

RESOLUTION NO. 50-80

CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMAN Don Lake ON THE FIFTEENTH DAY
OF SEPTEMBER, 1980

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER
TO EXECUTE A MUTUAL AID AGREEMENT WITH MONTGOMERY
COUNTY, OHIO AND OTHER GOVERNMENTAL JURISDICTIONS
WITHIN THE COUNTY.

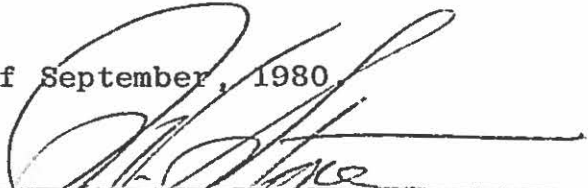
WHEREAS, the City of Centerville has been approached by
Montgomery County, Ohio and other jurisdictions to join in a
mutual aid agreement for police protection; and

WHEREAS, it is the opinion of the council of the City of
Centerville that such an agreement would be advantageous to the
interests of the citizens of Centerville;

NOW, THEREFORE, the Municipality of Centerville hereby
resolves:

Section 1. That the City Manager is hereby authorized
and directed to execute an agreement for mutual aid with
Montgomery County, Ohio and other jurisdictions for mutual aid
upon the terms and conditions stated in said agreement, a copy of
which is attached hereto, marked Exhibit A and incorporated
herein.

Passed this 15th day of September, 1980.

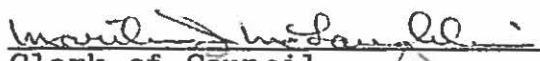

Mayor of the City of Centerville, Ohio

ATTEST:


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. 50-80, passed by
the Council of the City of Centerville, Ohio, on the 15th day
of September, 1980.


Clerk of Council

Approved as to form, consistency,
with existing ordinances, the
charter & constitutional provisions,
Dep. Sec. of Law
Robert H. Farguhar,
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 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 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) 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 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 - Three Dollars (\$3.00)
for each police officer.

(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 September 21, 1980. 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. 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 _____, 19____, in accordance with Sections 505.441 and 737.04, Revised Code.

