

MUTUAL AID AGREEMENT

THIS AGREEMENT, effective as of the 15<sup>th</sup> day of September, 2011, by and between the City of Akron, Ohio, hereinafter called the "CITY", acting pursuant to Ordinance No.440-2007, passed September 17, 2007, and the University of Akron, hereinafter called the "UNIVERSITY", acting pursuant to a resolution passed by the Board of Trustees.

WITNESSETH:

WHEREAS, the CITY and the UNIVERSITY maintain separate police departments pursuant to Sections 3 and 7 of Article 4 XVIII of the Ohio Constitution and Ohio Revised Code Section 3345.04, respectively; and

WHEREAS, the CITY and the UNIVERSITY desire to continue in effect the agreement for the mutual assistance and interchange and use of their police personnel, equipment and technological information and resources in situations where one department needs or requests the assistance of the other; and

WHEREAS, the CITY, by virtue of Article XVIII of the Ohio Constitution, and the UNIVERSITY, by virtue of Ohio Revised Code Section 3345.041, are empowered to provide such mutual assistance by means of this Agreement;

NOW, THEREFORE, in consideration of the promises and obligations, which are hereinafter set forth, the parties hereto agree as follows:

1) Unless actively engaged in effecting an arrest or related duties, or in an emergency, or when ordered by a superior officer not to render aid, each police officer employed by either of the parties hereto shall render assistance to the police officers employed by the other party whenever such assistance is needed or requested by officers or a dispatcher. For purposes of rendering assistance under this section, the parties agree to recognize a standing request by the CITY for non-emergency police intervention when any police officer employed by the UNIVERSITY observes a criminal violation being committed within the jurisdiction of the city.

When the UNIVERSITY'S on-duty police officers are rendering assistance to the CITY in the CITY's jurisdiction, including but not limited to properties adjacent to UNIVERSITY property and on streets and highways en route to or from other UNIVERSITY property, they shall have full police authority commensurate with the authority enjoyed by the CITY's police officers including, but not limited to, authority to issue parking and traffic citations, and may perform any police function, exercise any police power or render any police service consistent with the jurisdiction granted in this section. UNIVERSITY police officers may, but are not required to, conduct routine patrol in the area bounded by North Street to the north; Arlington Street to the

east; Interstate Route 76 to the south; and North Main Street, Perkins Avenue and the Inner-belt to the west (see attached map) and the properties, parking areas, streets, and highways adjoining the Rubber Bowl, including specifically an area abounded by (see attached map) Interstate 76 to the north; Arlington Street to the west; Waterloo Road to the south; and Canton Road to the east.

NOTWITHSTANDING the provisions of the paragraphs above, any UNIVERSITY police officer who sees a crime being committed within the territory of the CITY, or who sees a CITY police officer who is in distress, shall have the authority to apprehend or attempt to apprehend the person or persons committing said crime and shall have the authority to go to the assistance of such police officer in distress, as long as she/he shall use sound discretion and reasonable judgment.

2) The necessity and availability of police personnel, equipment and technological information and resources requested shall be subject to priority or use of the responding party within its own territorial limits and discretion as to what police facilities are necessary or available to the responding party for use in the emergency or disaster, which discretion shall lie solely with the officer on duty in charge of the responding party's police department. CITY and UNIVERSITY each shall adhere to the other's computer use policies when using that entity's technological information and resources. Any technological application developed by either party shall remain the property of the developing party. Each party's intellectual property rights and proprietary interest shall not be waived or diminished by allowing the other party to use the technological application. Neither party may share or otherwise disseminate any application developed by the other party to any entity that is not a party to this Agreement, and shall exercise due diligence to protect the application.

3) In the event police facilities are actively engaged within the territorial limits of the requesting party and such responding facilities are required in the home area, the right is reserved to withdraw and all of such police personnel and equipment for servicing the home area. Such a necessary withdrawal, however, shall only be effected upon due consideration for the safety of those present. At all such times, there will be the exercise of reasonable judgment and sound discretion considering any present dangers that may affect others who are present or remaining after such necessary withdrawal. It is agreed that no liability shall arise in any event for failure to respond to a police emergency from a requesting party or for necessary withdrawal of police facilities by either hereto.

4) A reasonable charge, as mutually agreed upon the parties, may be made or levied for the services furnished in non-emergency situations by either party pursuant to the Agreement; however, it is agreed that there shall be no charge back to the CITY for any expenses incurred by the UNIVERSITY for services of CITY police hired by the UNIVERSITY for such functions as concerts at E. J. Thomas Performing Arts Hall, the Akron Rubber Bowl, or other overtime specifically requested by UNIVERSITY requiring extra personnel. Each party shall assume the expense of loss or damage to equipment or apparatus that may occur while in the requesting party's territorial limits or while responding to a call pursuant to this Agreement. The CITY will not indemnify and hold harmless the UNIVERSITY for any damages awarded by the Court of Claims in any civil action arising from any action or omission of any UNIVERSITY law enforcement officer acting pursuant to the Agreement.

5) All personnel of the responding party, while responding to a call of a requesting party, shall be acting within the scope of their employment by the responding party while en route to, en route from, and while acting within the territory of the requesting party.

6) On any occasion when additional assistance is called, pursuant to the terms of this Agreement, the senior police officer or the requesting party present and in charge of the department of such party shall have full charge of and authority over any assisting equipment and personnel responding pursuant to such a call.

7) Police officers who are rendering emergency assistance to the other department shall be entitled to all the rights and benefits of the Workers' Compensation Act and the police pension fund, as such may be applicable through the officer's primary employer, to the same extent as when performing services within their perspective territories and within their respective scope of employment.

8) To the extent permitted by law, neither of the parties hereto shall be liable for any damages to the other party for failure to answer, or neglect in answering any call for additional police protection or for inadequacy, negligent operation of equipment and apparatus, or for any cause whatsoever growing out of such use of said equipment and apparatus or lack of performance of duties by police department members.

9) (A) Chapter 2743 of the Ohio Revised Code shall apply to law enforcement officers of the UNIVERSITY serving outside the UNIVERSITY pursuant to this Agreement. UNIVERSITY law enforcement officers acting outside the UNIVERSITY, pursuant to this Agreement, shall be entitled to participate in any indemnity fund established to the same extent as while acting within the UNIVERSITY. Such officers shall be entitled to all rights and benefits set forth in Sections 4123.01 to 4123.94 of the Ohio Revised Code. Further, UNIVERSITY law enforcement officers shall also retain their personal immunity from civil liability as forth in Section 9.86 of the Ohio Revised Code.

(B) The CITY shall not be subject to civil liability under Chapter 2744 of the Ohio Revised Code as a result of any action or omission of any UNIVERSITY law enforcement officer acting pursuant to this Agreement.

(C) This item of this Agreement has been written in order to clarify and incorporate Section 3345.041(B) of the Ohio Revised Code.

(D) The parties agree that the within Agreement shall not inure to the benefit of any third parties, nor shall this Agreement be construed so as to create a special duty on the on the part of CITY or act as a waiver of any defenses or immunities available to the CITY either by common law or statute.

(10) UNIVERSITY police shall be expressly authorized to respond to requests for assistance or emergencies to all social fraternities or sororities registered with the

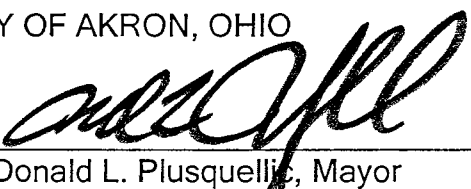
UNIVERSITY or on the Waterloo properties where all residents are UNIVERSITY students and the properties are surrounded by UNIVERSITY land or on the Metro buses that service the UNIVERSITY loop.

(11) Any power granted by this Agreement to UNIVERSITY law enforcement officers shall only be applicable during periods when such officers are within official duty hours on behalf of the UNIVERSITY. Such powers shall not apply when UNIVERSITY law enforcement officers are off duty but within the jurisdictional limits of the CITY.

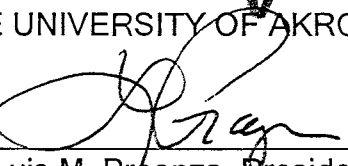
(12) This Agreement shall be in effect beginning on the date first written above and shall expire upon written notice of either party to the other party that it is withdrawing from this Agreement. The party giving notice of withdrawal from this Mutual Aid Agreement must do so no less than ninety (90) days prior to the effective date of withdrawal.

IN WITNESS WHEREOF, said parties hereby have, on the 15<sup>th</sup> day of September, 2011, caused this Agreement to be executed.

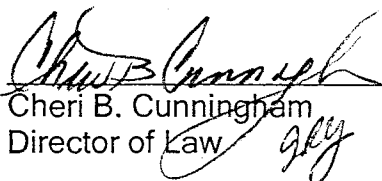
CITY OF AKRON, OHIO

By:   
Donald L. Plusquellic, Mayor

THE UNIVERSITY OF AKRON

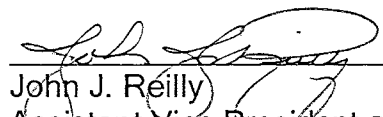
By:   
Luis M. Proenza, President

Approved as to legal form and correctness for the City of Akron:

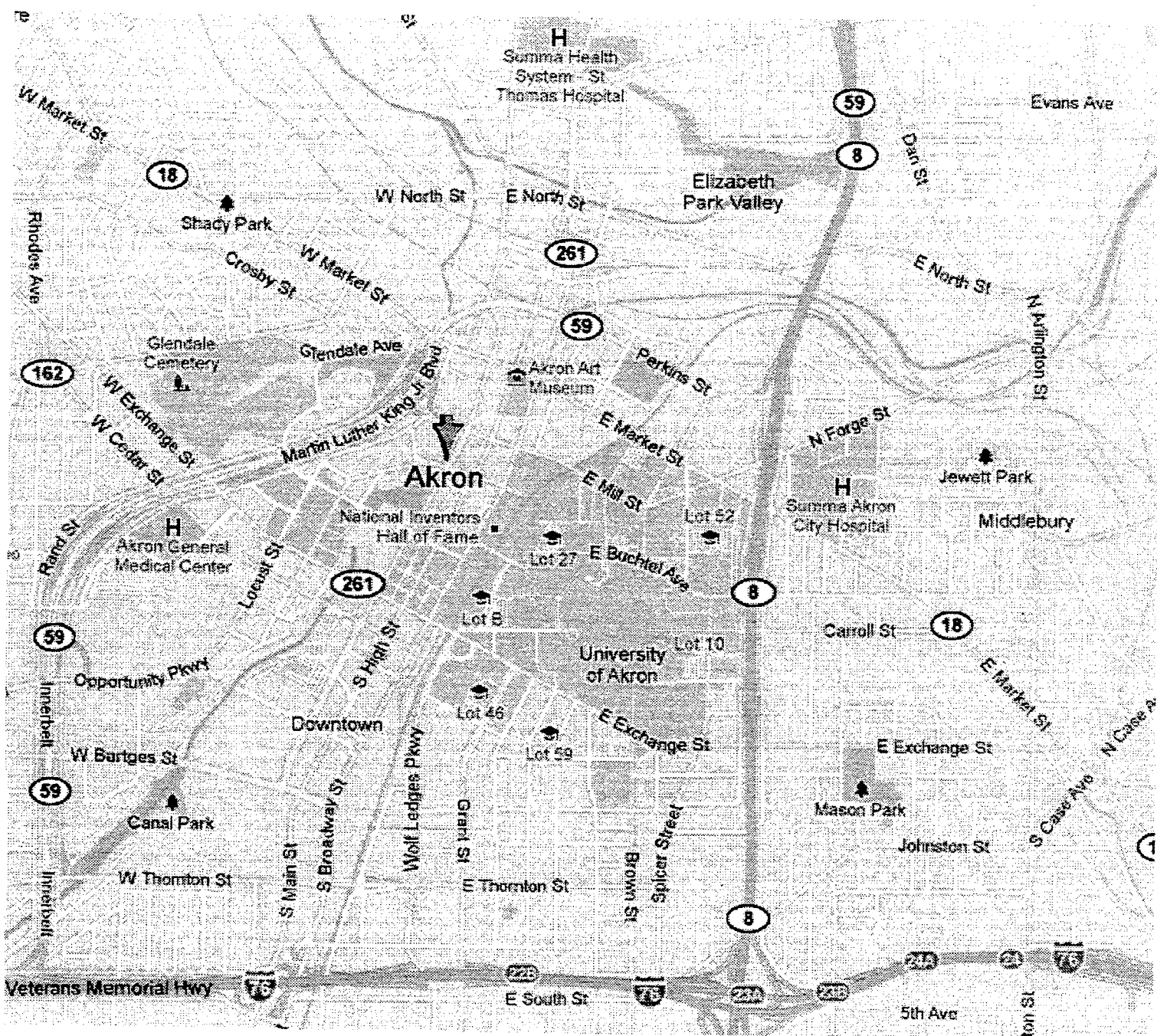
  
Cheri B. Cunningham  
Director of Law *gky*

9/19/11  
Date

Approved as to legal form and sufficiency for the University of Akron

  
John J. Reilly  
Assistant Vice President and Associate General Counsel

9-7-11  
Date



H  
Summa Health System - St. Thomas Hospital

Elizabeth Park Valley

Akron

H  
Akron General Medical Center

National Inventors Hall of Fame

Akron Art Museum

H  
Summa Akron City Hospital

University of Akron

Cansl Park

Mason Park

Veterans Memorial Hwy

E South St

5th Ave

