

RESOLUTION NO. 25-90

CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Mark Beasley ON
THE 20th DAY OF August 1990.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE A MUTUAL AID AGREEMENT WITH OTHER POLITICAL SUBDIVISIONS TO OBTAIN ADDITIONAL MUTUALLY AGREEABLE SERVICE PROTECTION.

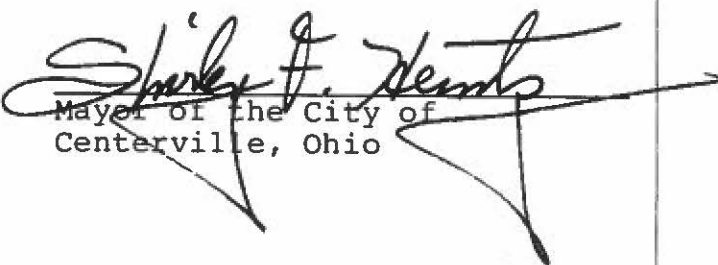
WHEREAS, the City of Centerville and several other political subdivisions desire to obtain additional mutually agreeable service protection for citizens by making the most efficient use possible of the service manpower available from the subdivisions which are parties to such an agreement, and

WHEREAS, this agreement is made pursuant to the provisions of Section 715.02, Ohio Revised Code.

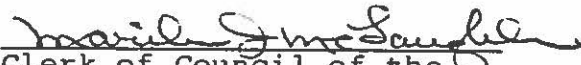
NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES THAT:

SECTION 1. The City Manager is hereby authorized and directed to execute an agreement for mutual aid between the City of Centerville and other political subdivisions under terms and conditions set forth in said agreement, a copy of which is attached hereto, marked Exhibit "A" and incorporated herein.

PASSED this 20th day of August, 1990.


Mayor of the City of
Centerville, Ohio

ATTEST:


Clerk of Council of the
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 25-90, passed by the Council of the City of Centerville, Ohio, on the 20th day of August, 1990..

Maile J. McLaughlin
Clerk of Council

Approved as to form, consistency with existing ordinances, the charter and constitutional provisions.

Department of Law
Robert N. Farquhar
Municipal Attorney

MUTUAL AID AGREEMENT

WHEREAS, the political subdivisions which are parties to this agreement desire to obtain additional mutually agreeable service protection for the citizens of the several political subdivisions by making the most efficient use possible of the service manpower of the several political subdivisions; and

WHEREAS, the political subdivisions which are parties to this agreement are of the opinion that a definitive agreement setting forth the rights, duties and obligations of the parties would be in the best interests of all; and

WHEREAS, This Agreement is made pursuant to the provisions of Section 715.02, Ohio Revised Code;

NOW, THEREFORE, in consideration of the above recitations and the benefits to them mutually accruing, the parties hereto agree as follows:

(1) This Agreement supersedes any mutual aid agreements relating to service departments previously entered into among the parties previously.

(2) In the event of an emergency as determined by the public service director or city manager of any city which is a party hereto and upon the request of such official, or in the event it is mutually agreeable to two or more parties to this agreement, each party to this Agreement shall furnish such manpower and equipment as may be requested by the official requesting such aid if the public service director, city

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manager of the city requested to supply the equipment or the designate of either is of the opinion that the requested manpower and equipment is available. Such manpower and equipment may be recalled at the sole discretion of the official furnishing same or his superior.

(3) The execution of this Agreement shall not give rise to any liability or responsibility for failure to respond to any request for assistance made pursuant to this Agreement against any political subdivision failing to respond and in favor of the political subdivision requesting assistance. This Agreement shall not be construed as, or deemed to be, an agreement for the benefit for any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

(4) At the time any request for service is made hereunder, the parties involved shall negotiate and agree upon any charge or cost sharing of any service to be rendered, if practical. If no such agreement is reached prior to the service being rendered, it shall be presumed that such aid is without charge unless the parties agree that payment will be settled after the service is rendered.

(5) There shall be no reimbursement for loss or damage to equipment while engaged in activity in accordance with this Agreement, nor shall there be any reimbursement for any indemnity award or premium contribution assessed against the employing political subdivision for Workers Compensation benefits arising by reason of injury or death to a member of the service department of said political subdivision while

engaged in rendering services under this Agreement.

(6) This Agreement shall remain in full force and effect from the date of execution by each party until cancellation by any party as to its participation by the giving of thirty (30) days prior written notice to all other parties. Each party shall execute this Agreement only after the effective date of an ordinance passed authorizing this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date following their signatures.

Witness:

City of Bellbrook

By: _____
its City Manager

Approved as to form

City Attorney

City of Centerville

By: _____
Its City Manager

Approved as to form

City Attorney

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City of Germantown

By: _____
Its City Manager

Approved as to form

City Attorney

City of Kettering

By: _____
Its City Manager

Approved as to form

City Attorney

City of Miamisburg

By: _____
Its City Manager

Approved as to form

City Attorney

City of Moraine

By: _____
Its City Manager

Approved as to form

City Attorney

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City of Oakwood

By: _____
its City Manager

Approved as to form

City Attorney

City of Springboro

By: _____
its City Manager

Approved as to form

City Attorney

City of West Carrollton

By: _____
Its City Manager

Approved as to form

City Attorney

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