

RESOLUTION NO. 14-88
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMAN JEFFREY T. SILER IN THE
20th DAY OF JUNE, 1988.

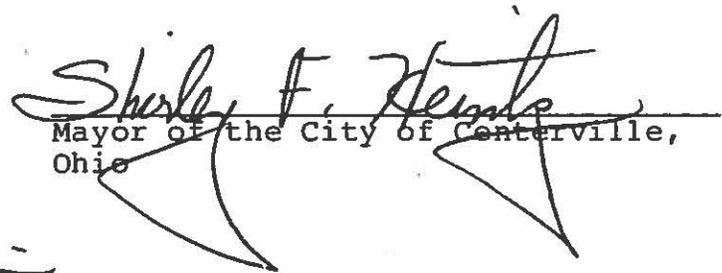
A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BETWEEN OTHER POLITICAL SUBDIVISIONS IN A LAW ENFORCEMENT TASK FORCE KNOWN AS THE "COMBINED AGENCIES FOR NARCOTICS ENFORCEMENT" (C.A.N.E.).

THE MUNICIPAL OF CENTERVILLE HEREBY RESOLVES:

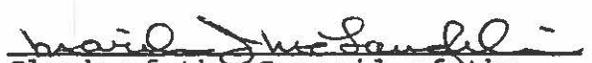
SECTION 1. That the City Manager is hereby authorized and directed to enter into an agreement between other political subdivisions which are parties to the agreement, in a law enforcement task force known as the "Combined Agencies for Narcotics Enforcement" (C.A.N.E.), a copy of which is attached hereto, marked Exhibit "A" and made a part hereof.

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

PASSED this 20th day of JUNE, 1988.



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 14-88, passed by the Council of the City of Centerville, Ohio, on the 20th day of JUNE, 1988.

Maile S. Medaugh
Clerk of Council

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

Department of Law
Robert N. Farquhar
Municipal Attorney

**THE
"COMBINED AGENCIES FOR NARCOTICS ENFORCEMENT"
AGREEMENT**

WHEREAS, the political subdivisions which are parties to this agreement perceive drug trafficking as an insidious threat to the well-being of all parts of the community;

WHEREAS, drug traffickers frequently cross political boundaries in supplying illegal and dangerous drugs to users;

WHEREAS, a regional, coordinated and concentrated law enforcement effort will most efficiently and effectively muster police resources in dealing with this widespread threat to the community;

IN ACCORDANCE WITH SECTIONS 311.04, 311.29(B), 505.44, 715.02 AND 737.04 OF THE OHIO REVISED CODE;

NOW THEREFORE, BE IT AGREED among all parties hereto as follows:

- I. **THE CREATION AND OBJECTIVE OF C.A.N.E.**
 - A. A law enforcement task force, with jurisdiction herein defined, and to be known as the "Combined Agencies for Narcotics Enforcement" (C.A.N.E.), is hereby created.
 - B. The objective of C.A.N.E. shall be to identify, apprehend, prosecute, and convict persons who are involved in the trafficking of drugs in a major way. More specific C.A.N.E. guidelines shall be as follows:
 1. C.A.N.E. Investigators shall develop cases against persons who possess and/or sell drugs of such amounts that constitute criminal offenses carrying mandatory terms of imprisonment. Also other persons who are determined by the Supervisor of C.A.N.E. to be significant drug traffickers may

become objects of investigation by C.A.N.E. Further, C.A.N.E. may investigate minor drug traffickers with the object of developing cases against major drug traffickers.

2. The investigatory efforts of C.A.N.E. shall supplement - and not replace - the drug enforcement efforts of each participating agency.
3. C.A.N.E. shall both target major drug dealers for investigation and prosecution, as well as respond to complaints of other ongoing drug activity. Each participating agency shall designate a "contact person" who shall serve as a liaison with C.A.N.E. The "contact person" may refer to C.A.N.E. any drug case for possible investigation by C.A.N.E. Should the C.A.N.E. Supervisor determine that C.A.N.E. cannot or should not investigate the referred case, the referring law enforcement agency may appeal the Supervisor's decision to the "Executive Committee."
4. Notwithstanding any other provision in this agreement, if any Investigator of C.A.N.E. who sees any felony being committed within the territory of any political subdivision which is a party to this agreement, or who sees a police officer of another political subdivision which is a party to this agreement who is in distress, such Investigator shall have authority to apprehend or attempt to apprehend the person or persons committing said felony and shall have the authority to go to the assistance of such other police officer in distress, as long as he shall use sound discretion and reasonable judgment. Furthermore, this Agreement shall not be construed to restrict in any way a participating agency's authority to operate under the terms of any other mutual aid agreement.

II. CONTACT BETWEEN C.A.N.E. AND OTHER LAW ENFORCEMENT AGENCIES.

- A. No preplanned C.A.N.E. investigation or operation may take place in a political subdivision which is a party to this agreement without prior notice being given to the "contact person" or, if he is unavailable, the highest ranking police officer on duty in that jurisdiction at the time the notification is made, or the Police Chief. Preplanned C.A.N.E. operations covered by this provision shall include the execution of search and arrest warrants, anticipated "Buy-Busts", planned surveillances, or any C.A.N.E. operation during which the presence of C.A.N.E. vehicles, equipment or personnel is likely to draw public attention. Notice

of the presence of C.A.N.E., without detailing the specific informational details of the particular C.A.N.E. operation, may be sufficient. Whenever a political subdivision is properly notified that there will be a C.A.N.E. investigation of a continuing nature within that political subdivision, it shall not be necessary to subsequently notify that political division of every tactical investigatory step taken in that investigation. The "contact person" or, if he is unavailable, the aforesaid highest ranking police officer, or the Police Chief, may prohibit the preplanned C.A.N.E. investigatory activity within the jurisdiction of that police agency and, in such event, C.A.N.E. shall not proceed further with that investigation or operation in that jurisdiction.

If prior notice is impractical, or if during the conduct of an existing C.A.N.E. investigation or operation it becomes necessary to deviate from the original plan because of the necessity of entering the corporate limits of a jurisdiction which has not been previously notified, the C.A.N.E. Supervisor shall cause notification to be made to the "contact person" or, if he is unavailable, the highest ranking police officer then on duty, or to the Police Chief, as soon as possible under the circumstances.

- B. If in the course of a drug investigation, C.A.N.E. should uncover other types of criminal activity, it shall share that information as soon as possible with the local police agency having territorial jurisdiction in that particular case as soon as possible.
- C. Monthly "information sharing" meetings shall be held which shall be attended by Investigators from C.A.N.E. Any and all other drug investigators from any and all other local, state and federal law enforcement agencies shall also be encouraged to attend these meetings. Whatever intelligence relating to drug activity which can be disclosed to this group without jeopardizing an investigation or disclosing the identity of a confidential informant may be shared with the entire group.

III. LIABILITY

- A. Whenever an Investigator of C.A.N.E. is involved in an operation within the jurisdiction of a political subdivision which is a party to this agreement, other than the political subdivision of the Investigator, such other political subdivision shall indemnify and hold harmless that Investigator's political subdivision from any liability arising from any negligent act which causes injury to any person or property; provided,

however, this indemnity and hold harmless provision shall not apply to any C.A.N.E. operation which has not complied with the notice provision as specified in Paragraph II(A) above. Nor shall this indemnity and hold harmless provision operate to indemnify or hold harmless a C.A.N.E. Investigator for his or her own negligence. There shall be no reimbursement for any indemnity award or premium contribution assessed against the employing political subdivision of any C.A.N.E. Investigator for worker's compensation benefits arising by reason of injury or death to such Investigator while engaged in a C.A.N.E. operation. No political subdivision shall be required to reimburse any other political subdivision for any damage to any equipment used in connection with an operation of C.A.N.E.

- B. The Montgomery County Prosecuting Attorney shall assign to C.A.N.E. an attorney whose special assignment will be to provide legal assistance to the task force so as to avoid, as much as possible, situations which may give rise to liability. The attorney will also assist in expediting investigations and prosecutions of C.A.N.E. cases.
- C. Should C.A.N.E. be sued in any court of law, it shall be represented by the Montgomery County Prosecuting Attorney's Office. Individual C.A.N.E. Investigators sued in connection with a C.A.N.E. investigation or operation shall be represented by his or her particular departmental legal counsel, unless otherwise prohibited by law.

IV. THE ORGANIZATION OF THE C.A.N.E. INVESTIGATORY UNIT.

- A. Every participating political subdivision which is a party to this agreement shall be encouraged to contribute whatever manpower, equipment and other resources to C.A.N.E. it is able to contribute. However, no political subdivision shall be required to contribute any manpower, equipment or other resources as a condition of membership in C.A.N.E.
- B. Compensation to C.A.N.E. Investigators shall be provided by the police agency in which he or she is employed according to the rules and regulations governing that police agency.
- C. As a precondition to becoming a C.A.N.E. Investigator, the following minimum qualifications shall be met by every prospective C.A.N.E. Investigator:

1. He/she shall have a minimum three years experience in law enforcement.
 2. He/she shall have received formal drug investigatory training certified by the Ohio Police Officer Training Council, the Federal Drug Enforcement Agency, the F.B.I. or other widely recognized professional training program.
 3. He/she shall have prior experience in drug investigations to the satisfaction of the C.A.N.E. Supervisor and a majority of the entire membership of the Executive Committee.
 4. He/she must have the personal written recommendation to C.A.N.E. by his/her Police Chief.
 5. He/she must be well versed in all C.A.N.E. rules and policies.
 6. Candidates for a C.A.N.E. Investigator's position shall be interviewed by the C.A.N.E. Supervisor and a representative(s) of the Executive Committee.
 7. Two-thirds of the entire membership of the Executive Committee shall approve of the appointment of an Investigator to C.A.N.E.
- D. All investigators assigned to C.A.N.E. shall be specially deputized by the Montgomery County Sheriff, while participating in any and all C.A.N.E. investigations.
- E. Investigators assigned to C.A.N.E. shall be under the sole supervision of the Supervisor in charge of C.A.N.E. The Supervisor shall have sole discretion to dismiss any Investigator from C.A.N.E.; provided, however, the Supervisor submits to the Executive Committee and to the Investigator's Police Chief a written report explaining the dismissal. Also, Investigators may be referred by the Supervisor to their own police departments for any disciplinary action in accordance with the internal rules of those departments. Nothing in this Agreement shall be construed to in any way modify or negate any departmental or contractual rights an Investigator may have within his or her own department.
- F. As a precondition to becoming a C.A.N.E. Supervisor, the following minimum qualifications shall be required:
- 1) He/she shall have a minimum of seven years experience as a law enforcement officer.

- 2) He/she shall have received formal drug investigatory training certified by the Ohio Police Officer Training Counsel, the Federal Drug Enforcement Agency, the F.B.I., or other widely recognized professional training program.
 - 3) He/she shall have prior experience in drug investigations to the satisfaction of a majority of the entire membership of the Executive Committee.
 - 4) He/she must have the personal written recommendation to C.A.N.E. by his/her Police Chief.
 - 5) He/she must be well versed in all C.A.N.E. rules and policies.
 - 6) Two-thirds of the entire membership of the Executive Committee must approve of the appointment of the Supervisor.
 - 7) The Supervisor must have had the rank of Sergeant or higher within his/her own department for a minimum of one year prior to assignment to C.A.N.E.
- G. The Supervisor may on a case-by-case basis request temporary additional assistance from any other local, state or federal law enforcement agency.
- H. No Investigator or Supervisor may be a member of C.A.N.E. for a period longer than two years. However, the Executive Committee, by a two-thirds vote of its entire membership, may permit a particular Investigator or Supervisor to serve in C.A.N.E. for a total period not to exceed five years.
- I. All C.A.N.E. Investigators and Supervisors will be required to comply with the internal polygraph examination policies of their respective police departments as they relate to drug investigators. The C.A.N.E. Advisory Board also may, by two-thirds vote, enact a polygraph policy.

V. OPERATIONAL GUIDELINES.

- A. PRELIMINARY INQUIRIES. C.A.N.E. Investigations will be approved only when there is sufficient evidence to enable a detailed Investigative Plan to be developed. Prior to such time, C.A.N.E. may conduct Preliminary Inquiries to gather evidence and determine whether adequate information exists to justify a formal

investigation. A Preliminary Inquiry may be initiated whenever information is brought to C.A.N.E.'s attention concerning any matter within the scope of its authority as set forth in Paragraph I above.

1. Every Preliminary Inquiry must be assigned a unique identifying case number.
2. Termination of Preliminary Inquiries. The status of Preliminary Inquiries will be reviewed monthly by the Supervisor. If further investigative efforts are not in order, the Preliminary Inquiry shall be closed with a written explanation. Once a Preliminary Inquiry has generated sufficient information to warrant the opening of a formal investigation, a detailed Investigative Plan must be prepared.
3. All Preliminary Inquiries active for more than 90 calendar days shall be reported to the Executive Committee which shall then determine whether the Preliminary Inquiries should continue or be closed.

B. INVESTIGATIVE PLANS. Each C.A.N.E. operation and/or investigation shall be conducted according to a written "Investigative Plan" setting forth the specific tactical measures to be implemented in each C.A.N.E. investigation.

1. Investigative Plans consist of the following four factors:
 - a. The Investigative Predicate. C.A.N.E. Investigators shall initially review and assess the factual situation. This process should entail review of intelligence files, informants, and other legitimate sources. Once the review process has been completed, the information should be outlined and set forth in summary form so it can serve as a predicate for subsequent analysis.
 - b. Statement of Goals. The Investigative Plan shall identify specific targets by name, position and function. If criminal remedies are not the exclusive goal, other goals should be expressly stated.
 - c. Review of Investigative Alternatives. The Investigative Plan should evaluate the potential utility of undercover informants, consensual surveillances, court ordered surveillances, pen registers, visual surveil-

lances, victim reports, search warrants and grand jury or prosecutor subpoenas. Due consideration should also be given to manpower, economic, and time constraints. Finally, the decision to utilize any particular investigative or operational technique(s) must be briefly explained.

d. Identification of Legal Issues. Each C.A.N.E. Investigator, in consultation with the Assistant County Prosecutor assigned to the Unit, must make a determined effort to identify and resolve any legal issues that might jeopardize a successful investigation or prosecution.

2. Review and Approval of Investigative Plan. Each Investigative Plan must be approved by the C.A.N.E. Supervisor. If approved, a unique number is to be assigned to the matter for all subsequent internal references. No investigation is to commence prior to the assignment of a case number. Once a case number has been assigned, the Investigative Plan shall be reassessed every 90 days and, to the extent necessary, amended. Any amendments, however, are likewise subject to supervisory review and approval.

C. INFORMANT IDENTIFICATION AND CONTROL FILE; GENERALLY. Confidentiality of each informant must be carefully preserved and information concerning the informant must be maintained in a confidential file. This file shall confirm the informant's existence, provide a means of documenting financial transactions, and help to ensure investigators meeting with the informant are adequately protected. As used in this section the term "Informant" shall be limited to paid confidential informants and confidential informants used in affidavits in support of search warrants or arrest warrants.

1. Informant Identification and Control File; Confidential Informant Personal History Reports. An Investigator who has developed an informant must complete a Confidential Informant Personal History Report documenting the informant's background data sufficiently to permit verification of identity and reliability. Each Confidential Informant's Personal History Report shall contain a brief background narrative, a record check of the informant, address of the informant, the signature and fingerprints of the informant, and a photograph of the informant. The C.A.N.E. Supervisor may deviate from this

Procedure if it is reasonably necessary to do so to further an investigation; provided, however, such deviation from procedure is explained in writing and reported to the Executive Committee. The informant shall be assigned one or more code names or numbers which will serve as means of identifying him in all future C.A.N.E. documents. Once completed, the personal history report shall be delivered to the C.A.N.E. Supervisor.

2. Informant Identification and Control File: Procedures. Once the personal history report has been completed, the C.A.N.E. Supervisor is to assign a permanent confidential informant number to the informant and take appropriate precautionary measures to maintain the confidentiality of confidential informant files.
3. Informant Contracts. Before conducting personal meetings with an informant, the Investigator must advise the C.A.N.E. Supervisor of the informant's code name, number, and the location, time, and expected duration of the projected meeting. If the informant has not yet been assigned a code name and number, the Investigator should still provide any available data that would serve to enhance his safety in an emergency. Contacts with informants shall be effected, if possible, by at least two C.A.N.E. Investigators, particularly in instances in which the informant and the investigator are of the opposite sex.
4. Informant Payments. Payments may be made only to approved informants in connection with C.A.N.E. investigations. In addition, an informant may have occasion to handle C.A.N.E. funds to facilitate undercover investigations or simply to maintain his cover. When informant payments are sought for investigative purposes, all requirements for confidential fund withdrawals must be satisfied.
5. Outside Agency Informants. C.A.N.E. personnel may work with other agencies that are utilizing the services of an informant. Such informant may not receive payments in connection with his service unless a personal history report has been filed and a confidential informant number has been assigned to that individual in the same manner as applicable to all C.A.N.E. informants.
6. Informant Deactivation. Informants must at all times be responsive to instructions and orders given by C.A.N.E. personnel. An Investigator

responsible for control of an informant may deactivate him if he determines the informant to be unreliable, no longer providing useful services or information, or no longer being cooperative. Under such circumstances, the Investigator shall file a deactivation recommendation with the C.A.N.E. Supervisor. If the Supervisor concurs with this decision, he shall properly document the informant's deactivation date in the informant's file.

D. THE CONFIDENTIAL FUND. Monies available for all investigative purposes are to be maintained in a separate confidential fund, with concomitant procedures established for their withdrawal.

1. Maintenance of the Fund; Generally. The confidential fund will be maintained in a safe in the C.A.N.E. Supervisor's Office. Funds may be disbursed from the account only pursuant to the written authorization of the C.A.N.E. Supervisor; moreover, expenditures exceeding \$2,000.00 require the authorization of a designated member of the Executive Committee.
2. Withdrawal Procedures; Generally. Whenever it is determined confidential funds are necessary, a Withdrawal Request Form must be completed and submitted to the Supervisor. The Withdrawal Request Form should be specific enough to explain precisely why the funds are needed and include an explanation of the investigative need justifying the expenditure. If the request for withdrawal is approved, the Supervisor must give authorization in writing.
3. Withdrawal Procedures: Emergencies. If emergency circumstances preclude submission of written documentation, an oral request and authorization may be effected. Under such circumstances, however, the personnel initiating the request must submit all required documentation by the close of business the next day.
4. Withdrawal Procedures: Payment and Filing. Once approval has been indicated on the Withdrawal Request Form, it shall be processed and filed for payment purposes. The Supervisor shall be responsible for disbursing the funds to the requesting C.A.N.E. Investigator and maintaining a file of all withdrawal requests. The C.A.N.E. Investigator receiving these funds must acknowledge receipt in writing. All disbursements shall be thoroughly receipted, documented and safely stored.

5. Expenditure Procedures. Once funds have been received, the responsible C.A.N.E. Investigator shall maintain a record of expenditures. Original receipts shall be retained reflecting each cost incurred; if a receipt is unavailable, the explanation for its absence must be given. If any portion of the withdrawn funds is given to an informant for investigative purposes, there shall be compliance with all requirements governing informant transactions.
 6. Unexpended Funds. Any unexpended funds are to be returned to the C.A.N.E. Supervisor immediately.
 7. Other Recordkeeping. In authorizing, documenting, and accounting for all confidential fund expenditures, records shall be kept in accordance with applicable local and/or state regulations. The C.A.N.E. Supervisor shall maintain a Journal of Transactions identifying each transaction by date and withdrawal number. The C.A.N.E. Supervisor shall also prepare a Monthly Confidential Fund Report for the Chairman of the Executive Committee and to the Assistant Prosecutor assigned to C.A.N.E. Finally, the C.A.N.E. Supervisor shall maintain a Withdrawal Balance Log reflecting the current safe balance.
- E. EQUIPMENT CONTROL. All equipment assigned to C.A.N.E. will be maintained in an equipment control room. Access to the room shall be strictly regulated by the C.A.N.E. Supervisor. The Supervisor shall be responsible for maintaining an equipment inventory, assuring operating condition of the equipment, promulgating specific regulations for use of equipment, and documenting the use and return of all equipment.
- Any C.A.N.E. investigator requiring the use of electronic surveillance equipment, the use of which would require a court-approved warrant, must obtain specific prior written approval of the C.A.N.E. Supervisor and the C.A.N.E. Assistant Prosecutor. The Executive Committee shall approve use of C.A.N.E. equipment by any agencies not parties to this Agreement.
- F. FILE SECURITY.
- The Supervisor shall promulgate rules and procedures designed to safeguard the security and confidentiality of investigative files.

G. THE SECURING AND EXECUTION OF SEARCH WARRANTS.

1. The identity of confidential informants upon whose information a search warrant is whole or in part based shall be disclosed to the C.A.N.E. Supervisor in accordance with the procedure set forth above.
2. No search warrant shall be executed unless it has been reviewed and approved by the Assistant Prosecutor assigned to C.A.N.E. - or, if he/she is unavailable, by another experienced Assistant Prosecutor designated by the First Assistant Prosecuting Attorney or Prosecuting Attorney.
3. The Execution of Search Warrants:
 - a) All C.A.N.E. search warrants shall be executed with adequate personnel to assure the safety of all involved.
 - b) No search warrant is to be executed except under the supervision of and in the presence of the C.A.N.E. Supervisor or substitute Supervisor.
 - c) At least two participating officers shall be in full police uniform.
 - d) The C.A.N.E. Supervisor shall approve of any and all strategies and tactics for approaching, entering, securing or leaving the target of a search warrant. A sketch will be drawn and all officers involved will be briefed thoroughly prior to the execution of the search warrant.
 - e) The C.A.N.E. Supervisor shall establish the means of communication to be used by the officers involved in the execution of the search warrant. Police dispatchers in the appropriate jurisdiction will be requested to monitor communications.
 - f) Front and rear exits will be covered by a uniformed officer.
 - g) A uniformed officer will be immediately and clearly visible upon initial entrance into the target location, and all C.A.N.E. officers entering that location shall wear protective vests.

- h) All plain clothes officers will wear jackets and hats clearly identifying them as law enforcement officers.
- i) Prior to execution of any search warrant, the C.A.N.E. Supervisor (or approved substitute supervisor) shall make specific provision for the following: (1) the securing of the scene and of subjects within the search location, (2) the designation and assignment of any evidence officer(s), (3) proper collection, custody and documentation of all evidence, and (4) compliance with the "knock and announce rule" when applicable.
- j) An officer will be permitted to use deadly force or firearms during the execution of a search warrant or in any other C.A.N.E. investigation or operation only in defense of the officer's life or the life of another person. To constitute legitimate self-defense or defense of a third person, there must be on the part of the officer a careful use of his faculties and reasonable cause to honestly believe there is an immediate danger of death or serious physical harm to himself or a third person. There must be a sufficient act on the part of the attacker, coupled with an apparent present ability to carry it out, to cause the officer to reasonably believe the attacker intends to kill or do serious physical harm to the officer or the third person and that the use of deadly force or the firearm by the officer is his only means to escape such danger. Verbal threats alone, no matter how provocative, do not justify the use of deadly force or a firearm. As used in this section, "reasonable cause" means more than mere suspicion. It requires evidence which would lead a reasonable person to believe that an event has been, is being or is likely to occur. It must be based upon the facts and circumstances within the knowledge of the officer at the time and may be based in part upon the officer's past experience in similar situations.

H. No member of C.A.N.E. shall enter into plea negotiations with a suspect without the prior approval of the Assistant Prosecutor assigned to C.A.N.E. unit, the First Assistant Prosecutor or the County Prosecutor.

VI. THE "ADVISORY BOARD".

- A. General policy governing the operation of C.A.N.E. shall be established by a vote of the majority of the quorum; provided, however, no final action by the Advisory Board shall be taken unless specific prior written notice of such proposed policies are given to all Board members.
- B. The Advisory Board shall monitor and evaluate the activities of C.A.N.E. through reports submitted by the Executive Committee, the Supervisor of C.A.N.E. and through any other sources available to the Advisory Board.
- C. The Advisory Board shall meet twice a year at a minimum. All meetings shall be preceded by prior written notice of at least one month to all members.
- D. A quorum shall be a majority of the entire membership of the Board.
- E. The Advisory Board shall adopt the annual budget of the Unit by majority vote.
- F. The Advisory Board, by majority vote, shall select a Chairman, Vice Chairman, and Secretary for annual terms of office.
- G. The Advisory Board shall consist of the following:
 - 1. The Chiefs of Police or Sheriffs of any or all political subdivisions which are signators to this Agreement.
 - 2. The County Prosecuting Attorney.
 - 3. The Director of the Miami Valley Regional Crime Lab.
 - 4. The United States Attorney for the Southern District of Ohio.
 - 5. The Dayton FBI Agent-in-Charge.
 - 6. The Cincinnati DEA Agent-in-Charge
 - 7. The Cincinnati ATF Agent-in-Charge
 - 8. The Director of the Ohio Bureau of Criminal Identification and Investigation.
 - 9. The Commander of the local Ohio State Patrol Post.

VII. THE "EXECUTIVE COMMITTEE".

- A. Closer oversight of C.A.N.E. shall be conducted by the Executive Committee. It shall closely monitor the operation of C.A.N.E. to be sure it is functioning in a legal manner and in accordance with the policy and guidelines set forth by the Advisory Board. The Executive Committee, however, shall not have the authority to run the day-to-day operations of C.A.N.E. except to the extent as required by this Agreement.
- B. The Executive Committee by majority vote of its membership may formulate policy proposals which it shall present to the Advisory Board for approval.
- C. The Executive Committee by majority vote of its membership shall rule upon any appeal by any police department whose request for an investigation by C.A.N.E. has been turned down by the C.A.N.E. Supervisor. A procedure to consider such appeals shall be established by the Executive Committee.
- D. The Executive Committee, by majority vote of its entire membership, shall develop an annual budget which it shall submit to the Advisory Board for final approval.
- E. The Executive Committee, by majority vote of its entire membership, shall select a Chairman, Vice Chairman, and Secretary for annual terms of office.
- F. The Executive Committee, shall consist of the following officials and representatives of political subdivisions which are signators to this Agreement:
 - The Designee of the Chief of Police of the Dayton Police Department.
 - The Designee of the Montgomery County Sheriff.
 - The Designee of the Chief of Police of the Kettering Police Department.
 - The Designee of the Montgomery County Prosecutor's Office.
 - The Designee of the Miami Valley Regional Crime Lab.
 - The Designees of the heads of any law enforcement agencies which have contributed full-time persons to C.A.N.E. Those Designees shall serve on the Executive Committee during the period their agencies' Investigators are assigned to C.A.N.E.

- The President of the Montgomery County Police Chiefs Association shall select two additional Police Chiefs who shall serve on the Executive Committee.

- NOTE: No agency shall have more than one representative on the Executive Committee.

G. A quorum shall be a majority of the entire membership of the Executive Committee.

VIII. FORFEITED ASSETS AND MANDATORY DRUG FINES.

Mandatory drug fines and assets which are forfeited by defendants as a result of C.A.N.E. investigations and/or prosecutions will be retained by C.A.N.E. for use in subsequent C.A.N.E. investigations and prosecutions. However, in the event the Executive Committee, by vote of the majority of its entire membership, determines that the proceeds from forfeited assets and/or mandatory fines exceed the operational needs of C.A.N.E., such excess assets and fines - less reimbursement for operational costs to agencies involved in the C.A.N.E. investigation which gave rise to the forfeited assets and/or fines - shall be distributed among C.A.N.E. members in such manner and in such amounts as determined by a vote of the majority of the quorum of the Advisory Board.

IX. C.A.N.E. INVESTIGATIONS FUNDED BY OUTSIDE SOURCES.

C.A.N.E. investigations and/or operations which are in whole or in part funded by outside sources shall nonetheless be governed by the provisions of this Agreement.

X. EXECUTION OF THE AGREEMENT.

A. This Agreement may be executed in any number of counterparts, all of which together shall be considered a single instrument. It shall not be necessary for any counterpart to be signed by more than one party. All counterparts shall be filed with the Office of the County Prosecutor of Montgomery County, Ohio, which shall be the official depository for this Agreement. The County Prosecutor of Montgomery County, Ohio, shall send to each party to this Agreement a certificate showing the names of the contracting political subdivisions which have executed this agreement, and any additions or deletions of participating political subdivisions as they occur.

- B. Any political subdivision may withdraw at any time from this agreement, upon 30 days written notice to the Chairman of the Executive Board, and thereafter such withdrawing political subdivision shall no longer be a party to this Agreement, but this Agreement shall continue to exist among and between the remaining parties.
- C. This Agreement shall become effective upon the receipt by the member political subdivisions of the certification by the County Prosecutor described above.

IN WITNESS WHEREOF, the City Council of the City of Centerville, Montgomery County, Ohio, has accepted this agreement, and authorized its execution, by Resolution/~~Ordinance~~ Number 14-88 passed the 20th day of June, 1988.

Please Return an Original Signed Copy to:

DENNIS J. LANGER
First Assistant Prosecuting Attorney
Montgomery County Prosecutor's Office
41 North Perry Street
Dayton, Ohio 45402