

## OPINION NO. 70-120

**Syllabus:**

Unless a mutual aid agreement provides that an indemnity bond protects a police officer only against official acts performed within the confines of his own political sub-division, or unless a like restriction is written into the indemnity bond itself, the bond will cover the official performance of duty of a police officer who may be responding to a call under such an agreement.

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To: Dominick E. Olivito, Jefferson County Pros. Atty., Steubenville, Ohio  
By: Paul W. Brown, Attorney General, September 4, 1970

I have before me your request for my opinion, which asks the following question:

"Does the bond under which municipal police officers are protected also cover them while operating outside their respective municipal corporation limits in response to a call under a mutual aid agreement between another municipal corporation or is it necessary for the municipal corporations to write a new bond to cover police officers who may be responding to a call under a mutual aid agreement and who are not in their employ nor bonded by them."

Section 737.04, Revised Code, provides that a municipal corporation may, in order to obtain police protection or additional police protection, enter into a contract with another municipal corporation for services of its police department or the interchange of such services.

In construing this section my predecessor has held that when contracts exist between two or more municipalities for police assistance, the police and firemen's disability and pension fund provides complete coverage, as to pension or disability payments, for a police officer working in either municipality. Opinion No. 66-179, Opinions of the Attorney General for 1966. This opinion was bottomed upon the rationale that a policeman, ordered into another jurisdiction by virtue of a lawful agreement between municipalities, is performing his duty.

Section 737.10, Revised Code, likewise deals with the use of law enforcement officers of another political subdivision in emergency situations. In that section the legislature specifically provided as follows:

"\* \* \* In such case, law enforcement and fire protection personnel acting outside the territory of their employment shall be considered as performing services within the territory of their regular employment for purposes of compensation, pension or indemnity fund rights or benefits to which they may be entitled as incidents of their regular employment. \* \* \* Nothing in this section shall be construed as superseding or modifying in any way any provision of a contract entered into pursuant to section 737.04 of the Revised Code."

It would appear, therefore, that the legislature, in absence of contract, considered one performing emergency duties outside his own political subdivision as entitled to be provided the protection of his indemnity bond. This, of course, would not be true in a case where the mutual aid agreement specified the contrary or where the indemnity bond entered into by the parent municipality excluded such services.

It is, therefore, my opinion and you are advised that unless a mutual aid agreement provides that an indemnity bond protects a police officer only against official acts performed within the confines of his own political subdivision, or unless a like restriction is written into the indemnity bond itself,

the bond will cover the official performance of duty of a police officer who may be responding to a call under such an agreement.