

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING TO JOINTLY FUND THE PURCHASE AND MAINTENANCE OF A Lenco BEARCAT® G3 ARMORED SPECIALTY RESCUE VEHICLE FOR THE EASTERN LORAIN COUNTY EMERGENCY RESPONSE TEAM (ELCERT) COMPRISED OF THE CITY OF AVON, THE CITY OF AVON LAKE, AND THE CITY OF NORTH RIDGEVILLE AND DECLARING AN EMERGENCY.

WHEREAS, the cities of Avon, Avon Lake, and North Ridgeville desire to jointly fund the purchase and ongoing maintenance of a Lenco BearCat® G3 armored specialty rescue vehicle to support the multi-jurisdictional Tactical Response Team, also known as, Eastern Lorain County Emergency Response Team (ELCERT); and

WHEREAS, the purchase price for the Lenco BearCat® G3 armored specialty rescue vehicle, with all the required options, is \$358,387 and its cost will be evenly distributed amongst the three cities; and

WHEREAS, the purchase and maintenance of such vehicle requires a memorandum of understanding which is authorized pursuant to Section 140.02 of the Ohio Revised Code; and

WHEREAS, Council, after reviewing the proposed memorandum of understanding, finds it necessary and desirable to enter said agreement to jointly fund the purchase and ongoing maintenance of a Lenco BearCat® G3 armored specialty rescue vehicle.

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

Section No. 1: That Council hereby approves, accepts, and authorizes the Mayor to enter into a memorandum of understanding to jointly fund the purchase and ongoing maintenance of a Lenco BearCat® G3 armored specialty rescue vehicle at a cost of \$358,387, that will be evenly distributed amongst the cities of Avon, Avon Lake, and North Ridgeville; a copy of said contract being attached hereto, marked as “Exhibit A” and incorporated herein by reference.

Section No. 2: That it 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 No. 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 Lake, Ohio. Therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

1st reading: 2/12/2024

2nd reading:

3rd reading:

PASSED: 2/26/2024

/s/ Martin E. O'Donnell
President of Council

POSTED: 3/01/2024

APPROVED: 2/27/2024

ATTEST: /s/ Valerie E. Rosmarin
Clerk of Council

/s/ Mark A. Spaetzel
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, 737.041, and 9.48 of the Ohio Revised Code, as well as the attached Memorandum of Understanding (MOU) forming the Eastern Lorain County Emergency Response Team (ELCERT and/or "the Team").
2. **Purpose.** To jointly fund the purchase and ongoing maintenance of a Lenco BearCat® G3 armored specialty rescue vehicle to support the multi-jurisdictional Tactical Response Team (TRT) in order to effectively and efficiently respond to violent criminal acts as well as high-risk operations that may occur within their jurisdictional boundaries.
3. **Formation.** In August of 2022, the three (3) Party Subdivisions, through the approval of a MOU, a copy of which is attached, created a multi-jurisdictional TRT, to be hereinafter known as the ELCERT. The TRT is comprised of employees from the law enforcement divisions of the named Party Subdivisions.
4. **Justification.** In forming the ELCERT, the Party Subdivisions recognized 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 oftentimes requires a response from police officers who have received specialized tactical training and equipment. The regional and multi-jurisdictional Team has been tasked with addressing 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 also recognized that 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. The ELCERT is currently comprised of approximately sixteen (16) sworn police officers serving in tactical roles, three (3) paramedic firefighters serving in medical support roles, and five (5) negotiators serving in support roles to the Team. The Team is well trained, staffed, and equipped. However, the Team does not have an armored vehicle available to safely and effectively respond to any situation that may involve an armed individual. The lack of an armored rescue vehicle is drastically impairing the Team's ability to respond to certain situations in which they may be called upon to intervene.

5. **Approval.** The Chiefs of Police of the three (3) Party Subdivisions have met and unanimously agreed that there is a significant and urgent need to provide the members of the ELCERT with a proper armored rescue vehicle in order for the Team to safely and effectively carry out their responsibilities. As stated in the original MOU that formed the ELCERT, any joint capital expenditure that may be needed for the TRT must be unanimously approved by all the Chiefs of Police of the participating Party Subdivisions. Any costs arising out of a joint capital expenditure that is approved, including 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, including 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.
6. **Vehicle.** Through research, the Chiefs of Police have identified the Lenco BearCat® model G3 as the most appropriate armored rescue vehicle for the ELCERT. The purchase price for the vehicle, with all the required options, is \$358,387. The required specifications for the vehicle are attached to this MOU.
7. **Funding and Purchase.** Per the original MOU, the costs arising from the purchase of the vehicle are to be evenly distributed amongst the three (3) Party Subdivisions. Additionally, any maintenance-related costs associated with the vehicle are to be equally shared amongst the Party Subdivisions. For these reasons, it is mutually agreed upon that an ELCERT budgetary line item will be established with the City of Avon Finance Department to purchase and maintain the armored rescue vehicle. Each Party Subdivision hereby agrees to initially fund the ELCERT finance line item \$125,000, for a combined total initial budget of \$375,000. After the initial purchase cost of the vehicle, \$358,387, the remaining balance of \$16,613 will remain in the ELCERT finance line item to be used for ongoing maintenance, repairs, and equipment, as needed and agreed upon by the Chiefs of Police of the three (3) Party Subdivisions. The purchase of the vehicle will be pursuant and in compliance with Section 9.48 of the Ohio Revised Code, which authorizes political subdivisions to participate in contract offerings from the federal government that are available to a political subdivision, including, but not limited to, contract offerings from the general services administration (GSA). The purchase will be made through the GSA Federal Acquisition Service, Contract No. GS-07F-169DA.
8. **Ownership.** Each Party Subdivision will have equal rights and ownership of the vehicle while they are parties to and members of the ELCERT. However, as stated in the original MOU, any Party Subdivision wishing to terminate their participation with the Team will relinquish any ownership rights in any joint capital expenses, including vehicles, that may have previously been made for the Team. The vehicle, for procedural purposes, will be titled and insured in the City of Avon Police Department's name and stored indoors at the Avon Police Department's garage. This location is geographically central to all three (3) Party Subdivisions, and access to the vehicle will be made available to all three (3) Party Subdivisions. If the vehicle is ever decommissioned and sold, and as unanimously determined by the Chiefs of Police of the three

(3) Party Subdivisions, any proceeds from the sale will be deposited into the ELCERT fund or equally distributed back to the three (3) Party Subdivisions if they are still active members of the ELCERT.

9. **Use.** The vehicle will be used exclusively for and by the ELCERT. Any requests for the vehicle for public relations-related events will be approved or denied by the ELCERT commander or executive officer based on the operational needs of the ELCERT. Requests for public relations events will be approved or denied based on the date of request. Any request for public relations events from more than one agency that falls on the same date will be approved or denied based on the date the request was initially received.
10. **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

Mayor Approved: _____

Date: _____

Chief of Police: _____

Authorizing Ordinance No.: _____

CITY OF AVON LAKE

Mayor Approved: /s/ Mark A. Spaetzel

Date: 2-27-2024

Chief of Police: _____

Authorizing Ordinance No.: 24-24

CITY OF NORTH RIDGEVILLE

Mayor Approved: _____

Date: _____

Chief of Police: _____

Authorizing Ordinance No.: _____