

# LAW ENFORCEMENT MUTUAL AID ASSISTANCE AGREEMENT TACTICAL RESPONSE UNIT

(A). Parties:

The parties to this Agreement are the Warren County Sheriff's office (Sheriff); the City of Lebanon, Ohio (Lebanon); the City of Mason, Ohio (Mason); the City of Franklin, Ohio (Franklin); and the City of Springboro, Ohio (Springboro).

(B). Recitals:

- (1). The parties hereto are engaged in the provision of law enforcement services within their respective jurisdictions and, pursuant to law enforcement mutual aid agreements, to other jurisdictions;
- (2). Each party has personnel who are trained to provide tactical response in specialized situations requiring a law enforcement response;
- (3). Each party owns equipment which is used in such a tactical response;
- (4). The parties have cooperated in using such personnel and equipment to form a Tactical Response Unit (TRU); and
- (5). The parties desire to provide a mechanism pursuant to which monies and contributions of equipment may be received and disbursed in furtherance of the purpose of maintaining a qualified and efficient TRU.

(C). Receipt of Monies and Equipment:

- (1). All monies and equipment which may specifically be designated for the TRU will be received by the Sheriff.
  - (a). Monies will be held by the Warren County Auditor who, as fiscal officer for the Sheriff, shall also be fiscal officer for the TRU.
- (2). Monies will be used for training of TRU personnel, the purchase of equipment for use by the TRU and for such other purposes as the TRU Board may approve.

(D). TRU Board:

- (1). The TRU Board shall consist of the Sheriff and the police chiefs of Lebanon, Mason, Franklin and Springboro.

- (2). A majority of the TRU Board constitutes a quorum for the transaction of business.
- (3). No monies which are received by the Sheriff, pursuant to Paragraph (C)(1) above may be spent or otherwise disbursed except upon approval of the TRU Board.
- (4). Meetings of the TRU Board will be held at such time and place as are specified in a notice of meeting.
- (5). A meeting of the TRU Board may be called by any member of the Board by giving notice of the time, place and purpose of such meeting to the other members of the Board. No meeting of the TRU Board shall be held sooner than seven (7) days than the date of the notice of meeting. The notice of meeting shall be in writing and given to each of the parties by personal delivery or facsimile transmittal.

(E). Termination/Withdrawal:

- (1). Any party may withdraw from participation in this Agreement by thirty (30) days written notice to the other parties.
- (2). Withdrawal will not entitle any withdrawing party to a disbursement of any monies held by the Sheriff pursuant to Paragraph (C)(1) of this Agreement nor require such withdrawing party to reimburse for any training of its personnel or equipment which it owns which training or equipment was paid for by those monies referred to in Paragraph (C) hereof.
- (3). This Agreement shall terminate when only one party remains. In such event, all money held will be disbursed to the original five (5) parties on a pro rata basis based upon the number of months of participation of such party to the total number of months of all of the original five parties.

(F). Entire Agreement: Binding Effect: Modification:

1. This Agreement is the entire agreement of the parties and all prior negotiations, representations, and correspondence, whether written or oral, to the extent that the same tend to supplement, modify or contradict the terms hereof are of no force and effect.
2. This Agreement shall be binding upon the successors and assigns of the parties hereto.
3. This Agreement shall not be modified except in writing and executed by the parties with the same formalities as this Agreement.

CITY OF MASON EXECUTION

Witness the hand of Scot F. Lahrmer, City Manager of the City of Mason who executes the same for and on behalf of City of Mason pursuant to ~~Resolution~~ No. 2001-11 adopted on the 8<sup>th</sup> day of January, 2001.  
Ordinance

Witness:

Joan Bernard  
Arthur Pearson

Scot F. Lahrmer  
SCOT F. LAHRMER

CITY OF FRANKLIN EXECUTION

Witness the hand of James M. Lukas, City Manager of the City of Franklin who executes the same for and on behalf of City of Franklin pursuant to Resolution No. 2000-46 adopted on the 1 day of MAY, 2000.

Witness:

Wendy Enkin  
Jennifer Hirschman

James M. Lukas  
JAMES M. LUKAS

CITY OF LEBANON EXECUTION

Witness the hand of James H. Patrick, City Manager of the City of Lebanon who executes the same for and on behalf of City of Lebanon pursuant to Resolution No. 7806 adopted on the 11 day of April, 2000.

Witness:

Katherine Gindon  
Pamela A. Stott

  
JAMES H. PATRICK

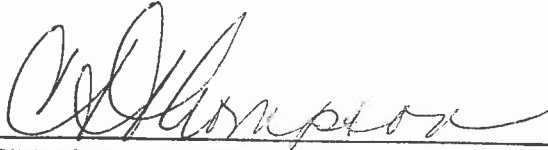
CITY OF SPRINGBORO EXECUTION

Witness the hand of Christine Thompson, Interim City Manager of the City of Springboro who executes the same for and on behalf of City of Springboro pursuant to Resolution No. **R-00-32** adopted on the 18 day of MAY, 2000.

Witness:

Sharon Rottent

DeLyn J. Brown

  
CHRISTINE THOMPSON

SHERIFF'S EXECUTION

Witness the hand of Tom Ariss, Warren County Sheriff, this 13 day of December 2000.

Witness:

Marianne Leisy  
Belmont Howard

Tom Ariss  
TOM ARISS



**TIM OLIVER**

PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

**ASSISTANT PROSECUTORS:**

KEITH W. ANDERSON  
JAMES D. BEATON  
CAROLYN A. DUVELIUS  
KENNETH A. EWING  
JOANNE V. HASH  
RACHEL A. HUTZEL  
LESLIE MEYER  
ANDREW L. SIEVERS  
GREGORY S. STEPHENS  
ANNE L. TAMASHASKY

**INVESTIGATORS:**

ERROL D. BUTT  
SCOTT A. MALE

**CHILD SUPPORT ENFORCEMENT AGENCY:**

MITCHELL W. BONHAM, DIRECTOR  
DEREK B. FAULKNER  
ELIZABETH A. SECREST

**DELINQUENT TAX COLLECTION:**

BRUCE A. MCGARY

**VICTIM/WITNESS ADVOCATES:**

JOANNE INGRAM  
KERI S. FENN  
LISA A. WILSON

January 26, 2001

Sheriff Tom Ariss  
550 Justice Drive  
Lebanon, OH 45036

**Re: Law Enforcement Mutual Aid Assistant Agreement  
Tactical Response Unit**

Dear Tom:

Attached is the original signed Agreement. By copy of this letter, I have sent a copy of this Agreement to each party who signed.

Sincerely,

Rachel A. Hutzel  
Assistant Prosecuting Attorney

RAH:cae

cc: James H. Patrick - City of Lebanon  
Scot F. Lahrmer - City of Mason  
James M. Lukas - City of Franklin  
Christine Thompson - City of Springboro

500 JUSTICE DRIVE • LEBANON, OHIO 45036-2392 • (513) 695-1325 • FAX: 695-2962  
MIDDLETOWN 420-4325 • FAX: 420-2962 • CINCINNATI 925-1325 • FAX: 925-2962  
DAYTON 425-1325 • FAX: 425-2962 • SOUTHEAST WARREN COUNTY 783-4993