

Agreement for Drug Enforcement Services between the Wood County Sheriff's Office and the Village of North Baltimore

This Agreement is made and entered into effective when fully executed by the Wood County Sheriff's Office (hereinafter, "Sheriff") whose address is 1960 E. Gypsy Lane Road, Bowling Green, Ohio 43402, the Wood County Board of Commissioners, (hereinafter, "County") Wood County Office Building, 5th Floor, 1 Courthouse Square, Bowling Green, Ohio 43402, and the Village of North Baltimore (hereinafter, "Village") whose address is 205 North Main Street, North Baltimore, Ohio 45872.

WHEREAS, R.C. 737.04 permits the legislative authority of any municipal corporation, in order to obtain police protection or to obtain additional police protection . . . allow its police officers to work in multijurisdictional drug, gang, or career criminal task forces, may enter into contracts with . . . county sheriffs of this state, . . . upon any terms that are agreed upon, for services of police departments . . . or for the interchange of services of police departments or police equipment with the several territories of the contracting subdivisions;

WHEREAS, R.C. 311.29(B) authorizes the sheriff to "enter into contracts with any municipal corporation, . . . and such subdivisions. . . may enter into agreements with the sheriff pursuant to which the sheriff undertakes and is authorized by the contracting subdivision. . . to perform any police function, exercise any police power, or render any police service in behalf of the contracting subdivision, authority, or county, or its legislative authority, that the subdivision. . . may perform, exercise, or render;

WHEREAS, the Village of North Baltimore seeks assistance and training from the Sheriff's Office personnel for Village Police Department investigations and interdiction efforts involving drug trafficking and drug related offenses in North Baltimore and the surrounding area;

WHEREAS, the Sheriff is willing to provide the training and services of its detectives in drug investigation and interdiction of drug related offenses and related training;

WHEREAS, the Wood County Board of Commissioners, pursuant to R.C. 311.29(D), seek to join as a party to this Agreement:

NOW THEREFORE, in consideration of mutual covenants and agreements herein contained, the parties agree as follows:

ARTICLE 1: VILLAGE ASSIGNMENT OF PERSONNEL AND VILLAGE RESOURCES

- 1.1** Provided that adequate staffing exists, the Village, by and through its Police Department, shall assign a qualified and certified peace/police officer, subject to approval of the Sheriff's Office, to work with the Wood County

Sheriff's Office Detective Bureau for drug investigations, interdiction and enforcement in the Village and surrounding area and other jurisdictions in Wood County.

1.2 The Village will support the officer by:

- 1.2.1** Providing a service weapon, handcuffs, ballistic vest, and other personal equipment necessary to perform duties required by the Wood County Sheriff's Office.
- 1.2.2** Paying the officer for a 40-hour work week and for additional hours with prior approval as an operational need by the North Baltimore Police Chief and the Sheriff's Office Narcotics Sergeant.
- 1.2.3** Furnishing the officer assigned with a covert motor vehicle, unless a Sheriff's Office vehicle is available and approved for use by the Sheriff. The NBPD will be responsible to pay for fuel, regardless of which agency's vehicle is utilized.

1.3 The NBPD officer assigned to the Wood County Sheriff's Office by the NBPD shall remain an NBPD employee for all purposes, including but not limited to pay, unemployment compensation, workers compensation, liability insurance, health insurance, and pension matters.

1.4 The NBPD Officer shall follow the policies and procedures of NBPD except in matters not covered by the NBPD policy manual, in which case the officer shall the Wood County Sheriff's Office policy and procedures pertaining to the specific nature of the Sheriff's Office work being performed.

1.5 The North Baltimore officer shall be under the direct supervision and training of the Wood Coty Sheriff's Office Narcotics Sergeant.

1.6 North Baltimore Police Department may immediately recall their officer for emergency circumstances with notice to the Sheriff's Office.

ARTICLE 2: SHERIFF'S RESPONSIBILITIES

- 2.1** The Sheriff shall swear in the assigned NBPD officer as a Wood County Sheriff's Office Special Deputy for the duration of his or her assignment.
- 2.2** The Sheriff shall assign the NBPD officer to the direct supervision of the Wood County Sheriff's Office Narcotics Sergeant.
- 2.3** The Wood County Narcotics Sergeant will conduct training for the assigned North Baltimore officer.

- 2.4 The Sheriff's staff shall assist the NBPB officer in drug investigations, interdiction, and enforcement in North Baltimore and surrounding area.
- 2.5 The North Baltimore officer will be assigned to participate in Wood County Sheriff's Office Detective Bureau long and short-term investigations within Wood County and across the jurisdictions it serves.
- 2.6 The Sheriff's Office may immediately recall its officer(s) for emergency circumstances with notice to North Baltimore Police Department.

ARTICLE 3: EMPLOYMENT STATUS; DEFEND AND HOLD HARMLESS

- 3.1 All personnel shall remain employees of their employing agency, political entity or subdivision and liability for any actions of such personnel shall remain with the employing individual agency, political entity or subdivision.
- 3.2 Each party will be responsible to defend the acts and omissions of their respective employees performed pursuant to this Agreement and shall hold the other party harmless.

ARTICLE 4: FORFEITURE ALLOCATION

- 4.1 Any monies or property forfeited as a result of investigations conducted under this agreement shall be distributed among the participating agencies in proportion to each agency's relative contribution to the law enforcement effort that resulted in the forfeiture. Relative contribution will be determined by considering, at a minimum, work hours expended, resources and specialized services provided, whether an agency originated the investigation or key information, and any other unique or indispensable assistance documented in the case file. The Wood County Prosecutor shall determine the distribution of funds in consultation with the North Baltimore Police Chief or his designee and the Sheriff or his designee.
- 4.2 Nothing in the agreement creates a right to forfeiture proceeds. All distributions remain subject to applicable federal and state forfeiture statutes, equitable-sharing program rules, and prosecutorial or judicial discretion. If program rules or law conflict with this agreement, the governing law or rule will apply.

ARTICLE 5: TERM

- 5.1 The term of this Agreement will be for a one (1) year period beginning _____. It shall automatically renew for up to three additional one-year terms unless terminated as described in this Agreement;

ARTICLE 6: MODIFICATION

6.1 This Agreement may be modified upon written consent of both parties;

ARTICLE 7: TERMINATION

7.1 Either party to this Agreement may withdraw from and terminate this Agreement upon thirty (30) days written notice to the other party.

ARTICLE 8: RELATIONSHIP TO OTHER AUTHORITIES

8.1 Nothing in this Agreement is intended to restrict any party from taking any action that it would otherwise be authorized to take under law;

ARTICLE 9: ENTIRE AGREEMENT

9.1 This Agreement contains the entire agreement among the parties and superseded all proposals, oral or written and any other communication between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by authorized officers on the dates indicated below their signatures and represent that they have the requisite authority to sign on behalf of the party indicated.

Wood County Sheriff's Office

By: Mark Wasylyshyn
Wood County Sheriff Mark Wasylyshyn

Date: 09-02-2026

The Village of North Baltimore

By: _____
Signature
Title: _____

Date: _____

Approved:

Solicitor
Village of North Baltimore

Date: _____

Wood County Board of Commissioners

Doris I. Herringshaw, Ed.D.

Dr. Theodore H. Bowlus

Craig LaHote

Date: _____

Approved as to Form:

Paul A. Dobson
Paul A. Dobson
Wood County Prosecutor

Date: 9/1/2026