

MUTUAL AID AGREEMENT

This Mutual Aid Agreement (“Agreement”) is entered into this ____ day of _____, 20__ by and between the police departments for the cities of Delaware, Dublin, Powell, and Westerville; the police departments for the villages of Ashley, Ostrander, Shawnee Hills, and Sunbury; the police department for the Delaware County Preservation Parks Authority, and the Board of Trustees of Genoa Township, Delaware County, Ohio (“Board”) on behalf of the Genoa Township Police Department (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 are desirous of obtaining additional police protection for the citizens 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 Sections 311.07, 505.43, 737.04, 1545.131, and 5502.29 of the Revised Code; 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, 2023.
- 2) Upon written agreement of the MEMBER DEPARTMENTS, this Agreement may be renewed for successive One (1) year periods subject to the same terms and conditions provided herein and upon any 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 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 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 on duty supervisor at the time that the mutual aid request is made. Such Resources may be recalled at the sole discretion of the on duty supervisor 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. Notwithstanding the above, if mutual aid is provided, it will only be provided pursuant to the particular policy of the RESPONDING DEPARTMENT(S).
- 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 outside the political subdivision in which they are employed may participate in any pension or indemnity fund established by their employer to the same extent as while acting within the employing subdivision, and they are entitled to all the rights and benefits of Chapter 4123 of the Revised Code to the same extent as while performing police services within the subdivision in which they are employed.
- 13) Chapter 2744 of the Ohio Revised Code, 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 outside of their own political subdivision or governmental unit pursuant to this Agreement.
- 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 be expected to 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 addressed to the Board and each of the Chiefs of Police or other officers in charge of each of the MEMBER DEPARTMENTS.
- 17) All notices which may be required by this Agreement or by operation of any rule of law shall be hand delivered, sent via certified United States Mail, return receipt requested, sent via a nationally recognized and reputable overnight courier, return receipt requested, or via facsimile, to the following individuals at the following addresses and shall be effective on the date received:

CITY OF DELAWARE PD

Fax: _____

CITY OF DUBLIN PD

Fax: _____

CITY OF POWELL PD

Fax: _____

CITY OF WESTERVILLE PD

Fax: _____

VILLAGE OF ASHLEY PD

Fax: _____

VILLAGE OF OSTRANDER PD

Fax: _____

VILLAGE OF SHAWNEE HILLS PD

Fax: _____

VILLAGE OF SUNBURY PD

Fax: _____

GENOA TOWNSHIP PD

Fax: _____

PRESERVATION PARKS OF
DELAWARE COUNTY

Fax: _____

CITY OF COLUMBUS PD

Fax: _____

18) 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.

The MEMBER DEPARTMENTS respectively certify compliance with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

19) 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.

20) 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 Delaware County, Ohio.

21) 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.

22) 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.

- 23) This agreement shall become effective upon the date of the last signature appearing below.
- 24) This agreement may be executed in any number of counterparts, all of which together shall be considered a single document. It shall not be necessary for any counterpart to have more than one original signature. One complete copy of all counterparts shall be maintained by each department.
- 25) At the request of a MEMBER DEPARTMENT, the Parties to this agreement shall meet to review the terms of this agreement.

Although not a signatory to this Agreement, the Sheriff of Delaware County, Ohio acknowledges the existence of this Agreement and concurs with the provisions of same. Furthermore, the Sheriff of Delaware County, Ohio anticipates participation in any requests for mutual aid as either a REQUESTING DEPARTMENT or a RESPONDING DEPARTMENT, as required and/or authorized by applicable provisions of the Ohio Revised Code, including but not limited to the county-wide jurisdiction provided for in R.C. 311.07.

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

(SIGNATURES ON FOLLOWING PAGES)

DELAWARE CITY POLICE
DEPARTMENT

Chief
Date: _____

City Manager
Date: _____

Approved as to form:

Law Director

DUBLIN CITY POLICE
DEPARTMENT

Chief
Date: _____

City Manager
Date: _____

Approved as to form:

Law Director

POWELL CITY POLICE
DEPARTMENT

Chief
Date: _____

City Manager
Date: _____

Approved as to form:

Law Director

WESTERVILLE CITY
POLICE DEPARTMENT

Chief
Date: _____

City Manager
Date: _____

Approved as to form:

Law Director

VILLAGE OF ASHLEY
POLICE DEPARTMENT

Chief
Date: _____

Village Administrator
Date: _____

Approved as to form:

Law Director

VILLAGE OF
OSTRANDER POLICE
DEPARTMENT

Chief
Date: _____

Village Administrator
Date: _____

Approved as to form:

Law Director

VILLAGE OF SHAWNEE HILLS
POLICE DEPARTMENT

Chief
Date: _____

Village Administrator
Date: _____

Approved as to form:

Law Director

VILLAGE OF SUNBURY
POLICE DEPARTMENT

Chief
Date: _____

Village Administrator
Date: _____

Approved as to form:

Law Director

BOARD OF TRUSTEES,
GENOA TOWNSHIP,
DELAWARE COUNTY, OHIO

Karl Gebhardt
Trustee

Date

Connie Goodman
Trustee

Date

Renee Vaughan
Trustee

Date

Approved as to form:

Delaware County Prosecuting Attorney

PRESERVATION PARKS OF
DELAWARE COUNTY

CITY OF COLUMBUS PD

Chief
Date: _____

Chief
Date: _____

Preservation Parks of Delaware County
Executive Director

Title:

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Legal Counsel

Legal Counsel