

**CITY OF OBERLIN, OHIO**

**ORDINANCE No. 13-30 AC CMS**

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR FIRE/ARSON INVESTIGATION MUTUAL AID ASSISTANCE IN LORAIN COUNTY AND DECLARING AN EMERGENCY**

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, five/sevenths (5/7ths) of all members elected thereto concurring:

SECTION 1. That the Agreement for Fire/Arson Investigation Mutual Aid Assistance in Lorain County, a copy being attached hereto and incorporated herein by reference, is hereby approved, and the City Manager is hereby authorized and directed to execute same on behalf of the City.

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

SECTION 3. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Oberlin, Ohio, or to provide for the usual daily operation of a municipal department, to wit:

*"to authorize mutual aid for fire/arson investigation at the earliest possible date in order to ensure the public safety and welfare of Oberlin residents"*, and shall take effect immediately upon passage.

1<sup>st</sup> Reading: 05/06/2013 (P), 05/20/2013 (E)


2<sup>nd</sup> Reading: \_\_\_\_\_

3<sup>rd</sup> Reading: \_\_\_\_\_

PASSED: 05/20/2013

ATTEST:

  
\_\_\_\_\_  
BELINDA B. ANDERSON, CMC  
CLERK OF COUNCIL

  
\_\_\_\_\_  
RONNIE J. KIMBERT  
PRESIDENT OF COUNCIL

POSTED: 05/21/2013

EFFECTIVE DATE: 05/20/2013

**ORIGINAL**

**AGREEMENT FOR FIRE/ARSON INVESTIGATION  
MUTUAL AID ASSISTANCE IN LORAIN COUNTY**

This agreement is entered into by and among the following political subdivisions involved in fire/arson investigations (hereinafter referred to as the parties):

- Lorain County Board of Commissioners (Lorain County Sheriff)
- City of Amherst
- City of Avon
- City of Avon Lake
- Camden Township
- Carlisle Township
- Columbia Township
- Eaton Township
- City of Elyria
- Elyria Township
- Florence Township (contractual jurisdiction within Lorain County)
- Grafton Township Fire District
- Village of Grafton
- Village of Kipton
- LaGrange Township
- City of Lorain
- City of North Ridgeville
- City of Oberlin
- Township of Rochester
- Sheffield Township
- City of Sheffield Lake
- Village of Sheffield
- Village of South Amherst
- City of Vermilion
- Wellington Fire District
- Village of Wellington

**WITNESSETH:**

**WHEREAS**, under R.C. 307.15, 9.60; 505.50, and 737.04 Ohio Counties, Townships, and Municipalities are authorized to enter into Mutual Aid and Other Agreements to provide fire and police protection; and

**WHEREAS**, R.C. 3737.24 obligates the chief of each fire department or the designated fire prevention officer where no fire department is established to investigate each major fire within the jurisdiction served by their department; and

**WHEREAS**, fire and arson investigations involve high levels of specialized knowledge, training and skills in both firefighting and law enforcement; and

**WHEREAS**, the Lorain County Association of Fire Investigators has developed a fire investigation team capability involving countywide fire and law enforcement personnel; and

**WHEREAS**, it is the expressed desire of the various municipalities, townships, and the Lorain County Board of County Commissioners, and Sheriff of Lorain County, Ohio, to agree to unite by agreement for the purpose of rendering mutual aid, assistance, personnel, equipment and expertise to each other in the event of fires arising within their individual jurisdictions where their own personnel and equipment are deemed inadequate to properly investigate the cause of the fires or arsons, and to find responsible parties.

**NOW, THEREFORE**, in consideration of the promises and agreements herein contained, and not rescinding any fire and emergency protection mutual aid agreements which may exist between any of the parties hereto, IT IS NOW AGREED between the parties as follows:

1. The parties hereto do mutually agree to share services of their respective agencies involved in fire/arson investigation and prosecution for the purposes of coordinating multi-jurisdictional fire and law enforcement activities for fire/arson investigations.
2. The parties hereto do further mutually agree to assist any other party hereto primarily responsible for any fire/arson investigation as requested by the Incident Commander or other person in command of a firefighting unit with jurisdiction in the area, by responding its personnel, equipment or other resources to assist in fire/arson investigation operations. The local department shall remain in control of the any fire scene, any investigation effort and any statement or report required by R.C. 3737.24 for which the mutual assistance is provided.
3. The Lorain County Association of Fire Investigators, hereinafter referred to as the 'Association', shall be organized to facilitate and provide mutual aid assistance for fire/arson investigations within Lorain County. The Association is authorized to receive, allocate and expend any funds acquired from federal, state, and local sources or from private contributions for the purpose of fire/arson investigation operations. The Association will also possess all acquired property and provide personnel, administration, coordination, expenditures, and operational assignments in consultation with the policies set by its Board.
4. It is agreed that each party hereto bears the burden of investigating fires and arsons occurring in that area from which it gains its primary compensation, authority or jurisdiction. No provision of this agreement shall be construed as to place liability upon any other party hereto for failure to respond to a request for assistance hereunder. In addition, while it is the intent of this agreement that the parties hereto will cooperate and provide assistance in the form of manpower and equipment, no party has any obligation to honor a request for assistance by providing manpower and/or equipment if that said assistance will cause the jurisdiction to be unable to provide for its own protection.
5. The services performed and expenditures made under this Agreement shall be deemed for public and governmental purposes. All immunities from liability enjoyed by the local


political subdivision within its boundaries shall extend to its participation in rendering mutual aid under this Agreement outside its boundaries unless otherwise provided by law.

6. Each party to this Agreement shall waive any and all claims against all other parties hereto which may arise out of their activities outside their respective jurisdictions while rendering aid under this Agreement. In no case shall any party hereto called upon to render assistance be liable for damages to any other party hereto or any of its residents for failure to answer such request for assistance.
7. All the immunities from liability and exemptions from laws, ordinances and regulation which law enforcement officers employed by the various parties hereto have in their own jurisdiction shall be effective in the jurisdiction in which they are giving assistance unless otherwise prohibited by law.
8. All wage and disability payments, pension, worker's compensation claims, medical expenses or employment benefits of a person acting under this agreement will be the responsibility of the political subdivision employing the person. Any type of insurance or other benefit provided to volunteers will be solely the responsibility of the political subdivision to which the volunteer has agreed to provide services.
9. No person providing services under this mutual aid agreement shall be considered an agent or employee of the Association, Lorain County, or of any political subdivisions, other than that of the political subdivision which assigned that individual. As such, each political subdivision shall be responsible for the conduct of its members or volunteers and shall provide for the defense of claims against its employees or volunteers.
10. It is mutually understood and agreed to that any party hereto may request to reopen for the purpose of renegotiation or cancel its participation in this contractual agreement by giving a sixty (60) days written notice to all said parties hereto by registered mail, return receipt requested, and to the Lorain County Prosecutor's Office. This contract shall be effective upon approval of the governing bodies of Lorain County and the political jurisdictions entering into this contractual agreement.
11. At all times, copies of this contract shall remain in the office of the Lorain County Prosecutor and the local political jurisdiction.

**IN WITNESS WHEREOF**, said political subdivisions have caused this agreement to be executed as provided by ordinance or resolution duly adopted for that purpose, a copy of which is hereto appended.

City of Oberlin  
Name of Political Subdivision/Organization

May 21, 2013  
Date

By: 

Title: City Manager

Approved as to form: 

Law Director

**BOARD OF LORAIN COUNTY COMMISSIONERS:**

      Teddie        
      Joni Kobacki        
      Tom Wilton      

**LORAIN COUNTY ASSOCIATION OF FIRE INVESTIGATORS:**

      Brenda J. Daniels      

Approved as to legal content and form:

      Gerald A. Innes        
GERALD A. INNES - LORAIN COUNTY PROSECUTOR.  
ASSISTANT TO: