

RESOLUTION NO. 66-21
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER JoAnne Rau ON THE
12th DAY OF July, 2021.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERACTION AND COOPERATION AGREEMENT FOR POLICE SERVICES WITH MIAMI VALLEY HOSPITAL D/B/A MIAMI VALLEY HOSPITAL SOUTH.

WHEREAS, Miami Valley Hospital d/b/a/ Miami Valley Hospital South, (“MVHS”) is an off-campus location of Miami Valley Hospital, an acute care hospital; and

WHEREAS, MVHS operates a proprietary police department, the Premier Health Department of Public Safety (“PHDPS”), which is experienced in providing police services on and off its campus pursuant to statutory authority codified at Section 4973.17 of the Ohio Revised Code; and

WHEREAS, pursuant to Ohio Revised Code Section 4973.17, the Police Chief of a city police department may grant approval to MVHS to permit persons appointed as police officers under Section 4973.17 of the Ohio Revised Code to engage in those duties and activities as authorized by statute in the City; and

WHEREAS, the City agrees to allow MVHS to have its own proprietary police department operate within the City.

NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. The City of Centerville hereby authorizes the City Manager and the Chief of Police to execute an Interaction and Cooperation Agreement with Miami Valley Hospital d/b/a/ Miami Valley Hospital South to allow MVHS to use its proprietary police department subject to the terms and conditions allowed by law and in the Agreement, which is attached as Exhibit “A” and incorporated hereto.

Section 2. The City Manager is hereby authorized to execute the Agreement in terms substantially provided in the attached Exhibit “A” and take all necessary actions to carry out the terms of the Agreement.

Section 3. This Resolution shall become effective at the earliest date allowed by law.

PASSED this 12th day of July, 2021.



Mayor of the City of Centerville, Ohio

ATTEST:



Clerk of Council, 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 Number 66-21, passed by the Council of the City of Centerville, Ohio, on the 12th day of July, 2021.



Clerk of Council

Approved as to form, consistency
with the Charter and Constitutional Provisions.

Department of Law
Scott A. Liberman
Municipal Attorney

**INTERACTION AND COOPERATION AGREEMENT BETWEEN
THE CITY OF CENTERVILLE, OHIO
AND
MIAMI VALLEY HOSPITAL d/b/a MIAMI VALLEY HOSPITAL SOUTH**

THIS INTERACTION AND COOPERATION AGREEMENT (the "Agreement") is made under R.C. 4973.17(D)(1) by and between the City of Centerville, Ohio ("City"), with offices at 100 West Spring Valley Road, Centerville, Ohio 45458 and Miami Valley Hospital d/b/a Miami Valley Hospital South ("MVHS"), a non-profit corporation organized under the laws of the State of Ohio and located at 2400 Miami Valley Drive, Centerville, Ohio 45459. The City and MVHS shall be collectively referred to as the "Parties" herein. This Agreement is effective as of the date last executed below (the "Effective Date").

RECITALS

WHEREAS, the City of Centerville operates a police department ("CPD") headed by a Police Chief;

WHEREAS, MVHS is an off-campus location of Miami Valley Hospital, an acute care hospital;

WHEREAS, MVHS operates a proprietary police department, the Premier Health Department of Public Safety ("PHDPS"), which is experienced in providing police services on and off its campus pursuant to statutory authority codified at Section 4973.17 of the Ohio Revised Code;

WHEREAS, the Police Chief of CPD has granted approval to MVHS to permit persons appointed as police officers under Section 4973.17 of the Ohio Revised Code to engage in those duties and activities as authorized by statute in the City;

WHEREAS, the Parties now seek to memorialize, pursuant to Ohio Revised Code Section 4973.17(D)(1)(b), the standards and criteria which will govern their interaction and cooperation in the area of their concurrent jurisdiction;

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Authority of Premier Health Department of Public Safety. MVHS has the authority to maintain and operate its own proprietary police department, PHDPS, pursuant to Section 4973.17 of the Ohio Revised Code, and subject to Section 4973.171 of the Ohio Revised Code. The Police Chief of CPD has granted and by this Agreement ratifies approval for MVHS to permit persons appointed as police officers under Section 4973.17 of the Ohio Revised Code to engage in police officer duties and activities under the PHDPS within the owned or leased properties of MVHS (including MVHS subsidiaries) in the City ("MVHS Property") and the area encompassing all public property and public roads within a

radius of one eighth (1/8) mile from MVHS Property ("Immediately Surrounding Perimeter"). Such authority is commensurate with the authority enjoyed by CPD police officers, including, but not limited to, the issuance of traffic and parking citations. The authority of PHDPS to operate in said jurisdiction extends only if the police officer is directly engaged in the discharge of the person's duties as a police officer for PHDPS. This authority does not extend to activities on behalf of CPD or the City of Centerville, Ohio. This approval is intended to be construed as general in nature and is intended to cover in the aggregate all persons appointed as police officers by PHDPS under Section 4973.17 of the Ohio Revised Code, and a separate approval is not required for each such person so appointed.

The below jurisdictional guidelines have been mutually established by the Parties:

MVHS BOUNDARIES

NORTHERN BORDER - Interstate I-675 SB from Wilmington Pike to 1881 S Metro Parkway

EASTERN BORDER - Wilmington Pike from I-675 SB off-ramp to 6199 Wilmington Pike

SOUTHERN BORDER - Clyo Road from 6199 Wilmington Pike to rear property lines of Adams Circle

WESTERN BORDER - Rear property line of Adams Circle to terminus of S Metro Parkway to 1881 S Metro Parkway to I-675 SB

2. **Concurrent Jurisdiction.** PHDPS and CPD shall have concurrent jurisdiction within MVHS Property and the Immediately Surrounding Perimeter. CPD shall remain the primary law enforcement agency for all areas within the political subdivision of CPD.

3. **Investigatory Standards.** PHDPS will investigate and take appropriate corrective action for minor misdemeanor offenses and non-violent felony and misdemeanor violations that occur on MVHS Property or in the Immediately Surrounding Perimeter, and which are either committed in the presence of a PHDPS police officer or reported to PHDPS. PHDPS shall notify CPD of reported non-violent felony and misdemeanor offenses and arrests that occur on MVHS Property. Notification shall be made the following business day to ensure intelligence information is shared with CPD in order to monitor crime trends and patterns. CPD shall remain the primary law enforcement agency responsible for investigating violent felony offenses within the concurrent jurisdiction of CPD and PHDPS. PHDPS shall provide assistance to the CPD upon request and as availability permits, and will notify CPD of all felony offenses that occur on MVHS Property within twenty-four hours of the reported offense. PHDPS will cooperate with CPD in evidence collection.

4. **Reporting Standards.** PHDPS shall notify CPD of all felony and misdemeanor offenses that occur on MVHS Property, including offenses handled directly by PHDPS. Minor routine reports, including, but not limited to, parking and traffic citations, will remain in-house at PHDPS. Serialized lost or stolen items will be forwarded to CPD for NCIC leads entry in the proper form by PHDPS. PHDPS is responsible for updating and verifying lost

or stolen items as needed or requested. PHDPS shall maintain a log of calls for assistance taken and will make such log available to CPD upon request.

5. **Pursuit Standards.** PHDPS and CPD both have restrictive pursuit policies and should follow their respective policies in making pursuit decisions.

6. **Arrest Standards.** CPD will assist PHDPS in processing suspects in custody and generate the appropriate arrest custody form through CPD's Record Management System. PHDPS will abide by CPD's arrest policy regulations. PHDPS will provide transportation to the jail for arrested subjects. PHDPS will issue misdemeanor notices to appear, notice in Lieu of Arrest, or citations as appropriate to the offense. Notices will be filed with Kettering Municipal Court Clerk's office.

7. **Traffic Enforcement Standards.** The primary objective of the PHDPS traffic enforcement philosophy is to increase community awareness and compliance with traffic laws through education and fair enforcement practices. The use of verbal and written warnings is encouraged as an educational tool for non-hazardous violations. Police officers must set the example for the community with their own safe driving habits and strict compliance with traffic laws. PHDPS shall monitor vehicular traffic on MVHS Property and the Immediately Surrounding Perimeter, and will take action to promote compliance with the law. Traffic citations should only be issued when a safety violation is directly observed by a PHDPS police officer. Minor traffic violations committed by student drivers should be addressed with warnings unless there are aggravating circumstances that warrant a citation. Citations should be issued through the Kettering Municipal Court when the offense is a serious safety violation that poses a threat to life or property, or if the violator is being booked on companion charges. PHDPS will use the Ohio Uniform Traffic Ticket for all traffic citations.

8. **Traffic Crash Investigatory and Reporting Standards.** PHDPS shall be the primary investigative agency for all property damage and non-serious personal injury traffic crashes that occur on MVHS Property. CPD will be the primary investigative agency for all traffic crashes that occur on the outer perimeter of MVHS Property, including public streets in the Immediately Surrounding Perimeter. PHDPS shall notify CPD of all serious personal injury traffic crashes that occur on any City street or MVHS property. CPD will be requested to respond to all traffic crashes involving life-threatening injuries, regardless of where the accident occurred. PHDPS will assist CPD, or any other agency involved, with traffic crash investigations and traffic control on MVHS Property and the Immediately Surrounding Perimeter upon request. Serious personal injury traffic crashes include any traffic crash that results in one or more persons receiving an injury that is likely to result in the injured party being admitted to the hospital. A life-threatening injury is any injury that is likely to cause death.

9. **Parking Enforcement Standards.** PHDPS shall enforce parking violations on MVHS Property. CPD will remain the primary parking enforcement agency for violations that occur on City streets, including the Immediately Surrounding Perimeter of MVHS Property. PHDPS will use the Ohio Uniform Traffic Ticket for all parking citations.

10. Criminal Charges and Prosecutions. When filing criminal charges in Kettering Municipal Court, PHDPS will fully cooperate with the City Prosecutor's Office and do all of the following: (i) provide to the City Prosecutor's Office all discoverable materials, in electronic format if possible, including reports, witness statements, contact information for witnesses, lab reports, video and/or audio media, pictures, and anything else required under Criminal Rule 16; (ii) obey all orders of the Kettering Municipal Court to preserve evidence; (iii) insure that items in need of lab testing are tested by an accredited lab at PHDPS expense; (iv) keep and maintain evidence in compliance with applicable law and provide contact information for the keeper of evidence to the City Prosecutor's Office; (v) establish procedures for the approval of cases for warrant by the City Prosecutor's Office; (iv) participate in the yearly training offered by the City Prosecutor's Office. Further, PHDPS and its own legal counsel will be responsible for resolving any Health Insurance Portability and Accountability Act issues that arise during prosecution of any PHDPS cases.

11. Crimes by Juveniles. Responsibility for investigating, reporting, and, if appropriate, making arrests for crimes committed by juveniles will be the same as for crimes committed by adults under this Agreement.

12. LEADS Equipment Standards. PHDPS shall purchase and maintain radio equipment in the amount necessary to effectively communicate with CPD. CPD grants permission to PHDPS to transmit on the Dispatch channel for emergency and authorized purposes only. PHDPS will provide computer hardware equipment necessary to connect to LEADS through a non-terminal agreement with the City of Centerville. PHDPS will comply with all LEADS policies and procedures and City of Centerville Police Department procedures in the use of the system. PHDPS shall comply with all LEADS policies and procedures and CPD procedures in the use of such system. PHDPS is responsible for dispatching PHDPS police officers as necessary.

13. Crime Prevention Efforts. PHDPS agrees to support CPD's crime prevention efforts with the Neighborhood Watch organization around MVHS Property, and agrees to be an active member of said groups.

14. Loss and Damage Standards. There shall be no reimbursement to either party for loss or damage to equipment or other property while engaged in the performance of the services or activities to be provided under this Agreement.

15. Payment Standards. The consideration herein is derived from the mutual benefit of each of the parties in increased police services. No charge shall be made for any services rendered under the provisions of this Agreement.

16. Conflict Resolution Standards. The highest ranking police officer for the party responding to the request for assistance shall first contact the highest ranking officer of the party requesting assistance to establish which party shall have full charge and authority over the assisting equipment and personnel responding to the requests. In the event an agreement or understanding related to the authority over the police personnel and equipment cannot be reached, the City of Centerville Chief of Police (or designee) and PHDPS's Chief of Police (or

designee) shall make the final determination.

17. **Operating Procedure Standards.** Each party may, from time to time and as necessary or appropriate, develop and maintain documented operating procedures with regards to certain actions or responses by the parties, which, upon written mutual agreement, shall be deemed part of and included as part of this Agreement.

18. **Liability Standards.** There shall be no liability, responsibility, or cause of action for breach of this Agreement if a request for assistance is denied, delayed, inadequate, or if furnished assistance is not needed upon arrival. Each party shall be responsible for any claim or cause of action made against said party or its law enforcement personnel arising out of the performance of duties under this Agreement, and neither party shall be required or responsible to indemnify, defend, or hold harmless the other for any such claim or cause of action. Each party shall obtain for itself appropriate insurance or other security for the performance of this Agreement.

19. **Term.** This Agreement shall be in effect as of the Effective Date for a period of three (3) years and shall be automatically renewed for successive periods of three (3) years. Any party may terminate this Agreement upon written notice by certified mail to the other party at least ninety (90) days prior to the effective date of such termination.

20. **Entire Agreement.** This Agreement constitutes the sole and entire agreement and understanding of the Parties.

21. **Amendments.** This Agreement shall not be amended or modified in any manner except by an instrument in writing signed by the Parties.

22. **Counterparts.** This Agreement may be executed in one or more identical counterparts, which taken together shall constitute one and the same Agreement. Faxed or copied signatures shall be operative.

23. **Binding Agreement.** This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective heirs, administrators, executors, legal representatives, agents, successors and assigns.

24. **Jurisdiction and Venue.** This Agreement shall be governed by Ohio law, and any action relating to this Agreement shall be brought only in a federal or state court of competent jurisdiction and venue in Montgomery County, Ohio.

25. **Severability.** Should any part of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will not be affected and will continue to be valid and enforceable to the fullest extent permitted by law or equity.

[signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

City of Centerville

**Miami Valley Hospital
D/B/A Miami Valley Hospital South**

By: _____
Print Name: Wayne S. Davis
Title: City Manager
Date: _____

By: _____
Print Name: David R. Wolford
Title: Premier Health System Chief of Police
Date: _____

City of Centerville Police Department

By: _____
Print Name: Matthew J. Brown
Title: Chief of Police
Date: _____

Approved as to form:

Scott A. Liberman
Municipal Attorney, City of Centerville