

COUNCIL CHAMBER

City of Berea, Ohio

Ordinance No. 2020-34

By Kim Smith Sponsored By Mayor Cyril M. Kleem

AN ORDINANCE

AUTHORIZING THE CITY OF BEREAL, ON BEHALF OF THE BEREAL POLICE DEPARTMENT, TO ENTER INTO AND EXECUTE THE MUTUAL AID AGREEMENT WITH THE BOARD OF PARK COMMISSIONERS OF THE CLEVELAND METROPOLITAN PARK DISTRICT, ON BEHALF OF THE CLEVELAND METROPARKS POLICE DEPARTMENT, TO PROVIDE MORE EFFICIENT POLICE SERVICES, AND DECLARING AN EMERGENCY.

WHEREAS, the mutual concerns of the City of Berea and the Cleveland Metropolitan Park District are to provide for more efficient police services; and

WHEREAS, the mutual concerns of the City of Berea and the Cleveland Metropolitan Park District are to provide the best service to residents and visitors; and

WHEREAS, neither the Charter of the City of Berea nor the Berea Codified Ordinances prohibit this type of mutual aid agreement; and

WHEREAS, Ohio Revised Code §737.04 authorizes the legislative authority of any municipal corporation to enter into contracts with park districts for the services of police departments or use of police equipment, or the interchange of the service of police departments or use of police equipment; and

WHEREAS, Ohio Revised Code §1545.131 authorizes the board of park commissioners to enter into contracts with one or more municipal corporations to allow the use of park district police officers designated under Ohio Revised Code §1545.13 to perform any police functions, exercise any police power, or render any police service on behalf of the contracting entity that the entity may perform, exercise, or render; and

WHEREAS, the City of Berea, on behalf of the Berea Police Department, desires to enter into this Mutual Aid Agreement with the Cleveland Metropolitan Park District, on behalf of the Cleveland Metroparks Police Department.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Berea, State of Ohio:

SECTION 1. That the Mayor is authorized to enter into the terms and conditions as set forth in the Mutual Aid Agreement with the Cleveland Metropolitan Park District on behalf of the Cleveland Metroparks Police Department, a copy of the Mutual Aid Agreement being attached hereto as Exhibit "A".

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 actions were in meetings open to the public, in compliance with all legal requirements including 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, property, health, safety and welfare, or providing for the usual daily operation of a municipal department, and for the further reason that the Mutual Aid Agreement is effective upon signature and the community safety and security benefits by this swift action. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

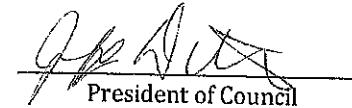
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City of Berea, Ohio

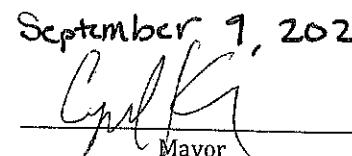
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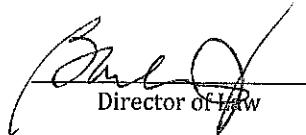
PASSED: September 8, 2020


President of Council

ATTEST: Alvin E.
Clerk of Council

APPROVED: September 9, 2020

Mayor

Approved as to Form:


Director of Law

**Mutual Aid Agreement by and between
The City of Berea on behalf of the
Berea Police Department**

and

**The Board of Park Commissioners of the Cleveland Metropolitan
Park District on behalf of the Cleveland Metroparks Police
Department**

This agreement is entered into by and between the City of Berea, on behalf of the Berea Police Department, ("City"), pursuant to ~~Resolution~~ No. 2020-34, and the Board of Park Commissioners of the Cleveland Metropolitan Park District on behalf of the Cleveland Metroparks Police Department, ("Park District"), pursuant to ~~Resolution~~ No. 2020 - 34 on this _____ day of _____, 2020.

WHEREAS, the mutual concerns of the City and the Park District are to provide for more efficient police services; and

WHEREAS, O.R.C. §737.04 authorizes the legislative authority of any municipal corporation to enter into contracts with park districts created pursuant to section 1545.01 of the Revised Code for the services of police departments or use of police equipment, or the interchange of the service of police departments or use of police equipment; and

WHEREAS, The Park District was created pursuant to O.R.C. §1545.01 of the Revised Code; and

WHEREAS, O.R.C. §1545.131 authorizes the board of park commissioners to enter into contracts with one or more municipal corporations, to allow the use of park district police or law enforcement officers designated under O.R.C. §1545.13 of the Revised Code to perform any police function, exercise any police power, or render any police service on behalf of the contracting entity that the entity may perform, exercise, or render.

NOW, THEREFORE, in consideration of the promises and obligations herein, the parties hereby agree as follows:

SECTION 1. AUTHORITY

a. The parties acknowledge that the Police Officers serving the City and the Police Officers serving the Park District are certified, pursuant to O.R.C. §109.77 and are duly authorized by the State of Ohio as law Enforcement Officers for their specified jurisdictions. Therefore, no oath of office need be administered by the responding officers or by the authorities of the requesting jurisdiction.

- b. Each party has primary jurisdiction to enforce the laws of the State of Ohio within their established boundaries.
- c. Whenever the City's police officers are rendering assistance to the Park District in areas within the boundaries of the Park District, they shall have full police authority commensurate with the authority employed by the Park District's police officers. Whenever the Park District's police officers are rendering assistance to the City in areas within the limits of the City, they shall have full police authority commensurate with the authority employed by the City's police officers.

SECTION 2. REQUESTS FOR ASSISTANCE

- a. Emergency Services. In the event of an emergency, as determined by the party requesting assistance, each party agrees to furnish such police services as are requested by the other; provided, however, that such services can be provided the opinion of City's Chief of Police or designee or the Park District's Chief of Police or designee, or the highest ranking on duty police supervisor of the party from whom the assistance is requested.
- b. Non-emergency Services. In a non-emergency situation, The City may provide police services to the Park District and the Park District may provide police services to the City as is requested by the other, provided, however, that such services can be provided to the requesting party. Request for non-emergency police services shall be approved by the Chief of Police or designee, on behalf of the City and the Chief of Police or designee, on behalf of the Park District, or the highest ranking on duty police supervisor of the party from whom the assistance is requested.
- c. In any situation in which assistance is provided pursuant to this Agreement, the requesting party's officer in charge shall have operational control over any equipment and personnel provided by the responding party. Personnel of the responding party may refuse any orders that are illegal, improper or which would violate any rules maintained by the responding party.

SECTION 3. REPORTING. Extraterritorial enforcement action taken by a member of either party shall be reported to the requesting agency. The officer in charge of the requesting agency shall make the final determination as to which agency will take enforcement action against the person suspected of committing a violation of state law or other law.

SECTION 4. COSTS. The parties agree that there shall be no reimbursement for the rendering of police services and there shall be no reimbursement for loss or damage to equipment or other property while engaged in the performance of the services to be provided under this Agreement. No charge shall be made for services rendered pursuant to the terms of this Agreement, it being understood that the mutual promises contained herein serve as adequate consideration.

SECTION 5. LIABILITY. In no case shall any party requesting or rendering assistance under this Agreement be liable in damages to any party hereto or to contractual obliges for any cause which in any way relates to or arises out of a request for assistance under this Agreement or any response thereto, including but not limited to, failure to answer any police call for assistance, lack of speed in answering any call, any inadequacy of equipment, negligent operation of equipment, the use of police equipment and/or personnel pursuant to this Agreement, or for Workers Compensation premium assessments or awards. Each party shall assume the cost of damage to or loss of its equipment or apparatus while operating under this Agreement and hereby waives the right to seek

compensation from the other party or its employees for such damage or loss.

a. The parties intend for the responding agency and their officers to enjoy the fullest privileges and immunities available to officers of the requesting agency pursuant to Chapter 2744 of the Ohio Revised Code.

SECTION 6. INSURANCE.

a. For so long as this MOU is in effect, the parties shall maintain the following insurance: (i) commercial general liability insurance; (ii) law enforcement liability insurance, and; (iii) commercial auto liability insurance for owned, hired and non- owned automobiles. Each such policy shall insure against claims for bodily injury (including death) and property damage. Each of the aforementioned insurance policies shall have a limit of not less than One Million Dollars (\$1,000,000) per occurrence and include an endorsement naming each other as an additional insured. In addition, each party shall carry umbrella coverage that extends over the above-referenced liability insurance coverage of not less than \$5 million.

b. In the event that either party to the Agreement is self-insured for bodily injury (including death) and property damage occasioned by the activities conducted under this MOU, that party shall maintain a self-insured reserve or restricted fund up to commercially reasonable limits, but not less than One Million Dollars (\$1,000,000) per occurrence. Promptly upon request, the responding self-insured party shall provide a letter of confirmation with respect to such self-insured or restricted fund reserve. In addition, each self-insured party shall carry umbrella coverage that extends over the self-insured fund, of not less than \$5 million.

c. Within thirty (30) days of execution of this Agreement, each party shall deliver certificates of the insurance required herein to the other party.

SECTION 7. Personnel of the responding party shall be considered to be acting within the scope of their employment with the responding party at all times when providing services pursuant to this Agreement and will not be considered employees of the Requesting Party for any purpose. Each party to this Agreement will be responsible for all forms of compensation and benefits owing to its employees for services performed under this Agreement including, but not limited to, Workers Compensation, pension benefits, equipment and uniforms. Under no circumstances will a Requesting Party be required to assume any employment-related obligations or expenses for personnel of a responding party by virtue of having made a request for assistance under this Agreement.

SECTION 8. This Agreement shall remain in effect indefinitely with respect to each party hereto. Any party may terminate the Agreement upon giving thirty days written notice to the other party.

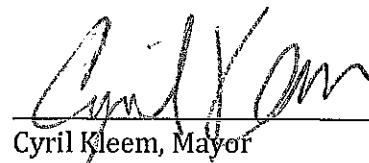
SECTION 9. This Agreement shall become operative as to the undersigned parties when executed by both of them.

IN WITNESS WHEREOF, the City and the Park District, each by its duly authorized representative, have entered into this Agreement pursuant to the authority of its appropriate legislative authority, effective as of the date set forth above.

Board of Park Commissioners
of the Cleveland Metropolitan Park District

Brian M Zimmerman, CEO Date

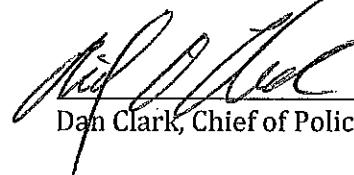
City of Berea


Cyril Kleem, Mayor Date

Authorized and approved by:

Katherine Dolan, Chief of Police Date

Authorized and approved by:

 2-9-2020
Dan Clark, Chief of Police Date

Approved as to legal form:

Rosalina M. Fini, Date
Chief Legal & Ethics Officer

Approved as to legal form:

 9/9/2020
Barbara L. Jones Date
Director of Law