

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A POLICE MUTUAL AID AGREEMENT WITH THE VILLAGE OF PENINSULA, AND DECLARING AN EMERGENCY

WHEREAS, the Village desires to enter into a Police Mutual Aid Agreement with the Village of Peninsula (“Peninsula”) in order to address the declared state of emergency as a result of the COVID-19 crisis; and

WHEREAS, the intended purpose of this Agreement is to improve police law enforcement services for the citizens of the Village and Peninsula by making the most efficient possible use of the equipment and manpower of the respective police departments; and

WHEREAS, this Council determines that the Village and its citizens will benefit from this agreement as a result of the expanded emergency response through increased police protection during the declared state of emergency.

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


SECTION 1. That the Mayor be, and hereby is, authorized and directed to enter into a Police Mutual Aid Agreement with Peninsula, substantially in the form of the agreement attached hereto as Exhibit “A” and incorporated herein fully as if by reference. The Mayor is further given authority to add or remove jurisdictions to the attached agreement as may be mutually agreed in the future.

SECTION 2. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is immediately necessary in order for the Police Department of the Village of Richfield to provide mutual assistance to other communities or to be able to request mutual assistance as a result of the declared state of emergency for the COVID-19 crisis; wherefore, provided this Ordinance receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effective immediately upon its passage and execution by the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 3-31-2020



President of Council



Mayor

Dated: 3/31/2020

ATTEST:



Clerk of Council

31-2020

Police Mutual Aid Agreement

Between

The Village of Richfield

And

The Village of Peninsula

This Agreement is made this 31 day of March, 2020 by and between the Village of Richfield ("Richfield") and the Village of Peninsula ("Peninsula"), political subdivisions located in Summit County, Ohio, for the mutual benefit of Richfield and Peninsula (collectively the "Parties").

RECITALS

WHEREAS, Richfield and Peninsula seek to enter into a law enforcement mutual aid agreement that addresses a declared state of emergency involving the communities of both Parties. The Parties desire to obtain for their citizens expanded emergency response through increased police protection during this declared state of emergency, as well as other circumstances which may develop in the future; and

WHEREAS, the intended purpose of this Agreement is to improve police law enforcement services for the citizens of the Communities by making the most efficient possible use of the equipment and manpower of the Communities' respective police departments; and

WHEREAS, the Parties realize that emergency situations demand immediate response and the Parties believe it is in their best interest to enter into the mutual aid agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:


1. Each party to this Agreement agrees to respond, upon request of the police chief, his/her designee, or Mayor of any party to this Agreement, for such police manpower or equipment as necessary to respond to police emergency calls throughout the entire geographical area of the communities involved herein. Upon receipt of a request for assistance from one Party, the other Party, in their sole discretion, shall determine what can be reasonably spared at the time of the request without placing their own community in jeopardy.
2. The execution of this Agreement by any party to this Agreement shall not give rise to any liability or responsibility for failure to provide said manpower and/or equipment to the other Community.

3. No charges shall be made by either Richfield or Peninsula for services rendered by one to the other under the provisions of this Agreement.
4. Each party to this Agreement shall assume the expense of loss or damage to its own equipment that may occur while in the other party's territorial limits or while rendering assistance to the other party and nor shall there be any reimbursement for any indemnity and/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 by engaging in rendering services under this Agreement.
5. Neither Richfield nor Peninsula is obligated, under this Agreement, to indemnify or hold harmless the other for any damages awarded by a court of competent jurisdiction in any civil action arising from any action or omission of any officer acting under this Agreement. Neither party shall be or be deemed to be acting as an agent for the other. Nothing in this Agreement is intended to and shall not be construed to constitute a waiver of either party's defenses, including immunity.
6. That this Agreement shall remain in effect until such time as one party gives any of the other parties a thirty-day (30) written notice indicating its intention to terminate the same.

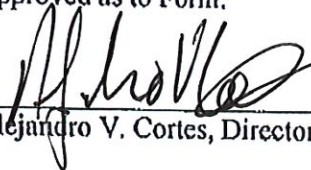
IN WITNESS WHEREOF, the parties have executed this Agreement on the 2 day of APRIL, 2020.

IN THE PRESENCE OF:

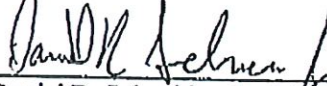
VILLAGE OF RICHFIELD


 Michael Wheeler, Mayor and Director of Public Safety

Approved as to Form:


 Alejandro V. Cortes, Director of Law

VILLAGE OF PENINSULA


 Daniel R. Schneider, Jr., Mayor

Approved as to Form:


 Bradric T. Bryan, Solicitor

