

CITY OF CLAYTON, OHIO

RESOLUTION NO. R - 12 - 23 - 71

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO PUBLIC WORKS MUTUAL AID AGREEMENT

WHEREAS, the City of Clayton desires to enter into a *Public Works Mutual Aid Agreement* with other public entities for the purpose of rendering mutual aid, assistance, labor, and equipment to each other in the event of non-emergency and emergency situations arising within their individual jurisdictions when their own non-safety public works labor and equipment is deemed inadequate; and

WHEREAS, the Council of the City of Clayton deems entering into a *Public Works Mutual Aid Agreement* to be in the best interest of the City and necessary for the preservation of the health, safety, and welfare of its citizens.

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

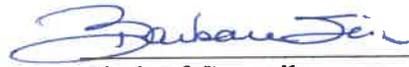
1. The City Manager is authorized to enter into a *Public Works Mutual Aid Agreement* with other public entities in substantially similar form as appended hereto as **Exhibit A**.
2. That this Resolution shall be effective as an exception to any ordinance, resolution or other legislation of the City of Clayton, Ohio, inconsistent with this Ordinance or which imposes additional requirements for effectiveness or validity.

ADOPTED BY COUNCIL ON DECEMBER 7, 2023.

AUTHENTICATION:



Mayor (Presiding Officer of Council)



Clerk of Council

APPROVED AS TO FORM:



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

Register Herald

Date of publication

December 13, 2023

Barbara Stein

CLERK

Public Works Mutual Aid Contract

WHEREAS, it is the expressed desire of municipalities located in the southwest Ohio area, to agree to unite by contract for the purpose of rendering mutual aid, assistance, manpower and equipment, to each other in the event of both non-emergency events and emergency situations arising within their individual jurisdictions wherein their own non-safety Public Works manpower and equipment is deemed inadequate; and,

WHEREAS, this mutual aid agreement is both an attempt, prior to the actual occurrence of a disaster or an event, to facilitate recognition of emergency and non-emergency demands and make the response of participating communities more effective; and,

WHEREAS, the citizens served by all parties having the desire to contract as aforementioned will be better protected both in life and limb as well as in property by having available the mutual aid, assistance, manpower and equipment of the other parties to this contract should an emergency or non-emergency event arise wherein their respective forces are deemed inadequate to meet such emergencies or events; and,

WHEREAS, in addition to non-emergency events, the preservation of life, limb and property of the citizens of the various communities desiring to contract herein depends upon having available all possible aid, assistance, manpower, equipment, and knowledge.

NOW THEREFORE, this contract is entered into upon the following terms and conditions, by and between the parties hereto set forth below, with the mutual promise of each to the other as consideration therefor:

I. DEFINITIONS

For the purpose of this contract, a disaster will be defined as the occurrence, or imminent threat, of widespread or severe damage or loss of property or life which exceeds the routine capabilities of local government, health care, and other community agencies. The most common disasters include floods, major fires, earthquakes, tornadoes, and other emergencies which occur with little or no warning. While these disasters cannot be foreseen, their effects on a community can be anticipated and planned for in order to expedite the community's return to normal conditions. Actions taken to cope with an emergency may prevent a disaster from becoming a tragedy.

For the purposes of this contract, non-emergency events or just events shall be any non-emergency events that allows a local jurisdiction to seek assistance from another jurisdiction for non-emergency public works equipment or services.

II. PRIMARY RESPONSIBILITY

No provision of this contract shall be construed to place liability upon any other party hereto for failure to respond to a request for assistance hereunder, if, in the sole discretion of the party being requested, their services are considered necessary to the community or are for which they are primarily responsible.

Further, it is agreed that each party hereto bears the burden of protecting that area through which it gains its compensation and authority, and that any decision to render aid to another party hereto requesting same must bear on this principle.

III. REQUESTS FOR AID

A request for aid, assistance, manpower, or equipment under the provisions of this contract shall be made only by the chief executive of the requesting jurisdiction or his/her designee(s) as a party to this contract.

IV. RESPONSE TO REQUESTS FOR AID

A request for aid, assistance, manpower, or equipment under the provisions of this contract shall be made to the person or agency having the responsibility of dispatching such requested party on calls within its own area of jurisdiction. Such requests shall be made, insofar as practicable, in the following manner:

- a.) The authority requesting assistance shall specify the aid, assistance, manpower, or equipment requested;
- b.) The nature and location of the non-emergency event or emergency where such aid is requested;
- c.) The respondent shall then cause an entry of the request to be made on appropriate departmental records, stating the time, pieces of equipment, personnel and the duration of time each was utilized. A copy of the entry shall be forwarded to the requesting jurisdiction at the earliest convenience.
- d.) Each jurisdiction shall provide the requesting party with the name and public service number of the dispatching authority for the particular department. Such lists shall be combined into one item and distributed to all parties hereto as the need demands.

V. CHARGES

No charge shall be made to or by any party to this contract for the services rendered under this contract unless agreed upon by the jurisdiction in advance, it being the expressed intention of the parties hereto that the sole consideration is the mutual promises, each to the other, of rendering aid, assistance, manpower or equipment.

In the event that charges for the services may be reimbursed through third parties,

such as FEMA, each jurisdiction may be entitled to such reimbursement and is responsible for providing documentation for receipt of those funds.

No part of this contract, however, shall be construed as to avoid or nullify any other valid and existing contract which may be in effect between parties hereto or with parties not subject to this contract.

VI. DAMAGES – LOSSES – INJURIES

The parties hereto mutually agree that no party rendering aid, assistance, manpower, or equipment under the provisions of this contract shall seek damages or reimbursement for loss or injury to equipment from any party requesting such aid, assistance, manpower, or equipment, unless the actions of the requesting party or its employees caused the damage; further, that there shall be no reimbursement for any indemnity award or premium contribution assessed against the employing party for Workers' Compensation or other benefits arising by reason of injury or death to a member of a force of such party while engaged in rendering services under the terms of this contract, it being mutually agreed between the parties hereto that the responding party shall be solely responsible for any loss or damages sustained by third parties injured or damaged by any act of said responding party in rendering aid, assistance, manpower, or equipment under the terms of this contract.

VII. MINIMUM COVERAGES

Each party shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the insured party, its agents, representatives, employees, or subcontractors.

1. **Commercial General Liability (CGL)**, with limits not less than \$2,000,000 per occurrence, for bodily injury, property damage, personal & advertising injury.
2. **Automobile Liability** covering any auto, with minimum limits of \$2,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of Ohio, with statutory limits, and **Employers' Liability** with limits not less than \$1,000,000 per accident for bodily injury and disease.

Each party shall cover the other parties, including their officials, agents, employees, and volunteers as Additional Insureds with respect to liability arising out of work or operations performed by the primary insured party including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by the primary insured party.

For claims related to this project, the primary insured party's insurance coverage shall be primary and non-contributing with respect to the additional insureds.

Upon request, each party shall provide the others with a certificate of insurance evidencing compliance with the requirements herein.

VIII. TERM OF CONTRACT

This agreement shall be in effect for a period of three (3) years from the effective date hereof and shall be automatically renewed for successive periods of three (3) years as to all parties, unless termination and notice to withdrawal is completed in accordance with the terms herein.

IX. TERMINATION

It is mutually agreed by the parties that any party may terminate this agreement at any time upon written notice served by either certified mail, return receipt requested, or electronically via email to the other party or parties at least sixty (60) days in advance of such effective termination. Such notice shall be sent to the attention of the Chief Executive to the address or email address set forth below for each party and is deemed served once mailed or sent. Such termination or withdrawal, however, shall not be deemed termination of the entire contract and agreement as to the remaining parties hereto and as to those remaining, this agreement will continue in full force and effect with the mutual promise of such parties remaining as the consideration.

X. EXECUTION

This agreement may be executed in any number of counterparts, all of which together shall be considered a single instrument.

XI. ADDITIONAL PARTIES TO CONTRACT

It is mutually agreed by the parties hereto that from time-to-time new parties to this agreement may be added, provided other requirements are met as specified herein. The date of the initial term shall coincide with the then existing term of this contract, whether within the initial term or successive automatic renewal term hereof, and from that time shall be for the same term as other parties to this contract.

XII. EFFECTIVE DATE

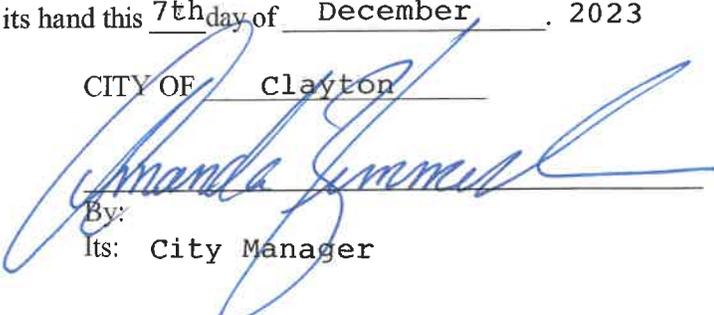
This agreement shall become effective upon execution by each chief executive of each jurisdiction and will be effective on that date as to all parties who have executed the agreement in accordance with law. The administrator, when making initial distribution of the agreement counterparts, shall indicate the dates set forth herein to all parties.

XIII. SEPARABILITY OF CLAUSES

It is mutually agreed by the parties hereto that should any part, section, clause or specification herein be decided unlawful or unconstitutional, the remaining parts, sections, clauses and specifications shall continue to operate as if independent thereof.

IN WITNESS WHEREOF, the undersigned, through its duly authorized agent(s) or representative(s), hereunto set its hand this 7th day of December, 2023

CITY OF Clayton


By: _____
Its: City Manager

Approved as to form: