

RESOLUTION NO. 33-17
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Bill Servo ON THE 19th DAY OF June, 2017.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND AMONG THE MIAMI VALLEY COMMUNICATIONS COUNCIL AND THE CITIES OF CENTERVILLE, GERMANTOWN, KETTERING, MIAMISBURG, MORaine, OAKWOOD, SPRINGBORO AND WEST CARROLLTON FOR THE OPERATION OF A TACTICAL CRIME SUPPRESSION UNIT.

WHEREAS, the MVCC and the Members entered into a Tactical Crime Suppression Unit (TCSU) Agreement on or about November 21, 1985, which was extended and modified on January 2, 1991, and October 10, 2011, and has been extended on a year-to-year basis since 2011; and

WHEREAS, the Police Chiefs of the participating cities have completed a process of reviewing and updating the current agreement; and

WHEREAS, the updated agreement requires approval by the City Councils of the participating cities; and

WHEREAS, the City Council has determined that it will benefit the public safety to continue the City's participation in the Tactical Crime Suppression Unit.

NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. The City Manager is hereby authorized to enter into an agreement by and among the Miami Valley Communications Council and the Cities of Centerville, Germantown, Kettering, Miamisburg, Moraine, Oakwood, Springboro and West Carrollton for the operation of a multi-jurisdictional Tactical Crime Suppression Unit, a copy of which is attached hereto and made a part hereof.

Section 2. The attached agreement supersedes and replaces all previous Agreements among the parties relating to the Tactical Crime Suppression Unit.

Section 3. This resolution shall take effect at the earliest date provided by law.

PASSED THIS 19th day of June, 2017.


Mayor of the City of Centerville, Ohio

ATTEST:

Carin R. Andrews
Clerk of Council
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 33-17, passed by the Council of the City of Centerville, Ohio on the 19th day of June, 2017.

Carin R. Andrews
Clerk of the Council

Approved as to form, consistency
with existing ordinances, the Charter
and Constitutional Provisions.
Department of Law
Scott A. Liberman
Municipal Attorney

TACTICAL CRIME SUPPRESSION UNIT AGREEMENT

THIS TACTICAL CRIME SUPPRESSION UNIT AGREEMENT ("Agreement") is entered into effective the _____ day of _____, 2016, by and between the Miami Valley Communications Council, a regional council of governments organized pursuant to Ohio Revised Code Chapter 167 (the "MVCC"), and the municipalities of Centerville, Germantown, Kettering, Miamisburg, Moraine, Oakwood, Springboro and West Carrollton, all being Ohio municipal corporations (the "Members").

WITNESSETH:

WHEREAS, on November 21, 1985, the parties created the Tactical Crime Suppression Unit ("TCSU") for purposes of coordinating the Members' police activities and exchange of information to deal more effectively with the present and projected crime levels in the Members' municipalities, including but not limited to the crimes of robbery, burglary, drug trafficking, automobile theft, and the activities of career and white collar; and

WHEREAS, pursuant to Ohio Revised Code Chapter 167 and Section 737.04 of the Ohio Revised Code, the MVCC and the Members entered into a TCSU Agreement or about November 21, 1985, which was extended and modified on January 2, 1991, and October 10, 2011, and has been extended on a year-to-year basis since 1991; and

WHEREAS, it is the intention of the parties that this Agreement supersede and replace all prior Agreements relating to TCSU.

NOW, THEREFORE, in consideration of the above recitations and the benefits to them mutually accruing, the parties hereto agree as follows:

1. **Definitions.**

- A. **Agreement Year** – A period of time commencing on the 1st day of January, 2016 and ending of the 31st day of December 2016 provided; however, that this Agreement shall be automatically renewed each year unless no less than ninety (90) days prior to the date of renewal a Member serves written notice upon all other Members of its election not to renew, in which event said Member shall cease to be a Member beginning with the year it elects not to renew and continuing until such time as the same Member desires and is permitted to again become a Member pursuant to the provisions of the then effective Agreement by and among the then Members.
- B. **Chief of Police** - When referenced in this Agreement, a Member's Chief of Police would also mean the Member's Acting Chief of Police or highest ranking police officer in the absence of a Chief of Police.
- C. **MVCC Equipment** – Equipment and materials purchased and owned by MVCC and loaned to TCSU for Investigative Operations.

- D. Gov-Tech Committee - An MVCC subcommittee consisting of the city managers of each Member that acts as an advisory committee to the TCSU.
- E. Investigative Operations - Either: (i) an official TCSU criminal investigation on a particular Target(s), or (ii) a TCSU investigation of possible criminal activity.
- F. Member Agency - The police or safety department of each Member to this Agreement
- G. Member Equipment – Any equipment or materials including, but not limited to, communication equipment, surveillance equipment, and mobile command post and police vehicles requested by the TCSU Board of Directors to be provided by a Member for use by the TCSU.
- H. Members – Members of the TCSU which include the municipalities of Centerville, Germantown, Kettering, Miamisburg, Moraine, Oakwood, Springboro and West Carrollton.
- I. Other Personnel - Clerical or other non-sworn personnel employed by the Member Agencies and designated by the Member Agencies to work on TCSU Investigative Operations and/or Special Tasks on a temporary basis.
- J. Overtime – Hours in excess of a normal work day or week as described in the collective bargaining agreements of each Member or the personnel rules of a Member, whichever shall be applicable.
- K. Special Agents - Law enforcement officers employed by the Member Agencies and designated by the Member Agencies to work on TCSU Investigative Operations and/or Special Tasks on a temporary basis.
- L. Special Task - Duty assignment given to an Agent or Other Personnel that is limited to a specific task as part of an Investigative Operation.
- M. Standing Agent Employers - The three Member Agencies providing one law enforcement officer each from their respective staffs to act as Standing Agents for TCSU Investigative Operations and/or Special Tasks for the Agreement Year.
- N. Standing Agents - A total of three law enforcement officers employed by the Standing Agent Employers and appointed by their Member Agency to work on TCSU Investigative Operations and/or Special Tasks on a standing basis for the Agreement Year.
- O. TCSU Fund – Name of separate accounting fund held by MVCC for administration of the TCSU.

- P. Target - An individual or group of individuals who have been identified as the subject of an Investigative Operation.

2. Purpose.

The purpose of the TCSU is to provide a means of collaboration between the Members in investigating and combatting organized criminal activity and violations of various federal and state laws including, but not limited to:

- R.C. 2923.32 (corrupt activity)
- R.C. 1315.55; 18 USC 1956 (money laundering)
- 18 USC 922 (illegal possession of firearms, theft of firearms, use of weapons in drug trafficking crimes, dealing without license)
- R.C. 2925.03 (trafficking in drugs)
- R.C. 2912.02 (grand theft – motor vehicle)
- R.C. 2913.51 (receiving stolen property)
- R.C. 2923.24 (possession of criminal tools)
- 7 USC 2024 (illegal use of food stamps)
- 18 USC 371 (conspiracy)
- Any statutory crimes that are derived from, connected or related to, stem from, or are the result of the specified statutory sections.

By their execution of this Agreement, each of the signatories pledge their full cooperation to the remaining parties for the purpose of enhancing each party's law enforcement capabilities and reducing the impact of criminal activity within the Members' municipal borders.

3. The TCSU Structure.

A. Gov-Tech Committee.

- i. Composition. The Gov-Tech Committee is an MVCC sub-committee comprised of the City Managers of each of the Members.
- ii. Duties and Powers. The Gov-Tech Committee is responsible for overall oversight of the TCSU Activities and works directly with the Board of Directors in setting policies and goals for meeting the objectives of the TCSU. The Gov-Tech Committee is responsible for reviewing and approving the annual budget of the TCSU and making any budgetary changes as may be deemed necessary at the discretion of the Gov-Tech Committee.
- iii. Voting and Meeting Requirements. The Gov-Tech Committee shall meet on a monthly basis to review and attend to TCSU business. Five (5) members of the Gov-Tech Committee shall constitute a quorum and a

simple majority of the quorum shall be required to take any action. A tie vote is a defeat of the item voted upon.

B. TCSU Board of Directors.

- i. Composition. The TCSU Board of Directors is comprised of the Chief of Police of each of the Member Agencies and reports to the Gov-Tech Committee.
- ii. Duties and Powers. The Board of Directors is responsible for overseeing and providing direction to the TCSU Director and Board of Supervisors; working with the Gov-Tech Committee in setting TCSU policies and procedures; providing regular reports and updates regarding TCSU activities to the Gov-Tech Committee; and making requests to Member Agencies for additional Special Agents' services as needed. The Board of Directors has the requisite power to adopt rules and regulations for daily operations of TCSU, and is responsible to prepare and submit to the Gov-Tech Committee an annual TCSU budget for review, modification (as may be deemed necessary), and approval.
- iii. Meeting and Voting Requirements.
 - a) Meetings. The Board of Directors is required to meet no less than once each month to analyze TCSU data and reports, review and pass TCSU policies and procedures, and conduct any other authorized business. Three (3) days advance written notice of the time and place of the meeting shall be given to each Board member by MVCC staff; however, emergency meetings of the Board may be held upon twenty-four (24) hours prior notice to each member. The attendance of a Board member at any Board meeting shall constitute a waiver of any defect in notice.
 - b) Quorum. Five (5) members of the Board of Directors shall constitute a quorum and a simple majority of the quorum shall be required to take any action. A tie vote is a defeat of the item voted upon. Although Board members may designate another person to attend Board meetings on their behalf, only the actual Chiefs of Police of each Member Agency are entitled to vote or be included in the quorum for taking any action of the Board of Directors.
 - c) Items Requiring a Majority Vote.
 - Approval of the recommended annual budget, any alteration in the annual budget.

- Request for or termination of services of Special Agents or Other Employees for an Investigative Operation or Task.
- Approval of TCSU policies and procedures.
- Approval of a course of study for Agents.
- Adoption of rules and regulations and any disciplinary procedures and policies.
- All other TCSU activities unless approved otherwise by the Board of Directors.

C. Board of Supervisors.

- i. Composition. The Board of Supervisors reports to the Board of Directors and is comprised of one or more employees having investigative skills of a Member Agency who are appointed to serve by each Member's Chief of Police. A Member Agency may have more than one Supervisor on the Board of Supervisors; however, each Member Agency shall have only one vote on matters coming before the Board of Supervisors.
- ii. Duties and Powers. The Board of Supervisors is responsible for identifying Targets and recommending Investigative Operations to the Board of Directors; making recommendations to the Board of Directors relative to requests for additional Special Agents for specific Investigative Operations or Special Tasks; working with the TCSU Director in directing Investigative Operations and Special Tasks, making requests for shared resources, and soliciting information from the Member Agencies through the MVCC; gathering and exchanging shared information, all as further detailed herein below.
- iii. Meeting and Voting Requirements.
 - a) Meetings. The Board of Supervisors is required to meet no less than once each month to review the preceding month's TCSU activities, select Targets, submit Targets to the Board of Directors for approval, allocate manpower and resources, and submit requests for assistance from other Members. Meetings shall be held once each month at the MVCC office.
 - b) Quorum. A quorum of the Board of Supervisors shall consist of five (5) voting members of the Board of Supervisors, and each of the five (5) same Members shall represent separate and distinct Member Agencies. A simple majority of the quorum shall be

required to take any action. A tie vote is a defeat of the item voted upon.

D. TCSU Director.

- i. Duties and Responsibilities. The TCSU Director reports directly to the Board of Directors and shall serve as the full-time director and supervisor of all TCSU activities including, but not limited to: supervising all TCSU Agents and personnel; coordinating and supervising all TCSU Investigating Operations and Special Tasks; working directly with the Board of Supervisors in initializing and staffing new Investigative Operations; working with the Board of Directors in establishing annual TCSU budgets; coordinating collection and sharing of information among the Members and on the TCSU website; assembling and submitting payment and reimbursement requests to MVCC; coordinating and making requests for sharing of MVCC and Member Equipment; providing regular TCSU activity reports to the Board of Directors or MVCC upon request; and serving as the source of communication between Members, the Montgomery County Prosecutor's office and other state and federal agencies as to TCSU Investigative Operations. The TCSU Director shall have the powers of a peace officer throughout the Member municipalities when conducting Investigative Operations or Special Tasks within those municipalities.
- ii. Circumstances of Employment and Compensation. In order to meet the legal requirement that any TCSU Director is employed by a bona fide law enforcement agency, the TCSU Director will be employed by one of the Members ("TCSU Director Employer") and the TCSU Director Employer shall be fully reimbursed for TCSU Director's compensation by MVCC in accordance with the terms of an employment agreement between the TCSU Director and the TCSU Director Employer and one or more ancillary agreements between MVCC, the TCSU Director Employer, and/or the TCSU Director.

E. Agents.

- i. Standing Agents. For each Agreement Year, three of the Member Agencies shall agree to provide one law enforcement agent each from their respective staffs to serve as TCSU Standing Agents to provide law enforcement services on assigned Investigative Operations and Special Tasks. Each of the Standing Agents shall be employed with and paid through their own Standing Agent Employer. In order to reimburse the Standing Agent Employers for their contribution of the Standing Agents' services, the Members will agree upon the monetary value of said services each year and that amount will be apportioned among all of the Members according to each Member's population based on the decennial census

performed by the U.S. Census Bureau. The Standing Agent Employers shall receive a credit for their fair share of said cost and the remainder will be split and paid annually by the remaining five Members to MVCC for proper reimbursement to the Standing Agent Employers.

- ii. Special Agents. In order to provide additional assistance to the Standing Agents as needed, each of the Member Agencies may designate one or more of its individual employees legally qualified to do police work to act as TCSU Special Agents to aid in Investigative Operations and Special Tasks on a case-by-case basis. The costs for such Special Agents' services will be covered by each Special Agent's Member Agency employer and will not be reimbursable through the MVCC.
- iii. Duties and Powers of Agents. All Standing Agents and Special Agents, when so designated, shall have the authority to make arrests in any Member's jurisdiction for violation of any Member's ordinances or state laws and shall have the powers of peace officers throughout the Member municipalities when conducting Investigative Operations or Special Tasks within those municipalities. All Agents will participate in all phases of intelligence gathering on assigned Investigate Operations and Special Tasks, keep written records all TCSU activities, and prepare written reports when needed. Each Agent shall be responsible for the proper care, maintenance and use of MVCC Equipment and Member Equipment. Nothing in this Agreement precludes a Standing Agent or a Special Agent from also serving as a Supervisor.
- iv. Priority of Agent Assignments. Each Agent assigned to the TCSU shall agree, as a condition of the Agent's assignment, that the duties, responsibilities, and assignments of the TCSU take precedence over any outside or secondary employment, to the extent outside or secondary employment is permitted by the Agent's Member/Member Agency. Any conflicts between TCSU responsibilities and outside or secondary employment shall be resolved in favor of the TCSU work assignment. Failure to abide by this covenant shall be considered cause for dismissal of the Agent by the TCSU Director.
- v. Other Personnel. Other Personnel may be selected for Investigative Operations or Special Tasks as needed at the discretion of the Board of Directors and the TCSU Director and shall be supplied by the Member Agencies in the same manner as provided in paragraph 2.D.ii. above with respect to Special Agents.

F. MVCC.

- i. Roles and Responsibilities. MVCC, acting through its Gov-Tech Committee, shall serve as the central agency and clearing house for all

TCSU activities, investigations, staffing, sharing of equipment and information, fiscal matters, and administrative functions.

- ii. Financial Assistance. To the extent MVCC is fiscally able, MVCC will contribute financial resources to the TCSU budget to assist with such expenses as TCSU Director and support staff salaries, office space, office supplies, and expenses incurred by the TCSU Director and/or Agent(s) related to Investigative Operations.

4. Sharing Resources.

A. Personnel and Equipment. The Board of Directors or TCSU Director may request assistance from TCSU Members including, but not limited to, requests for the assistance of Special Agents, Other Personnel, or use of Member Equipment. The Chief of Police of the Member receiving the request may comply with or reject the request depending upon then existing circumstances and the affect granting such assistance would have upon the assisting Member Agency and its ability to provide adequate protection to its municipality. Whenever possible, requests for the assistance should be made during normal business hours to facilitate necessary planning. Personnel resources on loan to a requesting Member Agency shall operate in accordance with federal and state laws and the policies of the municipality within which the personnel are operating.

B. Information. It shall be a goal of TCSU to encourage the exchange of information concerning criminals engaged in illegal activities in order to facilitate in solving criminal investigations. In accordance with this goal, the following methods shall be employed:

- i. Attendance at regional meetings of information exchange groups shall be encouraged. The Board of Supervisors shall select one of its members to attend these meetings on a regular basis, and another of its members collect, consolidate and make the information obtained available to conducting official investigations.
- ii. The Board of Directors, upon the recommendation of the Board of Supervisors, may establish a formal intelligence file. The Board of Directors may designate the custodian of said file and, in such event, shall establish guidelines for maintenance and use.
- iii. Standing or Special Agents shall be encouraged to exchange intelligence information via the TCSU website utilizing the "Officer Alert" capabilities. Any TCSU Standing or Special Agent may utilize the Officer Alert capabilities after receiving permission from the TCSU Director.

5. Forfeiture of Assets. The Members agree that any assets or the proceeds from the sale of any assets seized in a TCSU operation shall be shared equally between TCSU and each of the Members less any direct costs incurred by TCSU and/or the Members and less proceeds to be distributed to any participating county prosecutor's office and/or federal agency.
6. Investigative Operations.
 - A. Initiation. A member of the Board of Supervisors, with assistance of the TCSU Director, after receiving the requisite approval of the Board of Directors, may initiate an investigative operation only after providing notice to the Chief of Police at the affected Member Agency, outlining the details of the proposed Investigative Operation and the expected results. The Member Agency may either grant or deny initiation and/or continuance of the proposed Investigative Operation within its corporate limits, at its sole and complete discretion.
 - B. Notice and Acceptance by Member Agencies. If during the process of an existing Investigative Operation it becomes necessary to enter into the corporate limits of another Member which has not been previously notified of the Investigative Operation, the initiating Supervisor shall cause notification to be made to the Chief of Police of the newly affected Member Agency of the purpose and location of the Investigative Operation. That Member Agency may either grant or deny continuance of the ongoing Investigative Operation within its corporate limits at its sole and complete discretion. A Supervisor of any participating Member may reject a request for his Member Agency's participation or may withdraw from participation if, in the Supervisor's opinion, circumstances require such action.
 - C. Information Sharing/Referral. Any information discovered by TCSU Agents pertaining to crimes or criminal activity unrelated to a TCSU Investigative Operation or Targets thereof, but related to enforcement and/or prosecutorial authority of a Cooperating Agency, shall not be investigated by TCSU and shall be reported to the Cooperating Agency as soon as possible.
 - D. Combined Investigations. The Member Agencies, the TCSU, the Montgomery County Prosecutor, the United States Department of Agriculture, and other state and federal offices and agencies (collectively, the "Cooperating Agencies") may combine their investigations in order to more efficiently investigate and prosecute TCSU Targets. All parties agree that they will not proceed with any action that would compromise the confidentiality of an investigation based on information received as part of a combined investigation without the consent of the TCSU Director. TCSU agrees that this Agreement does not prevent a Cooperating Agency from exercising its lawful enforcement and/or prosecutorial power with information that was not developed as part of a combined investigation. The TCSU Director may provide information to Cooperating Agencies in order to prevent conflicting investigations and operations. The Cooperating Agencies will

provide prosecutorial assistance upon request by the TCSU when warranted and feasible.

7. Compensation of Special Agents and Other Personnel.

Compensation shall be provided to each Special Agent or Other Personnel by the Member for which he/she is employed in accordance with the ordinances and personnel rules and regulations of the employing Member. Said employees shall also be considered to be employees of the employing Member for purposes of pension benefits, indemnity, and/or Worker's Compensation contributions.

8. Loaned Equipment Responsibility and Liability.

A. No Member is required to reimburse any other Member for any damage to any Member Equipment loaned out and utilized for TCSU purposes.

B. The execution of this Agreement shall not give rise to any liability or responsibility on the part of any Member, including, but not limited to, failure to respond to any request for assistance; lack of speed in responding to a request; inadequacy of Member Equipment; negligent operation of Member Equipment; failure to carry out any duty or damages caused in carrying out any duty related to the use of Member Equipment; nor shall the Member issuing the request be liable in any manner for damages or loss of Member Equipment or services of personnel suffered by a supplying Member.

C. Notwithstanding the provisions of paragraphs 8.A. and B. above, the Members hereby agree to be responsible for any damages or claims to person or property arising out of a Member's use of any MVCC Equipment for TCSU activities. Furthermore, the Members shall be responsible to reimburse MVCC for any loaned MVCC Equipment that is damaged or destroyed by any Member.

9. Confidentiality.

The involvement of the TCSU and all information relating to the formation and operation of the TCSU Investigative Operation shall remain confidential and undisclosed until an indictment is returned or a criminal proceeding is initiated in a court of proper jurisdiction, after which time, all TCSU participants may waive confidentiality as to the subject of the indictment or criminal proceeding.

Any information gathered and/or reports generated by TCSU during the course of an Investigative Operation that are maintained by the TCSU Board of Directors, TCSU Board of Supervisors, a prosecutor, or the Attorney General, are deemed to be confidential law enforcement investigatory records under R.C. 149.43. This determination does not, however, affect or limit the right of discovery granted under the Ohio Revised Code, the Rules of Criminal Procedure, and/or the Rules of Juvenile Procedure. The Board of Supervisors or the TCSU Director shall periodically inform the

Chiefs of Police of the participating Member Agencies on the status of ongoing Investigative Operations.

Information relating to the status of Investigative Operations shall only be provided to the Member Agency Chief of Police. The Member Agency Chief of Police, on a limited basis and with the approval of the TCSU Director or Board of Supervisors, may confer with another person having appropriate authority to receive information regarding the status of an Investigative Operation.

10. Miscellaneous Provisions.

- A. This Agreement in no way affects any other mutual aid agreements entered into between or among the Members or any agreements entered into between or among any Members with non-Members. Other mutual aid agreements shall take precedent over this Agreement except where there is no other mutual aid agreement or except where the parties acted with the intent to be regulated by this Agreement.
- B. In the event of a conflict between the rules, regulations and procedures of an Agent or Other Personnel's own Member Agency and the rules, regulations and procedures of the TCSU, the rules, regulations and procedures of said Agent's or Other Personnel's Member Agency shall prevail.
- C. Each individual designated as an Agent or Other Personnel by a Member Agency shall spend a period of time becoming familiar with the rules, regulations and procedures of TCSU, and any apparent conflict between said rules, regulations and procedures with those of the Agent's or Other Personnel's Member Agency shall be brought to the attention of the Board of Directors for review.
- D. The Board of Directors and the Board of Supervisors shall submit periodic activity and financial reports to the Gov-Tech Committee upon request.
- E. This Agreement shall become effective upon full execution of all parties with renewals occurring on an annual basis in accordance with the provisions of paragraph 1.A. of this Agreement.
- F. This Agreement may be executed in any number of counterparts, all of which together are considered a single instrument. All counterparts must be filed with the MVCC which is the official depository for this Agreement. A fully executed copy of this Agreement shall be furnished to the Montgomery County Prosecutor and to each Member.
- G. This Agreement is not to be construed as an agreement for the benefit of a third party or parties and no third party or parties have any right of action hereunder.

H. This Agreement supersedes and replaces all previous Agreements among the parties relating to the TCSU.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date indicated by their signatures on the separate signature pages provided for each party attached to and made a part of this Agreement.

**MIAMI VALLEY
COMMUNICATIONS COUNCIL**

By: _____

Brian Humphress, Director

Date: _____

CITY OF CENTERVILLE

By: _____
Gregory B. Horn, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Scott A. Liberman
Law Director

Date: _____

CERTIFICATE OF FUNDS AVAILABILITY BY
MUNICIPALITY FISCAL OFFICER

I, Jonathan T. Hudson, Finance Director of the City of Centerville, hereby certify that the funds for payment of the contractual obligations set forth in the Tactical Crime Suppression Agreement have been lawfully appropriated for such purpose and are in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance to the extent necessary to meet the obligations of this contract maturing in the first or current fiscal year thereof.

Jonathan T. Hudson
Finance Director

CITY OF GERMANTOWN

By: _____
Judy Gilleland, City Manager
Date: _____

APPROVED AS TO FORM:

By: _____
Thomas Schiff, Law Director
Date: _____

**CERTIFICATE OF FUNDS AVAILABILITY
BY MUNICIPALITY FISCAL OFFICER**

I, Terry Klein, Finance Director of the Village of Germantown, hereby certify that the funds for payment of the contractual obligations set forth in the Tactical Crime Suppression Agreement have been lawfully appropriated for such purpose and are in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance to the extent necessary to meet the obligations of this contract maturing in the first or current fiscal year thereof.

Terry Klein
Finance Director

CITY OF KETTERING

By: Mark Schwieterman
Mark Schwieterman, City Manager
Date: 12/12/2016

APPROVED AS TO FORM:

By: Theodore Hamer III
Theodore Hamer, Law Director
Date: 12/12/2016

**CERTIFICATE OF FUNDS AVAILABILITY
BY MUNICIPALITY FISCAL OFFICER**

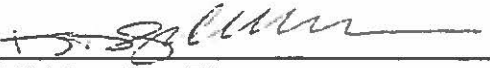
I, Nancy Gregory, Finance Director of the City of Kettering, hereby certify that the funds for payment of the contractual obligations set forth in the Tactical Crime Suppression Agreement have been lawfully appropriated for such purpose and are in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance to the extent necessary to meet the obligations of this contract maturing in the first or current fiscal year thereof.

Nancy Gregory
Nancy Gregory
Finance Director

CITY OF MIAMISBURG

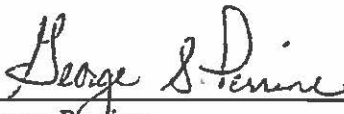
By: 
Keith Johnson, City Manager
Date: _____

APPROVED AS TO FORM:

By: 
Phil Calahan, Law Director
Date: _____

**CERTIFICATE OF FUNDS AVAILABILITY
BY MUNICIPALITY FISCAL OFFICER**

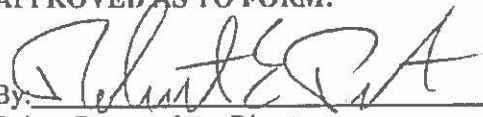
I, George Perrine, Finance Director of the City of Miamisburg, hereby certify that the funds for payment of the contractual obligations set forth in the Tactical Crime Suppression Agreement have been lawfully appropriated for such purpose and are in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance to the extent necessary to meet the obligations of this contract maturing in the first or current fiscal year thereof.


George Perrine
Finance Director

CITY OF MORAINE

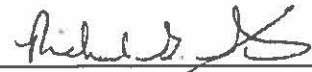
By: 
David Hicks, City Manager
Date: 12-8-10

APPROVED AS TO FORM:

By: 
Robert Portune, Law Director
Date: 12-8-10

**CERTIFICATE OF FUNDS AVAILABILITY
BY MUNICIPALITY FISCAL OFFICER**

I, Richard Sexton, Finance Director of the City of Moraine, hereby certify that the funds for payment of the contractual obligations set forth in the Tactical Crime Suppression Agreement have been lawfully appropriated for such purpose and are in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance to the extent necessary to meet the obligations of this contract maturing in the first or current fiscal year thereof.


Richard Sexton
Finance Director

CITY OF OAKWOOD

By: _____
Norbert Klopsch, City Manager
Date: _____

APPROVED AS TO FORM:

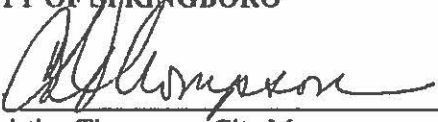
By: _____
Robert Jacques, Law Director
Date: _____

**CERTIFICATE OF FUNDS AVAILABILITY
BY MUNICIPALITY FISCAL OFFICER**


I, Cindy Stafford, Finance Director of the City of Oakwood, hereby certify that the funds for payment of the contractual obligations set forth in the Tactical Crime Suppression Agreement have been lawfully appropriated for such purpose and are in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance to the extent necessary to meet the obligations of this contract maturing in the first or current fiscal year thereof.

Cindy Stafford
Finance Director

CITY OF SPRINGBORO

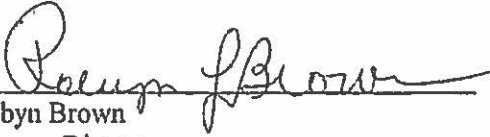
By: 
Christine Thompson, City Manager
Date: 11-17-2016

APPROVED AS TO FORM:

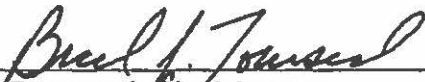
By: 
Alan Schaeffer, Law Director
Date: November 17, 2016

**CERTIFICATE OF FUNDS AVAILABILITY
BY MUNICIPALITY FISCAL OFFICER**


I, Robyn Brown, Finance Director of the City of Springboro, hereby certify that the funds for payment of the contractual obligations set forth in the Tactical Crime Suppression Agreement have been lawfully appropriated for such purpose and are in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance to the extent necessary to meet the obligations of this contract maturing in the first or current fiscal year thereof.


Robyn Brown
Finance Director

CITY OF WEST CARROLLTON


By: 
Brad Townsend, City Manager
Date: 11/17/16

APPROVED AS TO FORM:

By: 
Lori Denlinger, Law Director
Date: 11.14.16

**CERTIFICATE OF FUNDS AVAILABILITY
BY MUNICIPALITY FISCAL OFFICER**

I, Thomas Reilly, Finance Director of the City of West Carrollton, hereby certify that the funds for payment of the contractual obligations set forth in the Tactical Crime Suppression Agreement have been lawfully appropriated for such purpose and are in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance to the extent necessary to meet the obligations of this contract maturing in the first or current fiscal year thereof.


Thomas Reilly
Finance Director

ADDITIONAL PARTICIPATING AGENCIES

**MONTGOMERY COUNTY
PROSECUTOR'S OFFICE**

By: _____
Mat Heck, Jr.
Montgomery County Prosecutor
Date:
Date: _____

**UNITED STATES DEPARTMENT
OF AGRICULTURE**

By: _____
Derrick Hurst
Office of Inspector in Charge
Acting Special Agent in Charge
Date: _____