

RESOLUTION NO. 1-75

CITY OF CENTERVILLE, OHIO

Sponsored by Councilman Russell Swartz on the 6th day of January, 1975.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH VARIOUS COMMUNITIES IN MONTGOMERY COUNTY, OHIO, TO PROVIDE FOR MUTUAL AID IN THE AREA OF PUBLIC SAFETY.

WHEREAS, The City of Centerville, in past years, has entered into an Agreement with various communities and the County of Montgomery for the providing of mutual aid to the signatories of said Agreement in the event of situations arising where the public safety facilities of various communities are inadequate to service the need; and

WHEREAS, various communities in Montgomery County, Ohio, propose to enter into another agreement providing for same, as contained in the agreement attached to and marked Exhibit A and made a part hereof; and

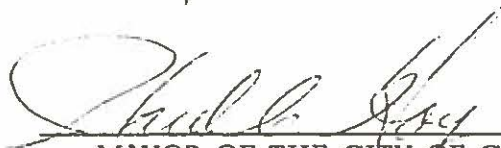
WHEREAS, the Council of the City of Centerville is of the opinion that it would be in the best interest of the citizens of the City of Centerville to enter into said agreement;

NOW, THEREFORE,


THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. The City Manager of the City of Centerville is hereby authorized and directed to execute the "Mutual Aid Agreement" which is attached hereto, marked Exhibit A and made a part hereof and to cause to be done any and every thing necessary to effectuate said agreement.

Passed this 6th day of January, 1975.


MAYOR OF THE CITY OF CENTERVILLE

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 that the foregoing is a true and correct copy of Resolution No. 1-75 passed by the Council of the City of Centerville, Ohio, on the 6th day of January, 1975.

Approved as to form, consistency
with existing laws and the
charter of the City of Centerville.


Municipal Attorney


Clerk of the Council

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.

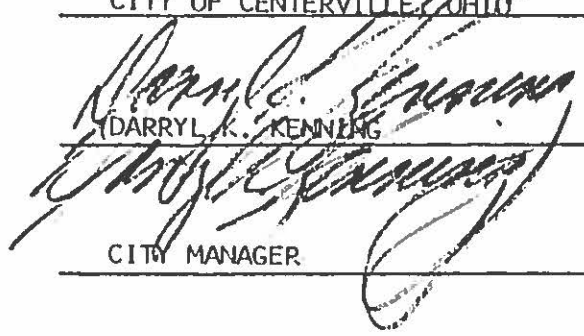
6. There shall be no reimbursement for loss or damage to equipment while engaged in activity in accordance with this agreement, nor shall there be any reimbursement for any indemnity award or premium contribution assessed against the employing political subdivision for Workmen's Compensation benefits 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 1-75 passed the 6TH
day of JANUARY , 197 5 , in accordance with
§505.441 and §737.04, Revised Code.

 CITY OF CENTERVILLE, OHIO

 DARRYL K. KENNING
 CITY MANAGER
 JANUARY 7, 1975