

RESOLUTION NO. 6-77

By _____

WHEREAS, member municipalities of the Central Ohio Mayors and Municipal Officials Council have in the past joined in a number of mutual assistance agreements between and among themselves; and

WHEREAS, one comprehensive and coordinated mutual assistance agreement would be both helpful and efficient; and

WHEREAS, participating municipalities may, through a comprehensive mutual assistance agreement, borrow desired equipment, material and supplies and make their city equipment, material and supplies available to others on a loan basis; and

WHEREAS, any such assistance agreement shall provide that the requesting municipality shall be fully responsible for transportation of any and all borrowed equipment; shall maintain and service it; shall return it in the same condition as when possession was assumed, ordinary wear and tear excepted, and the obligations of the parties during the loan period will be governed by the law of gratuitous bailments; Now therefore,

BE IT RESOLVED BY THE CITY OF BEXLEY, OHIO:

SECTION 1. That the Mayor of the City of Bexley is hereby authorized to execute a mutual assistance agreement with other Franklin County municipal corporations provided the covenants and conditions of the same are approved by the Solicitor.

SECTION 2. That this Resolution shall go into full force and effect upon its adoption and approval by the Mayor.

APPROVED December 27, 1977

Richard C. Addison
President of Council

ATTEST: John W. Homburger
Clerk of Council

APPROVED December 28, 1977

Donald H. Madison
MAYOR

First reading December 13, 1977

Revised 1/3/78

MUTUAL ASSISTANCE AGREEMENT

WHEREAS, the signatories hereto are municipal corporations located in Franklin County, Ohio, and;

WHEREAS, it is the desire of each signatory hereto to provide for mutual assistance to fulfill the public service needs of the respective parties hereto.

THEREFORE, in consideration of the mutual promises and obligations made and assumed by this document, the parties agree as follows:

Any municipality which is a party to this agreement may, through its Director of Public Service or other appropriate administrative authority, request a loan of equipment owned by any other party municipality.

Such request shall be made in writing to the Director of Public Service or other appropriate administrative authority of the responding municipality. The written request shall specify the equipment desired and the date upon which it will be returned. The Director of Public Service or other appropriate administrative authority of the responding municipality, if he determines that the loan of such equipment for the period of time specified in the request will cause no substantial interruption of services delivered to the citizens of the responding municipality or inconvenience to workers performing those services, may loan such equipment to the requesting municipality.

The requesting municipality shall be responsible for transportation of the borrowed equipment, shall maintain and service same; shall return same in the same condition as when possession was assumed, ordinary wear and tear excepted, and the obligations of the parties during the loan period shall otherwise be governed by the law pertaining to gratuitous bailments.

In the event that the equipment borrowed requires a trained or skilled operator, the responding municipality may provide the services of such operator to the requesting municipality. While performing services for the requesting municipality said person shall be under the direction and control of the requesting municipality which will pay to the responding municipality its actual cost including pro rata share of fringe benefits of such services

to the responding municipality.

A party municipality may similarly request of another party a loan of materials and supplies. Upon receipt of such request, the responding municipality may loan such materials and supplies to the requesting municipality. The requesting municipality after borrowing such materials and supplies, shall within 45 days thereafter, unless a longer period be agreed upon, either replace same with material or supplies of equal type, grade, and quality or pay the responding municipality the replacement cost of such materials or supplies.
