

**A RESOLUTION AUTHORIZING THE MAYOR AND CHIEF OF POLICE TO ENTER INTO AN UPDATED MEMBERSHIP AND PARTICIPATION AGREEMENT WITH METRO SWAT**

WHEREAS, the Village's Police Department has been a member of Metro SWAT since 2004, and

WHEREAS, Metro SWAT has requested that its member agencies sign an updated Membership and Participation Agreement; and

WHEREAS, the Village desires to continue participating as a member agency of Metro SWAT; and

WHEREAS, the Mayor and Police Chief have recommended that Council authorize execution of the updated Membership and Participation Agreement with METRO SWAT.

NOW, THEREFORE BE IT RESOLVED by the Council of the Village of Richfield, County of Summit, State of Ohio that:

SECTION 1. That the Mayor and Chief of Police are hereby authorized and directed to enter into an updated Membership and Participation Agreement with Metro SWAT substantially in accordance with the draft Agreement attached hereto and expressly incorporated herein as Exhibit "A".

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution shall take effect and be in force from and after the earliest period allowed by law.


PASSED: 12-15-21

  
\_\_\_\_\_  
President of Council

  
\_\_\_\_\_  
Mayor

Dated: 12/15/2021

ATTEST:

  
\_\_\_\_\_  
Clerk of Council

15-21-21

## Membership and Participation Agreement

This agreement entered into between any police agency and "Metro SWAT."

Definition of Metro SWAT: A team of specially trained police officers from participating political subdivisions which will respond to any incident where special weapons or tactics are needed to contain an incident or rescue people that have been taken hostage.

WHEREAS, the political subdivision which is a party to this agreement is desirous of obtaining additional police protection for the citizens of the several political subdivisions by making the most efficient use possible of Metro SWAT pursuant to Section 505.43 and 737.041 of the Ohio Revised Code.

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

1. Each participating political subdivision agrees to furnish to any other participating subdivision such police manpower and/or equipment as is requested. The participating agency of which a request for assistance has been made will respond to the extent that such manpower is available, always bearing in mind that their first concern must be with the safety and security of their home jurisdiction.
2. The execution of this agreement by any political subdivision shall not give rise to any liability or responsibility for failure to respond to any request for assistance made in pursuance of this agreement.
3. No charge shall be made to any political subdivision entering into this contract for services rendered by any other political subdivision under the provisions of this agreement.
4. There shall be no reimbursement for loss or damage to equipment, nor shall there be any reimbursement for any indemnity award or premium contribution assessed against the employing subdivision for Worker's Compensation benefits arising by reason of injury or death to a member of the police department of said political subdivision while engaged in rendering services under this agreement.
5. Each party to this agreement agrees to hold harmless each other party of this agreement in the event of liability for bodily injury including wrongful death and/or property damage, caused by negligence or intentional acts of any of the parties, their agents, assigns, officers, employees, or any other persons acting on their behalf as a result of requesting aid or responding to such a request made pursuant to the provisions of this agreement.
6. That this agreement shall remain in effect even if any participating agency should, at a later date decide to drop out, giving a 60 day prior written notice indicating its intention to terminate same. The written notice shall be addressed to the Chairman of the Executive Board, and the 60-day notice shall begin with receipt by the Chairman.
7. Any political subdivision and/or political subdivision in Summit or Portage counties may be added to this agreement by signing the addendum and meeting the requirements of Metro SWAT membership agreement, along with legislation approved by the political subdivision, and be accepted by the Metro SWAT Board of Directors.

8. Every participating political subdivision shall have a resolution passed by either a council or township trustee authorizing them to enter into this agreement. The proper authority within the political subdivision must sign the agreement.
9. The procedure for requesting aid shall be in accordance with the following:
  - a) That any requests for assistance must be made by the highest ranking officer on duty at the time of the need for special weapons and tactics to contain an incident or rescue people that have been taken hostage.
  - b) The highest ranking on duty officer of the assisting agency(s) will have the authority to authorize his agency's team members to report to the requesting agency's call for assistance.
  - c) Those officers responding to the jurisdiction requesting assistance shall report to the police department for briefing and assignment by the ranking officer of Metro SWAT.
  - d) The highest-ranking on-duty officer of the jurisdiction requesting assistance from Metro SWAT unit will be the officer in charge. The team commander will be in charge of the team unit and will derive his authority and responsibilities from the officer in charge.
10. Whenever requested, in compliance with the above listed guidelines, Metro SWAT may respond to any member jurisdiction or any jurisdiction, within Summit or Portage Counties, served by SWAT Teams requesting mutual aid assistance pursuant to the "SWAT TEAMS OF SUMMIT COUNTY MEMORANDUM OF UNDERSTANDING" attached to this Membership and Participation Agreement.

IN WITNESS WHEREOF, the parties have executed on this agreement or the attached addendum.

By: \_\_\_\_\_  
 Printed Name / Position - Chief

By: \_\_\_\_\_  
 Signature

For: \_\_\_\_\_  
 Municipality/Township/Village/County

By: \_\_\_\_\_  
 Printed Name / Position-- Safety Director/Trustee/Mayor/Council President

By: \_\_\_\_\_  
 Signature

For: \_\_\_\_\_  
 Municipality/Township/Village/County

By: \_\_\_\_\_  
 Signature of Metro SWAT President/Administrator