

MUTUAL AID AGREEMENT

This Mutual Aid Agreement (hereinafter referred to as “Agreement”) is entered into this day of January 31, 2026 by and between the police departments for the City of Celina, villages of Rockford, St. Henry, Ft. Recovery, and Coldwater (hereinafter collectively referred to as “Member Departments”)

PURPOSE OF CONTRACT:

The purpose of this Agreement is to state the covenants and 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 in order to protect the public and save lives.

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 Ohio Revised Code §§505.43, 737.04, and 1545.131; 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 “Home Department” or the “Responding Department” as the situation may arise necessitating the mutual aid.

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 from, February 21st 2026 to indefinite.
2. Upon written request of any of the Member Departments, this Agreement may be reviewed or updated upon which any such terms and conditions as may be

specifically agreed upon, added and/or amended in writing by the Member Departments.

3. In the event of an emergency or other event requiring initial and/or additional manpower, the Responding Department(s) will furnish police manpower, canine, and equipment if an officer on duty of the Responding Department(s) is of the opinion that such police manpower and equipment is available. If the Responding Department(s) agree(s) to provide mutual aid, the personnel of the Responding Department(s) shall report to, and shall work under, the direction and supervision of the senior officer of the Home Department on duty at the time that the mutual aid is provided. Such police manpower and equipment may be recalled at the sole discretion of the highest ranking officer on duty 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, serious bodily injury, and/or damage to property, and exceeds the capability of the Home Department to counteract successfully. Notwithstanding the above, if mutual aid is provided, it will be provided pursuant to the particular policy of the Responding Department(s).

4. Notwithstanding the provision of Paragraph 3 above, any police officer of the Responding Department(s) who sees a felony or misdemeanor being committed within the jurisdiction of the Home Department, or who sees a police officer of the Home Department who is in distress, shall have the authority to apprehend or attempt to apprehend the person or persons 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.

5. 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.

6. 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 situation requiring assistance made pursuant to this Agreement against the Responding Department(s) failing to respond and in favor of the Home Department.

7. 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.
8. No charge shall be made to the Home Department for services rendered by the Responding Department(s) under the provisions of this Agreement.
9. It is agreed that the consideration for this Agreement is derived from the mutual benefit to each of the parties hereto in increased police protection.
10. There shall be no reimbursement for loss or damage to the canine or equipment while engaged in activity in accordance with this Agreement, nor shall there be any reimbursement for any indemnity award or premium contribution assessed against the employing police department or political subdivision for Worker'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.
11. 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 Ohio Revised Code to the same extent as while performing police services within the subdivision in which they are employed.
12. 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.
13. It is further agreed between the Member Departments that they shall develop a uniform policy concerning the implementation and execution of this Mutual Aid Agreement and each Member Department shall be required to adopt and abide by the terms of the uniform policy. The Member Departments shall be allowed to amend the said uniform policy only by unanimous written consent among all of the Member Departments.

14. 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.

15. The Member Departments agree to be and shall be responsible for their own insurance coverage even if they are the Responding Department. Unless stated otherwise herein, the Responding Department shall be solely responsible for said department's officer(s) who respond pursuant to this Agreement.

16. Any party to this Agreement may withdraw at any time upon thirty (30) days written notice addressed to 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:

a. Rockford PD – Chief Bryan Stetler, 151 E Columbia St., Rockford, Ohio 45882. Tel: (419) 363-3032. Fax: (419) 363-2395.

b. St. Henry PD – Chief Michael J. Link, 121 West Washington Street, PO Box 410, St. Henry, Ohio 45883. Tel: (419) 678-4141. Fax: 419-678-4798

c. Ft. Recovery PD – Chief Jared Laux, 201 South Main Street, Ft. Recovery, Ohio 45846. Tel: (419) 375-2662. Fax: 419-375-4709

d. Coldwater PD – Chief Kevin Wynn, 303 West Main Street, Coldwater, Ohio 45828. Tel: (419) 678-2356. Fax: (419) 678-8244

e. Celina P.D. – Chief Thomas Wale, 225 North Main Street, Celina, Ohio 45822. Tel: (419) 586-2345. Fax: 419-586-6369

18. In fulfilling the obligations and duties of 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, Vietnam-era Veteran status, or disability, as defined in the Americans with Disabilities Act.

The Member Departments shall ensure that applicants are hired and that employees are treated during employment without regard to any of the listed factors. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

The Member Departments agree to post in conspicuous places, available to employees and applicants for employment, notices stating that the respective Member Department complies with all applicable federal and state non-discrimination laws.

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. 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. This section shall be subject to the exceptions specified under Ohio Revised Code §3719.141.

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 in Mercer 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. The 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 Member Department.

A copy of this agreement will be delivered to the Sheriff of Mercer County, Ohio.

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

SIGNATURES ON THE FOLLOWING PAGES

ROCKFORD POLICE DEPARTMENT

CHIEF BRYAN STETLER

DATE: _____

RON SEARIGHT, MAYOR
APPROVED AS TO FORM:

ROSS FINKE, VILLAGE SOLICITOR

SAINT HENRY POLICE DEPARTMENT

CHIEF MICHAEL J. LINK

DATE: _____

STEVE KOESTERS, MAYOR
APPROVED AS TO FORM:

KARI WHITE, VILLAGE SOLICITOR

COLDWATER POLICE DEPARTMENT

CHIEF KEVIN WYNK

DATE: _____

DOUGLAS BERTKE, MAYOR
APPROVED AS TO FORM:

JUDY KOESTERS, VILLAGE SOLICITOR

FORT RECOVERY POLICE DEPARTMENT

CHIEF JARED LAUX

DATE: _____

DAVE KAUP, MAYOR
APPROVED AS TO FORM:

ERIN ABELS, VILLAGE SOLICITOR

CELINA POLICE DEPARTMENT

CHIEF THOMAS M. WALE

DATE: _____

JEFFREY HAZEL, MAYOR

APPROVED AS TO FORM:

GEORGE MOORE, LAW DIRECTOR