

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO THE MOBILE FIELD FORCE MULTI-JURISDICTION OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT, AND DECLARING AN EMERGENCY.**

WHEREAS, the Mobile Field Force Multi-Jurisdictional Operational Assistance Mutual Aid Agreement would authorize the Village's Mobile Field Force Unit to cooperate and assist other law enforcement agencies located within Summit County in order to respond to major spontaneous incidents, special events, or law enforcement emergency situations; and

WHEREAS, the Chief of Police has recommended to Council that the Village enter into the MFU Agreement.

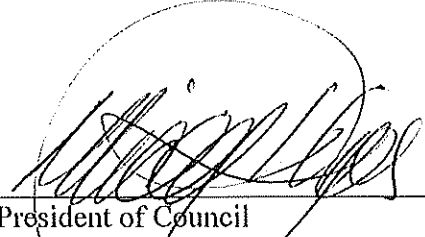
NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Richfield, County of Summit, State of Ohio that:

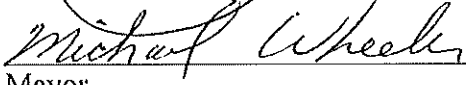
SECTION 1. The Mayor is authorized and directed to enter into the Mobile Field Force Multi-Jurisdictional Operational Assistance Mutual Aid Agreement with various law enforcement agencies located in Summit County substantially in accordance with the Agreement attached hereto as Exhibit "A" and incorporated by reference herein.


SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare and for the further reason that it is immediately necessary to implement the MFU Agreement at the earliest possible time; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect 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: 12-15-2020

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

  
\_\_\_\_\_  
Mayor

ATTEST:  
  
\_\_\_\_\_  
Clerk of Council

Dated: 12/15/2020

# **EXHIBIT A – RESOLUTION 103-2020**

## **MOBILE FIELD FORCE**

### **MULTI-JURISDICTION OPERATIONAL ASSISTANCE**

#### **MUTUAL AID AGREEMENT:**

WHEREAS, the undersigned Law Enforcement Agencies have determined that as separate governmental units with duties and responsibilities for the protection of their communities and the enforcement of criminal laws, they can make a more efficient use of their powers and resources by providing a higher quality of law enforcement services to the public through the coordination of existing governmental units to other jurisdictions; and

WHEREAS, the undersigned Law Enforcement Agencies each have their own Mobile Field Force units and will maintain those separate units, but will provide their Mobile Field Force units ("MFF") and staff for operational assistance across jurisdictional lines within Summit County, Ohio; and

WHEREAS, the undersigned Law Enforcement Agencies have the authority under the Ohio Revised Code Sections 505.43, 737.04 and 3345.041 to enter into this operational assistance agreement for law enforcement cooperation and assistance that crosses jurisdictional lines within Summit County, Ohio.

NOW THEREFORE, the parties agree as follows:

Each of the undersigned Law Enforcement Agencies approves, authorizes and enters into this Multi-Jurisdiction Operational Assistance Mutual Aid Agreement ("Agreement") to implement within the jurisdictional and other limits as otherwise provided in this Agreement the Mobile Field Force Unit ("Unit") for the purposes and goals indicated.

The following Law Enforcement Agencies may become parties (collectively, the "Parties" or "Agencies" or individually a "Party" or "Agency") to this Agreement:

The Township of Bath Police Department  
The City of Fairlawn Police Department  
The City of Cuyahoga Falls Police Department  
The Township of Copley Police Department  
The Village of Richfield Police Department

The City of Hudson Police Department  
The University of Akron Police Department  
The City of Barberton Police Department  
The City of Stow Police Department  
The City of Tallmadge Police Department  
The Summit County Sheriff's Department  
The City Akron Police Department  
The City of Munroe Falls Police Department

Additional parties may enter into this Agreement at a later date as evidenced by their signing of this Agreement.

Any Party may cancel its participation in this Agreement upon delivery of written notice of cancellation to the other Parties.

UNIT PURPOSE AND ASSISTANCE TO BE RENDERED:

The purpose of this Agreement is declared to be the coordination of the Agencies' law enforcement officers to the respective Unit, as independent Mobile Field Force Units. Each Agency shall undertake a strategic assessment of their operational capabilities to respond to major spontaneous incidents, special events, or other law enforcement emergency situations necessitating assistance outside of the jurisdiction of that agency. It is the intent of the Parties to agree upon common training and support functions in accordance with each agency's policy and procedures. In order to provide for operational assistance, each of the Agencies hereby approves and enters into this Agreement whereby each of the Agencies may request and render law enforcement assistance, including and providing their Unit and law enforcement officers to the other Agencies during major spontaneous incidents, special events, or other law enforcement emergency situations necessitating assistance that is reasonably necessary to ensure the safety of persons or property within Summit County, Ohio or as otherwise provided in this Agreement.

The Parties to this Agreement may contribute law enforcement officers and resources in support of the Unit's efforts, with the operations of the Unit being coordinated by each Agency, the field force team Commander, and representatives of participating Unit Agencies.

## PROCEDURE FOR REQUESTING AND AUTHORIZING OPERATIONAL ASSISTANCE

Execution of this Agreement and continued participation by two or more Agencies shall constitute a general reciprocal, right to request, and right to provide operational assistance between the Agencies that are currently parties to this Agreement as follows:

1) A request for operational assistance shall be made by the incident commander of the requesting Agency, or his/her designee.

2) A responding Agency may provide operational assistance, only to the extent that such law enforcement officers and equipment are not required for the adequate protection of the responding Agency's jurisdiction. The Chief of Police of the responding Agency, or his/her designee, shall have the sole authority to determine the amount of law enforcement officers and equipment, if any, available for such operational assistance.

3) Whenever the law enforcement officers from one Agency are rendering aid to another Agency pursuant to the authority contained in this Agreement, such law enforcement officers shall have the same powers, duties, rights and immunities as if taking action within their own police department's jurisdiction.

4) Law enforcement officers responding to an operational assistance request shall operate under the direction and authority of the commanding officer of the requesting Agency.

5) All wage and disability payments, pensions, workers' compensation claims and medical expenses of the responding Agency's law enforcement officers shall be paid by his or her employing Agency, unless the requesting Agency is reimbursed by other Agencies, authorities, persons, or political entities specifically for the same. However, when the Agency directing the operational assistance is determined to be negligent in the command of the situation or the law enforcement officers, the directing Agency will be responsible for costs arising out of any injury and/or damages incurred by the other Agency's law enforcement officers.

6) Each Agency shall be responsible for bearing any costs associated with the loss or damage of its equipment or property used during a Unit operation. Each party agrees to be responsible for any

personal injury or property damage caused solely by the negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree.

7) Each Agency shall bear all costs associated with any negligent act taken by law enforcement officers of their Agency, unless such act was ordered by the officer directing the operational assistance request. In that case, any civil liability that might arise will be the responsibility of the requesting Agency whose officer was directing the operational assistance situation.

JURISDICTION, ORGANIZATION, COMMAND AND SUPERVISORY RESPONSIBILITY:

The principal site of MFF Unit activity shall be in Summit County, Ohio, subject to special circumstances allowing participation in events outside of Summit County, and only within the jurisdictional boundaries of the Agencies so participating. Law enforcement officers providing services to the Unit shall enjoy full jurisdictional authority anywhere within the jurisdictional boundaries of the Agencies, with full power to enforce Ohio laws and avail themselves of the provisions of this Agreement only when engaged in Unit operations. Law enforcement officers operating outside the jurisdiction of their Agency shall not enjoy extra-jurisdictional authority as law enforcement officers, unless specifically engaged in approved Unit activities as stated herein. The Parties to this Agreement recognize that any extension of jurisdictional authority beyond the boundaries of their employing Agency is by reason of this Agreement as provided by applicable Ohio Law. Pursuant to O.R.C. Sections 505.43, 737.04 and 3345.041 designated law enforcement officers of the Agencies participating in the Unit shall, when engaging in authorized mutual cooperation and operational assistance pursuant to this Agreement, have the same powers, duties, rights, privileges and immunities as when performing duties inside the political subdivision in which the law enforcement officers are normally employed.

The resources assigned by the responding Agency shall be under the immediate command of a supervising law enforcement officer designated by the responding Agency. Such supervising officer shall be under the command of the commanding officer, or his/her designee of the requesting Agency. Wherever a law enforcement officer renders assistance pursuant to this Agreement, the law enforcement officer shall abide by and be subject to the rules and regulations, personnel policies, use of force policies, general orders and standard operating procedures of his/her own Agency. If any such rule, regulation, personnel policy, general order or standing operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting Agency,

then such rule, regulation, policy, general order or standard operating procedure of the responding Agency shall control and shall supersede the direct order of the superior officer of the requesting Agency. The conflict should be relayed immediately to the responding Agency's supervising law enforcement officer.

#### Advisory Board

An advisory board ("Advisory Board") shall be created for the Units that are parties to this Agreement. Upon execution of this Agreement, the Advisory Board will consist of the Chief of Police or his/her designee of each Agency. Each Agency will only have one vote on the Advisory Board. Representation of at least two thirds (2/3) of the Agencies must be present to have a quorum. The Advisory Board, each year, shall elect an Advisory Board chair person who must be a member of the current Advisory Board. The chair person will be tasked with creating the meeting agenda and presenting the needs of operations and potential changes for the Unit. The Advisory Board shall oversee the coordination of training of the Unit as well as developing agreed upon standards for the Unit. The Advisory Board shall meet a minimum of two (2) times each year with written notice of meetings delivered at least ten (10) days in advance to each Advisory Board member.

#### Personnel

Each Agency shall retain full responsibility for compensation, including, but not limited to: liability insurance, retirement benefits, workers' compensation, and discipline of their own law enforcement officers assigned to the Unit, except as otherwise provided in this Agreement.

#### LIABILITY AND COST-RELATED ISSUES:

Each Agency engaging in any mutual cooperation and assistance pursuant to this Agreement agrees to assume its own liability and responsibility for the acts, omission, or conduct of such Agency's own law enforcement officers while such law enforcement officers are engaged in rendering such aid, cooperation and except as otherwise provided in this Agreement, subject to applicable provisions of O.R.C. including Sections 505.43, 737.04 and Chapter 2743.

Each Agency that furnishes personnel, property, police equipment, vehicles, resources and/or facilities to render services to another Agency to this Agreement in order to affect the purposes of the Unit and agrees to bear the cost of loss or damage to such equipment, vehicles, or property, except

as set forth in this Agreement. Each party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree.

The privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, workers' compensation, salary (Including overtime compensation or compensatory time), death and other benefits that apply to the activity of a law enforcement officers of an Agency when performing the law enforcement officer's duties within the territorial limits of the law enforcement officer's Agency shall apply to the law enforcement officers to the same degree, manner, and extent while such law enforcement officers act under this Agreement.

Each Agency agrees to maintain its own comprehensive general liability Insurance, professional liability Insurance, and automotive liability Insurance or maintain a self-Insuring fund for the term of this Agreement In the amounts determined by each Agency to adequately Insure such Agency's liability assumed herein.

COMPLAINTS AGAINST UNIT MEMBERS:

Whenever a complaint has been lodged as a result of the Unit's efforts, a designee named by the commanding officer of that Unit shall ascertain at a minimum:

The Identity of the complainant(s) and an address where the complainant(s) may be contacted, the nature of the complaint and supporting evidence or facts as may be available. Including the names and addresses of witnesses to that which has been complained about, the identity of the Unit participant(s) accused and the Agency(ies) of the participant(s) accused.

The Information will be promptly provided to each affected Agency for administrative review and appropriate handling or disposition by the respective Agency that the complaint was lodged against. Use of force reporting shall be completed by each participating Agency internally with a copy of the completed report submitted to the MFF Unit Commander.



COPY TO EACH PARTICIPATING AGENCY:

When this Agreement is fully executed, a copy shall be provided to each participating Agency so that each Agency shall be fully aware of the powers, limitations, and expectations applicable to the Unit and law enforcement officers.

TERM OF AGREEMENT:

This Agreement shall be effective as to the executing Agency upon execution by one or more participating Agencies. As each additional Party executes this Agreement, it shall be effective as to the newly executing Party. This Agreement may be executed in counterparts for dissemination to all Parties, and such counterparts shall be of the same force and effect as the original. Execution of this Agreement may be signified by properly signing a separate signature page, the original of which shall be returned to, and maintained by, \_\_\_\_\_.

This Agreement shall remain in full force and effect as to all participating Parties until \_\_\_\_\_, 20\_\_\_\_,

unless earlier terminated in writing. Any party may withdraw from this Agreement upon providing written notice to the other Parties, upon sixty (60) day notice.

This Agreement may be renewed by Agreement of the Participating Agencies and execution of a new Agreement. Any written cancellation or extension shall be forwarded to the address identified above.

**VILLAGE OF RICHFIELD**

\_\_\_\_\_  
Michael Wheeler, Mayor

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Alejandro Cortes, Law Director