

SPRINGFIELD TOWNSHIP TRUSTEES  
LUCAS COUNTY, OHIO

RESOLUTION 22-019

TO APPROVE POLICE SERVICES AGREEMENT WITH LUCAS COUNTY SHERIFF FOR  
POLICE PROTECTION SERVICES

The Board of Trustees of Springfield Township, Lucas County, Ohio, met in Regular Session on November 21, 2022 at 7617 Angola Road, Holland, Ohio, with the following members present:

Tom Anderson Jr., Trustee      Robert Bethel, Trustee      Andrew Glenn, Trustee

Trustee Tom Anderson Jr. moved the adoption of the following Resolution:

WHEREAS, the electors of the unincorporated territory of Springfield Township have adopted that certain 2022 additional 4.2 mills tax levy to provide a sustainable source of revenue for police protection services within the unincorporated territory of Springfield Township; and

WHEREAS, Ohio Revised Code Section 505.43 authorizes the Board of Trustees to enter into a contract with the Lucas County Sheriff for the provision of such police protection services; and

WHEREAS, Ohio Revised Code Section 311.29(B) authorizes the Lucas County Sheriff to enter into a contract with a township to perform any police function, exercise any police power or render any police service on behalf of such township; and

WHEREAS, the Lucas County Sheriff has adequate and qualified police personnel and equipment to provide police protection services and is willing to provide such services within and for the unincorporated territory of Springfield Township; and

WHEREAS, the Township and the Lucas County Sheriff have negotiated the terms of a Police Services Agreement to provide for the provision by the Lucas County Sheriff of the full range of police protection and services for all of the property and residents or persons of, within and for the unincorporated territory of Springfield Township; and

WHEREAS, the Trustees desire to provide for the provision of police protection services for persons and property within the unincorporated territory of the Township by authorizing and entering into the Police Services Agreement with the Lucas County Sheriff.

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of Springfield Township, Lucas County, Ohio:

1. That the Board hereby finds and determines that the terms of the Police Services Agreement are in the best interests of this Township for the provision of police protection services for the persons and property within the Township.

SPRINGFIELD TOWNSHIP TRUSTEES  
LUCAS COUNTY, OHIO

RESOLUTION 22-019

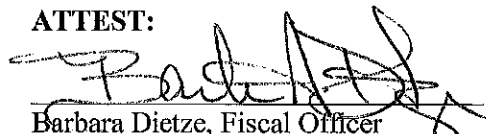
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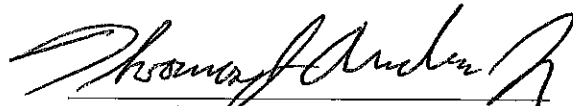
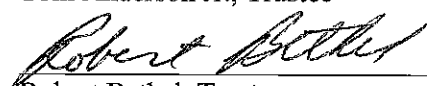

2. That the Police Services Agreement between the Board of Trustees of Springfield Township, Lucas County, Ohio and the Lucas County Sheriff substantially in the form attached hereto as Exhibit A and incorporated herein by reference hereby is approved, with such non-material and/or non-adverse changes as may be deemed appropriate by the Township Administrator and Law Director, all of which shall be evidenced conclusively by the execution of the Police Services Agreement by the Trustees.
3. That the Board finds and determines that all formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of this Board and that all deliberations of this Board 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 Revised Code of Ohio.

Trustee Andrew Glenn seconded the motion and roll was called on the question of its adoption. Vote was as follows:

<u>NAME</u>	<u>VOTE</u>
Tom Anderson Jr.	YES
Robert Bethel	YES
Andrew Glenn	YES

ATTEST:

  
Barbara Dietze, Fiscal Officer  
November 21, 2022 Regular Trustee Meeting

  
Tom Anderson Jr., Trustee  
  
Robert Bethel, Trustee  
  
Andrew Glenn, Trustee

SPRINGFIELD TOWNSHIP TRUSTEES  
LUCAS COUNTY, OHIO

RESOLUTION 22-019

TO APPROVE POLICE SERVICES AGREEMENT WITH LUCAS COUNTY SHERIFF FOR  
POLICE PROTECTION SERVICES

**Exhibit A to Township Resolution 22-019**

**Police Services Agreement Between the Board of Trustees of Springfield Township, Lucas  
County, Ohio and the Lucas County Sheriff**

**(Attached hereto)**

## POLICE SERVICES AGREEMENT

THIS POLICE SERVICES AGREEMENT is made this 5<sup>th</sup> day of December, 2022 between the Sheriff of Lucas County, Ohio (the "Sheriff") and the Board of Trustees of Springfield Township, Lucas County, Ohio (the "Board of Trustees").

WHEREAS, the Board of Trustees desires to obtain police protection services within and for the unincorporated territory of Springfield Township, Lucas County, Ohio ("Springfield Township" or "Township"); and

WHEREAS, Ohio Revised Code Section 505.43 authorizes the Board of Trustees to enter into a contract with the Sheriff for the provision of such police protection services; and

WHEREAS, Ohio Revised Code Section 311.29(B) authorizes the Sheriff to enter into a contract with a township to perform any police function, exercise any police power or render any police service on behalf of such township; and

WHEREAS, the Sheriff has adequate and qualified police personnel and equipment to provide police protection services and is willing to provide such services within and for the unincorporated territory of the Township.

NOW THEREFORE, the parties agree as follows:

1. Police Services.

(a) *Contracted Services.*

The Sheriff shall provide the full range of police protection and services for all of the property and residents or persons of, within and for the unincorporated territory of Springfield Township, including, but not limited to, the following:

- (i) patrol services and traffic enforcement to maintain order and security;
- (ii) calls for police services ("calls for service") including, by way of illustration and not of limitation, the nature and type of services set forth on Exhibit A attached hereto;
- (iii) detective services including investigation of criminal activity and follow-up investigation services as necessary arising from calls for service according to Sheriff follow-up protocols or as reasonably requested by the Township.
- (iv) community-oriented and proactive police services to increase police presence and positive interaction with the community, such as individual and business wellness checks and vacation checks; officer/resident engagement; neighborhood, commercial district and community event presence and participation; bicycle patrol; crime prevention programs; participation in safety city and neighborhood watch programs; and increased social media presence; and

(v) other services of similar nature for police and protection services,  
(together, the "Police Services").

The Sheriff shall respond to calls for service utilizing the current criteria necessitating a response. It is recognized that some calls can be handled more efficiently with a "general broadcast" by the dispatcher. Responses to calls for service shall be according to reasonable priority of order depending upon the nature of the calls. The Sheriff will respond to calls for service as quickly as reasonably possible. The response will occur within the shift during which the calls were made or during the next shift, but within twenty-four (24) hours absent extenuating circumstances.

Calls for service shall be dispatched through the Lucas County 911 Regional Council of Governments.

The Sheriff also will make available for use in the Township and shall deploy all regular facilities, special equipment, special units and task forces, and additional personnel that the Sheriff has available and as may be required from time to time to provide within the Township the full range of police services, including, but not limited to, speed trailers, license plate readers and other technologies, canine patrol and services, homeland security, special weapons and techniques (S.W.A.T.), investigation services and Reserve Units.

(b) *Statutory Services.* The provision of the Police Services by the Sheriff shall be in addition to, and not in substitution for, the statutory duties of the Sheriff to preserve the public peace in Lucas County, to execute warrants and other process, and any other duties conferred upon the Sheriff by statute, and the Sheriff shall provide those statutory duties within the unincorporated territory of Springfield Township. Nothing in this Agreement shall be construed to limit the authority of the Sheriff.

(c) *Additional Patrol Services.* If the Sheriff offers or provides patrol services to non-contracted jurisdictions in Lucas County, the Sheriff shall provide additional patrol services in Springfield Township in equitable proportion to the patrol services provided by the Sheriff in territories of Lucas County that include Springfield Township and "floating" throughout the County based upon total calls for service among all of the jurisdictions. Such additional patrol services shall be provided by the Sheriff at no direct or additional cost or charge to Springfield Township, and shall be in addition to the patrol services provided by the Sheriff as part of the Police Services as defined in this Agreement.

2. Personnel. The Sheriff shall provide a staff of deputy sheriffs (the "deputies") whose time and duties will be devoted to providing the Police Services within and for the unincorporated territory of Springfield Township. The deputies all shall be full-time sworn deputies and shall have the same powers and duties and the same qualifications as all other Sheriff deputies, and will be subject to the same rules, regulations, policies and procedures and collective bargaining provisions applicable to all Sheriff deputies. While providing Police Services under this Agreement the deputies are on duty for the Sheriff, and are deemed to be acting within the course and scope of their official duties.

The deputies shall be supervised at all times by the Sheriff and his designees. The Township shall have no responsibility for the actions of any deputies who at all times shall be under the authority and control of the Sheriff.

The Sheriff shall have the sole authority to hire, train, command, assign, compensate, discipline, dismiss and perform in general all human resource responsibilities concerning the deputies assigned to the Township, except as otherwise provided in this Agreement.

3. Staffing.

The Sheriff shall assign deputies to provide the Police Services within and for the unincorporated territory of Springfield Township, as follows:

(a) not less than three (3) deputies twenty-four (24) hours per day, seven (7) days per week to provide patrol, call for service, and other services of similar nature for police and protection services and to assist with community-oriented police services, (the "road patrol services");

(b) One full-time equivalent ("FTE") deputy as a Community Services Officer;

(c) One and one half (1½) FTE deputies for detective services (50% of the total cost of three (3) detectives);

(d) 2.625 FTE deputies for Field Operations Sergeants to supervise the road patrol deputies (2.625 represents one-half the cost of 5.25 Field Operations Sergeants. It takes 5.25 Sergeants to staff one (1) position twenty-four (24) hours per day, seven (7) days a week).

(e) Thirty-seven and five tenths (37.5%) FTE deputy for Detective Sergeant to supervise detective services (this represents One-half of 75% of the cost of the Detective Sergeant); and

(f) Thirty-seven and five tenths (37.5%) FTE deputy for Field Operations Lieutenant (this represents One-half of 75% of the cost of the Lieutenant).

The matter of scheduling deputies for duty and the length of work shifts shall be the sole responsibility of the Sheriff. The Sheriff regularly shall notify the Township of the scheduling of deputies and, upon request by the Township, agrees to discuss scheduling with the Township.

Whenever practicable, the same deputies will be assigned to Springfield Township from day to day. Such deputies shall be regularly assigned, with the intent that the deputies will become part of the community. The deputies assigned to the Township will remain assigned, unless they are reassigned, removed or transferred due to personnel changes and/or contractual obligations, subject to the terms of this Agreement.

The Sheriff shall provide the Township with the names of the deputies proposed to be assigned to the Township. The Township shall have the right to request that any deputy not be

assigned to provide, or cease providing, services under this Agreement for cause upon written notification to the Sheriff, which notification shall set forth the basis for the request. The Township Administrator shall have final say on which deputies are assigned to Springfield Township. The parties recognize that exigent circumstances may exist on certain days that may make compliance unfeasible.

4. Field Services Coverage. Road patrol services coverage shall be within the discretion of the Sheriff. Generally, coverage shall be widely dispersed so as to regularly and simultaneously cover the entirety of the unincorporated areas of Springfield Township by the deputies during and throughout each shift. From time to time in consultation with the Township Administrator the Sheriff may adjust the dispersion of road patrol services coverage and deployment of deputies as the Sheriff determines is necessary, based upon the frequency and severity of the calls for service or other criteria determined appropriate by the Sheriff.

5. Community Services Officer. One deputy shall be assigned for full-time regular service as a Community Services Officer. The Community Services Officer shall be primarily responsible for the provision or deployment of the community-oriented and proactive police services described in Paragraph 1(a)(iv), above. The Township Administrator, or designee, will first advise the Community Services Officer regarding concerns about or the perceived or desired need for any current, daily, specific or directed police services. The Sheriff, to the extent possible, shall accommodate the needs of the Township; provided, however, that the utilization and allocation of personnel shall be within the sole discretion of the Sheriff. The Community Services Officer also shall be available to respond to calls for service in addition to, and not in substitution for, the deputies assigned for road patrol services. The Community Services Officer shall attend and participate in meetings of the Township Police Advisory Board.

The Community Services Officer shall be the primary contact with Township Administration during the hours that the Community Services Officer is on service, such hours generally contemplated as Monday through Friday from 8 a.m. to 4 p.m. Upon agreement from time to time between the parties, the Community Services Officer's schedule may be adjusted to respond to the needs for the Community Services Officer services. The vehicle utilized by the Community Services Officer shall bear special coloring and permanent and prominent markings to provide supplementary recognition of Springfield Township, as approved by the Township and as permitted by state laws. The Community Services Officer will report to the Operations Lieutenant or his designee.

6. Exclusive Services. The time and duties of the deputies assigned to provide field and community services shall be devoted exclusively to the provision of those services within the unincorporated territory of Springfield Township, and the assigned deputies at all times shall remain in Springfield Township on Township police business and shall not provide any police services outside of Springfield Township, except as provided in this Paragraph 6.

If a situation or other events occur within the unincorporated territory of the Township which create a need for services beyond the coverage capabilities of the deputies assigned to the Township, the Sheriff will deploy additional deputies not otherwise regularly assigned to the

Township to timely respond to the situation or events as deemed appropriate by the Sheriff, at no additional cost to the Township.

If a situation or other events occur outside the unincorporated territory of the Township, but within the jurisdiction of the Sheriff which requires services of the Sheriff pursuant to Ohio Revised Code Section 311.07, or pursuant to request for mutual aid assistance by another political subdivision for which other resources and services of the Sheriff or the political subdivision are not reasonably and readily available to timely respond to the situation or events, the Sheriff may deploy the deputies assigned to Springfield Township to assist during the exigency. The deputies shall promptly return to Springfield Township when their presence is no longer needed during the exigent circumstance.

7. Equipment and Training. The Sheriff shall provide all the supplies, equipment, weapons, apparatus, facilities, vehicles, communication systems and other assets used and useful by the Sheriff and the deputies assigned to the Township in providing the Police Services (the "equipment"). The Sheriff at all times shall maintain the equipment in good repair and working order.

The Sheriff shall provide supplementary recognition of Springfield prominently on all patrol vehicles utilized by the deputies assigned to the Township in form, content, placement and style as approved by the Township.

The Sheriff shall provide mandatory, voluntary and in-house training for the deputies assigned to the Township the same as all other Sheriff Deputies. The training shall include continuing professional training and education in areas including firearms, tasers, subject control, use of force, active shooter, first aid and CPR.

8. Reimbursement for Services. The Sheriff shall pay all costs incurred by the Sheriff for providing the Police Services including, but not limited to, the salaries and employment-related benefits of the deputy sheriffs assigned to such policing, the current costs of funding retirement pensions and of providing workers' compensation, the cost of training, and the cost of equipment, supplies and vehicles used in such policing services.

Springfield Township shall reimburse the agreed annual amount as set forth on Exhibit B for a portion of the costs incurred by the Sheriff in providing the Police Services. All payments by Springfield Township in reimbursement of the costs of such Police Services shall be made to the Lucas County Treasurer and credited and applied as provided in Ohio Revised Code Section 311.29(D).

The annual reimbursement shall be paid in two (2) semi-annual installments. Each such semi-annual installment shall be paid to the Lucas County Treasurer not later than thirty (30) days after the semi-annual settlement between the Lucas County Auditor and Springfield Township pursuant to which the Tax Levy proceeds are deposited with Springfield Township. The first payment shall be made following the anticipated February 2023 settlement. "Tax Levy" shall mean that certain 2022 additional 4.2 mills tax levy upon all taxable properties within the unincorporated territory of Springfield Township to provide a sustainable source of revenue during



the term of this Agreement for police protection services within the unincorporated territory of Springfield Township.

9. Springfield Township Substation. The Township shall provide secure, exclusive finished office space within the Township to be used by the Sheriff as a police substation (the "Substation"). The Sheriff shall have the non-exclusive access to the building in which the office space is located for ingress and egress to the office space, together with the non-exclusive use of paved roadways, parking areas, driveways and other common facilities in the building or on the property on which it is located (including the corridors, hallways, kitchen, lunch room and toilet and other common areas of any such common facilities), and the exclusive use of the office space to be used as the Substation.

The Township shall be responsible for the provision of all public utility services rendered or furnished to the building in which the office space is located, including heat, gas, water, sewer, and electricity. The Township shall not be responsible for any interruption in utility service. The Sheriff shall be responsible for obtaining, and shall pay promptly all charges for, communication wiring and service furnished to the office space including, without limitation, telephone computer/internet, and cable or fiber optic service, which services shall be billed separately to the Sheriff.

The Sheriff shall provide such fixtures, furniture, equipment and other unattached and moveable personal property as the Sheriff deems necessary or useful for the maintenance of a field office. All such personal property that may at any time be in the Substation shall be there at the Sheriff's sole risk, and the Township shall not be liable to the Sheriff, his employees, representatives, agents, contractors, invitees, visitors or licensees for any damage to or loss of such personal property unless such damage or loss is occasioned by the Township's negligence or willful act or omission.

10. Reports and Reporting.

(a) Each month the Sheriff shall provide, or cause to be provided, to the Township:

(i) computer generated reports of all crime reports and incidents, and calls for service which have occurred within the unincorporated territory of the Township during the preceding month. The report shall include for each event, at a minimum, the incident number; date and time; location; event type; nature of offense; priority; disposition; and other usual and customary information submitted by patrol deputies; and

(ii) a summary of all justification forms pertaining to the deployment of deputies assigned to Springfield Township to respond to calls for service outside the unincorporated areas of Springfield Township.

(b) Upon request by the Township, the Community Services Officer shall provide, or cause to be provided, to the Township additional written reports, summaries and other reporting regarding the provision of police protection and services, including:

(i) a report describing generally the types and frequency of interaction and engagement with the community and the provision of community-oriented police services, together with any identified recommendations or opportunities to increase police presence and positive interaction with the community;

(ii) an analysis of the data provided in the reports identified in sub-paragraph (a)(i) above summarizing the data by nature of activity and describing or identifying trends, benchmarks, recurring calls or crimes or locations, month-to-month and year- to-year comparisons, areas of concern or matters of interest, and other analysis useful in evaluating events occurring in the Township;

(iii) focused, expanded or more specific reporting or analysis of report data, such as response times, reporting of events and activity by specific service areas, calls for service involving use of force, the results of detective investigations into criminal activity, and the efficiency and sufficiency of police services in the Township;

(iv) geolocation of patrol vehicles within the Township and the location outside the Township of patrol vehicles assigned to the Township; and

(v) such other or additional reports or reporting reasonably requested by the Township from time to time and based upon information available to or accessible by the Sheriff.

11. Program Oversight Committee. The parties form the Program Oversight Committee (the "Oversight Committee") comprised of five (5) persons, as follows: The Township Administrator, or designee; the Township Fire Chief, or designee; the Lucas County Sheriff, or designee; the Operations Captain , or designee; and the Community Services Officer.

Additional persons may be invited to meetings of the Oversight Committee by agreement of the parties.

The Oversight Committee shall meet as needed, but not less frequently than semi-annually, or upon the call of either party. The Township Administrator shall provide written notice stating the date, time, place and purpose of a meeting of the Oversight Committee. Such notice shall be given either by personal or electronic delivery to each member of the Oversight Committee not less than five (5) nor more than ten (10) days before the date of the meeting. No business shall be considered other than the subject(s) specified in the call for such meeting.

The Oversight Committee shall provide support, guidance, and evaluation of the parties' responsibilities and commitments under this Agreement and the cooperation opportunities undertaken by and between the parties. The Oversight Committee on an ongoing basis shall consider the effect and efficacy of this Agreement and the cooperation opportunities undertaken by and between the parties. The Oversight Committee may review staffing levels and response time, consider strategies for reducing recurring calls for service, propose initiatives for proactive policing and crime prevention, consult with the parties regarding ongoing policing needs in Springfield Township, recommend additional cooperation opportunities between the parties, and suggest revisions to this Agreement. The Oversight Committee also shall accept referrals from the parties pursuant to Paragraph 12 of this Agreement, and will consider and comment upon any

dispute or claim of default thereunder within thirty (30) days of the referral. In all matters the Oversight Committee is advisory to the parties to this Agreement.

The Oversight Committee shall cause to be prepared a written report at least once per year and shall present such report to each party to this Agreement.

12. Dispute Resolution. If there is a dispute between the parties relating to this Agreement, the Township Administrator and the Sheriff shall meet and negotiate in good faith to attempt to resolve the dispute.

Any dispute that is not resolved between the parties within fourteen (14) days following the date one party sends written notice of the dispute to the other party shall be referred to the Program Oversight Committee for consideration and comment back to the Township Administrator and the Sheriff within thirty (30) days of the referral. If the dispute is not resolved between the parties following referral to the Program Oversight Committee then either party may request that the dispute be submitted to mediation with a mediator agreed to by the members of the Program Oversight Committee. The mediation shall be conducted in accordance with the applicable rules of an appropriate mediation program in Lucas County, Ohio and in accordance with Ohio Revised Code Chapter 2710, provided, however, that the mediation process shall not interfere with the statutory duties of the Sheriff. Each party agrees to participate in the mediation in good faith and through representatives who are familiar with the nature of the dispute and its impact on the provision of police services and to use best efforts to resolve the mediation within thirty (30) days.

Each party shall bear the costs of any consultant, expert or lawyer engaged by that party for the mediation, but the costs of the mediation services shall be shared equally by the parties.

13. Responsibility.

(a) Each party shall be responsible for its own acts or omissions and the acts or omissions of its respective deputies, officials, officers, Trustees, administrators, employees, volunteers, contractors, agents or representatives in the provision of the Police Services within the unincorporated territory of Springfield Township and in the performance of, or failure to perform, its responsibilities and services under this Agreement, and each party agrees to defend itself and themselves and pay any judgments and costs arising from such acts or omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one party to the other party.

(b) Personnel of the Sheriff and the Lucas County Sheriff's Office providing Police Services within the unincorporated territory of Springfield Township while providing such services shall be considered to be agents of the Sheriff for purposes of tort liability and immunity from tort liability under the law of this state. Personnel of the Sheriff and the Lucas County Sheriff Department while providing or requesting Police Services within the unincorporated territory of Springfield Township, or while in route to or from providing Police Services within the unincorporated territory of Springfield Township, shall be deemed to be exercising governmental functions as defined in Ohio Revised Code Section 2744.01, shall have the defenses to and immunities from civil liability provided in Ohio Revised Code Sections 2744.02 and 2744.03, and

shall be entitled to all applicable limitations on recoverable damages under Ohio Revised Code Section 2744.05.

14. Term and Termination of Agreement.

(a) *Term.* The initial term of this Agreement shall be for a period of four (4) years as permitted under Ohio Revised Code Section 311.29(D), commencing on January 1, 2023 and terminating on December 31, 2026 (the "Initial Term"), unless terminated earlier pursuant to any provision herein.

(b) *Option to Renew.* Provided that this Agreement shall not previously have been terminated and that Springfield Township is not in default under any of the terms and conditions of this Agreement, Springfield Township shall have the option to renew this Agreement for an additional one year term commencing on January 1, 2027 and terminating on December 31, 2027 (the "Renewal Term") unless terminated earlier pursuant to any provision herein. Springfield Township shall exercise this option by providing written notice to the Sheriff at least one hundred eighty (180) days prior to expiration of the Initial Term. The terms of the Agreement during the Renewal Term shall be the same as during the Initial Term of the Agreement, except that the Renewal Term shall include no further options to renew beyond the terms set forth in this Paragraph 14.

References in this Agreement to "term" shall refer to the Initial Term and, if exercised, to the Renewal Term, collectively.

(c) *Termination.* Springfield Township, at its option, may terminate this Agreement in the event either:

(i) The revenue generated by the Tax Levy that is collected by the Lucas County Auditor and deposited with Springfield Township is not sufficient to pay in full the next required semi-annual reimbursement payment required to be paid by Springfield Township under Paragraph 8 herein. Notice of termination shall be delivered to the Sheriff within thirty (30) days following the semi-annual settlement between the Lucas County Auditor and Springfield Township pursuant to which the Tax Levy proceeds are deposited with Springfield Township. Together with the notice of termination Springfield Township shall provide a copy of a written certification or other public record issued by the Lucas County, Ohio Auditor or Treasurer which sets forth all such revenue received by Springfield Township from the Tax Levy during the six (6) months immediately prior to the reimbursement payment date. The termination shall be effective ninety (90) days following the date of the notice.

(ii) Springfield Township establishes and actively operates its own police department and provides police protection and services for all of the property and residents or persons of, within and for the unincorporated territory of Springfield Township. The termination shall be effective upon ninety (90) days written notice to the Sheriff.



20. No Third Party Beneficiary. Except as specifically set forth in this Agreement, none of its provisions are intended by the parties, nor shall they be deemed, to confer any benefit on any person not a party to this Agreement.

21. Assignment. Neither party may assign any of its rights, interests or obligations under this Agreement without obtaining the prior written consent of the other party.

22. Binding Effect. This Agreement shall be binding upon, and the benefits inure to, the parties and their respective permitted successors and assigns, subject, however, to the specific provisions hereof.

23. Survival. Notwithstanding expiration or termination of this Agreement for any reason, this Agreement shall survive for the purpose of enforcing the duties and obligations of the respective parties subsequent to such expiration or termination.

24. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Ohio and shall be deemed to have been entered in the State of Ohio. Subject to the provisions of Paragraph 12 herein, the jurisdiction and venue for any action between the parties regarding this Agreement shall be in the federal or state courts located in Toledo, Lucas County, Ohio, and all parties hereto consent to the exercise of personal jurisdiction over them by such courts.

25. Entire Understanding. This Agreement sets forth the entire agreement and understanding of the parties with respect to the matters set forth herein as of the commencement of the Initial Term as described herein, and supersedes any and all prior agreements, arrangements and understandings among the parties, including that certain Police Services Contract effective January 1, 2022 between the parties.

26. Fair Meaning. This Agreement shall be construed according to its fair meaning and as if prepared by both the parties.

27. Time of the Essence. Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Agreement.

28. Headings. The headings used in this Agreement are for convenience of reference only and not intended to define, limit or describe the scope or intent of any provision of this Agreement.

29. Counterparts. This Agreement may be executed in one or more original, facsimile or electronic counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page left intentionally blank]

[Signatures appear on the following pages]

**IN WITNESS WHEREOF**, the parties have caused this Police Services Agreement to be signed by their authorized representatives as of the date first set forth above.

Approved as to form for  
Lucas County Sheriff:

John A. Bozell  
Lucas County Prosecutor's Office  
Attorney for Lucas County Sheriff

SHERIFF OF LUCAS COUNTY, OHIO

Michael J. Navarre  
Michael J. Navarre, Lucas County Sheriff

Approved as to content for  
Lucas County Sheriff:

Michael J. Navarre  
Lucas County Sheriff's Office

THE BOARD OF TRUSTEES OF  
SPRINGFIELD TOWNSHIP,  
LUCAS COUNTY, OHIO

Pursuant to Resolution No. 22-019  
of the Board of Trustees of Springfield  
Township, Lucas County, Ohio

Approved as to Form for  
Springfield Township:

Gary O. Sommer  
Gary O. Sommer, Law Director

By:

Thomas Anderson, Jr.  
Thomas Anderson, Jr., Trustee

By:

Robert Bethel  
Robert Bethel, Trustee

By:

Andrew Glenn  
Andrew Glenn, Trustee

FISCAL OFFICER'S CERTIFICATE

As fiscal officer for Springfield Township, Lucas County, Ohio, I hereby certify that funds sufficient to meet the obligations of Springfield Township under the foregoing Police Services Agreement during the calendar year 2023 have been lawfully appropriated for the purposes thereof and will be in the treasury of Springfield Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with O.R.C. §§ 5705.41 *et seq.*

Dated: 12/5, 2022



Barbara Dietze, Fiscal Officer  
Springfield Township, Lucas County, Ohio



## EXHIBIT A

1. Injury traffic accidents
2. Non injury traffic accidents where vehicles cannot be moved and are obstructing the free flow of traffic
3. Assaults in progress and past offense
4. Disorderly Conduct/Loud Disturbances
5. Airplane crashes
6. Animal problems which resulted in injury or immediate threat of injury
7. Request for assistance from a fire department or EMS unit
8. Request for assistance from another police department
9. Suicide or an attempt suicide
10. Robbery offenses
11. Burglaries in progress and burglary alarms to dwellings that are occupied or thought to be occupied
12. Civil disorder/riots involving mass public disturbances
13. Check the safety of a person
14. Child abuse investigations where physical harm has been inflicted
15. Child custody disputes
16. Death investigations
17. Domestic argument in progress
18. Domestic violence in progress and/or past offense
19. Report of intoxicated person
20. Report of a motor vehicle operator driving under the influence
21. Fire in progress
22. Report of gunshots
23. Kidnapping (in progress and/or past offense)
24. Keep the peace/prevent argument
25. Assist life flight in establishing a landing zone
26. Emergency alarm activation (mayday) from another public safety unit
27. Mental disorders
28. Child molestation (sexual assault)
29. Missing person
30. Possible overdose
31. Open door or window to an occupied dwelling or a dwelling likely to be occupied
32. Person down/cause unknown including driver slumped at the wheel
33. Person wanted by the police for an offense of violence
34. Prowler reports near dwellings that are occupied or are likely to be occupied
35. Public argument
36. Rape (in progress and/or past offense)
37. Report of someone screaming at a particular location
38. Person shot
39. Report of smoke from an unknown source, fire alarm, or a smoke alarm indicating a possible fire
40. Suspicious person (on foot, in a vehicle, or in a neighborhood)
41. Unwanted entry or presence of a person in a public place or private residence

42. Water rescues
43. Weapons violations – report of person with a gun or knife and acting in a threatening manner
44. Major disaster with or without casualties (e.g. tornadoes, floods, etc.)
45. Menacing/Harassment by another person/telephone harassment
46. Downed wires
47. Abandoned or Disabled Motor Vehicles
48. Non-Injury Traffic Accidents
49. Burglaries to Unoccupied Dwellings
50. Burglaries Past Offense
51. Animal Problems (absence of injury or threat of injury)
52. Arson (past offense)
53. Render Assistance to a Citizen
54. Use of Bad Checks or Credit Cards
55. Criminal Damage / Vandalism
56. Nuisance Violation
57. Suspicious Property Conditions
58. Drug Violations
59. Money Escorts for Businesses
60. Traffic Flow Problem
61. Forgery/Counterfeiting
62. Gambling
63. House Check (unoccupied)
64. Hit & Run Accident (no injuries)
65. Identity Fraud
66. Illegal / Unauthorized Hunting
67. Labor Disputes (absence of injury or threat of injury)
68. Assist Person Locked Out of a Building or Vehicle
69. Loitering
70. Illegal Parking
71. Vehicles Parked on Street Without Proper Registration
72. Neighbor Disagreements
73. Noise Disturbances (including loud music, car stereos, and fireworks)
74. Obscene Activity (including obscene correspondence, indecent exposure, and peeping Toms)
75. Prostitution Complaints
76. Prowler Calls (unoccupied dwelling)
77. Theft / Shoplifting / Motor Vehicle Theft (whether in progress or past offense)
78. Reckless Operation of a Motor Vehicle
79. Railroad Crossing Blocked
80. Soliciting Complaints (to include door-to-door salesmen without permit)
81. Criminal Trespass of Private Property
82. Traffic Signal / Sign Malfunction

The above list is not intended to be all inclusive.

EXHIBIT B

	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
24/7 Policing 3 Deputies	2,158,466.04	2,198,274.04	2,247,054.60	2,297,298.60	2,349,049.92
Community Services Officer	<u>92,341.90</u>	<u>94,193.58</u>	<u>96,463.55</u>	<u>98,801.62</u>	<u>101,209.83</u>
Total:	2,250,807.94	2,292,467.62	2,343,518.15	2,396,100.22	2,450,259.75