

RESOLUTION NO. 11-85  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMAN Brooks Compton ON THE 20th  
DAY OF May, 1985.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO  
ENTER INTO MUTUAL AID POLICE AGREEMENTS WITH THE CITY OF  
BELLBROOK AND SUGARCREEK TOWNSHIP, OHIO.

WHEREAS, Section 737.04 of the Ohio Revised Code permits different cities to  
enter into Mutual Aid Police Agreements; and

WHEREAS, it is proposed that the City of Centerville, Ohio enter into such a  
Mutual Aid Police Agreement with the City of Bellbrook and Sugarcreek  
Township, Ohio; and

WHEREAS, the Council of the City of Centerville, Ohio is of the opinion that  
it would be in the best interests of its citizens to enter into such  
agreements;

NOW THEREFORE,

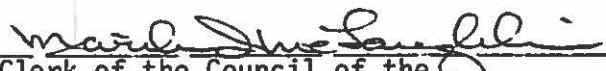
THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

SECTION 1. The City Manager is hereby authorized and directed to  
enter into a Mutual Aid Police Agreement with the City of Bellbrook and the  
Township of Sugarcreek, Ohio, a copy of each which are attached hereto as  
Exhibit "A" and Exhibit "B" and incorporated herein and to do any and  
everything necessary to carry out the terms of said agreements.

PASSED this 20th day of May, 1985.

  
Mayor of the City of Centerville, Ohio

ATTEST:

  
Clerk of the Council of the  
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville,  
Ohio, hereby certifies the foregoing to be a true and correct copy of  
Resolution No. 11-85, passed by the Council of the City of  
Centerville, Ohio, on the 20th day of May, 1985.

  
Clerk of the 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

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 between the parties hereto 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 requested police department, is of the opinion that such police manpower and equipment is available. 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.

(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 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 persons 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 judgement.

(4) 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.

(5) No charge shall be made to any contracting political subdivision entering into this agreement for service rendered by any other contracting subdivision under the provisions of this agreement.

(6) 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 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.

(7) This agreement shall become effective on \_\_\_\_\_.  
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 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.

(8) 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, with the City of Centerville. The County Prosecutor of Greene County shall be the official depository for the City of Bellbrook, a full executed copy of the original will be filed with the office of the Greene County Prosecutor.

IN WITNESS WHEREOF, the City Council of the City of Centerville, Montgomery County, Ohio, has accepted this Agreement and authorized its execution by Resolution \_\_\_\_\_ passed the \_\_\_\_\_ day of \_\_\_\_\_, 1985.

IN WITNESS WHEREOF, the City Council of the City of Bellbrook, Greene County, Ohio, has accepted this Agreement and authorized its execution by Resolution \_\_\_\_\_ passed the \_\_\_\_\_ day of \_\_\_\_\_, 1985, in accordance with Sections 505.441 and 737.04, Revised Code.

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ATTESTED:

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EXHIBIT "B"

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 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 between the parties hereto 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 requested police department, is of the opinion that such police manpower and equipment is available. 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.

(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 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 persons 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 judgement.

(4) 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.

(5) No charge shall be made to any contracting political subdivision entering into this agreement for service rendered by any other contracting subdivision under the provisions of this agreement.

(6) 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 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.

(7) This agreement shall become effective on \_\_\_\_\_.  
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 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.

(8) 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, with the City of Centerville. The County Prosecutor of Greene County shall be the official depository for Sugar creek Township, a full executed copy of the original will be filed with the office of the Greene County Prosecutor.

IN WITNESS WHEREOF, the City Council of the City of Centerville, Montgomery County, Ohio, has accepted this Agreement and authorized its execution by Resolution \_\_\_\_\_ passed the \_\_\_\_\_ day of \_\_\_\_\_, 1985.

IN WITNESS WHEREOF, the Board of Trustees of Sugar creek Township, Greene County, Ohio, has accepted this Agreement and authorized its execution by Resolution \_\_\_\_\_ passed the \_\_\_\_\_ day of \_\_\_\_\_, 1985, in accordance with Sections 505.441 and 737.04, Revised Code.

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ATTESTED:

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