

ORDINANCE NO. 3-26

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO
A MULTI-JURISDICTIONAL AGREEMENT FOR THE EASTERN LORAIN COUNTY
EMERGENCY RESPONSE TEAM ("ELCERT") COMPRISED OF THE CITY OF
AVON, CITY OF AVON LAKE, THE CITY OF NORTH RIDGEVILLE AND THE
WESTSHORE ENFORCEMENT BUREAU ("WEB")
AND DECLARING AN EMERGENCY**

WHEREAS, the City of Avon along with the City of Avon Lake and the City of North Ridgeville entered into a multi-jurisdictional agreement for the **Eastern Lorain County Emergency Response Team (ELCERT)** pursuant to Ordinance 100-22 which passed on August 8, 2022 to effectively respond to serious criminal occurrences; and

WHEREAS, said multi-jurisdictional agreements are authorized pursuant to Sections 737.04 and 1545.131 of the Ohio Revised Code as well as by previously enacted legislation authorizing mutual aid between law enforcement agencies within Lorain County; and

WHEREAS, in order to provide mutual aid consisting of SWAT services within the respective jurisdictions of the parties, it is the desire of the parties to this agreement to provide for and join in providing for mutual assistance and the interchange of their respective personnel and equipment; and

WHEREAS, Council, after reviewing the proposed agreement, finds it necessary and desirable to enter into the multi-jurisdictional agreement between the Eastern Lorain County Emergency Response Team ("ELCERT") comprised of the City of Avon, City of Avon Lake, and the City of North Ridgeville and Westshore Enforcement Bureau ("WEB") to provide for the interchange and use of personnel and equipment of member departments to further the health, safety and welfare of the citizens of each community.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVON, LORAIN COUNTY, OHIO:

Section 1 - That Council hereby approves, accepts and authorizes the Mayor, or the Chief of Police as his designee, to enter into the multi-jurisdictional agreement between Eastern Lorain County Emergency Response Team ("ELCERT") comprised of the City of Avon, City of Avon Lake, the City of North Ridgeville and Westshore Enforcement Bureau ("WEB") to provide mutual police aid and assistance through the interchange and use of personnel and equipment of each members' respective department, a copy of said contract being attached hereto, marked as "Exhibit A," and incorporated herein by reference.

Section 2 - That is found and determined that all formal actions of this Council concerning and 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 which 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 3 - That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public, health, safety, and welfare of the citizens of the City of Avon, Ohio, the immediate emergency being the necessity to enter into the Multi-jurisdictional Agreement between Eastern Lorain County Emergency Response Team ("ELCERT") comprised of the City of Avon, City of Avon Lake, and the City of North Ridgeville and Westshore Enforcement Bureau ("WEB") to provide mutual police assistance in the interchange and use of personnel and equipment; therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: January 12, 2026

DATE SIGNED: January 12, 2026

BY: Brian Fischer
Brian Fischer, President of Council

DATE APPROVED BY THE MAYOR: January 13, 2026

Bryan K. Jensen
Bryan K. Jensen, Mayor

APPROVED AS TO FORM:

John A. Gasior
John A. Gasior, Law Director

ATTEST:

Barbara Brooks
Barbara Brooks, Clerk of Council

Posted: January 15, 2026
Electronically and at City Hall as
Provided by Council

Prepared By:

John A. Gasior, Esq.
Law Director

I, Barbara J. Brooks, Clerk of the Council of the City of Avon, Ohio, hereby certify this document to be a true and exact copy of Ordinance No. 3-26, passed by the Council of said City on January 12, 2026.

IN WITNESS WHEREOF, I have on this 13th day of January 2026, affixed my signature and official seal.

Barbara J. Brooks
Barbara J. Brooks, Clerk of the Council
of the City of Avon, Ohio

AGREEMENT

BETWEEN THE CITIES OF AVON LAKE, AVON, NORTH RIDGEVILLE, THE EASTERN LORAIN COUNTY EMERGENCY RESPONSE TEAM AND THE WESTSHORE ENFORCEMENT BUREAU FOR THE INTERCHANGE OF SWAT SERVICES.

This agreement is made and entered into this ____ day of _____, 2025 (the "effective date") by and between the legislative authorities of the cities of Avon Lake, Avon, North Ridgeville and the Westshore Enforcement Bureau under the authority of section 737.04 of the Ohio Revised Code. In addition, to the extent that the governing bodies of any of those municipal corporations have established or establish known as the Eastern Lorain County Emergency Response Team (ELCERT) under the authority of Chapter 167 of the Revised Code, this agreement is also between WEB and the municipalities named in this agreement. Copies of the authorizing legislation, ordinances or resolutions are attached hereto and expressly incorporated herein.

WHEREAS, in order to provide mutual aid consisting of SWAT services within the respective jurisdictions of the parties, it is the desire of the parties to this agreement to provide for and join in providing for mutual assistance and the interchange of their respective personnel and equipment; and

WHEREAS, the parties to this agreement desire to provide the additional police protection under such terms as are agreed upon in this agreement; and

WHEREAS, each of the representative of the parties to this agreement is authorized to execute this agreement under the proper legislative authority of their respective Councils;

NOW, THEREFOR, the parties to this agreement, each in consideration of the mutual promises and obligations in this agreement, agree as follows:

1. Each of the parties agrees to respond to an emergency and provide SWAT unit services within the other party's municipal corporation, when requested by the Chief of Police, Mayor, Safety Service Director or that other party. The responding party agrees to provide SWAT unit services and police equipment at those times and places requested. The extent of such response by the responding party shall be determined solely by the Chief of Police, Mayor, Safety Service Director or the responding party with the sufficient equipment and personnel consistent with the proper protection of the responding party's own constituents.
2. When a person is authorized by this agreement calls for assistance, he or she shall describe the specific emergency or activity requiring participation by another party to this agreement. That person shall also give explicit directions to the location where such assistance is required, and shall, whenever possible,

dispatch someone to a specific meeting place to escort the persons responding to such call to that destination.

3. A party to this agreement shall not charge for the services provided or cost of equipment provided in this agreement. Each of the parties shall assume the expense and cost of any loss or damage to its own equipment or apparatus that may be incurred while in the other party's jurisdiction, or while responding to a call in accordance with, or under the terms of, this agreement.
4. As provided in Section 737.04 of the Revised Code, Chapter 2744 of the Revised Code, insofar as it applies to the operations of police departments, shall apply to the parties of this agreement and to the police department members when they are rendering service outside their own subdivisions under this agreement and when they are enroute to rendering service outside their own subdivisions, and when they are enroute from rendering service outside their own subdivisions.
5. As provided in Section 737.04 of the Ohio Revised Code, Police Department members acting outside their subdivisions in which they are employed, when acting under this agreement, shall be entitled to participate in any indemnity fund established by their employer to the same extent as while acting within the employing subdivision. Those members shall be entitled to all the rights and benefits of Chapter 4123 of the Revised Code to the same extent as while performing service within the subdivision. The pension or indemnity fund of the municipal corporation of the requesting party shall not be liable for any benefits of the municipal corporation of the responding party.
6. As is customary in the incident command system, the incident City's Police Chief, Department Designee, senior officer or officer in charge will retain command and control of the incident and all resources assigned to the incident. The units of and equipment provided by the responding City's Police Department will remain under the command and control of the responding Police Department, but the responding Police Department shall report to the Incident City's officer in charge and operate within the Command System.
7. This agreement shall be in full force and effect between the parties from the date inserted above provided however, any one of the parties may terminate itself as a party to this agreement and withdraw from it by providing written notice by its mayor, or his/her designee, to the mayors of the other parties. In that event, this agreement shall terminate 30 days after the written notice is received by the other parties.
8. All notices that may be proper or necessary to be served under this agreement shall be in writing and served by regular mail, postage prepaid to the following

EXHIBIT A to Ordinance No. 3-26

addresses or to such address as the parties may hereafter designate to the other for such purposes:

West Shore Enforcement Bureau, P.O. Box 40056, Bay Village, Ohio 44140

Eastern Lorain County Emergency Response Team

City of Avon Lake, 150 Avon Belden Rd Avon Lake, OH 44012

City of Avon, 36080 Chester Rd Avon, OH 44011

City of North Ridgeville, 7307 Avon Belden Rd North Ridgeville, OH 44039

EXHIBIT A to Ordinance No. 3-26

IN WITNESS WHEREOF, each of the respective parties has caused this agreement to be executed by its mayor or its other authorized public official under the ordinance or resolution passed by their respective Councils.

CITY OF AVON LAKE

Mark Spaetzel, Mayor

CITY OF AVON

Bryan K. Jensen, Mayor

CITY OF NORTH RIDGEVILLE

Kevin Corcoran, Mayor

WESTSHORE ENFORCEMENT BUREAU

Matthew Vanyo, Director