

FAIRFIELD TOWNSHIP
RESOLUTION NO. 22-118

A RESOLUTION TO APPROVE THE BUTLER COUNTY MUTUAL POLICE AID AGREEMENT

WHEREAS: Pursuant to Sections 505.43 and 737.04 of the Ohio Revised Code, political subdivisions and local governments are authorized to enter into mutual police aid agreements; and

WHEREAS: The Board desires to enter into the Butler County Mutual Police Aid Agreement which is attached hereto and incorporated herein by reference as it will benefit the health, safety and welfare of the residents of Fairfield Township and Butler County.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Fairfield Township, Butler County, Ohio, as follows;

- SECTION 1.** That the Board hereby approves the Butler County Mutual Police Aid Agreement and authorizes its execution.
- SECTION 2.** The Trustees of Fairfield Township upon majority vote do hereby dispense with any requirements that this resolution be read on two separate days, and hereby authorize adoption of this resolution upon its first reading.
- SECTION 3.** This resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.
- SECTION 4.** That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
- SECTION 5.** This Resolution shall take effect on the earliest date allowed by law.

Adopted: September 13, 2022

Board of Trustees

Shannon Hartkemeyer: _____

Michael Berding: _____

Joe McAbee: _____

Vote of Trustees

yes

yes

yes

AUTHENTICATION

This is to certify that this is a resolution which was duly passed and filed with the Fairfield Township Fiscal Officer this 13th day of September, 2022.

ATTEST:

Shelly Schultz

Shelly Schultz, Fairfield Township Fiscal Officer

APPROVED AS TO FORM:

L. E. Barbieri

Lawrence E. Barbieri, Township Law Director

**BUTLER COUNTY
MUTUAL POLICE AID AGREEMENT**

WHEREAS, certain political subdivisions, elected officials and local governmental units within Butler County, Ohio acknowledge that law enforcement personnel, in the course of their statutorily required duties, often travel outside their jurisdiction in fulfillment of such duties; and

WHEREAS, said political subdivisions and local governmental units wish to contract with each other to ensure that when law enforcement personnel from a jurisdiction participating in this agreement is on duty outside of their jurisdiction or responding to a call for assistance outside their jurisdiction said law enforcement personnel have the authority to undertake any tasks, conduct, service or functions required by that law enforcement personnel's professional obligation; and

WHEREAS, Sections 311.07, 2935.03(A) of the Ohio Revised Code provide the Butler County Sheriff with jurisdiction to enforce the law throughout Butler County; and

WHEREAS, Sections 505.43 and 737.04 of the Ohio Revised Code specifically authorize political subdivisions and local governmental units to enter into mutual police aid agreements;

NOW, THEREFORE, BE IT RESOLVED by and among the parties hereto that any number of political subdivisions, elected officials and governmental units within Butler County, Ohio, including police districts, may become parties to this Agreement by appropriate authorization and execution of a copy hereof by the elected official, or by the respective legislative bodies of said political subdivisions and governmental units, and by depositing a copy with the Butler County Sheriff's Office, 705 Hanover Street, Hamilton, Ohio 45011. The Butler County Sheriff's Office shall immediately send to each new party to this Agreement a copy of each signed Agreement and a list indicating the names of the political subdivisions and governmental units which have executed the Agreement.

The parties hereto mutually agree as follows:

1. Each party to this Agreement agrees that, when an on-duty law enforcement officer from an agency which is a party to this Agreement observes a crime in progress outside said officer's jurisdiction, but in the jurisdiction of another party to this Agreement, the officer may make arrests according to law and take such measures as necessary to preserve the crime scene. The arresting officer shall notify the agency in whose jurisdiction the crime was committed as soon as reasonably possible after the officer makes the arrest and, when practical, will relinquish control of arrested parties, evidence and the crime scene. The agency having jurisdiction where the crime was committed will handle all applicable reports, bookings and follow up as necessary to effectively investigate and prosecute the arrest, unless otherwise agreed upon by all involved parties. Furthermore, it is also understood that in some circumstances the ability to formally request assistance may not be practical. Therefore, it is agreed upon that an on duty law enforcement officer may, without a formal request for assistance, respond to a felony crime in progress or to render aid to any law enforcement agency or officer in an emergency situation.


2. The provisions of this agreement shall also apply to any officer who responds, while on duty, in accordance with the operating procedure of his/her employing law enforcement agency, to an emergency call for assistance from another department or officer, outside of the responding officer's jurisdiction.
3. In any situation in which additional assistance is called for pursuant to the terms of this Agreement, the senior on-duty officer in charge of the requesting department shall have full charge and authority over any responding agency equipment and personnel. No Oath of Office need be administered to responding police officers by the authorities of the requesting jurisdiction when the performance of the officers' duties within such other jurisdiction are pursuant to this Agreement. Such officers shall have the same powers of enforcement and arrest as if acting within their own jurisdictions.
4. In no case shall the party herein called upon or present at the time a crime occurs be liable in damages to any other party hereto, or contractual obligees, for failure to answer any police call for assistance, for lack of speed in answering such call, for any inadequacy of equipment or negligent operation of equipment, or for any cause whatsoever growing out of use of such police equipment and personnel. Neither shall the party which issued such call be liable in any manner for damages, loss of equipment or personnel, or personal injuries suffered by the party answering such call. Each party shall assume the cost of damage or loss of equipment or apparatus that it may incur while in the other party's municipality or territory, or while responding to a call pursuant to the terms of this Agreement.
5. Chapter 2744 of the Ohio Revised Code, so far as it is applicable to the operation of law enforcement agencies, applies to the contracting political subdivisions and government units hereunder and to their law enforcement agency members when such members are rendering service outside of their own political subdivision or governmental unit pursuant to this Agreement.
6. 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 therefor, in any pension or indemnity fund established by their employer to the same extent as while acting within the employing political subdivision or governmental unit. They are entitled to all rights and benefits of Chapter 4123 of the Ohio Revised Code to the same extent as while performing service within their own political subdivision or governmental unit, provided that such members are acting upon authorization of a duly-designated officer or employee of the employing subdivision.
7. The parties agree that no charges shall be made to any party hereto for services rendered pursuant to the terms of this Agreement, it being understood that the mutual promises contained herein serve as adequate consideration.
8. The parties agree that all pension, disability, death benefits, worker's compensation, and other benefits enjoyed by law officers through their respective agencies shall extend to the services those officers perform outside their respective political subdivision to the

same extent as while acting within the boundaries of their own political subdivision and shall be the sole responsibility of the officer's law enforcement agency and political subdivision

9. This Agreement shall remain in effect indefinitely with respect to each party hereto. Any party may withdraw from the Agreement upon the giving of at least three months written notice of its intention to withdraw to each current party.
10. This Agreement shall become operative as to the undersigned party when deposited with the Butler County Sheriff's Office.
11. This Agreement may be executed in multiple counterparts.

IN WITNESS THEREOF, _____ Date: _____
Sheriff Rickard K. Jones
Butler County Sheriff's Office

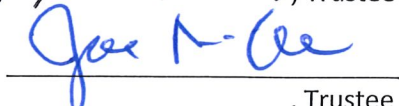
IN WITNESS THEREOF and pursuant to Resolution No. 22-118 adopted on 9/13/22 by
the Board of Trustees Fairfield Township, Butler County, Ohio


Trustee

Date 9/13/22


Trustee

Date 9/13/22


Trustee

Date _____