

ORDINANCE NO. 2015 - 3

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR MUTUAL AID ASSISTANCE WITH WARREN COUNTY AGENCIES

WHEREAS, it is the expressed desire of Warren County, the City of Mason and various municipalities, townships and other agencies located in and near the County of Warren, State of Ohio, to agree to unite for the purpose of rendering mutual aid, assistance, personnel, and equipment to each other in the event of emergency situations arising within their individual jurisdictions wherein their own personnel and equipment is deemed inadequate; and

WHEREAS, 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 mutual aid, assistance, personnel and equipment of other parties to this agreement, should an emergency arise wherein their respective forces are deemed inadequate to meet such emergency; and


WHEREAS, it is in the best interest of the City of Mason to enter into an agreement for Mutual Aid Assistance with Warren County agencies.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Mason, Ohio, six members elected thereto concurring:

Section 1. That the City Manager hereby is authorized to execute the Mutual Aid Assistance Agreement attached hereto as Exhibit "A" and incorporated herein by reference.

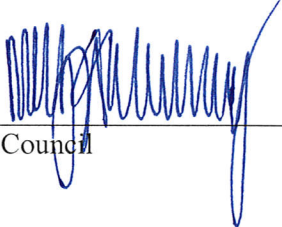
Section 2. That this Ordinance shall take effect and be in force from and after the earliest period provided by law.

Dated this 12th day of January 2015.



Mayor

Attest:



Clerk of Council

MUTUAL AID ASSISTANCE AGREEMENT 2015

A. Recitals:

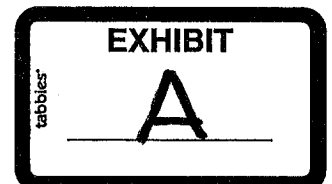
- 1) It is the expressed desire of the County, the various municipalities, townships, and other agencies located in and near the County of Warren, State of Ohio, to agree to unite by an agreement for the purpose of rendering mutual aid, assistance, manpower, and equipment to each other in the event of emergency situations arising within their individual jurisdictions wherein their own manpower and equipment is deemed inadequate, and;
- 2) The citizens served by all parties 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 all parties to this agreement, 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 agreeing herein depends upon having available all possible law enforcement and lifesaving aid, assistance, manpower, equipment, and knowledge;
- 4) This agreement 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, and pursuant to the authority of Sections 311.07, 505.431, 511.235, 737.041, 1545.131, and 2935.03 of the Ohio Revised Code.

B. Primary Responsibility:

- 1) No provision of this agreement shall be construed so as to place liability upon any other party hereto for failure to respond to a request for assistance.
- 2) Each party hereto bears the burden of primarily protecting that area through which it gains its compensation, authority, or jurisdiction, and it is understood by all parties hereto that any decision to render aid to another party pursuant to this agreement 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 agreement 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 agreement.



D. Request for Aid (Manner):

- 1) A request for aid, assistance, manpower, or equipment under the provisions of this agreement 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) The requesting party shall state the nature and location of the emergency where such aid is needed and to whom the requested party shall report
 - c) The requesting party 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 needed.

E. Authority of Those Providing Aid:

- 1) The party providing aid under the terms of this agreement 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 party advises that assistance is no longer necessary.
- 2) The officer in charge of the requesting party, present and in charge of the department of such requesting 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 that is a party to this agreement 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 comply with all applicable laws regarding same.

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 various responding 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 requesting 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 agreement 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 Worker'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 agreement, it being mutually agreed between the parties hereto that the responding party shall be solely responsible for any loss or damage sustained by itself or its employees, or losses or damages sustained by third parties injured or damaged by any act of said responding in rendering aid, assistance, manpower, or equipment under the terms of this agreement.
- 2) Chapter 2744 of the Revised Code, insofar as it applies to the operation of police departments, shall apply to each party hereto and to its police department members when they are rendering service outside of their own subdivisions pursuant to this agreement.
- 3) Park Officers serving outside the division of parks and recreation pursuant to this agreement 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 agreement 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 agreement.

J. Termination Notice:

- 1) It is mutually agreed by the parties hereto that any party may terminate participation in this agreement 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 agreement as to the remaining parties hereto, and as to those remaining, this agreement 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 agreement 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 agreement, the Chief of the participating Department shall forward to the Warren County Prosecutor a signed copy of this agreement.
- 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 agreement, 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 pursuant to the terms of this agreement should such an emergency situation arise.
- 2) This provision shall remain subject to the provisions of Section (B), notwithstanding.

N. Executions:

- 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 agreement a certificate indicating the names of all parties to this agreement as soon as practicable after the effective date hereof.

O. Additional Parties To Contract:

- 1) Other agencies may be made parties to this agreement unless any other, then current party objects thereto. Any agency which desires to be party to this agreement 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 sixty (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. Should any existing party object to the addition of a proposed additional party within the sixty (60) day period, the proposed additional party shall not become a party to this agreement.

P. Effective Date; Term:

- 1) This agreement shall be effective as to all parties who have executed the same immediately upon execution.
- 2) The agreement shall have no definite term but shall continue in force and effect as to each party unless terminated by such party pursuant to Paragraph (J) hereof or unless superseded or rescinded by a subsequent agreement.

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 Agreement Rescinded:

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

[The remainder of this page is intentionally left blank.]

Mason Police Department Signature Page

IN WITNESS THEREOF, the undersigned, through its duly authorized agent(s) or representatives(s), herein, sets its hand this _____ day of _____, 2015.

Approved By:

Chief / Authorized Signatory
Mason Police Department

Reviewed By:

Legal Counsel

Here below cite the authority for the signature of the parties, together with the date of approval, passage of ordinance, resolution, 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 / Resolution No. _____ passed by the Board of Commissioners / Trustees or Council of _____ on _____ day of _____, 2015.

Clerk / Administrator / Fiscal Officer

ORDINANCE OR RESOLUTION ATTACHED BELOW