

*Village of Crooksville*

**RESOLUTION No. 2018-7**

**RESOLUTION AUTHORIZING A MUTUAL AID AGREEMENT  
WITH THE VILLAGE OF ROSEVILLE, FOR POLICE PROTECTION  
FOR THE YEAR 2018 AND DECLARING AN EMERGENCY**

**Whereas**, the Village of Crooksville is a political subdivision of the State of Ohio and is duly organized and existing pursuant to the Constitution and the laws of the State of Ohio;

**Whereas**, pursuant to Ohio Revised Code § 737.04, the governing body of the Village of Crooksville ("Council") is authorized to enter into contracts with one or more municipal corporations, upon any terms that are agreed upon, for services of police departments or for the interchange of services of police departments, in order to obtain police protection or additional police protection or to allow its officers to work in multijurisdictional task forces;

**Whereas**, the Council hereby finds and determines that the execution of a Mutual Aid Agreement with the Village of Roseville for obtaining from Roseville additional police protection, providing for Roseville additional police protection, and to allow Crooksville's police officers to work in multijurisdictional task forces for the benefit of Roseville and/or Crooksville is appropriate and necessary to the functions and operations of the Village of Crooksville, and its Police Department.

**NOW THEREFORE**, a majority of the members of the Village of Crooksville, Perry County, Ohio, concurring therein, **BE IT, THEREFORE, RESOLVED**:

§ 1. The Village Mayor and the Village Chief of Police (each an authorized representative) acting on behalf of the Village of Crooksville, are hereby authorized to negotiate, enter into, execute and deliver a Mutual Aid Agreement in substantially the form set forth in the document presently before the Council, which document is attached hereto and incorporated herein by reference, and is available for public inspection at the office of the Village of Crooksville. Each authorized representative acting on behalf of the Village is hereby authorized to negotiate, enter into, execute and deliver such other documents relating to the Mutual Aid Agreement as the authorized representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Mutual Aid Agreement are hereby authorized.

§2. The effective period of this Mutual Aid Agreement shall be January 1, 2018, through December 31, 2018. The Village of Crooksville's obligations under the Mutual Aid Agreement shall be subject to annual renewal by the Council, as set forth in the Agreement.

§3. Emergency Clause: This resolution is hereby declared an emergency measure necessary for the immediate preservation of the peace, health, safety and welfare of the Village of


Crooksville and the members thereof, and for the efficient and timely continuation of the mutual aid services to which the Villages of Crooksville and Roseville are accustomed and which are necessary to the safety of the respective Villages' inhabitants. Therefore, this Resolution shall go into immediate effect upon its passage.

1<sup>st</sup> Reading: Waived on 3/4 Vote ;  
2<sup>nd</sup> Reading: Waived on 3/4 Vote ;  
3<sup>rd</sup> Reading: January 2, 2018 .


Passed: January 2, 2018 .

  
\_\_\_\_\_  
Fred Redfern, Mayor

ATTESTED:

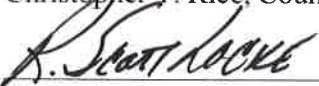
  
\_\_\_\_\_  
Brittany Ross, Fiscal Officer


APPROVED:

  
\_\_\_\_\_  
John A. Loomis, Councilman

  
\_\_\_\_\_  
Billie Smith, Councilwoman

  
\_\_\_\_\_  
Christopher T. Rice, Councilman

  
\_\_\_\_\_  
R. Scott Locke, Councilman

  
\_\_\_\_\_  
Bill Dennis, Councilman

  
\_\_\_\_\_  
Bill Hampton, Councilman

**Posting Certification**

This ordinance was posted at the five prescribed locations within the Village of Crooksville, Ohio, on the 25<sup>th</sup> day of January, 2018.

Brittany Ross  
Brittany Ross, Fiscal Officer

0

0

0

**Mutual Aid Agreement Between**  
**The Village of Crooksville, Ohio and The Village Roseville, Ohio**  
**For The Provision of Police Protection Services**

This agreement is entered into by and between the Village of Crooksville, Ohio, an Ohio Municipal Corporation, hereinafter "Crooksville," and the Village of Roseville, Ohio, an Ohio Municipal Corporation, hereinafter "Roseville."

**WHEREAS**, Crooksville desires to enter into agreement with Roseville for the purpose of obtaining from Roseville additional police protection, providing for Roseville additional police protection, and to allow Crooksville's police officers to work in multijurisdictional task forces for the benefit of Roseville and/or Crooksville, pursuant to section 737.04 of the Ohio Revised Code; and

**WHEREAS**, Roseville desires to enter into agreement with Crooksville for the purpose of obtaining from Crooksville additional police protection, providing for Crooksville additional police protection, and to allow Roseville's police officers to work in multijurisdictional task forces for the benefit of Crooksville and/or Roseville, pursuant to section 737.04 of the Ohio Revised Code.

**NOW THEREFORE**, for valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Mutual Aid for Law Enforcement Purposes:

- a. Crooksville shall supply to Roseville police protection services, at Roseville's request and subject to Crooksville's availability, when there is a need for Roseville police backup, when additional police protection is necessary or convenient to Roseville, when no regularly scheduled patrol officer is on duty for the Village of Roseville, and for purposes of working in multijurisdictional task forces. Police protection services shall consist of, but not be limited to: patrol service; response to police calls within Roseville; enforcement of the Ohio Basic Code Traffic Code, Ohio Revised Code, and/or other local ordinances (but only when explicitly necessary, due to serious traffic infraction calls, however, radar enforcement will not be part of the implied enforcement duties integrated in and incorporated into this agreement); performance of crime scene investigation; attendance at court hearings; meetings with prosecutors; and any other police protection services incident to the foregoing, including but not limited to the writing of criminal and traffic citations into the Roseville Mayor's or Municipal Court or, as appropriate, the Perry or Muskingum County Court or Perry or Muskingum County Common Pleas Court. The Roseville Police Chief shall have exclusive control of Crooksville personnel when such officers are operating under the auspice of the Village of Roseville and acting within the Village of Roseville.
- b. Roseville shall supply to Crooksville police protection services, at Crooksville's request and subject to Roseville's availability, when there is a need for

Crooksville police backup, when additional police protection is necessary or convenient to Crooksville, when no regularly scheduled patrol officer is on duty for the Village of Crooksville, and for purposes of working in multijurisdictional task forces. Police protection services shall consist of, but not be limited to: patrol service; response to police calls within Crooksville; enforcement of the Ohio Basic Code, Ohio Revised Code, and/or other local ordinances; performance of crime scene investigation; attendance at court hearings; meetings with prosecutors; and any other police protection services incident to the foregoing, including but not limited to the writing of criminal and traffic citations into the Crooksville Mayor's or Municipal Court or, as appropriate, the Perry County Court or Perry County Common Pleas Court. The Crooksville Police Chief shall have exclusive control of Roseville personnel when such officers are operating under the auspice of the Village of Crooksville and acting within the Village of Crooksville.

2. Tort Liability: Pursuant to Ohio Revised Code § 737.04, Chapter 2744 R.C., insofar as it applies to the operation of police departments, shall apply to Crooksville and to Roseville and the their respective police department members when the police department members are rendering service outside their own Village pursuant to this Agreement.
3. Worker's Compensation:
  - a. Pursuant to Ohio Revised Code § 737.04, Crooksville Police Department members acting in Roseville pursuant to this Agreement shall be entitled to participate in any indemnity fund established by Crooksville to the same extent as while acting within Roseville. Crooksville Police Department members shall be entitled to all the rights and benefits of Chapter 4123 R.C., to the same extent as while performing service within Crooksville.
  - b. Pursuant to Ohio Revised Code § 737.04, Roseville Police Department members acting in Crooksville pursuant to this Agreement shall be entitled to participate in any indemnity fund established by Roseville to the same extent as while acting within Crooksville. Roseville Police Department members shall be entitled to all the rights and benefits of Chapter 4123 R.C., to the same extent as while performing service within Roseville.
4. Insurance Coverage:
  - a. Crooksville Police Department members shall continue, while providing police protection services to Roseville, to be covered under the umbrella of Crooksville's liability insurance, covering any malfeasance, misfeasance, nonfeasance or other insured claims that may arise from a member's provision of police protection services to and in Roseville in accordance with this Agreement.

b. Roseville Police Department members shall continue, while providing police protection services to Crooksville, to be covered under the umbrella of Roseville's liability insurance, covering any malfeasance, misfeasance, nonfeasance or other insured claims that may arise from a member's provision of police protection services to and in Crooksville in accordance with this Agreement.

5. Wage Compensation:

a. Crooksville is responsible for wage compensation for Crooksville Police Department members, whether working within Crooksville or pursuant to this Agreement, working within Roseville.

b. Roseville is responsible for wage compensation for Roseville Police Department members, whether working within Roseville or pursuant to this Agreement, working within Crooksville.

6. Term and Termination of Agreement:

a. Unless otherwise terminated by either party pursuant to the provision below, this Agreement shall have effect for a period of one (1) year, commencing for this Agreement's effective period, January 1, 2018, through December 31, 2018, and thereafter may be renewed for successive one (1) year periods indefinitely.

b. Either Crooksville or Roseville may terminate this agreement at any time by providing thirty (30) days advance written notice to the other party.

7. This instrument contains the entire agreement of both Crooksville and Roseville, and no other statement either written or oral, is a part of this Agreement. This Agreement may only be amended by a written instrument duly adopted in open meeting and that is signed by the Village of Crooksville and the Village of Roseville stating that it is an amendment to this agreement. The tenants of this agreement shall be governed by the laws of state of Ohio.

In WITNESS WHEREOF, the parties have set their hands to duplicate Copies hereof on the 2<sup>nd</sup> day of January, 2018.

**Village of Crooksville**

By: Fred Redfern  
Fred Redfern, Mayor

By: Rodney H. Walters  
Rodney H. Walters, Chief

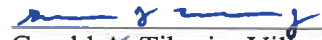
**Village of Roseville**

By: Dave Carroll  
Dave Carroll, Mayor

By: Joey Carr  
Joey Carr, Chief

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jan Baughman, Village Solicitor

  
\_\_\_\_\_  
Gerald A. Tiberio, Village Solicitor  
J.  
GT