

RESOLUTION NO. 77-23
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Belinda Kenley ON THE 11th
DAY OF September, 2023.

**RESOLUTION AUTHORIZING THE CITY MANAGER TO
ENTER INTO THE MIAMI VALLEY COMMUNICATIONS
COUNCIL – TACTICAL CRIME SUPPRESSION UNIT
MEMORANDUM OF UNDERSTANDING – FEDERAL
EQUITABLE SHARING BETWEEN THE CITY OF
CENTERVILLE, OTHER LOCAL MUNICIPALITIES, AND
THE MIAMI VALLEY COMMUNICATIONS COUNCIL.**

WHEREAS, the Miami Valley Communications Council (“MVCC”) had previously entered into a Tactical Crime Suppression Unit Agreement for the purposes of forming a task force of Member Law enforcement agencies (“TCSU”) to coordinate police activities and exchange information to deal more effectively with the present and projected crime levels in Member cities; and

WHEREAS, TCSU recognizes an ancillary benefit of asset forfeiture through the Equitable Sharing Program to share federal forfeiture proceeds; and

WHEREAS, it is necessary to have a Memorandum of Understanding (“MOU”) to designate the City of Kettering as the TCSU’s fiduciary agency for the Program; and

WHEREAS, the City desires to enter into the MOU for the benefits of the citizens of the City; and

WHEREAS, it is in the best interests of the City to enter into MOU.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF
THE CITY OF CENTERVILLE, MONTGOMERY COUNTY, OHIO, AS
FOLLOWS:**

Section 1. The City of Centerville hereby agrees to enter into the Memorandum of Understanding with the MVCC and other Member cities, and the City Manager is hereby authorized to execute the MOU with other municipalities in a form substantially similar to the MOU attached hereto as Exhibit “A” and incorporated herein on behalf of the City of Centerville.


Section 2. This Resolution shall be in full force and effect at the earliest date allowed by law.

PASSED THIS 11th day of September, 2023.



Mayor of the City of Centerville, Ohio

ATTEST:



Clerk of Council
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 77-23, passed by the Council of the City of Centerville, Ohio on the 11th day of September, 2023.



Clerk of the Council

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions
Department of Law
Scott A. Liberman
Municipal Attorney

**Miami Valley Communications Council – Tactical Crime Suppression Unit
Memorandum of Understanding – Federal Equitable Sharing**

- 1.** The Miami Valley Communications Council (“MVCC”) and the municipalities of Centerville, Germantown, Kettering, Miamisburg, Moraine, Oakwood, Springboro and West Carrollton, all being Ohio municipal corporations (collectively the “Members” and individually “Member”), entered into a Tactical Crime Suppression Unit Agreement for purposes of forming a task force of Member law enforcement agencies (“TCSU”) to coordinate police activities and exchange information to deal more effectively with the present and projected crime levels in the Members’ municipalities.
- 2.** TCSU recognizes an ancillary benefit of asset forfeiture is the potential to share federal forfeiture proceeds with cooperating state and local law enforcement agencies through equitable sharing. The Equitable Sharing Program (“Program”) enhances cooperation among federal, state, local, and tribal law enforcement by providing valuable additional resources to each task force member agency. Equitable sharing funds are designed to supplement and enhance, not supplant, appropriated agency resources at the task force or member agency levels.
- 3.** TCSU understands that federal law authorizes the Attorney General and the Secretary of the Treasury to share federally forfeited property with participating state and local law enforcement agencies. TCSU understands that the exercise of this authority is discretionary and limited by statute and sharing is not required in any case. In addition, TCSU understands that sharing is only available from net proceeds after recovery of government expenses and payment of victim compensation. The amount shared for each asset will bear a reasonable relationship to the degree of direct participation of TCSU as a whole and the decision maker will consider the sharing recommendations outlined in this section based on qualitative factors such as unique contributions and financial obligations of TCSU.
- 4.** The purpose of this section of the Memorandum of Understanding (“MOU”) is to designate the City of Kettering as TCSU’s fiduciary agency for Federal Equitable Sharing Program matters. The fiduciary agency agrees to submit sharing requests for all seizures involving the task force. The TCSU Director or their designee is responsible for communicating with appropriate Kettering Police Department personnel in order to execute all sharing requests. All TCSU Members agree and understand that all sharing will be awarded to the fiduciary agency and all sharing funds will be retained by the fiduciary agency for TCSU expenses.
- 5.** TCSU understands that in order for the designated fiduciary agency to receive shared funds, the fiduciary agency must be compliant with Program guidelines and reporting requirements as outlined in the current *Guide to Equitable Sharing for State and Local Law Enforcement Agencies* (“Guide”). The fiduciary's Agency Head and Governing Body Head must annually sign the Equitable Sharing Agreement and Certification (“ESAC”) report. By signing and submitting the ESAC report, the fiduciary agency and its jurisdiction agree to abide by all policies set forth in the current Guide and all subsequent updates.

6. Sharing Request Submissions: At the direction of the TCSU Director or their designee, sharing requests may be submitted by the fiduciary agency's Police Department at any time following the seizure, but no later than 45 days after forfeiture. Only one sharing request will be submitted by the fiduciary agency on behalf of TCSU for each asset. Should any Member provide assistance in an investigation that is unrelated to TCSU, the Member agency may submit a sharing request based solely on that contribution.

7. Financial Management Requirements: Equitable sharing funds are awarded to one single agency, known as the fiduciary, designated by the task force. TCSU may spend equitable sharing funds for any permitted law enforcement purpose, including payment of TCSU expenses. The fiduciary agency may earmark funds awarded from cases involving TCSU for such expenses. Expenses in support of TCSU operations will only be paid at the direction of the TCSU Director or their designee. Documentation explaining the allowable use of funds must accompany each expenditure request; all requests are subject to final review and approval by the Finance Director of the fiduciary agency prior to payment. The fiduciary agency will maintain all federally shared funds in separate revenue accounts/accounting codes by the fiduciary agency's jurisdiction. These funds will be treated in the same manner as appropriated funds, including procedures for all procurement and approval processes and inclusion in all single audit requirements by the jurisdiction.

8. Funds may be expended in support of TCSU operations as detailed in Section V of the Guide. The fiduciary agency may purchase equipment and other tangible items as well as pay direct operational expenses for the benefit of TCSU. However, the fiduciary agency may not transfer shared funds to TCSU or pay for unspecified or impermissible operational expenses. The fiduciary agency must report the expenditure and maintain ownership and control of any tangible items. Any tangible items used by TCSU that were purchased with Program funds must be tracked and, upon discontinued use, returned to the fiduciary agency for proper management and/or disposal; this requirement is to ensure compliance with the Single Audit Act Amendments of 1996 and U.S. Office of Management and Budget ("OMB") *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance").

9. TCSU Members will not submit individual sharing requests to the Program for TCSU cases other than as outlined in the following paragraph. Further, member agencies will not receive funds from the fiduciary agency for expenditure reimbursements or as direct payments, except in limited circumstances under an approved waiver as provided for in the current Guide.

10. TCSU may deviate from awarding its full share to the fiduciary agency on a case-by-case basis as needed upon concurrence of all TCSU Members and any alternate sharing arrangement must be equitable, in writing, and agreed upon prior to the onset of the investigation. Deviations from the agreed upon percentages generally would occur only in rare and unique situations involving cases where a larger than usual sharing may occur. For purposes of this MOU, participating Members agree to deviate from awarding the full share to the fiduciary agency only when the anticipated forfeiture is likely to result in a net share for the task force which is greater than \$100,000.00 per request. In these rare circumstances, Members providing full-time personnel to the task force agree to a 6% sharing request per Member. Each Member further

acknowledges that to receive shared funds, individual Members must be in full compliance with Program guidelines and reporting requirements as previously stated in this agreement.

11. Change in Participation: This portion of the MOU will be updated each time a change in TCSU Member or manpower contribution occurs and/or if a change in financial or administrative responsibilities occurs.

12. Dissolution: Should TCSU disband or a Member withdraw from TCSU, all funds currently in the fiduciary agency's possession remain with the fiduciary agency. No funds will be transferred to any Member at any time, including upon departure from TCSU, except with written approval from the Money Laundering and Asset Recovery Section and/or Treasury Executive Office for Asset Forfeiture.

13. Fiduciary Agency Concurrence: By signing below, the fiduciary agency's Finance Director certifies that all funds will be maintained in the same manner as all appropriated funds and expenditures will be subject to all jurisdictional policies and procedures for procurement and disposal of tangible items purchased with shared funds. Equitable sharing funds will be included in the jurisdiction's Single Audit as required and subject to the OMB Uniform Guidance.

14. Member Concurrence: We, the members of the Miami Valley Communications Council/TCSU/Gov-Tech, fully understand and agree to the provisions set forth in this MOU. This MOU is effective as of September 1, 2023 and will continue in force and effect until modified or terminated in writing.

15. Counterparts: This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Signatures hereon may be delivered by electronic mail or facsimile, and the delivery of such signatures shall be deemed originals for all purposes.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be duly executed on the date indicated by their signatures on the separate signature pages provided for each party attached to and made a part hereof.

[Signature pages follow.]

**MIAMI VALLEY
COMMUNICATIONS COUNCIL**

By: _____
Jay Weiskircher, Executive Director
Date: _____

CITY OF CENTERVILLE

By: _____

Wayne Davis, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____

Scott A. Liberman, Law Director

Date: _____