

VILLAGE OF OBETZ
RECORD OF ORDINANCES



ORDINANCE: 10-16

PASSED: February 8, 2016

AN ORDINANCE AUTHORIZING THE VILLAGE TO ENTER INTO A CONTRACT WITH THE FRANKLIN COUNTY SHERIFF REGARDING THE VILLAGE'S PARTICIPATION IN A MULTIJURISDICTIONAL DRUG TASK FORCE AND DECLARING AN EMERGENCY

WHEREAS, Section 737.04 of the Ohio Revised Code authorizes municipal corporations to enter into agreements with county sheriffs and other municipal corporations to allow the municipal corporations' police officers to work in a multijurisdictional drug task force; and,

WHEREAS, the Franklin County Sheriff organized the Franklin County Drug Task Force (the "Drug Task Force") to perform functions related to the enforcement of drug laws and other laws related to illegal drug activity; and,

WHEREAS, the Franklin County Sheriff has invited the Village to participate in the Drug Task Force.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF OBETZ, OHIO, THAT:

Section 1: Council authorizes the Village Administrator to enter into an agreement, attached hereto as Exhibit A, with the Franklin County Sheriff for the use of police services and police equipment in the Drug Task Force.

Section 2. This Ordinance is hereby declared to be an emergency measure, necessary for the preservation of the public health, safety and welfare, such emergency arising from the need to meet the Sheriff's timeline regarding police officer training and preparation for the Drug Task Force; WHEREFORE, this Ordinance shall take effect and be in force from and after its passage.

Passed this 8th day of February, 2016.

ATTESTS:

Stacey Boumis
Stacey Boumis, Clerk of Council

D. Greg Scott
D. Greg Scott, Mayor

Louise W. Crabtree
Louise Crabtree, Council Pres. Pro-Tem

ORDINANCE: 10-16

PASSED: February 8, 2016

APPROVED AS TO FORM



Stephen J. Smith, Esq., Law Director

CERTIFICATION OF PUBLICATION

Pursuant to the Village Charter, I, Stacey E. Boumis, Clerk of Council of the Village of Obetz, Ohio, do hereby certify that Ordinance 10-16 was duly posted at 1:00 PM (time) on the 9th day of February, 2016, at the Obetz Government Center as well as on the Obetz website.



Stacey Boumis
Stacey Boumis, Clerk

2/9/16
Date

EXHIBIT A

DRUG TASK FORCE AGREEMENT

This drug task force agreement is between the FRANKLIN COUNTY SHERIFF; the sheriff of Franklin County, Ohio (the "**Sheriff**"), the CITY OF UPPER ARLINGTON, a municipal corporation in Franklin County, Ohio ("**Upper Arlington**"), the CITY OF REYNOLDSBURG, a municipal corporation in Franklin County, Ohio ("**Reynoldsburg**"), the CITY OF GROVEPORT, a municipal corporation in Franklin County, Ohio ("**Groveport**"), the CITY OF WORTHINGTON, a municipal corporation in Franklin County, Ohio ("**Worthington**"), and the VILLAGE OF OBETZ, a municipal corporation in Franklin County, Ohio ("**Obetz**") (those municipal corporations collectively, the "**Municipalities**," and singularly, a "**Municipality**").

Section 737.04 of the Ohio Revised Code authorizes municipal corporations to enter into agreements with county sheriffs and other municipal corporations to allow the municipal corporations' police officers to work in a multijurisdictional drug task force. The Sheriff organized the Franklin County Drug Task Force (the "**Drug Task Force**") to perform functions related to the enforcement of drug laws and other laws related to illegal drug activity. Pursuant to Ohio Revised Code sections 311.29 and 737.04, the parties want to enter into an agreement for the use of police services and police equipment in the Drug Task Force.

The parties therefore agree as follows:

1. **Establishment of the Drug Task Force.** This agreement memorializes the establishment of the Drug Task Force that was organized by the Sheriff to perform functions related to the enforcement of drug laws and other laws related to illegal drug activity.

2. **Personnel; Equipment.** (a) The Sheriff and each of the Municipalities shall provide at least one Deputy Sheriff or Police Officer, respectively, to work in the Drug Task Force.

(b) The Sheriff and any of the Municipalities may provide equipment (the "**Equipment**") for use by any party in the Drug Task Force. Ownership of the Equipment will not transfer because of its use by any party in the Drug Task Force.

3. **Command Structure.** The Sheriff shall designate one Deputy Sheriff as the Task Force Commander. The Task Force Commander will command all Personnel in the performance of Task Force Operations. All Personnel will perform Task Force Operations under the direction of the Task Force Commander. The parties intend that Personnel, when performing Task Force Operations, remain employees of the respective employing parties. If the Task Force Commander determines that a Police Officer should not perform Task Force Operations, the Task Force Commander will request that the employing Municipality remove the Police Officer from the Drug Task Force. Upon receipt of such a request by the Task Force Commander, the Municipality shall cause its Police Officer to cease performing Task Force Operations and shall replace the removed Police Officer with another Police Officer.

4. **Collaboration Board.** (a) The Drug Task Force will be governed by a Collaboration Board (the "**Collaboration Board**"). The Collaboration Board will consist of the Sheriff and the Chief of Police from each of the Municipalities. The Sheriff may designate a Deputy Sheriff to serve as the Sheriff's representative on the Collaboration Board (the "**Sheriff's Designee**"). A Chief of Police may designate a Police Officer that is employed by the Municipality of the Chief of Police to serve as the

respective representative on the Collaboration Board (a "Municipality's Designee"). For any Board Meeting in which a Sheriff's Designee or a Municipality's Designee attends, the Sheriff's Designee and the Municipality's Designee will have the same powers as the Sheriff or Chief of Police, respectively. The Sheriff is not required to compensate Board Members for their participation in the Collaboration Board. The Collaboration Board will meet at least once every three months.

(b) The Collaboration Board will establish policies to govern all Personnel in the performance of Task Force Operations. The parties shall abide by all policies established by the Collaboration Board. Any policy may be established at a Board Meeting by a majority of a quorum of Board Members. A majority of all Board Members will constitute a quorum. The Collaboration Board will review its policies at least once every two years. Policies established by the Collaboration Board must be consistent with the provisions of this agreement.

5. **Responsibility for Conduct; Immunity.** The parties intend that a Deputy Sheriff or Police Officer will be acting within the scope of the Deputy Sheriff's or Police Officer's employment while performing Task Force Operations. The parties shall cause each Deputy Sheriff and Police Officer to abide by the policies of the Collaboration Board and the policies of the Deputy Sheriff's or Police Officer's respective employer. If there is a conflict between a policy of the Collaboration Board and a policy of the Deputy Sheriff's or Police Officer's respective employer, the policy of the Collaboration Board will not supersede the policy of the Deputy Sheriff's or Police Officer's respective employer. The parties intend that the immunities provided under Chapter 2744 of the Ohio Revised Code will apply to all Personnel while performing Task Force Operations. Police Officers will not be deemed to be Deputy Sheriffs, nor will Police Officers be agents or employees of Franklin County or the Franklin County Sheriff. Each Municipality will provide a defense for the actions of their respective Police Officers pursuant to section 2744.07 of the Ohio Revised Code.

6. **Funding.** The Sheriff states that he is the implementing agency for an award of grant funding made by the Ohio Office of Criminal Justice Services to the Franklin County Board of County Commissioners for project periods of February 1, 2014, through June 30, 2015, and July 1, 2015, through June 30, 2016. The Sheriff states that he intends to continue serving as the implementing agency for any future grant funding that is awarded to the Franklin County Board of County Commissioners. The Municipalities acknowledge that the Grant Funds are the only source of reimbursement for overtime expenses under section 7 of this agreement.

7. **Compensation; Reimbursement.** (a) The parties intend that each party will pay its Deputy Sheriffs or Police Officers, respectively, regular wages and any applicable overtime and benefits. If Grant Funds are available for disbursement as reasonably determined by the Sheriff, the Sheriff shall reimburse, not to exceed \$17,000 per party per year, each Municipality for overtime wages, Medicare contributions not to exceed 1.45% of a Police Officer's gross wages, and contributions to the Public Employees Retirement System ("PERS") or the Ohio Police and Fire Pension System ("OP&F"), as applicable, not to exceed 18.1% of a Police Officer's gross wages. To be reimbursed, a Municipality must submit to the Sheriff no later than the twentieth day of the month immediately following the close of each calendar quarter (e.g., no later than April 20, for the first calendar quarter of months January, February, and March) an invoice that documents the overtime expenditure for the immediately preceding calendar quarter that was made by the Municipality to the Police Officer. The reimbursement rate for overtime will be one and one-half times the rate of regular wage for the Police

Officer. The Sheriff will not be required to reimburse a Municipality for overtime wages, Medicare contributions, and PERS or OP&F contributions paid by a Municipality for a Police Officer where:

- (1) the Municipality receives federal funding for the reimbursement of the overtime and benefit expenses paid by the Municipality for that Police Officer, and
- (2) the Municipality has not exhausted the federal funding available to the Municipality for the reimbursement of the overtime and benefit expenses paid by the Municipality for that Police Officer.

(b) To the extent allowed under a grant from which Grant Funds are provided for the Drug Task Force and to the extent that Grant Funds are available, the Sheriff shall reimburse a Municipality for reasonable travel and registration expenses paid by a Municipality for a Police Officer to attend a training event that relates to Task Force Operations. To be reimbursed under this section 7(b), a Municipality shall obtain approval for reimbursement from the Task Force Commander before the Municipality pays the travel and registration expenses; and, after payment of the expenses, the Municipality shall submit to the Task Force Commander a request for reimbursement, which must include proof of the Municipality's payment of the travel and registration expenses. In lieu of reimbursing a Municipality, the Sheriff may at the Sheriff's option pay a vendor directly for a Police Officer's travel and registration expenses under this section 7(b). If the amount of Grant Funds is insufficient to reimburse fully a Municipality's expenses, the Sheriff may reimburse partially the Municipality.

8. **Task Force Account; Purchases.** (a) The Sheriff shall establish and maintain an account with a financial institution to deposit, in accordance with the procedures and formulae set forth in section 9 of this agreement, and hold such deposited monies seized by the Drug Task Force for use by the Drug Task Force in performing Task Force Operations (the "**Task Force Account**"). Each calendar year, the Sheriff shall review the account balance of the Task Force Account as of December 31 of the year immediately preceding the calendar year of the Sheriff's review; if the balance of the Task Force Account exceeds \$50,000, the Sheriff shall withdraw from the Task Force Account the amount that exceeds \$50,000 and distribute an equal proportion of that amount to each party, including the Sheriff. For any Municipality that withdraws from this agreement under section 10(b), the Sheriff will not be required to include that Municipality in the distribution under this section 8(a) for the year in which the Municipality withdrew.

(b) From funds in the Task Force Account, the Sheriff may purchase equipment for use by Personnel in Task Force Operations (the "**Task Force Equipment**"). The Sheriff may transfer to a Municipality ownership of Task Force Equipment. For all Task Force Equipment that is not transferred to a Municipality, the Sheriff will own the Task Force Equipment.

9. **Asset Forfeiture Sharing.** (a) For each deposit by the United States Marshals Service of asset forfeiture proceeds into a bank account that is maintained by the Sheriff, the Sheriff shall disburse the funds from the deposit as follows: 20 percent to the Task Force Account and 80 percent to the parties that participated in the asset forfeiture, in accordance with section 9(c) of this agreement.

(b) For each deposit of asset forfeiture proceeds from any entity other than the United States Marshals Service into a bank account that is maintained by the Sheriff, the Sheriff shall apply the funds from the deposit in the following order:

(1) Pay the costs of the seizure, storage, maintenance, security, and sale of the property and the costs of the forfeiture proceeding;

(2) In a criminal forfeiture case, satisfy any restitution ordered by the court to the victim of the offense; or in a civil forfeiture case, satisfy any recovery ordered by the court for the person harmed, if unpaid from other assets;

(3) Pay the balance due on any security interest preserved under Chapter 2981 of the Ohio Revised Code; and

(4) Apply the remaining amount as follows:

(A) If the forfeiture was ordered by a court other than a juvenile court, pay 25 percent to the law enforcement trust fund of the Franklin County Prosecuting Attorney and 75 percent to the law enforcement trust fund of the parties that participated in the asset forfeiture, in accordance with section 9(c) of this agreement; or

(B) If the forfeiture was ordered by a juvenile court, 10 percent to an alcohol and drug addiction treatment program that is certified by the Ohio Department of Mental Health and Addiction Services, 25 percent to the law enforcement trust fund of the Franklin County Prosecuting Attorney, and 65 percent to the law enforcement trust fund of the parties that participated in the asset forfeiture, in accordance with section 9(c) of this agreement.

(c) The Sheriff will determine which parties participated in each asset forfeiture case. For any proceeds to be disbursed to participating agencies, the Sheriff shall distribute the proceeds according to the percentage of Deputy Sheriffs or Police Officers that participated in the asset forfeiture case (the "**Allocation Factor**"). The Allocation Factor for each party is:

(1) the total number of a participating party's Deputy Sheriffs or Police Officers that were involved in the asset forfeiture case, divided by

(2) the total number of all Deputy Sheriffs and Police Officers that were involved in the asset forfeiture case.

For any Part-time Deputy Sheriff or a Part-time Police Officer that is involved in an asset forfeiture case, the Part-time Deputy Sheriff or Part-time Police Officer will equal one-half of a Deputy Sheriff or Police Officer, respectively, in the calculation of the Allocation Factor. If the Sheriff terminates this agreement or a Municipality withdraws from this agreement under section 10, but at least one Police Officer was involved in an asset forfeiture case before the Sheriff's termination or the Municipality's withdrawal, the Sheriff shall include the Municipality in the disbursement of asset forfeiture funds under this section 9.

10. **Termination; Withdrawal.** (a) The Sheriff may terminate this agreement for any reason by giving each Municipality at least 30 days' prior written notice.

(b) Any Municipality may withdraw from the Drug Task Force and this agreement by giving the parties at least 30 days' prior written notice. To be valid, a Municipality's withdrawal must be approved by the legislative authority of the Municipality.

11. **Definitions.** For the purposes of this agreement, the following definitions apply:

"Board Meeting" means a meeting of the Collaboration Board.

"Board Member" means a member of the Collaboration Board.

"Chief of Police" means the chief of police of a Municipality's police department.

"Deputy Sheriff" means a deputy sheriff that is employed by the Sheriff and performs Task Force Operations for the Drug Task Force.

"Grant Funds" include grant funding, for the project periods of February 1, 2014, through June 30, 2015; and July 1, 2015, through June 30, 2016; and any future project period, awarded to the Franklin County Board of Commissioners for which the Sheriff is the Implementing Agency.

"Part-Time Deputy Sheriff" means a Deputy Sheriff that works in the Drug Task Force less than 30 hours per week.

"Part-Time Police Officer" means a Police Officer that works in the Drug Task Force less than 30 hours per week.

"Personnel" means the Deputy Sheriffs and Police Officers that perform Task Force Operations for the Drug Task Force.

"Police Officer" means a police officer that is employed by a Municipality and performs Task Force Operations for the Drug Task Force.

"Task Force Commander" means the Deputy Sheriff that the Sheriff designates to command all Personnel in the performance of Task Force Operations.

"Task Force Operations" means the functions performed by Personnel for the Drug Task Force that relate to the enforcement of drug laws and other laws related to illegal drug activity.

12. **Assignment.** The parties shall not assign any of their rights or delegate any of their obligations under this agreement to any other entity.

13. **Modification; Waiver.** No amendment of this agreement will be effective unless it is in writing and signed by the parties. No waiver of satisfaction of a condition or failure to comply with an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation.

14. **Notices.** (a) For a notice or other communication under this agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company, with all fees prepaid, or (3) by registered or certified mail, return receipt requested and postage prepaid.

(b) Subject to section 14(d) of this Agreement, a valid notice or other communication under this agreement will be effective when received by the party to which it is addressed. It will be deemed to have been received as follows:

- (1) if it is delivered by hand, delivered by a national transportation company, with all fees prepaid, or delivered by registered or certified mail, return receipt requested and postage prepaid, upon receipt as indicated by the date on the signed receipt; and
- (2) if the party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.

(c) For a notice or other communication to a party under this agreement to be valid, it must be addressed using the information specified below for that party or any other information specified by that party in a notice in accordance with this section 14.

To the Sheriff: Franklin County Sheriff
373 South High Street, Floor 2B
Columbus, OH 43215
Attention: Director of Administrative Services

To Upper Arlington: Upper Arlington Police Chief
3600 Tremont Road
Upper Arlington, OH 43221

To Reynoldsburg: Reynoldsburg Police Chief
7240 East Main Street
Reynoldsburg, OH 43068

To Groveport: Groveport Police Chief
5690 Clyde Moore Drive
Groveport, OH 43125

To Worthington: Worthington Police Chief
6555 Worthington Galena Road
Worthington, OH 43085

To Obetz: Village of Obetz Police Chief
4175 Alum Creek Drive
Obetz, Ohio 43207

(d) If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice will be deemed received at 8:00 a.m. on the next business day.

15. **Severability.** The parties intend as follows:

- (1) that if any provision of this agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded;

- (2) that if an unenforceable provision is modified or disregarded in accordance with this section 15, then the rest of the agreement will remain in effect as written; and
- (3) that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

16. **Counterparts.** If the parties sign this agreement in several counterparts, each will be deemed an original but all counterparts together will constitute one instrument.

17. **Governing Law.** The laws of the state of Ohio, without giving effect to its principles of conflicts of law, govern all adversarial proceedings arising out of this agreement. As the exclusive means to enforce any provision of this agreement, a party may file a lawsuit in a court of competent jurisdiction in Franklin County, Ohio.

18. **Entire Agreement.** This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.

[SIGNATURE PAGE FOLLOWS]

Each party is signing this agreement on the date stated underneath that party's signature.

FRANKLIN COUNTY SHERIFF

By: _____

Zach Scott, Sheriff

Date: _____, 2016

CITY OF UPPER ARLINGTON

By: _____

Theodore Staton
City Manager

Date: _____, 2016

CITY OF REYNOLDSBURG

By: _____

Bradley L. McCloud
Mayor

Date: _____, 2016

CITY OF GROVEPORT

By: _____

Name:

Title:

Date: _____, 2016

CITY OF WORTHINGTON

By: _____

Name:

Title:

Date: _____, 2016

APPROVED AS TO FORM:

Ron O'Brien, Franklin County Prosecuting Attorney

By: _____

Nick A. Soulas, Jr.
First Assistant Prosecuting Attorney

Date: _____, 2016

APPROVED AS TO FORM:

By: _____
Name:
Upper Arlington City Attorney
Date: _____, 2016

APPROVED AS TO FORM:

By: _____
James Hood
Reynoldsburg City Attorney
Date: _____, 2016

APPROVED AS TO FORM:

By: _____
Kevin Shannon
Groveport Director of Law
Date: _____, 2016

APPROVED AS TO FORM:

By: _____
Pamela Fox
Worthington Director of Law
Date: _____, 2016

VILLAGE OF OBETZ

By: _____
E. Rod Davisson, Esq.
Village Administrator
Date: _____, 2016

APPROVED AS TO FORM:

By: _____
Eve M. Ellinger
Obetz Law Director
Date: _____, 2016