

RESOLUTION NO. 64-79

CITY OF CENTERVILLE, OHIO

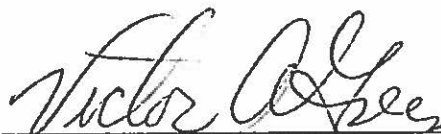
SPONSORED BY COUNCILMAN Russell Sweetman ON THE 17th
DAY OF December, 1979.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN AGREEMENT TO JOIN WITH THE CITIES OF KETTERING,
MIAMISBURG, MORAINÉ, OAKWOOD AND WEST CORROLLTON IN
A TACTICAL CRIME SUPPRESSION UNIT.

THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:


SECTION 1. That the City Manager is hereby authorized and directed
to enter into an Agreement to join with the Cities of 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 December, 1979.



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 December, 1979.



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 the present and projected crime levels of the Members' communities, especially the crimes of Robbery, Burglary and Automobile Theft, or any criminal activity of mutual concern, the Members of this Tactical Crime Suppression Unit Agreement (Agreement) have entered into a cooperative police effort entitled the "Tactical Crime Suppression Unit" (TCSU).

In the past, efforts to control crime have been reactive and have been handled separately on an individual Member basis. This Agreement is an effort to systematically communicate and coordinate the Members' police activities and provide for an orderly, accurate and complete exchange of relevant information among the Member Agencies.

It is hereby mutually agreed by the Members as follows:

II DEFINITIONS

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

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

Fund - money contributed through a grant from the Department of Economic and Community Development Administration of Justice (AOJ); State of Ohio, and the Members' shares.

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, required by the Board to be 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.

Additional Hours - those hours in a week in excess of the 20 hours that each Member Agency contributes to the Tactical Crime Suppression Unit at the direction of the Board of Supervisors and/or the Board of Directors. Additional hours can include overtime hours.

Agreement Year - January 1, 1980 through December 31, 1980 or for any amount of time this Agreement is extended as described in VI 8.

III TCSU Structure

A. Positions - (See diagram attached)

1. Executive Board (Board) - a six person board consisting of the Members' Chiefs of Police. They are to provide direction and guidance to the Tactical Crime Suppression Unit, the Board of Supervisors and the Administrative Coordinator and are to monitor and evaluate the activities of the Tactical Crime Suppression Unit both through reports submitted and through their own personal observation. 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. The Board has the power to adopt rules and regulations for the day to day operation of the Tactical Crime Suppression Unit as described in Part B.

2. Board of Supervisors - a board consisting of the Members Investigative Supervisors. A Member city may have more than one (1) Investigative Supervisor on the Board of Supervisors. However, each Member will have only one (1) vote for matters of business concerning 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 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. 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 when engaged in the TCSU business. 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 jurisdiction; however, this power is only to be used on Tactical Crime Suppression Unit operations on duty. It is up to each Unit Member to follow the dictates of his own department in making an off duty felony arrest in someone else's jurisdiction.

4. Administrative Coordinator - the Administrative Coordinator is responsible for managing any and all funds obtained from federal, state and local grants. 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 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 anytime deemed necessary by the Board of Directors or the Administrative Coordinator.

B. Voting and Meeting Requirements

1. Board of Directors

Quorum - a quorum is four (4) persons representing four (4) Member Agencies on the Board of Directors present at any Board meeting or Special meeting. Except for a vote to dismiss the Administrative Coordinator, as describe in this section, 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 and/or dismissal of the Analyst or Clerk/Secretary and the dismissal of an Agent from TCSU.
- (d) Approval of the TCSU policy and procedure.
- (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 the Administrative Coordinator, four (4) Board votes in favor of dismissal are 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 Administrative Coordinator. If the Administrative Coordinator is dismissed, the Board of Directors must select a new Administrative Coordinator within ten (10) days of the Special meeting as described in Part B. The dismissed Administrative Coordinator is not eligible for selection as Administrative Coordinator.

If the Administrative Coordinator resigns or dies, the Board of Directors must select another Administrative Coordinator within ten (10) days as described in Part B.

2. Board of Supervisors

Quorum - a quorum is four (4) persons on the Board of Supervisors representing four (4) Member Agencies present at any Board meeting or Special meeting. 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 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 are TCSU Agents. Agents are to be selected by the Member Agency consistent with its existing internal practices.
2. Each Members annual contribution to the Tactical Crime Suppression Unit must be no less than 1000 hours. Each Members weekly contribution should not be less than 20 hours, however, this minimum is subject to the Board of Supervisors sound discretion.
3. If the Board of Supervisors, in the exercise of sound discretion determine that more than 20 hours of service in any week are required of an Agent, that Agent - or another Agent designated by the Member Agency - is obligated to serve additional hours as directed. The Board of Supervisors must strive to allocate additional hours among all the Agents.

4. Compensation is provided to each Agent from his/her Member Agency. Overtime compensation is 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 this 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 policy and procedures.

3. Since extensive data must be evaluated and analyzed for the success of this Agreement, the Miamisburg Member Agency will provide a computer for the Tactical Crime Suppression Unit. All costs of programming, operation of the computer and utilities are provided from the Fund.

4. The offices of the Administrative Coordinator and Clerk/Secretary are provided at no cost to the Tactical Crime Suppression Unit by the Miamisburg Member Agency. With the exception of these costs as described in VI 3, neither Member Miamisburg nor the Miamisburg Member Agency is to charge any fee for the use of the computer or the office space.

5. The Tactical Crime Suppression Unit is obligated to submit quarterly monitoring and evaluation reports as well as a Fund report to the Law Enforcement Assistance Agency (LEAA) at the close of the Agreement year.

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

7. 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.

8. This Agreement is effective from January 1, 1980 through December 31, 1980. The Agreement may be renewed for a period beyond December 31, 1980 if ratified by the Members' legislative authorities.

9. 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 the Miamisburg Police Department, 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 this Agreement must receive copies of the Agreement showing the names of the Members which have executed this Agreement.