



Text File

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**Bill No:** 2016-0589, **Version:** 1

**Committee:** Committee on Public Safety  
Services

**Status:** Passed Finally

Ordinance authorizing the Mayor and the Director of the Department of Public Safety to enter into a Temporary Intergovernmental Cooperative/Mutual Aid Agreement for Operational Assistance in Provision Security for the 2016 Republican National Convention in Cleveland Ohio between the City of Pittsburgh and the City of Cleveland, Ohio, to provide professional law enforcement services for the 2016 Republic National Convention.

**WHEREAS**, Cleveland, Ohio is the host city for the 2016 Republic National Convention (hereinafter the "RNC"), a National Special Security Event, which is to be held during the week of July 18, 2016, and

**WHEREAS**, the City of Cleveland, through its Division of Police ("CDP") is responsible for coordinating the overall public safety planning and operations for the RNC at the local law enforcement level; and

**WHEREAS**, the CDP remains in need of procuring the assistance of additional police officers and other public safety services to provide all of the public safety and security measures required before, during, and after the RNC; and

**WHEREAS**, the CDP assisted the City of Pittsburgh's Bureau of Police (the "Bureau") during the G-20 in 2009; and

**WHEREAS**, the Bureau would like to reciprocate by offering its assistance to the CDP; and

**WHEREAS**, Ohio Revised Code §5502.29 authorizes political subdivisions in Ohio to collaborate with political subdivisions in adjacent states through agreements for mutual assistance or aid for purposes of preparing for, responding to, and recovering from an incident, disaster, exercise, training activity, planned event, or emergency, any of which requires additional assistance; and

**WHEREAS**, the head of the CDP has requested assistance from the Bureau for the RNC; and

**WHEREAS**, the Intergovernmental Cooperation Act, 53 Pa.C.S.A. §§ 2301 *et seq.* likewise authorizes intergovernmental cooperation between a local government and other governmental entities located within or outside the Commonwealth of Pennsylvania in the exercise of their respective governmental functions, powers, or responsibilities; and

**WHEREAS**, because the City of Cleveland is a governmental entity located outside the Commonwealth, the City of Pittsburgh has submitted a draft copy of the proposed Intergovernmental Cooperative/Mutual Aid Agreement ("IC/MAA") to the Local Government Commission as required by 53 Pa.C.S.A. § 2314 and will also provide a final updated copy for review and recommendation; and

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**WHEREAS**, the City now desires to enter into the aforementioned temporary IC/MAA to establish procedures and protocols for the provision of Bureau police to provide professional police services during the RNC.

**The Council of the City of Pittsburgh hereby enacts as follows:**

**Section 1.**

The Mayor and the Director of the Department of Public Safety are hereby authorized to enter into a temporary “Intergovernmental Cooperative/Mutual Aid Agreement for Operational Assistance in Providing Security for the 2016 Republican National Convention in Cleveland Ohio” (the “IC/MAA”) between the City of Pittsburgh and the City of Cleveland, Ohio. The IC/MAA will require the CDP to provide, *inter alia*, reimbursement (expenses and salaries) to the City of Pittsburgh for the services provided and to provide law enforcement liability insurance for City law enforcement officers participating in the RNC activities. The Bureau officers will be responsible for bringing designated City-issued service equipment for use at the RNC as set forth in the IC/MAA.

**Section 2.**

Pursuant to 53 Pa.C.S.A. § 2307, the following information is hereby specified:

- (1) The conditions of agreement relating to the use of Bureau officers by CDP during the RNC are set forth in the Act and the IC/MAA, including but not limited to: Section IV of the IC/MMA (setting forth the statutory authorization for the City of Cleveland) and Sections II and XXIV of the IC/MMA, which clarify the agreement of the parties that each has the required legal authority to sign the document. Additionally, law enforcement procedures are set forth in Section IV, which states that Bureau officers will have authority to render assistance or aid in exercising governmental functions, including police services. Insurance coverage provided to Bureau officers for job-related liability and constitutional claims during the RNC Event Period is defined in Section XII of the IC/MMA.
- (2) The term of the IC/MMA runs from the execution of the document by both parties, and Bureau Officers will be arriving in the City of Cleveland Saturday, July 16, 2016. Operational assistance commitments will cease with the release of the Bureau personnel from RNC security duty, which is slated to occur no later than Friday, July 22, 2016 at 11:59 p.m. Additional Bureau assistance may be sought per the IC/MMA for pre-event training preparation and limited “after-action activities.” The parties also agree that certain covenants and responsibilities are ongoing and shall survive and remain effective as necessary.
- (3) The purpose of the IC/MMA is to provide additional law enforcement personnel and services to the City of Cleveland/CDP during the RNC event as defined in the IC/MMA. The scope of authority designated to the Bureau officers are set forth in Section IV as authorized pursuant to Ohio Revised Code § 5502.29. Specific law enforcement methods will conform to the command structure set forth in the

IC/MMA at Section V, the U.S. Constitution, and applicable state and federal law.

- (4) The manner and extent of financing the Bureau's participation at the RNC event is set forth in Sections VII-XI of the IC/MMA and includes the provision of lodging and food and reimbursement for allowable salary and other expenses by the City of Cleveland as agreed to by the parties and set forth on the applicable exhibits. Reimbursements will be paid to the City of Pittsburgh from the City of Cleveland through its receipt of a United States Bureau of Justice Assistant Grant. Funds are hereby authorized for initial travel expenses to be paid by the Bureau prior to reimbursement from the City of Cleveland. These travel expenses are limited to not-to-exceed amount of Fifteen thousand dollars (\$15,000.00) and will be paid from JDE 2300246900.55701.00.
- (5) The organizational structure required to implement the IC/MMA is set forth in its Section V. The City of Cleveland is the host city for the RNC, which has been classified as a National Special Security Event by the federal government. The City of Cleveland/CDP is responsible for coordinating local law enforcement efforts for the RNC and will formulate a unified law enforcement command structure.
- (6) Section VI(I) of the IC/MMA addresses the Bureau's provision of equipment and uniforms for the RNC event.
- (7) No new intergovernmental entity is created under the terms of the IGA.

The IC/MAA is subject to the review and approval of the City Solicitor as to form and substance to protect the interests of the City.

*Section 3.*

Any Resolution or Ordinance of part thereof conflicting with the provisions of this Ordinance is hereby repealed so far as the same affects this Ordinance.