

By Mr. J. M. Mue

ORDINANCE NO. 19-52

To authorize the Mayor, ^{and Auditor} or behalf of the City of Bexley and its Council, to enter into a written agreement with the County Commissioners of Franklin County and the legislative authorities of not less than a majority of the municipal corporations within Franklin County, establishing a county-wide local organization for civil defense in accordance with state statutes and such regulations as have been or shall be promulgated of the governor of the state.

WHEREAS, an emergency exists for the immediate preservation of the public peace, property, health and safety, the emergency being to provide for the coordination of Civil Defense activities within the area of Franklin County.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY:

Section 1: That the Mayor, ^{and Auditor} of the City of Bexley, be and he is hereby authorized in its name and on its behalf and on behalf of its legislative authority to enter into a written agreement with the County Commissioners of Franklin County, and the legislative authorities of not less than a majority of the Municipal Corporations within Franklin County in words and figures substantially as follows:

AGREEMENT

THIS AGREEMENT entered into at Bexley, Ohio, this _____ day of _____, 195____, by and between the City of Bexley and the COUNTY COMMISSIONERS OF FRANKLIN COUNTY, OHIO, and the legislative authorities of not less than a majority of the other Municipal Corporations within Franklin County on whose behalf this agreement has been duly executed.

WITNESSETH:

WHEREAS, there now exists in the County of Franklin numerous local organizations for Civil Defense; and

WHEREAS, the coordination of Civil Defense activities within the area of Franklin County is of paramount importance to all of the local Civil Defense organizations therein; and

WHEREAS, the City of Bexley desires to effect such necessary coordination by entering into this agreement, in the manner provided by law, with the County Commissioners of Franklin County, in conjunction with other municipalities in said County entering into this agreement; and

WHEREAS, The Bexley and Franklin County Civil Defense Executive Committee, hereby authorized, is to perform the service of coordinating the Civil Defense activities of the City of Bexley with those of the County of Franklin and the municipal corporations therein entering into this agreement, in accordance with the provisions hereinafter set forth;

NOW, THEREFORE, in consideration of the promises and of the mutual advantages to each of the parties hereto, and of the promises each to the other made, it is hereby agreed:

The Bexley and Franklin County Civil Defense Executive Committee, hereby authorized, is to render to each party hereto the services of coordinating the Civil Defense activities of each party hereto and to exercise for and on behalf of each party hereto such power and authority incident thereto as it may lawfully do, consistent with the provisions hereinafter set forth, and the power of the parties hereto to authorize, in coordinating such Civil Defense activities with and within Franklin County:

1. The Civil Defense Director appointed pursuant to law by the Mayor of the City of Bexley and the Franklin County Commissioners, for the area within said County outside of the incorporated territory therein shall be designated as and perform the duties of Civil Defense Director for Franklin County.
2. There shall be established pursuant to this agreement, an Advisory Committee of Civil Defense, composed of County Commissioners of Franklin County, the Mayor of the City of Bexley, and the Mayor or Chief Executive Officer of each of the municipal corporations entering into this agreement, and the present members of the Advisory Committee of the City of Bexley and Franklin County.
3. There shall be established likewise a Civil Defense Executive Committee to advise and assist the Civil Defense Director, which committee shall be composed of the Mayor of the City of Bexley, the County Commissioners of Franklin County, one member representing the Franklin County Mayors' Association, one member representing the Township Trustees, and other members of the present Bexley and Franklin County Civil Defense Executive Committee. Each member of the Executive Committee shall have the authority to appoint an alternate, who shall be entitled to be present at all meetings of said committee but not to vote thereat except in the absence of his principal.
4. The Executive Committee shall prepare a budget under such rules and regulations as it may provide, including therein an opportunity for a hearing for the participating political subdivisions, and for adjustments to be made to such budget. The funds provided for in said budget, together with all other funds received, shall be paid into a special fund and shall be known as "Franklin County Civil Defense Fund." All expenditures from such fund shall be approved by the Executive Committee upon the recommendation of the County Director. All funds and property acquired by the County Director from the participating political subdivisions, in pursuance of this agreement and all like agreements, shall remain the property of the Civil Defense organization until such time as this coordinating agreement shall be terminated; and upon such complete termination all remaining funds in the said Franklin County Civil Defense Fund, together with the funds derived from the sale of the remaining property, shall be returned to the said political subdivisions in proportion to their respective appropriation.

5. The share of the cost of coordinating the Civil Defense activities within Franklin County to be paid by the participating political subdivisions shall be apportioned upon the same basis made applicable to all participating political subdivisions, which shall be fifty (50%) per centum upon the basis of population and fifty (50%) per centum upon the basis of the real property, tangible personal property and public utility tax duplicate.
6. The execution of this agreement shall obligate all political subdivisions entering into such agreement to render mutual aid to the Civil Defense Director of the County and of each other participating political subdivision, through the interchange of personnel, equipment and supplies, including but not limiting it to fire, police, ambulance, and other safety equipment and personnel, and equipment and personnel for the protection and repair of streets and utilities, in case of enemy action, upon such terms and conditions as shall be recommended by the County Civil Defense Director and approved by the County Civil Defense Executive Committee. In case of enemy action, the County Civil Defense Director shall take full charge and have full authority to act.
7. The Bexley and Franklin County Civil Defense Executive Committee shall have power and authority in behalf of the participating political subdivisions to enter into such contract or contracts with the Industrial Commission of the State of Ohio as may be authorized by law for the Civil Defense workers.

Each party hereto agrees to pay into the Civil Defense Fund promptly upon demand and invoice therefor the amount assessed against it for said services performed as hereinbefore stated, and to do and perform all and singular the obligations herein assumed.

This agreement shall be in force and effect when not less than a majority of the municipal corporations of Franklin County and the County Commissioners of Franklin County shall have executed it, and shall continue in full force and effect thereafter unless and until terminated by any party hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written, the signature of each being affixed hereto pursuant to the Authority of the Ordinance numbered and passed on the date as shown beneath each signature.

Section 2. That for the reasons stated in the preamble hereto, which is hereby made a part hereof, this ordinance is hereby declared to be an emergency measure and shall take effect and be in force from and after its passage and approval by the Mayor.

Passed: 11 March 1952.

John C. Hester
President of Council

Approved: 11 March 1952.

W. H. Thompson
Mayor.

Attest: E. D. Staakhouse