

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

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:

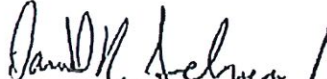
VILLAGE OF RICHFIELD


 Michael Wheeler, Mayor and Director of Public Safety

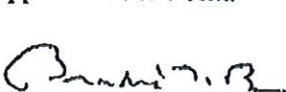
Approved as to Form:


 Alejandro V. Cortes, Director of Law

VILLAGE OF PENINSULA


 Daniel R. Schneider, Jr., Mayor

Approved as to Form:


 Bradric T. Bryan, Solicitor

