

**CITY OF HILLSBORO, OHIO
RESOLUTION NO. 23-28**

**A RESOLUTION TO ENTER INTO A MUTUAL AID AGREEMENT FOR POLICE SERVICES
WITH THE VILLAGE OF GREENFIELD AND DECLARING AN EMERGENCY**

WHEREAS, the City finds it beneficial to enter into a Mutual Aid Agreement with the Village of Greenfield, pursuant to R.C. 737.04, to obtain police protection or to obtain additional police protection, or to allow its law enforcement personnel to work in multijurisdictional drug, gang, or career criminal task forces. The purpose of this Agreement is to facilitate an efficient and rapid deployment of police protection services to residents of both jurisdictions through mutual cooperation and understanding; and

WHEREAS, Council desires to enter into a Mutual Aid Agreement with the Village of Greenfield as specified in "Exhibit A", attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HILLSBORO, STATE OF OHIO, WITH 2/3 OF ALL COUNCIL MEMBERS CONCURRING THAT:

SECTION 1: That the Mayor is hereby authorized to enter into a Mutual Aid Agreement with the Village of Greenfield, as attached hereto and incorporated herein as "Exhibit A".

SECTION 2: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3: This Resolution is declared to be an emergency measure, and Council has dispensed of three necessary readings and is essential to the immediate preservation of the public health, safety, and welfare of the residents of the City of Hillsboro, Ohio to immediately address mutual aid services for the City and shall become effective at the earliest date allowed by law.

Passed this 15th day of June, 2023.


Tom Eichinger, Council President

PROTEM

Attest:


Whitney Aliff, Clerk of Council

Approved:


Justin Harsha, Mayor

Date: 6/15/2023

Prepared by the City Law Director.

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AA

**MUTUAL AID AGREEMENT BETWEEN
THE CITY OF HILLSBORO, OHIO AND THE VILLAGE OF GREENFIELD, OHIO**

The City of Hillsboro, Ohio (hereinafter "the City") and the Village of Greenfield, Ohio (hereinafter "the Village") enter into this Mutual Aid Agreement ("Agreement"), pursuant to R.C. 737.04, to obtain police protection or to obtain additional police protection, or to allow its law enforcement personnel to work in multijurisdictional drug, gang, or career criminal task forces. The purpose of this Agreement is to facilitate an efficient and rapid deployment of police protection services to residents of both jurisdictions through mutual cooperation and understanding.

The City and the Village agree upon the following:

I. Relationship of the Parties

- A. The City and the Village respectively acknowledge that each will maintain separate and independent management when not acting pursuant to this Agreement. Each party has full and complete authority and responsibility with respect to managing its organization, operations, and employees when not acting pursuant to this Agreement.
- B. Nothing in this Agreement is intended to create any rights hereunder to third parties or persons.

II. Definitions

- A. "Automatic Mutual Aid" means police resources are dispatched upon notification to a public safety dispatcher that an emergency or potential emergency exists at a specific location. The automatic mutual aid response will be based upon the information relayed through an emergency call to a public safety answering point and entails dispatching the closest most appropriate resource to respond, regardless of the political jurisdiction.
- B. "Requested Mutual Aid" means police resources are dispatched to a location after a scene size-up and actual knowledge of the resources needed by an entity on scene capable of determining the need for additional resources.

III. Each party agrees to provide the other with police protection services, subject to the limitations stated below:

- A. The City and the Village agree to provide Automatic Mutual Aid and Requested Mutual Aid in the geographical boundaries of the other, pursuant to the terms and conditions set forth in this Agreement.
- B. Home rule shall prevail and each party answering calls into the other's boundaries shall be guided by the orders of the commanding officer in the area which the response is made.

- C. This Agreement does not mandate or guarantee that resources by one party will be made available for mutual aid to the other party.
- D. If resources of the providing party are actively engaged within the jurisdictional limits of the requesting party and those resources of the providing party are required within the jurisdictional limits of the providing party, both parties reserve the right to withdraw any and all resources such provided pursuant to this Agreement.

IV. Reimbursement and Costs

- A. There shall be no reimbursement by either party to the other party for the deployment of mutual aid resources to the other party's jurisdiction.
- B. There shall be no reimbursement by either party to the other party for property and/or equipment use, damage, or loss while engaged in activities under this Agreement.

V. Liability

- A. Both parties understand this Agreement does not create any cause of action by one party against the other party for responding to, failing to respond to, or withdrawing resources from an incident when Automatic Mutual Aid is requested, or Requested Mutual Aid is provided.
- B. Neither party shall be liable for the other party's acts or omissions while providing any resources or personnel under this Agreement.

VI. Employees

- A. Course and Scope of Employment: The parties' law enforcement personnel acting pursuant to this Agreement shall:
 - 1. Be regarded as acting in the course and scope of their employment;
 - 2. Be considered as performing services within the territory of their regular employment for the purposes of compensation, pension or indemnity fund rights, workers' compensation, and other rights or benefits to which they may be entitled as incidents of their regular employment;
 - 3. Have the same authority to enforce the law as when acting within the territory of his/her regular employment; and
 - 4. Be entitled to all of the rights and benefits of Ohio's Workers' Compensation laws and the appropriate Employee Retirement fund such as may be applicable to the same extent as when performing services within his/her respective jurisdictions and such benefits as they may be legally entitled.

- B. Law enforcement personnel of the responding party remains officials, officers, employees, agents, representatives, and/or volunteers of their respective political subdivision, including but not limited to, for purposes of tort liability and immunity from tort liability.
- C. No agency, employment, joint venture, or partnership has been created, nor will be interpreted as having been created, between the City and the Village under this Agreement.

VII. Indemnity: Neither party shall indemnify nor hold the other harmless.

VIII. Effective Date, Term, and Review

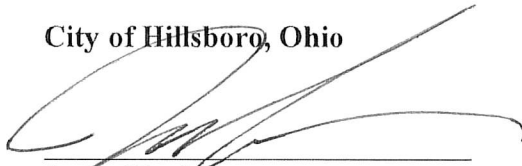
- A. This Agreement shall be effective upon the date of the last signature below.
 - B. The term of this Agreement shall be for a period of three (3) years.
 - C. At least sixty (60) days prior to the expiration of this Agreement, the police chief for each party, or his or her designee, shall enter discussions to review and refine this Agreement, if needed, and to extend the term of this Agreement, if applicable.
 - D. If no action is taken upon the expiration of this Agreement, its terms shall remain in effect until renewed in accordance with this section or until expressly terminated by written notice as stated in Section XI.
- IX. This Agreement revokes and replaces any and all prior mutual aid agreements between the parties.
- X. Termination: Either party may terminate this Agreement for any reason or no reason at all, upon written notice at least sixty (60) days prior to termination.
- XI. Modifications and Amendments: This Agreement may be modified or amended only by a written agreement duly executed by the parties.
- XII. Entirety: This Agreement contains the entire agreement between the parties as to the matters involving mutual aid. Any and all oral representations or modifications concerning this Agreement shall be of no force or effect.
- XIII. Severability: This Agreement shall be severable if any part or parts of the Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction. All remaining provisions shall remain binding and in full force and effect.
- XIV. Immunity: Chapter 2744 of the Ohio Revised Code shall apply to the parties and to the parties' employees in conjunction with any act in furtherance of this Agreement.

XV. Authority: The undersigned individuals below represent that they are duly authorized to execute this Agreement on behalf of the parties.

XVI. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic transmission shall be as effective as delivery of a manually executed counterpart of this Settlement Agreement

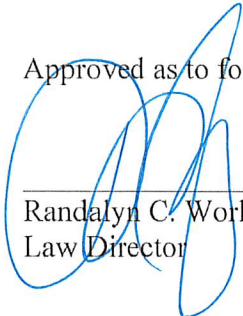
IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

City of Hillsboro, Ohio


Justin Harsha
Mayor


6/15/2023
Date

Approved as to form:


Randalyn C. Worley
Law Director

6/15/2023
Date

Village of Greenfield, Ohio


~~Village Administrator~~ City Manager

6/6/23
Date

Approved as to form:


Village Solicitor

6-5-23
Date