

RESOLUTION NO. 2-90
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMAN Sally Beals IN THE
15th DAY OF January, 1990.

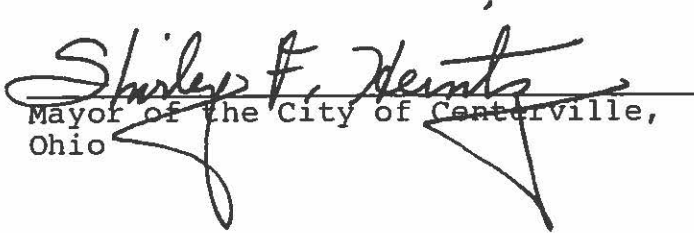
A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND AMONG THE MIAMI VALLEY CABLE COUNCIL AND THE CITIES OF KETTERING, MIAMISBURG, MORAINE, OAKWOOD AND WEST CARROLLTON IN A TACTICAL CRIME SUPPRESSION UNIT.

THE MUNICIPAL OF CENTERVILLE HEREBY RESOLVES:

SECTION 1. That the City Manager is hereby authorized and directed to enter into an agreement by and among the Miami Valley Cable Council and the Cities of Kettering, Miamisburg, Moraine, Oakwood and West Carrollton, said Agreement to supersede and replace all previous Agreements among the parties relating to the Tactical Crime Suppression Unit, a copy of which is attached hereto, marked Exhibit "A" and made a part hereof.

SECTION 2. That this Resolution shall become effective immediately upon passage.

PASSED this 15th day of January, 1990.


Mayor of the City of Centerville,
Ohio

ATTEST:


Clerk of the Council of the
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies that the foregoing is a correct and true copy of Resolution Number 2-90, passed by the Council of the City of Centerville, Ohio, on the 15th day of January, 1990.

Marilyn J. ...
Clerk of Council

Approved as to form, consistency with existing ordinances, the charter and constitutional provisions.

Department of Law
Robert N. Farquhar
Municipal Attorney

AGREEMENT

This Agreement entered into on the _____ day of _____, 19____ by and among THE MIAMI VALLEY CABLE COUNCIL, a regional council of governments organized pursuant to Chapter 167, Ohio Revised Code (Council) and the Cities of CENTERVILLE, KETTERING, MIAMISBURG, MORAINE, OAKWOOD 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 and automobile theft, the Municipalities desire to enter into a cooperative police effort to be entitled the "Tactical Crime Suppression Unit" (TCSU); and

WHEREAS, in the past, efforts to control crime have been reactive and have been handled separately on an individual basis by each of the Municipalities which are members as hereinafter defined; 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, the Miami Valley Cable Council, as a regional council of governments and the Municipalities are authorized pursuant to Chapter 167 Ohio Revised Code to enter into this Agreement; 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 March 15, 1988; 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 City of Centerville, Kettering, Miamisburg, Moraine, Oakwood and West Carrollton.

Member Agency - means the Police Department of each Member to this Agreement.

Fund - means money contributed by members.

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

Loaned Equipment - means any material, including but not limited to communication equipment 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 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 _____, 198__ and ending on the _____ day of _____, 19__ and for any amount of time this Agreement is extended as hereinafter provided.

2. The TCSU Structure.

(a) Executive Board (Board). The Board is composed of the 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 by the Council and through the personal observation of 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 GOVTECH 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; however, each Member shall have only one vote on matters coming before the Board.

(c) Member Agent. Each Member Agent 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 but not actual data analysis. Each agent must keep written records of each day's activity engaged in TCSU business and 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 GOVTECH Committee, to provide all necessary administrative and clerical support and to provide coordination of all necessary TCSU activities as may be determined by GOVTECH Committee from time to time.

(f) Voting and Meeting Requirements of the Board.

(1) Quorum. Four 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 annual budget, any alterations in the annual budget and overtime payments.

(b) Termination of need for agents or other employees.

(c) Approval of the TCSU policy and procedure.

(d) Approval of a course of study for agents.

(e) Adoption of rules and regulation and any disciplinary procedures and policies.

(f) All other relevant TCSU activity.

(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. Seven (7) 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 telephone 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) Four Members of the Board of Supervisors 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) 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.

(h) Sharing Resources.

(1) A member of the Board and/or a 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 be in the form of assistance from police officers, clerical or other non-sworn personnel for 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 effect granting assistance would have upon the assisting Member Agency and its ability to provide adequate protection to its municipality. Whenever possible, requests for assistance should be made during normal business hours to facilitate necessary planning. Manpower 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 manpower is operating.

(2) 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:

(a) Attendance at regional meetings of information exchange groups, such as P.I.C.A., Montgomery County of Intelligence Committee and W.A.I.M. 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.

(b) 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) The Municipalities agree that consistent with the provision of Section 2933.43, Ohio Revised Code, any contraband or the proceeds from the sale of any contraband seized in a TCSU operation, less any direct costs incurred by the participating Municipalities, shall be paid to the Council as trustee of the Law Enforcement Trust Fund for use solely for TCSU activities. In the event the Chief Executive Officer(s) of any Municipality(ies) within which the contraband was seized believe(s) that its amount is in excess of that required for TCSU's purposes, he (they) shall so notify the other Chief Executive Officers in writing and all of the Chief Executive Officers of the parties hereto by a majority vote shall determine how much shall be paid to TCSU and how much shall be retained by the Law Enforcement Trust Fund of the Municipality(ies) within which it was seized.

(i) 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 effected 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 Supervisor 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.

3. 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.

4. Equipment Responsibility and Liability.

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

(b) When an agent of one Member is involved in an operation within the jurisdiction of another Member, the Member within whose jurisdiction the operation is conducted shall indemnify and hold harmless the agent's employing Member from any liability for any negligent act or omission growing out of such operation which causes injury to any person or property; provided,

however, this indemnity and hold harmless provision shall not operate to indemnify or hold harmless an agent for his or her own negligence.

(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.

5. Miscellaneous Provision.

(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.

(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 the said agent 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 or employee's Member Agency shall be brought to the attention of the Council.

(d) The Board and the Supervisors shall submit monthly activity and financial reports to the GOVTECH 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 and shall terminate on _____, 19____; provided, however, it shall continue beyond said date while the Members are passing the legislation necessary to renew but not to exceed ninety (90) days beyond said date. If the legislation necessary to renew is not effective by the end of said ninety day extension period, this Agreement shall terminate with respect to any Member failing to cause the necessary legislation to become effective. In the event of such termination as to any Member, any or all of the remaining Members may elect to terminate by passing a resolution of termination and advising all other Members in writing of said legislation within thirty (30) days after its passage.

(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 and shall become effective upon the execution by the last of the six municipal corporations executing the same.

ATTEST: _____
Date: _____
THE MIAMI VALLEY CABLE COUNCIL
By _____
Its Director

ATTEST: _____
Date: _____
CITY OF CENTERVILLE, OHIO
By _____
Chief Executive Officer

ATTEST: _____
Date: _____
CITY OF KETTERING, OHIO
By _____
Chief Executive Officer

Date: _____