

Resolution No. _____

Passed _____, 20____

RESOLUTION 37 - 11

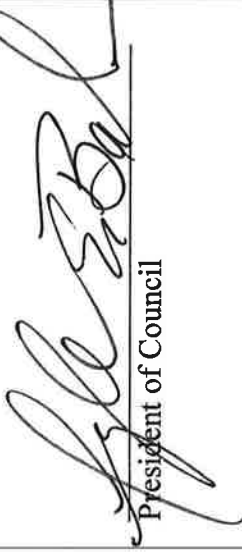
A RESOLUTION AUTHORIZING THE DIRECTOR OF SAFETY AND SERVICE TO ENTER INTO A CONTRACT AND/OR CONTRACTS WITH THE UNIVERSITY OF AKRON FOR POLICE MUTUAL AID.

BE IT RESOLVED, by the council of the City of Orrville, Ohio:

Section 1: That the Director of Safety and Service is hereby authorized to enter into a contract and/or contracts with the University of Akron for Police Mutual Aid in substantially the form attached hereto as "Exhibit A."

Section 2: That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed this 21st day of November 2011.


President of Council

Attest:


Clerk of Council

Approved:


Mayor

Date 11/21/11

MUTUAL AID AGREEMENT

THIS AGREEMENT, made and entered into as of the ____ day of _____, 2011, by and between the City of Orrville, Ohio, hereinafter called the "CITY", acting pursuant to Resolution No. _____ passed _____, 2011, and the University of Akron, hereinafter called the "UNIVERSITY", acting pursuant to a resolution passed by its Board of Trustees on _____.

WITNESSETH:

WHEREAS, the CITY and the UNIVERSITY maintain separate police departments pursuant to Section 3 and 7 of Article XVIII of the Ohio Constitution and Ohio Revised Code Section 3345.04 respectively; and,

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

WHEREAS, the CITY, by virtue of Article XVIII of the Ohio Constitution, and the UNIVERSITY, by virtue of Ohio Revised Code Section 3345.041, are empowered to provide such mutual assistance by means of this Agreement.

NOW, THEREFORE, in consideration of the promises and obligations which are hereinafter set forth, the parties hereto agree as follows:

1. Unless actively engaged in effecting an arrest or related duties, or in an emergency, or when ordered by a superior officer not to render aid, each police officer employed by either of the parties hereto shall render assistance to the police officers employed by the other party whenever such assistance is requested

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by officers or a dispatcher. When the UNIVERSITY's on-duty police officers are rendering assistance to the CITY within the Corporation limits of the City of Orrville, they shall have full police authority commensurate with the authority enjoyed by the CITY's police officers to detain and/or arrest persons committing all misdemeanor and felony crimes and/or to issue minor misdemeanor citations for appropriate violations.

NOTWITHSTANDING the provisions of the paragraph above, a UNIVERSITY police officer who sees a crime being committed within the territory of the other political subdivision which is a party to this Agreement, or who sees a CITY police officer who is in distress, shall have the authority to apprehend or attempt to apprehend the person or persons committing said crime and shall have the authority to go to the assistance of such police officer in distress, as long as he shall use sound discretion and reasonable judgment.

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

3. In the event police facilities are actively engaged within the territorial limits to the requesting party and such responding facilities are required in the home area, the right is reserved to withdraw any and all of such police personnel and equipment for servicing the home area. Such a necessary withdrawal, however, shall only be effected upon due consideration for the safety of those present. At all such times, there will be the exercise of reasonable judgment and sound discretion considering any present dangers that may affect others who are present or remaining after such necessary withdrawal. It is agreed that no liability shall arise in any event for failure to respond to a police emergency from a requesting party or for necessary withdrawal of police facilities by either hereto.

4. A reasonable charge, as mutually agreed upon by the parties, may be made or levied for the services furnished in non-emergency situations by either party pursuant to Agreement; however, it is agreed that there shall be no charge back to

the CITY for any expenses incurred by the UNIVERSITY for services of CITY police hired by the UNIVERSITY for such functions as concerts, special meetings, and/or other like events, or other overtime specifically requested by UNIVERSITY requiring extra personnel. Each party shall assume the expense of loss or damage to equipment or apparatus that may occur while in the requesting party's territorial limits or while responding to a call pursuant to this Agreement. The CITY will not indemnify and hold harmless the UNIVERSITY for any damages awarded by the Court of Claims in any civil action arising from any action or omission of any UNIVERSITY law enforcement officer acting pursuant to the Agreement.

5. All personnel of the responding party, while responding to a call of a requesting party, shall be acting within the scope of their employment by the responding party while en route to, en route from, and while acting within the territory of the requesting party.
6. On any occasion when additional assistance is called, pursuant to the terms of this contract, the senior police officer of the City shall have full charge of and authority over any assisting equipment and personnel responding pursuant to such a call if the incident is occurring within the municipal corporation limits of the CITY, otherwise the senior police 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 equipment and personnel responding pursuant to such a call.
7. Police officers who are rendering emergency assistance to the other department shall be entitled to all the rights and benefits of the Workers' Compensation Act and the police pension fund, as such may be applicable through the officer's primary employer, to the same extent as when performing service within their perspective territories and within their respective scope of employment.
8. To the extent permitted by law, neither of the parties hereto shall be liable for any damages to the other party for failure to answer, or neglect in answering any call for additional police protection or for inadequacy, negligent operation of equipment and apparatus, or for any cause whatsoever growing out of such use of said equipment and apparatus or lack of performance of duties by police department members.
9. (A) Chapter 2743 of the Ohio Revised Code shall apply to law enforcement officers of the UNIVERSITY serving outside the UNIVERSITY pursuant

to this Agreement. UNIVERSITY law enforcement officers acting outside the UNIVERSITY pursuant to this Agreement shall be entitled to participate in any indemnity fund established to the same extent as while acting within the UNIVERSITY. Such officers shall be entitled to all rights and benefits set forth in Sections 4123.01 to 4123.94 of the Ohio Revised Code. Further, UNIVERSITY law enforcement officers shall also retain their personal immunity from civil liability as set forth in Section 9.86 of the Ohio Revised Code.

- (B) The CITY shall not be subject to civil liability under Chapter 2744 of the Ohio Revised code as a result of any action or omission of any UNIVERSITY law enforcement officer acting pursuant to this Agreement.
 - (C) This item of the Agreement has been written in order to clarify and incorporate Section 3345.041(B) of the Ohio Revised Code.
10. Any power granted by this Agreement to UNIVERSITY law enforcement officers shall be applicable during periods when such officers are within the scope of official duty on behalf of the UNIVERSITY. Such powers shall not apply when UNIVERSITY law enforcement officers are off-duty but within the jurisdictional limits of the CITY.
 11. In the event of a felony crime being committed upon the UNIVERSITY property situated within the corporate limits of the CITY, the CITY and UNIVERSITY law enforcement agencies shall conduct a joint and cooperative investigation of said felony crime.
 12. UNIVERSITY law enforcement officers shall have primary responsibility to investigate all misdemeanor crimes committed upon UNIVERSITY property. During those times that UNIVERSITY personnel are not available or on-duty, CITY law enforcement officers shall complete the necessary reports and forms and forward said reports and forms to the UNIVERSITY for all necessary action.
 13. This Agreement shall be in effect until December 31, 2014. Either party can cancel said Agreement with thirty (30) days written notice to the other party.
 14. The following shall be used as a further guideline to the services that the City law enforcement officers shall offer and provide to the UNIVERSITY.

LETTER OF UNDERSTANDING

This letter of understanding is meant to act as a guideline and an outline as to the services that the City of Orrville Police Department will provide to the University of Akron, Wayne College, and its uniformed officers.

The City of Orrville Police Department will not provide the following type of services to the University of Akron, Wayne College, its students, and/or personnel:

1. Personal escorts to vehicles.
2. Battery jumps or starts.
3. Emergency gasoline supplies for vehicles.
4. Routine and/or extra security at college events — the University will need to submit a request for extra personnel and be responsible for these extra expenses itself.
5. Parking enforcement on college property except handicap parking.

The City of Orrville Police Department will provide the following types of services to the University of Akron, Wayne College, its students, and/or personnel which are routinely offered to all citizens, businesses, and organizations of the community, if the UNIVERSITY wishes to avail themselves to the services:

1. Money escorts to a financial institution.
2. Lock job — lock outs of motor vehicles that do not have electric locks whenever UNIVERSITY officers are not on-duty or available.
3. Completion of motor vehicle accident reports for accidents that occur on UNIVERSITY property within the corporation limits whenever UNIVERSITY police are not on-duty or available.
4. Completion of misdemeanor criminal reports when UNIVERSITY police are not on-duty or available. Said reports shall be forwarded to UNIVERSITY police for investigation and final disposition.
5. Routine patrol upon UNIVERSITY property within the corporation limits of the City and the enforcement of appropriate laws including but not limited to open

6. containers, underage consumption of alcohol, trespassing, littering, disorderly conduct, etc., regardless of whether UNIVERSITY police are on-duty or available. Emergency response to all calls that occur within the corporation limits of the City.
7. Full investigation of all felony crimes occurring within the corporation limits of the CITY through a cooperative and joint effort between the City of Orrville Police Department and the University of Akron Police Department.
8. Access to LEADS information which will be limited and restricted to University law enforcement officers only.
9. Access to the City of Orrville jail facilities for the purpose of temporary holding and booking of prisoners until their release. Under no circumstances, however, will persons arrested by UNIVERSITY law enforcement officers be held overnight in the CITY facilities. UNIVERSITY law enforcement officers will be permitted to use the CITY jail facilities only for those persons who will be released on their own recognizance. In any event, UNIVERSITY personnel must be present within the CITY police facilities until the person is released.

The UNIVERSITY will provide to the CITY a listing of personnel to contact after normal business hours when UNIVERSITY law enforcement officers are not on-duty, in the event of an emergency at the UNIVERSITY or any other circumstances that may require immediate attention by UNIVERSITY personnel.

THE UNIVERSITY OF AKRON

CITY OF ORRVILLE, OHIO

By: _____

By: _____

Typed Name: _____

Typed Name: Steven M. Wheeler

Title: _____

Title: Safety-Service Director