

Resolution 2023-R-9 Exhibit A

MEMORANDUM OF UNDERSTANDING BETWEEN

**CITY OF BELLBROOK
17 E. FRANKLIN STREET
BELLBROOK, OH 45305**

AND

**THE GREENE COUNTY SHERIFF'S OFFICE
120 E. MAIN STREET
XENIA, OH 45385**

**CITY OF XENIA
107 E. MAIN STREET
XENIA, OH 45385**

FOR A COMBINED SPECIAL WEAPONS AND TACTICS TEAM

This Memorandum of Understanding (hereinafter "Agreement") is entered into between the Greene County Sheriff's Office (hereinafter "GCSO"), the City of Xenia (hereinafter "Xenia") and the City of Bellbrook (hereinafter "Bellbrook"). The entities when referred to jointly shall hereinafter be "Agencies". The Agencies jointly and separately agree to abide by the terms and provisions of this Agreement during its existence.

PURPOSE

The purpose of this Agreement is to formally add Bellbrook to the currently established combined Special Weapons and Tactics Team (hereinafter "Team"), comprised of members of the GCSO and Xenia. Further, the Agencies desire to formally establish and confirm the framework for this cooperative effort as well as to clarify the legal relationships resultant from that ongoing cooperative effort. The Agencies anticipate a more effective and efficient police response when their officers/deputies cooperate with and assist each other in handling critical incidents.

PROCEDURE

The Chief of Police of the Bellbrook Police Department shall adopt and adhere to the established standard operating procedure manual for the operation of the Team. The standard operating procedure manual shall include, but not be limited to, personnel selection, training, equipment, and operational deployment. For all matters and issues not addressed in the Team's standard operating procedure manual, Team personnel shall be subject to the policies and procedures of their employing agency.

MISSION

The mission of the Team is to provide a specialized tactical response to critical incidents within the jurisdiction of the Agencies.

PERSONNEL AND SUPERVISION

The Chief of Police of the Bellbrook Police Department shall assign one full-time sworn officer from their agency to the Team as a team member. Increases to the Team by Bellbrook may occur upon agreement by the Agencies. Any such agreement shall be made in writing in the form of an amendment.

Each agency will be responsible for the personnel costs and obligations associated with the staff it assigns to the Team, including salary, overtime, benefits, Worker's Compensation coverage, etc.

Any internal affairs investigation will be performed by the agency employing the respective officer/deputy to be investigated. Any of the agencies may investigate an incident where a member(s) from their agency is to be investigated. Any administrative action resulting from such investigation shall be a matter left to the discretion of the employing agency.

Selection and dismissal of personnel to and from the Team shall be in accordance with the policies and procedures of the individual's agency and with the standard operating procedure manual of the Team.

SUPERVISION AND DIRECTION

The Team shall operate under the direction of two co-Team Commanders, one from the GCSO, and one from the Xenia Police Division.

Each Team Commander shall have responsibility for overall supervision, training, and assignment of personnel from their respective agency. The GCSO Team Commander shall have the responsibility for the overall supervision, training, and assignment of Bellbrook personnel.

Upon activation for a critical incident, the Team shall be supervised and directed as follows: if the critical incident occurs in the City of Xenia, the Team shall be supervised and directed by the Team Commander from the Xenia Police Division. If the critical incident occurs in any other jurisdiction, the Team shall be supervised and directed by the Team Commander from the GCSO (hereinafter "Supervising Agency"). Furthermore, the command staff for the Supervising Agency shall retain full jurisdiction over the scene.

While activated on any actual mission, participating in Team training, or otherwise participating in Team activities, all Team Members shall be subject to the exclusive chain of command of the Team.

EQUIPMENT

During this Agreement, and in the event this Agreement is terminated, all equipment shall remain the property of the purchasing agency, whether purchased prior to, or subsequent to, this Agreement. The Agencies shall make every attempt to balance, to the extent possible, all expenditures for the operation of the Team, to include, but not be limited to, new purchases of equipment and the replenishing of expended munitions and ordinance.

COOPERATION BETWEEN AGENCIES

To the extent possible, all Team training and emergency call-ins will be done jointly, with no agency acting independently of the other.

INVESTIGATIVE GUIDELINES

Once the Team has secured the scene of a critical incident, the agency with jurisdiction for the scene will be responsible for conducting the investigation into the incident.

POLICE AUTHORITY

Sworn personnel who are providing police services pursuant to this Agreement within the jurisdiction of one of the other agencies shall have the same law enforcement authority and power as the sworn personnel of the other agency.

CIVIL LIABILITIES

The Agencies agree to release each other and hold each other harmless, as well as their officers and employees, for any loss or liability arising from the activities of the Team pursuant to this agreement. Except as otherwise provided herein, each party agrees to indemnify, defend and hold harmless the other parties, their officers, agents and employees from any and all demands, claims or liabilities of any nature, including death or injury of any person, property damage or other loss caused by or arising out of the performances or failure to perform the obligation assumed under this Agreement.

PRESS RELEASES

Regarding critical incidents, press release and/or the release of information to the media will be made by the Supervising Agency. Notwithstanding a critical incident, no agency shall make a press release, or otherwise release information about the Team, without the prior notification to the other agencies.

EFFECTIVE DATE

This Agreement shall be effective when duly executed by the authorized representatives of the Agencies and shall remain in effect until Termination pursuant to the provisions herein.

INVALIDATION

In the event that any part(s) of this Agreement is deemed invalid for any reason, the remaining portion of the Agreement shall be in full force and effect.

AMENDMENT

This Agreement may be modified or amended at any time by unanimous agreement of the Agencies. Any such modification or amendment shall be in writing.

ANNUAL REVIEW

An informal joint review of the Team, this Agreement and the standard operating procedures manual will be done by the Team Commanders on or about each anniversary of the Effective Date of this Agreement.

TERMINATION

This Agreement may be terminated by any of the Agencies at any time, without cause, upon giving the other agency written notice thereof. Notice of Termination may be issued by the Sheriff or either City Manager.

CITY OF BELLBROOK

GREENE COUNTY SHERIFF'S OFFICE

Rob Schommer, City Manager

Scott J. Anger, Sheriff

Date: _____

Date: _____

CITY OF XENIA

Brent Merriman, City Manager

Date: _____

APPROVED AS TO FORM:

Stephen M. McHugh, Law Director
City of Bellbrook

Assistant Prosecuting Attorney
Counsel for the Greene County Sheriff

Donnette Fischer, Law Director
City of Xenia