

**Resolution 2009-13**

**Resolution No.: 2009-13**

**Approved: April 13, 2009**

**A RESOLUTION TO APPROVE MUTUAL AID AGREEMENT**

WHEREAS it is in the public's interest that the law enforcement agencies in the County work together; and,

WHEREAS at times the West Lafayette Police Department is in need of assistance from the Coshocton County Sheriffs Department and the Coshocton County Sheriffs Department is in need of assistance from the West Lafayette Police Department.

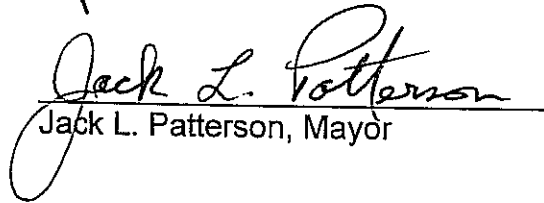
NOW THEREFORE BE IT RESOLVED,

SECTION I. The attached mutual aid agreement is approved by council.

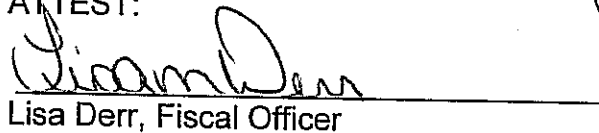
SECTION II. The Mayor and Chief of Police be and hereby are directed and authorized to sign said agreement.

Said resolution shall be in full force and effect upon signing by the Mayor and posting by the Village Clerk – Fiscal Officer.

PASSED IN COUNCIL THIS 13 day of April, 2009.

  
Jack L. Patterson, Mayor

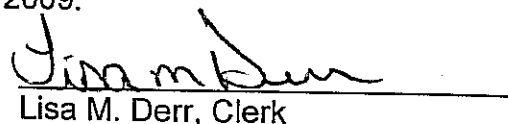
ATTEST:

  
Lisa Derr, Fiscal Officer

APPROVED AS TO FORM:

  
William M. Owens, Solicitor for the Village of West Lafayette, Ohio

I, Lisa Derr, hereby certify that the above resolution has been posted as required by law this 14<sup>th</sup> day of April, 2009.

  
Lisa M. Derr, Clerk

**MUTUAL AID COMPACT**

THIS AGREEMENT, entered into among the following Police Agencies and their political subdivisions, which sign and deposit the Agreement pursuant to Ohio Revised Code Section 737.04:

West Lafayette Police Department  
Coshocton County Sheriff's Department

**WITNESSETH**

WHEREAS, the political subdivisions which are parties to this Agreement are desirous of obtaining additional police protection and/or services for the citizens within their respective jurisdictions by making the most efficient use possible of the police manpower of other political subdivisions:

NOW, THEREFORE, BE IT AGREED among the parties hereto as follows:

- (1) Each political subdivision, which is a party to this Agreement shall furnish, upon request of a person so empowered to make such request by the Police Department or political subdivision which is a party to this Compact, such police manpower as is requested to the extent that such manpower is available.
- (2) Law enforcement officers acting pursuant to this Compact outside the territory of their regular jurisdiction have the same authority to enforce the State law as when acting within the territory of their regular jurisdiction.
- (3) The senior officer from the requesting agency who is on the scene from the requesting agency shall assume any and all responsibility for implementing the terms and conditions of this Compact.
- (4) Additional Officers requested pursuant to the Compact shall be

utilized only for the time during which the need exists after which time their services will be terminated by the person so empowered by the requesting agency.

- (5) The execution of this Agreement by any political subdivision does not give rise to any liability or responsibility for failure to respond to any request for assistance pursuant to this Agreement.
- (6) No salary reimbursement, overtime pay or other compensation shall be required of any political subdivision or requesting agency who is a party to this Compact and who requests manpower or services from other political subdivisions or agencies under the provisions of this Compact.
- (7) There shall be no reimbursement by a requesting agency who is a party to this Compact for loss or damage to the equipment of a responding agency which acts in accordance with the terms of this Compact. There shall be no reimbursement for any indemnity award or premium contribution assessed against the employing subdivision of a responding agency for Workmen's Compensation benefits arising by reason of injury and death to a member of the police department or its political subdivision.
- (8) This Agreement shall be in effect for a period of one (1) year from the date it is approved by each police agency and its respective political division and shall automatically be renewed for successive periods of one (1) year as to all parties executing the same. However, any party may withdraw by giving notice of ins intention to withdraw by certified

mail to the Coshocton County Prosecuting Attorney and to all other police agencies who are parties to this Agreement.

- (9) This Agreement may be executed in any number of counterparts all of which together shall be considered a single instrument. It shall not be necessary for any counterpart to be signed by more than one party. All counterparts shall be filed with the Office of the Coshocton County Prosecuting Attorney which shall be the official depository for this Agreement along with an instrument executed by each Police Agency stating who is empowered to initiate and/or terminate requests for assistance for that agency. The Office of the Coshocton County Prosecuting Attorney shall send to each party of this Agreement a certificate showing the names of the political subdivisions which have executed this Agreement and a list of the persons, by agency, empowered to initiate and/or terminate requests for assistance.

This Agreement shall become operative as to the parties which have signed it at the time of its signing authorized by each subdivision's legislative authority.

Village of West Lafayette, Ohio

By

Jack L. Patterson  
Mayor

Village of West Lafayette Police Department

By

Tony B. Martin  
Chief

Village Solicitor

BY

William M. Owens  
William M. Owens

County of Coshocton, Ohio

BY

Daniel Bryant  
Commissioner

BY

Wayne Fisher

BY

D Curtis Lee

Coshocton County Sheriff

BY

Timothy L. Rogers  
Timothy L. Rogers

Coshocton County Prosecuting Attorney

BY

Robert J. Batchelor  
Robert J. Batchelor

Mary Beil  
John Beil