

ORDINANCE C-14-03

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO MULTIPLE MUTUAL AID AGREEMENTS WITH OTHER CENTRAL OHIO JURISDICTIONS FOR SERVICE DEPARTMENT RELATED SUPPORT

WHEREAS, all communities in Central Ohio and surrounding jurisdictions could fall victim to any number of potential manmade or natural disasters; and

WHEREAS, Public Service/Works Departments stand equipped, staffed and trained to respond to any such challenge; and

WHEREAS, local resources can be rapidly exhausted by such disasters thereby causing reliance on other jurisdictions for assistance; and

WHEREAS, Central Ohio Service/Public Works Departments need a mechanism to allow for the reliable, rapid and smooth response by providing additional resources among and between jurisdictions in times of disaster; and

WHEREAS, a Mutual Aid Agreement for Public Service/Works related personnel and equipment is needed among Central Ohio jurisdictions in order to insure their availability and response prior to a County/State disaster/emergency proclamation; and

WHEREAS, such Mutual Aid Agreements will formalize existing informal agreements, ensure an ongoing spirit of cooperation and increase the overall level of preparedness in the region.

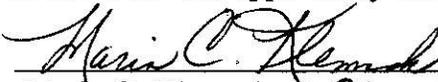
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. The City Administrator is hereby authorized to enter into Mutual Aid Agreements for Public Service/Works related services in times of disaster emergency with both the County-wide Mutual Aid Agreement and/or with other jurisdictions as deemed necessary by the City Administrator.

SECTION 2. This ordinance shall take effect at the earliest opportunity allowed by law.

Passed: 3-17-03
Effective: 4-19-03

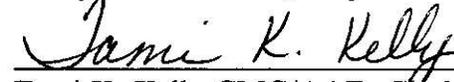
Attest:



Maria C. Klemack, President of Council

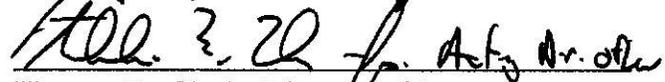


Cheryl L. Grossman, Mayor



Tami K. Kelly CMC/AEE, Clerk of Council

I Certify that this ordinance is correct as to form.



Thomas R. Clark, Director of Law

**INTERGOVERNMENTAL EMERGENCY MUTUAL AID
AGREEMENT**

STATE OF OHIO
COUNTY OF FRANKLIN

WHEREAS, State of Ohio law authorizes local governments to contract with each other to provide services, and

WHEREAS, State of Ohio law and state policy also provides for certain reimbursements or financial aid to local government for certain disasters and emergency conditions declared by the Governor, and

WHEREAS, the Cities, Villages, and Townships, that are signatories to this agreement, finds it to be their best interest to have such mutual aid agreements with other local governmental bodies in the state and region,

NOW, THEREFORE, in consideration of the above recitals and covenants contained herein, the parties hereto agree as follows:

1. The signatories hereby agree to provide through their Director of Public Service or other designee such mutual aid as may be requested by a governmental unit, which has emergency conditions of a nature or manmade disaster as defined by State of Ohio law. The aid rendered shall be to the extent of available personnel and equipment not required for minimum needs of the their jurisdiction. The judgment of the Director of Public Service or his/her designee shall be final as to the personnel and equipment so available.
2. Personnel dispatched to aid another jurisdiction shall remain employees of the jurisdiction providing aid under this agreement, but shall work under the supervision of the Director of Public Services or his or her designee of the requesting jurisdiction. The jurisdiction providing the aid retains the right to withdraw any and all aid rendered upon direction of their Director of Public Services or his or her designee.
3. The Director of Public Services or his or her designee of the jurisdiction providing aid will provide a list of hourly rates, equipment costs, and hours worked for all such aid to the requesting jurisdiction for all actual costs, and the requesting jurisdiction agree to compensate such claim for costs incurred as expeditiously as possible.
4. The jurisdiction providing aid will maintain workers compensation coverage for its employees and liability coverage for its vehicles and equipment. Any uninsured or extraordinary expenses may be a part of claimed costs for reimbursement. The requesting jurisdiction agrees to maintain adequate liability insurance under state law and to hold harmless and indemnify the jurisdiction providing aid for any and all claims occurring while its personnel and equipment are working under the direction of the Director of Public Services of the

requesting jurisdiction. These indemnities shall include attorney's fees and costs that may arise from providing aid pursuant to this agreement.

- 5. The purpose of these recitals is to insure that the jurisdiction providing aid is reimbursed all costs and assumes no additional liabilities as a result of this agreement. Neither party to this agreement shall be liable for its failure or refusal to render aid pursuant to this agreement. The Director of Public Services (or his /her designee) in charge of operations for the requesting jurisdiction shall in his / her sole discretion determine the manner which such emergency aid may be used.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties subscribed below and is binding upon the jurisdictions that are signatories below.

City of Grove City

By: _____ Title: _____ Date: _____

City of Dublin

By: _____ Title: City Manager Date: _____
Jane S. Brautigam