

ORDINANCE NO. 00-58 AC CMS

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO MUTUAL AID CONTRACTS WITH OTHER MUNICIPALITIES IN LORAIN COUNTY AND THE BOARD OF COUNTY COMMISSIONERS AND LORAIN COUNTY SHERIFF IN ORDER TO PROVIDE MUTUAL POLICE ASSISTANCE AND THE INTERCHANGE AND USE OF PERSONNEL AND EQUIPMENT AND DECLARING AN EMERGENCY

WHEREAS, the provision of mutual police aid is a valid public purpose and it is in the best interests of the City of Oberlin to enter into an agreement with other political subdivisions in Lorain County for the interchange of mutual police assistance; and

WHEREAS, Sections 311.29, 505.43 and 737.04 of the Ohio Revised Code authorize any county sheriff, any municipal corporation and any township to enter into agreements for the provision and interchange of mutual police assistance.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

SECTION 1. That the City of Oberlin hereby approves the attached agreement with the Lorain County Sheriff/Board of Commissioners of Lorain County, Ohio, and other municipalities of Lorain County, Ohio, for the provision of mutual police assistance and the interchange of personnel and equipment.

SECTION 2. That the City Manager is hereby authorized and directed to enter into and execute said agreement on behalf of the City of Oberlin.

SECTION 3. That a copy of this Ordinance and the executed agreement shall be forwarded to the office of the Prosecuting Attorney of Lorain County, Ohio.

SECTION 4. It is hereby found and determined that all formal actions of this Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 5. That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare of the citizens of the City of Oberlin, Ohio, to wit:

"to immediately provide additional police protection to the citizens of the City of Oberlin and to provide for the usual daily operation of a municipal department", and shall take effect immediately upon passage.

Page 2 - ORDINANCE NO. 00-58 AC CMS

PASSED: 1st Reading - June 5, 2000
2nd Reading - June 19, 2000
3rd Reading - July 17, 2000 (E)


CLERK OF COUNCIL


CHAIR OF COUNCIL

POSTED: July 18, 2000

EFFECTIVE DATE: July 18, 2000

a:\ORD00-58\MutualAid

MUTUAL AID AGREEMENT

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

Lorain County Sheriff/Board of Commissioners

City of Amherst

City of Avon

City of Avon Lake

City of Elyria

Village of Grafton

Village of Kipton

Village of LaGrange

City of Lorain

City of North Ridgeville

City of Oberlin

City of Sheffield Lake

Village of Sheffield

Village of South Amherst

City of Vermilion

Village of Wellington

Lorain County Metroparks

Recitals

WHEREAS, the Party Subdivisions hereto have determined that the provision of mutual aid across jurisdictional boundaries will increase the ability of each separate entity to preserve and protect the safety and welfare of their respective jurisdictions as well as the entire area of Lorain County, Ohio; and

WHEREAS, Sections 311.29, 505.43 and 737.04 of the Ohio Revised Code authorize any county sheriff, any municipal corporation, and any township in order to perform any police function, exercise any police power, render any police service, obtain police protection or additional police protection, or allow police officers to work in multijurisdictional drug, gang, or career criminal task forces, to enter into contracts with one or more municipalities, townships, or county sheriffs in this state upon such terms as may be agreed, for the services of police departments or the use of police equipment within the territories of the contracting subdivisions; and

WHEREAS, it is the desire of the Party Subdivisions to provide for mutual assistance in the interchange and use of their police equipment and personnel within the various territories of the Party Subdivisions, and thereby enhance police response in said territories, on the conditions set forth herein:

NOW THEREFORE, the Party Subdivisions hereto, hereby agree in consideration of the mutual promises and covenants contained herein:

1. In the event it becomes necessary, in order to preserve and protect the safety of persons or property within the territory of any of the Party Subdivisions, to obtain police protection or to obtain additional police protection, including, but not limited to special response units for hazardous devices (bomb squads), or to allow police officers to work in multijurisdictional drug, gang, or career criminal task forces, any Party Subdivision may request another Party Subdivision to render such assistance as in the opinion of the requesting Party Subdivision may be required. Each Party Subdivision shall designate an appropriate official who shall be empowered to request assistance pursuant to this Agreement.
2. Each Party Subdivision will respond to a request for police assistance from another Party Subdivision, insofar as in the judgment of the responding Party Subdivision will be consistent with the proper protection of its own territory. Nothing contained in this Agreement shall impose upon a Party Subdivision an obligation to respond to a request for police assistance if, in the opinion of the responding Party Subdivision, such assistance cannot be afforded and still provide proper police protection within its own jurisdiction.
3. The mutual police assistance to be provided pursuant to this Agreement shall be rendered in accordance with the "Operational Plan" attached hereto and made a part hereof and designated as Exhibit A. Each Party Subdivision shall designate an appropriate official to oversee the implementation of the Operational Plan, and to review and recommend necessary changes in cooperation with the designated officials of the other Party Subdivisions. However, no amendment will become effective until approved in writing by all party subdivisions.
4. Law enforcement officers rendering police assistance pursuant to this Agreement shall do so under the direction and control of the appropriate official designated by the Party Subdivision requesting assistance. Said designation shall be made at the time assistance is being requested.
5. Each Party Subdivision does hereby waive any and all claims against all other Party Subdivisions, and their agents and employees, which may arise out of their actions outside their own jurisdiction in pursuance of this Agreement. No Party Subdivision, its employees or agents, called upon to render police assistance pursuant to this Agreement, or requesting mutual police assistance from another Party Subdivision, shall be liable for damages to any other Party Subdivision, its employees or agents or residents, 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 the local political subdivision within its boundaries shall extend to its participation in rendering mutual aid under this agreement outside its boundaries unless otherwise

provided by law.

6. No charge shall be made for the services rendered by a Party Subdivision in responding to a request for mutual police assistance pursuant to this Agreement, and each Party Subdivision will assume the expense of loss or damage to equipment or apparatus that may occur while responding.
7. All personnel of the responding Party Subdivision, while responding to a request for mutual police assistance pursuant to this Agreement, shall be acting within the scope of their employment. All immunities and exemptions from laws, regulations and ordinances which law enforcement officers employed by the various Party Subdivisions have in their own jurisdictions shall be effective in the jurisdiction in which they are providing police assistance unless otherwise specifically prohibited by law.
8. This Agreement shall become effective as to the Party Subdivisions whose legislative bodies approve the same and upon signature to this agreement, through the remainder of the year 2000. Thereafter it shall automatically renew for successive one year periods except as to any Party Subdivision which withdraws as hereafter set forth.
9. Any party may withdraw from this Agreement by providing thirty days written notice of its intention to withdraw, sent to all of the Party Subdivisions and the Prosecuting Attorney of Lorain County, by certified mail.
10. This Agreement supercedes any and all "mutual aid agreements" involving the Party Subdivisions hereto previously executed. This Agreement may be amended or altered only upon written agreement of all the Party Subdivisions.
11. A signed copy of this Agreement shall be delivered to and retained in the office of the Prosecuting Attorney of Lorain County.

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.

BOARD OF COMMISSIONERS OF LORAIN COUNTY:

By: MD Oasi Pass
Authorizing Resolution No. 10-841

Approved: _____

(Legal counsel)

LORAIN COUNTY SHERIFF

By: Sheriff Martin J. Mahony Approved: 10-19-00

CITY OF AMHERST:

By: Mayor John Higgins
Authorizing Ordinance No. 03-2-000

Approved: 09-31-2000

CITY OF AVON:

By: James A. Smith
Authorizing Ordinance No. 12-00

Approved: 10/10/2000

CITY OF AVON LAKE:

By: Vincent M. Urban ^{MAYOR} ^{SAFETY DIRECTOR}
Authorizing Ordinance No. 42-2000

Approved: 2-14-2000

CITY OF ELYRIA:

By: [Signature]
Authorizing Ordinance No. 2000-46

Approved: 03-20-00

VILLAGE OF GRAFTON:

By: Shawn A. Kerner
Authorizing Ordinance No. 00-006

Approved: 3-7-00

VILLAGE OF KIPTON:

By: Denise L. Watson
Authorizing Ordinance No. 297-00

Approved: 3-6-00

VILLAGE OF LAGRANGE:

By: [Signature]
Authorizing Ordinance No. 2000-1029

Approved: 7-13-2000

CITY OF LORAIN:

By: [Signature]
Authorizing Ordinance No. 128-00

Approved: 8-16-00

CITY OF NORTH RIDGEVILLE:

By: [Signature]
Authorizing Ordinance No. 3524-2000

Approved: 6-6-2000

CITY OF OBERLIN:

By: [Signature]
Authorizing Ordinance No. 00-58

Approved: 06/19/00

CITY OF SHEFFIELD LAKE:

By: Harry L. Mingle
Authorizing Ordinance No. 20-00

Approved: March 14, 2000

VILLAGE OF SHEFFIELD:

By: [Signature]
Authorizing Ordinance No. 1770

Approved: June 12, 2000

VILLAGE OF SOUTH AMHERST:

By: [Signature]
Authorizing Ordinance No. 1013

Approved: MARCH 13, 2000

CITY OF VERMILION:

By: [Signature]
Authorizing Ordinance No. 2000-32

Approved: 7/17/2000

VILLAGE OF WELLINGTON:

By: Barbara O'Keefe
Authorizing Ordinance No. 2000-21

Approved: 5-1-2000

LORAIN COUNTY METROPARKS

By: [Signature]
Authorizing Resolution No. 2000-47

Approved: 3-15-2000

EXHIBIT A

OPERATIONAL PLAN

When conditions exist such as to require mutual law enforcement assistance, the following procedures are to be followed:

1. The appropriate official as designated pursuant to Paragraph 1 of the Mutual Aid Agreement shall define the specific emergency, existing conditions, including direction as to the location where assistance is needed, equipment and manpower needed and request assistance from the nearest participating city/village department or county sheriff's department.
2. In cases where advance notice is possible, assistance shall only be authorized by the designated authority or division director of the responding department.
3. In cases of an extreme emergency and where advance notice is not possible, assistance may be authorized by a shift commander or officer in charge, as the case may be, but such assistance will be limited to (a) saving a life; (b) backing up law enforcement officers; (c) incidents where the nearest enforcement authority is closer to any in-progress crime; (d) incidents of a possible felony wherein assistance will clearly enhance the effort of apprehending the perpetrators.
4. The appropriate official shall contact the officer in charge of the scene and determine if the need is still necessary or the use of additional manpower is necessary for the safety and protection of all parties involved.
5. In case of injury, death or destruction of property occurring while the officer is responding or during a response, or while leaving the response scene, the responding officer

involved shall submit a report in writing to the chief of police/sheriff in his or her department.

This report must completely describe the incident and the degree of the involvement of the responding officer.

6. Any request for assistance shall be kept on such logs and/or tape service used to keep such records of incoming calls and may be documented on such additional reports in regard to persons, place, time, and date in compliance with such department's rules and regulations.

7. This operations plan shall in no way conflict with departmental rules and regulations, chain of command, or delegation of authority.