

ORDINANCE NO. 8-21

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH VARIOUS POLITICAL SUBDIVISIONS, ELECTED OFFICIALS, AND LOCAL GOVERNMENTAL UNITS WITHIN MEDINA COUNTY, OHIO, TO CREATE A MUTUAL AID AGREEMENT AMONG THEMSELVES TO PROVIDE FOR ADDITIONAL POLICE PROTECTION AND OTHER LAW ENFORCEMENT SERVICES IN TIMES OF EMERGENCY AND AS SUCH NEED ARISES AND DECLARING AN EMERGENCY

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Spencer, Ohio, three-fourths (3/4) of its members concurring herein as follows:

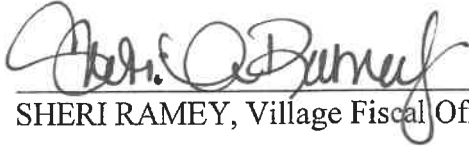
1. That Ohio Revised Code sections 505.43, 505.431, 737.04 and 737.041 specifically authorize political subdivisions and local governmental units to enter into a mutual aid agreement among various political subdivisions, elected officials, and local governmental units within Medina County, Ohio, to provide for mutual assistance and interchange and use of law enforcement personnel and equipment in such times of emergency and at such other times as the need may arise within the respective territories of the parties to the mutual aid agreement.
2. That the Mayor is hereby authorized to enter into an intracounty mutual aid agreement, subject to approval of the Village Solicitor, as set forth in the Medina County, Ohio, Intracounty Mutual Aid Agreement for Law Enforcement attached hereto as "Exhibit A."
3. That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety, and welfare of the Village of Spencer, Ohio, and for the specific reason that it is immediately necessary to enter into the mutual aid contract, and that this Ordinance shall be in full force and effect from and after its passage.

PASSED: July 21, 2021

A handwritten signature in blue ink, appearing to read "Tom Gehring", written over a horizontal line.

TOM GEHRING, Council President
Mayor Pro Tem

ATTEST:

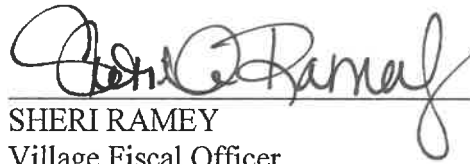
A handwritten signature in black ink, appearing to read "Sheri Ramey", written over a horizontal line.

SHERI RAMEY, Village Fiscal Officer

CERTIFICATE

The undersigned, Sheri Ramey, Spencer Village Fiscal Officer, hereby certifies that the foregoing is a true and exact copy of Ordinance No. 8-21 duly passed by Council for the Village of Spencer, Ohio, on the 21st day of July, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Spencer, Ohio, on this 21st day of July, 2021.



SHERI RAMEY
Village Fiscal Officer

MEDINA COUNTY, OHIO
INTRACOUNTY MUTUAL AID AGREEMENT
FOR LAW ENFORCEMENT

Whereas, various political subdivisions, elected officials and local governmental units within Medina County, OH desire to create a mutual aid agreement among themselves, ("Agreement"), to provide for additional police protection and other law enforcement services in times of emergency and as such need arises; and

Whereas, sections 505.43, 505.431, 737.04 and 737.041 of the Ohio Revised Code specifically authorize political subdivisions and local governmental units to enter into such mutual aid agreements; and

Whereas, said political subdivisions, elected officials and local governmental units wish to contract with each other to provide for mutual assistance and interchange and use of law enforcement personnel and equipment in such times of emergency and at such other times as the need may arise within the respective territories of the undersigned parties;

NOW, THEREFORE, BE IT RESOLVED by and among the undersigned parties that any and or all political subdivisions, elected officials, and governmental units within the geographical boundaries of Medina County, Ohio, including police districts, may become parties to this Agreement by appropriate authorization and execution of a copy of this Agreement by the elected official(s), or by the respective legislative bodies of said political subdivision and governmental units, and by depositing a properly executed copy of same with the Medina County Office of Emergency Management. Referred to hereinafter as the depository agency.

It is further acknowledged and agreed that the depository agency shall send to each new member of this Agreement a copy of each signed agreement and a list of all political subdivisions and governmental units who are active parties to this Agreement.

It is further acknowledged and agreed that the depository agency shall keep an up-to-date listing of all participating members to this agreement and shall deliver a list of all participating members to the office of the Medina County Prosecutor's Office not less than annually on or before the 15 day of January in each year.

The Parties hereto do mutually agree as follows:

1. It shall be the responsibility of the senior ranking, on-duty officer of the requesting law enforcement agency, ("Requesting Officer") or their designee, to request assistance from the senior, on-duty officer of the responding law enforcement agency(s), ("Responding Officers").

EXHIBIT A

2. Such Responding Officers or their designee, shall perform any duties imposed by law upon a Mayor or Safety Director of any municipality, or the President of any Board of Trustees, in regards to responding to a request for assistance under the terms of this Agreement.
3. The Requesting Officer shall state with as much specificity as possible the equipment, manpower and services required and shall provide explicit directions as to the location where assistance is needed.
4. Each member to this agreement shall timely respond with such equipment and manpower as is requested unless, in the discretion of the Responding Officer, such request would impede the responding agency from providing adequate and proper security and protection within its defined geographical boundaries. In such event the Responding Officer shall provide so much of the requested equipment and manpower as possible and shall advise the Requesting Officer of same.
5. The Requesting Officer shall have full authority over the use, and deployment of all manpower and equipment provided by the responding agency during the time of the stated emergency or other time of need. No Oath of Office need be administered to responding officers in order for them to perform the duties as assigned to them by the Requesting Officer. Responding agency officers shall have the same powers of arrest and other law enforcement powers and protections as if acting within their own jurisdictions.
6. The Requesting Officer shall determine and assign the radio frequency to be used by ALL officers responding, and shall so advise them as soon as is practicable. All communication among officers shall be conducted in clear speech rather than varying departmental radio codes.
7. The participating members agree that no charges shall be assessed against the requesting agency for services rendered under the terms of this agreement, it being acknowledged by them that the mutual promises made herein shall serve as adequate consideration.
8. No responding agency shall be liable in damages to any other undersigned party for failure to respond to any police call for assistance, or for lack of speed in their response, or for any inadequacy in equipment or negligent operation thereof, or for any cause whatsoever arising out of their use of manpower and or equipment in response to the requesting agency. Additionally, no requesting agency shall be liable in damages, loss of equipment, or injuries to personnel suffered in response to the request for aid under this agreement.
9. It is agreed that each party to this agreement shall assume the cost of damage to equipment or loss of equipment that may occur to their own equipment during their response to a request for aid under this Agreement.

10. Each undersigned party shall be bound under the provisions of chapter 2744 of the Ohio Revised Code, The Political Subdivision Tort Liability Act, so far as it is applicable to the deployment of law enforcement agencies outside of their own jurisdiction under the terms of this Agreement
11. Law enforcement agency members acting outside of the political subdivision or governmental unit in which they are employed may participate, if the rules of the Board of Trustees of the policemen's pension or indemnity fund provide therefore, in any pension or indemnity fund established by their respective employer to the same extent as while acting within their own jurisdiction boundaries. Officers shall be entitled to all of the same rights and benefits bestowed to them under Chapter 4123 of the Ohio Revised Code to the same extent as while performing the duties within their own jurisdiction, providing that such members are acting upon the authorization of a duly-designated officer or employee of the employing subdivision.
12. This agreement is intended and shall reflect the most comprehensive countywide system of mutual police aid permitted under Ohio law. Any participating member of this Agreement may propose revisions to this Agreement. The Medina County Police Chiefs Association shall conduct an annual review of this agreement to evaluate compliance with current Ohio Law, and all members shall be advised of any proposed amendment and or revision hereto and no revision or amendment shall be effective until same is ratified by the participating members and either a new agreement or an addendum to this existing Agreement is executed by the said members.
13. This Agreement shall remain in effect indefinitely with respect to the undersigned parties. Any member may withdraw from this agreement upon providing notice of their intent not less than three months prior to their withdrawal from active member status.
14. This Agreement shall be effective immediately upon its execution by the participating members and ratification as shall be required by their respective municipality and or political subdivision.
15. This agreement may be executed in multiple counterparts.

IN WITNESS THEREOF, Thomas Gehring, as Council President, Mayor Pro Tem,

on behalf of the Village of Spencer, Ohio, pursuant to Ordinance No. 8-21 adopted on July 21, 2021,

by the legislative body of said political subdivision or governmental unit, has executed this agreement

on July 21, 2021.

Thomas Gehring

Council President, Mayor Pro Tem
Title

Village of Spencer, Ohio
Contracting Entity

Received by:

Office of Emergency Management date

Medina County Prosecutor date