Ordinance 0-21-2019

MUTUAL AID AGREEMENT
FOR LAW ENFORCEMENT ASSISTENCE WITH ACTIVE SHOOTERS
TUSCARAWAS COUNTY, OHIO

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

WHEREAS, R.C. 737.04 allows the legislative authority of any municipal corporation to enter into contracts among municipal corporations and the county sheriff 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 subdivision; 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 throughout Tuscarawas County; and

WHEREAS, the undersigned parties intend to provide and exchange the full array of police services with any or all other parties without limitation, but generally in accord with the following guidelines;

In consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

I. Cooperative Law Enforcement in Active Shooter Incidents

The Agencies recognize that incidents involving an Active Shooter require the services of additional law enforcement personnel. In such an incident, a request for such additional services will be presumed, and such additional services may be provided by or to any cooperating Agency generally according to the following guidelines:

A. If an Agency reports an active shooter in its jurisdiction, the 911 call center will alert all agencies in the County of a request for assistance in responding.

B. A cooperating Agency will respond to the extent the requested personnel and equipment are not required for the adequate protection of that Agency's jurisdiction. The commander of each cooperating Agency, or his designee,

shall have the sole authority to determine the amount of personnel and equipment, if any, is 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. R.C. Chapter 2744 shall apply to the extent specified in R.C. 737.04 or as otherwise provided by law. Moreover, participation in any indemnity fund established by the employer, and all rights under R.C. Chapter 4123, shall apply to the extent asset forth in R.C. 505.431 and 737.04 or as otherwise provided by law. R.C. Chapter 2743 shall apply as 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, provided, however, that such employees 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. Additionally, unless otherwise provided in this Agreement, each Agency shall be responsible for the negligence or wrong-doing of its employees to the extent provided by law. Unless otherwise specifically provided, nothing in this Agreement shall impose any greater duty or obligation on an employing agency than provided by law, including as to Off-Duty Details.

F. Each cooperating Agency shall be responsible for any costs arising from responding to a call for assistance, unless the requesting Agency is reimbursed for such costs from another source. Further, in the event of loss of or damage to the Agency's equipment or property while providing police assistance services within the jurisdiction of any other cooperating Agency, the assisting Agency shall not seek to hold the assisted Agency accountable but may do so if any other actions of the assisted Agency or its employees caused the loss or damage.

II. Additional Provisions

A. This Agreement shall be in continuous effect for each participating Agency from the date of that Agency's execution of this Agreement. Any Agency may terminate its participation in this Agreement upon sixty (60) days written notice sent to the Tuscarawas County Sheriff. Upon receipt of such notice, the Sheriff will notify the remaining participants or cause them to be notified of such termination.

B. This Agreement is solely intended 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 this 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. This Agreement may be modified or amended only by a written agreement duly executed by the parties or their representatives.

D. This Agreement contains the entire agreement between the parties as to the matters contained. Any oral representations or modifications concerning this Agreement, shall be of no force and effect.

E. This Agreement shall be severable, if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

F. The Tuscarawas County Sheriff's Office shall serve as the depository for this Agreement unless otherwise agreed by the parties in writing or by custom and practice.

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

H. This Agreement may be executed in counterparts.

I. This Agreement supersedes and replaces all prior versions of the Tuscarawas County, Ohio Mutual Aid Agreement for Law Enforcement, which are hereby terminated.

SHERIFF ORVIS CAMPBELL,
TUSCARAWAS COUNTY, OHIO

5 SEPTEMBER 2018
Date

Acknowledgements of cooperating police agencies secured on separate acknowledgment document with originals kept at the Tuscarawas County Sheriff's Office.

ACKNOWLEDGMENT

I hereby acknowledge and, with approval of the legislative authority of my municipality (ordinance attached), agree to the terms and conditions of the MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT ASSISTENCE WITH ACTIVE SHOOTERS, TUSCARAWAS COUNTY, OHIO, signed by the Tuscarawas County Sheriff on September 5, 2018.

CHIEF OF POLICE,
CITY/VILLAGE OF Bolivar,
with approval of legislative authority:

Chief Randall A Hyatt

10/9/18
Date

ORDINANCE NO. O-21-2018

AUTHORIZING THE MAYOR TO ENTER INTO THE MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT ASSISTENCE WITH ACTIVE SHOOTERS TUSCARAWAS COUNTY, OHIO ("MUTUAL AID AGREEMENT") AND DECLARING AN EMERGENCY

WHEREAS, R.C. 737.04, permits contracts, or mutual aid agreements, regarding police services between and among municipal corporations, townships, township police districts, county sheriffs, park districts, port authorities, or contiguous municipal corporations in an adjoining state for the purpose of obtaining police protection or additional police protection, or to allow its police officers to work in multi-jurisdictional drug, gang, or career criminal task forces, 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, the City/Village of Bolivar ("Municipality"), desires to enter into a mutual aid agreement with other government entities as authorized in the foregoing provisions of the Revised Code to provide reciprocal police services, for active shooter situations, including the services of specialized law enforcement teams or task forces, across jurisdictional lines to enhance the capabilities of law enforcement to protect citizens and property throughout Tuscarawas County; and

WHEREAS, members of the Tuscarawas County Law Enforcement Executives association has expressed an interest in collaborating in the context of the proposed Mutual Aid Agreement, (attached as Exhibit A) at its August, 2018 meeting; and

WHEREAS, it is necessary for each signatory to the Mutual Aid Agreement to acknowledge approval of the proposed agreement as attached via action by their municipal governing body;

Therefore, Be It Ordained by Council of the Municipality:

Section 1. The Police Chief is authorized to enter into the Mutual Aid Agreement as reflected in the attachment.

Section 2. The Police Chief is directed to forward a copy of this enabling ordinance and the signed agreement to the Tuscarawas County Sheriff's Office, which serves as the official repository for all signatories to the Agreement.

Section 3. The Municipality finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in open meeting of this Council and any deliberations of this Council and any of its committees that resulted in those formal actions were in meetings to the public, in compliance with all legal requirements.

Section 4. The Ordinance is declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare of the citizens of Tuscarawas County; the reason for the emergency being the immediate need to provide for contract authorization so that the Municipality can continue to receive specialized law enforcement services from other jurisdictions in Tuscarawas County, when necessary, and so that the citizens of Tuscarawas County can be better served and protected. Therefore, this ordinance shall take effect and be in force from and after its passage.

Passed this 1 day of October, 2018.

Rebecca S. Hubble
Mayor

Clerk of Council/Fiscal Officer

Approved as to Form:

Solicitor/Law Director