

1/6/15 Safety

1/27/15

2/4/15

2/24/15

3/3/15

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 9956-2015

INTRODUCED BY: MAYOR COYNE

**AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH THE CITY OF CLEVELAND FOR MUTUAL AID AND
ASSISTANCE IN FIRE PROTECTION,
AND DECLARING AN EMERGENCY**

WHEREAS, Section 717.02 of the Ohio Revised Code permits the legislative authority of a municipal corporation to enter into a contract for mutual aid and assistance with other municipal corporations; and

WHEREAS, this Council and the Administration deem it most advantageous for municipal corporations to coordinate and cooperate for mutual assistance for the protection of life and property of their residents.

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: The Mayor is hereby authorized to enter into an agreement with the City of Cleveland for interchange of fire protection, aid and assistance in accordance with the terms and provisions of the agreement as attached hereto and a part hereof as though fully rewritten herein and marked as Exhibit "A."

SECTION 2: That the Mayor is further authorized to execute whatever documents are necessary and approved by the Law Director to carry out the intent and purpose of this Ordinance.

SECTION 3: 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 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 4: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason that Council deems it necessary for the Mayor to enter into said agreement for mutual aid and assistance in fire protection services with the City of Cleveland; therefore this Ordinance shall take effect and be in force immediately from and after its passage and approval by the Mayor.

PASSED: March 3, 2015

Dennis P. Patten
PRESIDENT OF COUNCIL

ATTEST: Michelle Blazak
Clerk of Council

APPROVED: [Signature]
MAYOR

2/3/2015
DATE

I HEREBY APPROVE THE WITHIN INSTRUMENT AS TO LEGAL FORM AND CORRECTNESS

[Signature]
DIRECTOR OF LAW

CERTIFICATE

Michelle Blazak, Clerk of Council, of the City of Brook Park, Ohio, do hereby certify that the foregoing is a true and accurate copy of Ordinance/Resolution No. 9956-2015 passed on the 3rd day of March 20 15 by said council.

Michelle Blazak
Clerk of Council

I, Michelle Blazak, Clerk of Council for the City of Brook Park, State of Ohio, do hereby certify that there is no newspaper of general circulation in this municipality and that publication of the foregoing ordinances/resolutions was made by printing the copies at six of the most public places in said municipality, as provided by Ordinance No. 4838-1975; location: City Hall, 10500 Engle Road, Police Station 17401 Holland Road #1 Fire Station 5590 Smith Road, #2 Fire Station 21530 Maple Road, #3 Fire Station 17401 Holland Road, Brook Park Library 5168 Engle Road, for a period of fifteen days.

commencing March 6, 2015
Michelle Blazak
MICHELLE BLAZAK
Clerk of Council

MEMORANDUM OF UNDERSTANDING
-between-
THE CITY OF CLEVELAND
-and-
THE CITY OF BROOK PARK
For the Interchange of Emergency Fire Protection Services

This Agreement is made this ____ day of _____, ²⁰¹⁵~~2014~~ ("Effective Date"), between the **City of Cleveland** ("Cleveland"), a municipal corporation of the State of Ohio, through its Director of Public Safety, under the authority of Cleveland Codified Ordinance No. 135.26 (Exhibit A), and the **City of Brook Park** ("Brook Park"), a municipal corporation of the State of Ohio, through its Mayor under the authority of Ordinance No. _____, passed by Brook Park City Council on _____, 2014 (Exhibit B).

WHEREAS, the Parties desire to enhance their respective fire protection capabilities for the benefit of the public's safety and welfare.

NOW, THEREFORE, in consideration of the promises and obligations that are contained in this Agreement, the Parties agree as follows:

SECTION I. INTERCHANGE OF EMERGENCY FIRE SERVICES

For the purpose of affording additional emergency fire services to one Party by the other Party, including fire equipment and personnel, the Parties agree that in the event a Party is responding to a fire emergency within its jurisdiction that meets the Criteria set forth in this Agreement, that Party may request assistance from the other Party through the Chief of its Fire Department, his designee, or through another authorized public official of the requesting Party.

The Parties acknowledge and agree that a request for assistance from one Party will not result in the automatic provision of services by the other Party. Further, if a response for services is provided, the responding Party, in its sole discretion, shall determine the resources provided and the extent and length of the assistance. Each Party agrees that it will establish other measures for assistance to respond to fire emergencies within its jurisdiction including, but not limited to, fire protection service agreements with other entities.

SECTION II. CRITERIA FOR REQUESTING EMERGENCY FIRE ASSISTANCE

Requests for emergency fire services by a Party may be made when all of the following conditions exist (the "Criteria"):



A. The requesting Party is deploying or has deployed its own personnel and equipment to a fire-related emergency situation within its jurisdiction (the "Situation"); and,

B. The Situation is assessed and reported to the other Party by the requesting Party's Chief or his designee, as one exceeding the magnitude of a normal size fire emergency incident and that it poses a serious and immediate risk to surrounding properties and/or injury to persons; and,

C. Because of the magnitude of the Situation or because the requesting Party's standard response units are occupied at other simultaneous fire emergencies, the requesting Party does not have sufficient resources to effectively respond to the Situation.

SECTION III. REQUEST FOR ASSISTANCE

A. When a fire emergency meets the Criteria, the Party seeking assistance under this Agreement may contact the other Party's designated contact point and make its request. The requesting Party shall describe the emergency and its location, confirm it meets the Criteria, and provide such other information necessary for the responding Party to assess the situation and determine whether a response will be made, the equipment needed, and the scope of the response.

B. The responding Party will endeavor to assess the request and advise the requesting Party if it will respond and the anticipated extent of its response. The requesting Party is solely responsible for determining if alternative or additional aid of other entities providing emergency services is necessary.

C. If the requesting Party does not receive a response to its request for assistance within a ten minute time period, it shall assume that the assistance cannot or will not be provided and it is solely responsible for obtaining assistance from other entities it has pre-arranged such assistance with.

SECTION IV. NASA COMPLEX

The Parties acknowledge and agree that the Brook Park Fire Department is solely responsible for responding to fire and hazardous material emergencies at the NASA Complex located at 21000 Brook Park Road except for one building identified as "Building 152" located within the boundaries of the City of Cleveland for which Cleveland Fire is responsible (See Exhibit C attached hereto). In the event of a fire or hazardous materials emergency at the NASA Complex, each Party agrees to notify the other Party and either may request the assistance of the other as provided in this Agreement.

SECTION V. INTERSTATE 71 AREA ADJOINING CLEVELAND-BROOK PARK BORDERS

For motor vehicle accidents and fires occurring on Interstate 71 ("I-71") between West 150th and Snow Road, the Parties agree that, due to the entrance and exit points in this border area, its respective Fire Department/Division Units will take primary responsibility for responding to motor vehicle accidents and fires as follows:

A. Brook Park Fire Department will handle all such incidents on I-71 north bound from Snow Road to W.150th Street including the I-480 Eastbound Ramp.

B. Cleveland Fire Division will handle all such incidents on I-71 south bound from W.150th Street to Snow Road including the Engle Rd and Snow Road exit ramps.

Brook Park acknowledges that, unlike Brook Park, Cleveland's Division of Fire does not provide transportation of the injured. Such transportation is addressed in a separate agreement with Cleveland's Division of EMS.

In the event additional aid is desired by either Party for these areas, the Parties will follow the provisions for requesting such aid as set forth in this Agreement.

SECTION VI. COMMAND

As is customary in the Incident Command System, the incident Party will retain command and control of the incident and all resources assigned to the incident. The units responding from the providing Party shall report to the Incident Commander of the requesting Party and operate as needed within the Command System.

SECTION VII. TACTICS/TERMINOLOGY

Operating procedures of each Party's fire department will be provided to the other Party and the personnel of each, as appropriate, shall be familiar with them. The Parties may engage in mutual training to insure adequate understanding of appropriate procedures.

SECTION VIII. EQUIPMENT

The Parties will determine if their equipment is compatible and determine if any adapters or other equipment are needed to use their equipment at the scene of an emergency in the other Party's jurisdiction.

SECTION IX. CHARGES

The Parties agree that they will not charge each other for services rendered by one to the other under the provisions of this Agreement. Each Party shall assume the

expense of loss or damage to its own equipment that may occur while in the other Party's territorial limits or while rendering assistance to the other Party.

SECTION X. LIABILITY

Neither Party will indemnify or hold harmless the other for any claims or for any damages awarded in any civil action arising from any action or omission of either Party's employees acting under this Agreement. Neither Party shall act or be deemed to be acting as agent for the other. Nothing in this Agreement is intended to and shall not be construed to constitute a waiver of either Party's defenses, including immunity.

In no case shall the Party rendering emergency fire services under this Agreement be liable for any damage to the other Party or any of its inhabitants or contractual obligees, for failure to answer any fire alarm, fire call or other emergency, or for lack of speed in answering any such call, or for any inadequacy of equipment, negligent operation of equipment, failure to extinguish any fire, or for any cause whatsoever arising from rendering such aid.

SECTION XI. TERM

This Agreement shall be in effect on the Effective Date first written above. It shall expire upon written agreement of the Parties or if either Party withdraws by giving the other Party at least 30 days prior written notice of withdrawal.

SECTION XII. NOTICES

Any notices or other written communications required by this Agreement shall be sufficient if sent by the parties in the U.S. Mail, postage pre-paid to the addresses noted below:

City of Cleveland
Chief of Fire
Division of Fire
1645 Superior Avenue
Cleveland, Ohio 44114

City of Brook Park -
Chief of Fire
Fire Department
6161 Angle Road
Brook Park, Ohio 44142

SECTION XIII. EXTENT OF AGREEMENT

This Agreement represents the entire agreement between Cleveland Division of Fire and Brook Park Fire Department regarding the provision of additional fire emergency assistance and supersedes all prior negotiations, representations or agreements either written or oral.

IN WITNESS WHEREOF, the Parties hereby have caused this Agreement to be executed.

CITY OF CLEVELAND

By: _____
Michael McGrath, Director
Department of Public Safety

CITY OF BROOK PARK

By: _____
Thomas J. Coyne, Mayor

APPROVED AS TO LEGAL FORM

Neal Jamison, Law Director
City of Brook Park

By: _____ Date: _____

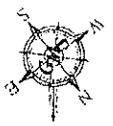
Print Name and Title

Barbara Langhenry, Law Director
City of Cleveland

By: _____ Date: _____
Nancy Kelly, Assistant Director of Law



Location 1



GRC
 GEORGETOWN RESEARCH CENTERS
 at the University of Maryland
 0 200 400 600 800 1000
 GRAPHIC SCALE (FEET)
 Jan. 16, 2014

NO.	DESCRIPTION	NO.	DESCRIPTION
1001	ADMINISTRATIVE BUILDING	301	LIBRARY
1002	ADMINISTRATIVE BUILDING	302	LIBRARY
1003	ADMINISTRATIVE BUILDING	303	LIBRARY
1004	ADMINISTRATIVE BUILDING	304	LIBRARY
1005	ADMINISTRATIVE BUILDING	305	LIBRARY
1006	ADMINISTRATIVE BUILDING	306	LIBRARY
1007	ADMINISTRATIVE BUILDING	307	LIBRARY
1008	ADMINISTRATIVE BUILDING	308	LIBRARY
1009	ADMINISTRATIVE BUILDING	309	LIBRARY
1010	ADMINISTRATIVE BUILDING	310	LIBRARY
1011	ADMINISTRATIVE BUILDING	311	LIBRARY
1012	ADMINISTRATIVE BUILDING	312	LIBRARY
1013	ADMINISTRATIVE BUILDING	313	LIBRARY
1014	ADMINISTRATIVE BUILDING	314	LIBRARY
1015	ADMINISTRATIVE BUILDING	315	LIBRARY
1016	ADMINISTRATIVE BUILDING	316	LIBRARY
1017	ADMINISTRATIVE BUILDING	317	LIBRARY
1018	ADMINISTRATIVE BUILDING	318	LIBRARY
1019	ADMINISTRATIVE BUILDING	319	LIBRARY
1020	ADMINISTRATIVE BUILDING	320	LIBRARY
1021	ADMINISTRATIVE BUILDING	321	LIBRARY
1022	ADMINISTRATIVE BUILDING	322	LIBRARY
1023	ADMINISTRATIVE BUILDING	323	LIBRARY
1024	ADMINISTRATIVE BUILDING	324	LIBRARY
1025	ADMINISTRATIVE BUILDING	325	LIBRARY
1026	ADMINISTRATIVE BUILDING	326	LIBRARY
1027	ADMINISTRATIVE BUILDING	327	LIBRARY
1028	ADMINISTRATIVE BUILDING	328	LIBRARY
1029	ADMINISTRATIVE BUILDING	329	LIBRARY
1030	ADMINISTRATIVE BUILDING	330	LIBRARY
1031	ADMINISTRATIVE BUILDING	331	LIBRARY
1032	ADMINISTRATIVE BUILDING	332	LIBRARY
1033	ADMINISTRATIVE BUILDING	333	LIBRARY
1034	ADMINISTRATIVE BUILDING	334	LIBRARY
1035	ADMINISTRATIVE BUILDING	335	LIBRARY
1036	ADMINISTRATIVE BUILDING	336	LIBRARY
1037	ADMINISTRATIVE BUILDING	337	LIBRARY
1038	ADMINISTRATIVE BUILDING	338	LIBRARY
1039	ADMINISTRATIVE BUILDING	339	LIBRARY
1040	ADMINISTRATIVE BUILDING	340	LIBRARY
1041	ADMINISTRATIVE BUILDING	341	LIBRARY
1042	ADMINISTRATIVE BUILDING	342	LIBRARY
1043	ADMINISTRATIVE BUILDING	343	LIBRARY
1044	ADMINISTRATIVE BUILDING	344	LIBRARY
1045	ADMINISTRATIVE BUILDING	345	LIBRARY
1046	ADMINISTRATIVE BUILDING	346	LIBRARY
1047	ADMINISTRATIVE BUILDING	347	LIBRARY
1048	ADMINISTRATIVE BUILDING	348	LIBRARY
1049	ADMINISTRATIVE BUILDING	349	LIBRARY
1050	ADMINISTRATIVE BUILDING	350	LIBRARY
1051	ADMINISTRATIVE BUILDING	351	LIBRARY
1052	ADMINISTRATIVE BUILDING	352	LIBRARY
1053	ADMINISTRATIVE BUILDING	353	LIBRARY
1054	ADMINISTRATIVE BUILDING	354	LIBRARY
1055	ADMINISTRATIVE BUILDING	355	LIBRARY
1056	ADMINISTRATIVE BUILDING	356	LIBRARY
1057	ADMINISTRATIVE BUILDING	357	LIBRARY
1058	ADMINISTRATIVE BUILDING	358	LIBRARY
1059	ADMINISTRATIVE BUILDING	359	LIBRARY
1060	ADMINISTRATIVE BUILDING	360	LIBRARY
1061	ADMINISTRATIVE BUILDING	361	LIBRARY
1062	ADMINISTRATIVE BUILDING	362	LIBRARY
1063	ADMINISTRATIVE BUILDING	363	LIBRARY
1064	ADMINISTRATIVE BUILDING	364	LIBRARY
1065	ADMINISTRATIVE BUILDING	365	LIBRARY
1066	ADMINISTRATIVE BUILDING	366	LIBRARY
1067	ADMINISTRATIVE BUILDING	367	LIBRARY
1068	ADMINISTRATIVE BUILDING	368	LIBRARY
1069	ADMINISTRATIVE BUILDING	369	LIBRARY
1070	ADMINISTRATIVE BUILDING	370	LIBRARY
1071	ADMINISTRATIVE BUILDING	371	LIBRARY
1072	ADMINISTRATIVE BUILDING	372	LIBRARY
1073	ADMINISTRATIVE BUILDING	373	LIBRARY
1074	ADMINISTRATIVE BUILDING	374	LIBRARY
1075	ADMINISTRATIVE BUILDING	375	LIBRARY
1076	ADMINISTRATIVE BUILDING	376	LIBRARY
1077	ADMINISTRATIVE BUILDING	377	LIBRARY
1078	ADMINISTRATIVE BUILDING	378	LIBRARY
1079	ADMINISTRATIVE BUILDING	379	LIBRARY
1080	ADMINISTRATIVE BUILDING	380	LIBRARY
1081	ADMINISTRATIVE BUILDING	381	LIBRARY
1082	ADMINISTRATIVE BUILDING	382	LIBRARY
1083	ADMINISTRATIVE BUILDING	383	LIBRARY
1084	ADMINISTRATIVE BUILDING	384	LIBRARY
1085	ADMINISTRATIVE BUILDING	385	LIBRARY
1086	ADMINISTRATIVE BUILDING	386	LIBRARY
1087	ADMINISTRATIVE BUILDING	387	LIBRARY
1088	ADMINISTRATIVE BUILDING	388	LIBRARY
1089	ADMINISTRATIVE BUILDING	389	LIBRARY
1090	ADMINISTRATIVE BUILDING	390	LIBRARY
1091	ADMINISTRATIVE BUILDING	391	LIBRARY
1092	ADMINISTRATIVE BUILDING	392	LIBRARY
1093	ADMINISTRATIVE BUILDING	393	LIBRARY
1094	ADMINISTRATIVE BUILDING	394	LIBRARY
1095	ADMINISTRATIVE BUILDING	395	LIBRARY
1096	ADMINISTRATIVE BUILDING	396	LIBRARY
1097	ADMINISTRATIVE BUILDING	397	LIBRARY
1098	ADMINISTRATIVE BUILDING	398	LIBRARY
1099	ADMINISTRATIVE BUILDING	399	LIBRARY
1100	ADMINISTRATIVE BUILDING	400	LIBRARY