

RESOLUTION NO. 2021-10
INTRODUCED BY: Mayor Bodnar

**AN EMERGENCY RESOLUTION
AUTHORIZING THE VILLAGE OF MAYFIELD TO ENTER INTO THE
MUTUAL ASSISTANCE AGREEMENT WITH THE CITY OF LYNDHURST**

WHEREAS, it is the expressed desire of the City of Lyndhurst and Village of Mayfield to enter into a mutual aid agreement for the interchange of building inspection services or to provide the services required by the Board of Building Standards of the State of Ohio as deemed necessary, on an as needed basis; and

WHEREAS, the mutual aid agreement will provide for City of Lyndhurst, and Village of Mayfield to render mutual aid to the other as deemed necessary, on an as-needed basis, or in the event of an emergency situation arising within the respective individual jurisdictions, wherein their own manpower and equipment are deemed inadequate; and

WHEREAS, this mutual aid agreement will allow for the provision of reciprocal services across jurisdictional lines and enhance the capabilities of each community to protect residents and property throughout City of Lyndhurst and Village of Mayfield; and

WHEREAS the Council deems it necessary and in the best interest to the health, safety and welfare of all Village residents to enter into the Mutual Assistance Agreement with the City of Lyndhurst.

BE IT RESOLVED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:


SECTION 1. The Council of Mayfield Village finds and determines that it is in the best interest on the Village to enter into the Mutual Assistance Agreement with the City of Lyndhurst and authorizes the Mayor and President of Council to execute the Mutual Assistance Agreement with the City of Lyndhurst in the form attached hereto as **Exhibit A**.

SECTION 2. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meeting of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including requirements of Section 121.22 of the Ohio Revised Code.

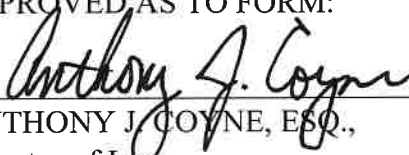
SECTION 3. This resolution is hereby declared to be an emergency measure immediately necessary for the preservation of health, safety and welfare of the residents of Mayfield Village, Ohio, for the reason that it provides for the administration of building inspection services as required by law. It shall, therefore, take effect immediately upon the passage by the affirmative vote of not less than five (5) members elected to Council and approved by the Mayor or otherwise at the earliest time allowed by law.


STEPHEN SCHUTT
Council President

First Reading: April 19, 2021
Second Reading: _____, 2021
Third Reading: _____, 2021
PASSED: April 19, 2021


BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:


ANTHONY J. COYNE, ESQ.,
Director of Law

ATTEST: 
MARY E. BETSA, MMC
Clerk of Council

MUTUAL ASSISTANCE AGREEMENT

This Agreement is entered into this 16th day of March 2021, by and between the CITY OF LYNDHURST, OHIO, an Ohio municipal corporation, and the VILLAGE OF MAYFIELD, OHIO, an Ohio municipal corporation.

WHEREAS, it is the expressed desire of the CITY OF LYNDHURST and VILLAGE OF MAYFIELD to enter into a mutual aid agreement for the interchange of building inspection services or to provide the services required by the Board of Building Standards of the State of Ohio as deemed necessary, on an as needed basis; and

WHEREAS, the mutual aid agreement will provide for CITY OF LYNDHURST, and VILLAGE OF MAYFIELD to render mutual aid to the other as deemed necessary, on an as needed basis, or in the event of an emergency situation arising within the respective individual jurisdictions, wherein their own manpower and equipment are deemed inadequate; and

WHEREAS, this mutual aid agreement will allow for the provision of reciprocal services across jurisdictional lines and enhance the capabilities of each community to protect residents and property throughout CITY OF LYNDHURST and VILLAGE OF MAYFIELD.

THEREFORE, this Agreement is entered into upon the following terms and conditions, by and between the Parties hereto, with the mutual promises of each to the other as consideration therefore:

I. PRIMARY RESPONSIBILITY.

No provision of this Agreement shall be construed so as to place liability upon any other Party hereto for failure to respond to a request for assistance.

II. REQUEST FOR AID

A request for services, aid, assistance, manpower, or equipment shall be made only by Chief Building Official/Building Commissioner.

A request for services, aid, assistance, manpower, or equipment shall be made to the other party's Building Department. Such request shall be made, insofar as practicable, in the following manner:

- a) The Chief Building Official/Building Commissioner requesting same will specify what services, aid, assistance, manpower or equipment are required;
- b) The Official shall state the nature and location of the required services necessary;

- c) The Official shall cause an official entry of such request to be made on appropriate departmental records, stating the time, number of man units or pieces of equipment and the duration of time each was utilized.

III. CHARGES

No charge shall be made to or by any Party for the services rendered under this Agreement except as hereinto provided; it being the expressed intention of the Parties that the sole consideration is the mutual promises, each to the other, of rendering services, aid, assistance, manpower, or equipment.

IV. DAMAGES-LOSSES-INJURIES.

The Parties agree that no Party rendering services, aid, assistance, manpower, or equipment under the provisions of this Agreement shall seek damages or reimbursement for loss or damage to equipment from any Party hereto requesting such services, 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 death to a member of a force of such Party in rendering services under the terms of this Agreement, it being mutually agreed between the Parties hereto that the responding Party shall be solely responsible for any loss or damage sustained by third Parties injured or damaged by any act of said responding Party in rendering services, aid, assistance, manpower, or equipment.

V. TERM OF AGREEMENT.

This Agreement shall be in effect for a period of one (1) year from the effective date of this Agreement and shall be automatically renewed for successive periods of one (1) year as to all Parties, unless termination and notice to withdrawal is completed in accordance with the terms of Article VI.

VI. TERMINATION (NOTICE).

A Party may terminate this Agreement at the expiration of any term or at the end of any successive automatic extension term, by serving written notice by certified mail on the Party designated below, no later than thirty (30) days prior to the expiration of the term.

Notice as to THE VILLAGE OF MAYFIELD

Notice as to LYNDHURST, OHIO

OFFICE OF THE MAYOR

OFFICE OF THE MAYOR

VII. EXECUTION

This Agreement may be executed in any number of counterparts, all of which together shall be considered a single instrument.

VIII. EFFECTIVE DATE.

This Agreement shall become effective as of the date and year first set forth above.

IN WITNESS WHEREOF, the undersigned, through their duly authorized representative have set their hand this 16th day of March 2021.

VILLAGE OF MAYFIELD, OHIO

Brenda T. Bosoon
Mayor

[Signature]
~~Chief Building Official~~
Council President

APPROVED AS TO FORM:

Anthony J. Coyne
Law Director

LYDHURST, OHIO

[Signature]
Mayor

[Signature]
Chief Building Official

APPROVED AS TO FORM:

[Signature]
Law Director