

May 21st, 2020

Sponsor Hudson

ORDINANCE # 2020-25

AN ORDINANCE AUTHORIZING THE WELLSTON FIRE CHIEF TO EXECUTE AN AGREEMENT TO PROVIDE AND RECEIVE COUNTY WIDE AUTOMATIC AID.

WHEREAS, it is considered to be in the best interest of the City of Wellston to participate in and to establish an automatic aid agreement to more adequately provide assistance in the fighting of structure fires and alarm responses occurring within the boundaries of the City of Wellston and other jurisdictions which are a party to the agreement, and

WHEREAS, it is necessary to establish the procedure for each participating fire department to obtain assistance; and a copy of the proposed agreement is attached hereto as Exhibit A.

NOW THEREFORE, be it ordained by the Council of the City of Wellston, County of Jackson, State of Ohio:

Section 1. The Wellston Fire Chief is hereby authorized to execute a contract between the City of Wellston and other Jackson County Jurisdictions, to provide and receive automatic assistance in the fighting of structure fires and alarm responses and said Exhibit A is hereby approved and adopted by this body.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and any of its committees which resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

PASSED THIS 21st DAY OF May, 2020.
Connie Pelleter
Council President

ATTEST:
Amy Skewes
Clerk of Council

Approved this 21st day of May, 2020.
Chris
Mayor

Posted 5-22-20 through 6-5-20 at The Store, Wellston City Hall, Wellston Senior Citizens' Center, the Wellston Public Library and the Post Office.

Prepared by: Randy H. Dupree, Law Director, City of Wellston.

JACKSON COUNTY AUTOMATIC AID AGREEMENT

THIS AGREEMENT, is made and entered into this 20TH day of JULY 2020, by and between the Cities, Villages, and Fire departments of Jackson County Ohio as listed in Appendix "A" Participants (hereinafter referred to as Automatic Aid Participants) through their duly authorized Mayor, City Manager, Fire Chief or Board Director, to provide for automatic assistance for STRUCTURE FIRES and STRUCTURAL ALARMS as described under the terms of this agreement.

Whereas, it is considered to be in the best interest of the fire departments participating herein (See Appendix A) to establish an automatic aid agreement to more adequately provide assistance in the fighting of structure fires and alarm responses occurring within the boundaries of the fire departments which are a party to this agreement, and

Whereas, it is necessary to establish the resource list for each of the participating fire departments requiring assistance. (See Appendix B)

Now, therefore, it is agreed as follows:

1. This automatic aid agreement shall be binding only on the fire departments which authorize this agreement. No fire department shall in any way be obligated to provide Automatic Aid to any other fire department which is not party to this agreement.
2. When automatic aid is received pursuant to this agreement, the responding personnel and equipment from fire departments giving aid to the fire department receiving aid shall be subject to the authority of the Fire Chief or designated representative of the fire department receiving aid. In any such emergency, the fire department receiving

aid, places its Fire Chief or designated representative in charge of the emergency.

3. State Statute(s) or Public Acts with amendments may provide for cost recovery of funds for certain types of incidents. The jurisdiction wherein such incident occurs shall have the responsibility of coordinating the recovery of such funds from the appropriate source. Such expenses shall include, but not limited to: actual labor costs, Workers Compensation benefits, other employee fringe benefits, administrative overhead, contract labor, cost of materials used directly at the location of the incident and other related expenses. The jurisdiction wherein such incident occurs shall apportion any funds recovered to those departments involved at the incident as their involvement indicates. It shall be the responsibility of the responding department to furnish the necessary information and documentation to the requesting department for said reimbursement.

4. For those responses to incidents not specifically mentioned in paragraph #3, no fire department or its employees shall be reimbursed by any other fire department for any service rendered pursuant to this agreement. Further, each fire department shall assume liability for any damages incurred by its employees or equipment arising out of transportation to and from any emergency or for any cause whatsoever arising from the actions of said responding personnel or equipment while at the scene of the incident pursuant to this agreement, whether or not said damages occur within the boundaries of the participating fire department.

5. The personnel of each fire department responding to an emergency pursuant to this agreement shall receive their direct orders from the

command officer in their unit, which command officer shall be subject to the general direction and control of the Fire Chief or his designated representative of the fire department receiving aid. Each Agency shall be responsible for the actions of its employees to the extent specified by law. All departments shall operate under an Incident Command system (ICS).

6. Each fire department which is a participating member of this agreement shall be required to offer or give such aid as is predetermined by the Automatic Aid Agreement. This Automatic Aid Agreement shall be granted whenever the responding fire department has sufficient resources, so that providing such assistance will not endanger the lives or property or person residing in the jurisdiction which is providing the aid. If the unit is unable to comply with the Automatic Aid Agreement for aid, it shall forthwith notify the receiving unit of its inability to respond.

7. The provisions of this agreement may be altered or amended from time to time by unanimous vote of the participating parties. Adoption of such proposed amendment shall be only upon a unanimous vote of the participating parties and consultation/notification of the appropriate government unit. Any unit which desires to withdraw from this agreement may do so upon 60 days advance notice to the other units, in writing. One copy of this notice shall be mailed to the Chief Executive Officer and another copy to the Fire Chief or designated Representative, of each fire department.

In Witness whereof, the parties hereto have hereunto set their hands

BLOOMFIELD VOLUNTEER FIRE DEPT.

JOE ALCOX, CHIEF

TITLE

Joe Alcox

DATE 7/13/20

COALTON FIRE DEPT.

VILLAGE OF COALTON

CHRIS BROWN, CHIEF

Ken McMilliken TITLE Mayor

Chris Brown

DATE 6-15-2020

HAMILTON TOWNSHIP VOLUNTEER FIRE & RESCUE

HAROLD MELDICK, CHIEF

TITLE

Harold Meldick

DATE 7-20-20

JACKSON FIRE DEPT.

CITY OF JACKSON

DAVID CHANNELL, CHIEF

R. Maynard TITLE MAYOR

David Channel

DATE 7-15-2020

LIBERTY TOWNSHIP VOLUNTEER FIRE DEPT.

RANDY BAKER, CHIEF

_____ TITLE _____

Randy Baker

DATE 7-13-20

SCIOTO TOWNSHIP VOLUNTEER FIRE & RESCUE

AARON LEMASTER, CHIEF

_____ TITLE _____

Aaron Lemaster

DATE 7-13-20

MADISON JEFFERSON JOINT FIRE DISTRICT

BRIAN GAINES, CHIEF

_____ TITLE _____

Brian Gaines


DATE 7-14-20

WELLSTON FIRE DEPT.

RYAN PELLETIER, CHIEF



CITY OF WELLSTON

 TITLE MAYOR

DATE 7-14-20

APPENDIX A
AUTOMATIC AID PARTICIPANTS

Bloomfield Township Volunteer Fire and Rescue

Coalton Volunteer Fire Department

Hamilton Township Volunteer Fire Department

Jackson Fire Department

Liberty Township Volunteer Fire Department

Scioto Township Volunteer Fire Department

Madison-Jefferson Fire Department

Wellston Fire Department

APPENDIX B

BOUNDARIES OF EACH BOX ARE SHOWN ON THE MAP AND WILL BE AN OVERLAY ON 911 SCREEN FOR CALLS TO DISPATCHERS.

BOX 111 BLOOMFIELD

BLOOMFIELD, WELLSTON, COALTON. JACKSON, JCEMS

BOX 112 BLOOMFIELD

BLOOMFIELD, JACKSON, MJ FD, JCEMS

BOX 121 COALTON

COALTON, WELLSTON, JCEMS

BOX 122 COALTON

COALTON, JACKSON, JCEMS

BOX 123 COALTON

COALTON, LIBERTY, JCEMS

BOX 131 HAMILTON

HAMILTON, MJ FD, JCEMS

BOX 132 HAMILTON

HAMILTON, SCIOTO, JCEMS

BOX 141 JACKSON

JACKSON, LIBERTY, JCEMS

BOX 142 JACKSON

JACKSON, LIBERTY, WELLSTON, JCEMS

BOX 143 JACKSON

JACKSON, SCIOTO, JCEMS

BOX 144 JACKSON

JACKSON, BLOOMFIELD, JCEMS

BOX 145 JACKSON

APPENDIX B

JACKSON, HAMILTON, MJ FD, JCEMS

BOX 146 JACKSON

JACKSON, MJ FD, JCEMS

BOX 151 LIBERTY

LIBERTY, JACKSON, SCIOTO, JCEMS

BOX 161 SCIOTO

SCIOTO, LIBERTY, STOCKDALE, BEAVER, JCEMS

BOX 162 SCIOTO

SCIOTO, JACKSON, LIBERTY, JCEMS

BOX 163 SCIOTO

SCIOTO, HAMILTON, JACKSON, JCEMS

BOX 181 MJFD

MJ FD, HAMILTON, JACKSON, JCEMS

BOX 182 MJFD

MJ FD, JACKSON, HAMILTON, JCEMS

BOX 183 MJFD

MJ FD, JACKSON, BLOOMFIELD, JCEMS

BOX 184 MJFD

MJ FD, BLOOMFIELD, CENTERVILLE, JCEMS

BOX 185 MJFD

MJ FD, SOUTH WEBSTER, HAMILTON, JCEMS

BOX 186 MJFD

MJ FD, SOUTH WEBSTER, JCEMS

BOX 187 MJFD

APPENDIX B

MJ FD, BLOOMFIELD, CENTERVILLE, JCEMS

BOX 191 WELLSTON

WELLSTON, HAMDEN, COALTON, JCEMS

BOX 192 WELLSTON

WELLSTON, HAMDEN, JCEMS

BOX 193 WELLSTON

WELLSTON, BLOOMFIELD, JACKSON, JCEMS

BOX 194 WELLSTON

WELLSTON, COALTON, JCEMS

BOX 195 WELLSTON

WELLSTON, HAMDEN, JCEMS

THE RESPONSE TO STRUCTURE FIRES AND STRUCTURAL ALARMS WILL BE ENGINE AND TANKER.

APPENDIX C

AUTOMATIC AID - means assistance dispatched automatically by contractual agreement without delay based on computer aided dispatch programmed for "first response" by agreed apparatus.

MUTUAL AID -is assistance that is dispatched, upon request, by the responding fire department. Usually it is requested upon arrival at the scene. Mutual aid should also be defined by a signed contractual agreement.