



MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STARK COUNTY SHERIFF'S OFFICE
AND
THE BOARD OF PARK COMMISSIONERS
FOR THE STARK COUNTY PARK DISTRICT

FOR:

**USE OF THE FACILITY KNOWN AS THE STARK COUNTY
LAW ENFORCEMENT TRAINING FACILITY LOCATED AT
143 1ST STREET S.E., MASSILLON, OH 44646**

This Memorandum of Understanding (hereinafter referred to as the "MOU") is entered into between the STARK COUNTY SHERIFF'S OFFICE, 4500 Atlantic Avenue, Canton, OH 44705 (hereinafter referred to as "SHERIFF"), and THE BOARD OF PARK COMMISSIONERS FOR THE STARK COUNTY PARK DISTRICT (hereinafter referred to as "USER").

WITNESSETH:

WHEREAS, the SHERIFF operates the Stark County Law Enforcement Training Center, located at 143 1st Street S.E., Massillon, Ohio 44646 (hereinafter referred to as the "LETC") for the purpose of providing professional training to law enforcement agencies.

WHEREAS, the USER desires to make use of the LETC for its intended purpose.

WHEREAS, the SHERIFF and the USER, each recognize the mutual benefit of having a clear understanding of their respective responsibilities regarding use of the LETC.

WHEREAS, the SHERIFF and the USER desire to enter into this Memorandum of Understanding to formalize their mutual understanding of their respective obligations and other duties related to use of the LETC.

NOW, THEREFORE, the SHERIFF and the USER do hereby mutually agree:

1. TERM/TERMINATION.

This MOU shall have an initial term commencing on October 1, 2021 and terminating on December 31, 2021. By subsequent addendum, the SHERIFF and the USER may agree to extend the initial term of this MOU on terms that are mutually agreed to in writing by both the SHERIFF and the USER. Either party may terminate this MOU by providing the other party written notice not less than sixty (60) days prior to the date of termination.

2. FEES/CONSIDERATION.

There shall be no fees charged to the USER by the SHERIFF during the initial term of this MOU. As consideration for this MOU, the sufficiency of which is hereby acknowledged, the SHERIFF and the USER jointly recognize that each will benefit from increased access to professional training by law enforcement officers throughout Stark County and the State of Ohio. By subsequent addendum, the SHERIFF and the USER may agree to fees/consideration on terms that are mutually agreed to in writing by both the SHERIFF and the USER.

3. RESPONSIBILITIES.

A. The SHERIFF agrees that:

- i. Subject to availability, the SHERIFF shall allow the USER to make non-exclusive use of the common facilities at the LETC during normal business

hours which shall be determined by the SHERIFF and subject to change at the sole discretion of the SHERIFF.

- ii. The SHERIFF may make the LETC available to the USER outside of normal business hours and may grant the USER the exclusive right to use common facilities or designated spaces at the LETC provided the USER obtains prior written approval from the SHERIFF or his designee.
- iii. The SHERIFF shall promulgate rules and guidelines governing use of the LETC by the USER. Any such rules and guidelines are incorporated herein by reference and made a part hereof as if fully rewritten.

B. The USER agrees that:

- i. The USER shall be responsible for ensuring that any person making use of the LETC on behalf or for the benefit of the USER complies with any and all rules and guidelines, as established by the SHERIFF from time to time, governing use of the LETC.
- ii. The USER shall utilize the online TimeTap system to schedule use of the LETC in advance.
- iii. The USER shall not allow any individual making use of the LETC on behalf of or for the benefit of the USER to make alterations or modifications to the LETC, including, but not limited to, modifying, disconnecting, or connecting any information technology or data systems at the LETC.
- iv. Should the USER cause any risk of increased liability exposure, the SHERIFF may request that the USER procure and maintain adequate amounts of insurance to cover any loss or liability attributable to the USER or any person making use of the LETC on behalf of or for the benefit of the USER.
- v. The USER shall be liable to the SHERIFF for any and all damage to the LETC, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, attributable to, or result from USER's presence in and use of the LETC.

4. RELEASE/HOLD HARMLESS.

- A. The SHERIFF and the USER acknowledge that this MOU is entered into between public entities for a public purpose.
- B. The USER shall release and hold harmless the SHERIFF and the Board of Stark County Commissioners, together with their respective agents, employees, officials, offices, and assigns, from any and all claims, suits, damages, and expenses arising out of injury, illness, death or loss or damage to property directly or indirectly arising

out of or resulting from any use of the LETC by USER and any other person using the LETC on behalf or for the benefit of USER or any activity related to USER's presence upon or adjacent to the LETC.

5. DISCLAIMER.

EXCEPT AS SET FORTH IN THIS MOU, THE USER WAIVES AND RELEASES THE SHERIFF FROM ANY AND ALL EXPRESS OR IMPLIED OBLIGATIONS OR WARRANTIES, INCLUDING BUT NOT LIMITED TO OBLIGATIONS OR WARRANTIES OF TITLE, PHYSICAL CONDITION, DELIVERY, PEACEFUL POSSESSION, WORKMANLIKE PERFORMANCE, MAINTENANCE, REPAIR, OR OTHER OBLIGATIONS OR WARRANTIES UNDER ANY THEORY OF LAW. THE USER ACKNOWLEDGES THAT THE FEES STIPULATED IN THIS AGREEMENT WERE NEGOTIATED BASED UPON THE LETC'S PRESENT CONDITION. THE USER'S SOLE REMEDY IN THE EVENT OF ANY DEFECT, CONDITION, LOSS OF PEACEFUL POSSESSION OF THE LETC, OR OTHER MATTER, SHALL BE TO TERMINATE THIS AGREEMENT WITH NO REFUND DUE FOR ANY FEES PREVIOUSLY PAID.

6. NO WAIVER.

No delay or failure by either party to exercise any right under this MOU, and no partial or single exercise of that right, constitutes a waiver of that or any other right, unless otherwise expressly provided in this MOU

7. COMPLIANCE WITH LAWS.

The parties in the execution of the duties and obligations under this MOU agree to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.

8. MODIFICATION.

Any modification of this MOU to be valid must be in writing and signed by the SHERIFF and the USER.

9. NON-ASSIGNMENT.

The SHERIFF and the USER agree not to assign their respective duties under this MOU without written consent from the other.

10. NO OBLIGATION/BENEFIT TO THIRD PARTIES.

None of the obligations and duties of either party to this MOU shall in any way be deemed to create any obligations or duties of any third party. It is expressly understood and intended by the parties that this MOU shall not create or inure to the benefit of any third parties unless expressly stated herein.

11. JURISDICTION.

This MOU will be governed by the laws of the State of Ohio without regard to conflict of laws principles. Any litigation arising under this Agreement must be litigated in the Stark County Court of Common Pleas, and the SHERIFF and the USER consent to the jurisdiction and venue of that court.

12. ENTIRE AGREEMENT.

This MOU and all documents incorporated herein by reference constitutes the entire agreement between the parties.

13. SEVERABILITY.

If any term, covenant or condition of this MOU or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable, then the remainder of this MOU, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held to be invalid or unenforceable, shall not be affected, and each term, covenant or condition of this MOU shall be valid and shall be enforced to the fullest extent permitted by law

14. COUNTERPART.

This MOU may be executed in two or more counterparts, each of which shall be deemed an original but all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties intending to be legally bound have executed this MOU and the effective date will be the date set forth in Section 1 of this MOU.

THE BOARD OF PARK
COMMISSIONERS
FOR THE STARK COUNTY PARK
DISTRICT
("USER")

By: _____
Title: _____
Dated: _____

STARK COUNTY SHERIFF
("SHERIFF")

By: _____
George T. Maier, in his capacity
as the Stark County Sheriff

Dated: _____

APPROVED AS TO FORM AND
SUFFICIENCY:

WILLIAM F. MORRIS

LAW OFFICES

520 EAST MAIN STREET – SUITE 200
ALLIANCE, OHIO 44601

TELEPHONE (330) 823-3575
wfmorrislaw@att.net

November 2, 2021

Ms. Corianne Kocarek
Stark County Park District
5300 Tyner Street NW
Canton, OH 44708

Re: Memorandums of Understanding
Use of Stark County Law Enforcement Training Facility
Stark County Sheriff's Office and Stark County Park District

Dear Ms. Kocarek:

Please find enclosed the **original** Memorandums of Understanding for the use of the Stark County Law Enforcement Training Facility located at 143 1st Street NE, Massillon, Ohio 44646 between the Stark County Sheriff's Office and the Stark County Park District. The same is approved as to legal form and sufficiency.

Sincerely,

William F. Morris
Attorney at Law

WFM:ram
Enclosure