

Village of Mantua, Ohio
RESOLUTION 2026-31

A RESOLUTION AUTHORIZING THE MAYOR OF THE VILLAGE OF MANTUA TO ENTER INTO AN AGREEMENT FOR POLICE DEPARTMENT ASSISTANCE SERVICES WITH THE VILLAGE OF HIRAM, AND DECLARING AN EMERGENCY

WHEREAS, the Villages of Hiram and Mantua have mutual aid agreements; and

WHEREAS, the Village of Hiram desires to enter into a Police Department Services agreement with the Village of Mantua; and

NOW THEREFORE, BE IT RESOLVED by the Council of the Village of Mantua, Ohio, two-thirds or more of the members elected thereto concurring, that:

SECTION 1. The Mayor of the Village of Mantua is hereby authorized to enter into an Agreement with the Village of Hiram to provide police department management assistance services for the Mantua Police Department, as set forth in Exhibit A attached hereto.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared an emergency measure, effective immediately upon approval by at least two-thirds of the Mantua Village Council, in order to assist the Village of Mantua with services, and to further protect the health, safety and welfare of the Village of Mantua.

PASSED IN COUNCIL this _____ day of _____, 2026.

ATTEST:

Tammy Meyer, Mayor

Maryann Fabian, Fiscal Officer

Village of Mantua, Ohio
RESOLUTION 2026-31

I hereby certify the above Resolution was duly posted as required pursuant to Mantua Village Codified Ordinances Section 123.01 for no less than two consecutive weeks, beginning on the ____ day of _____, 2026.

Maryann Fabian, Fiscal Officer

Approved as to Legal Form:

William D. Mason, Solicitor

POLICE DEPARTMENT MANAGEMENT ASSISTANCE SERVICES AGREEMENT

This POLICE DEPARTMENT MANAGEMENT ASSISTANCE SERVICES AGREEMENT (the "Agreement") is entered into this ____ day of July, 2026 by and between the Village of Mantua, Ohio ("Mantua"), 4650 W. High Street, PO Box 775, Mantua, Ohio 44255 and the Village of Hiram, Ohio ("Hiram"), Rosser Municipal Building, 11617 Garfield Road, Hiram, Ohio 44234.

WHEREAS, Mantua wishes to contract with the Village of Hiram for management assistance services for the operation of Mantua Police Department ("MPD") and Hiram wishes to provide said services with the Hiram Police Department ("HPD") on the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by Mantua and Hiram, the parties now agree as follows:

1. **Services:** Hiram agrees to provide services (the "**Services**") to MPD for management and operation assistance of MPD as set forth in Exhibit A hereto, which is incorporated herein by reference as if fully rewritten. Services shall include assistance with scheduling, patrol coverage, dispatch assistance and training of MPD personnel. These services can be extended by agreement of both parties, no later than fourteen (14) business days prior to the termination of this contract.
2. **Interim Period:** July 27, 2026 through November 27, 2026 (the "Interim Period") in exchange for the payment by Mantua to Hiram of payment of Ten Thousand Five Hundred and 00/100 Dollars (\$10,500.00) per month with continued payment of One Hundred and 00/100 Dollars (\$100.00) per day for dispatch services for HPD.
3. **Term:** Following the Interim Period, this Agreement shall be in full force and effect for a term of four (4) months, commencing on July 27, 2026 and ending upon the expiration of November 27, 2026 (the "Term").

4. **Renewal:** Upon expiration of the Term, this Agreement shall renew for successive periods of one (1) month, with each such renewal period being a "Renewal Term" and the terms, conditions, and provisions of this Agreement shall remain in full force and effect.
5. **Termination:** This Agreement may be terminated by either party for any reason or for no reason any time after November 27, 2026, upon not less than fourteen (14) days prior written notice. This Agreement shall not be terminated prior to November 27, 2026, except if terminated by Hiram based on a breach by Mantua of the restrictive covenants set forth in Sections 9 and/or 10 hereof. Notice hereunder shall be delivered by certified mail or overnight courier to the respective mailing addresses first set forth above in the introductory paragraph of this Agreement. This Agreement shall automatically terminate immediately if ordered by a Court of if Mantua's former Police Chief Urso is reinstated to employment as Mantua Police Chief.
6. **Payment for Services:** In exchange for Hiram's of Services to MPD hereunder, MPD shall compensate HPD in the monthly sum of Ten Thousand Five Hundred and 00/100 Dollars (\$10,500.00) monthly for services rendered, due and owing in advance on the 27th day of each month as follows: July 27, August 27, September 27, and ~~November 27th~~ ^{OCTOBER} of each month, commencing on July 27, 2026. Upon termination of this Agreement, any amount due hereunder shall be prorated based on the monthly sum of Ten Thousand Five Hundred and 00/100 Dollars (\$10,500.00) divided by a fraction, the numerator of which is the actual number of days elapsed in the then-current calendar month up to and including that date of termination, and the denominator of which is 30.
7. **MPD Expenses:** All expenses incurred, either by Mantua or Hiram, to assist with operation of MPD shall be the sole and exclusive responsibility and obligation of Mantua. Expenses include, but are not necessarily limited to, equipment, maintenance, supplies, utilities, costs of commissions or certifications, court costs, filing fees, uniform allowances, benefits and other miscellaneous expenses necessary to assist MPD in its operation (collectively, "Expenses"). Expenses shall not include salaries, wages, or remuneration otherwise due and owing to HPD officers by Hiram. Hiram shall not make any expenditure of funds for Expenses on behalf of the MPD without the written consent of Mantua, and

Event

such written consent shall not be provided by Mantua unless and until funds are appropriated by Mantua Council to pay or reimburse for such Expenses. In the event that HPD makes any expenditure or Expenses on behalf of the MPD in accordance with the terms and conditions of this Agreement, Hiram shall present the invoice to Mantua for reimbursement, and MPD shall promptly process and pay HPD's invoice in accordance with Mantua's customary practices.

8. **Insurance:** Mantua shall be obligated to provide adequate liability insurance coverage to insure Mantua and Hiram in connection with the operation of the MPD and the performance of Services under this Agreement. Any and all costs and expenses of insurance incurred (i) to operate the MPD, (ii) to provide liability insurance to commissioned police officers who provide services on behalf of the MPD and (iii) to insure Hiram against liability in connection with this Agreement and/or the performance of Services under this agreement, shall be the obligation of Mantua.
9. **Non-Solicitation:** During the Term of this Agreement and any Renewal Term, for a period of three (3) years following the termination of this Agreement, Mantua shall not solicit for employment HPD Chief James Clemens or his successors as HPD Chief.
10. **Agreement Not to Hire:** During the Term of this Agreement and any Renewal Term and for a period of three (3) years following the termination of this Agreement, Mantua agrees not to hire HPD Chief James Clemens or his successors as HPD Chief.
11. **Violation of Restrictive Covenants/Liquidated Damages/Equitable Relief/Attorney Fees:** Mantua acknowledges and agrees that its violation of any of the restrictive covenants set forth in Sections 9 and/or 10 of the Agreement shall cause damage to Hiram, including, but not limited to irreparable harm. In the event that Mantua violates any of the restrictive covenants set forth in Sections 9 and/or 10 of the Agreement, Hiram shall be entitled to the following relief:
 - a. A violation of any of the restrictive covenants set forth in Sections 9 and/or 10 of the Agreement shall constitute a material breach of this

Agreement, pursuant to which Hiram shall have the right to terminate this Agreement effective immediately by providing written notice of immediate termination.

- b. The parties agree that Hiram shall be entitled to equitable relief, including, but not necessarily limited to, a temporary restraining order, preliminary injunction and permanent injunction to restore status quo prior to breach of any of the restrictive covenants and/or to unwind the hiring of HPD Chief James Clemens or his successors as HPD Chief. Hiram shall also be entitled to any and all attorney fees and costs and expenses incurred by Hiram in attempting to seek and/or obtain equitable relief hereunder.
- c. In connection with any breach of Section 10 of this Agreement, the parties agree that Hiram shall be entitled to liquidated damages in the amount of Seventy-Five Thousand and 00/100 Dollars (\$75,000.00) plus any and all attorney fees and costs and expenses incurred by Hiram in attempting to enforce and/or collect liquidated damages hereunder.

12. **Governing Law and Venue Selection:** This agreement shall be governed by, construed under, and otherwise enforced under the laws of the State of Ohio, without consideration of conflict of laws ~~principles~~ ^{principles}. Any action or proceeding brought by any party against any other party arising out of or related to this Agreement shall be brought only in the Court of Common Pleas of Portage County, Ohio or Federal District Court for the Northern District of Ohio.

13. **Drafting of this Agreement:** This Agreement shall be construed without regard to the party or parties responsible for the preparation of the same and shall be deemed as prepared jointly by the parties hereto. Any ambiguity or uncertainty existing herein shall not be interpreted or construed against any party hereto.

14. **Severability:** Should any provision of the Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and the illegal or invalid part, term, or provision shall be deemed not to be part of the Agreement.

15. ✓ **Entire Agreement; Amendments:** This Agreement constitutes the entire agreement between the parties, and it superseded all prior negotiations regarding the subject matter hereof. This Agreement may not be amended other

than by an instrument in writing signed by authorized representative of Mantua and Hiram, respectively.

16. Execution in Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed an original. A signature via facsimile, pdf, or other electronic transmission, will be deemed the same as an original.

17. Authorization: Mantua and Hiram each represent that each has taken all necessary steps to authorize the signatures hereto to enter into this Agreement and to bind Mantua and Hiram, respectively, to this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates indicated below;

VILLAGE OF MANTUA

By: _____

Tammy Meyer

Its: Mayor

Date: July ____, 2026

VILLAGE OF HIRAM

By: _____

Anne Haynam

Its: Mayor

Date: July ____, 2026

EXHIBIT A

SERVICES

- Assist with training new and existing staff
- Scheduling to include coverage by either the MPD or the HPD such that there is 24/7 coverage a minimum of 90% of the time
- Making court appearances as needed on behalf of MPD
- Assistance with mentoring by HPD staff regarding community policing, policies and procedures, and ethics.
- Assisting with coverage for MPD Dispatch during the term of this contract or until the dispatch services are transferred to the Ravenna Police Department.