

RESOLUTION NO. 21-82

CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER James E. Singer ON THE
19th DAY OF July, 1982.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY
MANAGER TO ENTER INTO A MUTUAL AID POLICE AGREE-
MENT WITH THE CITY OF FAIRBORN, 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
Fairborn, Ohio; and

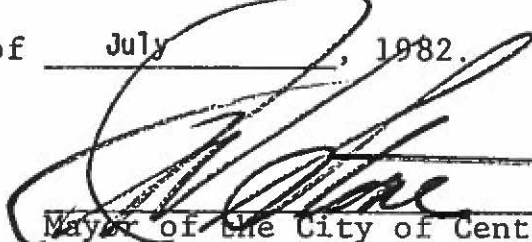
WHEREAS, the Council of the City of Centerville, Ohio is of
the opinion that it would be in the best interests of its citizens
to enter into such agreement;

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 Fairborn, Ohio, a copy of which is attached hereto as
Exhibit "A" and incorporated herein and to do any and everything
necessary to carry out the terms of said agreement.

PASSED this 19th day of July, 1982.



Mayor of the City of Centerville,
Ohio

ATTEST:



Clerk of the Council of
the City of Centerville, Ohio


C E R T I F I C A T E

The undersigned, Clerk of the Council of the City of Center-
ville, Ohio, hereby certifies the foregoing to be a true and
correct copy of Resolution No. 21-82, passed by the Council
of the City of Centerville, Ohio on the 19th day of July
1982.



Clerk of the Council

Approved as to form, consistency,
with existing laws, the
charter & conditions of the City.



Robert M. Pennington
Municipal Attorney,

ALTICK & CORWIN

MUTUAL AID POLICE AGREEMENT

City of Fairborn, Ohio and the City of Centerville, Ohio

This Agreement made and entered into by and between the City of Fairborn, Ohio, hereinafter referred to as "Fairborn" and the City of Centerville, Ohio, hereinafter referred to as "Centerville"; Centerville, Ohio, being located in Montgomery County and Fairborn being located in Greene County, State of Ohio.

WITNESSETH:

Whereas, the political subdivisions, which are parties to this Agreement, are desirous of obtaining additional police protection for the citizens of their respective political subdivisions by making the most efficient use possible of the police manpower of those political subdivisions made parties to this Agreement.

Now, therefore, be it agreed between Fairborn and Centerville, as follows:

1. All previous mutual aid agreements entered into between the above parties, for the purpose of obtaining additional police protection, are hereby revoked.
2. In the event of an emergency and upon the request of either party by the highest ranking officer in the Police Department of that political subdivision on duty at the time of emergency, each 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 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 the City of Fairborn Police Department and of the City of Centerville Police Department who sees a crime being committed within the territory of the other political subdivision which is a party to this Agreement, or who sees a police officer of the other 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 authority to go to the assistance of such other police officer in distress, as long as the officer shall use sound discretion and reasonable judgment.
 4. The execution of this Agreement shall not give rise to any liability responsibility for failure to respond to any request for assistance made pursuant to this Agreement against any 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 the contracting political subdivisions entering into this Agreement for services rendered by the other contracting political subdivision under the provisions of this Agreement.
 6. There shall be reimbursement to the employing agency for loss or damage to equipment while engaged in activity in accordance with this Agreement, and there shall be reimbursement for any

idemnity award or premium contribution assessed against the employing political subdivision for Workman'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 be in effect for a period of three (3) years from the effective date hereof. 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 the other political subdivision which is a party hereto, and thereafter such withdrawing party shall no longer be a party to this Agreement.

In witness whereof, the City of Fairborn, Greene County, Ohio, and the City of Centerville, Montgomery County, Ohio, have accepted this Agreement, and have authorized its execution in accordance with the respective charters of the City of Fairborn, Greene County Ohio, and the City of Centerville, Montgomery County, Ohio, this day of _____, 1982, in accordance with Section 505.441 and Section 737.04 of the Ohio Revised Code.

William A. Burns
 City Manager
 City of Fairborn

 City Manager
 City of Centerville, Ohio

Jack E. Pope
 Clerk of Council
 City of Fairborn, Ohio

 Witness

Paul E. Schifano
 Approved as to form
 Fairborn City Solicitor