

**AN RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO  
ENTER INTO A POLICE MUTUAL AID AGREEMENT WITH BATH  
TOWNSHIP AND DECLARING AN EMERGENCY**

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

WHEREAS, the purpose of the Police Mutual Aid Agreement is to improve police law enforcement services for the citizens of the Village and other communities by making the most efficient possible use of the equipment and manpower of the respective police departments during the declared state of emergency involving the COVID-19 crisis; 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 Bath Township 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: \_\_\_\_\_

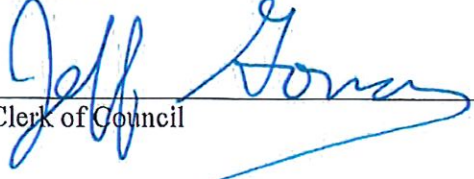
3-23-2020


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

  
\_\_\_\_\_  
Mayor

Dated: 3/23/2020

ATTEST:

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

  
**Police Mutual Aid Agreement**  
**Bath Township and the Village of Richfield**

This Agreement is made this 23 day of March, 2020 by and between Bath Township (hereinafter "Bath"), and the Village of Richfield (hereinafter "Richfield"), political subdivisions located in Summit County, Ohio, for the mutual benefit of Bath Township, and the Village of Richfield (collectively the "Communities"), jointly and severally and in accordance with R.C. 505.431 and 737.041.

WHEREAS, Bath and Richfield seek to enter into a law enforcement mutual aid agreement to address a declared state of emergency involving the entities that share common geographical boundaries. 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. The intended purpose of this Agreement is to improve police law enforcement services for the citizens of the several political subdivisions by making the most efficient possible use of the equipment and manpower of the political subdivision's police departments, and

WHEREAS, each political subdivision realizes that emergency situations demand immediate response.

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

1. Each political subdivision which is a party to this Agreement agrees to respond, upon request of the police chief, his/her designee, Board of Trustees, Township Administrator or Mayor of any party, for such police manpower as necessary to respond to police emergency calls throughout the entire political subdivision of the Communities herein.
2. The execution of this Agreement by any political subdivision shall not give rise to any liability or responsibility for failure to provide said manpower and/or equipment.
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 same during emergency conditions.
4. That there will be no reimbursement for loss or damage to equipment while engaged in activity in accordance with this Agreement 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. Each party to this Agreement agrees to hold harmless each other party to this Agreement in the event of liability for bodily injury, including wrongful death and/or property damage caused by the negligence of any of the parties, their agents, assigns, officers, employees and any other persons acting on their behalf as a result of responding to such a request made pursuant to the provisions of this Agreement.
6. That this Agreement shall remain in effect until such time as one party gives any of the other parties a sixty- day (60) written notice indicating its intention to terminate the same.

IN WITNESS WHEREOF, the parties have executed this Agreement on the  
\_\_\_\_\_ day of March, 2020.

IN THE PRESENCE OF:

**Bath Township Trustees**

\_\_\_\_\_

James Nelson, Trustee President

\_\_\_\_\_

Elaina Goodrich, Trustee

\_\_\_\_\_

Becky Corbett, Trustee

Approved:

\_\_\_\_\_

Robert Konstand, Legal Counsel

Village of Richfield

A handwritten signature in blue ink that reads "Michael Wheeler". The signature is written in a cursive style and is positioned above a horizontal line.

Michael Wheeler, Mayor

---

~~Mike Lyens, Council President~~

**BATH TOWNSHIP BOARD OF TRUSTEES**

BE IT HEREBY KNOWN BY ALL THOSE PRESENT THAT ON THE \_\_\_\_\_ DAY OF APRIL, 2020 THE BATH TOWNSHIP BOARD OF TRUSTEES MET IN REGULAR SESSION, COMMENCING AT 7:00 P.M. IN THE BATH TOWNSHIP TRUSTEES MEETING ROOM, 3864 WEST BATH ROAD, BATH TOWNSHIP, SUMMIT COUNTY, STATE OF OHIO.

\_\_\_\_\_ presented the following Resolution and moved its adoption.

**Resolution 2020-XXXX**  
**Police Mutual Aid Between Bath and Richfield**

Whereas, Ohio Revised Code (O.R.C.) 505.431 was enacted to allow township police officers to provide police protection to other political subdivisions within its mandates, and

Whereas, the Township of Bath seeks to exercise the authority granted under O.R.C. 505.431,

NOW THEREFORE BE IT RESOLVED, that the following authority be granted as specified hereinafter to allow township police officers to provide police protection to other political subdivisions in accordance with O.R.C. 505.431

- I. The Chief of Bath Police Department, any Township Trustee, a police Sergeant, or Officer In Charge (OIC) is authorized to order an officer or officers, employee or employees of the Bath Township Police Department, to provide police protection to any county, township, or municipal corporation of this state.
- II. No township police officer or employee shall provide police protection to any county, township, or municipal corporation unless he or she:

Resolution seconded by \_\_\_\_\_ for discussion. The Fiscal Officer called the roll:

Mrs. Goodrich,  
Mr. Nelson,  
Mrs. Corbett,

Resolution Adopted

\_\_\_\_\_  
Sharon A. Troike  
Fiscal Officer

\_\_\_\_\_  
James Nelson, President  
Bath Township Board of Trustees

Date: \_\_\_\_\_

\_\_\_\_\_  
Elaina Goodrich, Trustee  
Bath Township Board of Trustees

\_\_\_\_\_  
Becky Corbett, Trustee  
Bath Township Board of Trustees