

ORDINANCE NO. 74 -2008

Offered by All of Council

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A POLICE MUTUAL AID AGREEMENT WITH OTHER POLITICAL SUBDIVISIONS AND DECLARING AN EMERGENCY

BE IT ORDAINED by the Council of the Village of Richfield, Summit County, State of Ohio:

SECTION 1. That the Mayor be, and hereby is, authorized and directed to enter into a Police Mutual Aid Agreement with various political subdivisions, 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 in the event of crash investigations; 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: 1/20/09

Rick Phillips
President of Council

Michael J. ...
Mayor

Dated: 1/20/09

ATTEST:
Carolyn E. Sullivan
Clerk of Council

MUTUAL AID AGREEMENT

THIS AGREEMENT, made and entered into on the _____ day of _____, 2008 by and between the CITY OF TALLMADGE ("Tallmadge"), acting pursuant to Ordinance No. 59-2008, and those political subdivisions within the State of Ohio, and County of Summit which are signatories to a Mutual Aid Agreement dated on or about February 27, 2007 for the creation of a Summit County Crash Response Team.

WITNESSETH:

WHEREAS, the City of Tallmadge, and the following members of the current Summit County Crash Response Team, to-wit: City of Akron, City of Fairlawn, Township of Bath, Village of Silver Lake, City of Stow, City of Norton, Village of Richfield, City of Hudson, Village of Munroe Falls, Peninsula, Township of Copley, Village of Boston Heights, City of Twinsburg, Summit Metro Parks and the Summit County Sheriff's Office ("Members") maintain separate police departments pursuant to the Ohio Constitution and the laws of the State of Ohio; and

WHEREAS, Tallmadge and Members desire to provide for mutual assistance and interchange and use of their police personnel and equipment in emergency or other situations where one department needs and requests the assistance of the other;

WHEREAS, Tallmadge and Members, pursuant to Ohio Revised Code Sections 505.43 and 737.04 are empowered to provide such mutual assistance by means of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree:

Section 1. The parties will provide mutual aid assistance and interchange and use of their police personnel and equipment in emergency or other situations where one department needs and requests the assistance of the other. The parties will cooperate with one another in training when possible and reasonable.

Section 2. When an officer of one party calls for assistance pursuant to Section 1 of this Agreement, that officer shall state as specific as possible, the personnel and equipment needed and shall provide explicit directions as to the location where assistance is needed.

Section 3. It is further mutually agreed that no charge shall be made for this service by any party. Each party shall be responsible for all wages and benefits and travel costs it incurs in response to this Agreement including but not limited to court appearances. All overtime work must have the prior approval of the parties involved. Overtime shall be based on actual hours worked. If either party is reimbursed for any of said costs from

third party funding sources, it shall pay said reimbursement to the other party. In no case shall the party herein called upon or rendering such service be liable in damages to any other party, and the party which issued such call shall not be liable in any manner or event for damages or loss of equipment or personnel or bodily injuries suffered by the party answering such call. Each party assumes the cost of damage or loss of equipment or apparatus or injuries that it may incur while in the other party's territory while responding to a call pursuant to this Agreement.

Section 4. At any call to which assistance is requested, pursuant to this Agreement, the senior officer of the requesting party present and in charge of the department of such party shall have full charge of and authority over any assisting personnel and equipment responding to such call.

Section 5. The necessity and availability of personnel and equipment requested shall be subject to priority of use of the responding party within its own territorial limits and the discretion as to what personnel and equipment are necessary or available to the responding party for use, which discretion shall be solely with the officer on duty in charge of the responding party's police department.

In the event police personnel and equipment are actively engaged within the territorial limits of the requesting party and are required in their home area, the right is reserved to withdraw any and all such personnel and equipment for servicing their home area. Such a necessary withdrawal, however, shall only be effected upon due consideration for the safety of those present. At all such times, reasonable judgment and sound discretion will be exercised considering any present dangers that may affect others who are present or remaining after such necessary withdrawal of personnel and equipment by any party hereto.

Section 6. All parties agree to provide copies of all police reports requested by the party who received assistance.

Section 7. All parties agree to fully cooperate with the other to effectuate the terms and conditions of this Agreement.

Section 8. This Agreement shall not be amended or assigned without the prior express approval of all parties.

Section 9. Chapter 2744 of the Revised Code applies to all police protection services rendered by Tallmadge and Members, or their police personnel and equipment when rendering services pursuant to this Agreement. All defenses and immunities available to the parties at law or by statute shall apply to services rendered under this Agreement and the provisions of this Agreement shall not inure to the benefit of any third parties.

Section 10. All personnel of the responding party, while responding to a call of a requesting party, shall be acting within the scope of their employment with the

responding party while en route to, en route from and while acting within the territory of the requesting party.

Section 11. Police department members who are rendering emergency assistance to other departments shall be entitled to all the rights and benefits of the Workers' Compensation Act and the police pension or indemnity fund, as such may be applicable through the officer's primary employer, to the same extent as when performing services within their respective territories and within their respective scope of employment.

Section 12. This Agreement shall be effective immediately on the date first written above and shall continue for a period of three (3) years with an option to extend for an addition three (3) years upon mutual agreement of the parties or until terminated by any party upon giving thirty (30) days' written notice to the other of its intention to terminate.

IN WITNESS WHEREOF, said parties hereby have caused this Agreement to be executed.

Signed and acknowledged:

CITY OF AKRON

CITY OF FAIRLAWN

TOWNSHIP OF BATH

VILLAGE OF SILVER LAKE

CITY OF STOW

Clayton Sturber

Karen Fritschel

CITY OF NORTON

VILLAGE OF RICHFIELD

Rich Meyer

CITY OF HUDSON

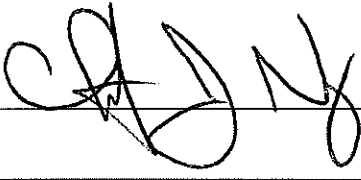
Elizabeth Sheeter
Mary L. Moser

Anthony J. Bales
Anthony J. Bales, City Manager

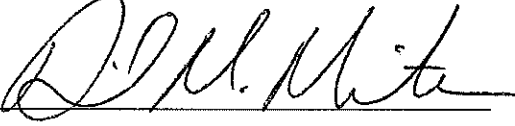
VILLAGE OF BOSTON HEIGHTS

Mayor Bill Goney
Selector Mike Cassidy /ms.

John A. V. III



CITY OF TWINSBURG



SUMMIT COUNTY SHERIFF'S OFFICE

VILLAGE OF MUNROE FALLS

PENINSULA

TOWNSHIP OF COPLEY

SUMMIT METRO PARKS

CITY OF TALLMADGE

Approved as to legal form and correctness:

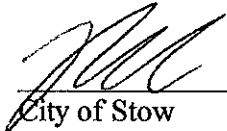
City of Akron Date

City of Tallmadge Date

City of Fairlawn Date

Township of Bath Date

Village of Silver Lake Date



City of Stow Date 6-24-08


Approved as to legal form and correctness:

Village of Munroe Falls Date

Peninsula Date

City of Norton Date

Village of Richfield Date

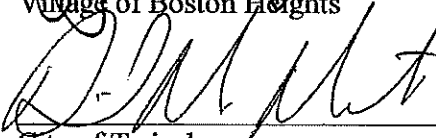
 9-16-08

City of Hudson Date

Anthony J. Bales, City Manager

 9/4/08

Village of Boston Heights Date

 9/12/08

City of Twinsburg Date

Summit County Sheriff's Office Date

Township of Copley Date

Summit Metro Parks Date