

RESOLUTION NO. 4-74  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMAN Russell Sweetman ON THE 4th  
DAY OF February, 1974.

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, all 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 4th day of February, 1974.

  
Mayor of the City of Centerville, Ohio

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 the foregoing to be a true and correct copy of Resolution No.  
4-74, passed by the Council of the City of Centerville, Ohio, on the 4th  
day of February, 1974.

Approved as to form, consistency  
with existing ordinances, the  
charter & constitutional provisions.

Department of Law  
Robert N. Farquhar  
Municipal Attorney

  
Clerk of the Council

M U T U A L   A I D   A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the following parties, to-wit:

Village of Brookville	Township of Miami
Township of Butler	City of Miamisburg
City of Centerville	County of Montgomery
Township of Clay	City of Moraine
Village of Clayton	Village of New Lebanon
City of Dayton	City of Oakwood
Village of Englewood	Township of Perry
Village of Farmersville	Village of Phillipsburg
Village of Germantown	Township of Randolph
Township of German	Village of Riverside
Township of Jackson	City of Trotwood
Township of Jefferson	Village of Union
City of Kettering	City of Vandalia
Township of Madison	Township of Wayne
Township of Mad River	City of West Carrollton

W I T N E S S E T H:

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. In the event of an emergency, and upon the request of the officer in charge of the police department of the requesting political subdivision which is a party to this contract, each political subdivision which is a party to this agreement agrees to furnish such police manpower and equipment as is requested by the officer in charge of the police department of the requesting party, to the extent that such manpower and equipment is, in the opinion of the officer in charge of the police department of the political subdivision from which assistance is being requested, available and the same may be recalled at the sole discretion of the police officer in charge of the political subdivision furnishing such police manpower and equipment.

2. Notwithstanding the provisions of paragraph 1., 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.

3. 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.

4. 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.

5. 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 depart-

ment of said political subdivision while engaged in rendering services under this agreement.

6. This agreement shall be in effect for a period of three (3) years from the effective date hereof. This agreement shall be automatically renewed for successive periods of three (3) years as to all parties executing the same until such time as this agreement, or some modification thereof, is re-executed by any of the parties to this agreement. 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.

7. 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 Board of County Commissioners of Montgomery County, Ohio, which shall be the official depository for this agreement. The Board of County Commissioners 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.

This agreement shall become operative as to the parties which have signed it at a time when the majority of the parties listed herein shall have executed the same.

IN WITNESS WHEREOF, the City of  
Centerville, Montgomery County, Ohio,  
has accepted this Agreement, and authorized its execution,  
by Resolution/~~Ordinance~~ Number 4-74 passed the 4<sup>th</sup>  
day of February, 1974.

City of Centerville, Ohio  
James R. Smith  
City Manager  
February 5, 1974