

**RESOLUTION NO. 28-2020**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF MONROE AND WEST CHESTER TOWNSHIP TO PROVIDE FOR A COMBINED CRISIS RESPONSE UNIT FOR TACTICAL OPERATIONS DURING HIGH RISK SITUATIONS.

WHEREAS, the creation of a Crisis Response Unit will benefit the public in tactical responses such as, barricaded suspects, hostage situations, high-risk warrant service, terrorism response, and dignitary protection.

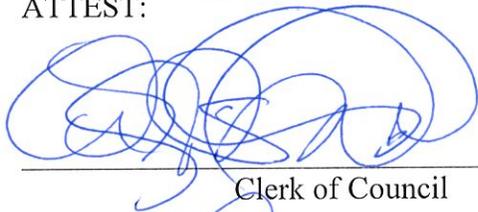
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The City Manager is hereby authorized to enter into a Memorandum of Understanding by and between the City of Monroe and West Chester Township to provide for a combined Crisis Response Unit for tactical operations during high risk situations. The terms and conditions of the Memorandum of Understanding are marked as Exhibit "A" attached hereto and made a part hereof.

SECTION 2: This measure shall take effect and be in full force from and after the earliest period allowed by law.

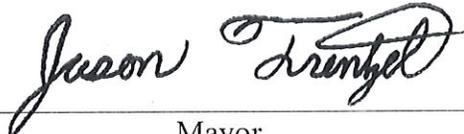
PASSED: May 12, 2020

ATTEST:



Clerk of Council

APPROVED:

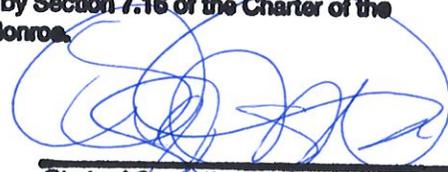


Mayor

First Reading: April 28, 2020

This legislation was enacted in an open meeting pursuant to the terms and provisions of the Sunshine Law, Section 121.22 of the Ohio Revised Code.

**I, the undersigned Clerk of Council of the city of Monroe, Ohio, hereby certify the foregoing (ordinance or resolution) was published as required by Section 7.16 of the Charter of the City of Monroe.**



Clerk of Council  
City of Monroe, Ohio

**Regional Crisis Response Unit  
Memorandum of Understanding  
West Chester Township/City of Monroe Police Crisis Response Unit**

*Agreement*

**I. Purpose**

The purpose of this agreement is to establish and maintain a regional Crisis Response Unit (CRU) between the West Chester Township Police Department and the City of Monroe Police Department. This regional CRU will be responsible for tactical responses within the political subdivisions of both agencies for situations requiring resources, personnel, and equipment above and beyond daily police requirements and capabilities. This unit will also be available to outside communities by mutual aid requests and as available. Examples of CRU responses include the following:

- 1.) Barricaded suspects
- 2.) Hostage situations
- 3.) High-risk warrant service
- 4.) Terrorism response
- 5.) Dignitary protection

**II. Authority and Command**

In the provision of CRU services, the CRU Commander shall assume full responsibility and command for tactical operations. CRU members, to include Crisis Negotiation Team (CNT) personnel, shall be responsible to the CRU Commander and shall operate under his/her direction and control. Supervision of CRU members shall be by the CRU Commander or his/her designee. While performing any and all duties, investigations, and enforcement under the authority of the CRU, members are directly accountable to the CRU Commander as if the CRU commander was that members supervisor from his/her participating agency. Each agency will supply an incident commander in the rank of lieutenant or above for team deployments to maintain a unified command presence.

**III. Governance**

The Crisis Response Unit is under the exclusive direction of the Chiefs of Police for the West Chester Township Police Department and the City of Monroe Division of Police. The Chiefs of Police and their respective command staffs agree to meet annually to review expenses, set goals, review objectives, training, policies and procedures, and maintain development of CRU members. It is agreed that both agencies will operate under the West Chester Township Police Department's Lexipol Policy and internal Standard Operating Procedures (SOP) as it relates to the CRU and its deployments. It is the responsibility of each agency to identify conflicts in policy and have those resolved and reviewed regularly by the command staff's for clarification and continuity.

A semi-annual report will be shared between both police chiefs identifying training progress, CRU readiness, and projected expenses. Operational after-action reports will be submitted in

a timely fashion and made available for both agencies. These reports, including the annual year-end report, will be prepared by the CRU Commander or his designee.

#### **IV. Unit Operators, Selection, Training Standards, and Equipment**

The Monroe Division of Police will be able to supply up to six (6) operators for the regional CRU team. The team will consist of 18 operators, four of which are snipers and one CRU Commander for a total of 19 tactical team members. As with all West Chester selection qualifications and standards, Monroe officers will be held to the same expectations and command officers will be included in that selection process for input. These six members do not include additional personnel that may be selected for Crisis Negotiations Team involvement. Open slots may be filled by West Chester personnel if qualified candidates are not available through Monroe.

The regional CRU will endeavor to adhere to the National Tactical Officers (NTOA) and Ohio Tactical Officers Association (OTOA) training and qualification standards. All operators are required to attend SWAT basic school and this should be accomplished within the first year following selection for appointment to the regional CRU tactical team. Any operator not meeting training standards, weapons and fitness qualifications, and overall team cohesion, may be removed from the team following consultation with the CRU commander and the command staffs of both agencies. Team operators train twice a month and snipers may be required to train an additional day depending on qualifications and expectations.

Each operator will be assigned weapons, to include long-guns, which are consistent with team firearms by their respective agencies. Currently, the Colt M-4 is the required weapon for team operators along with the Sig Saur P320 9mm handgun. The same or similar firearms are required for all team members no matter the role or assignment on the team. Firearm optics are the responsibility of the respective agency and should be consistent with team equipment.

For uniformity, all members are required to be in the same uniform with agency patch designation on one arm and the unit patch on the other. Uniforms will be ordered through West Chester Township Police for vendor and price consistency. Gas masks and filters will also be ordered through West Chester Township for the same reasons above.

The vehicles, to include the BEAR armored vehicle, Command and Operations Platform (COP vehicle), Rapid Deployment Vehicle (RDV), and MRAP armored vehicle will be maintained by the respective agency who holds title to the vehicle.

#### **Compensation and Funding**

Each agency is responsible for the salaries and compensation of their respective employees assigned to the CRU to include overtime for training and team deployments. The City of Monroe agrees to provide \$12,000.00 annually to West Chester Township Police for citywide tactical team response coverage. Additionally, this annual amount assists in covering costs of equipment, uniforms, repairs and replacement of equipment and uniforms, training, ammunition, chemical munitions, and other incidentals not listed, but otherwise necessary during operations and training for the Regional Crisis Response Unit.

**V. Liability**

Neither participating agency, its employees, officers, or agents shall be liable for damages to the other agency or its employees, officers, or agents, or its inhabitants, or its contractual obliges, or any person whom service is being provided, for failure to answer any request for service, or for response time answering a request for service, or for failure or inadequacy of equipment, or for the negligence, misfeasance or nonfeasance of its employees, or for any other cause related to the rendering of CRU services.

**VI. Termination**

Any agency may withdraw from participation of this agreement by making written notification to the other agency, in writing. Participation will be terminated within ninety (90) days from the date the written notice was received.

Any necessary amendments to the agreement following acceptance of the original agreement will be made to the other agency, in writing. Following reception of the notification, both parties agree to meet and discuss the requested changes before acceptance and inclusion.

**VII. Adoption**

This agreement shall be in full force and in effect upon the signing of this agreement by the Police Chiefs of West Chester Township, City of Monroe Division of Police, and the required signatories of each political subdivision.

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Joel M. Herzog  
Chief, West Chester Police Dept.

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Robert Buchanan  
Chief, City of Monroe Police Dept.

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Larry D. Burks  
Administrator, West Chester Township

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William Brock  
City Manager, City of Monroe