

RESOLUTION NO. 2409

ADOPTED ON: August 24, 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE VILLAGE ADMINISTRATOR AND POLICE CHIEF TO EXECUTE A MUTUAL AID AGREEMENT WITH THE VILLAGE OF SOMERSET, VILLAGE OF SHAWNEE, VILLAGE OF ROSEVILLE, VILLAGE OF NEW STRAITSVILLE, VILLAGE OF NEW LEXINGTON, VILLAGE OF JUNCTION CITY, VILLAGE OF CROOKSVILLE, VILLAGE OF CORNING, AND THE PERRY COUNTY CHIEFS OF POLICE ASSOCIATION AND DECLARING AN EMERGENCY

WHEREAS, R.C. 737.04, which governs mutual aid contracts for police protection, allows the legislative authority of any municipal corporation, in order to obtain police protection or to obtain additional police protection, or to allow its police officers to work in multijurisdictional drug, gang, or career criminal task forces, to enter into contracts with one or more municipal corporations, townships, township police districts, joint police districts, or county sheriffs in this state, with one or more park districts created pursuant to R.C. 511.18 or R.C. 1545.01, with one or more port authorities, or with a contiguous municipal corporation in an adjoining state, upon any terms that are agreed upon, for services of police departments or the use of police equipment or for the interchange of services of police departments or police equipment within the several territories of the contracting subdivisions; and

WHEREAS, Council for the Village of Thornville understands the importance of maintaining adequate police protection services as well as assisting neighboring communities, should the need arise; and

WHEREAS, Council for the Village of Thornville now wants to enter into a mutual aid agreement for police protection services because it believes such an agreement will benefit Village residents' safety and well-being today, tomorrow, and into the years to come.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Thornville, County of Perry, State of Ohio:

SECTION 1: Council for the Village of Thornville hereby authorizes and directs the Village Administrator and Police Chief to execute a Mutual Aid Agreement in substantially the same form and content as the Agreement attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2: All prior legislation, or any parts thereof, which is/are inconsistent with this Resolution is/are hereby repealed as to the inconsistent parts thereof.

SECTION 3: It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that any and all deliberations of this Council and any of its committees that resulted in such formal action were in meetings

open to the public, in compliance with all legal requirements of the laws of the State of Ohio.

SECTION 4: Council declares this to be an emergency measure immediately necessary for the preservation of the public peace, health, and safety of the Village and the further reason that the Village needs to enter into the Mutual Aid Agreement as soon as possible. Wherefore, provided this Resolution receives the required affirmative votes of Council, this Resolution shall take effect and be in force immediately upon passage by Council.

Passed in Council this 26 day of ^{August} ~~July~~ 2024.


Amanda Lackey, Mayor

ATTEST:


Clerk of Council

APPROVED:

Approved as to form this 18th day of July 2024.


Brian M. Zets, Esq.
Village Solicitor

MUTUAL AID AGREEMENT

This Mutual Aid Agreement ("Agreement") is entered into on the date last executed below, by and between the members of the Perry County Chiefs of Police Association and of their respective police departments (hereinafter collectively the "MEMBER DEPARTMENTS").

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the conditions which govern mutual aid between the MEMBER DEPARTMENTS and under which the MEMBER DEPARTMENTS shall provide mutual aid to any and/or all of the other MEMBER DEPARTMENTS.

PREAMBLE

WHEREAS, the MEMBER DEPARTMENTS need to obtain additional police protection for the residents served by their departments by making the most efficient use possible of the police manpower of their departments; and

WHEREAS, the MEMBER DEPARTMENTS are authorized to enter into contracts for the purpose of providing emergency police protection in other political subdivisions pursuant to R.C. 737.04; and

WHEREAS, this Agreement is intended to be entirely reciprocal by the MEMBER DEPARTMENTS, who are parties to this agreement, and are referred to herein more specifically as the "REQUESTING DEPARTMENT" or the "RESPONDING DEPARTMENT" as the situation may arise necessitating the mutual aid request.

AGREEMENT

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, BE IT AGREED between the MEMBER DEPARTMENTS as follows:

1. The term of this Agreement shall be through December 31, 2026.
2. Upon written agreement of the MEMBER DEPARTMENTS, this Agreement may be renewed for successive two-year periods subject to the same terms and conditions provided herein and upon any other such terms and conditions as may be specifically agreed upon, added and/or amended in writing by the MEMBER DEPARTMENTS.
3. In accordance with its own policies and general orders, each of the MEMBER DEPARTMENTS maintains police officers, personnel and, equipment, which may include canines ("Resources"). Nothing herein shall obligate any of MEMBER DEPARTMENTS to employ or maintain any Resources, nor shall any portion of this Agreement regulate or affect any of MEMBER DEPARTMENT'S procedures regarding same.
4. In the event of an emergency or other event requiring additional Resources, and upon the request of the REQUESTING DEPARTMENT by a supervisor or officer in charge of the REQUESTING DEPARTMENT on duty at the time of the request for mutual aid, the RESPONDING DEPARTMENT(S) will furnish Resources if the on-duty supervisor or officer in charge of the RESPONDING DEPARTMENT(S) is of the opinion that such Resources are available. If the RESPONDING DEPARTMENT(S) agrees to provide mutual aid, personnel of the RESPONDING DEPARTMENT(S) shall report to, and shall work under, the direction and supervision of the REQUESTING DEPARTMENT's on duty supervisor or officer in charge at the time that the mutual aid request is made. Such Resources may be recalled at the sole discretion of the RESPONDING DEPARTMENT(S). As used herein, the term "emergency" shall mean an actual or

potential condition that poses an immediate threat to life or property and exceeds the capability of the REQUESTING DEPARTMENT to counteract successfully.

5. Notwithstanding the provision of Paragraph (4) above, any police officer of the RESPONDING DEPARTMENT(S) who sees an alleged felony or misdemeanor being committed within the jurisdiction of the REQUESTING DEPARTMENT, or who reasonably believes a police officer of the REQUESTING DEPARTMENT is in distress, shall have the authority to apprehend or attempt to apprehend the person or persons allegedly committing said felony or misdemeanor and shall have the authority to render assistance to the police officer in distress, so long as he/she shall use sound discretion and reasonable judgment.
6. In situations where mutual aid is utilized, radio communications should be established wherever possible through the use of a radio communications network which may be mutually available to MEMBER DEPARTMENTS.
7. The execution of this Agreement shall not give rise to any liability, responsibility, or cause of action for breach of contract between the parties for failure to respond to any request for assistance made pursuant to this Agreement against any RESPONDING DEPARTMENT(S) for failing to respond and in favor of the REQUESTING DEPARTMENT.
8. This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.
9. No charge shall be made to the REQUESTING DEPARTMENT for Resources provided by the RESPONDING DEPARTMENT(S) under the provisions of this Agreement.
10. It is agreed that the consideration for this Agreement is derived from the mutual benefit to each of the parties hereto in the availability of increased Resources.
11. There shall be no reimbursement for loss or damage to the Resources while engaged in activity in accordance with this Agreement, nor shall there be any reimbursement for any indemnity award or premium contribution assessed against RESPONDING DEPARTMENT or political subdivision for workmen's compensation benefits arising by reason of injury or death to a member of either police department while engaged in rendering services under this Agreement.
12. It is agreed that police department employees acting under this Agreement, but outside the political subdivision in which he/she is employed, may participate in any pension or indemnity fund established by his/her employer to the same extent as while acting within the employing subdivision, and he/she is entitled to all the rights and benefits of R.C. Chapter 4123 to the same extent as while performing police services within the subdivision in which they are employed.
13. R.C. Chapter 2744, so far as it is applicable to the operation of law enforcement agencies, applies to the political subdivisions and MEMBER DEPARTMENTS hereunder and to their law enforcement agency members when such members are rendering service under this Agreement, but outside of their own political subdivision.
14. It is further agreed between the MEMBER DEPARTMENTS that the individual policies and procedures, including, but not limited to Use of Force and Vehicle Pursuit policies of the MEMBER DEPARTMENTS will control the activities and responses of their respective employees, and MEMBER DEPARTMENTS will not depart from the policies and procedures of their respective departments.
15. The MEMBER DEPARTMENTS are governmental entities/political subdivisions and lack authority to indemnify. The MEMBER DEPARTMENTS agree to be and shall be responsible for their own negligence, actions or omissions, and/or the negligence, actions, or omissions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants resulting from the performance of this Agreement. The MEMBER DEPARTMENTS agree to be individually and solely

responsible for all claims, lawsuits, liability, losses, damages, illnesses, injuries (including death), and/or related expenses that each may incur as a result of their own negligence, actions or omissions and/or the negligence, actions or omissions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants in the performance of this Agreement.

16. Any party to this Agreement may withdraw at any time upon thirty (30) days written notice to each of the remaining MEMBER DEPARTMENTS.
17. In fulfilling any requests pursuant to this Agreement, the MEMBER DEPARTMENTS shall not discriminate against any employee or applicant for employment on the basis of race, religion, national origin, color, creed, gender, sexual orientation, age, Veteran status, or disability, as defined in the Americans with Disabilities Act.
18. The MEMBER DEPARTMENTS agree to comply with all applicable state and federal laws regarding drug-free environment and shall have established and have in place a drug free environment policy. The MEMBER DEPARTMENTS shall make a good faith effort to ensure that all of their respective employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.
19. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Perry County, Ohio.
20. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of the Agreement. All provisions of this Agreement shall be deemed severable.
21. This Agreement (and its Attachments) shall constitute the entire understanding and agreement between the MEMBER DEPARTMENTS, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of all the MEMBER DEPARTMENTS.
22. This agreement shall become effective upon the date of the last signature appearing below.
23. The Parties agree this Agreement may be executed by facsimile or email and in multiple counterparts by the Parties, and the counterparts shall collectively constitute a single, original, document, notwithstanding the fact that the signatures may not appear on the same page. One complete copy of all counterparts shall be maintained by each department.
24. At the request of a MEMBER DEPARTMENT, the Parties to this agreement shall meet to review the terms of this agreement.

In witness hereof, we have executed this agreement on the date appearing after our signatures.

[SIGNATURES ON FOLLOWING PAGE]

**Village of Corning,
Perry County, Ohio**

**Perry County Chiefs of Police
Association** *(only two signatures
required)*

Village Administrator/Mayor
Date: _____

Police Chief
Date: _____

Approved as to form:

Village Solicitor

Association President
Date: _____

First Vice President
Date: _____

Treasurer
Date: _____

**Village of Crooksville,
Perry County, Ohio**

**Perry County Chiefs of Police
Association** *(only two signatures
required)*

Village Administrator/Mayor
Date: _____

Association President
Date: _____

Police Chief
Date: _____

First Vice President
Date: _____

Approved as to form:

Treasurer
Date: _____

Village Solicitor

**Village of Junction City,
Perry County, Ohio**

**Perry County Chiefs of Police
Association** *(only two signatures
required)*

Village Administrator/Mayor
Date: _____

Association President
Date: _____

Police Chief
Date: _____

First Vice President
Date: _____

Approved as to form:

Treasurer
Date: _____

Village Solicitor

**Village of New Lexington,
Perry County, Ohio**

**Perry County Chiefs of Police
Association** *(only two signatures
required)*

Village Administrator/Mayor
Date: _____

Association President
Date: _____

Police Chief
Date: _____

First Vice President
Date: _____

Approved as to form:

Treasurer
Date: _____

Village Solicitor

**Village of New Straitsville,
Perry County, Ohio**

**Perry County Chiefs of Police
Association** *(only two signatures
required)*

Village Administrator/Mayor
Date: _____

Association President
Date: _____

Police Chief
Date: _____

First Vice President
Date: _____

Approved as to form:

Treasurer
Date: _____

Village Solicitor

**Village of Roseville,
Perry County, Ohio**

**Perry County Chiefs of Police
Association** (*only two signatures
required*)

Village Administrator/Mayor
Date: _____

Association President
Date: _____

Police Chief
Date: _____

First Vice President
Date: _____

Approved as to form:

Treasurer
Date: _____

Village Solicitor

**Village of Shawnee,
Perry County, Ohio**

**Perry County Chiefs of Police
Association** *(only two signatures
required)*

Village Administrator/Mayor
Date: _____

Association President
Date: _____

Police Chief
Date: _____

First Vice President
Date: _____

Approved as to form:

Treasurer
Date: _____

Village Solicitor

**Village of Somerset,
Perry County, Ohio**

**Perry County Chiefs of Police
Association** *(only two signatures
required)*

Village Administrator/Mayor
Date: _____

Association President
Date: _____

Police Chief
Date: _____

First Vice President
Date: _____

Approved as to form:

Treasurer
Date: _____

Village Solicitor

**Village of Thornville,
Perry County, Ohio**

**Perry County Chiefs of Police
Association** *(only two signatures
required)*

Village Administrator/Mayor
Date: _____


Association President
Date: _____

Police Chief
Date: _____

First Vice President
Date: _____

Approved as to form:

Treasurer
Date: _____



Village Solicitor