

ORDINANCE NO. 1669 AC CMS

AN ORDINANCE AUTHORIZING MUTUAL AID AGREEMENTS  
IN ORDER TO PROVIDE INTERCHANGE AND USE OF PERSONNEL  
AND EQUIPMENT WITH VARIOUS WATER AND SEWER UTILITY  
DEPARTMENTS IN CASE OF EMERGENCIES

WHEREAS, the Ohio Revised Code recognizes that mutual aid emergency agreements are a valid public purpose; and,

WHEREAS, Section 735.05.1 of the Ohio Revised Code permits a municipality to enter into contracts in the case of a real and present emergency without formal bidding and advertising for work to be done or for supplies to be purchased for municipal utility purposes; and,

WHEREAS, it is vital to the health and well being of the inhabitants of this municipality that the water supply and distribution and sewer collection and wastewater treatment systems thereof be maintained in sound working condition at all times, and it is recognized by this Council that emergencies may arise to interfere with such utility and precautions should be taken to provide for the continued maintenance and repair of the system in any emergency.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Oberlin, Lorain County, State of Ohio, a majority of all members elected thereto concurring:

SECTION 1. That the City Manager be and is hereby authorized on behalf of this municipality to enter into a mutual aid contract with the various municipal water and sewer utility systems in the State of Ohio for emergency repair service and for emergency equipment, personnel, and supplies in case of emergencies; said agreements are subject to and shall contain the provisions set forth below.

SECTION 2. That each agreement for mutual aid for water and sewer utility service and repair shall contain the following provisions:

- a. Each party will respond so far as in the judgment of the supervisor of the municipal water or sewer utility or designated employee that such response is consistent with the proper operation and protection of its own water and sewer system.
- b. When the City Manager or other designated person(s) calls for assistance, he shall state the specific emergency and the equipment and personnel needed. He shall give explicit directions as to the location where assistance is needed and shall, whenever possible, dispatch someone to a specific meeting place to escort persons responding to the source of the emergency.
- c. All charges for service rendered shall be set forth in the agreement as set forth in Section 2h below.
- d. It is mutually agreed that all personnel of the responding party, while responding to a call by a calling party, shall be acting within the scope of their employment while enroute to and from the emergency and while acting within the territory of the calling municipality.

e. That for the purpose of affording maximum protection to the various municipal water and sewer systems of the municipalities which are parties to this agreement, the parties do hereby agree to interchange the services of the Water and Sewer Departments of each and the equipment and supplies of each. To that end, it is mutually agreed that they will assist the party requesting emergency service by responding to any call from the City Manager or designated person(s) of the municipalities which are party to this agreement with all available equipment, manpower and supplies and will render like services while so responding as it renders to itself and to its own inhabitants. Provided, however, that in no case shall the party called upon or rendering such service be liable in damages to any other party or to its inhabitants, or contractual obligees, for failure to answer any such call, or for any inadequacy of equipment, operation of equipment, or for any cause whatsoever growing out of such use of said water or sewer department equipment, supplies or personnel. Nor shall the party which issued the call be liable in any manner or event for damages or loss of equipment or injury to personnel suffered by the party or parties answering such call, except in cases of gross neglect.

f. Upon any occasion for which assistance is called pursuant to the terms of this agreement, the City Manager or designated person(s) of the calling municipality shall have full charge and authority over any assisting equipment and personnel responding to such call, provided, however, that equipment of the assisting municipality shall be operated by or under the direction of personnel of the assisting municipality.

g. It is further mutually agreed that this agreement shall be in effect between all parties signatory hereto on and after the date of execution by such parties for a period of three (3) years and may be automatically renewed for successive periods of three (3) years as to all parties executing the same except as to any party who shall withdraw by giving ninety (90) days advance notice of its intention to withdraw by certified mail to all other parties to this agreement.

h. Charges to any municipality utilizing the manpower or equipment of another party under this mutual aid agreement shall be at the actual rate of pay per man hour worked times a multiple of 2.5 which shall allow for fringes and equipment use. Immediately upon completion of any emergency response, the responding municipality shall submit an itemized statement to the calling municipality which shall indicate the hours worked by its employees, the rate of pay for each employee, any overtime worked and payment due therefor, the total claimed due and a list of equipment used in rendering the assistance called for. Supplies furnished by the responding party shall be billed to the calling party at cost to the supplying municipality. The calling municipality shall arrange for payment of said statement at the earliest possible time thereafter, but no more than thirty (30) days after the billing date.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of the 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 shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 1st reading - December 20, 1982  
2nd reading - January 3, 1983  
3rd reading - January 17, 1983

ATTEST:

Julie Simonson  
CLERK OF COUNCIL

Carl Breuning  
CHAIRMAN OF COUNCIL

POSTED: January 18, 1983