

EXHIBIT A

18-089

MUTUAL AID AGREEMENT
between
VILLAGE OF LAKEMORE
and the
COUNTY OF SUMMIT, OHIO
for the
COUNTY OF SUMMIT SHERIFF OFFICE'S
SPECIAL WEAPONS AND TACTICS ("SWAT") TEAM

THIS MUTUAL AID AGREEMENT ("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 ("Sheriff"), whose office is located at 53 University Avenue, Akron, Ohio 44308 and the Village of Lakemore ("Political Subdivision") an Ohio political subdivision, with its offices located at 1400 Main Street, Lakemore, Ohio 44250.

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. 6765-2018 and

WHEREAS, the Political Subdivision has authorized this Agreement through Public Meetings and Legislation; and

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

WHEREAS, the 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, Political Subdivision wishes to be able to utilize the services of the SWAT Team as provided in this agreement.

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 SWAT Team, if available, upon request of Political Subdivision, for SWAT Team services ("Services").
2. Authority.
 - (a) The SWAT Team shall be under the sole direction and control the Sheriff. The Sheriff retains direction and control over all SWAT Team members deployed pursuant to

EXHIBIT A

this Agreement.

(b) The SWAT Team is authorized by the Political Subdivision to perform any police function, exercise any police power or render any police service on behalf of the Political Subdivision that it may perform, exercise or render.

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. Any party may terminate this Agreement at any time upon thirty (30) days written notice to the other parties. The release provided hereunder shall survive the termination of the Agreement.

4. Payment. The parties agree that there may be a charge for the Services. Should the Services extend beyond one shift or require the commitment of additional staff resources, the Political Subdivision may be requested to reimburse the Sheriff for the cost of the staff members involved in providing the Services at their regular fully loaded rate of pay.

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. No party shall be required to indemnify or hold harmless another 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.

[Signatures Follow]

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

COUNTY OF SUMMIT, OHIO

Ilene Shapiro, County Executive

Date: _____

SUMMIT COUNTY SHERIFF

Steve Barry, Sheriff

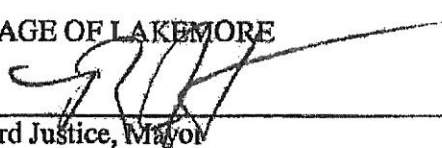
Date: _____

APPROVED AS TO FORM:

Deborah S. Matz, Director, Department of Law, Insurance and Risk Management

Date: _____

VILLAGE OF LAKEMORE



Richard Justice, Mayor

Date: _____

APPROVED AS TO FORM:



Village Solicitor

Date: 02/22/18