

ORD 1013

MUTUAL AID CONTRACT

WHEREAS, it is the expressed desire of the County and various Municipalities located in the County of Brown, 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 where their own manpower is deemed inadequate, and;

WHEREAS, the preservation of life, limb and property of the citizens of the contracting communities will be better served and protected by having all possible law enforcement and lifesaving aid, assistance, manpower, equipment and knowledge available in case of emergency;

THEREFORE, this contract is entered into upon the following terms and conditions, with the mutual promise of each to the other as consideration, by as many political subdivisions, named as parties hereof, as execute the contract and file it and copies of appropriate legislation with contract repository.

I.

PARTIES

The Board of County Commissioners, Brown County, Ohio
The Sheriff of Brown County, Ohio
The Village of Georgetown
The Village of Mt. Orab
The Village of Ripley
The Village of Sardinia
The Village of Russellville
The Village of Aberdeen
The Village of Fayetteville
The Village of Higginsport
The Village of Hamersville
Ohio State Highway Patrol, Post 8

No party shall be bound to this contract until executed by that party pursuant to Paragraph XII herein.

It is mutually agreed by the parties hereto that from time to time new parties to this agreement may be added, provided that all parties to this contract have been notified by the Secretary of the Brown County Police Chiefs Association by mail, no later than sixty (60) days prior to their acceptance and provided that no party to the contract files a written objection with the Secretary within said sixty (60) day period.

II.

PRIMARY RESPONSIBILITY

No provision of this contract shall be construed as to place liability upon any 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 for which they are primarily responsible.

Further, it is agreed that 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.

III.

AUTHORITY OF THOSE PROVIDING AID

Whereas, the political subdivisions desire to invoke the authority of Revised Code Section 2935.03 and adopt agreements in conformity with Sections 311.07, 311.29, 505.43, 505.50, 737.04, 737.041, and 737.10 of the Revised Code for the purposes of providing mutual aid and assistance to other political subdivisions through this mutual aid contract and whereas the political subdivisions through this mutual aid contract wish to extend the arrest power of its officers pursuant to Revised Code Section 2935.03.

Therefore, law enforcement officers acting pursuant to this contract outside the territory of their regular employment have the same authority to enforce the State law as when acting within the territory of their regular employment and each is hereby deemed appointed by each contracting subdivision for the purposes of enforcing the law under this agreement.

The officer of the calling party present and in charge of such party shall have full charge of and authority over any assisting equipment and personnel responding to such call. No oath of service need be administered to police officers by authorities of another jurisdiction when the performance of the officer's duties within such other jurisdiction are pursuant to this agreement.

IV.

REQUEST FOR AID (BY WHOM MADE)

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

V.REQUEST FOR AID (MANNER)

A request for aid, assistance, manpower, or equipment under the provisions of this contract shall be made to the person or agency having the responsibility of dispatching such requested party on calls within its own area of jurisdiction. 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 purpose 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.

VI.ESTIMATE OF AID AVAILABLE

Attached hereto is a list of manpower and equipment available from this agency upon request. This list may be amended from time to time.

VII.COMMUNICATION

Radio communications on mutual aid assistance calls shall be made through the LEERN frequency, if possible, otherwise through the agency's normal base station. It is recommended that when personnel are assigned that it be done in conjunction with the communication requirements of the requesting agency.

VIII.MISCELLANEOUS

This agreement shall be implemented by Operational Agreements adopted by the majority of the Chiefs of Police at a meeting of the Brown County Police Chiefs Association, with prior written notice seven (7) days in advance of the purpose of the meeting.

IX.A. CHARGES/CONSIDERATIONS

No charge shall be made or billed to or by any party to this contract for the services rendered under this contract, it being the expressed intention of the parties hereto that the sole consideration is the mutual promise, each to the other, of rendering aid, assistance, manpower, or equipment to each other under the terms herein.

No part of this contract, however, shall be construed as to void or nullify any other valid existing contract which may be in effect between parties hereto or with parties not entering into this contract.

B. DAMAGES-LOSSES-INJURIES

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 Workman'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 loss 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.

X.TERMINATION NOTICE

It is mutually agreed by the parties hereto that any party may terminate this agreement at the expiration of any term or at the end of any successive automatic extension term hereof,, upon written notice served by registered mail upon the party designated as the official repository for the contract no later than thirty (30) days prior to the expiration of the term. 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 agreement will continue in full force and effect indefinitely with the mutual promise of such parties remaining as the consideration therefor, subject to termination.

Upon receipt of the notice of intent by registered mail from any party hereto, the party designated as the official repository

for this contract will notify all other parties hereto of the details of such notice.

XI.

IMPLEMENTATION

It is mutually agreed that this contract shall be implemented by the organization known as the Brown County Police Chiefs Association, and such group shall be responsible for distribution of the various instruments connected with same, and for acting through its secretary, for sending notice to parties herein provided.

It is further mutually agreed that membership in the said association is not a prerequisite for being party to this contract.

XII.

EXECUTION

This agreement may be executed in any number of counterparts, all of which together shall be considered a single instrument. All of the counterparts shall be filed with the Brown County Prosecutor's Office, who shall be deemed the official repository for this agreement. There shall be filed with each counterpart a certified copy of the ordinance or resolution of the party whereby this agreement and contract is accepted, together with the citation for providing who shall sign the counterpart binding the said party.

The Brown County Prosecutor's Office shall send to each party to this contract notification indicating the names of all parties to the same as soon as practicable after the effective date.

XIII.

EFFECTIVE DATE AND TERM

This agreement shall expire on December 31, 1996 and shall automatically renew for one (1) year periods indefinitely until terminated as provided in Paragraph X herein or otherwise revoked or rescinded.

This agreement shall become effective after the following criteria is met: Copies of the agreement have been distributed to all interested parties and two (2) or more parties having adopted and executed this agreement in accordance with law and returned same to the Brown County Prosecutor's Office.

XIV.SEPARABILITY OF CLAUSES

It is mutually agreed by the parties hereto that 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.

XV.OTHER CONTRACT RESCINDED

It is mutually agreed that all other mutual aid assistance contracts existing between the various departments are rescinded herein and are superseded by this agreement as of its effective date.

IN WITNESS WHEREOF, the undersigned, through its duly authorized agents(s) or representatives(s), herein set forth their hands this _____ day of _____ 1995.

Village of _____

County of _____

Other _____

By: _____

TITLE

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

I hereby certify that the signature of the parties are correct and that the attached is a copy of the Resolution/Ordinance, No. _____, passed on the _____ day of _____ 1995.

SECRETARY

XIV.

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It is mutually agreed by the parties hereto that 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.

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It is mutually agreed that all other mutual aid assistance contracts existing between the various departments are rescinded herein and are superseded by this agreement as of its effective date.

IN WITNESS WHEREOF, the undersigned, through its duly authorized agents(s) or representatives(s), herein set forth their hands this 10th day of OCTOBER 1995.

Village of RIPLY

County of BROWN

Other _____

By: Larry D. Fulton
Mayor
TITLE

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

I hereby certify that the signature of the parties are correct and that the attached is a copy of the Resolution/Ordinance, No. 1013, passed on the 10th day of OCTOBER 1995.

William D. Dubois
SECRETARY