

RESOLUTION NO. 55-77

CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMAN James Singer ON THE
21st DAY OF November, 1977.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER
TO EXECUTE A MUTUAL AID AGREEMENT WITH THE COUNTY OF
MONTGOMERY AND OTHER COMMUNITIES.

WHEREAS, Section 737.04 of the Ohio Revised Code permits municipi-
palities to join together to provide for their joint police protection; and

WHEREAS, the City of Centerville has in the past entered into such
agreements in order that the City might have back up police aid in the event
of an emergency; and

WHEREAS, several political subdivisions in Montgomery County have
proposed to enter into such an agreement for a period of three years, renew-
able for additional three year periods and providing for cancellation upon
thirty days notice, as contained in the proposed agreement which is attached
hereto, marked Exhibit "A" and incorporated herein by reference;

NOW THEREFORE,

THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. That the City Manager is hereby authorized and directed
to execute the agreement attached hereto as Exhibit "A" on behalf of the City.

Section 2. This resolution shall become effective at the earliest
date allowed by law.

PASSED this 21st day of November, 1977.




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 Centerville,
Ohio, hereby certifies the foregoing to be a true and correct copy of Resolu-
tion No. 55-77, passed by the Council of the City of Centerville, Ohio,
on the 21st day of November, 1977.


Clerk of the Council

Approved as to form, consistency
with existing ordinances, the
Charter and constitutional provi-
sions.

Department of Law
Robert N. Farquhar
Municipal Attorney

Exhibit "A"

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 crime 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 crime 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 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.

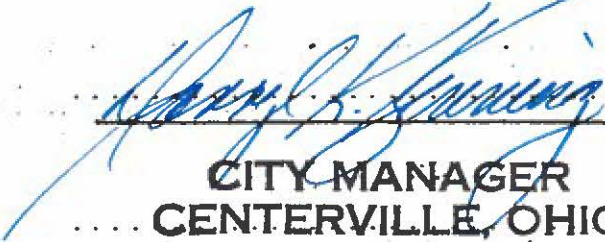
6. There shall be no reimbursement for loss or damage to equipment while engaged in activity in accordance with this agreement, nor shall there be any reimbursement for any indemnity award or premium contribution assessed against the employing political subdivision for Workmen's Compensation benefits 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 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 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 City
of CENTERVILLE, Montgomery County, Ohio,
has accepted this Agreement, and authorized its execution,
by Resolution/Ordinance Number 55-77 passed the 21st
day of November, 1977, in accordance with
§505.441 and §737.04, Revised Code.


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CITY MANAGER
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CENTERVILLE, OHIO.
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Approved as to Form.


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Robert N. Farquhar
Department of Law
City of Centerville, Ohio