

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

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

This agreement is entered into by and between the City of Parma, on behalf of the Parma Police Department, ("City"), pursuant to Resolution No. \_\_\_\_\_, and the Board of Park Commissioners of the Cleveland Metropolitan Park District on behalf of the Cleveland Metroparks Ranger Department, ("Park District"), pursuant to Resolution No. \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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 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 Rangers serving 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 rangers. Whenever the Park District's rangers 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 in the opinion of City's Chief of Police or designee or the Park District's Chief of Rangers or designee, or the highest ranking on-duty police/ranger 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 are available to 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 Rangers or designee, on behalf of the Park District, or the highest ranking on duty police/ranger 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 other party hereto or to contractual obligees 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 Agreement 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 Agreement with each policy having 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

