

MULTI-JURISDICTIONAL AGREEMENT FOR LORAIN COUNTY SPECIALTY WEAPONS AND TACTICS TEAM

This Multi-Jurisdictional Agreement for Lorain County Special Weapon and Tactics Team (this "Agreement") is entered into and made effective as of the date indicated below, by and among the following political subdivisions of Lorain County, Ohio, hereinafter called "Party Subdivisions".

Lorain County Sheriff
Lorain County Metroparks
City of Amherst
City of Avon
City of Avon Lake
City of North Ridgeville
City of Oberlin
City of Sheffield Lake

City of Vermilion
Village of Grafton
Village of Kipton
Village of Lagrange
Village of Sheffield
Village of South Amherst
Village of Wellington

1. **EFFECTIVENESS.** This Agreement is entered into pursuant to Sections 311.29, 505.43, 737.04, 1545.131 of the Ohio Revised Code as well as that certain Lorain County, Ohio, Amended Mutual Aid Agreement for Law Enforcement dated _____, 2021 by and among the Party Subdivisions. This Agreement shall become effective upon the date that it has been approved and executed by all of the respective Party Subdivisions.
2. **PURPOSE.** The Party Subdivisions desire to jointly maintain and operate a multi-jurisdictional Special Weapons and Tactics team to effectively respond to serious criminal occurrences as described below. Party Subdivisions have been participants in a similar team for several years pursuant to previous MOU's and agreements.
3. **FORMATION.** There is hereby created a multi-jurisdictional team to be hereinafter known as the "LORAIN COUNTY SPECIAL WEAPONS AND TACTICS TEAM" ("SWAT TEAM"), the members of which shall be the respective law enforcement agencies to the above-mentioned Party Subdivisions. Team members from each Party Subdivision will be sworn in by the Lorain County Sheriff as a Special Deputy. As special needs arise, it may be necessary to request assistance from other law enforcement agencies and/or personnel, at the discretion of the SWAT Commander and/or Assistant SWAT Commander, both of whom will be appointed by the Lorain County Sheriff.
4. **STATEMENT OF PROBLEM.** Lorain County continues to experience isolated incidents of violent criminal activity and confrontations. Some factors that are related to violent criminal activity are criminal street gangs, drug abuse, heightened awareness of the necessity for Homeland Security, increased urbanization, and increased population densities. The ability to safely control, contain, and resolve criminal conduct such as civil disobedience, barricaded subjects, hostage situations, gang member arrests, high risk felony arrests, and narcotic/high risk search warrants often strains resources of the law enforcement agencies which are members of the Party Subdivisions.

A multi-jurisdictional effort to handle specific serious criminal confrontations will result in more effective pooling of personnel, improved utilization of funds, reduced duplication of equipment, improved training, development of specialized expertise, and increased utilization/application of a combined special response team. The results of a multi-jurisdictional effort will be improved services for the citizens of all participating jurisdictions, increased safety for officers, and the community, and improved cost effectiveness.

5. **TEAM OBJECTIVES.** Individual law enforcement officers from each participating jurisdiction will be consolidated and combined to form the SWAT Team. The SWAT Team service shall be available to each of the Party Subdivisions to this Agreement. The SWAT Team may also be available to outside law enforcement agencies at the discretion of the SWAT Commander and/or Assistant SWAT Commander. SWAT Team service to such outside law enforcement agencies will be, as set forth below, contingent upon a prior agreement from such non-Party Subdivisions to incur the costs involved and to indemnify, defend and hold harmless the Party Subdivisions to this Agreement with respect to any liability related to the SWAT Team's actions reflected in a written interlocal agreement. No costs will be incurred in non-Party Subdivisions that have their own SWAT Teams, and which provide a reciprocal back-up service to the Lorain County SWAT Team.

The objective of the SWAT Team shall be to provide enhanced use of personnel, equipment, budgeted funds, and training. The SWAT Team shall respond as requested by any of the Party Subdivisions and provide coordinated response to high-risk incidents.

6. **TERMINATION.** Any Party Subdivision to this Agreement may withdraw from its participation in the SWAT Team and terminate its obligations hereunder upon delivery of written notice to such effect to the office of the Lorain County Sheriff's Office not less than thirty (30) days prior to the intended termination date.

In the event that a participating agency does not generally and consistently comply with the commitments outlined in this Agreement, as reasonably determined by the SWAT Commander, the issue will be presented by the SWAT Commander to the Chiefs of Police of each Party Subdivision and Sheriff (or their designated representatives) for final resolution. Remedies may include establishing a timeline for compliance, a temporary reduction in involvement for a prescribed period of time, or termination of the Agreement with respect to the Party Subdivision agency not in compliance. Any such remedy that is implemented shall have been approved by at least a majority of the Chiefs and Sheriff (or their designated representatives).

7. **GOVERNANCE.** The daily operation of the SWAT Team shall be governed by the Lorain County SWAT Operational Guidelines that will be distributed to and approved by the Lorain County Sheriff and the Chiefs of Police of each Party Subdivision. The Operational Guidelines Manual may be amended from time to time by written approval of the Lorain County Sheriff and the Chiefs of Police of each Party Subdivision. Upon such amendment, the amended Operational Guideline Manual will be provided to each Party Subdivisions' contract representative and shall supersede any prior versions of that Manual.

The SWAT Commander shall establish appropriate training guidelines and schedules for the SWAT Team. The Swat Commander shall prepare the recommended annual minimum financial commitments for each party so as to ensure proper operating equipment for the SWAT Team. The recommended expenditures will be presented for each party to the Chiefs and Sheriff annually.

At least bi-annually, the SWAT Team Commander shall schedule a meeting with the Chiefs and Sheriff, or their designees, collectively, for the purpose of updating and reviewing the current SWAT Operational Guidelines Manual and future needs of the SWAT Team. The SWAT Team Commander shall provide information relating to the function, expenditures, accomplishments, training, number of calls the SWAT Team responded to, problems within the SWAT Team, and any other matter as requested by the Chiefs and/or Sheriff.

8. **ASSIGNMENT OF OFFICERS.** Each Party Subdivision hereby agrees to the member selection criteria established in the Operational Guidelines Manual. All wage and disability payments, pension, worker's compensation claims, medical expenses or other employment benefits for SWAT Team members performing pursuant to this Agreement shall be the responsibility of the employing Agency to the same extent as if the SWAT Team member were providing services for the employing Agency.
9. **REQUEST FOR ASSISTANCE, COMMAND AND CONTROL.** Any Party Subdivision to this Agreement may request the assistance of the SWAT Team, provided such request shall be made by the respective Sheriff or Chief of Police or any Officer acting in their capacity. Upon activation of the SWAT Team within a jurisdiction, an Incident Commander, SWAT Commander, Assistant SWAT Commander, SWAT Team Leader and other team leaders will be designated with duties under the procedures set forth in the Operational Guidelines Manual adopted by the Party Subdivisions.
10. **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 the Agreement. No Party Subdivision, or 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.
11. **EQUIPMENT, TRAINING, AND BUDGET.** Each Party Subdivision shall acquire and maintain ownership of the uniform required for its participating SWAT and

Negotiator Team members. This includes personal uniform items, ballistic helmet, ballistic vest, gas mask and rifle. Each Party Subdivision shall bear the costs to update, replace, repair, and maintain the equipment and supplies utilized by its participating SWAT and Negotiator Team members. Each Party Subdivision shall bear the cost to provide for training of its participating members.

The equipment, supplies, and training provided by each party to its personnel participating in SWAT and Negotiator Team shall be compatible and consistent to those provided by the other Party Subdivisions. Each Party Subdivision agrees to the minimum training requirements as recommended by the SWAT Commander and approved by each agency representative. The same commitment applies to the training requirements for Negotiator Team members.

The Chiefs and Sheriff (or their designated representatives) must approve any joint capital expenditure for SWAT equipment by majority vote.

For maintenance, operation equipment and training costs, each Party Subdivision shall contribute funds annually based upon their population as follows:

- Political Subdivisions having a population less than 2,500 will pay \$500.00 or such lesser amount as agreed to by majority vote of the Chiefs and Sheriff (or their designated representatives).
- Political Subdivisions having a population of 2,500 up to and including 10,000 will pay \$1,000.00.
- Political Subdivisions having a population above 10,000 will pay \$2,500.00.

The cost will be determined utilizing the most recently published census estimate for the population for each Party Subdivision. Should the need arise to increase the costs for maintenance, operation, equipment, and training of the team, an affirmative vote of at least three-fourths (3/4) of the Chiefs and Sheriff (or their designated representatives) shall be required. Votes to increase the maintenance, operation equipment and training costs above what is stated in this Agreement may only be for single year increases.

12. PRIOR AGREEMENTS. The Party Subdivisions agree that this Agreement supersedes any and all prior written or verbal agreements between any or all of the Party Subdivisions pertaining to a multi-jurisdictional SWAT Team, and that any such prior agreements shall become null and void upon the full execution of this Agreement.

13. ASSISTING NON-PARTY JURISDICTIONS. The Party Subdivisions agree that the SWAT Team may assist other jurisdictions not a party to the Agreement; provided such other jurisdiction must first execute a written interlocal agreement with the Party Subdivisions in which the other jurisdiction agrees to: a) assume the liability for the actions/inactions of the SWAT Team members acting in the course and scope of their duties as a team member; and, b) reimburse the Party Subdivisions to this Agreement for all overtime pay incurred as a result of the SWAT Team call-out. This section shall not apply to non-Party Subdivisions which have their own SWAT Teams which provide a reciprocal back-up service to the Lorain County SWAT Team.

14. **INTERLOCAL COOPERATION ACT PROVISIONS.** It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquiring, holding, or disposing of real or personal property other than as specifically provided within the terms of this Agreement. The Lorain County Sheriff shall be designated as the Administrator of this Interlocal Agreement. This Agreement shall be filed with the Lorain County Prosecutor's Office and the Lorain County Sheriff's Office.

15. **AUTHORIZATIONS.** By signing below, the signor certifies the he or she has the authority to sign this Agreement on behalf of the Party Subdivision, and the Party Subdivision agrees to this Agreement.

16. **ENTIRE AGREEMENT.** The Party Subdivisions agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

17. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument, it being understood that the parties need not sign the same counterpart.

BOARD OF COMMISSIONERS OF LORAIN
COUNTY:

By: _____

Approved: _____

Authorizing Resolution No. _____

LORAIN COUNTY SHERIFF:

By: _____

Approved: _____

LORAIN COUNTY METROPARKS:

By: _____

Approved: _____

Authorizing Resolution No. _____

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 NORTH RIDGEVILLE:

By: _____

Approved: _____

Authorizing Ordinance No. _____

CITY OF OBERLIN:

By: _____

Approved: _____

Authorizing Ordinance No. _____

CITY OF SHEFFIELD LAKE:

By: _____

Approved: _____

Authorizing Ordinance No. _____

CITY OF VERMILION:

By: _____

Approved: _____

Authorizing Ordinance No. _____

VILLAGE OF GRAFTON:

By: _____

Approved: _____

Authorizing Ordinance No. _____

VILLAGE OF KIPTON:

By: _____

Approved: _____

Authorizing Ordinance No. _____

VILLAGE OF LAGRANGE:

By: _____

Approved: _____

Authorizing Ordinance No. _____

VILLAGE OF SHEFFIELD:

By: _____

Approved: _____

Authorizing Ordinance No. _____

VILLAGE OF SOUTH AMHERST:

By: _____

Approved: _____

Authorizing Ordinance No. _____

VILLAGE OF WELLINGTON:

By: _____

Approved: _____

Authorizing Ordinance No. _____

