

RESOLUTION NO. 48-89

CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Jeffrey Siler ON  
THE 31st DAY OF July 1989.

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.

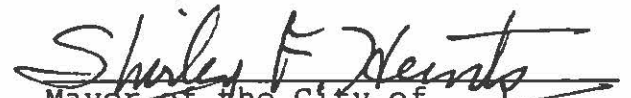
WHEREAS, the City of Centerville has joined in a Mutual Aid Agreement for police protection with Montgomery County, Ohio and other jurisdictions within the County, and

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 THAT:

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 in said agreement, a copy of which is attached hereto, marked Exhibit "A" and incorporated herein.

PASSED this 31st day of July, 1989.

  
Mayor of the City of  
Centerville, Ohio

ATTEST:

  
Clerk of Council of the  
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. 42-89, passed by the Council of the City of Centerville, Ohio, on the 31st day of July, 1989.

Maureen J. McLaughlin  
Clerk of Council

Approved as to form, consistency with existing ordinances, the charter and constitutional provisions.  
Department of Law  
Robert N. Farquhar  
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,

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 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 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.

(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 LEERN 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 said political subdivision while engaged in rendering services under this agreement.

(9) This agreement shall become effective July 1, 1989. 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 \_\_\_\_\_ of \_\_\_\_\_, Montgomery County, Ohio, has accepted this agreement, and authorized its execution, by Resolution/Ordinance Number \_\_\_\_\_ passed the \_\_\_\_\_ day of \_\_\_\_\_, 1989 in accordance with Sections 505.43 and 737.04, Revised Code.

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