

ORDINANCE NO. 2010-009

AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A MUTUAL AID ASSISTANCE CONTRACT

BE IT ORDAINED by the Village Council of the Village of Waynesville, with _____ members elected thereto concurring:

Section 1. That the Village Manager is hereby authorized to execute a Mutual Aid Assistance Contract substantially in the form of that attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. That this Ordinance shall take effect and be enforced from and after the earliest period allowed by law.

Adopted this _____ day of _____ 2010.

Attest: _____
Staci Morris, Clerk of Council

Earl J. Isaacs, Mayor

MUTUAL AID ASSISTANCE CONTRACT

(A). Recitals:

- (1). It is the expressed desire of the County, the various municipalities, townships, and other agencies located in and near the county of Warren, State of Ohio, to agree to unite by contract for the purpose of rendering mutual aid, assistance, manpower, and equipment to each other in the event of emergency situations arising within their individual jurisdictions wherein their own manpower and equipment is deemed inadequate, and;
- (2). The citizens served by all parties have the desire to contract as aforementioned will be better protected both in life and limb, as well as in property, by having available and mutual aid, assistance, manpower and equipment of other parties to this contract, should an emergency arise wherein their respective forces are deemed inadequate to meet such emergency, and;
- (3). The preservation of life, limb, and property of the citizens of the various communities desiring to contract herein depends upon having available all possible law enforcement and lifesaving aid, assistance, manpower, equipment and knowledge;
- (4). This contract is entered into upon the following terms and conditions, by and between the parties hereto, with the mutual promises of each to the other as consideration therefore.

(B). Primary Responsibility:

- (1). No provision of this contract shall be construed as to place liability upon any other party hereto for failure to respond to a request for assistance hereunder, if, in the sole discretion of the party being requested, their services are considered to be necessary to the community or area for which they are primarily responsible.
- (2). Each party hereto bears the burden of protecting that area through which it gains its compensation, authority or jurisdiction, and that any decision to render aid to another party hereto requesting same must bear on this principle.

(C). Request for Aid (By whom made):

- (1). A request for aid, assistance, manpower or equipment under the provisions of this contract shall be made only by the Chief, Acting Chief, or other person in command of a law enforcement or lifesaving unit as a party to this contract.

(D). Request for Aid (Manner):

- (1). A request for aid, assistance, manpower or equipment under the provisions of this contract shall be made through the requesting agency's original point of dispatch. Such requests shall be made, insofar as practicable, in the following manner:
 - (a). The authority requesting same will spell out specifically what aid, assistance, manpower or equipment it requires.
 - (b). They shall state the nature and location of the emergency where such aid is needed and to whom the requested party shall report.
 - (c). They shall cause an official entry of such request to be made on appropriate departmental records, stating the time, number of manpower units or pieces of equipment, and the approximate duration of time each was utilized.
 - (d). For the purposes of the above, each party shall provide each of the other parties the name and public service number of the dispatching authority for their department. Such lists shall be combined into one item and distributed to all parties hereto as the need demands.

(E). Authority of Those Providing Aid:

- (1). The party providing aid under the terms of this contract shall be clothed with the same authority as that party requesting aid. Said authority includes, but is not limited to, the authority to arrest or detain. Said authority shall begin upon receipt of request and continue until the requesting agency advises that assistance is no longer necessary.
- (2). The officer of the calling party present and in charge of the department of such party shall have full charge of and authority over any assisting equipment and personnel responding to such call. No oath of office need be administered to police officers by authorities of another jurisdiction when the performance of the officer's duties within such other jurisdiction is pursuant to this agreement.
- (3). The parties to this Mutual Aid Agreement further agree that any police officer of a political subdivision which is a party to this agreement who sees a felony 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 felony 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.

(F). Estimate of Aid Available:

- (1) Attached hereto is a list of manpower and equipment normally available from this agency upon request.

(G). Communications:

- (1) It is critical that all local responders, as well as those coming into the impacted area from other jurisdictions and other states, as well as the federal government, know and utilize commonly established operational structures, terminology, policies, and procedures.
- (2) Warren County will provide communications interoperability during any mutual aid situation inside Warren County where incompatible radios used by existing agencies exist. This may be accomplished by a Warren County radio cache, system to system patching, use of mobile interoperable vehicles, and/or any other method deemed necessary to accomplish this goal.

(H). Miscellaneous:

- (1). Where situations require the mass processing of arrestees, transporting of prisoners and operating temporary detention facilities, the officer in charge of the calling party shall have full authority to determine the procedures to be followed.

(I). Damages – Losses – Injuries:

- (1). The parties hereto mutually agree that no party rendering aid, assistance, manpower, or equipment, under the provisions of this contract shall seek damages or reimbursement for loss or injury to equipment from any party hereto requesting such aid, assistance, manpower, or equipment; further that there shall be no reimbursement for any indemnity award or premium contribution assessed against the employing party for Workmen's Compensation or other benefits arising by reason of injury or death to a member of a force of such party while engaged in rendering services under the terms of this contract, it being mutually agreed between the parties hereto that the responding party shall be solely responsible for any loss or damage sustained by themselves or their men, or losses or damages sustained by third parties injured or damaged by any act of said responding party in rendering aid, assistance, manpower or equipment under the terms of this contract.
- (2). Chapter 2744 of the Revised Code, insofar as it applies to the operation of police departments, shall apply to each contracting party hereto and to its police department members when they are rendering service outside of their own subdivisions pursuant to this contract.

- (3). Park officers serving outside the division of parks and recreation pursuant to this contract retain personal immunity from civil liability as specified in Section 9.86 of the Revised Code and shall not be considered an employee of a political subdivision for purposes of Chapter 2744 of the Revised Code.
- (4). Any party to this contract that uses Park Officers under this contract is not subject to civil liability under Chapter 2744 of the Revised Code as the result of any action or omission of any Park Officer acting under this contract.

(J). Termination Notice:

- (1). It is mutually agreed by the parties hereto that any party may terminate participation in this contract by giving written notice of such termination to the Warren County Prosecuting Attorney, 500 Justice Drive, Lebanon, Ohio 45036. The notice shall be by certified mail, return receipt requested. Termination shall be effective thirty (30) days after receipt thereof by the Warren County Prosecutor. Such termination or withdrawal, however, shall not be deemed termination of the entire contract and agreements as to the remaining parties hereto, and, as to those remaining, this contract will continue in full force and effect with the mutual promise of such parties remaining as the consideration therefore.
- (2). Upon receipt of the notice of termination, the Warren County Prosecutor will notify all other parties hereto of the details of such notice.

(K). Implementation:

- (1). The Warren County Prosecutor shall be responsible for distribution of the various instruments connected with this contract and for sending notice to parties hereto as herein provided.

(L). Parties (Initial and Subsequent):

- (1). For the purpose of approving initial and subsequent parties to this contract, the Chief of the Department shall forward to the Warren County Prosecutor a signed copy of this contract.
- (2). Each party hereto shall be provided with a list of the departments which are parties hereto.

(M). Parties (Request for Assistance):

- (1). It is mutually agreed that requests for assistance shall be first made of those members whose geographic jurisdiction is contiguous to the geographic jurisdiction of the

party requesting assistance. If, however, a chief, acting chief, or other person in charge of a particular member department, in the exercise of sound discretion, feels that it would be more expedient under the circumstances, or if a specialized piece of equipment is required for the particular emergency, said requesting party may request the aid, assistance, manpower, or equipment of any party to this contract, without regard to proximity of geographic jurisdictions, it being the express desire and intent of the parties hereto to provide for complete and total mobilization of any and all members should such an emergency situation arise.

(2). This provision shall remain subject to the provisions of Section (B), notwithstanding.

(N). Execution:

(1). This agreement may be executed in any number of counterparts, including original signature pages with a copy of the basic agreement, all of which together shall be considered a single instrument. All of the counterparts and/or signature pages shall be filed with the Warren County Prosecutor who shall be deemed the official repository for this agreement.

(2). The Warren County Prosecutor's office shall send to each party to this contract a certificate indicating the names of all parties to the same as soon as practicable after the effective date hereof.

(O). Additional Parties To Contract:

(1) Other agencies may be made parties to this contract unless any other, then current party objects thereto. Any agency which desires to be party to this contract shall notify the Warren County Prosecutor in writing. The Warren County Prosecutor shall notify, in writing and by certified mail, return receipt requested, all other then current parties to this contract (the Prosecutor's Notice). Any then current party to this contract may object to the inclusion of such agency as a party by so notifying the Warren County Prosecutor. The notification of objection shall be in writing and set forth with particularity the grounds for such objection.

(2). A proposed additional party shall become a party hereto upon execution of this contract and after expiration of sixth (60) days from the receipt of the Prosecutor's Notice by each then existing party unless an objection to such proposed additional party is made and is not withdrawn within such period.

(P). Effective Date; Term:

(1). This contract shall be effective as to all parties who have executed the same immediately upon execution.

(2). This contract shall have no definite term but shall continue in force and effective as to each party unless terminated by such party pursuant to Paragraph (J) hereof or unless superseded or rescinded by a subsequent contract.

(Q). Separability of Clauses:

(1). Should any part, section, clause or specification herein be declared unlawful or unconstitutional, the remaining parts, sections, clauses and specifications shall continue to operate as if independent thereof.

(R). Other Contract Rescinded:

(1). All other mutual assistance contracts existing between the various departments are rescinded herein and are superseded by this agreement as of its effective date.

IN WITNESS THEREOF, the undersigned, through its duly authorized agent(s) or representatives(s), herein, sets its hand this ____ day of _____, 2007.

Approved By: _____

Sheriff Tom Ariss
Warren County Sheriff's Office

Approved as to form:

Reviewed By: _____

Legal Advisor/Law Director

IN WITNESS THEREOF, the undersigned, through its duly authorized agent(s) or representatives(s), herein, sets its hand this _____ day of _____, 2007.

Village of _____

City of _____

Township of _____

County of _____

By: _____

Its: _____

Reviewed By: _____
Chief of Police

Approved as to form: Reviewed By: _____
Legal Advisor/Law Director

Here below cite the authority for the signature of the parties, together with the date of approval, passage of ordinance, etc.; also provide certification that this instrument is a true and correct copy of the ordinance or resolution as herein set forth.

I hereby certify that the signatures of the parties are correct and that the attached is a copy of the Ordinance No. _____ passed by the Council of _____ on _____ day of _____, 2007.

Clerk of Council/Board