

RESOLUTION NO. 74-16
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER J. Anne Rau ON
THE 19th DAY OF December, 2016.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE A REVISED MUTUAL AID AGREEMENT WITH MONTGOMERY COUNTY, OHIO AND OTHER GOVERNMENTAL JURISDICTIONS WITHIN THE COUNTY.

WHEREAS, the City of Centerville has joined in a Mutual Aid Agreement for police protection with Montgomery County, Ohio and other jurisdictions within the County, and

WHEREAS, it is the opinion of the Council of the City of Centerville that this Agreement be revised.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. The City Manager is hereby authorized and directed to execute a revised agreement for mutual aid with Montgomery County, Ohio and other jurisdictions for mutual aid upon the terms and conditions reasonably acceptable to the City Manager and substantially similar to the attached agreement, marked Exhibit "A" and incorporated herein.

PASSED this 19th day of December, 2016.



Mayor of the City of Centerville, Ohio

ATTEST:



Clerk of Council, City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies that the foregoing is a true and correct copy of Resolution Number 74-16, passed by the Council of the City of Centerville, Ohio on the 19th day of December, 2016.

Carin R. Andrews
Clerk of Council, City of Centerville, Ohio

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions.
Department of Law
Scott A. Liberman
Municipal Attorney

MUTUAL AID AGREEMENT
POLICE

WHEREAS, the political subdivisions which are parties to this agreement are desirous of obtaining additional police protection for the citizens of the several political subdivisions by making the most efficient use possible of the police manpower of the several political subdivisions,

THEREFORE, by signing this document, the undersigned parties and their successors agree to the following:

- (1) All previous versions of this mutual aid agreement entered into for the purpose of obtaining additional police protection are hereby revoked.
- (2) When an event arises in any of the political subdivisions which are a part of this agreement, in which the political subdivision desires assistance or aid for 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, as permitted by Section 5502.29 of the Ohio Revised Code (a "Mutual Aid Event"), the following procedures should be used to invoke the authority of this agreement:
 - a. *[Requesting Agency]* The highest ranking officer on duty of the police department must assess whether additional police manpower and equipment are necessary to handle the Mutual Aid Event;
 - b. If the additional police manpower and equipment are necessary, the highest ranking officer on duty of the Requesting Agency may request mutual aid from any political subdivision in this agreement;
 - c. *[Responding Agency]* The police department receiving the request for

mutual aid should ascertain if police manpower and equipment are available within their department. If police manpower and equipment are available, police manpower and equipment will be furnished to the requesting agency;

- d. If the Responding Agency agrees to provide mutual aid, the Responding Agency's personnel shall report to and shall work under the direction and supervision of the highest ranking officer of the Requesting Agency on duty at the time the mutual aid request is made.
 - e. Pursuant to ORC §§ 5502.29 and 5502.41, when invoking mutual aid under this agreement, during the Mutual Aid Event, the Responding Agency personnel shall have the same law enforcement authority as the Requesting Agency Personnel;
 - f. The highest ranking officer on duty of the Responding Agency has the sole discretion of recalling the police manpower and equipment from the Requesting Agency's jurisdiction;
 - g. As used herein, the term "emergency" shall mean an actual or potential condition that poses an immediate threat to life or property, and exceeds the capability of a local agency to counteract successfully. Notwithstanding the above, if mutual aid is provided, it will only be provided pursuant to the particular policy of the responding department.
- (3) Notwithstanding the provision of Paragraph two (2) above, any police officer of a political subdivision which is a party to this agreement who sees a felony being committed within the territory of another political subdivision which is a party to this agreement, or who sees a police officer of another political subdivision which is a party to this agreement who is in distress, shall have the authority to apprehend or attempt to apprehend the person or persons committing said felony and shall have the authority to go to the assistance of such other police officer in distress, as long as he shall use sound discretion and reasonable judgment.

(4) In situations where mutual aid is utilized, radio communications should be established, if possible, on the talk group assigned by the Regional Dispatch Center or on MARCS Talk Group 57 LE 4.

(5) In the event of a mass arrest (the arrest of one hundred or more persons arising from a single incident) an agency providing mutual aid under this agreement shall assist in the preliminary processing of arrestees, said assistance consisting of:

- a. Identification of arrestees,
- b. Control of property obtained from arrestees,
- c. Completion of arrest documentation.

Agencies providing mutual aid in cases of mass arrest shall also assist in transporting prisoners and shall assist the Montgomery County Sheriff's Office in detaining and securing prisoners if a temporary detention facility is utilized.

(6) 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 a 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 of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

(7) Pursuant to ORC §§ 5502.29 and 5502.41, the Responding Agency and the personnel of that agency, while rendering assistance or aid under this agreement, or while in route to or from rendering assistance or aid under this agreement, in another participating political subdivision, shall be deemed to be exercising governmental functions as defined in ORC § 2744.01, shall have the defenses to and immunities from civil liability provided in ORC §§ 2744.02 and 2744.03, and shall be entitled to all applicable limitations on recoverable damages under ORC § 2744.05.

- (8) No charge shall be made to any contracting political subdivision entering into this agreement for services rendered by any other contracting political subdivision under the provisions of this agreement. The Responding Agency will assume, in whole or in part, any loss, damage, expense, or cost the political subdivision incurs in rendering aid.
- (9) There shall be no reimbursement for loss of 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 worker's compensation benefits arising by reason of injury or death to a member of the police department of said political subdivision while engaged in rendering services under this agreement.
- (10) This agreement shall become effective July 1, 2016. Provided, however, any party to this agreement may withdraw at any time, upon thirty (30) days written notice addressed to the Chief of Police or other officer in charge of each of the other political subdivision which are a party hereto, and thereafter such withdrawing party shall no longer be a party to this agreement, but this agreement shall continue to exist among and between the remaining parties.
- (11) This agreement may be executed in any number of counterparts, all of which together shall be considered a single instrument. It shall not be necessary for any counterpart to be signed by more than one party. All counterparts shall be filed with the office of the County Prosecutor of Montgomery County, Ohio, which shall be the official depository for this agreement.

The County Prosecutor of Montgomery County, Ohio, shall send to each party to this agreement a certificate showing the names of the contracting political subdivisions which have executed this agreement, and any additions or deletions of participating political subdivisions as they occur.

Signature:

Date:

Witness:

Date:

931354.1