

EXHIBIT A TO ORDINANCE NO. 37-21

LORAIN COUNTY, OHIO
AMENDED MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT

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
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 Metro Parks

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, 737.04, 737.041, 1545.131, and 1545.132 of the Ohio Revised Code authorize any county sheriff, municipal corporation, township, and park district, respectively, 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 multi-jurisdictional 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 other use of police equipment within the territories of the contracting subdivisions; and

WHEREAS, it is the desire of the Party Subdivision 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:

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

1. 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 multi-jurisdictional drug, gang, or career criminal task forces, a 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, to the extent that such assistance is not, in the sole discretion of the responding Party Subdivision, inconsistent with the proper protection of the responding Party Subdivision's 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 sole and absolute discretion of the responding Party Subdivision, such assistance cannot be provided without sacrificing proper police protection within the responding Party Subdivision's 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 elected and appointed officials, agents and employees, which may arise out of their actions outside their own jurisdiction in pursuance of the Agreement. No Party Subdivision, its elected or appointed officers, 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 elected or appointed officers, agents, employees, residents, occupants, licensees, 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.

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 2021. 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 Party Subdivisions and the Prosecuting Attorney of Lorain County, by certified mail.

10. This Agreement supersedes 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: _____

Approved: _____

Authorizing Resolution No. _____

(Legal Counsel)

LORAIN COUNTY SHERIFF

By: _____

Approved: _____

CITY OF AMHERST:

By: _____

Approved: _____

Authorizing Ordinance No. _____

CITY OF AVON

By: _____

Approved: _____

Authorizing Ordinance No. _____

CITY OF AVON LAKE

By: _____

Approved: _____

Authorizing Ordinance No. _____

CITY OF ELYRIA

By: _____

Authorizing Ordinance No. _____

Approved: _____

VILLAGE OF GRAFTON

By: _____

Authorizing Ordinance No. _____

Approved: _____

VILLAGE OF KIPTON

By: _____

Authorizing Ordinance No. _____

Approved: _____

VILLAGE OF LAGRANGE

By: _____

Authorizing Ordinance No. _____

Approved: _____

CITY OF LORAIN

By: _____

Authorizing Ordinance No. _____

Approved: _____

CITY OF NORTH RIDGEVILLE

By: _____

Authorizing Ordinance No. _____

Approved: _____

CITY OF OBERLIN

By: _____

Authorizing Ordinance No. _____

Approved: _____

CITY OF SHEFFILED LAKE

By: _____

Authorizing Ordinance No. _____

Approved: _____

VILLAGE OF SHEFFIELD

By: _____

Authorizing Ordinance No. _____

Approved: _____

VILLAGE OF SOUTH AMHERST

By: _____

Approved: _____

Authorizing Ordinance No. _____

CITY OF VERMILION

By: _____

Approved: _____

Authorizing Ordinance No. _____

VILLAGE OF WELLINGTON

By: _____

Approved: _____

Authorizing Ordinance No. _____

LORAIN COUNTY METROPARKS

By: _____

Approved: _____

Authorizing Resolution No. _____

**OPERATIONAL
PLAN
Exhibit "A"**

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 office.
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 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 personnel is necessary for the safety and protection of all parties included.

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 included 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 for 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 department rules and regulations, chain of command, or delegation of authority.
8. The appropriate official as designated pursuant to Paragraph 1 of the Mutual Aid agreement shall be designated to request police services from cooperating agencies for limited-time special events or for extended periods based upon need. Such services may include the facilitation of personnel by their employing Agency for the provision of police protection to a requesting Agency for voluntary, special event details performed while such personnel are not on duty for the employing Agency ("Off-Duty Details").
9. All wage and disability payments, pension, worker's compensation claims, medical expenses or other employment benefits for employees performing pursuant to this Agreement shall be the responsibility of the employing Agency to the same extent as if the employee were providing services for the employing Agency.
10. 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.
11. This Agreement supersedes 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.
12. A signed copy of the Agreement shall be delivered to and retained in the office of the Prosecuting Attorney of Lorain County.