

RESOLUTION NO. 2-88
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMAN J. V. Stone ON THE
15th DAY OF February, 1988.

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 to extend and modify 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 February, 1988.

Shirley F. Dentz
Mayor of the City of Centerville,
Ohio

ATTEST:

Maile J. Laughlin
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 2-88, passed by
the Council of the City of Centerville, Ohio, on the 15th
day of February, 1988.

Maile J. Laughlin
Clerk of Council

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

Department of Law
Robert N. Farquhar
Municipal Attorney

**TACTICAL CRIME SUPPRESSION UNIT
EXTENSION & MODIFICATION AGREEMENT**

This Agreement entered into on the _____ day of _____, 1987 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, on November 21, 1985 the parties entered into an Agreement to deal more effectively with the present and projected crime levels in the Municipalities which resulted in an effort entitled the "Tactical Crime Suppression Unit" (TCSU) and;

Whereas, said Agreement was extended by the execution of an Extension Agreement on May 21, 1987 and;

Whereas, the parties wish to extend said Agreement again and to amend same. A copy of the Agreement to be amended is attached hereto as Exhibit "A" and incorporated herein as if fully rewritten;

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

Section 1. That the Agreement attached hereto as Exhibit "A" and incorporated herein as if fully rewritten is hereby extended as amended herein but otherwise under the ^{same} terms and conditions commencing January 1, 1988 and expiring unless otherwise extended on December 31, 1988 at midnight.

Section 2. The existing Agreement attached as Exhibit "A" is hereby amended effective immediately upon the execution of this Agreement by all parties:

That Section 2 The TCSU Structure, sub-section (h) Sharing Resources is hereby amended by the addition of the following sub-section:

(3) The Municipalities agree that consistent with the provisions ORC 2933.43RC 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 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.

Section 3. This Agreement represents the entire understanding among the parties. No modification or amendment shall be effective unless in writing signed by all parties.

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 parties executing the same.

ATTEST: _____
Date: _____
THE MIAMI VALLEY CABLE COUNCIL

_____ By: _____
Its Executive Director

ATTEST: _____
Date: _____
CITY OF CENTERVILLE, OHIO

_____ By: _____
Its Chief Executive Officer

ATTEST: _____
Date: _____
CITY OF KETTERING, OHIO

_____ By: _____
Its Chief Executive Officer

ATTEST: _____
Date: _____
CITY OF MIAMISBURG, OHIO

_____ By: _____
Its Chief Executive Officer

Date: _____

ATTEST:

CITY OF MORaine, OHIO

By: _____
Its Chief Executive Officer

Date: _____

ATTEST:

CITY OF OAKWOOD, OHIO

By: _____
Its Chief Executive Officer

Date: _____

ATTEST:

CITY OF WEST CARROLLTON, OHIO

By: _____
Its Chief Executive Officer