

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF AVON LAKE TO ENTER AN AGREEMENT FOR EASTERN LORAIN COUNTY EMERGENCY RESPONSE TEAM AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Section 737.04 and 737.041 allow a legislative authority to enter agreements with one or more municipal corporations to provide reciprocal police services across jurisdictional lines; and

WHEREAS, a countywide Amended Mutual Aid Agreement with Lorain County Subdivisions was entered July 2021 and a Mutual Aid Agreement between the City of Avon Lake, the City of Avon, and the Village of Sheffield entered July 2017; and

WHEREAS, the cities of Avon, Avon Lake, and North Ridgeville desire to create, jointly maintain, and operate a multi-jurisdictional Tactical Response Team to effectively and efficiently respond to violent criminal acts as well as high risk operations that may occur within their jurisdictional boundaries; and

WHEREAS, the Multi-Jurisdictional Eastern Lorain County Emergency Response Team (ELCERT) has been recommended by the Police Chief and the Administration; and

WHEREAS, City Council coming now to consider said recommendation approves it in full.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF  
THE CITY OF AVON LAKE, STATE OF OHIO:

Section No. 1: That the Mayor of the City of Avon Lake is hereby authorized to enter into the Multi-Jurisdictional Agreement for Eastern Lorain County Emergency Response Team (Exhibit A).

Section No. 2: This Agreement shall not supersede the countywide Amended Mutual Aid Agreement with Lorain County Subdivisions entered July 2021 and the Mutual Aid Agreement between the City of Avon Lake, the City of Avon, and the Village of Sheffield entered July 2017 which is hereby reaffirmed.

Section No. 3: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees which resulted in such formal actions, were in meetings open to the

public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section No: 4: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of having the signed Agreement in place giving law enforcement personnel authority to respond to violent criminal acts as well as high risk operations that may occur within their jurisdictional boundaries, thus for the health, safety, and welfare of the public. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

1<sup>ST</sup> reading: 10/24/2022

2<sup>nd</sup> reading: 11/14/2022

3<sup>rd</sup> reading:

PASSED: 11/28/2022

/s/ Martin E. O'Donnell

President of Council

POSTED: 12/02/2022

APPROVED: 11/29/2022

ATTEST: /s/Valerie E. Rosmarin

Clerk of Council

/s/ Gregory J. Zilka

Mayor

# MULTI-JURISDICTIONAL AGREEMENT FOR EASTERN LORAIN COUNTY EMERGENCY RESPONSE TEAM

This agreement is made and entered into on the date indicated hereinafter, by and among the following political subdivisions of Lorain County, Ohio, hereinafter called "Party Subdivisions";

**City of Avon**  
**City of Avon Lake**  
**City of North Ridgeville**

1. **Authority.** This agreement is entered into pursuant to sections 737.04 and 737.041 of the Ohio Revised Code as well as the attached Lorain County, Ohio amended Mutual Aid Agreement for Law Enforcement.
2. **Purpose.** The Party Subdivisions hereto desire to create, jointly maintain, and operate a multi-jurisdictional Tactical Response Team (TRT) to effectively and efficiently respond to violent criminal acts as well as high risk operations that may occur within their jurisdictional boundaries.
3. **Formation.** There is hereby created a multi-jurisdictional Tactical Response Team to be hereinafter known as the "Eastern Lorain County Emergency Response Team (ELCERT)". The Tactical Response Team will be comprised of employees from the law enforcement divisions of the named Party Subdivisions. When acting outside their respective jurisdictional boundaries as a member of the Tactical Response Team, members will operate under the provisions stated in the Amended Lorain County, Ohio Mutual Aid Agreement for Law Enforcement. Requests for and activation of the Tactical Response Team from any Party Subdivision will satisfy the request for mutual aid as stated in the Mutual Aid Agreement.
4. **Justification.** The Party Subdivisions recognize the need for a quick, effective, and efficient response to critical incidents, including those involving violent criminal activity, in order to preserve and protect the safety of persons and property within the jurisdictions of any of the Party Subdivisions. The ability to safely control, contain, and resolve criminal conduct that may include civil disobedience, armed confrontations, barricaded subjects, hostage taking incidents, and high-risk arrest and search warrants often times require a response from police officers that have received specialized tactical training and equipment. A regional and multi-jurisdictional team can address the needs of these special responses by combining personnel and equipment in conjunction with specialized and coordinated training among the team members. The Party Subdivisions recognize a smaller regional approach will provide a more efficient and rapid response to these encounters resulting in improved services for the citizens of the Party Subdivisions as well as increased safety for the officers involved.
5. **Objectives.** The Tactical Response Team objective will be to provide a capable and tactical response through enhanced use of personnel, equipment, funds, and training. The Tactical

Response Team shall respond as requested by any of the participating Party Subdivisions, as outlined in the TRT Operational Guidelines, and provide a coordinated response in conjunction with the members of the local division of police that made the request. The team may, when appropriate, also respond to any other requests for mutual aid as outlined in any applicable Mutual Aid agreement that has been executed between the Party Subdivisions and the requesting entity.

6. **Termination.** Any Party Subdivision subject to this agreement may withdraw from participation in the Tactical Response Team and terminate any obligations hereunder upon delivery of written notice to such effect to the other participating Party Subdivisions not less than 90 days prior to the intended termination date.
7. **Governance.** The daily operations of the Tactical Response Team shall be governed by the TRT Operational Guidelines as approved by the majority of the Chiefs of Police of the participating Party Subdivisions. The operational guidelines will be reviewed on an annual basis by the Chiefs of Police of the participating Party Subdivisions and may be amended by a majority vote as needed. The organizational structure of the Tactical Response Team will be defined in the operational guidelines. Additional personnel and positions may be added as needed. The Tactical Team Commander will report directly to the Chiefs of Police of the Party Subdivisions specifically related to the daily operation of the Tactical Response Team. Ultimate command and control of any response will remain with the Chief of Police or his designee of the requesting agency and/or jurisdiction of the incident response.
8. **Assignment of Officers.** Each Party Subdivision hereby agrees to the member selection process as outlined in the Operational Guidelines of the Tactical Response Team. All wage and disability payments, pension, worker's compensation claims, medical expenses, or other employment benefits for Tactical Response Team members performing pursuant to this agreement shall be the responsibility of the employing Party Subdivision.
9. **Liability.** Each Party Subdivision does hereby waive any and all claims against all other Party Subdivisions and their elected and appointed officials, agents, and employees, which may arise out of their actions outside their own jurisdiction in pursuance of this agreement. No Party Subdivision, its elected or appointed officers, employees, or agents called upon to render police assistance from another Party Subdivision, shall be liable for damages to any other Party Subdivision, its elected or appointed officers, agents, employees, residents, occupants, licenses, or any other person for failure to answer a request for assistance, for lack of speed in responding or for any inadequacy of equipment, negligent operation of equipment, or other cause growing out of such use of police equipment or personnel. Further, all immunities from liability enjoyed by each Party Subdivision within its respective boundaries shall extend to its participation in rendering mutual aid under this agreement outside its boundaries unless otherwise provided by law.

10. **Equipment, Training, Expenses.** Each Party Subdivision shall acquire and maintain ownership of the uniform and basic equipment required for each participating Tactical Response Team member as outlined in the Operational Guidelines. Any equipment issued to the Tactical Response Team members from their respective Party Subdivisions shall be compatible and consistent with the equipment issued by the other Party Subdivisions. Each Party Subdivision agrees to the minimum training standards as outlined in the Operational Guidelines. Any equipment that is owned by an individual Party Subdivision and used for the Tactical Response Team will remain the sole owner of that equipment. Any required maintenance or repair of individually owned equipment will be at the expense of the individual Party Subdivision. Any joint capital expenditure that may be needed for the Tactical Response Team must be approved by all the Chiefs of Police of the participating Party Subdivisions unanimously. Any costs arising out of a joint capital expenditure that is approved, to include initial purchase, maintenance, or repairs will be equally shared amongst the participating Party Subdivisions. Any additional expenses required for the team must be approved by all the Chiefs of Police of the participating Party Subdivisions, to include any yearly or recurring budgets. Any joint capital equipment that may be purchased for the team will remain with the team while it is in existence. Any party subdivision wishing to terminate their participation with the team will relinquish any ownership rights in any joint capital expenses that may have previously been made for the team.
11. **Distribution of Agreement.** A signed copy of this Agreement shall be delivered and retained in the office of the Prosecuting Attorney of Lorain County as well as to the participating Party Subdivisions.

IN WITNESS WHEREOF, the Party Subdivisions hereto have caused this agreement to be executed as provided by ordinance or resolution duly adopted pursuant to law.

**CITY OF AVON**

By: \_\_\_\_\_

Approved: \_\_\_\_\_

Date: \_\_\_\_\_

Authorizing Ordinance No. \_\_\_\_\_

**CITY OF AVON LAKE**

By: \_\_\_\_\_

Approved: \_\_\_\_\_

Date: \_\_\_\_\_

Authorizing Ordinance No. \_\_\_\_\_

**CITY OF NORTH RIDGEVILLE**

By: \_\_\_\_\_

Approved: \_\_\_\_\_

Date: \_\_\_\_\_

Authorizing Ordinance No. \_\_\_\_\_