

ORDINANCE NO. 2009- 54

AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE AN AGREEMENT WITH KENT STATE UNIVERSITY SO AS TO PROVIDE FOR THE MUTUAL ASSISTANCE, INTERCHANGE, AND USE OF POLICE PERSONNEL AND EQUIPMENT, FROM JUNE 15, 2009 THROUGH JUNE 14, 2013, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Kent found it to be beneficial for the health, safety, and welfare of its citizens to enter into a mutual aid agreement with Kent State University for police protection on August 11, 1999; and

WHEREAS, the City of Kent wishes to continue that mutual aid agreement with Kent State University for four more years.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio, at least three-fourths (3/4) of all members elected thereto concurring:

SECTION 1. That the City Manager, or his designee, is hereby authorized to execute an agreement with Kent State University so as to provide for the mutual assistance and interchange and use of police personnel and equipment from June 15, 2009 through June 14, 2013; a copy of said agreement is marked Exhibit "A", attached hereto and incorporated herein.

SECTION 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance 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 of Section 121.22 of the Ohio Revised Code.

SECTION 3. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of this City, for which reason and other reasons manifest to this Council this ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately after passage.

PASSED: 05/20/2009
DATE

MAYOR AND PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

I hereby certify that Ordinance No. 2009- 54 was duly enacted on this 20 day of May, 2009 by the Council of the City of Kent, Ohio.

Clerk of Council

**CITY OF KENT AND KENT STATE UNIVERSITY
MUTUAL AID AGREEMENT FOR EMERGENCY POLICE SERVICES**

THIS AGREEMENT made this _____ day of _____ 2009, by and between the City of Kent, Ohio, hereinafter called the "CITY", acting pursuant to Ordinance No. _____, passed _____, and Kent State University, hereinafter called the "UNIVERSITY", acting pursuant to a resolution passed by its Board of Trustees on September 13, 1995.

WITNESSETH:

WHEREAS, the CITY and the UNIVERSITY maintain separate police departments pursuant to Sections 3 and 7 of Article XVIII of the Ohio Constitution and the 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 by such officers or dispatchers.

2) Further, the parties may enter into mutual assistance for criminal investigations, or other public safety related functions which transcend the individual jurisdictional boundaries of the individual agencies. In such a circumstance, the parties may agree to enter into written memoranda of agreement regarding the nature and scope of such a joint operation.

3) When the UNIVERSITY's police officers are rendering assistance to the CITY in areas within the corporate limits of the CITY and not on UNIVERSITY property, they shall have full police authority commensurate with the authority enjoyed by the CITY's police officers.

4) The necessity, availability, and use of police equipment or personnel requested shall be subject to priority of use by the responding party within its own territorial limits. The discretion as to what police resources are necessary or available to the responding party for use in the emergency or disaster, lies solely with the Chief of Police of the responding party's police department, or the Chief of Police designate.

5) In the event police resources are actively engaged within the territorial limits of the requesting party and such responding resources 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. It is agreed that no liability shall arise in any event for a failure to respond to a police emergency from a requesting party or for the necessary withdrawal of police resources by either hereto.

6) 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 the Agreement. 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. In addition, each party expressly waives any and all claims against the other party for compensation for any loss, damage, personal injury or death occurring as a result of or in connection with the performance of this Agreement.

7) All personnel of the responding agency, when responding to a call from a requesting agency, shall be acting within the scope of their employment of the responding party while en route to, en route from and while acting within the territory of the requesting party and shall report promptly to the senior ranked officer of the requesting party or other officer requesting assistance.

8) When additional assistance is called, pursuant to the terms of this contract, 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.

9) Police officers who are rendering emergency assistance to the other department shall be entitled to all the rights and benefits of the Workmen's Compensation Act and the police pension fund, as applicable, to the same extent as when performing services within their respective territories.

10) Radio communication between parties shall be conducted on radio frequencies shared by both parties.

11) Neither of the parties hereto shall be liable for any damages to the other party for failure to answer, neglect in answering any call for additional police protection, for inadequacy, negligent operation of equipment and apparatus, for any cause whatsoever growing out of such use of said equipment and apparatus, or lack of performance of duties by police department members. Neither of said parties shall be liable in any manner or event for damages for personal injuries suffered by any member of said police department of the other contracting party hereto.

12) This Agreement shall be in effect for the period beginning June 1, 2009, through July 31, 2013; provided however, that either party may withdraw from such mutual aid agreement upon giving the other party at least sixty (60) days prior written notice to such effect.

13) The parties agree herewith to an annual review of administrative procedures, policies, and their effects as may relate to the operation of this Agreement.

IN WITNESS WHEREOF, said parties hereby have, upon the dates hereinafter set forth, caused this Agreement to be executed.

KENT STATE UNIVERSITY:

BY: _____
Gregg S. Floyd
VP, Finance & Administration

DATE: _____

CITY OF KENT, OHIO:

BY: _____
David Ruller
City Manager

DATE: _____