

RESOLUTION NO. 39-11
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER John Beals ON THE 19th DAY OF September, 2011.

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 current agreement for the Tactical Crime Suppression Unit was entered into by the participating cities in 1991; 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 September, 2011.



Mayor of the City of Centerville, Ohio

ATTEST:

Debra A. James
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. 39-11, passed by the Council of the City of Centerville, Ohio on the 19th day of September, 2011.

Debra A. James
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

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AGREEMENT

This Agreement entered into on the _____ day of _____, 20__ by and among THE MIAMI VALLEY COMMUNICATIONS COUNCIL, a regional council of governments organized pursuant to Chapter 167, Ohio Revised Code (Council) and the Cities of Centerville, Germantown, Kettering, Miamisburg, Moraine, Oakwood, Springboro and West Carrollton, all being Ohio Municipal Corporations (Municipalities).

WITNESSETH:

WHEREAS, in order to deal more effectively with the present and projected crime levels in the Municipalities, especially the crimes of robbery, burglary, drug trafficking, automobile theft, the activities of career criminals, and the activities of white collar criminals, the Municipalities desire to enter into a cooperative police effort to be entitled the "Tactical Crime Suppression Unit" (TCSU); and

WHEREAS, this Agreement is an effort to systematically communicate and coordinate the Municipalities' police activities and provide for orderly, accurate and complete exchange of relevant information among the Municipalities; and

WHEREAS, pursuant to Ohio Revised Code Chapter 167 and Section 373.04 of the Ohio Revised Code, the Miami Valley Communications Council and its member municipalities are authorized to enter into this Agreement and to bind themselves to the provisions thereof; and

WHEREAS, in recognition of the foregoing recitations, the parties entered into an Agreement to create TCSU on November 21, 1985, which Agreement was extended and modified on January 2, 1991 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.

Members - means the Cities of Centerville, Germantown, Kettering, Miamisburg, Moraine, Oakwood, Springboro and West Carrollton.

Member Agency - means the Police and/or Safety Department of each Member to this Agreement.

Fund – means money contributed by Members or by Council.

Equipment – means material purchased for the Members by the Council for use by TCSU.

Board – The Board of Directors described below in Section 2 (A).

Supervisors – The Board of Supervisors described below in Section 2 (B).

Loaned Equipment – means any material, including but not limited to communication equipment, surveillance equipment, mobile command post and police vehicles, required by the Board to be provided to TCSU by a Member.

Overtime – means 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.

Additional Hours – means those hours in a week in excess of twenty (20) hours that each Member Agency contributes to TCSU at the direction of the Council. Additional Hours may include overtime hours.

Agreement Year – means a period of time commencing on the ____ day of _____, 2011 and ending of the ____ day of _____, 2012 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 of its election not to renew on all other Members, 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 be a Member pursuant to the provisions of the then effective Agreement by and among the then Members.

2. The TCSU Structure.

(A) Board of Directors. The Board is composed of the Police Chiefs of each Member Agency. The Board shall provide direction and guidance to TCSU and the Council and is to monitor and evaluate the activities of TCSU both through reports submitted to the Council and through the personal observation of the Board Members. The Board shall annually prepare a budget to fund TCSU operations which budget shall be recommended to the Council. The Advisory Committee of the Council (also known as the Gov-Tech Committee) shall have final authority to adopt a budget, and, accordingly, the Advisory Committee may adopt the budget as presented or may modify it.

The Board has the power to adopt rules and regulations for the day-to-day operation of TCSU.

(B) Board of Supervisors (Supervisors). This shall be a board consisting of persons appointed by each Chief of Police of a Member which persons shall be employed in a Member Agency acting as a supervisor with investigative powers. A Member may have more than one supervisor on the Board of Supervisors; however, each Member shall have only one vote on matters coming before the Board of Supervisors.

(C) Member Agency. Each Member Agency may designate one or more of its individual employees legally qualified to do police work, to act as an agent for TCSU to aid in investigation and development of all criminal matters assigned. An agent, 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. Agents must participate in all phases of intelligence gathering. Each agent must keep written records of each day's activity while engaged in TCSU business, and prepare written reports when needed. Each agent is also responsible for the proper care, maintenance and use of equipment and loaned equipment. The Board shall determine the number of agents it will require from each Member Agency and so advise each Member Agency, but the final determination as to the personnel to be assigned to the task shall remain with the Member Agency.

(D) Other Personnel. Other personnel may be selected as determined by the Board and shall be supplied by the Member Agency in the same manner as above provided with respect to agents.

(E) Council. It shall be the obligation of the Council, acting through its Gov-Tech Committee, to provide all necessary administrative and clerical support and to provide coordination of all necessary TCSU activities as may be determined by the Gov-Tech Committee from time to time.

(F) Voting and Meeting Requirements of the Board.

(1) Quorum. Five (5) members of the Board shall constitute a quorum and a majority of the quorum shall be required to take any action. A tie vote is a defeat of the item voted upon.

(2) Items Requiring a Majority Vote.

(a) Approval of the recommended annual budget, any alteration in the annual budget and overtime payments.

- (b) Termination of need for agents or other employees.
- (c) Approval of the TCSU policies and procedures.
- (d) Approval of a course of study for agents.
- (e) Adoption of rules and regulations and any disciplinary procedures and policies.
- (f) All other TCSU activities unless approved otherwise by the Board.

(3) Meeting Requirements. The Board is required to meet no less than once each month to analyze TCSU data and reports, pass upon TCSU policy and procedure 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 the Council; 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.

(G) Voting and Meeting Requirements of the Supervisors.

(1) A quorum of the Board of Supervisors shall consist of five (5) Members of the Board of Supervisors, and each of the five (5) same Members shall represent separate and distinct Member municipalities. A majority of the quorum shall be required to take any action. A tie vote is a defeat of the item voted upon.

(2) Areas of Responsibility of the Supervisors/Meeting Requirements. The Supervisors shall meet at least once each month to review the preceding month's TCSU activities, select targets, submit targets to the Board for approval and allocate manpower and resources for requests for assistance by a Member.

(3) Sharing Resources.

(A) A member of the Board and/or member of the Supervisors may request assistance from other Members of the TCSU for the purpose of dealing with any matter within the official responsibilities of the individual making the request. Such request

for assistance may in the form of assistance from police officers, clerical or other non-sworn personnel, or the lending of equipment. The highest ranking police officer of a Member receiving the request may comply with or reject the request depending upon then existing circumstances and the affect granting 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 city within which the personnel is operating.

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

(1) Attendance at regional meetings of information exchange groups shall be encouraged. It shall be the responsibility of the Supervisors to assign a representative to attend these meetings on a regular basis. The information obtained at these meetings will be forwarded to one of its members as designated by the Supervisors. The designated member shall collect, consolidate and make the information available to police officers conducting official investigations.

(2) The Board, upon the recommendation of the Supervisors, may establish a Formal Intelligence File. The Board may designate the custodian of said File and, in such event, shall establish guidelines for maintenance and use.

(3) Agents shall be encouraged to exchange intelligence information via the TCSU website utilizing the "Officer Alert" capabilities. Any TCSU agent may use the website after receiving permission from the TCSU Director.

(4) Seizure of Contraband

(A) The municipalities agree that any contraband or the proceeds from the sale of any contraband seized in a TCSU operation, less any direct costs incurred by TCSU and the participating Municipalities, shall be divided and paid as follows:

- (1) Twenty five percent (25%) of the proceeds shall be paid to the Council as trustee of the Law Enforcement Trust Fund for use solely for TCSU activities.
- (2) Seventy five percent (75%) of the proceeds shall be divided evenly between TCSU member agencies and shall be retained by the Law Enforcement Trust Fund of the member Municipalities.

(5) **Investigative Operations**

An investigative operation is either (1) an official criminal investigation or (2) an investigation of a possible criminal activity undertaken as a result of confidential information being received by an investigator. A member of the Supervisors may initiate an investigative operation only after notifying the highest ranking police officer on duty at the affected Member Agency at the time the notification is made. In making said notification, the initiating Supervisor shall outline the details of the proposed investigative operation and the expected results. The representative of the affected Member may prohibit the investigative operation or its continuance within the corporate limits of the Member municipality and, in such event, the initiating Supervisor shall not proceed further with any investigative operation within said municipality.

If during the conduct of an existing investigative operation it becomes necessary to deviate from the original plan because of the necessity of entering the corporate limits of a Member which has not been previously notified, the initiating Supervisors shall cause notification to be made to the highest ranking police officer then on duty as soon as possible under the circumstances. Notice shall include the purpose of the operation and the location to which the investigation is proceeding. In such event, the highest ranking police officer so notified may order termination as provided above and the initiating Supervisor shall comply.

All investigating operations shall be the responsibility of the initiating Supervisor except that the Supervisor of any participating member may reject a request for his Member Agency's participation or may withdraw from participation if, in his opinion, circumstances require such action.

(6) **Compensation.**

Compensation shall be provided to each 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 employee shall also be considered to be

an employee of the employing Member for all purposes of pension, indemnity and/or Worker's Compensation contributions.

(7) Equipment Responsibility and Liability.

(A) No Member is required to reimburse any other Member for any damage to any Loaned Equipment.

(B) The execution of this Agreement shall not give rise to any liability or responsibility, including but not limited to failure to respond to any request for assistance, lack of speed in answering such a request, inadequacy of equipment, negligent operation of equipment, failure to carry out any duty, or any cause whatsoever growing out of such duty, such use of equipment or other equipment and personnel, nor shall the party which issued the call be liable in any manner for damages or loss of equipment or personnel suffered by the party answering the call.

(C) 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.

(8) 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 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 employee's own Member Agency and the rules, regulations and procedures of the TCSU, the rules, regulations and procedures of said agent's or employee's Member Agency shall prevail.

(C) Each Individual designated as an agent or employee 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 and those of the agent's or employee's Member Agency shall be brought to the attention of the Council.

(D) The Board and the Supervisors may submit monthly activity and financial reports to the Gov-Tech Committee of the Council.

(E) This Agreement shall become effective with respect to each Member upon the effective date of each Member's legislation adopting this Agreement; however, renewals shall nevertheless occur at the end of each Agreement year as provided in Section 1 Definitions.

(F) This Agreement may be executed in any number of counterparts, all of which together are considered a single instrument. It shall not be necessary for any counterpart to be signed by more than one member. All counterparts must be filed with the Council which is the official depository for this Agreement. A copy of this Agreement showing each Member shall be furnished to the Montgomery County Prosecutor and each member to this Agreement shall receive a copy of the Agreement showing the names of the members which have executed it.

(G) This Agreement supersedes and replaces all previous Agreements among the parties relating to the Tactical Crime Suppression Unit.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date indicated by signing this Agreement or identical copies of same.

ATTEST: MIAMI VALLEY COMMUNICATIONS COUNCIL

By _____
Its Director
Date: _____

ATTEST: CITY OF CENTERVILLE

By _____
City Manager
Date: _____

ATTEST:

CITY OF GERMANTOWN

By _____
City Manager

Date: _____

ATTEST:

CITY OF KETTERING

By _____
City Manager

Date: _____

ATTEST:

CITY OF MIAMISBURG

By _____
City Manager

Date: _____

ATTEST:

CITY OF MORAINE

By _____
City Manager

Date: _____

ATTEST:

CITY OF OAKWOOD

By _____
City Manager

Date: _____

ATTEST:

CITY OF SPRINGBORO

By

City Manager

Date:

ATTEST:

CITY OF WEST CARROLLTON

By

City Manager