

15 ORDINANCE NO. 1982-

TO AUTHORIZE MUTUAL AID AGREEMENT IN ORDER TO PROVIDE INTERCHANGE AND USE OF PERSONNEL AND EQUIPMENT WITH VARIOUS WATER UTILITY DEPARTMENTS IN CASE OF EMERGENCIES, AND TO DECLARE AN EMERGENCY

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 system 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.

BE IT ORDAINED BY THE COUNCIL OF THE _____ Village
OF _____
Spencer _____, OHIO:

I: That the _____ Water Superintendent, _____ be and is hereby authorized and directed on behalf of this municipality to enter into a mutual aid contract with the various municipal water 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.

II: That each agreement for mutual aid for water 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 utility or designated employee that such response is consistent with the proper operation and protection of its own water system.

B. When a Public Service Director, Water Superintendent, Utilities Director or his designated employee 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 and the party asking for assistance shall assume the expense of loss or damage to equipment belonging to the assisting party which may occur while engaged in the emergency assistance requested.

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 systems of the municipalities which are parties to this agreement, the parties do hereby agree to interchange the services of the Water 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 Service Director, Water Superintendent, Utilities Director or his designate 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, negligent operation of equipment, or for any cause whatsoever growing out of such use of said water department equipment, supplies and 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.

F. Upon any occasion for which assistance is called pursuant to the terms of this agreement, the Service Director, Utilities Director or designated person of the calling municipality shall have full charge and authority over any assisting equipment and personnel responding to such call.

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 notice of its intention to withdraw by certified mail to all other parties to this agreement and mailed prior to the expiration date hereof, or of any renewal period.

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.

III. This Ordinance is hereby declared to be an emergency ordinance necessary for the preservation of the public peace, health, safety and welfare of the Village of Spencer and for the particular reason that mutual aid agreements are necessary to insure protection of the Village water service and that this Ordinance shall be in full force and effect from and after its passage.


MAYOR

PASSED: December 15, 1982

ATTEST:


CLERK