

**THE CITY OF MASON, OHIO
HAMILTON TOWNSHIP, OHIO**

MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT

This agreement ("Agreement") is made and entered into by the undersigned parties as follows:

WHEREAS, Revised Code Section 737.04 allows the legislative authority of any municipal corporation to enter into contracts with one or more townships, or township police districts, for the purpose of obtaining police protection or additional police protection, upon any terms that are agreed for services of police departments, the use of police equipment, or the interchange of services of police departments or police equipment within the territories of the political subdivisions; and

WHEREAS, Revised Code Sections 505.43 and 505.431, allows the legislative authority of any township to provide or obtain police protection to or from any municipal corporation; and

WHEREAS, the undersigned parties intend to provide reciprocal police services across jurisdictional lines, consistent with the foregoing statutes, to enhance the capabilities of law enforcement for the protection of citizens and property in the City of Mason and Hamilton Township, and

WHEREAS, the undersigned parties intend to provide police services in accord with the following guidelines; and

WHEREAS, the undersigned parties (individually, "Agency" and collectively, "Agencies") include the following participating jurisdictions: the City of Mason and Hamilton Township;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the



parties agree as follows:

I. COOPERATIVE ENFORCEMENT UPON REOUEST

The Agencies recognize that special public safety incidents occasionally occur that require the services of additional law enforcement personnel. Such additional services may be provided by or to any cooperating Agency generally according to the following guidelines:

A. Any incident may form the basis for the request of police services from one or more cooperating Agencies when police assistance is reasonably necessary to protect the safety of persons and property.

B. Police services, may be requested and supplied by cooperating Agencies for limited-time special events or for extended time periods based on need. Such services may include the facilitation of personnel by their employing Agency for the provision of police services to a requesting Agency for volunteer Special Event Details performed while such personnel are not on duty for the employing Agency, hereby known as Off-Duty or Extra-Duty Details. No Agency is required to facilitate or otherwise provide volunteer personnel for Off-Duty or Extra-Duty Details. Moreover, an agency may prohibit its personnel from engaging in such Off-Duty or Extra-Duty Details to the extent allowed by law or Agency regulations.

II. GENERAL TERMS AND PROCEDURES

A. A request for police services may be made by the Chief of Police of the law enforcement Agency, or his designee. The designee must be of supervisory rank or the senior shift officer when no supervisor is present.

B. A cooperating Agency may provide police services only to the extent that the personnel and equipment are not required for the adequate protection of that Agency's jurisdiction. The Chief of Police of the law enforcement Agency, or his designee, shall have the sole authority to

determine the amount of personnel and equipment, if any, available for assistance.

C. Whenever employees of one cooperating Agency provide police services in or to another cooperating Agency pursuant to the authority set forth in this Agreement, other legislative authority or state law, such employees shall have the same powers, duties, rights and immunities as if taking action within the territory of their employing Agency. Revised Code Chapter 2744 shall apply to the extent specified in Revised Code Sections 505.43, 505.431 and 737.04 or as otherwise provided by law. Moreover, participation in any indemnity fund established by the employer, and all rights under Revised Code Chapter 4123, shall apply to the extent set forth in Revised Code Section 505.43, 505.431 and 737.04 or as otherwise provided by law.

D. Whenever employees of one cooperating Agency provide police services to another cooperating Agency, they shall be under the lawful direction and authority of the commanding law enforcement officer of the Agency to which they are rendering assistance. Officers shall be subject to the code of ethics, policies, and rules and regulations of their employing Agency at all times.

E. All wage and disability payments, pension, worker's compensation claims, medical expenses or other employment benefits for employees performing pursuant to this Agreement shall be the responsibility of the employing Agency to the same extent as if the employee were providing service for the employing agency. Wages and payment for Off-Duty or Extra-Duty Details are subject to Agency policy and procedures.

F. Each Agency shall be responsible for the negligence or wrongdoing of its employees to the extent provided by law. Nothing in this Agreement shall impose any greater duty or obligation on an employing agency than provided by law, including as to Off-Duty or Extra-Duty Details.

G. Each cooperating Agency shall be responsible for any costs arising from the loss of or damage to the Agency's equipment or property while providing police assistance services within any other cooperating Agency jurisdiction.

III. ADDITIONAL PROVISIONS

A. The terms of this contract shall be in continuous effect for each participating Agency from the date the authorized signature for such Agency is affixed hereto. Any Agency may revoke its future contractual obligations hereunder only upon sixty (60) days written notice to each of the other participating Agencies by certified mail or other means of delivery for which a receipt is available.

B. This Agreement is intended solely to set forth certain arrangements for the provision of mutual aid where practicable. Therefore, the parties do not intend for any third party to rely on the provisions of this Agreement, and specifically disclaim intent to create any third party beneficiary with rights under the Agreement. Moreover, there shall be no liability whatsoever upon any Agency arising out of this Agreement, whether to other Agencies, third parties, or otherwise, for the Agency's failure to fully or partially respond to a call for assistance, whether due to the Agency's equipment and/or employees being otherwise engaged, exigent circumstances, or for any other reason.

C. The Mason Police Department shall serve as the depository for this Agreement unless otherwise agreed by the parties in writing or by custom and practice.

D. Parties may be added or deleted from this Agreement, and other terms may be modified, by written addendum without restating the entire Agreement.

E. This Agreement may be executed in counterparts.

Only signatures to follow:

Executing Agency: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Jeff Forbes, Law Director