

RESOLUTION NO. 6-77

CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMAN Russell Sweetman ON THE 21st DAY OF February, 1977.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF DAYTON, OHIO AND THE CITY OF CENTERVILLE, OHIO, CONCERNING A MUTUAL AID PACT.

THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

SECTION 1. That the City Manager is hereby authorized and directed to enter into an Agreement between the City of Dayton, Ohio and the City of Centerville, Ohio in the participation of a Mutual Aid Pact, a copy of which is attached hereto, marked Exhibit "A" and made a part hereof.

PASSED this 21st day of February, 1977.

\_\_\_\_\_  
Mayor of the City of Centerville, Ohio

ATTEST:

Maile S. McLaughlin  
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 Centerville, Ohio, hereby certifies that the foregoing is a true and correct copy of a Resolution passed by the Council of the City of Centerville, Ohio, on the 21st day of February, 1977.

Maile S. McLaughlin  
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 POLICE AGREEMENT

City of Dayton, Ohio, City of Centerville, Ohio

THIS AGREEMENT made and entered into by and between the City of Dayton, Ohio, hereinafter called "Dayton" and the City of Centerville, Ohio, hereinafter called "Centerville", all in Montgomery County, 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 among Dayton 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 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 the City of Dayton Police Department and of the City of Centerville Police Department who sees a felony 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 felony 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 in 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 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 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 Dayton, Montgomery 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 Dayton, Montgomery County, Ohio, and the City of Centerville, Montgomery County, Ohio, this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, in accordance with Section 505.441 and Section 737.04 of the Ohio

Revised Code.

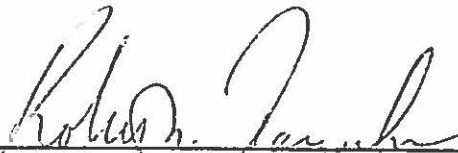
\_\_\_\_\_  
City Manager  
City of Dayton

\_\_\_\_\_  
City Manager  
City of Centerville

\_\_\_\_\_  
Clerk of Commission  
City of Dayton

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Approved as to form  
City Attorney

  
\_\_\_\_\_  
Approved as to form  
Municipal Attorney, City of Centerville