

Res. 21-84

BUTLER COUNTY  
INTRACOUNTY MUTUAL POLICE AID AGREEMENT

WHEREAS, certain political subdivisions and local governmental units within Butler County, Ohio desire to mutually obtain and provide police protection and related support and/or desire to mutually obtain and provide additional police protection and related support in times of emergency; and

WHEREAS, said political subdivisions and local governmental units wish to contract with each other to provide for mutual assistance and interchange and use of their police equipment and personnel in times of emergency within the territories of the parties hereto; and

WHEREAS, Sections 505.43, 505.431, 737.04 and 737.041 of the Ohio Revised Code specifically authorize political subdivisions and local governmental units to enter into mutual police aid agreements;

NOW, THEREFORE, BE IT RESOLVED by and among the parties hereto that any number of political subdivisions and governmental units within Butler County, Ohio, including police districts, may become party to this Agreement by appropriate authorization and execution of a copy hereof by the respective legislative bodies of said political subdivisions and governmental units, and by depositing a copy with the Office of Civil Defense for Butler County, Courthouse Annex, 141 Court Street, Hamilton, Ohio. The Office of Civil Defense shall immediately send to each new party to this Agreement a copy of each signed agreement and a list indicating the names of the political subdivisions and governmental units which have executed the Agreement, and shall send annually thereafter to each party a current list of parties to the Agreement. The Office of Civil Defense shall also provide annually the County Commissioners, County Sheriff and County Prosecutor with current lists of all parties to this Agreement. The parties hereto mutually agree as follows:

(1) Each party of this Agreement will respond with such police equipment and manpower as is requested by the officer on duty and in charge of the police department of any other party to this Agreement but only to the extent that in the judgment of the officer on duty and in charge of the police department receiving the request, such request would not be inconsistent with the proper protection of its own territory. In the event that the officer on duty and in charge of the police department which receives the request determines that all the equipment and manpower as requested cannot be provided consistent with the proper protection of its own territory, said party shall provide as much equipment and manpower as it deems advisable under the circumstances.

(2) When the appropriate officer of any police department calls for assistance, he shall state the specific equipment and manpower needed and shall give explicit directions as to the location where assistance is required.

(3) In any situation into which additional assistance is called pursuant to the

terms of this Agreement, 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 are pursuant to this Agreement.

(4) No charge shall be made to any party hereto for services rendered pursuant to the terms of this agreement, it being understood that the mutual promises contained herein serve as adequate consideration.

(5) In no case shall the party herein called upon or rendering such service be liable in damages to any other party hereto, or contractual obligees, for failure to answer any police call or for lack of speed in answering such call or for any inadequacy of equipment, negligent operation of equipment or for any cause whatsoever growing out of use of such police equipment and personnel and that the party which issued such call shall not be liable in any manner or even for damages or loss of equipment or personnel or personal injuries suffered by the party answering such call. Each party shall assume the cost of damage or loss of equipment or apparatus that it may incur while in the other party's municipality or territory or while responding to a call pursuant to the terms of this Agreement.

(6) Section 701.02 of the Ohio Revised Code, so far as it is applicable to the operation of police departments, apply to the contracting political subdivisions and governmental units hereunder and their police department members when such members are rendering service outside their own subdivision or unit pursuant to the Agreements.

(7) Police department members acting outside the subdivision or unit in which they are employed may participate, if the rules of the board of trustees of the policemen's pension or indemnity fund provide therefor, in any pension or indemnity fund established by their employer to the same extent as while acting within the employing subdivision or unit, and are entitled to all rights and benefits of Sections 4123.01 to 4123.94 of the Ohio Revised Code, to the same extent as while performing service within their subdivision or unit, provided that such members are acting upon authorization of a duly designated officer or employee of the employing subdivision.

(8) All parties agree that all calls for assistance pursuant to the Agreement shall be by direct contact from the party requesting assistance to the department requested to respond.

(9) It is understood that the Butler County Sheriff, as a party to this Agreement, may call upon any other police department in the County which is a party to this Agreement for assistance, and that all other parties may likewise call upon the Sheriff for assistance.

(10) This Agreement reflects the most comprehensive countywide system of mutual police aid presently permitted by Ohio law.

(11) This Agreement shall remain in effect indefinitely with respect to each party hereto. Any party may withdraw from the Agreement upon the giving of at least three months written notice of its intention to withdraw to each current party as well as the Office of Civil Defense for Butler County, the County Commissioners, County Sheriff and County Prosecutor.

(12) This Agreement shall become operative as to the undersigned party when deposited with the Office of Civil Defense for Butler County.

IN WITNESS WHEREOF, by reason of Resolution  
(resolution, ordinance, etc.)  
number 21-84 passed the 25th day of September, 1984,  
the Union Township Trustees hereby authorize(s)  
(Township Trustees, City Council, etc.)  
President of the Board of Trustees of Union Township,  
(title of authorized person) (name of Political Subdivision),  
Butler County, Ohio to execute said Agreement.

This Agreement is executed this 25th day of September, 1984,  
by the President of the Board of Trustees pursuant to the above-referenced authorization.  
(authorized official by title)

[Signature]  
Authorized Signature  
Justice of  
Title

[Signature]  
Authorized Signature  
President  
Title

Accepted: \_\_\_\_\_  
Director, Office of Civil Defense  
Butler County, Ohio  
Date: \_\_\_\_\_

Deposited with Butler County Prosecutor  
Date 10/15/84

[Signature]  
Signature  
Consul. Pros. Atty.