

ORDINANCE NO. 26-82

By: John H. Offenberg

To authorize the Mayor and Auditor to enter into an agreement, called a Mutual Aid Compact, with other Franklin County political subdivisions, pursuant to Sections 505.43 and 137.04, Revised Code of Ohio, to provide more efficient police protection through mutual assistance and interchange of police department personnel and equipment within the various subdivisions.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:

Section 1. That by the authority of Ordinance No. 15-67, the City of Bexley entered into an agreement known as the Mutual Aid Compact for Police Manpower and Equipment with other political subdivisions within Franklin County which agreement is still in effect.

Section 2. That said agreement has proven to be highly beneficial to the citizens of the City of Bexley, and elsewhere, by providing more efficient and more comprehensive police protection through mutual assistance between and among the various participating police agencies.

Section 3. That it is the desire of the participants to renew and to update the Mutual Aid Compact and for that purpose the Mayor and the Auditor are hereby authorized to enter into and execute, on behalf of the City of Bexley, a renewal of the original agreement called "Mutual Aid Compact", a copy of which is attached hereto, and incorporated herein as if fully rewritten, with other Franklin County political subdivisions, for the purpose of providing and receiving emergency police protection within the various participating political subdivisions.

Section 4. That as provided in the agreement, the "compact" shall be in effect among and between all parties for a period of three (3) years, and then automatically renewed for successive periods of three (3) years, except as to any party which shall withdraw from participation, as provided by the terms of the agreement.

Section 5. That Ordinance 15-67, the original authorizing ordinance, is hereby repealed by implication.

Section 6. That this Ordinance shall take effect and be in force, from and after the earliest period allowed by law.

Passed: May 25, 1982

Barry Thomas Kinney
President of Council

Attest:

John H. Offenberg
Clerk of Council

Approved: May 25, 1982

Don H. Madson
MAYOR

April 27, 1982 - First reading
May 11, 1982 - Second reading
May 25, 1982 - Third reading
Adopted

MUTUAL AID COMPACT

WHEREAS, it is the desire of certain political subdivisions in Franklin County to provide for their citizens more efficient police protection in emergency situations; and,

WHEREAS, it is the desire of certain political subdivisions in Franklin County to provide for mutual assistance by the interchange and use of their police department personnel and equipment within the various political subdivisions; and,

WHEREAS, political subdivisions in 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 505.43 and 737.04;

WHEREAS, the legislative authorities of the political subdivisions who are parties to this agreement have adopted resolutions or ordinances authorizing said subdivisions to enter into this agreement,

WHEREAS, the Franklin County Sheriff has jurisdiction throughout Franklin County,

NOW, THEREFORE, BE IT AGREED, by the parties hereto, each in consideration of the mutual promises and obligations herein by the other;

SECTION 1. Each political subdivision which is a party to this compact agrees to furnish upon request such police manpower and equipment as is requested by any other political subdivision which is a party to this compact in so far as such manpower and equipment is available in the opinion of the Chief of Police or other authorized official of the subdivision from whom assistance is requested.

SECTION 2. It is agreed that there shall be no reimbursement for loss or damage to equipment while engaged in activity in accordance with this agreement.

SECTION 3. It is further agreed that police department members 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 and they are entitled to all the rights and benefits of sections 4123.01 to 4123.94, inclusive, of the Ohio Revised Code, to the same extent as while performing police services within the subdivision in which they are employed.

SECTION 4. It is further agreed between the parties that the consideration herein is derived from the mutual benefit to each of the parties hereto in increased police protection, and that no charge shall be made to any political subdivision entering into this compact for services rendered by any political subdivision under the provisions of this agreement.

SECTION 5. At any occasion to which assistance is called pursuant to the terms of this compact, the senior officer who is in charge of the political subdivision which requested such assistance, shall have full charge and authority over any assisting equipment and personnel responding to such call.

SECTION 6. It is further agreed that this compact shall be in effect between all parties signatory hereto on and after the date of execution by such parties for a period of three (3) years and shall be automatically renewed for successive periods of three (3) years, as to all parties executing for same, except as to any party who shall withdraw by giving notice of its intentions to withdraw by registered mail to all other parties to this agreement.

SECTION 7. It is further agreed that all personnel of the responding political subdivisions, when responding to a call for assistance, shall be acting within the scope of their employment while enroute to, enroute from, and while acting within the territory of the requesting political subdivision. It is further agreed that section 701.02 of the Ohio Revised Code, so far as it is applicable to the operation of police departments, applies to the political subdivisions which are parties hereto and to police department personnel who are rendering service outside their own subdivision pursuant to this agreement.

SECTION 8. This agreement shall be open to all political subdivisions within Franklin County, including the County itself, and may be executed by any number of political subdivisions within Franklin County, all of which shall each be considered a single counterpart. All counterparts shall file with the office of the Franklin County Sheriff who shall within ten (10) days send to each party to this agreement a notice of those political subdivisions who have signed this agreement.

SECTION 9. It is further agreed that there shall be no liability, responsibility, nor cause for action for breach of contract between

any parties to this compact if a request for assistance is denied, delayed, or inadequate, or, if furnished assistance is not needed upon arrival.

IN WITNESS WHEREOF, the political subdivision of Bexley
_____ Franklin County, Ohio has accepted this agreement
hereunto duly authorized by Ohio Revised Code sections 505.143 and
737.04.

CITY OF BEXLEY
(County, City, Village, Township)

Donald H. Medina
(Mayor, Trustee, Safety Director)

John H. Huber
(Clerk or Attested)

-seal-

Filed with the Franklin County Sheriff on the _____ day of _____
19____.