

## 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 505.441, 311.29, and 737.04;

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 it's 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 Prosecuting Attorney 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.

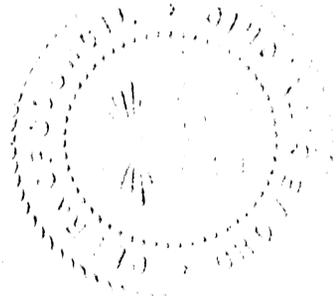
IN WITNESS WHEREOF, the political subdivision of Grove  
City Franklin County, Ohio has accepted this agreement hereunto duly authorized by Ohio Revised Code sections 505.441, 311.29, and 737.04.

City of Grove City, Ohio  
(County, City, Village, Township)

*Stephen J. Smith*  
(Mayor, Trustee, Safety Director)

*Sandra A. Cook*  
(Clerk or Attested)

- seal -



Filed with the Franklin County Prosecuting Attorney on the  
           day of            19    .

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ORDINANCE NO. C-34-73

AN ORDINANCE TO AUTHORIZE THE SAFETY DIRECTOR  
TO ENTER INTO A MUTUAL AID COMPACT WITH OTHER  
FRANKLIN COUNTY SUBDIVISIONS

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WHEREAS, Section 707.34 of the Revised Code of the State of Ohio permits municipal corporations to enter into mutual aid compacts for the purpose of obtaining additional police protection, and

WHEREAS, in time of public emergency it may be necessary and desirable to enlist the assistance of personnel from other police departments.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT

SECTION 1. The Director of Public Safety, acting on behalf of the City of Grove City, is hereby authorized and directed to enter into the Mutual Aid Compact attached hereto and made a part hereof.

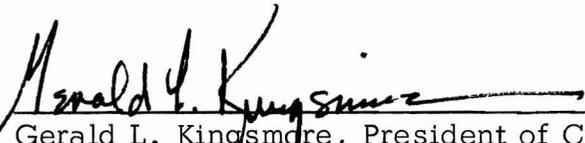
SECTION 2. The term of said agreement shall not extend beyond three years pursuant to the limitation of Section 737.04 of the Revised Code of Ohio.

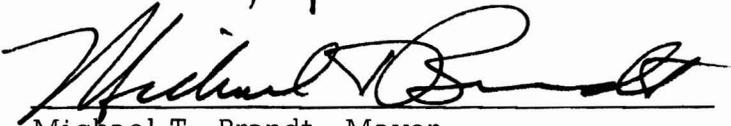
SECTION 3. This ordinance shall take effect at the earliest opportunity allowed by law.

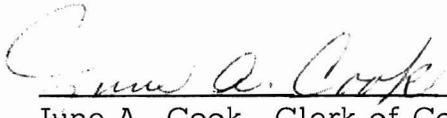
Submitted: 4/2/73

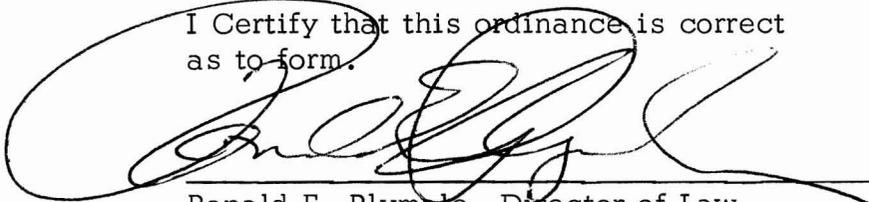
Passed: 4/16/73

Effective: 5/16/73

  
Gerald L. Kingsmore, President of Council

  
Michael T. Brandt, Mayor

  
June A. Cook, Clerk of Council

I Certify that this ordinance is correct  
as to form.  
  
Ronald E. Plymale, Director of Law