

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO A MUTUAL AID COMPACT AGREEMENT WITH OTHER POLITICAL SUBDIVISIONS IN LICKING COUNTY, OHIO, TO PROVIDE FOR MUTAL ASSISTANCE BY THE INTERCHANGE AND USE OF POLICE DEPARTMENT PERSONNEL AND EQUIPMENT AND TO DECLARE AN EMERGENCY. *passed*

BE IT RESOLVED by the Council of the Village of Buckeye Lake State of Ohio, that:

- (1) The Mayor and Clerk are hereby authorized to enter into an Agreement with the Villages of Alexandria, Buckeye Lake, Granville, Hebron, Johnstown, Kirkersville, St. Louisville, and Utica, and the Township of Union for the purpose of obtaining additional police protection pursuant to Revised Code Sections 737.04 and 505.441.
- (2) This Resolution is hereby declared to be an emergency measure necessary for the immediate protection of the public peace, health and welfare of the Village and shall take effect and be in force immediately after its passage and approval by the Mayor.

Charles E. Slater

MAYOR

ACCEPTED:

Francis Floyd

Clerk

APPROVED AS TO FORM:

William J. H. H.

VILLAGE SOLICITOR

MUTUAL AID COMPACT

THIS AGREEMENT, entered into among the following Police Agencies:

Alexandria Police Department
Buckeye Lake Police Department
Granville Police Department
Hebron Police Department
Johnstown Police Department
Kirkersville Police Department
St. Louisville Police Department
Union Township Police Department
Utica Police Department

WITNESSETH:

WHEREAS, the political subdivisions which are parties to this Agreement are desirous of obtaining additional police protection and/or service for the citizens of the several political subdivisions by making the most efficient use possible of the police manpower of the several political subdivisions,

NOW, THEREFORE, BE IT AGREED among the parties hereto as follows:

- (1) Each political subdivision which is a party to this Agreement agrees to furnish, upon request of the person so empowered by the Police Department or political subdivision which is a party to this Contract to make such requests, such police manpower as is requested to the extent that such manpower is available.
- (2) Law enforcement officers acting pursuant to this Contract outside the territory of their regular employment have the same authority to enforce the State law as when acting within the territory of their regular employment.
- (3) The senior officer on the scene from the requesting agency shall assume any and all responsibility for implementing the terms and conditions of this Agreement.
- (4) Such additional persons so requested shall be employed only for the time during which the need exists after which time their services will be terminated by the person so empowered by the summoning agency.
- (5) The execution of this Agreement by any political subdivision shall not give rise to any liability or responsibility for failure to respond to any request for

assistance made in pursuance of this Agreement.

- (6) No charge shall be made to any political subdivision entering into this Contract for services rendered by any other political subdivision under the provisions of same.
- (7) There shall be no reimbursement for loss or damage to equipment while engaged in activity in accordance with this Agreement, nor shall there be any reimbursement for any indemnity award or premium contribution assessed against the employing subdivision for Workmen's Compensation benefits arising by reason of injury or death to a member of the police department of said political subdivision while engaged in rendering services under this Contract.
- (8) This Agreement shall be in effect for a period of one (1) year and shall automatically be renewed for successive periods of one (1) year, as to all parties executing the same, except as to any party which shall withdraw by giving notice of its intention to withdraw by registered mail to the depository of this Agreement and to all other parties to this Agreement.
- (9) This Agreement may be executed in any number of counterparts, all of which together shall be considered a single instrument. It shall not be necessary for any counterpart to be signed by more than one party. All counterparts shall be filed with the Office of the Licking County Prosecuting Attorney which shall be the official depository for this Agreement, along with an instrument executed by each signatory stating who is empowered to initiate and/or terminate requests for assistance for that agency. The Office of the Licking County Prosecuting Attorney shall send to each party of this Agreement a certificate showing the names of the political subdivisions which have executed this Agreement and a list of the persons, by agency, empowered to initiate and/or terminate requests for assistance.

This Agreement shall become operative as to the parties which have signed it at the time of its signing authorized by each subdivision's legislative authority.

VILLAGE OF BUCKEYE LAKE
BUCKEYE LAKE POLICE DEPARTMENT

8-25-1982

BY Charles E. Slater
MAYOR

Frances H. Lloyd
CLERK