

ORDINANCE NO. 2020-92

AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE AN AGREEMENT WITH KENT STATE UNIVERSITY SO AS TO PROVIDE FOR THE MUTUAL ASSISTANCE, INTERCHANGE, AND USE OF POLICE PERSONNEL AND EQUIPMENT, FROM SEPTEMBER 23, 2020, UNTIL TERMINATED BY EITHER PARTY, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Kent found it to be beneficial for the health, safety, and welfare of its citizens to enter into a mutual aid agreement with Kent State University for police protection; and

WHEREAS, the City of Kent wishes to expand that mutual aid agreement with Kent State University to allow for interactive law enforcement efforts in certain areas of town as described in the agreement attached hereto as Exhibit "A"; and

WHEREAS, time is of the essence. The sooner the ordinance is adopted, the sooner the additional police interaction will be available, making the City a safer place to live.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kent, Portage County, Ohio, at least three-fourths (3/4) of all members elected thereto concurring:

SECTION 1. That the City Manager, or his designee, is hereby authorized to execute an agreement with Kent State University so as to provide for the mutual assistance and interchange and use of police personnel and equipment from September 23, 2020 until terminated by either party; a copy of said agreement is marked as Exhibit "A", attached hereto and incorporated herein.

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 action, were in meetings open to the public in compliance with all legal requirements of 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, health, safety and welfare of the residents of this City, for which reason and other reasons manifest to this Council, this Ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately after passage.

PASSED: September 16, 2020
Date

J. Fiala
Jerry T. Fiala
Mayor and President of Council

EFFECTIVE: September 16, 2020
Date

ATTEST: Amy Wilkens
Amy Wilkens
Clerk of Council

I, AMY WILKENS, CLERK OF COUNCIL FOR THE CITY OF KENT, COUNTY OF PORTAGE, AND STATE OF OHIO, AND IN WHOSE CUSTODY THE ORIGINAL FILES AND RECORDS OF SAID COUNCIL ARE REQUIRED TO BE KEPT BY THE LAWS OF THE STATE OF OHIO, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF ORDINANCE No. _____, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON _____, 20_____.

(SEAL)

AMY WILKENS
CLERK OF COUNCIL
(SEAL)

**CITY OF KENT AND KENT STATE UNIVERSITY MUTUAL AID AGREEMENT FOR
EMERGENCY POLICE SERVICES AND JOINT POLICE PATROL AUTHORITY**

THIS AGREEMENT made this 30th day of SEPTEMBER 2020, by and between the City of Kent, Ohio, hereinafter called the "CITY", acting pursuant to Ordinance No. _____, passed _____, and Kent State University, hereinafter called the "UNIVERSITY", acting pursuant to Board of Trustees resolution 2009-38.

WITNESSETH:

WHEREAS, the CITY and the UNIVERSITY maintain separate police departments pursuant to Sections 3 and 7 of Article XVIII of the Ohio Constitution and the Ohio Revised Code Section 3345.04 AND 3345.041 respectively; and

WHEREAS, the CITY and the UNIVERSITY desire to provide for the mutual assistance and interchange and use of their police personnel and equipment in situations where one department needs and 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) The law enforcement officers of the University shall have full authority to enforce both state laws and municipal ordinances while outside the jurisdiction of the University and in the Jurisdiction of the City if:
 - a) University officers observe violations or are responding to calls for services within the geographical boundaries of the joint patrol district, within the City of Kent. The joint patrol district is defined by the area described within the perimeter of the following streets: South Lincoln St. from Main St. southward to Summit St., west to S. Depeyster St., north to Haymaker Parkway, northeast to E. Main St., east to N. Lincoln St., north to Crain Ave., southeast to Wilson Ave., and southward to E. Main St., and westward on E. Main St. to the beginning point. The full right-of-way of each of these streets shall be included in the district; or
 - b) They are participating in a cooperative enforcement effort that has been approved in advance by the officers in charge of both jurisdictions; OR
 - c) Their assistance is requested by the police officer in charge of the city staff, and such assistance is approved by the police officer in charge of the University unless exigent circumstances necessitates the on-scene officer(s) to request the approval for assistance without delay.

- 2) The law enforcement officers of the City shall have the same authority provided to officers of the University within the same geographical boundaries of the joint patrol district, in other areas of the university upon approval as provided for in Section 1(b), or when their assistance is requested by the police officer in charge of the university staff and such assistance is approved by the police officer in charge of the City unless exigent circumstances necessitates the on-scene officer(s) to request the approval for assistance without delay.
- 3) The necessity, availability, and use of police equipment or personnel requested shall be subject to priority of use by the responding party within its own territorial limits. The discretion as to what police resources are necessary or available to the responding party for use in the emergency or disaster, lies solely with the Chief of Police of the responding party's police department, or designate. It is agreed there shall be no reimbursement by either party for loss or damage to equipment of the other while engaged in activity pursuant to this agreement.
- 4) Further, the parties may enter into mutual assistance for criminal investigations, or other public safety related functions which transcend the individual jurisdictional boundaries of the individual agencies. In such a circumstance, the parties may agree to enter into written memoranda of agreement regarding the nature and scope of such a joint operation.
- 5) When the UNIVERSITY's police officers are rendering assistance to the CITY in areas within the corporate limits of the CITY and not on UNIVERSITY property, they shall have full police authority commensurate with the authority enjoyed by the CITY's police officers.
- 6) In the event police resources are actively engaged within the territorial limits of the requesting party and such responding resources are required in the home area, the right is reserved to withdraw any and all of such police personnel and equipment for servicing the home area. It is agreed that no liability shall arise in any event for a failure to respond to a police emergency from a requesting party or for the necessary withdrawal of police facilities by either hereto.
- 7) A reasonable charge, as mutually agreed upon by the parties, may be made or levied for the services furnished in non-emergency situations by either party pursuant to the Agreement. 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. The UNIVERSITY will not indemnify and hold harmless the CITY for any damages awarded by the Court of Claims in any civil action arising from any action or omission of any CITY law enforcement officer acting pursuant to the Agreement. In addition, to the extent provided for in Ohio law, each party expressly waives any and all claims against the other party for compensation for any loss, damage, personal injury or death occurring as a result of or in connection with the performance of this Agreement. Nothing in this Agreement is intended to interfere with or waive the statutory rights and protections provided to each party including but not limited to immunity and indemnities provided by Ohio law.
- 8) All personnel of the responding agency, when responding to a call from a requesting agency, shall be acting within the scope of their employment of the responding party while en route to, en route from and while acting within the territory of the requesting party and shall report promptly to the senior ranked officer of the requesting party or other officer requesting assistance.

9) When additional assistance is called, pursuant to the terms of this contract, the senior police officer of 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.

10) Police officers who are rendering emergency assistance to the other department shall be entitled to all the rights and benefits of the Chapter 4123 of the Ohio Revised Code and the police pension fund, as applicable, to the same extent as when performing services within their respective territories.

11) Radio communication between parties shall be conducted on radio frequencies shared by both parties.

12) Neither of the parties hereto shall be liable for any damages to the other party for failure to answer, neglect in answering any call for additional police protection, for inadequacy, negligent operation of equipment and apparatus, for any cause whatsoever growing out of such use of said equipment and apparatus, or lack of performance of duties by police department members. Neither of said parties shall be liable in any manner or event for damages for personal injuries suffered by any member of said police department of the other contracting party hereto.

13) This Agreement shall be in effect for the period beginning _____ through _____, provided however, that either party may withdraw from such mutual aid agreement upon giving the other party at least sixty (60) days prior written notice to such effect.

14) The parties agree herewith to an annual review of administrative procedures, policies, and their effects as may relate to the operation of this Agreement.

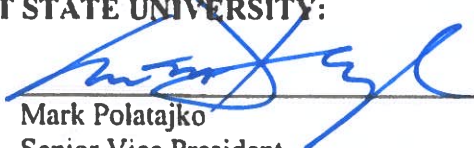
15) This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented or any rights herein waived, unless such amendment or modification to this Agreement is (1) in writing; (2) refers to this Agreement and (3) executed by an authorized representative of each party. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

Signatures on the following page

INTENDING TO BE LEGALLY BOUND, said parties hereby have, upon the dates hereinafter set forth, caused this Agreement to be executed.

KENT STATE UNIVERSITY:

BY: _____


Mark Polatajko
Senior Vice President
Finance & Administration

DATE: _____

9/30/2020

Reviewed for Legal
Sufficiency KSUGC
MP
2020.09.29
13:39:47 -04'00'

CITY OF KENT, OHIO:

BY: _____


David Ruller
City Manager

DATE: September 29, 2020

APPROVED AS TO FORM:


Hope L. Jones, Law Director
City of Kent, Ohio 9-28-20