

RESOLUTION NO. 4-83

CITY OF CENTERVILLE, OHIO

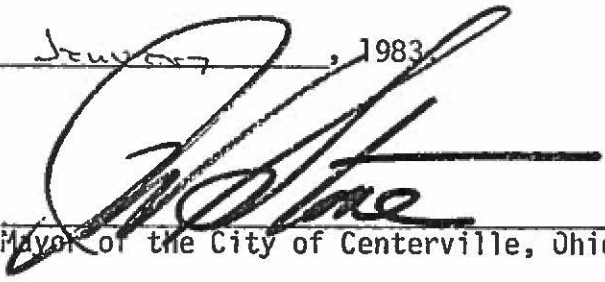
SPONSORED BY COUNCIL Russell Surratt ON THE 17th
DAY OF January, 1983.

A RESOLUTION RATIFYING THE ACTION TAKEN BY THE CITY
MANAGER TO EXECUTE AN AGREEMENT TO JOIN WITH THE CITIES
OF GERMANTOWN, KETTERING, MIAMISBURG, MORAINÉ, OAKWOOD
AND WEST CARROLLTON IN A TACTICAL CRIME SUPPRESSION UNIT.

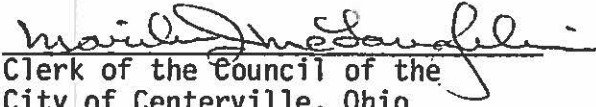
THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

SECTION 1. That the action taken by the City Manager is hereby
ratified to enter into an Agreement to join with the Cities of Germantown,
Kettering, Miamisburg, Moraine, Oakwood and West Carrollton in a Tactical
Crime Suppression Unit, a copy of which is attached hereto, marked Exhibit "A"
and made a part hereof.

PASSED this 17th day of January, 1983.

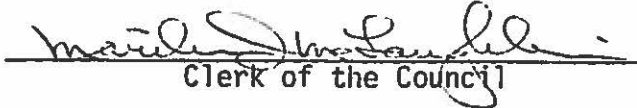

Mayor of the City of Centerville, Ohio

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 true and correct copy of a
Resolution passed by the Council of the City of Centerville, Ohio, on the
17th day of January, 1983.


Clerk of the Council

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

Department of Law
Robert N. Farquhar
Municipal Attorney

AGREEMENT*
TACTICAL CRIME SUPPRESSION UNIT

*Statutory Authority: Ohio Rev. Code Ann. 737.04 (Page 1977 Supp.)

I PURPOSE

Whereas in order to deal more effectively with criminal activity of mutual concern the members of the Tactical Crime Suppression Unit Agreement (Agreement) have entered into a cooperative police effort entitled the "Tactical Crime Suppression Unit" (T.C.S.U.)

During its existence the Tactical Crime Suppression Unit has greatly enhanced the members' cooperation and the ability to provide to the respective members such assistance as shared manpower and equipment. This Agreement is intended to enable the members to continue their efforts to coordinate their police activities, provide for an orderly, accurate exchange of relevant information, and provide such other assistance as is needed, such as shared manpower and equipment.

It is hereby mutually agreed by the Members as follows:

II DEFINITIONS

Members - The cities of Centerville, Germantown, Kettering, Miamisburg, Moraine, Oakwood and West Carrollton.

Member Agency - The Police Department of each Member to this Agreement.

Fund - Moneys of whatever kind received through whatever source and designated for use by the Tactical Crime Suppression Unit, except a special fund may be created apart from the fund which is designated for a specific use or uses by either the donor or the Executive Board.

Equipment - Material purchased by the Tactical Crime Suppression Unit for the Unit's activities.

Loaned Equipment - Any material, including but not limited to communication equipment and police vehicles, provided to the Tactical Crime Suppression Unit by a Member Agency.

Special Meeting - Is the Board meeting required to be held within seven (7) days of the suspension of the Administrative Coordinator.

Overtime - Hours in excess of a normal work day or week as described in the collective bargaining agreements of each Member Agency, or as described in the personnel rules of any Member Agency not having a collective bargaining agreement.

Agreement Year - January 1, 1983 through December 31, 1983 or for any amount of time this Agreement is extended as described in VI 5.

III TCSU STRUCTURE

A. Positions

1. Executive Board (Board) - The Executive Board shall consist of the Police Chief of each Member City. This Board shall have all powers necessary, not inconsistent with law or its direction from the Gov-Tech Committee, to direct and manage the Tactical Crime Suppression Unit. Such powers shall consist of, but not be limited to: monitoring and evaluating the activities of the Tactical Crime Suppression Unit, reprimanding, suspending or discharging the Administrative Coordinator, Secretary, or such other employees as may in the future be employed by the Tactical Crime Suppression Unit; and establish policy and rules and regulations for the day to day operation of TCSU. The Board has the power to remove the Administrative Coordinator, as described in Part B.

Two concurring Board Members can suspend the Administrative Coordinator but the suspension is subject to review by the Board as described in Part B. The Board has the power to authorize the annual budget as described in Part B. The Board must approve all alterations in the annual budget as described in Part B.

2. Board of Supervisors - A board consisting of the Members Investigative Supervisors appointed by each Chief of Police of the Member Cities. A Member may have more than one (1) Supervisor on the Board of Supervisors. However, each Member will have only one (1) vote for matters of business concerning the Board of Supervisors. In the absence of an Investigative Supervisor in a Member City the Chief of Police may appoint another Supervisor to the Board of Supervisors.

The Board of Supervisors will (1) identify operations, (2) prioritize operations, (3) present operations to the Board of Directors, (4) coordinate and allocate manpower and resources.

3. Agents - Individuals selected for TCSU operations (targets) by each Member Agency. When agents are working for the TCSU they are responsible to the Board of Supervisors, are to investigate and develop all criminal matters assigned to them, and have the authority to make arrests in Members' jurisdiction for violation of any Members' ordinances or state laws. Each agent is also responsible for the proper care, maintenance and use of Equipment and Loaned Equipment. The Unit Members have the power to arrest in other Members jurisdictions; however this power is only to be used on Tactical Crime Suppression Unit

operations on duty.

4. Administrative Coordinator - The Administrative Coordinator is responsible for managing any and all funds obtained from federal, state and local sources. The Administrative Coordinator is also responsible for the preparation of grants and procurement of other resources necessary to the efficient operation of the Unit.

The Administrative Coordinator is directly responsible to the Board of Directors of the Tactical Crime Suppression Unit. The Administrative Coordinator will be responsible for maintaining a flow of information on matters concerning the Unit and its mission to each Member of the Board.

The Administrative Coordinator will work closely with the Board of Supervisors in any way that might expedite the mission of the Unit. In addition to this the Administrative Coordinator will present to the Board of Directors any proposals, projects or problems and related recommendations that the Board of Supervisors might have.

5. Clerk/Secretary - The Clerk/Secretary is responsible for the efficient and professional operation of the clerical and bookkeeping functions of the Unit. The Clerk/Secretary is directly responsible to the Administrative Coordinator. The Clerk/Secretary will be required to take a polygraph examination upon commencement of employment and at any time deemed necessary by the Board of Directors or the Administrative Coordinator.

B. Voting and Meeting Requirements

1. Board of Directors

Quorum - A quorum is a majority of the Directors of the Member Cities.

All business requiring Board approval mandates a Quorum and a majority vote of the quorum. A tie vote is a defeat of the item voted upon. Items requiring a Quorum and a majority vote of the Quorum are as follows:

- (a) Selection of the Administrative Coordinator.
- (b) Approval of the annual budget, any alterations in the annual budget and overtime payments.
- (c) Any hiring, suspension, or other disciplinary action involving any employee or Agent.
- (d) Approval of the TCSU policies and procedures.
- (e) A course of study for Agents.
- (f) Adoption of Rules and Regulations as described in III (A).
 - (1) Including but not limited to disciplinary procedures and policies for TCSU.
- (g) All other relevant TCSU ACTIVITY.

In the event of a Board of Directors vote to dismiss the Administrative Coordinator, a majority in favor of dismissal is required to remove the Administrative Coordinator.

The Board of Directors is required to meet once each month to analyze available TCSU data and reports, pass upon policy and procedure, and conduct any other relevant TCSU activities. In the event the Coordinator has been suspended as described in Part A 1, the Board must meet within seven (7) days of the suspension in a Special meeting and determine, by vote as described in Part B, whether the suspension is to be revoked or whether the Administrative Coordinator is to be dismissed.

If the suspension is revoked the Administrative Coordinator continues as the Administrative Coordinator. The dismissed Administrative Coordinator is not eligible for selection as Administrative Coordinator.

2. Board of Supervisors

Quorum - A quorum is a majority of the Board of Supervisors. All business requiring the Board of Supervisors approval mandates a quorum and a majority vote of the quorum. A tie is a defeat of the item voted upon.

The Board of Supervisors is required to meet at least once each month to analyze available TCSU data and reports, select targets, prioritize targets, submit targets to the Board of Directors for evaluation and approval, and allocate manpower and resources for operations against targets.

IV HOURS OF WORK AND COMPENSATION

1. All investigative (Detective) personnel from each Members' Agency, or other sworn officers as may be designated by the respective Chief of Police, are TCSU Agents. Agents are to be selected by the Member Agency consistent with its existing internal practices.

2. Compensation is provided to each Agent from his/her Member Agency. Overtime compensation may be taken from the Fund as described in Part B.

V EQUIPMENT RESPONSIBILITY AND LIABILITY

1. No Member is required to reimburse any other Member for any damage to any Loaned Equipment pursuant to the Agreement.

Each Member is responsible to each Agent that it sends to the Tactical Crime Suppression Unit with respect to any pension or indemnity and/or Workman's Compensation contribution.

2. Each Member and/or Agent is indemnified and held harmless by each Member in whose jurisdiction any TCSU activity is conducted. This indemnity includes any negligent act which causes injury to any person or property.

3. This Agreement is not to be construed as an Agreement for the benefit of any third party or parties and no third party or parties have any right of action hereunder.

VI MISCELLANEOUS PROVISION

1. This Agreement in no way effects any other Police Mutual Aid Agreements entered into between or among the Members of this Agreement or any Agreements entered into between or among any Members with non-Members.

2. All Agents are subject to the rules, regulations, and procedures of their own Police Agency and the TCSU policies and procedures.

3. Each individual designated an Agent by his/her Agency must spend a period of time becoming familiar with the rules and procedures of the Tactical Crime Suppression Unit.

4. The Tactical Crime Suppression Unit is obligated to submit monthly activity and financial reports to the Gov-Tech Committee of the Miami Valley Cable Television Council.

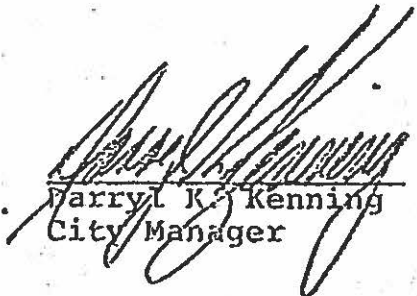
5. This Agreement is effective from January 1, 1983 through December 31, 1983. The Agreement may be renewed for a period beyond December 31, 1983 if ratified by the Member's legislative authorities.

6. 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 in the main office of the Tactical Crime Suppression Unit in Miamisburg, Ohio which is the official depository for this Agreement. The County Prosecutor of Montgomery County, Ohio must be sent copies of this Agreement and each Member to his Agreement must receive copies of the Agreement showing the names of the Member which have executed this Agreement.

TACTICAL CRIME SUPPRESSION UNIT AGREEMENT

We the below signed, acting upon authority of our respective City Councils, do hereby agree to, and are bound by, this Agreement to participate in the Tactical Crime Suppression Unit according to the terms of this Agreement. Our obligation under this Agreement commences on January 1, 1983 and terminates on December 31, 1983.

For the City of Centerville


Harry L. Kenning
City Manager

1-14-83
Date

For the City of Germantown

Sam S. Steadman, Jr.
City Manager

Date

For the City of Kettering

Robert F. Walker
City Manager

Date

For the City of Miamisburg

Mark A. Gibson
City Manager

Date

For the City of Moraine

Russell Harville
City Manager

Date

For the City of Oakwood

J. David Foell
City Manager

Date

For the City of West Carrollton

G. Tracy Williams
City Manager

Date