

CITY OF CHEVIOT
STATE OF OHIO

RESOLUTION NO. 15 – 6

TO APPROVE AN AGREEMENT WITH THE HAMILTON COUNTY SHERIFF'S OFFICE FOR PARTICIPATION IN THE REGIONAL NARCOTICS UNIT; AND TO DECLARE AN EMERGENCY.

WHEREAS, the Hamilton County Sheriff's Office has requested that the City of Cheviot Police Department participate in the Regional Narcotics Unit; and

WHEREAS, this council has deliberated about the matter and determined that such participation would be in the best interest of the City of Cheviot; and

WHEREAS, the Law Director has reviewed the proposed agreement and found it to be in good legal form; and

WHEREAS, the Police Chief has reviewed the proposed agreement and recommended its approval;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CHEVIOT, STATE OF OHIO, TWO-THIRDS OF ALL MEMBERS THEREOF CONCURRING, THAT:

Section 1. The Agreement between the City of Cheviot, Ohio, and the Hamilton County Sheriff's Office, a copy of which is attached hereto and made a part hereof, is hereby approved.

Section 2. The Safety-Service Director is authorized and directed to sign the agreement on behalf of the City of Cheviot.

Section 3. This resolution shall be an emergency measure for the health, safety, and welfare of the citizens of Cheviot and shall take effect immediately. The emergency is necessary in order to allow the city to keep the City of Cheviot and its citizens as safe as possible at the earliest possible time.


Deborah M. Slaughter
President of Council

March 3, 2015
Date passed

Samuel D Keller
Samuel D. Keller
Mayor

3/3/15
Date approved

Attest:

Jenny M. Eilermann
Jenny M. Eilermann
Clerk of Council

APPROVED AS TO FORM:

Mark G. Waters
MARK G. WATERS
LAW DIRECTOR

CERTIFICATION OF PUBLICATION

I, Jenny M. Eilermann, Clerk of the Council of the City of Cheviot, Ohio, hereby certify that the foregoing resolution, or a succinct summary, was published in the *Western Hills Press*, a newspaper of general circulation in the City of Cheviot, Ohio, in accordance with Section 731.21 of the Ohio Revised Code, on the following dates :

- 1) 3-11, 2015, and
- 2) 3-18, 2015.

Jenny M. Eilermann
Jenny M. Eilermann
Clerk of Council

AGREEMENT BETWEEN
CITY OF CHEVIOT, OHIO
AND
THE HAMILTON COUNTY SHERIFF'S OFFICE
FOR PARTICIPATION IN THE REGIONAL NARCOTICS UNIT

WHEREAS, there is evidence that trafficking in illegal narcotics and dangerous drugs exists in the City of Cheviot, Ohio, that such illegal activity is detrimental to the general health and welfare of the populace, and that drug-related violence has continued to escalate; and

WHEREAS, the City of Cheviot, Ohio and the Hamilton County Sheriff's Office recognize that law enforcement can achieve its greatest impact in combating this illegal activity and the attendant violence through integration of resources and investigative activities;

NOW, THEREFORE, for and in consideration of the covenants, terms, provisions, and agreements contained herein by and between the City of Cheviot, Ohio, on behalf of its Police Department (hereinafter CPD) and the Hamilton County Sheriff's Office, the parties with intent to be legally bound do agree as follows:

1. That CPD and the Hamilton County Sheriff's Office will provide support to the Regional Narcotics Unit (hereinafter RENU), which conducts investigations and gathers intelligence on drug trafficking organizations operating both within and without the City of Cheviot and Hamilton County, Ohio region(s), with focus on those individuals and organizations whose illegal activities have impact on the City of Cheviot, Ohio, and the Hamilton County region(s). The essential purpose of RENU investigations is to disrupt the activities of those individuals and organizations primarily responsible for the distribution of controlled substances into and within the City of Cheviot, Ohio, and the Hamilton County region(s) and the violence associated with this activity, through the identification, arrest and prosecution of those responsible, seizure of controlled substances, and the seizure and forfeiture of assets both used in and derived from the illegal distribution of controlled substances.
2. That RENU shall be composed of personnel employed by the City of Cheviot Police Department, Cincinnati Police Department, Green Township Police Department and the Hamilton County Sheriff's Office, as well as personnel employed by other law enforcement agencies as determined to be appropriate by the Hamilton County Sheriff's Office.
3. That CPD shall provide at least one officer to the RENU assignment.
4. The Hamilton County Sheriff's Office will continue to provide a RENU Commander, whom the Parties agree will serve as the operational supervisory authority to RENU activities. The Commander will make periodic reports of RENU activity to the Chief and/or Sheriff of each member agency.
5. The Hamilton County Sheriff's Office will deputize all sworn personnel assigned to RENU as Hamilton County Sheriff's Deputies with accompanying adoption of jurisdictional investigative authority and adoption of the Hamilton County Sheriff's Office policies and procedures. While sworn personnel are assigned to and acting within their scope of employment at RENU, the sworn officers shall follow the Hamilton County Sheriff's Office policies and procedures.
6. That any forfeited assets seized as result of RENU investigations, including but not limited to monies, shall be, after liquidation, divided as follows: 20% of to the Hamilton County Prosecutor's Office; 5% to Cheviot Police Department for each officer assigned to RENU; 5% to Cincinnati Police Department for each officer assigned to RENU; 5% to Green Township for each officer assigned to RENU; remainder to

the Hamilton County Sheriff's Office.

- 7. The Parties will continue to be individually responsible for establishing and paying the salaries, benefits, and overtime for their respective employees assigned to RENU.
- 8. Service - This Agreement requires that all notices shall be personally served or sent by U.S. mail, postage prepaid, addressed to the parties as follows:
 - i. To the City/Cheviot Police Department:
 Chief Joseph G. Lally
 3814 Harrison Avenue
 Cheviot, Ohio 45211
 - ii. To the Hamilton County Sheriff:
 Sheriff Jim Neil
 1000 Sycamore Street, Room 110
 Cincinnati, Ohio 45202
- 9. The term of this Agreement shall begin upon the execution by both Parties, and shall continue until cancelled by either Party upon forty-five (45) days' notice to the other Party.

IN WITNESS WHEREOF, the City and the Hamilton County Sheriff's Office executed this Agreement on the date indicated below.

CITY OF CHEVIOT

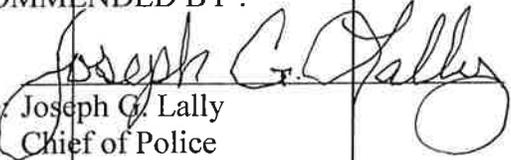
**HAMILTON COUNTY
SHERIFF'S OFFICE**

By: _____
 Name: Thomas L. Braun
 Title: Safety Service Director
 Date: _____

By: _____
 Name: Jim Neil
 Title: Hamilton County Sheriff
 Date: _____

RECOMMENDED BY :

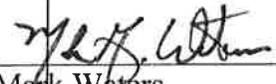
APPROVED AS TO FORM:

By: 
 Name: Joseph G. Lally
 Title: Chief of Police

By: _____
 Name: _____
 Title: Assistant County Prosecutor

APPROVED AS TO FORM:

**BOARD OF COUNTY
COMMISSIONERS OF
HAMILTON COUNTY OHIO**

By: 
 Name: Mark Waters
 Title: Law Director

By: _____
 Name: Christian Sigman
 Title: Administrator