

ORDINANCE NO. 63-26

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN INTRACOUNTY MUTUAL AID AGREEMENT FOR FIRE AND EMS.

WHEREAS: Various political subdivisions, elected officials and local governmental units within Medina County desire to create a mutual aid agreement among themselves to provide for additional Fire/EMS protection and other fire department related services in times of emergency and as such need arises; and

WHEREAS: Sections 9.60, 2305.233, and 505.44 of the Ohio Revised Code specifically authorize political subdivisions and local governmental units to enter into such mutual aid agreements.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

SEC. 1: That the Mayor is hereby authorized and directed to enter into an Intracounty Mutual Aid Agreement for Fire and EMS.

SEC. 2: That a copy of the Agreement is marked Exhibit A, attached hereto and incorporated herein.

SEC. 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 4: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: April 27, 2026

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: April 28, 2026

SIGNED: James A. Shields
Mayor

Effective date: May 27, 2026

THE UNDERSIGNED, CLERK OF THE COUNCIL OF THE CITY OF MEDINA, OHIO, HEREBY CERTIFIES THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE-RESOLUTION NO. 63-26 ADOPTED BY SAID COUNCIL ON April 27, 2026
Kathy Patton
CLERK OF COUNCIL

MEDINA COUNTY, OHIO
INTRACOUNTY MUTUAL AID AGREEMENT
FOR FIRE AND EMS

ORD. 6326
Exh. A

WHEREAS, various political subdivisions, elected officials and local governmental units within Medina County, OH desire to create a mutual aid agreement among themselves, ("Agreement"), to provide for additional Fire/EMS protection and other fire department related services in times of emergency and as such need arises; and

WHEREAS, Sections 9.60, 2305.233, and 505.44 of the Ohio Revised Code specifically authorize political subdivisions and local governmental units to enter into such mutual aid agreements; and

WHEREAS, Section 5502.41 of the Ohio Revised Code establishes In-State Mutual Aid Resources (IMAC) to provide for mutual assistance or aid among the participating political subdivisions for purposes of preparing for, responding to, and recovering from an incident, disaster, exercise, training activity, planned event, or emergency, any of which requires additional resources.

WHEREAS, said political subdivisions, elected officials and local governmental units wish to contract with each other to provide for mutual assistance and interchange and use of Fire/EMS personnel and equipment in such times of emergency and at such other times as the need may arise within the respective territories of the undersigned parties;

WHEREAS, all of the parties hereto have an interest in the control of fire, providing emergency medical services, hazardous materials control, technical rescue assistance and/or other support functions and;

WHEREAS, each of the parties owns and maintains equipment and retains personnel who are trained to provide various levels of service in the control of fire, emergency medical care, hazardous materials control, technical rescue assistance and other support functions and;

WHEREAS, in the event of an emergency incident or preplanned event, the parties may require the assistance and support of the other parties to this Agreement to provide supplemental services and support and;

WHEREAS, each of the parties may have the equipment and personnel available to provide such supplemental services and support to the other parties to this Agreement and;

WHEREAS, the facilities of each party are located in such a manner as to enable them to render mutual assistance to the others and;

WHEREAS, each of the parties to this Agreement have determined that it is in the best interests of all to set forth guidelines for providing mutual assistance to each other in the case of an emergency incident or preplanned event;

NOW, THEREFORE, BE IT RESOLVED by and among the undersigned parties that any and/or all political subdivisions, elected officials, and governmental units within the geographical boundaries of Medina County, Ohio, including fire districts, may become parties to this Agreement by appropriate authorization and execution of a copy of this Agreement by the elected official(s), or by the respective legislative bodies of said political subdivision and governmental units, and by depositing a properly executed copy of same with the Medina County Office of Emergency Management. (hereinafter referred to as the "Depository Agency") that each party agrees to the following:

It is further acknowledged and agreed that the depository agency shall send to each new party a list of all political subdivisions and governmental units who are active parties to this Agreement.

It is further acknowledged and agreed that the Depository Agency shall keep an up-to-date listing of all participating parties to this Agreement and shall send a list of all participating parties to the Medina County Prosecutor's Office not less than annually on or before the 15th day of January each year.

The Parties hereto do mutually agree as follows:

1. **Request for Assistance** – The Incident Commander (IC) of the Requesting Party at the scene of an emergency incident or preplanned event within the geographical boundaries of that Party's political subdivision, also known as the Authority Having Jurisdiction (AHJ), is authorized to request assistance from the other parties to this Agreement when confronted with an emergency that presents a need for equipment or personnel in excess of that available from local resources.

The Mutual Aid Box Alarm System (MABAS) pre-determines the response of equipment and personnel to areas of high hazard. This Agreement allows for all parties to automatically request aid from the other parties through the MABAS system upon receipt of an alarm and prior to the establishment of command.

Medina County Emergency Management Agency Involvement: Members of the Medina County Emergency Management Agency's All Hazards Team are authorized to respond and provide mutual aid to parties of this Agreement when the assistance of the All Hazards Team is requested by an Incident Commander. In certain situations, the All Hazards Team may be mobilized without a specific request from a specific jurisdiction.

Preplanned Events: A request for assistance may be made to the other parties to this Agreement to stand by for preplanned events within their jurisdictional boundaries. Standby coverage must be coordinated with the Chief or their designee before the event. This includes but is not limited to football games, fairs, or other large public gatherings.

Backfill: A Party may be requested to backfill and provide coverage for an area of Medina County that lacks Fire/EMS coverage due to resources from multiple departments committed to an incident.

2. **Command Structure** – The Incident Commander of the Requesting Party shall be in command of the operations under which the equipment and personnel sent by the Party or Parties receiving the request shall operate providing that the responding equipment and personnel shall be under the immediate supervision of the Officer in Charge of the responding apparatus. Command responsibilities shall include conformance to the Incident Command structure and full accountability of all resources and personnel operating at the scene.

The Incident Commander may request a Senior Officer of a Party receiving the request to assume command of the incident. However, the AHJ shall retain overall authority and/or responsibility for the incident.

Should a Party receiving the request arrive at the incident prior to the arrival of the Party having jurisdiction, the Officer in Charge of the mutual aid unit will assume command until an officer of the AHJ arrives and assumes command which will be done as soon as possible after arrival.

3. **Duty to Respond** – Each party to this Agreement will respond with equipment and manpower as requested by the Officer in Charge of the Agency of any other party to this Agreement; provided, however, that such response will only be to the extent that, in the judgment of the Officer in Charge of the Party receiving the request, such request would not impede the proper protection of the Party receiving the request's own territory. The Party receiving the request may also decline the request if they are unable to adequately staff the apparatus requested. The Officer in Charge of the Party receiving the request will provide as many resources pursuant to the request as he/she deems advisable under the circumstances.

However, the Officer in Charge of the Party receiving the request has the discretion to determine what and how many resources to deploy, if at all.

4. **Response to Request** – Upon receipt of a request, the Officer in Charge of the Party receiving the request shall:
 - a. Determine if the Party has the equipment and sufficient personnel available to respond to the request. Suggested staffing is that all personnel be certified to a Firefighter I level. The Officer in Charge of the Party receiving the request has the discretion to determine if an apparatus is sufficiently staffed. Some guidelines for the Officer in Charge to consider for adequate staffing includes:
 - i. Engine --Three (3) Firefighters
 - ii. Ladder- Three (3) Firefighters
 - iii. Tenders --Two (2) Firefighters.
 - iv. EMS Units – Two (2) with one Paramedic or Advanced EMT preferred.
 - v. Rescues – Staffing per vehicle capability. (i.e. two-man cab limits personnel)
 - vi. Special – Includes not is not limited to brush truck & UTV. The situation will dictate the number of personnel required.
 - vii. Personnel – Additional personnel, or “manpower” may be requested when no specific apparatus is required. The Requesting Party should specify the number of personnel needed.
 - b. Notify the Requesting Party of their ability to respond and the number of personnel responding.
 - c. In the event the requested equipment is not available or there are insufficient personnel to properly staff the apparatus, then the Officer in Charge will notify the Requesting Party that they are unavailable.
5. **Liability** – This Agreement is intended to be a reciprocal fire protection agreement in which Ohio Revised Code Section 2305.233 applies, providing that no officer or employee as defined in Section 109.36 of the Revised Code, or employee as defined in Section 2744.01 of the Revised Code, rendering fire protection assistance pursuant to a reciprocal fire protection agreement shall be liable in civil damages to any person allegedly harmed by the negligent provision of that assistance.

Each Party to this Agreement agrees to maintain adequate insurance coverage for its own equipment and worker's compensation insurance for its personnel including but not limited to General Liability coverage.
6. **Compensation** – Each Party agrees that it will not seek compensation from the other parties for services rendered under this Agreement. Each Party shall, at all times, be responsible to its own employees for the payment of wages, other compensations and for carrying workers' compensation upon said employees.
8. **Annual Review** – This Agreement is intended to and shall reflect the most comprehensive countywide system of mutual aid permitted under Ohio law. Any participating Party of this Agreement may propose revisions to this Agreement. The Medina County Fire Chief's Association shall conduct an annual review of this Agreement. All Parties shall be advised of any proposed amendment and or revision hereto and no revision or amendment shall be effective until same is ratified by the participating parties and either a new agreement or an addendum to this existing Agreement is executed by the said parties.

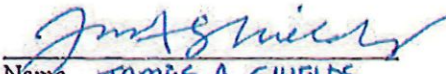
9. Term and Termination – This Agreement shall be effective immediately upon its execution by the participating parties and ratification as shall be required by their respective municipality and/or political subdivision. This Agreement shall remain in effect indefinitely with respect to the undersigned parties. Any member may withdraw from this Agreement upon providing notice of their intent not less than three months prior to their withdrawal from active member status.

10. This Agreement may be executed in multiple counterparts.

IN WITNESS THEREOF, JAMES A. SHIELDS, as Mayor
(Name of Signer) (Title of Elected official)

On behalf of the City of Medina, pursuant to Resolution # Ord. 63-26
(Name of Political Subdivision or Governmental Unit)

Adopted on April 27, 2026 by the legislative body of said political subdivision or governmental unit, has executed this Agreement on April 27, 2026.


Name JAMES A. SHIELDS


Mayor
Title

City of Medina
Contracting Entity

Received by:


Office of Emergency Management

4/30/26
Date


Medina County Prosecutor
Halle Dreibelbis
Assistant Prosecutor

5/13/26
Date