

REQUESTED BY:
NOVAK -LARSON-GREATHOUSE-FORTE
SAFFOLD-WHITE-BROWN-STEINBECK

LAW DEPARTMENT
DRAFT NO.0139

TITLE

AN ORDINANCE FOR THE PURPOSE OF AUTHORIZING THE MAYOR AND DIRECTOR, ON BEHALF OF THE CITY OF WARREN, TO EXECUTE AN AGREEMENT FOR MUTUAL AID FOR POLICE PROTECTION WITH VARIOUS OTHER POLITICAL SUBDIVISIONS, AND DECLARING AN EMERGENCY.

ORDINANCE NO. 13023/2021

WHEREAS, it is the intent and desire of the City of Warren to continue to provide police protection in those emergency situations where the threat to life or property may exceed the capability of the City of Warren to then adequately provide such police protection; and

WHEREAS, in return, it is the intent and desire of the City of Warren to assist other political subdivisions in a like situation; and

WHEREAS, the City of Warren has the authority per the Ohio Revised Code to enter into mutual aid agreements with other political subdivisions for police protection; NOW THEREFORE

BE IT ORDAINED by the Council of the City of Warren, State of Ohio:

Section 1: That the Mayor and Director be, and hereby are, authorized, for and on behalf of the City of Warren, to enter into a written agreement with other political subdivisions for the mutual provision of police protection and aid.

Section 2: That any such agreement as provided for in Section 1 of this Ordinance shall be in substantial compliance and conformity with the "AGREEMENT" which is attached hereto as Exhibit "A", the terms and conditions of said attached "AGREEMENT" being hereby approved and authorized by this Council. Said Exhibit "A" is hereby incorporated herein, for all purposes, as if fully rewritten herein.

Section 3: That the agreement shall first be approved by the Law Director, and the City Auditor be, and hereby is, authorized to disburse any funds upon receipt of proper vouchers, signed by the proper persons, for the stated purpose and for no other purpose.

Section 4: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, welfare and safety, and for the further reason that the ability of the City of Warren to provide and receive police protection and aid in emergency situations be more fully insured at the earliest possible time and without any undue delay. WHEREFORE, this Ordinance shall take effect and be in force from and after the date of its passage.

Passed in Council this 9TH day of

June 2021.

SIGNED: [Signature]
PRESIDENT OF COUNCIL

ATTEST: [Signature]
CLERK

FILED WITH THE MAYOR: 6-9-2021

DATE APPROVED: 6-9-2021

[Signature]
MAYOR, CITY OF WARREN, OHIO

Exhibit "A" to Draft No. 0139

MAHONING/COLUMBIANA/TRUMBULL COUNTY LOCAL GOVERNMENT MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT

THE UNDERSIGNED local governments and law enforcement agencies (hereinafter the Agency or Agencies) in Mahoning, Columbiana, and Trumbull Counties, Ohio, have entered this mutual aid agreement pursuant to Sections 505.431, 737.041, and 3345.041 of the Revised Code and pursuant to any other applicable local government authority including home-rule. This agreement has been executed for the purpose of providing reciprocal police services across jurisdictional lines to enhance the capabilities of law enforcement to protect citizens and property throughout Mahoning, Columbiana, and Trumbull Counties. Each undersigned local government Agency acknowledges the adoption of and shall provide a certified copy of a resolution by the appropriate legislative authority authorizing the terms of this agreement, authorizing the provision of police services to any other Agency pursuant to the terms of Section 505.431, 737.041 and 3345.041 of the Ohio Revised Code and authorizing those police department members acting outside of their jurisdiction to exercise full police authority within the jurisdiction of any other Agency who is participating in this Agreement.

The undersigned Agencies shall provide and exchange the full array of police services to and from any of the other Agencies without limitation but generally in accord with the following guidelines.

I. COOPERATIVE ENFORCEMENT WITHOUT REQUEST

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

A. In-Progress Crime Assistance Without Request

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 person, 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 himself or others or threaten the preservation of any evidence.

II. INVESTIGATION 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 will be reported to the appropriate cooperating Agency. Subsequent arrests, search warrant service or similar police actions will be coordinated with the affected Agency.

III. INDEPENDENT POLICE ACTION

The police department of any cooperating Agency may provide police protection service to any other cooperating Agency. Each cooperating Agency that is a party to this contract shall provide a certified copy of a resolution adopted by the appropriate legislative authority that authorized both the provision and receipt of such services by each cooperating Agency. Such certified copies shall be kept on file with the original of this contract in a location to be agreed upon by the Agencies.

IV. OPERATION ASSISTANCE 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 said criminal activity, that Agency may request police assistance services of any nature from any other Agency.

B. Searches for Fugitive or Wanted Persons

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, that Agency may request police assistance services from any other Agency.

C. Traffic Control Assistance

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.

V. GENERAL POLICE SERVICE

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

B. Police services assistance including routine patrol services may be requested and supplied by cooperating Agencies for special events or other circumstances over extended periods.

VI. GENERAL TERMS AND PROCEDURES

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

B. A cooperating Agency will provide police services assistance 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, will have the sole authority to determine the amount of personnel and

equipment, if any, available for assistance. There shall be no liability, responsibility or cause of action between or among the parties if assistance is denied, delayed, inadequate, or subsequently recalled, or if furnished assistance is not needed upon arrival.

C. Whenever the law enforcement employees of one cooperating Agency are providing police services in or to another cooperating agency pursuant to the authority contained in this agreement, other legislative authority or state law, such employees will have the same power, duties, rights and immunities as if taking action within the territory of their employing Agency, subject to the terms of this agreement.

D. Whenever the law enforcement employees of one cooperating Agency are providing police services upon request to another cooperating Agency, they will 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 assistance can be initiated by any on-duty officer who has probable cause to believe a crime is in progress. Such police services assistance can also be initiated by any on-duty officer who becomes aware of a traffic accident, the need for traffic control, a suspected DUI, a serious traffic violation 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 officer.

F. An on-duty officer initiating police services assistance will notify a law enforcement officer from the affected cooperating Agency as soon as possible. The assisted cooperating Agency will relieve the officer as soon as possible when appropriate.

G. All wage and disability payments, pension, worker's compensation claims, medical expenses or other employment benefits will be the responsibility of the employing Agency, unless the requesting Agency is reimbursed for such costs from any other source. Each Agency shall be responsible for the negligence of its employees to the extent specified by law. The local law enforcement Agencies which are parties to this Agreement will not indemnify and hold harmless any Agency participating in this Agreement for any damages awarded by the Court or Claims in any civil action arising

from any action or omission of any officer of any Agency participating in this Agreement pursuant to this Agreement.

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.

I. Any Agency may revoke its future obligations hereunder only upon sixty (60) days written notice to each of the other cooperating Agencies by registered mail.

J. Personnel of the Agency acting under this agreement outside of the Agency's jurisdiction may participate in any pension or indemnity fund established by their Agency to the same extent as if they were acting within their jurisdiction, and are entitled to all rights and benefits under ORC4123.01 to ORC4123.94 the same as if they were performing police services within their jurisdiction.

VII. LIST OF COOPERATING AGENCIES

AGENCY: _____

AUTHORIZED OFFICIAL: _____
signature/date

PRINT NAME AND TITLE: _____
