

ORDINANCE NO. 26 -01

By: Jeffrey L. McClelland

An Ordinance to authorize the Mayor and Auditor to enter into a mutual aid agreement with the City of Reynoldsburg and, from time to time, with other political subdivisions for law enforcement purposes as provided in Section 737.04 of the Ohio Revised Code.

WHEREAS, Section 737.04 of the Ohio Revised Code authorizes the legislative authority of a municipal corporation to enter into agreements with one or more other political subdivisions with respect to the services of police departments and the use of police equipment within the several jurisdictions of the contracting subdivisions in order to obtain additional police protection and to allow participation in multi-jurisdictional law enforcement matters; and

WHEREAS, the City presently has mutual aid agreements with certain municipalities and may, from time to time, find it desirable to enter into additional mutual aid agreements; NOW, THEREFORE,

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

Section 1. That the Mayor and Auditor are hereby authorized and directed to enter into a mutual aid agreement with the City of Reynoldsburg substantially in the form attached hereto and, from time to time, with other political subdivisions in accordance with Section 737.04 of the Ohio Revised Code on substantially the same terms and conditions.

Section 2. That this Ordinance shall be effective from and after the earliest period allowed by law.

Passed: 5/8, 2001

Anne H. Pallen
President of Council

Attest: Richard A. Lewer
Clerk of Council

4/10/01 First reading
4/24/01 Second reading
5/8/01 Third reading, Passed

Approved: 5/8, 2001

David H. Madison
David H. Madison, Mayor

MUTUAL AID COMPACT

WHEREAS, it is the desire of the City of Reynoldsburg ("The City") and the City of Bexley, to provide for their citizens more efficient police services in emergency situations during those actual or potential conditions that pose an immediate threat to life or property and exceed the capability of the agencies to counteract successfully; and,

WHEREAS, it is the desire of the City of Reynoldsburg and the City of Bexley to provide for mutual assistance by the interchange and use of the police department personnel and equipment; and,

WHEREAS, the City of Reynoldsburg and the City of Bexley have the power to enter into contracts for the purpose of providing police services in other jurisdictions under Ohio Revised Code Section 505.43, 511.235, 737.04, 1545.131 and 3345.041;

NOW, THEREFORE, be it agreed by the parties hereto, each in consideration of the mutual promises and obligations herein by the other;

SECTION 1. In the event of an emergency as defined in the Ohio Revised Code Chapter 2744 or determined by the entity requiring assistance, each political subdivision agrees to furnish, upon request, such police services as are requested by the other insofar as such services are available in the opinion of the Chief of Police, or highest ranking on duty police supervisor of the subdivision from who assistance is requested.

SECTION 2. In a non-emergency situation, the City of Reynoldsburg may provide police services to the City of Bexley and the City of Bexley may provide police services to the City of Reynoldsburg as is requested by the other insofar as such services are available. Request for non-emergency police services shall be approved by the Chief of Police on behalf of the City of Reynoldsburg and by the Chief of Police of the City of Bexley.

SECTION 3. It is agreed that there shall be no reimbursement for loss or damage to equipment or other property while engaged in activity in accordance with this agreement.

SECTION 4. It is further agreed that police department 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. Those personnel shall be entitled to all the rights and benefits of Chapter 4123 of the Ohio Revised Code, to the same extent as while performing services with the subdivision in which they are employed.

Chief will supply copy after signed

SECTION 5. It is further agreed that the consideration herein is derived from the mutual benefit to each of the parties in increased police services, and that no charge shall be made for services rendered under the provisions of this agreement.

SECTION 6. It is further agreed that the senior police officer who is in charge of the political subdivision *which requested such assistance, shall have full charge and authority over any assisting equipment and personnel responding to such request; however, at all times officers shall adhere to the policies and procedures of their own department, and shall be required to respond to lawful orders only.*

Where the provided assistance involves the loan of a specialized SWAT, hostage negotiation, bomb disposal, or canine unit, the command officer of that specialized unit shall be responsible for implementation of the mission, as determined by the field commander of the requesting agency.

When taking law enforcement actions at the emergency site, including uses of force, officers from the responding agency shall utilize only those weapons and tactics that they have been trained and deemed qualified to use.

SECTION 7. It is further agreed that this compact shall be in effect between the parties on and after the date of execution by such parties for a period of three (3) years and shall be automatically renewed for successive periods of three (3) years, except any party may withdraw by giving notice of its intentions to withdraw by registered mail to the other party.

SECTION 8. It is further agreed that all personnel of the responding political subdivision, when responding to a call for assistance, shall be acting within the scope of their employment while en route to, en route from and while acting within the territory of the requesting political subdivision. It is further agreed that Chapter 2744 of the Ohio Revised Code, insofar as it applies to the operations of police departments, shall apply to the political subdivisions which are parties hereto and to police department personnel when they are rendering service outside their own subdivision pursuant to this agreement.

SECTION 9. It is mutually agreed by the parties that if a request for assistance is denied, delayed, inadequate or, if furnished assistance is not needed upon arrival, there shall be no liability, responsibility, nor cause for action for breach of this contract.

SECTION 10. It is mutually agreed by all parties to this compact that they will commit to the development of written implementation and operational procedures.

