

ORDINANCE C-07-13

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO COUNTYWIDE MUTUAL AID AGREEMENTS FOR LAW ENFORCEMENT

WHEREAS, under Ohio law, municipalities are permitted to enter into mutual aid agreements with other public entities for law enforcement services; and

WHEREAS, the last time this was done on a countywide basis in Franklin County was 1973; and

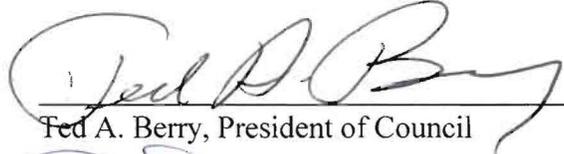
WHEREAS, a sub-committee from the Franklin County Chief's Association and Franklin County Prosecutors Office have updated the agreements; and

WHEREAS, one of the proposed agreements allows for mutual aid in emergency situations, while the other proposed agreement allows for the sharing of resources and personnel in non-emergency situations.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT

SECTION 1. The City Administrator is hereby authorized to execute the Mutual Aid Agreement for Law Enforcement attached hereto as Exhibit A and the Emergency Mutual Aid Agreement attached hereto as Exhibit B.

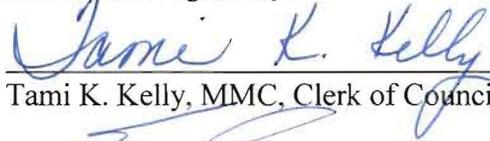
SECTION 2. This ordinance shall take effect at the earliest opportunity allowed by law.



Ted A. Berry, President of Council



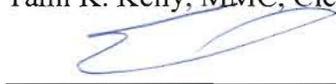
Richard L. Stage, Mayor



Tami K. Kelly, MMC, Clerk of Council

Passed: 02-04-13
Effective: 03-06-13

Attest:



Stephen J. Smith, Director of Law

I Certify that this ordinance is correct as to form.

C-07-13

EXHIBIT A

**FRANKLIN COUNTY, OHIO
MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT**

WHEREAS, Revised Code Sections 311.29, 505.43, 505.431, 737.04, 1545.131, 3345.041, and 4582.31 allow municipal corporations, townships, township police districts, county sheriffs, park districts, port authorities, colleges and universities to enter into contracts for the purpose of obtaining police protection or additional police protection, or to allow its police officers to work in multi-jurisdictional drug, gang, or career criminal task forces, upon any terms that are agreed for services of police departments, the use of police equipment, or the interchange of services of police departments or police equipment within the territories of the various entities; and

WHEREAS, the undersigned parties intend to provide reciprocal police services across jurisdictional lines, consistent with the foregoing statutes, to enhance the capabilities of law enforcement for the protection of citizens and property throughout Franklin County; and

WHEREAS, the undersigned parties (referred to herein, individually "Agency", collectively "Agencies") intend to provide and exchange the full array of police services with any or all other parties without limitation, but generally in accord with the following guidelines; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. COOPERATIVE ENFORCEMENT WITHOUT REQUEST

The Agencies recognize that criminal activities routinely occur across jurisdictional lines, and that cooperation between Agencies can increase the effectiveness of law enforcement throughout Franklin County. Any Agency or Agencies may proceed without request from a cooperating Agency generally according to the following guidelines:

A. In-Progress Crime Assistance Without Request

1. Whenever an on-duty law enforcement officer from one jurisdiction views or otherwise has probable cause to believe a criminal offense has occurred outside the officer's home jurisdiction but within the jurisdiction of a cooperating Agency, the officer may make arrests according to law and take any measures necessary to preserve the crime scene. Control of any arrested persons, evidence and the crime scene shall be relinquished to the first available officer from the jurisdiction within which the crime took place. The arresting officer may immediately transport or relocate any arrested persons or evidence if the officer determines that remaining at the crime scene could endanger the officer or others, or threaten the preservation of evidence.

2. Whenever an on-duty law enforcement officer from one jurisdiction views or otherwise has probable cause to believe that a serious traffic offense has occurred within the jurisdiction of another cooperating Agency, the law enforcement officer may stop, arrest or cite the suspected violator according to law. Under this Agreement, a serious traffic offense is one which jeopardizes public safety and/or constitutes a misdemeanor of the fourth degree or a higher offense. The traffic violator shall be turned over to the first available officer from the cooperating Agency for completion of all necessary processing. The initiating officer shall provide any further assistance to the extent necessary for subsequent court proceedings.

B. Investigations Outside Original Jurisdiction

On-duty officers from one Agency may, without request or prior notice, continue to conduct investigations that originate within their home jurisdiction into the jurisdiction of any cooperating Agency. If enforcement action is anticipated, the location and nature of the investigation shall be reported to the appropriate cooperating Agency as soon as practicable. Subsequent arrests, search warrant service or similar police actions shall be coordinated between affected Agencies.

C. Independent Police Action

The police department of any cooperating Agency may provide temporary police protection service to any cooperating Agency without request.

II. COOPERATIVE ENFORCEMENT UPON REQUEST

The Agencies recognize that special public safety incidents occasionally occur that require the services of additional law enforcement personnel. Such additional services may be provided by or to any cooperating Agency generally according to the following guidelines:

A. Dangerous Criminal Activity

Whenever one Agency reports criminal activity, and that Agency is unable to provide the immediate response necessary to prevent death, serious physical harm or substantial property loss as a result of a said criminal activity, the Agency may request police services of any nature from any other Agency.

B. Searches for Fugitive or Wanted Person

When one Agency is conducting a search for a fugitive person whose presence is reasonably believed to be within the Agency jurisdiction, and immediate police assistance is reasonably necessary to apprehend or prevent the escape of the fugitive or to protect the safety of persons and property from imminent danger related to said fugitive, the Agency may request police services from any other Agency.

C. Traffic Control Assistance

1. Whenever a traffic accident involving suspected injuries, a driver under the influence (OVI) or other serious traffic violation is reported to the jurisdiction in which the accident occurred, and the Agency is unable to provide the immediate response necessary to render aid to the injured, prevent further injury, prevent serious property loss, or arrest a suspected OVI violation, the Agency may request assistance from any other Agency. The cooperative effort may include necessary first

aid, traffic control, accident scene protection, property protection, and detention of any suspected OVI or serious traffic violators as soon as possible.

2. Hazardous Traffic Conditions Assistance

a. In a situation where automated traffic control devices located within the jurisdictional boundaries of one Agency have malfunctioned and a traffic accident is imminent unless control is established immediately, assistance from another cooperating Agency may be provided upon request of the affected jurisdiction.

b. Where an incident occurs on or near a roadway creating the imminent danger of a traffic accident, assistance from a cooperating Agency may be provided upon request of the affected jurisdiction.

D. General Police Service

1. Any incident may form the basis for the request of police services from one or more cooperating Agencies when police assistance is reasonably necessary to protect the safety of persons and property.

2. Police services, including but not limited to routine patrol services, may be requested and supplied by cooperating Agencies for limited-time special events or for extended time periods based on need. Such services may include the facilitation of personnel by their employing Agency for the provision of police protection to a requesting Agency for voluntary, special event details performed while such personnel are not on duty for the employing Agency ("Off-Duty Details"). No Agency is required to facilitate or otherwise provide volunteer personnel for Off-Duty Details. Moreover, any Agency may prohibit its personnel from engaging in such Off-Duty Details to the extent allowed by law.

E. Specialized Law Enforcement Operations

In addition to the law enforcement services described above, parties to this Agreement may request Specialized Law Enforcement Operations, defined as a Special Weapons and Tactics Team ("SWAT"), underwater search and recovery operations, or any other operation involving a task force, multi-jurisdictional team, or substantially similar operation of a specialized or unique nature.

III. GENERAL TERMS AND PROCEDURES

A. A request for police services may be made by the commander of the law enforcement Agency, or his designee. The designee must be of supervisory rank or the senior shift officer when no supervisor is present.

B. A cooperating Agency may provide police services only to the extent that the personnel and equipment are not required for the adequate protection of that Agency's jurisdiction. The commander of the law enforcement Agency, or his designee, shall have the sole authority to determine the amount of personnel and equipment, if any, available for assistance.

C. Whenever employees of one cooperating Agency provide police services in or to another cooperating Agency pursuant to the authority set forth in this Agreement, other legislative authority or state law, such employees shall have the same powers, duties, rights and immunities as if taking action within the territory of their employing Agency. Revised Code Chapter 2744 shall apply to the extent specified in Revised Code Sections 505.43, 505.431, 737.04, 1545.131, 3345.041, and 4582.31 or as otherwise provided by law. Moreover, participation in any indemnity fund established by the employer, and all rights under Revised Code Chapter 4123, shall apply to the extent set forth in Revised Code Sections 311.29, 505.43, 505.431, 737.04, 1545.131, 3345.041, and 4582.31 or as otherwise provided by law.

D. Whenever employees of one cooperating Agency provide police services to another cooperating Agency, they shall be under the lawful direction and authority of the commanding law

enforcement officer of the Agency to which they are rendering assistance. Officers shall be subject to the code of ethics, policies, and rules and regulations of their employing Agency at all times.

E. Police services may be initiated by any on-duty officer who has probable cause to believe a crime is in progress. Such police services may also be initiated by on-duty officer who becomes aware of a traffic accident, the need for traffic control, a suspected OVI, a serious traffic violator or other circumstance requiring law enforcement intervention in another cooperating Agency jurisdiction. The officer must contact his immediate supervisor to enable that supervisor to authorize and direct actions taken by the employee.

F. An on-duty officer initiating police services shall notify a law enforcement officer from the affected cooperating Agency as soon as possible. As appropriate, the assisted cooperating Agency shall relieve the officer as soon as possible.

G. All wage and disability payments, pension, worker's compensation claims, medical expenses or other employment benefits for employees performing pursuant to this Agreement shall be the responsibility of the employing Agency to the same extent as if the employee were providing service for the employing agency, unless the requesting Agency is reimbursed for such costs from another source. Additionally, except as specifically provided in this Agreement, each Agency shall be responsible for the negligence or wrongdoing of its employees to the extent provided by law. Except as specifically provided herein, nothing in this Agreement shall impose any greater duty or obligation on an employing agency than provided by law, including as to Off-Duty Details.

H. Each cooperating Agency shall be responsible for any costs arising from the loss of or damage to the Agency's equipment or property while providing police assistance services within any other cooperating Agency.

IV. ADDITIONAL PROVISIONS

A. The terms of this Agreement shall be in continuous effect for each participating Agency from the date the authorized signature for such Agency is affixed hereto. Any Agency may revoke its future contractual obligations hereunder only upon sixty (60) days written notice to each of the other participating Agencies by certified mail or other means of delivery for which a receipt is available.

B. This Agreement is intended solely to set forth certain arrangements for the provision of mutual aid where practicable. Therefore, the parties do not intend for any third party to rely on the provisions of this Agreement, and specifically disclaim intent to create any third party beneficiary with rights under the Agreement. Moreover, there shall be no liability whatsoever upon any Agency arising out of this Agreement, whether to other Agencies, third parties, or otherwise, for the Agency's failure to fully or partially respond to a call for assistance, whether due to the Agency's equipment and/or employees being otherwise engaged, exigent circumstances, or for any other reason.

C. The Franklin County Prosecuting Attorney shall serve as the depository for this Agreement unless otherwise agreed by the parties in writing or by custom and practice.

D. Parties may be added or deleted from this Agreement, and other terms may be modified, by written addendum without restating the entire Agreement.

E. This Agreement may be executed in counterparts.

To evidence [county, city, village, township, park district, port authority, college or university]'s agreement to this Agreement, its representatives have signed it and delivered a copy of the Agreement to the Franklin County Prosecuting Attorney.

[county, city, village, township, park district, port authority, college or university]

(Mayor, Trustee, Safety Director, Executive)

(Clerk or Attested)

Filed with the Franklin County Prosecuting Attorney on [date].

C-07-13
EXHIBIT B

**FRANKLIN COUNTY, OHIO
EMERGENCY MUTUAL AID AGREEMENT**

WHEREAS, it is the desire of certain political subdivisions, colleges and universities in and around Franklin County, Ohio to provide for their citizens more efficient police protection in emergency situations and during those actual or potential conditions that pose an immediate threat to life or property and exceed the capability of a local agency to counteract successfully; and

WHEREAS, it is the desire of these certain political subdivisions, colleges and universities in and around Franklin County, Ohio to provide for mutual assistance by the interchange and use of their police department personnel and equipment within the various political subdivisions, colleges and universities; and

WHEREAS, political subdivisions, colleges and universities in and around Franklin County have the power to enter into contracts for the purpose of providing emergency police protection in other political subdivisions, under Ohio Revised Code Sections 311.29, 505.43, 505.431, 737.04, 1545.131, 3345.041, and 4582.31; and

NOW, THEREFORE, in consideration of the premises, and the mutual promises, covenants, and conditions contained herein, the parties hereto agree as follows:

1. Each political subdivision, college and/or university which is a party to this Agreement agrees to furnish upon request of another police department by the highest ranking officer of the requesting agency on duty at the time of the emergency, such police manpower and equipment as is requested by the requesting agency that is a party to this Agreement in so far as such manpower and equipment is available in the opinion of the highest ranking officer on duty of the police department receiving the request for aid.

2. Any police manpower or equipment furnished upon request may be recalled at the sole discretion of the highest ranking office on duty of the police department furnishing such manpower and equipment.
3. There shall be no reimbursement between the Parties for loss or damage to equipment while engaged in activity in accordance with this Agreement, nor shall there be any reimbursement for any indemnity award or premium contribution assessed against the employing political subdivision for workers compensation benefits arising by reason of injury or death to a member of the agency while engaged in rendering services under this Agreement.
4. Police personnel acting outside the subdivision in which they are employed may participate in any pension or indemnity fund established by their employer to the same extent as while acting within the employing subdivision. Police personnel shall also be entitled to all rights and benefits of sections 4123.01 to 4123.94, inclusive, of the Ohio Revised Code, to the same extent as when working in the subdivision in which they are employed.
5. No party to this Agreement shall charge another party for services under this Agreement. The consideration for this Agreement is the mutual increase in police protection.
6. Each party shall assume the risk of liability from its own actions or omissions or the actions or omissions of its employees and agents. No party agrees to insure, defend, or indemnify any other party.
7. The Parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed to create such status.

8. The officer in charge of the police force requesting assistance shall have full charge and authority over any assisting equipment and personnel.
9. This Agreement shall be effective between each party who has signed this Agreement from the date such party has signed the Agreement for a period of three (3) years and shall automatically renew for successive periods of three (3) years.
10. Any party may withdraw from this Agreement by providing sixty (60) days notice by certified mail to all other parties to this Agreement and to the Franklin County Prosecuting Attorney.
11. Police personnel shall be deemed to be acting within the scope of their employment when en route to, en route from, and assisting a party under this Agreement. The assisting personnel shall have the same power, duties, rights, and immunities as if they were taking action within the territory in which they are employed.
12. By entering this Agreement, the Parties do not waive any governmental immunity. Each party specifically retains all immunities and defenses available to it by law.
13. This Agreement shall be open to all political subdivisions, colleges and universities within Franklin County, including the County itself, and may be executed by any number of political subdivisions, colleges and universities within Franklin County, all of which shall be considered a single counterpart.
14. Each party shall file a copy of this Agreement with the Franklin County Prosecuting Attorney who will retain a copy of each party's agreement and provide notice of the party's acceptance of this Agreement to the other parties to the Agreement.

15. There shall be no liability, responsibility, or cause of action for breach of contract between any parties to this Agreement if a request for assistance is denied, delayed, or inadequate, or, if furnished assistance is not needed upon arrival.

16. This Agreement is the final, complete, and exclusive statement of the parties' agreement on the matters contained in this Agreement. It supersedes all previous negotiations and agreements.

17. Any modifications to this Agreement must be in writing and approved by the Parties.

To evidence [county, city, village, township, park district, port authority, college or university]'s agreement to this Agreement, its representatives have signed it and delivered a copy of the Agreement to the Franklin County Prosecuting Attorney.

[county, city, village, township, park district, port authority, college or university]

(Mayor, Trustee, Safety Director, Executive)

(Clerk or Attested)

Filed with the Franklin County Prosecuting Attorney on [date].