

# CITY OF CLAYTON, OHIO

## RESOLUTION NO. R – 07 – 20 - 36

### A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDED JOINT EMERGENCY SERVICES COLLABORATIVE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF ENGLEWOOD, OHIO AND THE CITY OF UNION, OHIO

**WHEREAS**, via enactment of Resolution No. R-03-20-17 on March 19, 2020, Council authorized the City Manager to enter into a *Joint Emergency Services Collaborative Memorandum of Understanding* with the Cities of Englewood and Union; and

**WHEREAS**, the Fire Chiefs of the Cities of Clayton, Englewood, and Union have recommended certain amendments to the aforementioned *Joint Emergency Services Collaborative Memorandum of Understanding* as specified in the attached amended *Joint Emergency Services Collaborative Memorandum of Understanding (Exhibit A)*; and

**WHEREAS**, City Council desires to authorize the City Manager to sign the amended *Joint Emergency Services Collaborative Memorandum of Understanding* attached hereto as *Exhibit A*, on behalf of the City of Clayton, Ohio and to further authorize the City Manager to sign future amended versions of said Memorandum of Understanding as indicated below.

### NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CLAYTON, STATE OF OHIO:

1. That the City Manager is hereby authorized to enter into the amended *Joint Emergency Services Collaborative Memorandum of Understanding*, in substantially similar form as attached hereto as *Exhibit A*, with the cities of Englewood, Ohio and Union, Ohio. The appended *Memorandum of Understanding* is incorporated herein and made a part hereof.
2. The City Manager, as contracting agent of the City, is authorized to sign future amended Fire Collaborative MOU's on behalf of the City without further action of Council provided that prior to signing an amended MOU, Council will be advised in writing of the proposed amendment(s).
3. That this Resolution shall be effective as an exception to any ordinance, resolution or other legislation of the City of Clayton, Ohio, inconsistent with this Resolution or which imposes additional requirements for effectiveness or validity.

ADOPTED BY COUNCIL ON JULY 16, 2020.

AUTHENTICATION:

Mike Stumps  
Mayor (Presiding Officer of Council)

Barbara Fein  
Clerk of Council

APPROVED AS TO FORM:

[Signature]  
Law Director

CERTIFICATION OF PUBLICATION

This shall certify that that the text of the above referenced enactment or a summary thereof was published once in the following newspaper and a summary posted in three places of public access as designated by Council.

Name of newspaper

Brookville Star

Date of publication

July 22, 2020

Barbara Fein  
CLERK

**JOINT EMERGENCY SERVICES COLLABORATIVE**  
**MEMORANDUM OF UNDERSTANDING**

This Joint Emergency Services Collaborative Memorandum of Understanding (“MOU”) is entered into by and among the **CITY OF ENGLEWOOD, OHIO** (“Englewood”), the **CITY OF CLAYTON, OHIO** (“Clayton”), and the **CITY OF UNION, OHIO** (“Union”) (collectively the “Participants” or individually a “Participant”).

**WHEREAS**, the Participants each maintain and operate their own emergency services programs within their geographical borders, including fire and emergency medical services (“EMS”) programs, comprised of facilities, apparatuses, equipment, personnel, and all other assets necessary to provide full-service fire and EMS programs, to include ALS service, to their residents (collectively “Emergency Services”); and

**WHEREAS**, the cost of maintaining and operating such Emergency Services is substantial, and it has become increasingly difficult to hire and retain the appropriate personnel to staff the Emergency Services; and

**WHEREAS**, the Participants have agreed to collaborate with each other in an effort to more efficiently and effectively provide for Emergency Services within their respective borders, including providing for the most appropriate Emergency Services apparatus response regardless of municipal boundaries, through the terms set forth in this MOU;

**NOW, THEREFORE**, the Participants agree as follows:

1. Non-Binding MOU. The parties recognize and agree that this MOU is not a contract and does not bind any of the Participants legally to the commitments herein.
2. Fire Stations. The Participants agree to maintain the following Emergency Services stations relevant to this MOU:
  - A. Clayton: (i) **Station 85** located at 6996 Taywood Road.
  - B. Englewood: (i) **Station 98** located at 333 West National Road; and (ii) **Station 99** located at 1099 Union Road.
  - C. Union: (i) **Station 81** located at 109 West Martindale Road.
3. Apparatus/Equipment Contributions. The Participants will each contribute toward the collaborative with apparatuses and/or equipment. Attached hereto and incorporated herein as projected in Exhibit A is a Capital Improvement Program (“CIP”) spreadsheet. Each of the Participants currently possesses, and will contribute toward the collaborative, the equipment and/or apparatuses identified under their respective “Current CIP” designations.

4. Staffing and Coverage Areas. The Participants will provide staffing and coverage areas as set forth in this paragraph. Each Participant will agree to provide staffing and emergency response coverage by the closest available fire station regardless of jurisdictional boundaries.

A. Clayton. Clayton will contribute the following to this collaborative:

- i. One staffed station at 6996 Taywood Road.
- ii. Clayton Fire Department will maintain one front line fire apparatus and one front line medic to be used for daily staffing.
- iii. Coverage with the ladder truck to the southern area of Englewood as well as other areas of Englewood and Union as needed.

B. Englewood. Englewood will contribute the following to this collaborative:

- i. One staffed station, Station 98, at 333 W National Rd.
- ii. One staffed station, Station 99, at 1099 Union Rd.
- iii. Englewood Fire Department will maintain two front line fire apparatuses and one spare fire apparatus. Englewood Fire Department will maintain three ambulances to be utilized for daily staffing and one spare ambulance for special events and collaborative sharing.
- iv. Englewood will cover areas of Clayton where station 98 or station 99 is closest.

C. Union. Union will contribute the following to this collaborative:

- i. One staffed station, Station 81, at 109 W Martindale Rd.
- v. Union Fire Department will maintain one front line fire apparatus. Union Fire Department will maintain one front medic to be used for daily staffing.
- vi. Union will cover areas of Clayton where station 81 is closest.

5. Effective Date. This MOU will only become effective when the authorized representatives of all three jurisdictions have signed the MOU and mutually agreed upon a date and time of commencement.
6. Withdrawal from Collaborative. A participating agency may withdraw from the agreement after all good faith efforts have been exhausted to meet and resolve any issues of concern. If issues or concerns cannot be resolved, written notice of termination shall be accepted but the withdrawing agency agrees to provide as much advance notice as practicable, to minimize disruption of emergency services to the communities.
7. Cooperation. The Participants recognize and agree that the success of the collaborative created by this MOU will depend on the good faith cooperation of all the Participants toward both the letter and spirit of the collaborative. Toward that end, the Participants agree to cooperate in good faith to accomplish the mutual goals and benefits of this collaborative, whether or not such cooperation is expressly or specifically identified herein.
8. Maintenance of Equipment. All apparatus and equipment that is utilized on a long- or short-term basis will be maintained in accordance with the policy, standards and recommendations of the owning jurisdiction.
9. Non-Emergency Activities. The participants will conduct non-emergency activities or tasks as determined by the Fire Chiefs. Example may include hydrants, inspections, fire prevention, CPR class, etc.
10. Operations. The participants will mutually develop an operational policy, to include a coverage map regardless of jurisdictional boundaries, to manage the daily operations of the collaborative. This will be reviewed and updated as needed to ensure efficient and effective emergency services to all Participants.
11. Insurance. Apparatus and equipment that is in the long-term care, custody, control of another Participant, shall be insured by that respective Participant on their policy to include liability insurance, auto physical damage, and other-than-collision coverage. The insurance coverage or entity in long-term care of the apparatus or equipment must make the owning entity whole in the event that the apparatus or equipment is damaged.
12. Fire Investigations. will be handled by the Collaborative Investigation unit, Collaborative Chiefs, or their designee.
13. Amendment of MOU. This MOU may be amended in writing by agreement of all parties hereto. The City Managers, as contracting agents of each party, are authorized to sign on behalf of his or her respective City without further action of Council provided that prior to signing an amended MOU, each City Council will be advised in writing of the proposed amendment(s).

**CITY OF ENGLEWOOD**

By:   
Eric Smith, City Manager

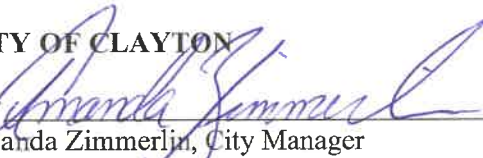
Date: 8-17-20

**APPROVED AS TO FORM:**

By:   
Law Director

Date: 8-20-20

**CITY OF CLAYTON**

By:   
Amanda Zimmerlin, City Manager

Date: July 22, 2020

**APPROVED AS TO FORM:**

By:   
Law Director

Date: 7-27-2020

**CITY OF UNION**

By:   
John Applegate, City Manager

Date: 8/20/20

**APPROVED AS TO FORM:**

By:   
Law Director

Date: 9-14-20