

CITY OF CENTERVILLE, OHIO

57-99

SPONSORED BY COUNCILMEMBER Douglas C. Cline ON
THE 15th DAY OF November, 1999.

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 November, 1999.

Sally D. Biala
Mayor of the City of
Centerville, Ohio

ATTEST:

Marie Jane Laughlin
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. 57-99, passed by the Council of the City of Centerville, Ohio on the 15th day of November, 1999.


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"

MUTUAL AID AGREEMENTPOLICE

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.

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

(1) All mutual aid agreements previously entered into with the Montgomery County law enforcement agencies for the purpose of obtaining additional police protection are hereby revoked.

(2) In the event of an emergency and upon the request of another police department, by the highest ranking officer of that department on duty at the time of the emergency, each political subdivision which is a party to this agreement will furnish police manpower and equipment if the highest ranking officer on duty, of the police department receiving the request for aid, is of the opinion that such police manpower 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

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agency on duty at the time that the mutual aid request is made. DURING THE EMERGENCY, THE PERSONNEL OF THE RESPONDING AGENCY SHALL HAVE THE SAME LAW ENFORCEMENT AUTHORITY AS THE PERSONNEL OF THE REQUESTING AGENCY. Such police manpower and equipment may be recalled at the sole discretion of the highest ranking officer on duty of the police department furnishing such police manpower and equipment.

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.

All use

(3) Notwithstanding the provision of Paragraph (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, through the use

of either LEARN radio or the Inter City, Statewide Radio Network.

(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 certificates.

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) 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 IN EXCESS OF EIGHT HOURS - SIX DOLLARS (\$6.00) FOR EACH POLICE OFFICER.

IN THE EVENT REIMBURSEMENT OF COSTS FOR POLICE MANPOWER AND EQUIPMENT IS OBTAINED FROM A SOURCE OTHER THAN THE REQUESTING AGENCY THE PROCEEDS FROM SUCH REIMBURSEMENT SHALL BE ALLOCATED PRO RATA AMONG ALL OF THE AGENCIES PARTICIPATING IN THE EMERGENCY.


(8) 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 workmen's compensation benefits arising by reason of injury or death to a member of the police department of the said political subdivision while engaged in rendering services under this agreement.

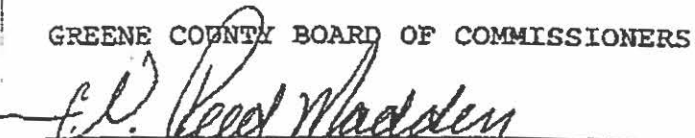
(9) This agreement shall become effective upon execution. Provided, however, any party to this agreement may withdraw at any time, upon thirty (30) days written notice addressed to the Chief of Police or other officer in charge of each of the other political subdivision which are a party hereto, and 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.

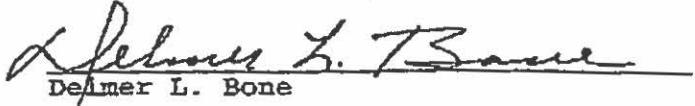
(10) This agreement may be executed in any number of counterparts, all of which together shall be considered a single instrument. It shall not be necessary for any counterpart to be signed by more than one party. All counterparts shall be filed with the office of the County Prosecutor of Montgomery County, 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.

IN WITNESS WHEREOF, the Greene County Sheriff and the Greene County Board of Commissioners have accepted this agreement and authorized its execution, by Resolution 93-10-12-7 passed the 12th day of October, 1993 in accordance with Section 737.04, Revised Code.



Jerry W. Erwin
Greene County Sheriff

GREENE COUNTY BOARD OF COMMISSIONERS

W. Reed Madden, President


Kathryn K. Hagler, Vice-President


DeLmer L. Bone

Seen and approved
as to form:


Stephen K. Haller
Assistant Prosecuting Attorney