

**ORDINANCE NO. 2021-03
INTRODUCED BY: DEBERNARDO**

4293

**AN ORDINANCE
ADOPTING THE MUTUAL ASSISTANCE AND AID
AGREEMENT AMONG BAINBRIDGE TOWNSHIP, VILLAGE
OF CHAGRIN FALLS, RUSSELL TOWNSHIP, AND SOUTH
RUSSELL VILLAGE FOR RECIPROCAL EMERGENCY
MANAGEMENT ASSISTANCE AND AID, AUTHORIZING
THE MAYOR TO EXECUTE SUCH AGREEMENT, AND
DECLARING AN EMERGENCY.**

WHEREAS, Section 5502.29 of the Ohio Revised Code permits political subdivisions to develop mutual assistance or aid agreements for reciprocal emergency management assistance or aid for the purposes of preparing for, responding to, and recovering from an incident, disaster, exercise, training activity, planned event, or emergency, any of which requires additional resources so that in the time of any incident, disaster, exercise, training activity, planned event, or emergency, any of which requires additional resources, each political subdivision may render assistance in accordance with such mutual assistance or aid agreements;

WHEREAS, the Village of Chagrin Falls, Bainbridge Township, Russell Township, and South Russell Village are all political subdivisions that neighbor one another and could each benefit from such reciprocal cooperation, assistance, and aid among each other during any incident, disaster, exercise, training activity, planned event, or emergency that requires additional resources; and;

WHEREAS, in accordance with Section 5502.29 of the Ohio Revised Code, it is the desire of Bainbridge Township, the Village of Chagrin Falls, Russell Township, and South Russell Village to enter into a mutual assistance and aid agreement to provide for the reciprocal mutual assistance and aid among each other during any incident, disaster, training activity, planned event, or emergency that requires additional resources.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE
OF CHAGRIN FALLS, CUYAHOGA COUNTY, STATE OF OHIO:**

Section 1. The Mutual Assistance and Aid Agreement Among Bainbridge Township, the Village of Chagrin Falls, Russell Township, and South Russell Village for reciprocal emergency management assistance and aid (“Agreement”), a copy of which is attached hereto and incorporated herein by reference as **EXHIBIT “A”**, is hereby approved.

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Section 2. The Mayor is hereby authorized and directed to execute, on behalf of the Village of Chagrin Falls, the Agreement attached hereto as **EXHIBIT "A"** or an agreement substantially containing the same terms and conditions as the Agreement, as determined by the Mayor.

Section 3. That actions of this Council concerning and relating to the passage of this legislation were adopted in lawful meetings of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in compliance with all legal requirements, including Chapter 114 of the Codified Ordinances of the Village of Chagrin Falls.

Section 4. That in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls, public notice of this Ordinance shall be given by posting a copy thereof for not less than fifteen (15) days in the Village Hall.

Section 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the Village and for the further reason that it is necessary to have this Ordinance immediately effective to enable the Village to render and receive such mutual assistance and aid; wherefore, provided it receives the affirmative vote of at least two-thirds (2/3) of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force after the earliest period allowed by law.

PASSED: January 11, 2021

Erinn W Grube

Erinn Grube, Council President

Submitted to the Mayor for
his approval on this

12th day of January, 2021

Approved by the Mayor

January, 12 _____, 2021

William A. Tomko

Mayor William Tomko

I hereby certify that Ordinance No. 2021-03 was duly enacted on the 11th day of January, 2021, by the Council of the Village of Chagrin Falls and posted in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls.

David B. Bloom

David Bloom, Clerk of Council

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EXHIBIT “A”

**MUTUAL ASSISTANCE AND AID AGREEMENT AMONG
BAINBRIDGE TOWNSHIP, THE VILLAGE OF CHAGRIN FALLS, RUSSELL TOWNSHIP,
AND SOUTH RUSSELL VILLAGE FOR RECIPROCAL EMERGENCY MANAGEMENT
ASSISTANCE AND AID**

This Mutual Assistance and Aid Agreement (“Agreement”) is made this ____ day of _____, 20__, among the Board of Trustees of Bainbridge Township, an Ohio township (“Bainbridge”), the Village of Chagrin Falls, an Ohio municipal corporation (“Chagrin Falls”), the Board of Trustees of Russell Township, an Ohio township (“Russell”), and South Russell Village, an Ohio municipal corporation (“South Russell”) (collectively, the “Contracting Parties” or each separately as a “Contracting Party”) for the provision of reciprocal emergency management assistance and aid among the Contracting Parties.

WHEREAS, the Contracting Parties are all political subdivisions that neighbor one another and could each benefit from cooperation, assistance, and aid among each other during any incident, disaster, exercise, training activity, planned event, or emergency that requires additional resources;

WHEREAS, Section 5502.29 of the Ohio Revised Code permits political subdivisions to develop mutual assistance or aid agreements for reciprocal emergency management assistance or aid for the purposes of preparing for, responding to, and recovering from an incident, disaster, exercise, training activity, planned event, or emergency, any of which requires additional resources so that in the time of any incident, disaster, exercise, training activity, planned event, or emergency, any of which requires additional resources, each political subdivision may render assistance in accordance with such mutual assistance or aid agreements; and

WHEREAS, in accordance with Section 5502.29 of the Ohio Revised Code, the Contracting Parties desire to enter into a mutual assistance and aid agreement with each other for reciprocal emergency management assistance aid in the event of any incident, disaster, exercise, training activity, planned event, or emergency which requires additional resources.

NOW THEREFORE, in consideration of the mutual promises and covenants provided herein, the sufficiency of which is hereby accepted, the Contracting Parties hereby mutually agree as follows:

1. Procedure.
 - a. In the event any incident, disaster, exercise, training activity, planned event or emergency is experienced by a Contracting Party, including but not limited to equipment loss, employee absence, or illness, which requires additional resources, any Contracting Party to this Agreement may respond and render mutual assistance and aid (“Responding Contracting Party”) to any other Contracting Party in need (“Recipient Contracting Party”) upon request of the Recipient Contracting Party or where the need of such mutual assistance and

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aid is apparent, at no cost to the Recipient Contracting Party or at a cost first agreed upon between the Responding Contracting Party and the Recipient Contracting Party or Parties for out of pocket costs of the Responding Contracting Party.

- b. Mutual assistance and aid include but are not limited to a Responding Contracting Party providing personnel, equipment, energy resources, fuel, communications, and/or other resources to a Recipient Contracting Party at no cost to the Recipient Contracting Party during such incident, disaster, exercise, training activity, planned event or emergency.
- c. At any time, a Responding Contracting Party may recall its assistance when it is considered to be in the best interests of the Responding Contracting Party.

2. Workers' Compensation.

Each of the Contracting Parties shall be responsible for injuries or death of its own personnel. Each Contracting Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing mutual assistance and pursuant to this Agreement. Each Contracting Party waives the right to sue any other Contracting Party for any workers' compensation benefits paid to its own employees or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any of the Contracting Parties or its officers, employees, or volunteers during the rendering or receipt of such mutual assistance or aid.

3. Damage to Equipment.

Each Contracting Party shall be responsible for damages to or loss of its own equipment. Each Contracting Party waives the right to sue any other Contracting Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Contracting Party or its officers, employees, or volunteers during the rendering or receipt of such mutual assistance or aid.

4. Personnel.

- a. Personnel rendering assistance or aid pursuant to this Agreement shall remain employees or agents of the Responding Contracting Party, including for purposes of tort liability and immunity from tort liability, and nothing in this Agreement shall be construed to create an employment relationship between the Recipient Contracting Party and the employees or agents of the Responding Contracting Party.
- b. Personnel of the Responding Contracting Party shall continue under their local command and control structure but shall be under the operational control of the appropriate officials within the incident management system of the Recipient Contracting Party.

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- c. All pension, disability, death benefits, workers' compensation, and other benefits enjoyed by personnel of a Responding Contracting Party shall extend to the services such personnel perform outside the respective Responding Contracting Party's township or municipal corporation boundary to the same extent as while acting within the boundaries of the Responding Contracting Party's township or municipal corporation, and personnel are entitled to the rights and benefits of Chapter 4123 of the Ohio Revised Code to the same extent as while performing service within the boundaries of the Responding Contracting Party's township or municipal corporation.

5. Insurance and Liability.

Each Contracting Party shall, for the life of this Agreement, maintain comprehensive general liability insurance coverage, with minimum limits in the amount of \$1,000,000 each occurrence or equivalent and \$2,000,000 in the aggregate, and shall cause all of the Contracting Parties to be named as additional insured on any applicable insurance policies.

6. Immunity.

All assistance and activities performed under this Agreement are deemed hereby to be government functions. A Responding Contracting Party and its personnel, while rendering assistance or aid under this Agreement, or while in route to or from rendering assistance or aid under this Agreement, shall be deemed to be exercising governmental functions as defined in Section 2744.01 of the Ohio Revised Code, shall have the defenses to and immunities from civil liability provided in Sections 2744.02 and 2744.03 of the Ohio Revised Code, and shall be entitled to all applicable limitations on recoverable damages under Section 2744.05 of the Ohio Revised Code or any other statute, or other law.

7. Term.

This Agreement shall be effective upon approval of a resolution or ordinance by the Contracting Parties adopting this Agreement and shall continue in full force and effect for one (1) year (the "Term") and such Term shall automatically renew for additional periods of one year, unless any of the Contracting Parties provides, in writing, at least thirty (30) days' advance notice prior to the end of the Term to the other Contracting Parties of their intent to not renew the Term of the Agreement. This Agreement may only be amended in writing with the mutual consent and agreement of all of the Contracting Parties. Any of the Contracting Parties may terminate their participation under this Agreement at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other Contracting Parties. In addition, the Contracting Parties mutually agree to annually review the terms and conditions of this Agreement, including but not limited to the provision regarding insurance, before the Term ends.

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IN WITNESS WHEREOF, the Contracting Parties hereto have executed this Agreement.

BAINBRIDGE TOWNSHIP
BOARD OF TRUSTEES

VILLAGE OF CHAGRIN FALLS

By: _____
Title: Chairman, Board of Trustees

By: _____
Title: Mayor

RUSSELL TOWNSHIP
BOARD OF TRUSTEES

SOUTH RUSSELL VILLAGE

By: _____
Title: Chairman, Board of Trustees

By: _____
Title: _____