

MUTUAL AID AGREEMENT
between
CITY OF NORTON
and the
COUNTY OF SUMMIT, OHIO
for the
COUNTY OF SUMMIT SHERIFF'S OFFICE
MAJOR CRIME SCENE INVESTIGATIVE UNIT

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, whose office is located at 53 University Avenue, Akron, Ohio 44308 and the City of Norton, a municipal corporation, through the Norton Police Department, with its offices located at 4060 Columbia Woods Dr., Norton, Ohio 44203.

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 City of Norton, in accordance with Section 737.04 of the Ohio Revised Code, has authorized this Agreement through Ordinance No. _____ and

WHEREAS, the Sheriff maintains a Major Crime Scene Investigative Unit that performs law enforcement duties in collection, preservation, packaging and documentation of physical evidence left at a crime scene; and

WHEREAS, the Sheriff provides the use of its Major Crime Scene Investigative Unit upon the request of other jurisdictions when necessary and if available as provided in this Agreement; and

WHEREAS, the Sheriff permits sworn officers from other jurisdictions to have membership on the Major Crime Scene Investigative Unit. The City of Norton has the option to provide sworn officers from its police department as team members; and

WHEREAS, The City of Norton wishes to be able to utilize the services of the Major Crime Scene Investigative Unit 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 and section 311.07 of the Ohio Revised Code, the Sheriff shall provide the use of its Major Crime Scene Investigative Unit, if available, upon request of the City of Norton, for law enforcement services.

EXHIBIT A

2- Membership. The City of Norton may provide approved Major Crime Scene Investigative Unit members, comply with Summit County Sheriff's Office Major Crime Scene Investigative Unit Policy and Procedures and comply with Summit County Sheriff's Office Major Crime Scene Investigative Unit trainings.

3. Authority.

(a) The Major Crime Scene Investigative Unit shall be under the sole direction and control the Sheriff during a deployment of the team regardless of the appointing authority of the team member.

(b) If deployed on behalf of the City of Norton, the Major Crime Scene Investigative Unit is authorized by the City of Norton to perform any police function, exercise any police power or render any police service on behalf of the City of Norton 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 City of Norton shall be responsible for payment of wages, benefits and workers compensation insurance for any Norton Police Officer when deployed with the Major Crime Scene Investigative Unit.

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 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.

(End of text. Execution on following page.)

EXHIBIT A

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date signed by the County Executive. This Agreement may be executed in counterparts. Electronic signatures shall have the same legal effect as if handwritten.

CITY OF NORTON, OHIO

COUNTY OF SUMMIT, OHIO

By: _____
Mike Zita, Mayor Date

By: _____
Ilene Shapiro, Executive Date

Approved as to form:

Approved as to form:

Justin Markey, Attorney

Brian Harnak, Director
Department of Law and Risk Management