

MUTUAL AID AGREEMENT
between
SUMMA HEALTH POLICE
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 Summa Health Police, a nonprofit hospital service corporation, with its principal place of business located at 525 East Market St., Akron, Ohio 44304 ("Summa").

WITNESSETH:

WHEREAS, the County of Summit Council has authorized this Agreement through Resolution No. _____; and

WHEREAS, § 1702.80 of the Ohio Revised Code (RC) authorizes Summa to establish a police department to provide police services, and pursuant to RC section 4973.17(D)(2)(b), Summa has entered into a written agreement with the Akron Chief of Police in which Summa officers may exercise police powers within Summa medical buildings and adjacent streets, and the addresses of these buildings is attached hereto as Exhibit A, and this agreement also allows Summa officers to exercise their police powers outside the limited areas "when they are participating in a cooperative enforcement effort" approved by the Akron Chief and Summa Chief; and

WHEREAS, RC § 5502.41(G)(1)(b) allows a private company to participate in a mutual aid agreement if the political subdivision approves the participation; 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. Summa has the option to provide sworn officers from its police department as team members; and

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

EXHIBIT A

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 RC §§302.21 through 302.24, § 311.07, § 3345.041 and § 5502.41, the Sheriff shall provide the use of its SWAT Team, upon request of Summa, for law enforcement services.

2. Membership. Summa 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 Summa, the SWAT Team is authorized by Summa to perform any police function, exercise any police power or render any police service on behalf of Summa 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. Summa shall be responsible for payment of wages, benefits and workers compensation insurance for Summa 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 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.)

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.

SUMMA HEALTH

COUNTY OF SUMMIT, OHIO

By:

By: Ilene Shapiro, County Executive Date

Summit County Sheriff

Summa Police Chief

Kandy Fatheree, Sheriff

Approved as to Form:

Approved as to Form:

Brian Harnak, Director of Law and Risk Management

CITY OF AKRON, OHIO

Shammas Malik, Mayor

Brian Harding, Chief of Police

Approved as to Form:

Deborah S. Matz, Director of Law