

RESOLUTION NUMBER 18-00
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Roger Kress ON
THE 15th DAY OF May, 2000.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE A MUTUAL AID ASSISTANCE CONTRACT WITH THE MUNICIPALITIES, TOWNSHIPS AND BOARD OF COUNTY COMMISSIONERS OF GREENE COUNTY, OHIO.

WHEREAS, there is in existence a MUTUAL AID ASSISTANCE CONTRACT the parties of which are the various municipalities, townships, and the Board of County Commissioners of Greene County, Ohio; and

WHEREAS, Greene County, Ohio has a common boundary with this City; and

WHEREAS, having the benefits of a MUTUAL AID ASSISTANCE CONTRACT with said communities would be a great benefit to the citizens of the City of Centerville as well as the citizens of said communities and would foster more effective law enforcement in both areas; and

WHEREAS, the City of Centerville has been invited to become a signatory of said MUTUAL AID ASSISTANCE CONTRACT;


NOW THEREFORE

THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. The City Manager is hereby and authorized and directed to execute the MUTUAL AID ASSISTANCE CONTRACT which is attached hereto, marked Exhibit "A" and incorporated herein.


Section 2. The Clerk of Council is hereby authorized and directed to cause a certified copy of this Resolution to the Prosecutor of Greene County, Ohio..

PASSED THIS 15th DAY OF May, 2000.



Mayor of the City of
Centerville, Ohio

ATTEST:



Clerk of Council
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio hereby certifies the foregoing to be a true and correct copy of Resolution No. 18-00, passed by the Council of the City of Centerville, Ohio on the 15th day of May, 2000.


Clerk of the Council

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions.

Department of Law
Robert N. Farquhar
Municipal Attorney

EXHIBIT "A"

2000 MUTUAL AID AGREEMENT

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 personnel of the several political subdivisions,

NOW THEREFORE, BE IT AGREED among the parties hereto as follows:

(1) All Mutual Aid Agreements previously entered into for the purpose of obtaining additional police protection are hereby revoked.

(2) In the event of an emergency and upon request of another police department (requesting agency) by the highest ranking officer of the requesting agency on duty at the time of the emergency, each political subdivision which is a party to this Agreement will furnish police personnel and equipment if the highest ranking officer on duty, of the police department (responding agency) receiving the request for aid, is of the opinion that such police personnel and equipment is available. If the responding agency agrees to provide mutual aid, the personnel of the responding agency shall report to, and shall work under the direction and supervision of the senior officer of the requesting agency on duty at the time that the mutual aid request is made. In no way will any personnel of the responding agency be deemed to be agents for or employees of the requesting department or political subdivision. Instead, personnel of the responding agency, even though under temporary direction and supervision of the requesting department or political subdivision shall remain employees of the responding agency; and liability for any actions of such personnel shall remain with the responding agency or political subdivision. Requesting agency shall have no liability for actions (or failure to act) of such personnel. Such police personnel and equipment may be recalled at the sole discretion of the highest ranking officer on duty of the responding agency furnishing such police personnel and

equipment.

As used herein, the term "emergency" shall mean a sudden, unexpected happening that 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 provisions of Paragraph (2) above, any police officer of a political subdivision which is a party to this Agreement who sees a crime 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 crime and shall have the same authority as in their own jurisdiction to arrest and to go to the assistance of such other police officer in distress, as long as sound discretion and reasonable judgment is used.

(4) In situations where mutual aid is utilized, radio communications should be established, if possible, through the use of either LEARN radio or the Inter City, Statewide Radio Network.

(5) Any allegations of civil rights violations and/or unreasonable force, arising from such an incident, will be immediately referred to the Greene County Prosecutor's Office, for investigation by that office or its designee.

(6) 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 certificates.

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

(7) The execution of this Agreement shall not give rise to any liability or responsibility against responding agency or responding political subdivision for failure to respond to any request for assistance made pursuant to this Agreement, lack of speed in answering such a request, or inadequacy of equipment, or for any loss or damage suffered by the requesting agency or political subdivision. 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.

(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. However, should an emergency or the rendering of services be determined to exist in excess of eight (8) hours, then the following charges shall be made unless the legislative body of the political subdivision supplying the services waives such charges:

For each hour or fraction thereof -

Six Dollars (\$6.00) for each police officer.

(9) There shall be no reimbursement for loss or 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) Each party hereto agrees that with respect to any specialized law enforcement operation in which it acts as a requesting community, it will protect, indemnify, hold harmless and defend each political subdivision or other member agency participating in any such operation as an assisting community, and each and every specialized law enforcement person who has so participated, against any claim, loss, damage, cause of action, expense, attorney fees, or other costs of defense. Provided, however, that such duty to indemnify and defend shall not apply to a responding community and its specialized law enforcement personnel to the extent that any such personnel have acted outside the scope of lawful orders issued by the police authorities of the requesting community or the responding community, or to the extent that any such personnel willfully and maliciously cause injury to person or property.

(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 Greene County, Ohio, which shall be the official depository for this Agreement. The County Prosecutor of Greene 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.

(12) All agencies and political subdivisions, which are parties to this Agreement, mutually agree to follow the procedures outlined in ADDENDUM A to this Agreement when a "call-in" of the Special Events Team is made (See Addendum A).

(13) For purposes of this Agreement, the term "emergency" shall mean a sudden,

unexpected happening. For purposes of this Agreement, the term "specialized law enforcement operations" shall mean a planned action requiring specific skills, training and/or equipment.

(14) The 2000 Mutual Aid Agreement shall become effective on the ___ day of _____, 2000, and shall continue for a term of one (1) year. Thereafter this Agreement shall be renewed automatically for a similar term, and so on for continuous renewals in the future, except with regard to any party which has given the withdrawal notice referred to below in this paragraph. All parties individually and collectively, if necessary, shall review this Agreement annually. 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 subdivisions 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.

IN WITNESS WHEREOF, the Commission of the City of Beavercreek, Greene County, Ohio, has accepted this Agreement and the Addendum A, and authorized its execution, by Resolution/Ordinance/Motion # _____, passed the ___ day of _____, 2000, in accordance with the Ohio Revised Code.

IN WITNESS WHEREOF, the Commission of the City of Beavercreek, Greene County, Ohio, has accepted this Agreement and authorized its execution this ____ day of _____, 2000.

CITY OF BEAVERCREEK, OHIO

By: _____
City Manager

By: _____
Clerk of City of Beavercreek

By: _____
Chief Arthur Scott
Beavercreek Police Department

ADDENDUM A

ADDENDUM TO MUTUAL AGREEMENT

The following procedures will be followed when a call-in of the Special Events Team is made. All necessary information will be enclosed with the procedures.

- A. The Special Events Team may be utilized under the mutual aid agreement by other area agencies. A request from the agency to the Chief of Police, Command officer, or SET Supervisor must be made before authorization for the Team is given.
- B. Once an operation is undertaken, it will be the responsibility of the scene commander or the O.I.C. of the requesting jurisdiction using the SET Team to coordinate all functions and components of the operation and maintain cooperation between them.
- C. Special Operations officers and/or supervisors should attend roll calls with beat officers to alleviate misunderstanding, provide safety of officers, and insure the success of the operation. However, discretion is advised in disseminating information to operational components in activities where disclosure may jeopardize a tactical operation.
- D. Call-In Procedure For Special Events Team
 1. The order to activate the Special Events Team will be authorized by the Xenia Chief of Police, Acting Police Chief, a Command Level Officer, or Special Events Team Leader.
 2. Upon receiving a request for the Special Events Team from the Xenia Police Supervisor or other outside agency, the Dispatcher must follow the above procedure before the activation of the Special Events Team.
 3. After authorization has been given for call-in, the Team Leader will be notified and advised of the situation. The Team Leader will instruct the Communications Center as to who to call in. If the Team Leader cannot be contacted, the Assistant Team Leader will be called to assume control of the team.
 4. All personnel that are called will be told that this is a S.E.T. call-in and report to location given by the Team Leader.
 5. Other personnel, such as the Hostage Negotiation Team, back-ups, etc., will be called using the Resource Information Sheet.
 6. Any Special Events Team member on duty at the time of a call-in will be notified by the Dispatcher but shall not report unless directed by the Shift Supervisor, if they are

not directly involved in the situation occurring. These team officers shall be relieved by other division personnel as available. At such time, these team officers will obtain necessary equipment and report to the Special Events Team Leader for assignment.

7. All information and procedures will be Confidential and will be used by authorized personnel only. Any information about the Special Events Team to be given out will be cleared through the requesting agencies Chief of Police or the Special Events Team Leader.
8. No press releases or information concerning a tactical situation involving the Special Events Team will be given out by Dispatch personnel. During a tactical situation, a Public Information Officer will be designated to deal with all news media.