

ORDINANCE NO. 53 -82

By John H. Gering

An ordinance to authorize the Mayor and Auditor to enter into a contract with the Director of Public Safety, City of Columbus, for the services, when necessary, of the Columbus Police Crime Scene Search Unit.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:

Section 1. That in order to fulfill the obligations of the City for investigating serious incidents of crime within the City of Bexley it will be necessary from time to time to "process" the crime scene, which services are best performed by experienced personnel of the Columbus Police Crime Scene Search Unit.

Section 2. That in the past these services have been provided at no cost to other law enforcement agencies as a courtesy; however, due to increased cost of personnel, supplies and equipment, the City of Columbus now seeks reimbursement from the law enforcement agencies which desire these services.

Section 3. That in order to secure the availability of such services when and if they are needed, the Mayor and the Auditor are hereby authorized to enter into a contract with the City of Columbus, a copy of which is attached and made a part hereof, agreeing to provide payment as set forth therein on an hourly basis for the use of the Police Crime Scene Search Unit when such services are requested by the Chief, Bexley Police Department, or his designated representative.

Section 4. That this Ordinance shall go into effect and be in force from and after the earliest period provided by law.

Passed Oct 26, 1982

Charles Thomas Christy  
President of Council

Attest

John H. Gering  
Clerk of Council

Approved Oct 26, 1982

Donald H. Madson  
Mayor

*Oct 26, 1982. First reading  
Rules suspended  
adopted*

TOM HONDI  
Mayor  
BERNARD T. CHUPKA  
Director



*Copy to file*  
CHARLES R. WENNER  
Assistant Director

CITY OF COLUMBUS  
OHIO

DEPARTMENT OF PUBLIC SAFETY  
90 WEST BROAD STREET  
43215

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RECEIVED  
10-22-82  
W7

Mayor David Madison  
City of Bexley  
2242 East Main Street  
Bexley, Ohio 43209

614-227-8210

September 14, 1982

Dear Mayor Madison:

In the past, the Columbus Police Crime Scene Search Unit provided services to other law enforcement agencies as a courtesy. Due to the increased cost of personnel, supplies and equipment, we are no longer able to provide these services free of charge.

I have been authorized by City of Columbus Ordinance No. 1154-82 to enter into contracts for the performance of services by the Columbus Police Crime Scene Search Unit for other governmental law enforcement agencies which desire these services.

I have attached a copy of the contract form which must be signed if your agency is interested in receiving the services of our Crime Scene Search Unit.

If you are interested in receiving these services, please make a copy of the contract, sign both copies and forward both copies to me.

I will then sign the copies and forward one for your file.

I appreciate your cooperation in this necessary adjustment.

Very truly yours,

*Bernard T. Chupka*

BERNARD T. CHUPKA  
Director of Public Safety

cc: Chief Earl Burden, Columbus Division of Police

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CONTRACT FOR SERVICES OF  
CRIME SCENE SEARCH UNIT  
COLUMBUS DIVISION OF POLICE  
COLUMBUS, OHIO

This contract is made and entered into at Columbus, Ohio this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, pursuant to Ordinance No. 1154-82, adopted by the City Council of the City of Columbus, Ohio at its June 21, 1982 meeting, by the City of Columbus, acting through the Division of Police, Department of Public Safety, hereinafter referred to as the "City".

and

\_\_\_\_\_ acting through its \_\_\_\_\_, hereinafter referred to as the "Contracting Agency", pursuant to the authority granted by \_\_\_\_\_ on \_\_\_\_\_; for the purpose of providing the services of the Columbus Division of Police, Crime Scene Search Unit.

IT IS HEREBY AGREED among and between the said City and the Contracting Agency that the said City shall provide on an availability basis the services of the Columbus Division of Police Crime Scene Search Unit in the processing of a crime scene as requested by a representative of the Contracting Agency as set forth below. The said Contracting Agency agrees to pay the city the amount of One Hundred and Fifty Dollars (\$150.00) for the first hour or portion thereof, spent by the Crime Scene Search Unit in "processing a crime scene". Moreover, the Contractor further agrees to pay the additional amount of Seventy-Five Dollars (\$75.00) for each half hour period or portion thereof spent processing the crime scene subsequent to the initial first hour.

First hour or portion thereof is ..... \$150.00

Each subsequent half hour or portion thereof.... \$ 75.00

The City shall invoice the Contracting Agency for the services performed. The Contracting Agency shall make payment to the City of Columbus, in care of the Business Office, Columbus Division of Police, Columbus, Ohio, within thirty days upon receipt of the said invoice.

The "processing of a crime scene" means the amount of time actually spent at the scene of a crime by the Crime Scene Search Unit's personnel.

The "services" provided by the Crime Scene Search Unit shall include the following:

1. The use of the Crime Scene Search Unit's personnel, equipment and supplies;
2. The collection, identification and initial storage of evidence, and advising and assisting the investigators in evaluating physical evidence; evidence shall be stored no longer than necessary for the purposes of evaluating it;
3. The photographing of the scene, and the development of the photographs and the presentation of a proof sheet containing all photographs taken at the scene, but not the printing or production of individual photographs;
4. Latent fingerprint examination of the scene, but not a fingerprint comparison by the Identification Bureau;
5. Measuring and sketching the scene for a crime scene diagram;
6. The production of a summary and finished sketches of the scene;
7. Latent fingerprint examination by chemical processes usually performed at Columbus Police Crime Lab from evidence collected at the scene;
8. Morgue follow-up services such as the fingerprinting of victim(s), photographing of victim(s) wounds, an anatomical outline of victim(s), a trace metal detection test (T.M.D.T.) of the victim, the collection and identification of the victim(s) hair, blood, clothing and other evidence contained on the victim(s), and a typed summary of the morgue follow-up;
9. The testimony of the Crime Scene Search Unit's personnel at trial including court layouts to assist in testimony presentation;

Not included in the services provided by the Crime Scene Search Unit under this contract are the following:

1. The printing and production of individual photographs taken at the crime scene;
2. A comparison evaluation of latent fingerprints by the Identification Bureau;

3. Other than as stated above, the services commonly provided and contracted for by the Columbus Police Crime Lab;
4. A morgue follow-up as provided above when there is no processing of a crime scene, (such services are contracted out by the Police Crime Lab)

The parties to this contract further agree that either party may terminate this agreement upon written notification to the other party indicating an intent to terminate the contract within sixty days.

IT IS ALSO AGREED among and between the said parties that the processing of a crime scene for physical evidence shall be under the complete supervision and direction of the Crime Scene Search Unit's personnel, considering that the city's needs for personnel and equipment would take precedence over the Contracting Agency's needs even if the Contracting Agency's scene had already been started.

IN WITNESS WHEREOF, the parties to the Agreement have hereunto set their hands and seals and have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

CONTRACTING AGENCY

CITY OF COLUMBUS

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_