

PUBLIC WORKS MUTUAL AID AGREEMENT

This mutual aid agreement ("Agreement") is made between the City of Moraine and City of Trotwood entered into this 24th day of January, 2020.

INTRODUCTION

For the purpose of this Agreement 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 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. This mutual aid contract is an attempt to facilitate recognition of emergency demands and make the response of participating communities more effective.

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

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

WHEREAS, the preservation of life, limb and property of the citizens of their communities desiring to contract herein depends upon having available all possible aid, assistance, labor equipment and knowledge;

NOW THEREFORE, this Agreement is entered into upon the following terms and conditions, by and between the parties hereto, with the mutual promise of each to the other as consideration therefor;

ARTICLE I EFFECTIVE DATE

This Agreement shall become effective upon execution by the City Managers of each party and will be effective on that date as to all parties who have executed the Agreement in accordance with law.

ARTICLE II REQUESTS FOR AID (By Whom Made)

A request for aid, assistance, labor or equipment under the provisions of this contract shall be made only by the City Manager or his/her designee(s).

ARTICLE III REQUESTED FOR AID (Manner)

A request for aid, assistance, labor or equipment under the provisions of this Agreement 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 requesting authority will spell out specifically what aid, assistance, labor or equipment it requires;
- B. They shall state the nature and location of the emergency where such aid is needed;
- C. The respondent shall 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.
- D. For the purpose of the above, each party hereto shall provide each of the other parties the name and telephone number of the dispatching authority for the department. Such lists shall be combined into one item and distributed to all parties hereto as the need demands.

ARTICLE IV SERVICES

- A. In the event of a disaster that requires aid of equipment and personnel beyond that which each party is able to provide for itself, all parties hereto agree that at the request of any party hereto the others will loan such equipment and personnel as the respective officials of the lending jurisdiction, in their discretion, shall determine can be reasonably spared at the time without placing their own community in jeopardy.
- B. The lending party shall be responsible for the delivery of said equipment and personnel to the location specified by requesting party.
- C. All equipment and personnel loaned hereunder shall be returned upon demand of the lending party or when released by the requesting party upon the cessation of the emergency.

ARTICLE V CHARGES

No charges shall be made to or by any party to this Agreement for the services rendered under this Agreement 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, labor or equipment. 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 entering into this contract. This section also does not waive the right for either party to seek reimbursement from other sources of funds such as FEMA or from State agencies.

ARTICLE IV DAMAGES – LOSSES – INJURIES

The parties hereto mutually agree that no party rendering aid, assistance, labor or equipment under the provisions of this contract shall seek damages or reimbursement for loss or injury to equipment from any party hereto requesting such aid, assistance, labor or equipment, except as hereinafter provided; 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 of 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, labor or equipment under the terms of this contract.

ARTICLE V TERMINATION

It is mutually agreed by the parties that any party may terminate this Agreement at any time upon at least thirty (30) days prior written notice to the other.

ARTICLE VI INTEGRATION

This Agreement contains the entire understanding between the parties, and there are no understandings or representations not set forth or incorporated by reference herein. No subsequent modifications of this Agreement shall be of any force or effect unless in writing signed by the parties.

ARTICLE VII COMPLIANCE WITH LAWS

In the performance of this Agreement, each party shall comply with all applicable Federal, State and Local laws, rules, and regulations. It is mutually agreed by the parties hereto that should any parts, sections, clauses and specifications shall continue to operate as if independent thereof.

ARTICLE VIII TERM OF CONTRACT

This Agreement shall be in effect for a period of three (3) years from the effective date hereof, unless termination and notice to withdrawal is completed in accordance with the terms herein.

SIGNATURES OF AGREEING OFFICIALS

CITY OF MORaine

Michael Davis
City Manager

CITY OF TROTWOOD

Quincy E. Pope
City Manager