



ROSS TOWNSHIP RESOLUTION

RESOLUTION NUMBER 2016-016

RESOLUTION ENTERING INTO A LAW ENFORCEMENT MUTUAL AID AGREEMENT WITH THE BUTLER COUNTY METROPARKS DISTRICT TO PROVIDE FOR MORE EFFICIENT POLICE SERVICES AND AUTHORIZING THE TOWNSHIP ADMINISTRATOR TO EXECUTE THE AGREEMENT

WHEREAS, the Park Commissioners of MetroParks of Butler County on behalf of the MetroParks Department of Public Safety & Law Enforcement, ("Park District") has a desire to enter into a Law Enforcement Mutual Aid Agreement with Ross Township; and

WHEREAS, the Board of Township Trustees of Ross, on behalf of the Ross Township Police Department, ("Township") has a similar desire to enter into a Law Enforcement Mutual Aid Agreement with the MetroParks of Butler County; and

WHEREAS, the provisions of said Law Enforcement Mutual Aid Agreement provides for more efficient police services between the two law enforcement agencies.

BE IT RESOLVED, by the Trustees of Ross Township, Butler County, Ohio, as follows:

SECTION 1-A:

That the Board hereby enters into a Law Enforcement Mutual Aid Agreement with the Department of Public Safety & Law Enforcement of MetroParks of Butler County to provide for more efficient police services, pursuant to and substantially in the form of the agreement attached hereto as Exhibit "A", subject to modifications approved by the Township Legal Council on terms not adverse to the Township.

SECTION 1-B:

That the Board of Township Trustees hereby authorizes the Township Administrator to execute the agreement as stated herein.

SECTION 2:

This resolution shall take effect on April 7, 2016 following the filing of this resolution with the Ross Township Fiscal Officer.

SECTION 3:

It is hereby determined that all formal actions of the Board of Trustees relating to the adoption of this Resolution were taken in an open meeting of the Board of Township Trustees and that all deliberations of such Board of Trustees were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

INTRODUCTION AND VOTE RECORD:

Trustee Wurzelbacher introduced the foregoing Resolution and moved its adoption, Trustee Willsey seconded the Motion. The roll being called upon the question of adoption of the Resolution by the Township Fiscal Officer, the vote resulted as follows:

Trustees: Willsey Aye Wurzelbacher Aye Yordy Aye

Adopted at the meeting of the Ross Township Board of Trustees this 7th day of April, 2016.

Raymond Wurzelbacher
Raymond Wurzelbacher, President

Ellen Yordy
Ellen Yordy Vice President

Thomas Willsey
Thomas Willsey, Trustee

AUTHENTICATION

This is to certify that this resolution was duly adopted by the Board of Trustees, and filed with the Ross Township Fiscal Officer, this 7th day of April, 2016.

Judy Huffman
Judy Huffman
Ross Township Fiscal Officer

THE REMAINDER OF THIS PAGE INTENTIONALLY

Law Enforcement Mutual Aid Agreement by and between

**the Board of Park Commissioners of MetroParks of Butler County on behalf of the
MetroParks Department of Public Safety & Law Enforcement**

and

**the Township of Ross on behalf of the
Ross Township Police Department**

This agreement is entered into by and between the Township of Ross, on behalf of the Ross Township Police Department, ("Township"), pursuant to Resolution Number 2016-015, and the Board of Park Commissioners of MetroParks of Butler County on behalf of the MetroParks Department of Public Safety & Law Enforcement, ("Park District"), pursuant to Resolution Number _____ on this 7th day of April, 2016.

WHEREAS, the mutual concerns of the Park District and the Township are to provide for more efficient police services; and

WHEREAS, O.R.C. §505.43 authorizes the legislative authority of any township to enter into contracts with park districts created pursuant to section 1545.01 of the Revised Code for the services of police departments or use of police equipment, or the interchange of the service of police departments or use of police equipment; and

WHEREAS, The Park District was created pursuant to O.R.C. §1545.01 of the Revised Code; and

WHEREAS, O.R.C. §1545.131 authorizes the Board of Park Commissioners to enter into contracts with one or more townships, to allow the use of park district police or law enforcement officers designated under O.R.C. §1545.13 to perform any police function, exercise any police power, or render any police service on behalf of the contracting entity that the entity may perform, exercise, or render.

NOW, THEREFORE, in consideration of the promises and obligations herein, the parties hereby agree as follows:

SECTION 1. AUTHORITY

- a. The parties acknowledge that the Police Officers serving the Township and the Law Enforcement Officers serving Park District are certified, pursuant to O.R.C. §109.77 and are duly authorized by the State of Ohio as Law Enforcement Officers for their specified jurisdictions. Therefore, no oath of office need be administered by the responding officers or by the authorities of the requesting jurisdiction.
- b. Each party has primary jurisdiction to enforce the laws of the State of Ohio within their established boundaries. Township Police Officers will have primary jurisdiction outside the Park District boundaries and Park District Law Enforcement Officers will have primary jurisdiction inside the Park District boundaries.
- c. Whenever the Township's police officers are rendering assistance to the Park District in areas within the boundaries of the Park District, they shall have full police authority commensurate with the authority employed by the Park District's Law Enforcement Officers. Whenever the Park District's Law Enforcement Officers are rendering assistance to the Township in areas within the limits of the Township, they shall have full police authority commensurate with the authority employed by the Township's police officers.

SECTION 2. REQUESTS FOR ASSISTANCE

- a. Emergency Services. In the event of an emergency, as determined by the party requesting assistance, each party agrees to furnish such police services as are requested by the other; provided, however, that such services can be provided in the opinion of Township's Chief of Police or designee or the Park District's Chief of Public Safety & Law Enforcement or designee,

- or the highest ranking on-duty police/law enforcement supervisor of the party from whom the assistance is requested.
- b. Non-emergency services. In a non-emergency situation, the Township may provide police services to the Park District and the Park District may provide police services to the Township as is requested by the other, provided, however, that such services are available to be provided to the Requesting Party. Request for non-emergency police services shall be approved by the Chief of Police or designee, on behalf of the Township and the Chief of Public Safety & Law Enforcement or designee, on behalf of the Park District, or the highest ranking on duty police/law enforcement supervisor of the party from whom the assistance is requested.
 - c. In any situation in which assistance is provided pursuant to this Agreement, the Requesting Party's officer in charge shall have operational control over any equipment and personnel provided by the responding party. Personnel of the responding party may refuse any orders that are illegal, improper or which would violate any rules or policies maintained by the responding party.

SECTION 3. REPORTING. Extraterritorial enforcement action taken by a member of either party shall be reported to the requesting agency. The officer in charge of the requesting agency shall make the final determination as to which agency will take enforcement action against the person suspected of committing a violation of state law or other law.

SECTION 4. COSTS. The parties agree that there shall be no reimbursement for the rendering of police services and there shall be no reimbursement for loss or damage to equipment or other property while engaged in the performance of the services to be provided under this Agreement. No charge shall be made for services rendered pursuant to the terms of this Agreement, it being understood that the mutual promises contained herein serve as adequate consideration.

SECTION 5. LIABILITY. In no case shall any party requesting or rendering assistance under this Agreement be liable in damages to any other party hereto or to contractual obligees for any cause which in any way relates to or arises out of a request for assistance under this Agreement or any response thereto including, but not limited to, failure to answer any police call for assistance, lack of speed in answering any call, any inadequacy of equipment, negligent operation of equipment, the use of police equipment and/or personnel pursuant to this Agreement, or for Workers Compensation premium assessments or awards. Each party shall assume the cost of damage to or loss of its equipment or apparatus while operating under this Agreement and hereby waives the right to seek compensation from the other party or its employees for such damage or loss.

- a. The parties intend for the responding agency and their officers to enjoy the fullest privileges and immunities available to officers of the requesting agency pursuant to Chapter 2744 of the Ohio Revised Code.

SECTION 6. INSURANCE.

- a. For so long as this Agreement is in effect, the parties shall maintain the following insurance: (i) commercial general liability insurance; (ii) law enforcement liability insurance, and; (iii) commercial auto liability insurance for owned, hired and non-owned automobiles. Each such policy shall insure against claims for bodily injury (including death) and property Agreement with each policy having a limit of not less than One Million Dollars (\$1,000,000) per occurrence and include an endorsement naming each other as an additional insured. In addition, each party shall carry umbrella coverage that extends over the above-referenced liability insurance coverage of not less than \$4 million.
- b. In the event that either party to the Agreement is self-insured for bodily injury (including death) and property damage occasioned by the activities conducted under this MOU, that party shall maintain a self-insured reserve or restricted fund up to commercially reasonable limits, but not less than One Million Dollars (\$1,000,000) per occurrence. Promptly upon request, the responding self-insured party shall provide a letter of confirmation with respect to such self-insured or restricted fund reserve. In addition, each self-insured party shall carry umbrella coverage that extends over the self-insured fund, of not less than \$4 million.
- c. Within thirty (30) days of execution of this Agreement, each party shall deliver certificates of the insurance required herein to the other party.

