

RESOLUTION NO. 18-78

CITY OF CENTERVILLE, Ohio

SPONSORED BY COUNCILMAN James Lowe ON THE 20th DAY
OF February, 1978.

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

THE MUNICIPALITY OF CENTERVILLE HEREBY ORDAINS:

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 20th day of February, 1978.



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
20th day of February, 1978.



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 SUPPRESSION UNIT AGREEMENT*I. PURPOSE

Whereas in order to deal more effectively with the present and projected crime levels in the Members' communities, especially the crimes of Robbery, Burglary and Automobile Theft, the Members to 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 Members 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 - means the Police Department of each Member to this Agreement.

* Statutory Authority: Ohio Rev. Code Ann. § 734.04 (Page 1977 Supp.).

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

Equipment - means material purchased by the TCSU for the unit's activities.

Loaned Equipment - means any material, including but not limited to communication equipment, and police vehicles, required by the Board to be provided to the TCSU by a Member Agency.

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

Overtime - are hours in excess of a normal work day or week as described in the collective bargaining agreements of each Member Agency.

Additional Hours - are those hours in a week in excess of the 20 hours that each Member Agency contributes to the TCSU at the direction of the Coordinator. Additional Hours can include overtime hours.

Agreement Year - means January 1, 1978 through December 31, 1978 or for any amount of time this Agreement is extended as described in V 7.

II. THE TCSU STRUCTURE

A. Positions - (See diagram attached)

1. Executive Board (Board) - is a six person board consisting of the Members' Chiefs of Police. They are to provide direction and guidance to the TCSU and the Coordinator and are to monitor and evaluate the activities of the TCSU both through reports submitted by the Coordinator and through their own personal observation. The Board has the power to remove the Coordinator, as described in Part B. Two concurring Board individuals can suspend the 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 TCSU as described in Part B.

2. Unit Coordinator (Coordinator) - is an individual selected by the Board as described in Part B. The Coordinator serves at the will of the Board and may be removed at any time as described in Part B. The Coordinator is to spend the Fund in accordance with the annual budget which is approved by the Board as described in Part B. The Coordinator is responsible for tactical planning, target selection and evaluation, the formulation of the TCSU policy, compilation of grant information, information records and coordination of investigations, the control of the daily TCSU activities, including personnel scheduling, discipline and dismissals. All the TCSU policy and/or dismissals are subject to Board review as described in Part B. The Coordinator, subject to Board approval as described in Part B, nominates the Civilian Clerk. The Coordinator is to be paid his regular salary by his own Member Agency and is to receive no personal remuneration from the Fund.

3. Agents are individuals selected for the TCSU by each Member Agency as described in III 1, and who have complied with V 6. When agents are working for the TCSU they are responsible to the Coordinator, are to investigate and develop all criminal matters assigned to them, and have the authority to make arrests in any Members' 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 when engaged in the TCSU business. Each Agent is also responsible for the proper care, maintenance and use of Equipment and Loaned Equipment.

4. Analyst - is an Agent selected by the Board in the manner described in Part B. The Analyst aids the Coordinator in processing, collating and analyzing all information for the TCSU.

5. Civilian Clerk (Clerk) - is an individual hired by the Board, in a manner described in Part B, to handle grant documents and data analysis as needed by the TCSU, including entering information into the computer. The Clerk is responsible for general secretarial duties, including typing the TCSU correspondence for the Coordinator and the Board.

B. Voting and Meeting Requirements

1. Quorum - is four (4) persons on the Board, present at any Board meeting or Special Meeting. Except for a vote to dismiss the Coordinator, as described in B 3, 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.

2. Items requiring a Quorum and a majority vote of the Quorum are as follows:

- (a) Selection of the 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 and the dismissal of an Agent from the 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 II (A) (1) including but not limited to disciplinary procedures and policies for TCSU.
- (g) All other relevant TCSU activity.

3. In the event of a Board vote to dismiss the Coordinator, a quorum and four (4) Board votes in favor of dismissal are required to remove the Coordinator.

4. The Board is required to meet once each month to analyze available TCSU data and reports, pass upon TCSU 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 des-

cribed in Part B, whether the suspension is to be revoked or whether the Coordinator is to be dismissed. If the suspension is revoked the Coordinator continues as Coordinator. If the Coordinator is dismissed, the Board must select a new Coordinator within ten (10) days of the Special Meeting as described in Part B. The dismissed Coordinator is not eligible for selection as Coordinator.

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

III. HOURS OF WORK AND COMPENSATION

1. In order to staff the TCSU, one police officer from each Members Agency is to be selected by that Member Agency consistent with its existing internal practices. This selection is subject to V 6.

2. Each Members' annual contribution to the TCSU must be no less than 1000 hours. Each Members weekly contribution should not be less than 20 hours but this minimum is subject to the Coordinator's sound discretion.

3. If the Coordinator, in the exercise of sound discretion, determines that more than 20 hours of service in any week is required of an Agent, that Agent - or another Agency designated by the Member Agency - is obligated to serve

Additional Hours as directed. The Coordinator 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.

IV. EQUIPMENT RESPONSIBILITY AND LIABILITY

1. Each Member is required to provide Loaned Equipment to each Agent it sends to participate in the TCSU. The TCSU must provide all Equipment needed for the TCSU activities.

2. 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 TCSU with respect to any pension or indemnity and/or Worker's Compensation contribution.

3. 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.

4. 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.

V. 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 TCSU. All costs of programming, operation of this computer and utilities are provided from the Fund.

4. The offices for the Coordinator and the Clerk are provided at no cost to the TCSU by the Miamisburg Member Agency. With the exception of these costs as described in V 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 TCSU is obligated to submit quarterly monitoring and evaluation reports as well as a Fund report to the Law Enforcement Assistance Agency (L.E.A.A.) at the close of the Agreement Year.

6. Each individual, before designated an Agent by his or her Agency, must spend a period of time becoming familiar with the rules and procedures of the TCSU, take instructional courses in Criminal Intelligence as described in Part B, and be trained in the use of the Equipment of the TCSU.

7. This Agreement is effective from January 1, 1978 through December 30, 1978. The Agreement may be renewed for a period beyond December 30, 1978 if ratified by the Members' legislative authorities.

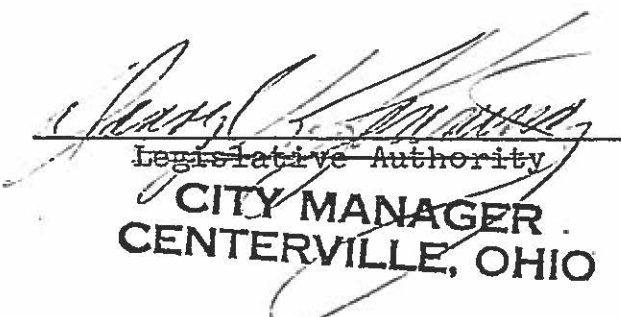
8. This Agreement may be executed in any number of counterparts, all of which together are considered a single instrument. It shall not be necessary for any counterpart to be signed by more than one Member. All counterparts must be filed in the main office of the TCSU in the Miamisburg Police Department, 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.

The City of the Centerville, (Member)

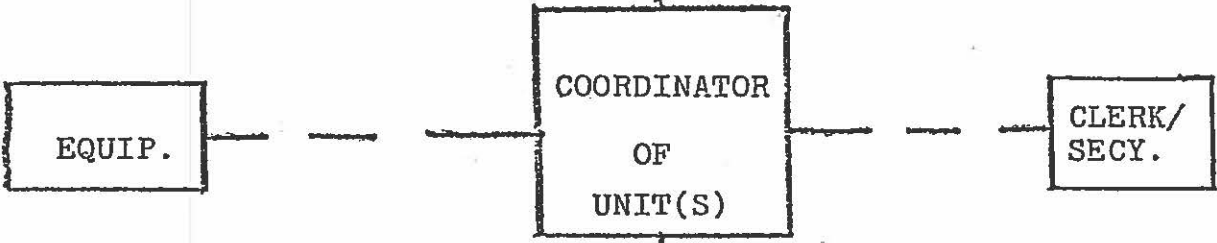
Montgomery County, Ohio has accepted this Agreement, and autho-

rized its execution, by Resolution Number 18-78

passed the 20th day of February 1978.


~~Legislative Authority~~
CITY MANAGER
CENTERVILLE, OHIO

ENTERVILLE CHIEF RANDOLPH	KETTERING CHIEF BARNEY	MIAMISBURG CHIEF McBRIDE	MORAINÉ CHIEF CARMICHAEL	OAKWOOD CHIEF KELLY	WEST CARROLLTON CHIEF BUSH
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ENTERVILLE POLICE EPARTMENT AGENT	KETTERING POLICE DEPARTMENT AGENT	MIAMISBURG POLICE DEPARTMENT AGENT	MORAINÉ POLICE DEPARTMENT AGENT	OAKWOOD POLICE DEPARTMENT AGENT	WEST CARROLLTON POLICE DEPARTMENT AGENT
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ENTERVILLE	MIAMISURG	OAKWOOD
KETTERING	MORAINÉ	WEST CARROLLTON