



Office of the City Manager
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Memo

To: Members of Dublin City Council
From: Marsha I. Grigsby, City Manager *MIG*
Date: January 24, 2013
Initiated By: Heinz von Eckartsberg, Chief of Police
Re: Ordinance 09-13 - Franklin County Emergency Mutual Aid Agreement

Background

The Franklin County Prosecutor's Office has recently completed a full review and revision of the Mutual Aid Agreement for law enforcement agencies in Franklin County. As a result of this review, the prosecutor's office has recommended the adoption of an emergency mutual aid agreement between all political subdivisions and jurisdictions within Franklin County.

This agreement is consistent with past mutual aid agreements and provides for cooperation between the various political subdivisions in emergency situations. It is consistent with what is permitted under Ohio law.

The services under this agreement are unique in that they are done on a no fee basis and are subject to availability and recall at any time. Thus, under this agreement, the City would maintain control over its resources. Additionally, this agreement, by its own terms, is non-binding in the sense that it does not impose any liability on the political subdivisions for failure to act or respond in emergency situations. Finally, it should be noted that in the event that the City were to provide equipment and/or services under this agreement to another political subdivision, the City would be afforded the same immunities under Ohio law that it would have if the equipment and/or services were being used in the City.

Recommendation

The Dublin Division of Police and the Law Department recommend adoption of Ordinance 09-13 at the second reading/public hearing on February 11, 2013.

RECORD OF ORDINANCES

Ordinance No. 09-13

Passed _____, 20____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AN EMERGENCY MUTUAL AID AGREEMENT WITH VARIOUS JURISDICTIONS WORKING IN CONJUNCTION WITH FRANKLIN COUNTY

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

WHEREAS, the immunity afforded the City under Ohio law would still be applicable in the event that the City provided equipment and/or services pursuant to a mutual aid agreement.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Dublin, State of Ohio, _____ of its elected members concurring, that:

Section 1. The City Manager is hereby authorized to execute the emergency mutual aid agreement (attached as Exhibit "A") with certain political subdivisions, colleges, and universities in and around Franklin County and working in conjunction with Franklin County for the interchange of public safety-related equipment and/or services.

Section 2. This Ordinance shall take effect and be in force from and after the earliest date permitted by law.

Passed this _____ day of _____, 2013.

Mayor - Presiding Officer

ATTEST:

Clerk of Council

**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 officer 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].