

RECORD OF RESOLUTIONS

Resolution No. 21-2025

Passed: April 22, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO THE MIAMI VALLEY COMMUNICATIONS COUNCIL -TACTICAL CRIME SUPPRESSION UNIT MEMORANDUM OF UNDERSTANDING FOR MENTAL HEALTH AND DRUG ADDICTION CLINICIANS SHARED BETWEEN THE CITY OF WEST CARROLLTON, 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 (TCSU) Agreement for the purposes of forming a task force of member law enforcement agencies to coordinate police activities and exchange information to deal more effectively with the present and projected crime levels in member cities; and

WHEREAS, the TCSU participants desire to improve the experiences and outcomes associated with calls or interactions involving people in crisis with mental health or addiction components (MHAC); and

WHEREAS, having a mental health and drug addiction clinician being present or readily available will enhance the TCSU participants' ability to deal with calls for service involving MHAC more effectively and will reduce instances requiring formal criminal justice intervention or unnecessary hospitalizations; and

WHEREAS, the TCSU participants have each received Opioid Settlement revenue and have collectively agreed to allocate their Opioid Settlement revenue to finance the program in efforts to assist those experiencing mental health crisis and/or drug addiction crisis; and

WHEREAS, the TCSU participants desire to enlist the services of South Community to recruit and hire two full-time licensed staff to participate in the TCSU Co-responder program; and

WHEREAS, the city desires to enter into the Memorandum of Understanding (MOU) for the benefit of the citizens of the city.

NOW, THEREFORE, BE IS RESOLVED BY THE COUNCIL OF THE CITY OF WEST CARROLLTON, OHIO, THAT:

Section 1: The City Manager is hereby authorized to enter into the Memorandum of Understanding (MOU), as attached hereto and incorporated herein, as Exhibit "A" with the Miami Valley Communications Council and other member cities.

Section 2: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this resolution were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

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Section 3: This resolution shall be in full force and effect from and after its date of passage.

Passed: April 22, 2025



Mayor

Attest: Gracy Moore
Clerk of Council

Effective Date: April 22, 2025

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the Miami Valley Communications Council, a council of governments ("Administrator"), City of Moraine, City of Centerville, City of Oakwood, City of Miamisburg, and City of West Carrollton (collectively, "TCSU Participants"). The purpose of this MOU is to establish a framework for collaboration between the Administrator and the TCSU Participants to implement the TCSU Co-Responder Program (the "Program") in partnership with South Community Behavior Health Services ("South Community"), a local provider in the area.

WHEREAS, the Administrator provides financial and administrative support to the Tactical Crime Suppression Unit which is comprised of officers from the cities of Centerville, Germantown, Kettering, Miamisburg, Moraine, Oakwood, Springboro, and West Carrollton that cooperate on regional investigations involving the sharing of personnel, equipment, and joint training to benefit are-wide law enforcement initiatives;

WHEREAS, the TCSU Participants desire to improve the experiences and outcomes associated with calls or interactions involving people in crisis with mental health or addiction components ("MHAC"); and,

WHEREAS, having a mental health and drug addiction clinician being present or readily available will enhance the TCSU Participants' ability to more effectively deal with calls for service involving a MHAC and will reduce instances requiring formal criminal justice intervention or unnecessary hospitalization; and,

WHEREAS, the TCSU Participants have each received Opioid Settlement Revenue and have collectively agreed to allocate their Opioid Settlement Revenue to finance the Program in efforts to assist those experiencing mental health crisis and/or drug addiction crisis; and,

WHEREAS, the TCSU Participants desire to enlist the services of South Community to recruit and hire two full-time licensed agency staff to participate in the TCSU Co-Responder Program; and,

WHEREAS, Administrator shall enter into a contract with South Community and make payments for the Program to South Community with the TCSU Participants reimbursing the payments to Administrator as set forth below.

NOW THEREFORE, in consideration of the promises and mutual covenants set forth below, the parties hereto agree as follows:

1. **Co-Responder Program.** The Co-Responder Program is being implemented by the TCSU Participants, South Community, and Administrator to provide alternative services to clients involved in calls or interactions that involve(s) mental health or

addiction component(s) (“MHAC”). The alternative services will be provided by two full-time licensed agency staff to be integrated with TCSU Participant officers to address mental health and substance use crises within the respective communities. The agency staff will be employed through South Community and made available full-time to the Program.

2. **Term.** This MOU is effective commencing on June 1, 2025, and continuing until December 31, 2028, unless otherwise extended by written agreement between the Parties.
3. **Funding of the Program.** Quarterly funding for the Program shall come from each TCSU Participant’s Opioid Settlement Revenue and shall be calculated using a per capita formula that includes all five (5) Participants.
4. **Administrator’s Responsibilities.** The Administrator shall be responsible for entering into a contract with South Community. More specifically, Administrator’s responsibilities include the following:

- a. **Payment of Services.** The Administrator shall facilitate payments to South Community for services rendered. The agreed upon cost breakdown for two (2) full-time licensed agency staff is as follows:

Staffing:	Two Full-Time Licensed Agency Staff 2080 hours x 2 = 4160 hours
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Hourly Rate:	\$32.83 for 2025 \$33.66 for 2026 \$34.50 for 2027 \$35.36 for 2028
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- b. **Allocation of Program Costs.** Administrator shall be responsible for providing the breakdown of costs divided between all five (5) Participants based upon a per capita formula. The percentage to be paid by each jurisdiction on a quarterly basis shall be as follows:

- Centerville – 33%
- Miamisburg – 27.2%
- West Carrollton – 17.8%
- Oakwood – 13%
- Moraine – 9%

c. **Invoices.** Administrator will then provide a quarterly invoice to each Participant according to the formula described above.

d. **Review of Program Costs.** The formula for allocating program costs shall be reviewed at the conclusion of the first year of the contract.

5. TCSU Participants' Responsibilities.

a. **Payment of Invoices.** TCSU Participants shall promptly pay invoices received from Administrator upon receipt.

6. Insurance Coverage. South Community shall procure and maintain for the duration of this Program insurance against claims for bodily injury and/or property damage which may arise from or in connection with the Program. The limits of coverage are defined in Section X of the MOU between South Community and the Administrator and is set forth below for ease of reference:

South Community shall procure and maintain for the duration of this Agreement insurance against claims for bodily injury and/or property damage which may arise from or in connection with this Agreement. Coverage shall be at least as broad as: (i) Commercial General Liability on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence; and (ii) Automobile liability with limits no less than \$1,000,000 per accident for bodily injury and property damage. The general liability and automobile liability policies are to be endorsed to provide that Department and its officers, officials, employees, agents, and volunteers are covered as additional insureds. Insurance coverage shall be primary insurance as respects to the Department its officers, officials, employees, agents, and volunteers. Certificates of Insurance shall provide that the issuing company will endeavor to provide the Department with a minimum of 30 days written notice of cancellation. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A, unless otherwise acceptable to the Department.

NOTHING HEREIN SHALL BE DEEMED A WAIVER OR CONTRACTUAL CHANGE TO ANY AND ALL IMMUNITY AVAILABLE UNDER OHIO LAW TO TCSU PARTICIPANTS.

7. Termination. Any party to this MOU may terminate this MOU at any time upon sixty (60) days prior to written notice to the other parties. Further, each party may terminate this MOU immediately upon notice of a material breach of this MOU, which the breaching party fails to cure or cannot cure within ten (10) days of receipt of such notice. In the event one or more TCSU Participants terminate their participation in TCSU Co-Responder Program, the remaining participants will have their monthly allocation amounts adjusted consistent with a per capita calculation.

- 8. Notices.** Any notice required under this MOU shall be deemed to have been given on the date actually received or twenty-four (24) hours after having been deposited in the United States mail, postage prepaid, registered or certified, and addressed to the parties as set forth on the first page, whichever occurs earlier. Either party may change its address from time to time by writing notice given in this manner.
- 9. Governing Law.** This MOU shall be governed by and construed in accordance with the laws of the State of Ohio.
- 10. Counterparts; Copies.** This MOU may be executed by the parties in several counterparts which when taken together shall be deemed to be one original, may be executed in multiple copies, or both, each of which shall be deemed an original. All true and accurate copies of this fully executed MOU shall be valid and binding evidence of the agreement of the parties, whether the document and/or any or all of the signatures are reproductions of an original by photocopy, facsimile transmission, or other method commonly accepted as accurate.

11. Miscellaneous Provisions.

- a. This MOU contains the entire agreement of the parties relating to the subject matter hereof.
- b. The headings contained herein are for convenience only and shall not be considered in construing or interpreting any provision hereof.
- c. Words in the singular shall include the plural, and vice-versa, and words in the masculine shall include the feminine or neuter or both, and vice-versa, where the context so requires for a reasonable interpretation of this MOU.
- d. If any provision of this MOU shall be held to be void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.
- e. All of the promises, agreements, representations and warranties made by any party are material terms and conditions of this MOU.
- f. Time is of the essence in the performance of all obligations of the parties under this MOU.
- g. For purposes of computing any time requirements under this Agreement, the term "days" shall mean all calendar days, including Saturdays, Sundays and legal holidays.

- h. All time requirements shall be measured by excluding the actual effective date or day of receipt of notice of the applicable time period and including the last day of the applicable time period.
- i. No party shall be deemed to be the exclusive draftsman, and this Agreement shall not be interpreted or construed in favor of or against any party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, through their duly authorized representatives, to be effective as of the Effective Date.

**MIAMI VALLEY COMMUNICATIONS
COUNCIL**

Title: _____
Date: _____
Address: _____

CITY OF CENTERVILLE

Title: _____
Date: _____
Address: _____

Approved as to Form:

Centerville Law Director

CITY OF MORaine

Title: _____
Date: _____
Address: _____

CITY OF OAKWOOD

Title: _____
Date: _____
Address: _____

CITY OF MIAMISBURG

Title: _____
Date: _____
Address: _____

CITY OF WEST CARROLLTON

Title: _____
Date: _____
Address: _____
