

RESOLUTION NO. 14-82
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMAN Bruce Wake ON THE 19th
DAY OF April, 1982.

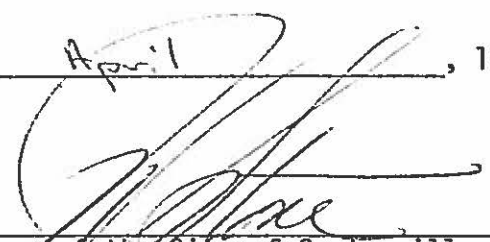
A RESOLUTION RATIFYING THE ACTION TAKEN BY THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN AND AMONG THE CITY OF CENTERVILLE, OHIO, AND THE MONTGOMERY COUNTY ASSOCIATION OF POLICE CHIEFS, AND THE CITIES OF ENGLEWOOD, HUBER HEIGHTS, MIAMISBURG, OAKWOOD, TROTWOOD AND UNION, TO PARTICIPATE IN A CONSOLIDATED POLICE RECRUITMENT PROJECT.

THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

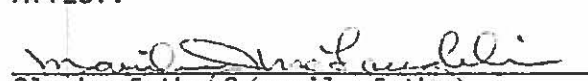
SECTION 1. That the Council of the City of Centerville, Ohio, hereby ratifies the action taken by the City Manager to execute an Agreement between and among the City of Centerville, Ohio, and the Montgomery County Association of Police Chiefs (an Ohio non-profit corporation) and the Cities of Englewood, Huber Heights, Miamisburg, Oakwood, Trotwood and Union (Ohio Municipalities) to participate in a Consolidated Police Recruitment Project; a copy of which is attached hereto, and incorporated herein, marked Exhibit "A".

SECTION 2. That this Resolution shall be in full force and effect at the earliest date allowed by law.

PASSED this 19th day of April, 1982.

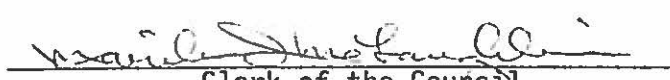

Mayor of the City of Centerville, Ohio

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. 14-82, passed by the Council of the City of Centerville, Ohio, on the 19th day of April, 1982.


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

AGREEMENT

This Agreement entered into the _____ day of _____, 1982 by and among the Montgomery County Association of Police Chiefs, an Ohio non-profit corporation (Association) and the Cities of Centerville, Englewood, Huber Heights, Miamisburg, Oakwood, Trotwood and Union, Ohio municipal corporations (Municipalities).

WITNESSETH:

WHEREAS, the Association has been awarded a Law Enforcement Assistance Administration (LEAA) grant to design and implement a Consolidated Police Recruitment Project (Project) a copy of which is attached hereto as Exhibit A and incorporated herein; and

WHEREAS, the police chiefs of the Municipalities have worked cooperatively to develop a mutually acceptable recruitment process, or have accepted the process as developed; and

WHEREAS, the said police chiefs, upon the authority granted by their respective Municipalities, have determined that participation in the Project will result in a more cost effective and timely recruitment process; and

WHEREAS, the Project will result in an improved quality and a greater number of candidates from which each of the cities which are parties hereto may choose; and

WHEREAS, the Municipalities are authorized to enter into this Agreement by virtue of the provisions of Section 715.02 Ohio Revised Code;

NOW, THEREFORE, recognizing their shared responsibility and the benefits to them mutually accruing the parties agree as follows:

1. SCOPE OF SERVICES: The Association is hereby authorized to implement the Project for the Municipalities and, pursuant thereto, to carry out the continuing recruitment planning process; to prepare a periodically updated, annually reaffirmed Recruitment Eligibility Plan according to the guidelines specified in the Project; to prepare such other documents as may be required to carry out the duties herein imposed and to prepare an annual report to the Municipalities outlining the activities of the Association on their behalf during the previous year and a budget for the next ensuing year.

2. FINANCIAL PARTICIPATION: Each municipality shall annually contribute the funds necessary for the Association to carry out its duties as specified in paragraph 1 hereof. Each municipality's share shall be calculated by dividing the total annual budget by the number of municipalities participating under this Agreement. The initial contribution for the first year shall be \$1505.00.

3. DEPARTMENTAL RESPONSIBILITY: Each municipality, through its police department will cooperate in the implementation of the project by providing sufficient in-kind services and manpower as determined by the Association as are needed to complete the recruitment test series. To the extent possible, each municipality will be asked to contribute in-kind services and manpower equally; however, it is recognized that, because of the differing capabilities of the various departments, equal contribution may not be possible in a given year.

ALTICK & CORWIN

4. LITIGATION: It is anticipated that any litigation involving the Association or the Municipalities or an individual chief or officer will arise in two areas: (1) legal challenges to the recruitment and testing process and (2) civil rights complaints. To the extent possible, each municipality and the Association will secure insurance to provide protection (including legal counsel) to defend any civil rights cases. With respect to legal challenges to the recruitment and testing process or any other litigation not covered by insurance, the Association shall be responsible for engaging legal counsel to represent the Association, the Municipalities and any officers or employees of either who may be named as parties to such litigation and the costs thereof shall be borne equally by each municipality which payment may be in addition to the financial participation requirements of paragraph 2 hereof. Any monetary judgment rendered against the Association, the Municipalities and any officers or employees of either shall likewise be paid on a pro rata basis by the Municipalities. Any required decisions as to the conduct of any such litigation shall be made by the Association. Anything contained in paragraph 7 hereof notwithstanding, a municipality's liability for contribution under this paragraph 4 shall be determined as of the accrual date of any cause of action which results in a claim or litigation and is not determined as of the date of the filing of a claim or litigation. Such liability for contribution shall survive the termination of this Agreement or any municipality's participation hereunder.

5. FISCAL MANAGEMENT: The Association may enter into an Agreement with the Miami Valley Regional Planning Commission or a similar organization for said organization to act as fiscal agent for the Project. Under such Agreement the fiscal agent may be authorized to negotiate contracts on behalf of the Association and to receive, hold, and expend funds on behalf of the Association for the Project within budget limits. All records of the Association or the fiscal agent shall be available for review by any duly authorized representative of any participating municipality at any reasonable time.

6. PARTIES: The initial parties shall be the Association and the Municipalities executing this Agreement. Additional municipalities may be added as parties upon the Agreement of all of the municipalities who are parties to this Agreement or any amendment thereto at the time any municipality is to be added. Upon the Agreement of all of said municipalities to the addition of one or more municipalities as parties, an amendment reflecting such addition shall be prepared and executed by all parties including the new party or parties to be added. Upon being added as a party, any new party shall have all the rights, privileges and obligations as provided hereunder for the other municipal parties and shall share equally therein with said other municipal parties.

7. TERM AND TERMINATION OF AGREEMENT: This Agreement shall be from year to year and shall automatically be renewed annually on each anniversary date of this Agreement unless terminated as hereinafter provided.

A. No earlier than 90 days prior to any anniversary date of this Agreement, the Agreement may be terminated by the written agreement of termination executed by all of the municipal parties hereto. Upon termination the Association shall cause a final accounting of all receipts and expenditures to be made to each participating municipality within 90 days following the date of termination. Thereafter all rights, duties and obligations of the parties hereto shall terminate.

B. Any financially participating municipality may withdraw as a party hereunder at any time by delivering to the President of the Association an

authenticated or certified copy of a resolution of withdrawal duly passed by the legislative authority or contracting authority of the withdrawing municipality. Said resolution must be received by the President of the Association no later than 90 days prior to the end of the annual renewal date of this Agreement.

Said withdrawal shall be effective on the first day following said annual renewal date. The resolution of withdrawal shall not relieve the withdrawing municipality of its obligation to contribute its share of the cost of the Project for the year in which the financial participation occurs. Upon receipt of a resolution of withdrawal from any party, the President of the Association shall forthwith in writing notify all other participating municipalities of said resolution of withdrawal. Upon receipt of said notice of withdrawal each other participating municipality shall have a 30 day period from the date of such notice to elect to withdraw. In the event of an election to withdraw, such withdrawing municipality shall serve copies of an authenticated or certified copy of a resolution of withdrawal upon the President of the Association and upon each other participating municipality. The remaining municipalities shall then have a period of 30 days within which to make a determination as to termination of this Agreement and may terminate same upon the written Agreement of a majority of said 30 day period last mentioned and in the event of termination the foregoing provisions relating thereto shall apply.

8. AMENDMENT ETC.: This Agreement and the contents of Exhibit A constitute the entire Agreement among the parties. No amendment or modification of this Agreement shall be effective unless in writing signed by all parties.

9. EXECUTION OF COUNTERPARTS: This Agreement may be executed in counterparts. Once individual copies of this Agreement have been executed by each party, they shall constitute an entire Agreement even though not all copies are executed by all parties. The Association shall cause conformed copies to be delivered to each party.

IN WITNESS WHEREOF, the parties hereto, each acting through a duly authorized representative, have executed this Agreement upon the dates specified following their signatures.

Witnesses:

Montgomery County Association of
Police Chiefs

By: _____
Its President

Loreia L. Sebrot

City of Centerville

Approved as to Form
City of Centerville

By: _____
Darryl K. Kenning, City Manager

By: R. N. Farquhar
Municipal Attorney

City of Englewood

Approved as to Form
City of Englewood

By: _____
Eric A. Smith, City Manager

By: _____
Director of Law

ALTICK & CORWIN

Approved as to Form
City of Huber Heights

By: _____
Director of Law

City of Huber Heights

By: _____
Charles Monita, Director of
Public Safety

Approved as to Form
City of Miamisburg

By: _____
Director of Law

City of Miamisburg

By: _____
Mark A. Gibson, City Manager

Approved as to Form
City of Oakwood

By: _____
Director of Law

City of Oakwood

By: _____
J.D. Foell, City Manager

Approved as to Form
City of Trotwood

By: _____
Director of Law

City of Trotwood

By: _____
Ronald A. Parker, City Manager

Approved as to Form
City of Union

By: _____
Director of Law

City of Union

By: _____
John P. Applegate, City Manager