

RESOLUTION NO. 2023-32

**A RESOLUTION TO AMEND THE MUTUAL AID AGREEMENT BETWEEN THE LAKE COUNTY BOARD OF COMMISSIONERS AND THE CITY OF WILLOWICK TO ADD THE LAKE COUNTY SHERIFF, OR DESIGNEE, AS A PERMANENT MEMBER OF THE LAKE COUNTY NARCOTICS EXECUTIVE BOARD OF THE LAKE COUNTY NARCOTICS AGENCY AND DECLARING AN EMERGENCY**

**WHEREAS**, the Lake County Commissioners and the City of Willowick desire to amend the Mutual Aid Agreement to add the Lake County Sheriff and his designee, as a permanent member of the Lake County Executive Board of the Lake County Narcotics Agency; and

**WHEREAS**, a copy of the proposed amendment to the Mutual Aid Agreement is attached hereto and incorporated herein.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Willowick, County of Lake, and State of Ohio:

**Section 1.** That the Mayor of the City of Willowick is hereby authorized to enter into the Amended Mutual Aid Agreement with the Board of Lake County Commissioners allowing the Lake County Sheriff, or Designee, as a permanent member of the Lake County Narcotics Executive Board of the Lake County Narcotics Agency.

**Section 2.** It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were conducted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such actions were conducted in meetings open to the public in compliance with all legal requirements including Chapter 123 of the Codified Ordinances of the City of Willowick.

**Section 3.** This Resolution constitutes an emergency measure in that the same provides for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the City of Willowick and further provides for the usual and necessary daily operation of the municipal sewers; wherefore, this Resolution shall be in full force and take effect immediately upon its passage by Council and approval by the Mayor.

PASSED: \_\_\_\_\_, 2023

\_\_\_\_\_  
President/President Pro Tempore

SUBMITTED to the Mayor for his approval  
on \_\_\_\_\_, 2023

APPROVED by the Mayor on  
\_\_\_\_\_, 2023

ATTEST:

\_\_\_\_\_  
Christine Morgan, Clerk of Council

\_\_\_\_\_  
Michael J. Vanni, Mayor



## MUTUAL AID AGREEMENT

THE BOARD OF LAKE COUNTY COMMISSIONERS, OHIO ("Commissioners") and THE LEGISLATIVE AUTHORITIES OF ALL POLITICAL SUBDIVISIONS WITHIN LAKE COUNTY, OHIO ("Political Subdivisions") hereby enter into this Agreement to continue the existence of a County-wide organization, known as the LAKE COUNTY NARCOTICS AGENCY ("Agency"), under a reformulated Board, said organization is created pursuant to Section 307.15, Ohio Revised Code, and according to the following terms and conditions:

1. The Agency is hereby authorized to render the services of coordinating the investigation of illegal drug sales and illegal drug use throughout Lake County and to exercise for and on behalf of each party hereto such power and authority incidental thereto as such party may lawfully do, consistent with State statutes and the provisions of this Agreement.
2. There is hereby created a "LAKE COUNTY NARCOTICS EXECUTIVE BOARD" ("Board") whose membership shall consist of an eight (8) member Board of Trustees including the following members for the following terms:
  - a. The Lake County Sheriff, or his designee, is to be a permanent member of the Board.
  - b. The Lake County Prosecutor, or his designee, is to be a permanent member of the Board.
  - c. The Commissioners are to designate their representative on the Board as a permanent member of the Board. The Commissioners shall have the authority to change its representative annually.
  - d. A City Manager and/or Mayor shall be chosen, by the Commissioners, to serve a three (3) year term commencing upon the execution of this Agreement and ending on December 31, 1993. On and after January 1, 1994, this term shall be for successive three (3) year terms.
  - e. Two (2) Police Chiefs from Lake County shall be chosen by the Commissioners to serve two (2) year terms commencing upon the execution of this Agreement and ending on December 31, 1992. On and after January 1, 1993, these appointments shall be for successive three (3) year terms. The Commissioners shall consider a recommendation made by the Lake County Association of Chiefs of Police ("Association"), but shall not be constrained to follow that recommendation.
  - f. Two (2) Police Chiefs from Lake County shall be chosen to serve one (1) year terms, commencing upon the execution of this Agreement and ending on December 31, 1991. On and after January 1, 1992, these appointments shall be for successive three

(3) year periods. The Commissioners shall consider a recommendation made by the Association, but shall not be constrained to follow that recommendation. All appointments to the Board shall be made by the Commissioners, as set forth above.

3. The Board shall select its own chairperson. The Board shall meet upon the call of its chairperson or one-third (1/3) of its members may call for a meeting. Once appointed, the chairperson shall only vote in the event of a tie vote to break the tie.
4. The Board shall employ by contract or appoint an Agency Director whose duties shall be prescribed by the Board and as further prescribed herein. The Agency Director may appoint, with prior approval of the Board, such other assistants and staff to assist him in administering this program. The salary of the Agency Director and other personnel shall be paid from a Lake County fund known as the "Lake County Narcotics Agency Fund."
5. The Board shall prepare for submission to the Commissioners a proposed budget each year. The funds to be provided for the Agency's budget shall be derived from the Narcotics Levy passed June 8, 1982, et seq. All other funds received by the Agency or to the Agency's credit from whatever source, or by whatever means shall be paid to the Auditor of Lake County to be placed in the "Lake County Narcotics Agency Fund."
6. Any appointed member of the Board who terminates before the expiration of his term will be replaced by a new appointee to fill the unexpired term pursuant to paragraph 2 above.
7. The Board shall be the policy making authority and shall be responsible for implementing the provisions of this Agreement through its Agency Director. In performing duties pursuant to this Agreement, the Board is authorized to cooperate with all other political subdivisions, with the State of Ohio, with other states, the Federal Government, and private agencies in all matters pertaining to narcotics investigations.
8. All employees of the Agency, who are certified by the State of Ohio as law enforcement officers, shall have full police powers to undertake actions authorized by this Agreement in any of the signatory political subdivisions to this Agreement, and shall have the authority to enforce drug related criminal statutes of the State of Ohio. The Agency shall be solely liable for any actions taken by employees of the Agency in the scope of their employment, and the Agency and the Commissioners agree to hold harmless other signatories to this Agreement for any and all claims which may arise therefrom.
9. On or about the 31st day of January, 1992, and every year thereafter on January 31st, the Board shall issue a written report to the Commissioners which shall include, but not be limited to, the number of investigations during the prior year, the number of arrests made, the number of convictions, the estimated value of drugs seized, and any other information the Board or the Commissioners may deem pertinent.

This Agreement shall be in full force and effect when the Commissioners have executed it. This Agreement shall be in full force and effect as to any political subdivision upon execution by it. There shall be no set term ending this contract. This Agreement may be terminated or amended by the Commissioners at any time, after a thirty (30) day written notice is given to the other signatories hereto. Any other party to this Agreement may terminate this Agreement, as to that party only, upon thirty (30) days written notice to all other parties hereto.

The parties agree that the terms of this Agreement shall be severable, in the event that any term is considered illegal, unenforceable, or against public policy. This Agreement shall be interpreted and construed under the laws of the State of Ohio, County of Lake, and shall be considered entered into at Painesville, Ohio.

IN WITNESS WHEREOF, the parties hereto subscribe their signatures by their duly elected officers, in accordance with and pursuant to legislation duly and lawfully adopted by their legislative bodies as of the dates indicated. The political subdivision shall attach a copy of its legislation hereto.

**LAKE COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
JOHN R. HAMERCHECK, President      Date

\_\_\_\_\_  
JOHN PLECNIK      Date

\_\_\_\_\_  
RICHARD J. REGOVICH      Date

Attest: \_\_\_\_\_

***APPROVED AS TO FORM:***

**CHARLES E. COULSON  
PROSECUTING ATTORNEY**

By: \_\_\_\_\_  
Date

**CONCORD TOWNSHIP**

By: \_\_\_\_\_  
Date

Attest: \_\_\_\_\_

**LEROY TOWNSHIP**

By: \_\_\_\_\_  
Date

Attest: \_\_\_\_\_

**MADISON TOWNSHIP**

By: \_\_\_\_\_  
Date

Attest: \_\_\_\_\_

**PAINESVILLE TOWNSHIP**

By: \_\_\_\_\_  
Date

Attest: \_\_\_\_\_

**PERRY TOWNSHIP**

By: \_\_\_\_\_  
Date

Attest: \_\_\_\_\_

**FAIRPORT HARBOR VILLAGE**

By: \_\_\_\_\_  
Date

Attest: \_\_\_\_\_

**GRAND RIVER VILLAGE**

By: \_\_\_\_\_  
Date

Attest: \_\_\_\_\_

**KIRTLAND HILLS VILLAGE**

By: \_\_\_\_\_  
Date

Attest: \_\_\_\_\_

**LAKELINE VILLAGE**

By: \_\_\_\_\_  
Date

Attest: \_\_\_\_\_

**MADISON VILLAGE**

By: \_\_\_\_\_  
Date

Attest: \_\_\_\_\_

**NORTH PERRY VILLAGE**

By: \_\_\_\_\_  
Date

Attest: \_\_\_\_\_

**PERRY VILLAGE**

By: \_\_\_\_\_  
Date

Attest: \_\_\_\_\_

**TIMBERLAKE VILLAGE**

By: \_\_\_\_\_  
Date

Attest: \_\_\_\_\_

**WAITE HILL VILLAGE**

By: \_\_\_\_\_  
Date

Attest: \_\_\_\_\_

**EASTLAKE CITY**

By: \_\_\_\_\_  
Date

Attest: \_\_\_\_\_

**KIRTLAND CITY**

By: \_\_\_\_\_  
Date

Attest: \_\_\_\_\_

**MENTOR CITY**

By: \_\_\_\_\_  
Date

Attest: \_\_\_\_\_

**MENTOR ON THE LAKE CITY**

By: \_\_\_\_\_  
Date

Attest: \_\_\_\_\_



**PAINESVILLE CITY**

By: \_\_\_\_\_ Date

Attest: \_\_\_\_\_

**WICKLIFFE CITY**

By: \_\_\_\_\_ Date

Attest: \_\_\_\_\_

**WILLOUGHBY CITY**

By: \_\_\_\_\_ Date

Attest: \_\_\_\_\_

**WILLOUGHBY HILLS CITY**

By: \_\_\_\_\_ Date

Attest: \_\_\_\_\_

**WILLOWICK CITY**

By: \_\_\_\_\_ Date

Attest: \_\_\_\_\_

