

The Board of Township Trustees of Hamilton Township, County of Warren, Ohio, meeting on December 1, 2025, Special Meeting at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Joseph Rozzi— Trustee, *Board Chair*
Darryl Cordrey –Trustee, *Vice Chair*
Mark Sousa – Trustee

Mr. Rozzi introduced the following resolution and moved for its adoption:

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO
RESOLUTION NUMBER 25-1201**

**A RESOLUTION AUTHORIZING THE TOWNSHIP ADMINISTRATOR TO ENTER
INTO AN AGREEMENT FOR PROVISION OF POLICE PROTECTION SERVICES
TO THE VILLAGE OF MAINEVILLE**

WHEREAS, Ohio Revised Code Sections 505.43 and 737.04 allow an Ohio township and an Ohio municipality, respectively, to enter into an agreement for police protection;

WHEREAS, Council for the Village of Maineville, Ohio has decided it is in the best interest of its citizens to provide all its police protection services through the Hamilton Township Police Department;

WHEREAS, the Township's Police Department has the ability and desire to provide such police protection services to the Village of Maineville;

WHEREAS, the Board of Township Trustees desires to provide the requested police protection services to the Village of Maineville beginning on January 1, 2026 for a period of four years;

NOW THEREFORE, be it resolved by the Hamilton Township Board Township Trustees, Warren County, Ohio:

SECTION 1. The Board hereby authorizes and approves the Agreement between Hamilton Township and the Village of Maineville for police protection services, attached to and incorporated into this Resolution as Exhibit A. The Board further authorizes the Township Administrator to execute any other documents necessary to put the Agreement into effect and to carry out the purposes of the Township's provision of police protection to the Village.

SECTION 2. This Resolution shall take effect on the earliest date allowed by law.

Mr. Sousa seconded the Resolution and the following being called upon the question of its adoption, the vote resulted as follows:

Darryl Cordrey –	Aye _____	Nay <u>✓</u>
Joseph Rozzi –	Aye <u>✓</u>	Nay _____
Mark Sousa –	Aye <u>✓</u>	Nay _____

Resolution adopted this 1st day of December, 2025.

Attest:

Leah Elliott
Leah M. Elliott, *Fiscal Officer*

Approved as to form:

Sarah J. Sparks
Sarah J. Sparks, *Law Director*

I, Leah m. Elliott, Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Township Trustees of Hamilton Township, County of Warren, Ohio, at its regular meeting on December 1, 2025.

Date: 12/1/25

Leah Elliott
Leah M. Elliott, *Fiscal Officer*

AGREEMENT

This Agreement ("Agreement") is made this 1st day of December, 2025 between the Hamilton Township Board of Township Trustees, Warren County, Ohio, (the "Township") and the Village of Maineville Council, Warren County, Ohio (the "Village").

WITNESSETH

WHEREAS, the Village is a municipal corporation that desires to acquire police protection services for those incorporated areas of the Village which are located within Hamilton Township and within Warren County;

WHEREAS, the Village is authorized by Ohio Revised Code 737.04 to enter into a contract with a township to obtain police protection;

WHEREAS, the Township is authorized by Ohio Revised Code Section 505.43 to enter into a contract with a municipal corporation to provide police protection;

WHEREAS, the Village has decided that it is in the best interest of its citizens to provide all of its police protection through the Township's Police Department; and,

WHEREAS, the Township has the ability and desire to provide police protection services to the Village pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for the adequate consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties do hereby agree as follow:

1. Personnel: The Township agrees to provide the Village full-time police patrol and police protection for twenty-four (24) hours a day, seven (7) days per week in order to keep the peace, protect property, and to perform other necessary police functions in the Village (the "Services"). The Services may include but are not limited to, normal police duties, serving court papers, and other law enforcement duties ordinarily performed in cooperation with other Village functions. The Township shall have sole discretion and control over the Services at all times (including but not limited to police officer training, placements, duties, hours, protocols, and procedures).

The Village shall notify the Township within forty-eight (48) hours of the Village becoming aware of any alleged or actual misconduct on the part of a Township officer providing Services to the Village pursuant to this Agreement. As part of the Village's notification, the Village may request that the involved officer cease providing Services to the Village hereunder. The Township will take the Village's notification and any associated request under advisement but shall have sole and final discretion and authority to investigate and respond to the matter, discipline the involved officer, reassign the involved officer, and/or take any other action the Township deems warranted and reasonable.

2. Supervision: The police officers providing the Services shall, at all times, be supervised by the Township and shall be subject to the rules and procedures of the Township. Officers providing Services hereunder shall not be asked or expected to abide by any Village policy, procedure, or directive which differs from or conflicts with any Township policy, procedure, or directive. The Village shall have no responsibility or control over the police officers and no right to direct or discipline any Township police officers. Accordingly, the Village will not be liable and is released from any claims, causes of action, or expenses of any kind or nature which are asserted against the Village or the Township in connection with the Township's fulfillment of its obligations under this Agreement. In addition, the Township agrees to fund all supervisors, including but not limited to, the Chief of Police, Assistant Chief, Captain and sergeants, necessary to provide supervision of the police officers. Assistant Chief Short shall serve as the village marshal in accordance with Ohio Revised Code 737.15. The marshal need not be a resident of the village at any time during the term of his appointment. Nothing in this Agreement shall be interpreted as creating any type of employment relationship between the Village and any Township officer or official, or as entitling any officer or official to benefits from the Village.
3. Term of Agreement: The Agreement shall commence on 12:01 a.m. on January 1, 2026 ("the Commencement Date") and shall terminate at 11:59 p.m. on December 31, 2029 ("the Termination Date") (the "Term"). This Agreement may be renewed upon mutual written agreement of the Parties. Both parties agree that the Village Administrator, Township Administrator and Assistant Chief of Police shall meet prior to October 1st of each year of the contract to confirm the Annual Payment amount for the subsequent year.
4. Payment: For each calendar year period during the Term of this Agreement, the Village shall pay the Township an Annual Payment, as calculated below (hereinafter referred to as the "Annual Payment"). The Annual Payment shall be billed by the Township in four (4) equal quarterly installments payable in advance of the first day of each quarter unless mutually agreed upon in writing by the parties.

Annual Payment: Beginning January 1, 2026 and for each calendar year thereafter during the Term of this Agreement, the Village shall pay the Township an Annual Payment calculated as follows:

For the 2026 calendar year, the Annual Payment shall be \$150,000.

Thereafter, the Annual Payment for each subsequent year shall be the greater of either the prior year's Annual Payment plus three percent (3%), or the amount that would be generated if the current Hamilton Township police levies were applied to the taxable valuation of all real property located within the corporate limits of the Village of Maineville (determined using the same calculation method and confirmed by the Warren County Auditor prior to January 1 of each year).

5. Vehicle Recognition: The Township shall provide for reasonable enhanced recognition of the Village on police vehicles used within the Village pursuant to this Agreement (as determined by the Township in its sole discretion). All vehicles and other personal property used by the Township in the provision of Services to the Village hereunder shall remain the sole and exclusive property of the Township at all times.
6. Village Meetings: The Township shall assign one police officer to attend Village Council meetings as may be reasonably requested by the Village. The Township shall also assign appropriate personnel to attend other Village meetings as requested by the Village Mayor or his or her designee throughout the Term of this Agreement. The Township shall also provide an annual report to the Village Council detailing the types of runs, citations, complaints, crimes, and arrests occurring in the Village (the form and date of such report shall be mutually agreed upon by the parties).
7. Property and Evidence Room: The Township shall be responsible for inventorying and storing all property and evidence collected as part of providing the Services under this Agreement.
8. Limitation of Liability: Each party shall be solely responsible for the acts and omissions of such party's respective personnel, and shall not have any liability for any act or omission on the part of the other party's personnel.
9. Governing Law and Venue: This Agreement is being executed and delivered in the State of Ohio and shall be governed by, construed and enforced in accordance with the substantive laws of the State of Ohio. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision hereof shall be instituted only in either the Warren County Municipal Court or the Warren County Court of Common Pleas located in Lebanon, Ohio.
10. Paragraph Headings: The paragraph headings are inserted in this Agreement only for convenience, and in no way define, limit, or describe the scope of intent of any provision of this Agreement.
11. Unenforceable Provisions: If any term, covenant, warranty, paragraph, clause, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated, and this Agreement shall be construed as if the invalid, void, or unenforceable provisions were omitted.
12. Remedies Not Exclusive: All of the rights, benefits, and remedies provided herein shall be cumulative and shall not be exclusive of any rights, remedies, and benefits allowed by law or equity to either of both of the parties.
13. No Waiver of Rights: Failure by either party to insist on or enforce any of their respective rights shall not constitute a waiver of those rights by the parties, and nothing shall constitute

a waiver of the parties' right to insist on strict compliance with the provisions of this Agreement.

14. Binding Effect: This Agreement shall be binding upon and inure to the benefit of parties and their respective successors, assigns, heirs, and personal representatives except as otherwise provided herein.
15. Entire Agreement; Modification: This Agreement embodies the entire agreement and understanding between the parties, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. Any modification to this Agreement must be in writing and signed by the parties.
16. Notices: All notices and requests required to be given under this Agreement shall be deemed sufficiently given when sent in writing to the recipient-party, using the below-listed contact information, via: (i) electronic mail, with confirmed delivery receipt; (ii) U.S. certified mail, return receipt requested; (iv) overnight courier, with confirmed delivery receipt; or (v) personal delivery. Either party may change its contact information at any time upon written notice to the other party.

If to the Township:

Quillan Short , Assistant Police Chief
7780 South State Route 48
Hamilton Township, OH 45039
Email: qshort@hamilton-township.org

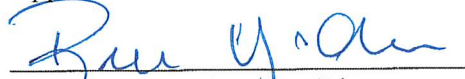
If to the Village:

Mayor
6128 S. St. Rt. 48,
Maineville, OH 45039
mayor@mainevilleoh.com

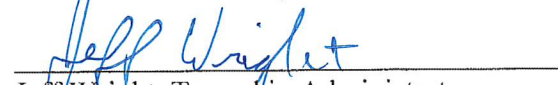
[Signature Page Follows]

IN WITNESS WHEREOF, the parties have hereto set their hands this 1st day of
December, 2025.

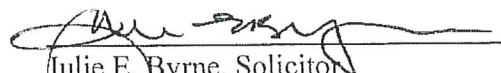
Approved as to Form:


Benjamin J. Yoder, Law Director
Hamilton Township

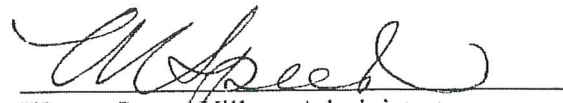
TRUSTEES OF HAMILTON TOWNSHIP
WARREN COUNTY, OHIO


Jeff Wright, Township Administrator
Hamilton Township

Approved as to Form:


Julie E. Byrne, Solicitor
Village of Maineville

VILLAGE OF MAINEVILLE
WARREN COUNTY, OHIO


Wayne Speer, Village Administrator,
Village of Maineville

CERTIFICATION OF FUNDS:

The undersigned Clerk/Fiscal Officer hereby
certifies that the agreed upon funds are available


Mary Beth Campbell, Village Clerk
Village of Maineville