

RESOLUTION NO. 02-2021

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERTANDING BY AND BETWEEN THE CITY OF MONROE AND OTHER PARTICIPATNG POLITICAL SUBDIVISIONS IN WARREN COUNTY FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING THE EXISTENCE OF A TASK FORCE TO PROVIDE TACTICAL RESPONSE IN SPECIALIZED SITUATIONS REQUIRING A LAW ENFORCEMENT RESPONSE.

WHEREAS, the Memorandum of Understanding establishes a Warren County Tactical Response Unit as a task force under Ohio law.

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 other participating political subdivisions in Warren County for the purpose of establishing and maintaining the existence of a task force to provide tactical response in specialized situations require a law enforcement response. The terms and conditions of said Memorandum of Understanding are set forth on 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: January 26, 2021

ATTEST:

APPROVED:

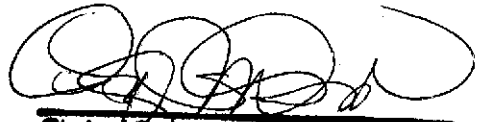

Clerk of Council


Mayor

First reading: January 12, 2021

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

**TASK FORCE
MEMORANDUM OF UNDERSTANDING
WARREN COUNTY TACTICAL RESPONSE UNIT**

Pursuant to Ohio Revised Code sections 311.07, 505.43, and 737.04 Ohio counties, municipal corporations, townships and villages ("political subdivisions") are authorized to enter into an agreement with other such political subdivisions to form a task force upon any terms that are agreed to by them if the contract is first authorized by the respective legislative bodies for the participating political subdivisions. In accordance with said Ohio laws, the undersigned political subdivision agrees as follows:

I. Purpose

The purpose of this agreement is to establish and maintain the existence of a task force (See, "Task Force" below) to provide tactical response in specialized situations requiring a law enforcement response. Said Task Force shall be created in order to obtain additional law enforcement assistance and protection and for the purpose of protection of life, limb, and property and the reduction of crime and subversive activities.

II. Definitions

For the purpose of this agreement, the following terms are defined as follows:

Participating political subdivisions: A political subdivision that commits itself to this task force agreement by adopting an ordinance or resolution authorizing participation in the task force with other participating political subdivisions for rendering and receiving assistance in the event of a request for Task Force services in accordance with Task Force assignments as developed by the leadership law enforcement agencies of the participating political subdivisions and adopted by the Policy Board.

Political subdivision: A county, municipal corporation, township, or village having a recognized full-time law enforcement agency.

Majority: Signifies the greater number of votes.

Task Force: Personnel and equipment assembled for the purpose of assisting member political subdivisions and neighboring political subdivisions in obtaining further law enforcement response to better protect the lives, persons, and property of Ohio citizens. The Task Force established hereby shall also be known as the Warren County Tactical Response Unit.

Task Force Commander: The Task Force Commander shall be selected by the Policy Board for a specific period of time and receive a performance review at least annually. The Policy Board may, with a majority vote of board members present remove, suspend, or renew the Task Force Commander for a specific period of time. The Task Force

Commander shall be responsible for team training, equipment maintenance, mobilization, and tactical direction of the task force.

Quorum: The minimum number of voting members that must be in attendance at a meeting of an organization for that meeting to be regularly constituted. For these purposes a quorum is defined as the majority of law enforcement leadership of the participating political subdivision i.e. the Policy Board.

III. Agreement to Effectuate Task Force Services

The county sheriff or governing body of each participating municipal corporation, township, or village are authorized on behalf of that political subdivision to enter into and from time to time to alter and amend on the advice of the political subdivision's law enforcement leadership an agreement with other political subdivisions for Task Force services.

IV. Authority and Command

In the provision of Task Force services, the Task Force Commander shall assume full responsibility and command for operations. Task Force members shall be responsible to the Task Force Commander and shall operate under his/her direction and control. Supervision of Task Force members shall be by the Task Force Commander. While performing any and all duties, investigations, and enforcement under the authority of the Task Force, the Task Force members are directly accountable to the Task Force Commander, as if the Task Force Commander was that member's supervisor from his/her participating agency.

V. Governance of Task Force

The operation of the Task Force shall be governed by a Policy Board ("the Board") consisting of law enforcement leadership of the participating political subdivisions. All Board members shall serve without compensation. The Board shall meet at such times and places as agreed upon by Board members. All Board decisions must be made in a quorum and approved by majority vote. The policy and procedures for the Board shall be addressed in the Warren County Tactical Response Unit Policy and Procedure Manual.

The Board shall designate a Lead Agency of the Task Force which is responsible for conducting business meetings, calling for and tracking votes, and calling for emergency votes if required. This Lead Agency shall be the agency of the current Chairperson of the Warren County Chief's Association.

The Board shall be responsible for the creation and maintenance of a policy and procedure manual for the Task Force. The Board shall review and update said policies and procedures as needed or at least every three years.

The Board, all participating political subdivisions, and legal counsel from the Lead Agency of the Task Force shall be required to review all policies and procedures for consistency. Any conflicts which may arise between the participating political subdivisions' policies and procedures and the policies and procedures of the Task Force shall be reviewed and resolved by the Board, the participating political subdivision, and legal counsel for the lead agency.

The Board shall meet no less than ten (10) times each calendar year. Board members are expected to attend a minimum of 50% of the meetings. Each member of the Board shall have one (1) vote and a majority vote of a quorum of the members is needed to be present to conduct business. Should an emergency vote be needed as determined by the Lead Agency, this may take place through email.

VI. Membership

Before any law enforcement agency may become a member of the Task Force, its membership shall be approved by the Policy Board. Membership shall be limited to the Ohio law enforcement agencies as defined by Ohio statutes. Applicants shall become members upon approval of the Board and execution of this agreement.

When considering membership, the Board shall consider all factors including:

1. Agency capabilities of providing or being resources to the task force communities.
2. Geographic proximity to other task force agencies.

VII. Responsibility for Conduct

It is the intention of the Policy Board to ensure there is no contradiction or conflict in policies and procedures, rules, regulations, directives or general orders between member agencies and the Task Force; however, should a conflict arise, it is agreed the assigned Task Force officer will bring this to the attention of their home agency supervisor, Chief, Sheriff or designee and a Task Force supervisor as soon as practically possible. In any event, and when in doubt, the officer will follow their employing agency's policy, procedure, rule, regulation, directive or general order.

Any officer of a participating political subdivision, whether said officer is responding to a request for Task Force services from a requesting political subdivision, or the officer is part of the Task Force, shall be deemed to be acting within the scope of the officer's employment with the participating political subdivision with whom the officer is employed, while traveling to, traveling from, and while acting in the territory of another participating political subdivision, as well as during all training conducted pursuant to this agreement or referenced herein.

In addition to the requirements set forth in this agreement and the accompanying policy and procedures manual for the task force, each officer or employee participating in the Task Force shall remain subject to and adhere to the standards of conduct, personnel rules, regulations, laws, and policies of their respective employing unit, in addition to complying with the policies and procedures of the Task Force.

VIII. Privileges and Immunities

The participating political subdivisions intend for all responding law enforcement agencies and their officers to enjoy the fullest privileges and immunities available to the officers of the requesting law enforcement agency pursuant to Chapter 2744 of the Ohio Revised Code.

IX. Confidentiality

Any information gathered and/or report(s) generated by the Task Force during the course of its investigation that is maintained by the Task Force, a prosecutor, the attorney general, or a special prosecutor is deemed a confidential law enforcement investigatory record for purposes of Ohio Revised Code 149.43. This determination does not, however, affect or limit the right of discovery granted under the Ohio Revised Code, the Rules of Criminal Procedure, and/or the Rules of Juvenile Procedure. The Task Force Commander shall periodically inform the agency heads of participating agencies on the status of the investigation. Information relating to the status of the Task Force investigation shall only be provided to the agency head or his designee.

X. Compensation

Each participating law enforcement agency shall continue to provide the same salaries, insurance, workers' compensation, retirement, and other fringe benefits to its personnel while responding to a request for assistance and/or deployment under this agreement as those employees would receive while on duty in their employing political subdivision or governmental unit.

Further, law enforcement personnel shall be entitled to all the workers' compensation rights and benefits of Chapter 4123 of the Revised Code to the same extent as while performing service within their employing political subdivision or governmental unit.

XI. Funding

The Warren County Sheriff's Office shall act as the fiscal agent for the Task Force. Expenditures by each participating political subdivision shall be subject to each subdivision's budgetary process and to the availability of funds and resources pursuant to applicable laws, regulations, and policies.

Each participating law enforcement agency who supplies a member shall, by July 1 of every calendar year, pay to the fiscal agent the sum of \$250.00 per active member to be used for approved team expenses.

XII. Liability

No participating political subdivision or any of its employees, officers, or agents shall be liable in damages to another participating political subdivision, or its employees, officers, or agents, or its inhabitants, or its contractual obligees, or any person to whom service is being provided, for failure to answer any request for service, or for response time for answering a request of 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 Task Force services.

XIII. Express Reservations

The Task Force does not directly or indirectly employ any personnel assigned to it. The Task Force does not establish employer-employee relationships with personnel assigned to the Task Force from participating political subdivisions. Participating political subdivisions do not waive any available defenses and/or limitations on liability. No participating political subdivision shall be considered to be an agent of any other participating political subdivision.

XIV. Termination

Any participating political subdivision may withdraw from the Task Force agreement by notifying the Board in writing, whereupon the withdrawing political subdivision will terminate participation ninety (90) days from the date of the written notice.

Further, any participating political subdivision who fails to meet their obligations in accordance with this agreement and/or the policies and procedures of the Task Force may have their membership terminated by a majority vote of the Board.

XV. Adoption

This agreement shall be in full force and in effect with the signing of this agreement by the sheriff or legislative body of each participating political subdivision.

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Name of Political Subdivision

**Representative from Legislative Body of
Political Subdivision**

Sheriff / Chief of Police