

MUTUAL AID AGREEMENT
between
THE UNIVERSITY OF AKRON
And the
COUNTY OF SUMMIT, OHIO
for the
COUNTY OF SUMMIT SHERIFF'S OFFICE
SPECIAL WEAPONS AND TACTICS (SWAT) TEAM

This Mutual Aid Agreement is made and entered as of the date of the County of Summit Executive's signature, by and between the County of Summit, Ohio, an Ohio charter county, by the County Executive, with its offices located at the Ohio Building, 8th Floor, 175 South Main Street, Akron, Ohio 44308, for the Summit County Sheriff's Office, whose office is located at 53 University Avenue, Akron, Ohio 44308 and the University of Akron, a state university, through the University of Akron Police Department, with its offices located at 146 Hill Street Akron, Ohio 44325.

WITNESSETH:

WHEREAS, the County of Summit Council, in accordance with Section 311.29 of the Ohio Revised Code, has authorized this Agreement through Resolution No. _____; and

WHEREAS, the University of Akron Board of Trustees, in accordance with Section 3345.041 of the Ohio Revised Code, has authorized this Agreement through Resolution No. _____; and

WHEREAS, the Summit County Sheriff maintains a Special Weapons and Tactics (SWAT) Team that performs law enforcement duties in certain circumstances; and

WHEREAS, the Summit County Sheriff provides the use of its SWAT Team upon the request of other jurisdictions when necessary and if available as provided in this Agreement; and

WHEREAS, the Summit County Sheriff permits sworn officers from other jurisdictions to have membership on the SWAT Team. The University of Akron has the option to provide sworn officers from its police department as team members; and

WHEREAS, the University of Akron wishes to be able to utilize the services of the SWAT Team as provided in this agreement; and

THEREFORE, in consideration of the covenants and promises made herein, the Participants agree as follows:

1. Mutual Assistance. In accordance with the terms of this Agreement and as authorized by Sections 302.21 through 302.24, section 311.07, and section 3345.041 of the Ohio Revised Code, the Sheriff shall provide the use of its SWAT Team, upon request of the University of Akron, for law enforcement services.

2. Membership. The University of Akron may provide approved SWAT Team members, comply with Summit County Sheriff's Office SWAT Team Policy and Procedures and comply with Summit County Sheriff's Office SWAT Team trainings to be in compliance with the National Tactical Officers Association (NTOA) standards.

3. Authority.

(a) The SWAT Team shall be under the sole direction and control the Sheriff's Office during a deployment of the team regardless of the appointing authority of the team member.

(b) If deployed on behalf of the University of Akron, the SWAT Team is authorized by the University of Akron to perform any police function, exercise any police power or render any police service on behalf of the University of Akron that it may perform, exercise or render pursuant to law.

3. Term. The term of this Agreement shall commence on the date signed by the County Executive and shall terminate upon mutual agreement of the parties at any time upon thirty (30) days written notice to the other party. The release provided hereunder shall survive the termination of the Agreement.

4. Payment. The University of Akron shall be responsible for payment of wages, benefits and workers compensation insurance for the University of Akron Police Officers when deployed to the SWAT Team.

5. Release. Each party agrees to release the others and not hold the other parties liable for any claims, causes of action (including, but not limited to, negligence) or expenses of any kind or nature related to the Agreement. Neither party shall be required to indemnify nor to hold harmless the other party. The parties shall have all defenses and immunities available by law, including but not limited to Chapter 2744 and Chapter 2743 of the Ohio Revised Code.

6. Entire Agreement. This Agreement constitutes the entire agreement amongst the parties and supersedes any prior understanding or agreement related thereto. This Agreement can only be amended or modified by the prior written consent of all the parties. Electronic signatures shall have the same legal effect as if handwritten. This Agreement may be executed in counterparts.

(End of text. Execution on following page.)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date signed by the County Executive.

UNIVERSITY OF AKRON

COUNTY OF SUMMIT, OHIO

By: R.J. Nemer, President

By: Ilene Shapiro, Executive

Date: _____

Date: _____

**UNIVERSITY OF AKRON
POLICE DEPARTMENT**

SUMMIT COUNTY SHERIFF

By: Jim Gilbride, Chief

By: Kandy Fatheree, Sheriff

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: Brian Harnak

Director, Department of Law and Risk
Management

By: Mia Yaniko
General Counsel, University of Akron

Date: _____

Date: _____