

June 13, 2001

Mr. William R. Turner
Butler County Emergency Management Agency
315 High Street, 6th Floor
Hamilton, OH 45011

Dear Mr. Turner:

Enclosed are two copies of the Emergency Medical Services (EMS) Mutual Aid Agreement, a signed original and a copy. Please return a signed copy for our records.

Sincerely,

A handwritten signature in blue ink that reads "Donna Heck".

Donna Heck
Clerk of Council

DH/lli

ENC

Butler County
Mutual Ambulance, Emergency Medical and Life Squad Service Agreement

WHEREAS, certain political subdivisions and local governmental units within Butler County, Ohio, desire to mutually obtain and provide ambulance, emergency medical, and life squad services (hereinafter referred to as "services") and related support and/or desire to mutually obtain and provide additional services and related support in times of emergency; and

WHEREAS, Emergency shall mean a sudden unforeseen situation or generally unexpected occurrence or set of circumstances demanding immediate action and that is beyond the immediate capability of the local entity or service; and

WHEREAS, said political subdivisions and local governmental units wish to contract with each other to provide for mutual assistance and interchange and use of their services, including equipment and personnel, in times of emergency within the territories of the parties hereto; and

WHEREAS, Sections 505.44 and 9.60 of the Ohio Revised Code specifically authorize political subdivisions and local governmental units to enter into such agreements;

NOW, THEREFORE, BE IT RESOLVED by and among the parties hereto that any firefighting agency, private fire company, or public or private emergency medical service organization (as defined in R.C. §9.60), providing emergency medical services within Butler County, Ohio (either as a political subdivision or under contract with a political subdivision), including joint ambulance districts, may become a party to this agreement by appropriate authorization, and execution of a copy hereof, by the governing boards of such entities, and by depositing a copy with the Emergency Management Agency for Butler. The Emergency Management Agency shall immediately send to each new party to this agreement a copy of each signed agreement and a list indicating the names of the political subdivisions and governmental units which have executed this agreement, and shall send annually to each party a current list of parties to the Agreement. The Emergency Management Agency shall also annually provide a current list of all parties to this agreement to the County Commissioners and the Prosecuting Attorney.

The parties hereto mutually agree as follows:

1. Each party to this agreement will respond with such equipment and personnel as is requested by any other party to this agreement but only to the extent that in the judgment of the party receiving the request, such request would not be inconsistent with the proper protection of the territory for which the receiving party has primary responsibility. In the event that the party which receives the request determines that all the equipment and personnel as requested cannot be provided consistent with the proper protection of its primary territory, said party shall provide as much equipment and personnel as it deems advisable under the circumstances.
2. When the appropriate officer of any party calls for assistance, he or she shall state the specific equipment and personnel needed and shall give explicit directions as to the location where assistance is required.
3. In any situation into which additional assistance is called pursuant to the terms of this agreement, the officer of the calling party present, and in charge of the department of such party, shall have full charge of, and authority over, any assisting equipment and personnel responding to such a call. In the event that no personnel from the calling party are present, the called party shall follow its normal chain of command.
4. No charge shall be made to any party hereto for services rendered pursuant to the terms of this agreement, except that charges may be made to any party to this agreement which does not have its own ambulance, emergency medical and/or life squad services and has entered into this agreement to make these services available to said party on a routine basis. Said charges may be provided for in a

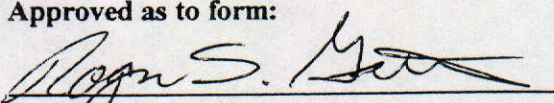
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collateral agreement. This agreement covers situations when the calling party has responded with at least 2 personnel certified at the EMT-Basic or higher level to an emergency response and needs additional resources to respond to the same emergency or others occurring at the same time. It does not cover situations when the calling party has been unable to respond to the first emergency call occurring at a time due to lack of personnel, apparatus, equipment, or other causes. In this case, the calling and called parties or governmental units may develop collateral agreements which include provisions for recovering the cost of providing services.

5. In no case shall the party herein called upon or rendering such service be liable in damages to any other party hereto, or contractual obligees, for failure to answer any call or lack of speed in answering such call or for any inadequacy of equipment, personnel, negligent operation of equipment, or for any cause whatsoever growing out of use of such equipment and personnel and that party which issued such call shall not be liable in any manner of even for damages or loss of equipment or personnel or personal injuries suffered by the party answering such call. Each party shall assume the cost of damage or loss of equipment or apparatus that it may incur while in the other party's municipality or territory or while responding to a call pursuant to the terms of this agreement. In the event that the calling party seeks to recover the cost of damages, loss of equipment or apparatus, personnel costs, or other expenses from a third party, it may also act to collect similar costs on behalf of the parties which it called for mutual aid. This mutual aid agreement shall not be construed to exclude any parties' right to recover damages or expenses from a third party otherwise available under the law.
6. In the event that the called party bills patients for the provision of ambulance, emergency medical, and/or life squad services, it may bill patients transported during a mutual aid response if it is the current practice of the calling party to also bill. If the calling party does not bill patients for the provision of services, the called party may not bill patients.
7. It is understood that some public/governmental entities subcontract for some, or all, of such services with private entities. Any such private entity may become a party to this agreement only after receiving the consent to do so from its public/governmental contracting authority. All provisions of this agreement shall apply, with full force and effect, to providers acting on behalf of any party hereto.
8. In the event that any public/governmental party to this agreement changes its emergency medical service provider(s), it shall notify the Butler County Emergency Management Agency within 30 days. This notification shall include the address and phone number of the new provider. The participation in this agreement by the former provider shall terminate upon receipt of such notice by the Emergency Management Agency for Butler County; the new provider may become a party to the agreement in the manner specified herein.
9. This agreement shall remain in effect for a term of 1 year with respect to each party hereto. It shall renew automatically with no action required by any party. However, any party may terminate its participation in the agreement upon giving of at least 30 days written notice of its intention to withdraw to each current party as well as the Emergency Management Agency for Butler County.
10. This agreement shall become operative as to the undersigned party when deposited with the Emergency Management Agency for Butler County.

(See attached Execution Page and Deposit Receipt)

Approved as to form:



Assistant Prosecuting Attorney
Butler County, Ohio

Date: 5/14/01

Butler County
Mutual Ambulance, Emergency Medical and Life Squad Service Agreement

IN WITNESS WHEREOF, by reason of Resolution
(resolution, ordinance, motion)
number 3734 passed the 5th day of June, 2001, the
City Council hereby authorize(s) the
(Township Trustees, City Council, etc)
City Manager, Jane Howington of Oxford, Ohio,
(position & title)
Butler County, Ohio to execute said agreement.

This agreement is executed this 6th day of June, 2001 by
Jane Howington pursuant to the above-reference authorization.
[name of official(s)]

Jane Howington
Signature of Authorized Official
Jane Howington, City Manager

Deposit Receipt

Deposited with Butler County Emergency Management Agency:

By: [Signature]

[Signature]
Authorized Signature

Date: 6-14-01

Director
Title

RECEIVED

JUN 14 2001