



BUTLER COUNTY EMERGENCY MANAGEMENT AGENCY

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MEMORANDUM

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DIRECTOR

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To: Parties to the Butler County Law Enforcement Mutual Aid Agreement

From: William R. Turner

Date: March 19, 2008

Subject: Law Enforcement Mutual Aid Agreement

Please find enclosed the signed mutual aid agreement from the Butler County Sheriffs Office. Please keep this document for your records.

cc
file

BUTLER COUNTY INTRACOUNTY MUTUAL POLICE AID AGREEMENT

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

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

WHEREAS, Sections 311.07, 311.29, 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, elected officials and governmental units within Butler County, Ohio, including police districts, may become parties to this Agreement by appropriate authorization and execution of a copy hereof by the elected official, or by the respective legislative bodies of said political subdivisions and governmental units, and by depositing a copy with the Butler County Emergency Management Agency, 315 High Street, Hamilton, Ohio. The Butler County Emergency Management Agency 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 this Agreement. The Butler County Emergency Management Agency shall also annually provide the Prosecuting Attorney of Butler County with a current list of all parties to this Agreement.

The parties hereto mutually agree as follows:

1. All parties agree that all calls for assistance pursuant to this Agreement shall be upon the direction of the senior on-duty officer in charge of the law enforcement agency requesting assistance to the senior on-duty officer(s) in charge of the law enforcement agency(s) from which assistance is requested. Such senior on-duty officer shall perform any duties imposed by law upon the Mayor of any municipality, or the President of any Board of Township Trustees, in regards to responding to a request for assistance under the terms of this Agreement.
2. When the senior on-duty officer in charge of any law enforcement agency which is a party to this Agreement calls for assistance, he/she shall state the specific equipment and manpower needed, and shall give explicit directions as to the location where assistance is required.
3. Each party to this Agreement will respond with such police equipment and manpower as is requested by the senior on-duty officer in charge of the law enforcement agency of any other party to this Agreement. However, such response will only be to the extent that, in the judgment of the senior on-duty officer in charge of the law enforcement agency receiving the request, such request would not impede the proper protection of the receiving agency's own territory. In the event that the senior on-duty officer in charge of the law enforcement agency which receives the request determines that all of the equipment and manpower as requested cannot be provided consistent with the proper protection of his/her own territory, said party shall provide as much equipment and manpower as deemed advisable under the circumstances.
4. In any situation in which additional assistance is called pursuant to the terms of this Agreement, the senior on-duty officer in charge of the requesting department shall have full charge and authority

over any responding agency equipment and personnel. No Oath of Office need be administered to responding police officers by the authorities of the requesting jurisdiction when the performance of the officers' duties within such other jurisdiction is pursuant to this Agreement. Such officers shall have the same powers of enforcement and arrest as if acting within their own jurisdictions.

5. The senior on-duty officer in charge of the requesting department shall determine the radio frequency upon which mutual assistance radio communications will be transmitted. Radio communications will be transmitted in clear speech rather than varying departmental radio codes.
6. Notwithstanding the requirement for the approval of the senior on-duty officer as contained herein, the provisions of the Agreement shall also apply to an officer who responds, in accordance with the operating procedures of his/her employing law enforcement agency, to an emergency call for assistance from another officer, outside of the responding officer's jurisdiction.
7. Notwithstanding the provisions of Section 311.07 of the Ohio Revised Code, no charges 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.
8. 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 assistance, for lack of speed in answering such call, for any inadequacy of equipment or negligent operation of equipment, or for any cause whatsoever growing out of use of such police equipment and personnel. Neither shall party which issued such call be liable in any manner for damages, 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.
9. Chapter 2744 of the Ohio Revised Code, so far as it is applicable to the operation of law enforcement agencies, applies to the contracting political subdivisions and government units hereunder and to their law enforcement agency members when such members are rendering service outside of their own political subdivision or governmental unit pursuant to this Agreement.
10. Law enforcement agency members acting outside of the political subdivision or governmental 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 therefore, in any pension or indemnity fund established by their employer to the same extent as while acting within the employing political subdivision or governmental unit. They are entitled to all rights and benefits of Chapter 4123 of the Ohio Revised Code to the same extent as while performing service within their own political subdivision or governmental unit, provided that such members are acting upon authorization of a duly-designated officer or employee of the employing subdivision.
11. This Agreement reflects the most comprehensive countywide system of mutual police aid permitted by Ohio law. It shall be review annually be the Director of the Butler County Emergency Management Agency who may propose revision to the Agreement. Any party to the Agreement may also, from time to time, propose revision to the Agreement. All parties hereto, and the Butler County Chiefs Association, shall be notified of any proposed revision(s) to the Agreement. Revisions must be ratified by all parties to the Agreement, either by the implementation of a new Agreement or by the signing of an addendum to the current Agreement.
12. 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 to the Butler County Emergency Management Agency and the Butler County Prosecuting Attorney.

- 13. This Agreement shall become operative as to the undersigned party when deposited with the Butler County Emergency Management Agency.
- 14. This Agreement may be executed in multiple counterparts.

IN WITNESS THEREOF, Richard K. Jones, as Sheriff, /OR
Name of Signer Title of Elected Official

on behalf of Butler County Sheriff's Office, pursuant to Resolution No. _____,
Name of Political Subdivision or Governmental Unit

adopted on _____ by the legislative body of said political subdivision or governmental unit, has
executed this Agreement on _____.

Richard K. Jones
Name
Sheriff
Title
Butler County Sheriff's Office
Contracting Entity

Received By:

[Signature] 2-11-08
Dir., Butler County Emergency Management Agency Date

[Signature] 3/18/08
Prosecuting Attorney of Butler County Date

Approved as to Form:
[Signature]
Prosecuting Attorney OR Director of Law
Date: 3/18/08