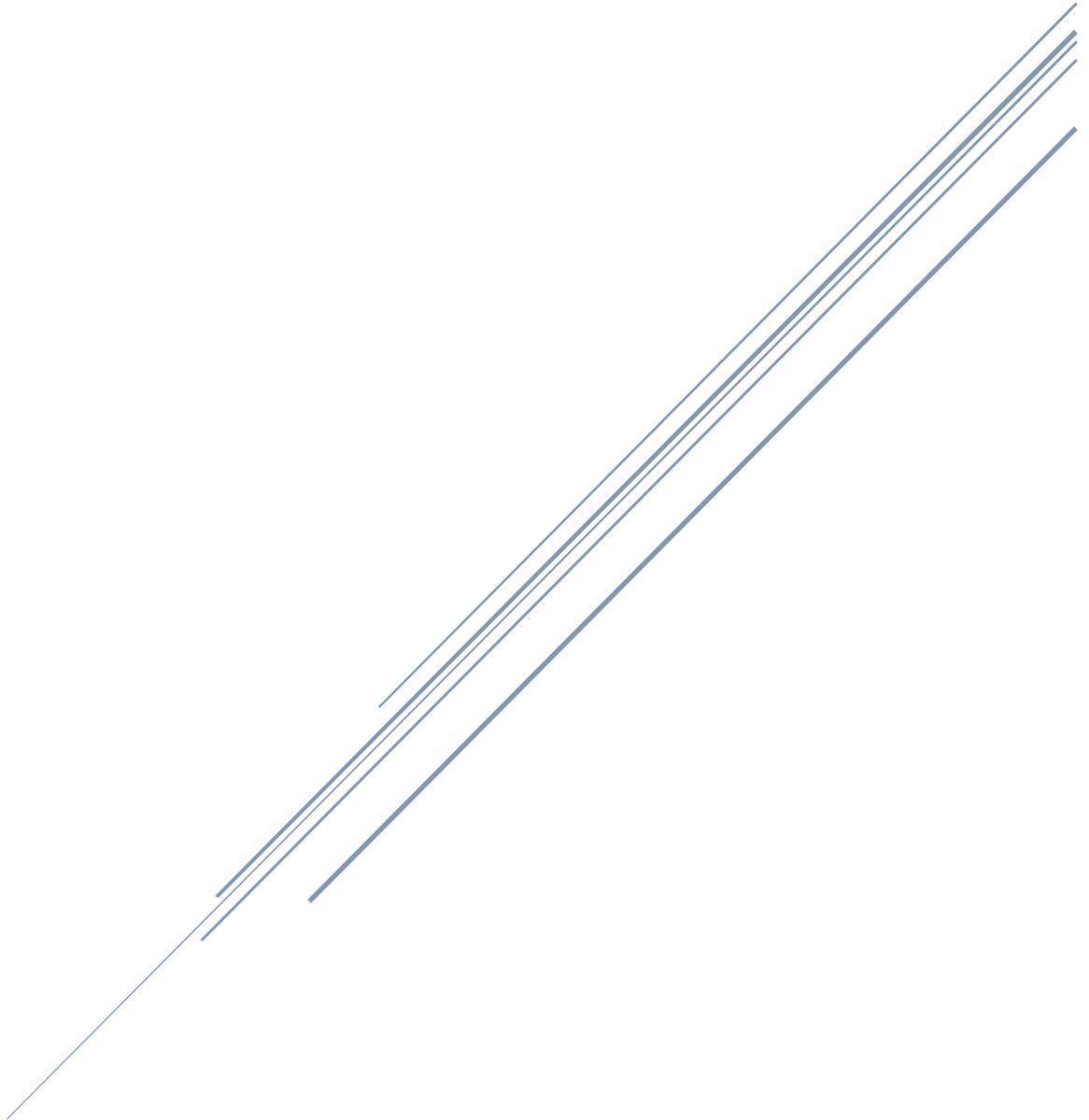


# MERCER COUNTY

## Countywide Mutual Aid and Assistance Agreement



Adopted: 2025

## Mercer County Countywide Mutual Aid and Assistance Agreement

This Mercer County Countywide Mutual Aid and Assistance Agreement is entered into by the respective executive bodies of each of the said political subdivisions.

**WHEREAS**, all Mercer County, Ohio Political Subdivisions, are, from time to time vulnerable to a variety of emergency conditions and situations constituting disasters; and

**WHEREAS**, the parties to this Agreement recognize the importance of having local entities willing to respond to those situations in a well-planned, coordinated and efficient manner. This will better assure the protection, preservation and, if necessary, the restoration of the public safety, health, and welfare of a community stricken by an emergency or disaster regardless what Mercer County Community is affected.

**WHEREAS**, the parties to this Agreement agree to provide mutual aid and assistance to the other signatory parties during occasions of emergency or disaster conditions. This includes the provision of mutual aid provided prior to any such declaration of emergency or disaster and whether the particular circumstances or conditions ever rise to a level of, or result in, any such declaration).

**NOW, THEREFORE, THE PARTIES TO THIS AGREEMENT AGREE AS FOLLOWS:**

### **SECTION 1. DEFINITIONS USED IN THIS AGREEMENT**

“AGREEMENT” means Mercer County Countywide Mutual Aid and Assistance Agreement.

“AID AND ASSISTANCE” means the provision of personnel, equipment, facilities, services, supplies, and other resources.

“AUTHORIZED REPRESENTATIVE” means the employee of a party who has been authorized in writing by that party, to request, to offer, or to otherwise provide aid and assistance under the terms of this Agreement.

“DISASTER” means any incident or situation declared as such by executive order of the Governor of Ohio, or the President of the United States pursuant to federal law, resulting from an occurrence or imminent threat of widespread or severe damage, injury or loss of life or property, caused by any natural, technological, or man-made emergency situation or condition (or reasonably perceived threat thereof), including incidents caused by accidental, military or paramilitary causes.

“EMERGENCY” means an occurrence or condition within the jurisdiction of any signatory party that results in a situation that (i) poses an immediate risk to public health, life, property, safety, or the environment that (ii) is not initially at the level of disaster or emergency that requires a local or state declaration of disaster or emergency (even if such a local or state declaration of disaster or emergency is made after the initial request is made for mutual aid) and (iii) for which the governing jurisdiction determines that the situation exceeds its ability to render appropriate aid and that it is in the public’s best interest to request mutual aid from a governmental

jurisdiction or private entity in Mercer County with which the governing jurisdiction has entered into a mutual aid agreement under the applicable laws of the governing jurisdiction.

“LOCAL EMERGENCY DECLARATION” means a declaration that is evidenced by a written document signed by the chief executive officer(s) of a local entity that specifies and attests that a disaster or emergency has occurred and that the resulting emergency situation is beyond the capability of the local entity to manage using such local resources as are reasonably available to it within its geographical limits.

“LOCAL EMERGENCY MANAGEMENT AGENCY”, as that term applies within the State of Ohio, means the organizational unit of a city, county, urban-county, or charter county government, created pursuant to ORC §5502, with primary jurisdiction, responsibility, and authority for all emergency management program activities within the geographical boundaries of a party.

“LOCAL ENTITY” as the term is used within the State of Ohio, means a county, urban-county, charter-county, city or other general or special purpose unit of government created pursuant to the Ohio Revised Codes with the express power and authority to enter into and execute a contract.

“PROVIDER” means a party that furnishes or is requested to furnish aid and assistance to a recipient pursuant to this Agreement.

“RECIPIENT” means a party that requests or receives aid and assistance from a provider pursuant to this Agreement.

“EMERGENCY RESPONDER” means a person who is required to possess a license, certificate, permit, or other official recognition of expertise in a particular field or area of knowledge, and whose assistance is desirable during an emergency. The term includes, but is not limited to, the following:

1. Firefighters, hazardous materials personnel, specialized rescue personnel, extrication personnel, water rescue personnel, and other specialized personnel.
2. Emergency medical services personnel.
3. Emergency management personnel.
4. Public works personnel.
5. Mental health practitioners, veterinary practitioners, and other public health practitioners.
6. Physicians.
7. Nurses.

## **SECTION II. RECOGNITION OF PRINCIPLES; NO RIGHT OF ACTION FOR THIRD PARTIES**

This Agreement is a reciprocal contract. Thus, it is recognized that any party to this Agreement may become a provider. All parties agree that each party’s primary responsibility is

to its own citizens. This Agreement does not impose an unconditional obligation on any party to provide aid and assistance. Accordingly, a party may in good faith deem itself unavailable to be a provider when requested resources are necessary to provide reasonable and adequate protection for its own citizens. A party unable to honor a request for aid and assistance will inform the party initiating a request.

Given the each party's finite resources, the parties agree to encourage the enlistment of other local entities in mutual aid and assistance efforts. Also, the parties recognize the public purpose for this Agreement, and shall attempt to provide mutual aid to the fullest extent possible.

All responses performed under this Agreement are declared to be governmental functions. Responses performed under this Agreement are for the benefit of the general public and not for any specific individual(s). Thus, the Agreement shall not be construed as an agreement for the benefit of any third parties. No third parties or persons shall have any right of action under this Agreement. All immunities provided by Ohio law shall be fully applicable to any provider acting pursuant to this Agreement.

### **SECTION III. PROCEDURES FOR REQUESTING ASSISTANCE**

No party shall request mutual aid under this agreement unless its own available resources are reasonably deemed to be inadequate to the response. A recipient may request mutual aid by communicating its request to a provider as set forth below. The request should be placed in writing as soon as practicable. The written request should include a copy of a local emergency declaration, if applicable, and a list describing the specific aid needed.

All requests for mutual aid shall be transmitted by the recipient's authorized representative or local emergency management agency as set forth below. A list of authorized representatives for each party shall be attached to the officially approved and adopted copy of this Agreement. Unless otherwise notified, the successor to a position will be presumed to be the authorized representative.

**A. METHOD OF REQUESTING MUTUAL AID AND ASSISTANCE:** A recipient shall initiate a request in the following manner:

1. **REQUESTS THROUGH A RECIPIENT'S LOCAL EMERGENCY MANAGEMENT AGENCY:** A recipient may directly contact the local emergency management agency. The local emergency management agency shall then contact provider parties on behalf of the recipient to coordinate the provision of mutual aid and assistance.
2. **REQUESTS MADE DIRECTLY TO A PROVIDER:** A recipient may directly contact a provider's authorized representative. A provider and recipient using this option shall be responsible for keeping their respective local emergency management agencies advised of the status of response activities, in a timely manner.

**B. REQUIRED INFORMATION:** Each request for aid should include the following information, in writing or by other available means, to the extent known:

1. **Stricken Area and Status:** A general description of the condition of the community (i.e., whether the disaster or emergency is imminent, in progress, or has already occurred) and of the damage sustained to date.
2. **Services:** Identification of the service function(s) and types of assistance needed.
3. **Infrastructure Systems:** Identification of the type(s) of infrastructure system(s) and the type of work for which assistance is needed.
4. **Aid and Assistance:** The amount and type of personnel, equipment, materials, and supplies needed. Also, an estimate of the length of time they will be needed.
5. **Provider's Traveling Employee Needs:** Unless otherwise specified by a recipient, the parties agree that a recipient will provide the basic needs of provider's traveling employees, including but not limited housing, food, water, and sanitary facilities. A recipient shall pay for all reasonable and documented out of pocket costs and expenses incurred by a provider's responding personnel. This includes transportation expenses to and from the stricken area. A detailed invoice shall be provided to the recipient of aid within thirty (30) days of the completion of the mutual aid. If a recipient cannot provide for the basic needs of travelling personnel, then recipient shall specify in its request for assistance that self-sustained and self-supported response personnel are needed.
6. **Facilities:** The need for sites, structures, or buildings outside a recipient's geographical limits to serve as relief centers or staging areas for incoming emergency goods and services.
7. **Meeting Time and Place:** An estimated time and a specific place for a representative of a recipient to meet the personnel and resources of a provider.

**C. STATE AND FEDERAL ASSISTANCE:** A recipient shall be responsible for coordinating all requests for state and/or federal assistance with the local emergency management agency within the recipient's jurisdiction.

**D. LIST OF AUTHORIZED REPRESENTATIVES:** The list of authorized representatives (by name and position) for each party executing this Agreement shall be attached to the executed copy of this Agreement. In the event of a change of personnel, unless otherwise notified, the presumption will be that the successor to that position will be an authorized representative.

#### **SECTION IV. PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE.**

When contacted by a participating entity requesting aid, an entity shall assess its own situation in order to determine the availability of personnel, equipment, and other requested resources. If provider entity determines that it has available resources, its authorized representative shall notify the recipient or the requesting local emergency management agency (whichever communicated the request). A provider should submit a written acknowledgement of a request for aid and assistance receive from a recipient or a local emergency management agency as soon as practicable. The written acknowledgement must indicate a provider's decision to either render aid and assistance or to reject a request and shall be transmitted by the most efficient and practical means to a recipient or to a local emergency management agency. The acknowledgment should contain the following information:

- A. In response to the items contained in the request, a description of the personnel, equipment, and other resources available.
- B. The projected length of time such personnel, equipment, and other resources will be available to serve a recipient; particularly if the availability period is projected to be shorter than one week.
- C. The estimated time when the assistance provided will arrive at the location designated by the authorized representative of the recipient.
- D. The name of the person(s) to be designated as the provider's supervisory personnel.

When a provider submits a written acknowledgement to a requesting local emergency management agency, the local emergency management agency shall notify the recipient's authorized representative and forward the information received from the provider.

#### **SECTION V. SUPERVISION AND CONTROL**

A provider shall designate supervisory personnel among its employees sent to render aid and assistance to a recipient. As soon as practical, a recipient shall assign work tasks to a provider's supervisory personnel and, unless specifically instructed, a recipient shall have the responsibility for coordinating communications between a provider's supervisory personnel and a recipient. A recipient shall provide necessary credentials to a provider's personnel authorizing them to operate on behalf of a recipient.

Based upon the assignments set forth by a recipient, a provider's supervisory personnel shall:

- A. Have the authority to assign work and establish work schedules for a provider's personnel. Further, have direct supervision and control of a provider's personnel, equipment, and other resources. Provider's personnel and resources remain under the direction of the its supervisory personnel. A provider should

be prepared to furnish communications equipment sufficient to maintain communications among its own operating units. If this is not possible, a provider shall notify a recipient accordingly. The parties understand that the recipient may need to supply provider radio frequencies to a provider while a provider is assisting the recipient.

- B. Maintain daily personnel time records, material records, and a log of equipment hours.
- C. Report work progress to a recipient at mutually agreed upon intervals.

## **SECTION VI. LENGTH OF TIME FOR AID AND ASSISTANCE / REVIEW ABILITY / RECALL**

The duration of a provider's assistance shall be for the period agreed upon by the authorized representatives of a provider and a recipient.

As noted in Section II of this Agreement, a provider's personnel, equipment, and other resources shall remain subject to recall by the provider to provide for the reasonably foreseen needs its own citizens when circumstances so warrant. A provider shall make a good faith effort to provide at least twenty-four (24) hours advance notice to a recipient of the provider's intent to recall its resources or to otherwise terminate the mission, unless such notice is not practicable. In such a case, the provider shall give the recipient as much notice as is reasonable under the circumstances.

## **SECTION VII. REIMBURSEMENTS**

Except as otherwise provided below, it is understood that a recipient shall pay to a provider reasonable and documented expenses incurred by a provider as a result of its assistance to a recipient. The reimbursement obligation as detailed below is to commence immediately after the provider support is on scene, unless other agreements are made prior. The terms and conditions of reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed in writing by a recipient and a provider. A recipient shall be ultimately responsible for reimbursement of all eligible reasonable and sufficiently documented expenses.

- A. Personnel - During the period of assistance, a provider shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. A recipient shall reimburse a provider for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance, including, but not limited to, employee retirement benefits. However, as stated in Section IX of this Agreement, a recipient is not responsible for reimbursing any amounts paid or due as benefits to a provider's personnel under the terms of the applicable Ohio Worker's Compensation Law.
- B. Equipment – A recipient shall reimburse a provider for the use of its equipment during the assistance period according to either a pre-established local or state hourly rate or according to the actual replacement, operation and maintenance expenses

incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency (FEMA), the FEMA-eligible direct costs shall be determined in accordance with 44 C.F.R. 206.228. A provider shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. At the request of a provider, fuels, miscellaneous supplies, and minor repairs may be provided by a recipient, if practical. The total equipment charges to a recipient shall be reduced by the total value of the fuels, supplies and repairs furnished by a recipient and by the amount of any insurance proceeds received by a provider.

- C. **Materials and Supplies** - A provider shall be reimbursed for the reasonable and documented costs of all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate established in subsection B of Section VII, unless such damage is caused by the recipient's (or its agents or employees) gross negligence, willful and wanton misconduct, intentional misuse or recklessness of a provider's materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 C.F.R. 206.228. In the alternative, the parties may agree that a recipient will replace, with like kind and quality as determined by the provider, the materials and supplies used or damaged. If such an agreement is made, it shall be in writing.
- D. **Recordkeeping** – A recipient or its representative local emergency management agency, shall provide information, directions and assistance for record keeping to provider's personnel. A provider shall maintain records and submit invoices for reimbursement by a recipient in accordance with the procedures and format used or required by FEMA publications, including 44 C.F.R. Part 13 and applicable Office of Management and Budget (OMB) Circulars.
- E. **Payment; Other Miscellaneous Matters as to Reimbursement** – The costs and expenses to be reimbursed by the recipient shall be listed on an itemized invoice with any necessary supporting documentation and forwarded by the provider as soon as practicable after the costs and expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 C.F.R. Part 206. A recipient shall pay the bill or advise of any disputed items, not later than sixty (60) days following the billing date. These time frames may be modified in writing by mutual agreement.

## **SECTION VIII. RIGHTS AND PRIVILEGES OF PROVIDER'S EMPLOYEES**

In accordance with ORC §5502.29 (J), whenever a provider's employees are rendering aid pursuant to this Agreement, its employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of the provider.

## **SECTION IX. PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY**



## **PROVIDER'S WORKER'S COMPENSATION POLICY**

- A. This mutual aid agreement does not create an employment relationship between the jurisdiction requesting aid and the employees and agents of the jurisdiction rendering aid.
- B. In accordance with ORC §5502.29 (K), all pension, relief, disability, death benefits, worker's compensation benefits, and other benefits enjoyed by emergency responders rendering mutual aid under this mutual aid agreement extend to the services the emergency responders perform outside their respective jurisdictions, as if those services had been rendered in their own jurisdiction.

## **SECTION X. INITIAL DURATION OF AGREEMENT / RENEWAL / TERMINATION**

This Agreement shall be binding for not less than one (1) year from its Effective Date, unless terminated upon at least sixty (60) days advance written notice by a party as set forth below. Thereafter, this Agreement shall renew automatically from year to year, unless terminated by written notification as provided above at least sixty (60) days in advance of the initial term or any renewal thereof. A party terminating their participation in this Agreement shall submit a copy of their written termination notice to the other party or parties to the agreement. A party's termination of this Agreement shall not affect that party's reimbursement obligations or any other liability or obligation incurred under the term of this Agreement. Once a termination is effective, a terminated entity shall no longer be a party to this Agreement, but this Agreement shall continue to be in force among the remaining parties.

## **SECTION XI. SEVERABILITY**

If any clause, sentence, provision, or portion of this Agreement by a court of law to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any such subpart has been declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

## **SECTION XII. EFFECTIVE DATE, APPROVAL AND ADOPTION**

This Agreement shall take effect upon the last of all required approvals and the passage of adopting resolutions by the appropriate governmental officials of each of the entities seeking to become a party to this Agreement.

## **SECTION XIII. DUE AUTHORIZATION**

Each of the parties to this Agreement represents and warrants to the other party(s) that the

## Mercer County Countywide Mutual Aid and Assistance Agreement

execution and delivery of this Agreement has been duly authorized by separate resolution or ordinance, as applicable, by the respective Governing Bodies. and that the authority therein contained to so execute, deliver and perform the obligations of performance assumed hereunder by each of the respective parties to this Agreement remains fully effective, without subsequent revocation, rescission or material modification or limitation, as of the respective executions and deliveries of each counterpart of this Agreement (each of which counterparts shall be for all purposes, considered an original document).

***IN WITNESS WHEREOF***, the undersigned members of the Governing Bodies., have duly executed this Agreement on the month and day opposite the respective signature template for each such party to become effective as herein provided.

SIGNATURE PAGE

***GOVERNING BODIES***

\_\_\_\_\_  
Mercer County Commissioner

\_\_\_\_\_  
Village of St. Henry

\_\_\_\_\_  
Mercer County Commissioner

\_\_\_\_\_  
Village of Burketsville

\_\_\_\_\_  
Mercer County Commissioner

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Jefferson Township

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City of Celina

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Granville Township

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Village of Rockford

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