



LEGISLATIVE COVER MEMO

Introduction: March 2, 2026

Agenda Item: **Resolution 2026-14**

AUTHORIZING PARTICIPATION IN THE GREATER WARREN COUNTY DRUG FORCE AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE RELATED MEMORANDUM OF UNDERSTANDING

Submitted by: Adam Colon, Chief of Police

Scope/Description: This Resolution authorizes the City Manager to enter into the Greater Warren County Drug Task Force Memorandum of Understanding, which is a collaborative agreement by and among several political subdivisions and law enforcement entities for the purpose of enforcing criminal drug trafficking laws and associated criminal activity across jurisdictional boundaries.

Budget Impact: None.

Exhibits: Exhibit A: Memorandum of Understanding

Recommendation: Approval.

CITY OF FRANKLIN, OHIO
RESOLUTION 2026-14

**AUTHORIZING PARTICIPATION IN THE GREATER WARREN COUNTY DRUG FORCE
AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE RELATED MEMORANDUM OF UNDERSTANDING**

WHEREAS, Ohio Revised Code 737.04 authorizes City Council to allow its police officers to work in multijurisdictional drug task forces, and to enter into contracts with one or more municipal corporations, townships, township police districts, joint police districts, or county sheriffs in this state, upon any terms that are agreed upon, for services of police departments or the use of police equipment or for the interchange of services of police departments or police equipment within the several territories of the contracting subdivisions; and

WHEREAS, Section 705.03 of the City of Franklin Codified Ordinances further authorizes the City to engage adequate police protection to the satisfaction of the City Manager; and

WHEREAS, the City has participated in and supported the Warren County Drug Task Force under the terms of a Council of Governments (“COG”) contract; and

WHEREAS, the Warren County Drug Task Force has determined that it is in the best interest to disband the COG and govern the group under a new Memorandum of Understanding (“MOU”); and

WHEREAS, City Council finds it to be in the best interests of the public health, safety, and general welfare to continue participation in and support the Warren County Drug Task Force under the terms of a new MOU.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Franklin, Ohio, a majority of members present concurring, that:

Section 1. City Council hereby authorizes the City Manager to execute the Warren County Multi-Jurisdictional Drug Task Force Memorandum of Understanding, providing for the continued combination of the capabilities and resources of various agencies identified in the MOU, in a cooperative drug-fighting effort, under the terms contained in the MOU and in substantially the same form as Exhibit A attached to this Resolution and incorporated herein by reference.

Section 2. The City Manager is further authorized to execute any other documents as may be necessary to effectuate the terms of the MOU.

Section 3. It is found 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 that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code and Chapter 105 of the Codified Ordinances.

Section 4. This Resolution shall become effective immediately upon its passage.

ADOPTED March 2, 2026

ATTEST: _____
Khristi Dunn, Clerk of Council

APPROVED: _____
Brent Centers, Mayor

CERTIFICATE

I, the undersigned Clerk of Council for the Franklin City Council, do hereby certify that the foregoing is a true and correct copy of a resolution passed by that body on March 2, 2026.

Khristi Dunn, Clerk of Council

**WARREN COUNTY MULTI-JURISDICTIONAL DRUG TASK FORCE
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (hereinafter, "MOU") is a collaborative agreement entered into by and among the undersigned agencies and law enforcement entities (hereinafter, "individual agencies"), pursuant to the authority granted in Ohio Revised Code sections 311.07, 311.29, 505.43, 505.431, 737.04, 737.041 and 5502.68, for the purpose of establishing and maintaining a cooperative multi-jurisdictional drug enforcement task force which shall operate under the name of the Greater Warren County Drug Task Force (hereinafter, "Task Force") in order to preserve the public peace and the laws of the State of Ohio within the jurisdictions of the undersigned agencies and law enforcement entities.

Article 1 – Purpose

The purpose of this MOU is to establish a collaborative multi-jurisdictional task force comprised of participating law enforcement and government agencies for the purpose of enforcing criminal drug trafficking laws and associated criminal activity across jurisdictional boundaries. This MOU defines the governance, structure, operational framework, resource sharing protocols, and legal responsibilities of the law enforcement entities and government agencies.

The Task Force is a drug enforcement unit comprised of employees from the participating individual agencies and law enforcement entities. The purpose of this unit is to cooperatively and vigorously investigate and arrest individuals engaged in the illegal sale, manufacture, and/or distribution of illicit drugs. In addition, with approval from the Task Force Board of Directors, (hereinafter, "Policy Board"), the Task Force may be used to cooperatively assist participating individual agencies with high profile or personnel intensive cases needing additional personnel or specialized investigative services.

Article 2 – Membership and Termination of Membership

1. The participating individual agencies of this MOU (hereinafter "members" or "individual member agencies") are classified as any full-time agency or law enforcement entity that has jurisdiction in Warren County, the Clinton County Prosecutor's Office, the Warren County Prosecutor's Office, and Wilmington Police Department. Prior to becoming a member, the authority of the political entity or subdivision of each individual agency must adopt an ordinance or resolution or otherwise authorize participation in the Task Force with the other individual member agencies or entities. The original members of the MOU are:

Carlisle P.D.	Clearcreek Township P.D.	Franklin P.D.
Hamilton Township P.D.	Harveysburg P.D.	Lebanon P.D.
Loveland P.D.	Mason P.D.	Middletown P.D.
Monroe P.D.	Morrow P.D.	Springboro P.D.
Warren County Sheriff's Office	Waynesville P.D.	

2. Subsequent to the effective date of this MOU, other individual local, state, or federal agencies may petition for participation in the Task Force through the Policy Board. In order to be eligible to participate, the political entity or subdivision of the individual petitioning individual agency must adopt an ordinance or resolution or otherwise authorize the petitioning individual agency to participate in the Task Force and the individual petitioning agency must assign a full-time officer or employee to the Task Force or equivalent contribution as determined by the Policy Board.
3. Any individual member agency may terminate its membership with ninety (90) days' written notice to the Policy Board.
4. Any individual member agency that terminates its membership with the Task Force will not receive any federal, state or local forfeited monies or property from cases arising on or after the date of its notice to terminate. The departing individual agency will be entitled to share any forfeitures arising from closed cases that were initiated while it was a member.

Article 3 – Policy Board

1. The operation of the Task Force shall be governed by the Task Force Policy Board consisting of law enforcement leadership of each individual member agency. All Policy Board members shall serve without compensation.
2. Policy Board meetings are generally held no less than quarterly at a time and place determined by the Policy Board and set by the Chairperson.
3. Policy Board members are expected to attend a minimum of 50% of the Policy Board meetings. Policy Board members may designate a proxy. Should a Policy Board member or their proxy not attend the minimum number of Policy Board Meetings in a calendar year, the Policy Board may terminate the membership of said individual member agency by a majority vote at a Policy Board meeting. Should the membership of an individual member agency be terminated, they may re-apply for membership at the beginning of the calendar year following the termination of their membership.
4. The quorum for a Policy Board meeting will be a simple majority of all Policy Board members except as otherwise stated in this agreement.
5. The Chairperson of the Policy Board will be the current President of the Warren County Chiefs of Police Association. Should the agency of the current President of the Warren County Chiefs of Police Association (WCCPA) not be a participating member of the Task Force, the current Vice President of WCCPA, if a participating member of the Task Force, will be Chairperson. If either the President or Vice President of WCCPA decline appointment or are not participating members, the Policy Board will elect the Chairperson from the members by majority vote at the first board meeting of each calendar year to serve as Chairperson of the Policy Board.

6. Each meeting's agenda will be set by the Chairperson and will include at a minimum:

- New Business
- Old Business
- Commander's report and update on cases
- Financial report and update
- Roundtable discussion

7. Each Policy Board member shall have one (1) vote. Policy Board actions shall be taken upon a majority vote of a quorum. A tie vote shall be declared a negative vote or denial.

8. All Members of this MOU agree and acknowledge the Policy Board:

- Does not answer to any individual political subdivision, local public institution or entity.
- Is not a board, commission, committee, council, agency, authority or similar decision-making body of any political subdivision, local public institution or any other entity.
- Is not a subordinate group to any political subdivision, local public institution or any other entity.
- Will not formulate or provide recommendations or advice to any political subdivision, local public institution or other entity.

Article 4 - Participation Agreement

1. This MOU shall become effective on the _____ day of _____, 2026 at 12:00 a.m. and shall continue for a term of one year. Thereafter, this MOU shall renew automatically for the same term and for continuous terms in the future. All members individually and collectively, as necessary, shall annually review this MOU.
2. The overall actions, priorities, policies and procedures affecting the employees and officers assigned to the Task Force shall be established and controlled by the Policy Board and set forth in a policy and procedures manual as adopted by the Policy Board. The Policy Board shall renew and update said policies and procedures as needed or at least every three years. Until a Policy Manual is adopted by the Policy Board under this Agreement, the Policy Manual adopted by the Greater Warren County Drug Task Force council of government (hereinafter "COG") Policy Board in February 2021 shall govern the policies and procedures of the Greater Warren County Drug Task Force.
3. All employees and officers assigned to the Task Force pursuant to this MOU shall report to and work under the direct supervision of the Task Force Commander, as established by Warren County Sheriff. It is further understood and acknowledged that personnel of each individual member agency shall not be deemed as agents for or employees of any other individual member agency, political entity or subdivision. Instead, all personnel shall remain employees of their own individual member agency, political entity or subdivision; and liability for any actions of such personnel shall remain with the employing individual

member agency, political entity or subdivision. Other individual member agencies and their political entities or subdivisions shall have no liability for the actions of such personnel.

4. Pursuant to Ohio Revised Code sections 311.07, 311.29, 505.43, 505.431, 737.04, 737.041 and 5502.68 each political entity or subdivision of each individual member agency grants to all other individual member agencies the same authority that their individual member agency possesses in their own jurisdictions and all authority necessary or incidental thereto. This authority includes, but is not limited to, the authority to apprehend or attempt to apprehend a person reasonably suspected of violating or having violated the laws of the State of Ohio or the laws or ordinances of the political entities or subdivisions.
 - a. When a political entity or subdivision authorizes participation in this Task Force, those political entities or subdivisions understand and accept any work done by its personnel within the jurisdiction of a Sheriff that is a member to this MOU will be as if that Sheriff had previously called upon the proper authority of their political entity or subdivision and requested aid pursuant to Ohio Revised Code section 311.07(B). It is further understood and accepted the political entities or subdivisions are providing aid to the Sheriff pursuant to that request and their personnel shall be considered as performing services within the territory of their regular employment. This aid will be provided subject to Article 4 Paragraph 8 of this MOU.
5. All law enforcement officers acting pursuant to this MOU in regard to their ability and power to arrest shall be guided by Ohio Revised Code as cited in this MOU.
6. Any allegations of civil rights violations and/or unreasonable use of force, or other misconduct arising from any incidents by any members, their agents or employees, will be immediately referred to the respective individual member agency whose agents or employees were involved for investigation by that individual member agency of the allegation.
7. The execution of this MOU shall not give rise for any member or their political entity or subdivision to claim any liability or responsibility against any other member or their political entity or subdivision for any actions or failure to act on the part of any person executing duties pursuant of this MOU, any failure of equipment, or for any other loss or damage. This MOU shall not be construed or deemed to be an agreement for the benefit of any third party. No third party shall have any right of action hereunder for any cause whatsoever under this MOU.
8. Notwithstanding any provision in the Ohio Revised Code for compensation for services rendered, unless a majority of Policy Board members vote accordingly, no member, their political entity or subdivision shall charge any of the other members, their political entities or subdivisions for services rendered under the provisions of this MOU. This includes, but is not limited to, any obligation for compensation of a member Sheriff's Office under Ohio Revised Code section 311.07(B) for which any compensation shall be considered either waived or paid in full.

9. No members shall be responsible to reimburse any other member or their political entities or subdivisions for loss or damage to equipment while engaged in activity in accordance with this MOU. Members shall also not be responsible for any indemnity award or premium contribution assessed against any employing member or their political entity or subdivision for workers' compensation benefits arising by reason of injury or death to an employee of any member or their political entity or subdivision while engaged in any activity under this MOU.
10. To the extent required by law, each member shall be solely responsible for the defense and indemnity of itself and its personnel participating in Task Force operations.
11. No member shall assign any of its rights or delegate any of its duties under this MOU without written consent of all other members.

Article 5 - Task Force Commander

1. The Warren County Sheriff will select or dismiss the Commander of the Task Force. The Sheriff will hold discussions with the Policy Board regarding the selection or dismissal of the Commander of the Task Force, however, the selection or dismissal of the Commander of the Task Force will be at the Sheriff's sole discretion. The Policy Board will take no formal vote on the matter.
2. The Commander of the Task Force will be under day-to-day supervision of the Warren County Sheriff, will be a commissioned deputy certified through the State of Ohio and will hold the rank of a command staff officer as determined by the Warren County Sheriff.
3. The Commander of the Task Force will be an unclassified employee of the Warren County Sheriff's Office.
4. The salary and benefits of the Commander shall be commensurate with the salary and benefits of other command staff officers of the same rank in the Warren County Sheriff's Office. Raises and benefit changes will be determined by the Warren County Sheriff's Office.
5. The funding of salary and benefits for the Commander will be the sole responsibility of the Warren County Sheriff's Office.
6. The Policy Board shall have operational authority over the Commander.

Article 6 – Financials and Records

1. The Warren County Sheriff's Office shall serve as the Task Force fiduciary agency. The Warren County Auditor shall serve as the Task Force fiscal agent to establish account for funds, provide audits and necessary reports as required by law and as directed by grants.
2. As the fiduciary agency of the Task Force, the Warren County Sheriff's Office shall accept the assignment and transfer of any monies from the COG upon its dissolution. Such

monies received by the Warren County Sheriff's Office as the fiduciary agency of the Task Force shall be placed into funds established by the Warren County Board of County Commissioners and/or approved by the Office of the Auditor of the State of Ohio. Those monies shall be exclusively held and spent on or for the Task Force under this MOU.

3. Pursuant to Resolution # _____, the Warren County Board of County Commissioners accepts the title and ownership of any assets and property from the COG upon its dissolution. Pursuant to that Resolution, those assets and property shall be exclusively held and used by the Task Force under this MOU. Any and all of those assets and property required to be used for a particular purpose shall be used by the Task Force in accordance with such requirements.
4. Pursuant to Resolution # _____, the Warren County Board of County Commissioners agrees to accept and hold in its name all outstanding contracts, leases and other agreements of COG. This acceptance is limited to those outstanding contracts, leases and other agreements assigned from COG. The Warren County Board of County Commissioners shall not accept and hold in its name any contract, lease or other agreement not transferred from the COG. Although the contracts, leases and other agreements shall be held in the name of the Warren County Board of County Commissioners, any payment for any such contract, lease or other agreement will come from the funds established for the Task Force. Further, any and all non-financial obligations of the COG, including but not limited to performance obligations of a grant, shall be accepted and performed by the Task Force.
5. Equitable sharing of federal forfeiture funds for task forces must be paid either to the fiduciary agency of the Task Force or to individual member agencies. Compliant state, local, and tribal law enforcement agencies participating in task forces may request and receive federal equitable sharing payments under their individual NCIC codes. As agreed upon by the Policy Board, these payments will be paid directly either to the Warren County Sheriff's Office as the Task Force fiduciary agency or to individual member agencies based on participation and facts of the investigation. A fund share distributed to the Warren County Sheriff's Office as the Task Force fiduciary will be deposited with the Warren County Auditor's Office in a fund set up to track income and expenditures from Federal Seizures. It is the responsibility of all individual member agencies which receive federal forfeiture funds to remain compliant with all guidelines of the United States Department of Justice regarding the equitable sharing program.
6. Cash assets seized during a criminal investigation by the Task Force for the violation of State or Local laws shall be deposited in a "Pending Forfeiture Account" maintained by the Warren County Sheriff's Office. Distributions from this fund will be made periodically according to any court order and established practices as cases are closed and funds are released. Forfeited funds deposited in this law enforcement trust fund will be distributed to individual member agencies which provide full-time staff or to the office responsible for prosecution, per any court order and established practices. The fund share distributed to the Task Force will be deposited by the Warren County Sheriff's Office in a fund established to track income and expenditures from State and local seizures.

7. Other property seized and forfeited, or assigned to the Task Force by court order, will be auctioned and the proceeds disbursed as outlined above on a case-by-case basis. An exception to this would be the assignment of vehicles or specialized equipment to individual member agencies to use for law enforcement purposes. When such items are no longer of use to the assigned individual member agency, and with the approval of the Policy Board, such items may be disposed of at auction or other venue as permitted by law. Proceeds from the sale of these items shall remain with the assigned individual member agency if under \$3,000.00. Proceeds at or over \$3,000 will be returned in their entirety to the Task Force for disbursement as outlined above.
8. Funds from donations or funds generated through the efforts of the Task Force will be deposited by the Warren County Sheriff's Office as the fiscal agency of the Task Force into funds created by the Warren County Board of County Commissioners and/or approved by the Office of the Auditor of the State of Ohio.
9. Prior to the beginning of each calendar year, the Task Force Commander will submit a budget for the next calendar year that will outline the expected income and expenditures of the Task Force. Such budget will be approved by a majority of the Policy Board present at a regularly scheduled monthly meeting.
10. All records and evidence of the COG shall be accepted by the Task Force and retained in accordance with applicable record and evidence retention laws and regulations. As under the COG, the Warren County Sheriff's Office Administrative Services Division shall be responsible for the operation and oversight of the Sheriff's Office Property Room which includes the Drug Task Force Property Room.

Article 7 – Authorization and Effective Date

1. This MOU has been signed by the respective parties pursuant to the attached resolutions. This MOU shall take effect on _____, 2026 at 12:00:00 a.m. after the dissolution of the COG as of _____, 2026 at 11:59:59 p.m.
2. If any provision of this MOU is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this MOU will otherwise remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have accepted this Agreement and authorize its execution on theXXXXXXXX

By: _____

By: _____