

Introduction

The purpose of this manual is to help you take full advantage of your jurisdiction's participation in the *Public Works Mutual Aid Pact*. Keep it handy. If a disaster such as a tornado or flood strikes your community, this manual may help you locate the assistance you need to prevent the disaster from becoming a tragedy and to return service to normal as quickly as possible.

The manual consists of three sections:

- A list of the participating jurisdictions and the names and contact information of each jurisdiction's designated contact personnel.
- A selective inventory of each jurisdiction's public works equipment. The equipment listed has been identified as that which is most often needed in emergency situations. It includes heavy and light equipment, as well as parks, road repair and service/garage equipment.
- An Appendix, including frequently asked questions on the *Public Works Mutual Aid Pact* and a copy of the agreement.

This manual is periodically updated for participant use. You can help keep the manual current by alerting the Center staff to any changes in your jurisdiction's key contact personnel or public works equipment inventory.

This manual should be made available to your public works director, or other person who may be responsible for coordinating public works activities in the event of an emergency. You may make as many copies of the manual as you deem necessary for your operation.

Frequently Asked Questions

1. *Why have a Public Works Mutual Aid Pact?*

The Public Works Mutual Aid Pact was an outgrowth of The Center for Local Government's Collaboration Committee's discussions in 1993 about the need to develop some mechanism that would allow local jurisdictions to have a clear understanding of the roles and responsibilities assumed when giving assistance to other jurisdictions in emergency situations. Some of the items that members of that committee felt should be addressed included liability in the event of an accident involving one jurisdiction's equipment or personnel while serving in another jurisdiction, liability in the event of an accident involving a member of the public, duration of use of equipment or work crews following an emergency, and the definition of an emergency. Committee members felt that clarifying these kinds of issues in advance of an emergency would allow for better response to emergencies when they occur.

2. *What constitutes an emergency?*

Our Mutual Aid Pact defines a "disaster" as "... the occurrence, or imminent threat of widespread or severe loss of property or life which exceeds the routine capabilities of local governmental, 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."

3. *What kind of aid is covered?*

This pact covers the provision of "aid, assistance, manpower or equipment" that would normally be associated with the kinds of services provided by a Public Works Department. It is understood that Mutual Aid pacts already exist for police and fire services.

4. *Who can request aid under this agreement?*

The Chief Administrative Office (City Manager, Township Administrator, Village Administrator or Safety Service Director) or his/her designee.

5. *How do you make a request?*

This is spelled out in Section III of the Pact. The directory in this manual identifies the specific persons to be contacted at each participating jurisdiction, and gives appropriate contact information.

6. *What if I get a request for aid when I need the equipment or manpower myself?*

Section II of the Pact clearly establishes that you continue to be entirely free to determine whether or not you are in a position to respond to a request for aid. If you need your resources for the area which you normally service, you are not obligated to send that equipment or manpower elsewhere.

7. *Does signing this pact prevent me from providing aid or receiving aid from a jurisdiction which has not signed?*

No. You remain free to give and receive aid from any other jurisdiction. The advantage of this pact is by signing only one agreement, you have entered into mutual agreements with all the other signatories.

8. *What if I get a request for aid from a signer of this pact after I have committed available resources to a non-signing jurisdiction? Do I have to pull my resources from the other jurisdiction to serve the signer?*

No. The agreement recognizes that in some cases, you may have made a prior commitment. You are never required to break a commitment already made.

9. *If an employee is injured while providing aid under this agreement, which jurisdiction is liable for any worker's compensation that might result?*

The employing jurisdiction. Workers' compensation law in Ohio makes this clear, but this agreement also recognizes that fact.

10. *If we send special equipment to another jurisdiction and unsafe use of the equipment results in injury to an employee, which jurisdiction is responsible for the employee injury?*

If you own the equipment, you are responsible to assure that employees operating the equipment have been properly trained in safe operation. However, if you are a "host" employer, you also have a responsibility to make visiting employees (directly or through their employer) aware of any known hazards before they enter an area or begin to work.

11. *If I request aid, and an employee of responding jurisdiction is injured while providing that aid, can the responding jurisdiction sue me to collect for the Workers' Compensation that may be assessed against that jurisdiction?*

Section V of the agreement specifically provides that no party providing aid shall seek damages or reimbursement under such circumstances.

Public Works Mutual Aid Contract

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 for 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, prior to the actual occurrence of a disaster, to facilitate recognition of emergency demands and make the response of participating communities more effective.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, it is the expressed desire of the member jurisdictions of the Center for Local Government, located in the Greater Cincinnati area, to agree to unite by contract for the purpose of rendering mutual aid, assistance, manpower and equipment, to each other in the event of emergency situations arising within their individual jurisdictions wherein their own non-safety Public Works manpower and equipment is deemed inadequate; and,

WHEREAS, the citizens served by all parties having the desire to contract as aforementioned will be better protected both in life and limb as well as in property by having available the mutual aid, assistance, manpower and equipment of the other parties 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 the various communities desiring to contract herein depends upon having available all possible aid assistance, manpower, equipment, and knowledge;

THEREFORE, this contract 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:

I. PRIMARY RESPONSIBILITY

No provision of this contract shall be construed to place liability upon any other party hereto for failure to respond to a request for assistance hereunder, if, in the sole discretion of the party being requested, their services are considered necessary to the community or are for which they are primarily responsible.

Further, it is agreed that each party hereto bears the burden of protecting that area through which it gain its compensation and authority of jurisdiction, and that any decision to render aid to another party hereto requesting same must bear on this principle.

II. REQUESTS FOR AID (By Whom Made)

A request for aid, assistance, manpower, or equipment under the provisions of this contract shall be made only by the Chief Administrative Officer or his/her designee(s) of a jurisdiction as a party to this contract.

III. REQUESTS FOR AID (Manner)

A request for aid, assistance, manpower, or equipment under the provisions of this contract 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 authority requesting same will spell out specifically what aid, assistance, manpower, 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. A copy of the entry shall be forwarded to the Center for Local Government at the earliest convenience.
- d.) For the purpose of the above, each party hereto shall provide each of the other parties the name and public service 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.

IV. CHARGES

No charge shall be made to or by any party to this contract for the services rendered under this contract 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, manpower 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.

V. DAMAGES – LOSSES – INJURIES

The parties hereto mutually agree that no party rendering aid, assistance, manpower, 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, manpower, 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

DAMAGES – LOSSES – INJURIES (Cont'd)

death to a member of a force of such party while engaged in rendering 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, manpower, or equipment under the terms of this contract.

VI. TERM OF CONTRACT

This agreement shall be in effect for a period of three (3) years from the effective date hereof and shall be automatically renewed for successive periods of three (3) years as to all parties, unless termination and notice to withdrawal is completed in accordance with the terms herein.

VII. TERMINATION

It is mutually agreed by the parties that any party may terminate this agreement at any time upon written notice served by registered mail to the other party sixty (60) days in advance of such effective termination. Such termination or withdrawal, however, shall not be deemed termination of the entire contract and agreement as to the remaining parties hereto and as to those remaining, this agreement will continue in full force and effect with the mutual promise of such parties remaining as the consideration therefore.

Upon receipt of the notice of intent by registered mail from any party hereto, the Center for Local Government, the party designated as the official repository for this contract, will notify all other parties hereto of the details of such notice.

VIII. IMPLEMENTATION

It is mutually agreed that this contract shall be implemented by the organization known as the Center for Local Government, as such group shall be responsible for distribution of the various instruments connected with same, and for acting, through its administrator, as the official repository for same and for sending notices to parties hereto as herein provided.

It is further mutually agreed that membership in the said Association is a prerequisite for being a party to this contract; such limitation being expressed within the limits of membership as hereinafter provided.

IX. PARTIES (Membership)

Shall be comprised of the members of the Center for Local Government.

X. EXECUTION

This agreement may be executed in any number of counterparts, all of which together shall be considered a single instrument. All of the counterparts shall be filed with the administrator, of the Center for Local Government, who shall be deemed the official repository for this agreement and contract is accepted, together with the citation for providing who shall sign the counterpart binding said party.

The administrator of the Center for Local Government shall send to each party to this contract a certificate indicating the names of all parties to the same as soon as practicable after the effective date hereof.

XI. ADDITIONAL PARTIES TO CONTRACT

It is mutually agreed by the parties hereto that from time to time new parties to this agreement may be added, provided other requirements are met as specified herein, and further provided that all parties to this contract have been notified by the administrator of the Center for Local Government, by registered or certified mail, no later than thirty (30) days after their acceptance. The date of the initial term shall coincide with the then existing term of this contract, whether within the initial term or successive automatic renewal term hereof, and from that time shall be for the same term as other parties to this contract.

XII. EFFECTIVE DATE

This agreement shall become effective upon execution by the Chief Administrative Officer and will be effective on that date as to all parties who have executed the agreement in accordance with law and have returned same to the administrator of the Center for Local Government. The administrator, when making initial distribution of the agreement counterparts, shall indicate the dates forth herein to all parties.

XIII. SEPARABILITY OF CLAUSES

It is mutually agreed by the parties hereto that should any part, section, clause or specification herein be decided unlawful or unconstitutional, the remaining parts, sections, clauses and specifications shall continue to operate as if independent thereof.

IN WITNESS WHEREOF, the undersigned, through its duly authorized agent(s) or representative(s), hereunto set its hand this _____ day of _____, 20__.

Local Jurisdiction

Chief Administrative Officer

Director, Center for Local Government