RESOLUTION APPROVING FIRE, EMERGENCY MEDICAL AND POLICE DISPATCH SERVICE AGREEMENTS WITH VARIOUS ENTITIES; THE ASHTABULA COUNTY BOARD OF COMMISSIONERS AND THE ASHTABULA COUNTY SHERIFF'S DEPARTMENT

WHEREAS, William Niemi, Ashtabula County Sheriff, has presented the following agreements for the approval of the Board:

Scope: provide dispatching services to various local police departments, fire departments, rescue and ambulance district

Term: retroactive to January 1, 2023 and terminating December 31, 2023

Company name	Street address	City, ST ZIP Code		TOTAL DUE
Andover Volunteer Fire Dept	PO Box 900	Andover, OH 44003		$6,002.48
Austinburg Fire Dept	PO Box 134	Austinburg, OH 44004		$3,010.43
Hartsgrove Fire Dept	5321 State Route 534	Rome, OH 44085		$1,281.47
Jefferson Fire Dept	96 East Jefferson Street	Jefferson, OH 44047		$2,969.75
Jefferson Emergency Rescue Dept	PO Box 294	Jefferson, OH 44047		$22,883.32
Saybrook Fire Dept	7247 Center Road	Ashtabula, OH 44004		$32,463.80
Sheffield Fire Dept	3636 Sheffield Monroe Road	Kingsville, OH 44048		$6,692.10
South Central Ambulance District Dept	3100 US Route 6	Rome, OH 44085		$34,518.21
Trumbull Fire Dept	2443 St. Rt. 534	Geneva, OH 44041		$1,078.06
Windsor Fire Dept	PO Box 223	Windsor, OH 44066		$4,841.09

WHEREAS, the parties are entering into these agreements pursuant to ORC Sections 307.15, 331.29, and 737.04; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the agreements as noted above are approved in accordance with the copies now on file in this office.

ASHTABULA COUNTY COMMISSIONERS

CERTIFICATION PAGE

Resolution No. 2023-129 **February 28, 2023**

RESOLUTION APPROVING FIRE, EMERGENCY MEDICAL AND POLICE DISPATCH SERVICE AGREEMENTS BY AND BETWEEN VARIOUS ENTITIES; THE ASHTABULA COUNTY BOARD OF COMMISSIONERS AND THE ASHTABULA COUNTY SHERIFF'S DEPARTMENT

Upon the motion of J.P. Ducro IV, seconded by Kathryn L. Whittington.

VOTE:

Casey R. Kozlowski	**Absent**
Kathryn L. Whittington	**Aye**
J.P. Ducro IV	**Aye**

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.

Lisa Hawkins

Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

FIRE AND EMERGENCY MEDICAL DISPATCHING SERVICE AGREEMENT

This Agreement is by and between the **Board of Commissioners of Ashtabula County** and the **Ashtabula County Sheriff** (hereinafter collectively "Provider"), 25 W. Jefferson Street, Jefferson, Ohio 44047, and the **Andover Volunteer Fire Department, P. O. Box 900, Andover, Ohio 44003**, an Ohio municipal corporation/township (hereinafter "User").

WHEREAS, the parties are entering into this Agreement pursuant to Sections 307.15, 331.29, and 737.04 of the Ohio Revised Code; and

WHEREAS, Provider is a provider of dispatching services and User is in need of such services and desires to contract with Provider to use the dispatching services offered by Provider; and

WHEREAS, Provider and User desire to enter into an agreement which incorporates their respective rights and responsibilities associated with this arrangement as part of this Agreement.

NOW, THEREFORE, in view of the foregoing and in consideration of the premises and of the mutual promises and undertakings hereinafter set forth, and for other good and valuable considerations, the parties hereto agree to as follows:

SECTION 1: DEFINITIONS

Section 1.01. "Dispatching Services" shall mean the process by which reports of emergencies and requests for assistance in emergency situations that reasonably are expected to require the services of a fire department, or services of a fire department emergency medical service (EMS) of the type customarily rendered by trained Emergency Medical Technicians and/or Paramedics, are received from the public or from law enforcement or other public agencies via telephone or radio, and are transmitted to the appropriate personnel so that the same personnel can properly respond to such report or request, with the following conditions:

A. "Dispatching Services" shall relate only to reports and requests for assistance which are directed to the User performed in accordance with the Ashtabula County Sheriff's Office policy and Standard Operating Practices regarding dispatch operations services.

B. "Dispatching Services" shall include transfer and dispatch 9-1-1 calls directed to User, but shall exclude any association with or responsibility for, other types of emergency calls, such as reports of criminal activity or requests for police assistance, which do not involve any emergency customarily or typically handled by a fire department or EMS personnel.

Section 1.02 "Emergency Calls" shall be defined to include those calls directed to User which contain reports of fires, explosions, hazardous materials discharges, and other incidents customarily involving a need for fire department assistance; reports of accidents, injuries, sudden illness, and other conditions customarily involving a need for EMS assistance; and direct requests for fire department assistance. Any calls not included in the forgoing definition shall not be considered to be "emergency calls" as used in this agreement.

Section 1.03. "Fire Department" shall mean the public fire department or fire company operated under the direction of, or pursuant to contract with the User.

Section 1.04. "Emergency Medical Service" or "EMS" shall refer to the emergency medical response team or teams, including but not limited to ambulance squads and personnel, which provide medical services to the public response to emergency calls made to the User.

Section 1.05. "Dispatch Center" shall be a building or portion of a building specifically configured for the primary purpose of providing emergency communications services to one or more public safety agencies, and including all areas necessary for operation and the installation of necessary equipment.

Section 1.06. "Dispatching Equipment" shall include all telephone lines, switching equipment, radio units, interface units, signaling units, pagers and recording equipment reasonably required in order to provide prompt and efficient dispatching services.

SECTION 2: SERVICES TO BE PROVIDED

Section 2.01. During the term of this agreement, Provider shall provide all necessary trained personnel in order to supply prompt and efficient dispatching services as defined herein with respect to emergency calls directed to User on a continuous 24-hour per day/7 day per week basis.

Section 2.02. Provider shall ensure that the Ashtabula County Sheriff's Office provides said services at the dispatch center operated by the Ashtabula County Sheriff.

SECTION 3: RESPONSIBILITY FOR EQUIPMENT

Section 3.01. Provider shall ensure that the Ashtabula County Sheriff's Office provides an appropriate dispatch center for the dispatching services governed by this agreement to be performed by Ashtabula County Sheriff personnel, and shall provide any and all necessary heating, lighting, electricity, desks, tables, chairs etc.

Section 3.02. Provider shall ensure that the Ashtabula County Sheriff's Office further utilizes and provides such basic telephone and radio equipment as it usually and customarily utilized in its own dispatching activities and shall utilize such existing equipment in providing the dispatching services defined in this agreement.

Section 3.03. Provider shall ensure that the Ashtabula County Sheriff's Office provides any and all additional dispatching equipment as defined herein which is necessary in order for the Ashtabula County Sheriff's Office to provide User with prompt and efficient dispatching services, as well as any equipment necessary to meet any additional or unusual requirements of User with respect to dispatching services.

Section 3.04. The Fire Chief/Administrator of User and the Ashtabula County Sheriff shall meet and agree upon such additional dispatching equipment as shall be provided by User pursuant of this agreement.

Section 3.05. Provider shall not be responsible for any interruptions in service caused by, or any claim for damage alleged to be caused by, a malfunction of any equipment which is not under its direct and immediate control (e.g. telephone lines, etc.)

SECTION 4: ADDITIONAL SPECIFICATIONS

Section 4.01. Provider warrants that it is an experienced provider of emergency dispatch services.

Section 4.02. Provider shall ensure that a backup emergency power generator on the Provider's dispatch premises exists and is fully operational during the term of this agreement.

Section 4.03. Individual dispatchers shall have a minimum of 40 hours in-house training, shall have taken and passed the APCO Basic Telecommunications Course, and shall have been 911 trained and certified.

Section 4.04. Provider shall be qualified and capable of receiving all information available from the Ashtabula County 911 system.

Section 4.05. Costs associated with installing any necessary equipment owned by User shall be the responsibility of the User.

Section 4.06. Costs associated with installation of radio telephone lines shall be the responsibility of the provider.

Section 4.07. The dispatch center shall record all pertinent radio and incoming emergency telephone calls.

Section 4.08. User shall provide Provider with the following records and information:

A. Personnel roster and duty schedule;
B. Emergency business listings; AND
C. Information on new roads, mobile home parks, businesses, utilities personnel, etc.

Section 4.09. User shall be responsible for compiling its own statistics relating to the dispatch calls, and shall provide Provider in writing the procedures Provider is to follow when User's department does not have a unit on patrol, i.e., who is on call and how to notify said personnel.

SECTION 5: TERM OF AGREEMENT

Section 5.01. The term of this Agreement will begin on **January 1, 2023** and terminate on **December 31, 2023**, unless terminated earlier in accordance with the termination provisions set forth in this Agreement.

Section 5.02. If either party wishes to negotiate an additional successor agreement to be effective after the expiration of this Agreement, such party shall provide the other party written notice of its intention to negotiate, which notice shall be provided not less than sixty (60) days prior to the expiration of this Agreement.

Section 5.03. Either party may terminate the Agreement upon providing sixty (60) days prior written notice to the other party.

SECTION 6: PAYMENT

Section 6.01. In compensation for services to be rendered under this Agreement, User shall pay the Ashtabula County Sheriff's Office in semi-annual installments on **March 30, 2023**, and on **September 30, 2023** the total sum of **$6,002.48** in accordance with the Ashtabula County Funding Template attached hereto as Exhibit A.

SECTION 7: NOTICES

Section 7.01. All notices requests and approvals shall be made in writing and shall be deemed to have been properly provided if and when personally delivered or sent, postage prepaid, by certified mail:

TO: BOARD OF ASHTABULA COUNTY COMMISSIONERS
25 W. Jefferson Street
Jefferson, OH 44047

TO: ASHTABULA COUNTY SHERIFF
25 W. Jefferson Street
Jefferson, OH 44047

TO: Andover Volunteer Fire Department
P. O. Box 900
Andover OH 44003

SECTION 8: APPLICABLE LAW

Section 8.01. The laws of the State of Ohio shall govern all matters relating to the validity, performance, interpretation, and construction of this Agreement, or the breach thereof.

SECTION 9: OTHER PROVISIONS

Section 9.01. Amendment. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument and signed by the Parties.

Section 9.02. Dispute Resolution. The Parties shall employ their best efforts to resolve any disputes or disagreements regarding the subject matter of this Agreement. The Parties shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. Engaging in such negotiations to resolve such disputes or disagreements does not preclude either Party from taking any action available under applicable law to protect its rights.

Section 9.03. No Third Party Beneficiaries/Assignment. Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations or liabilities. *Neither Party may*

assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other.

Section 9.04. Waiver. Waiver by either party of any breach of any provision of this Agreement, whether by conduct or otherwise, in any one or more instances, shall not be interpreted as a further or continuing waiver of such provision or as a waiver of any other provision of this Agreement. The failure of either party at any time to require performance of any provision of this Agreement shall in no manner affect that party's right to enforce the same at a later time.

Section 9.05. Severability. Should any portion of this Agreement be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Agreement shall remain in full force and effect unless revised or terminated pursuant to the requirements of this Agreement.

Section 9.06. Liability. Provider and its employees, agents, or servants shall not be liable in damages to any other party, including but not limited to User, for any inadequacy of services or equipment, or any other occurrences arising out of such use of Provider's equipment and personnel. Each party agrees to be responsible for any and all damages caused by their own respective negligence, inadequacy of service, or equipment.

Section 9.07. No Effect. This Agreement shall have no effect on any Memorandum of Understanding entered into between the parties involving the single county-wide Computer Aided Dispatch system (CAD) in Ashtabula County used and operated by the Ashtabula County Sheriff's Department.

SECTION 10: SIGNATURES AND RATIFICATION

Section 10.01. The persons executing this document on behalf of the Provider and User declare and covenant that they have actual authority to do so; that such action has been authorized by ordinance/resolution of the appropriate governmental authorities of Ashtabula County Sheriff and User, and that no further legislative action or ratification is necessary in order to make this document a binding obligation of the parties involved.

IN WITNESS WHEREOF, the Parties hereto have hereby executed this Agreement as of the dates set forth below.

BOARD OF COMMISSIONERS OF ASHTABULA COUNTY

By: _____ Date: 2-28-23
J.P. Ducro IV, President
County Commissioner

By: _____ Date: _____
Casey Kozlowski, Vice-President
County Commissioner

By: _____ Date: 2-28-23
Kathryn Whittington
County Commissioner

ASHTABULA COUNTY SHERIFF

By: _____ Date: 11-14-22
Sheriff

APPROVED AS TO LEGAL FORM:

_____ Date: 11-8-2022
Ashtabula County Prosecutor
11/2/22

Andover Volunteer Fire Department

By: _____ Date: 1/17/23

By: _____ Date: 17 JAN 23

FIRE AND EMERGENCY MEDICAL DISPATCHING SERVICE AGREEMENT

This Agreement is by and between the **Board of Commissioners of Ashtabula County** and the **Ashtabula County Sheriff** (hereinafter collectively "Provider"), 25 W. Jefferson Street, Jefferson, Ohio 44047, and the **Austinburg Fire Department, P. O. Box 134, Austinburg, Ohio 44004**, an Ohio municipal corporation/township (hereinafter "User").

WHEREAS, the parties are entering into this Agreement pursuant to Sections 307.15, 331.29, and 737.04 of the Ohio Revised Code; and

WHEREAS, Provider is a provider of dispatching services and User is in need of such services and desires to contract with Provider to use the dispatching services offered by Provider; and

WHEREAS, Provider and User desire to enter into an agreement which incorporates their respective rights and responsibilities associated with this arrangement as part of this Agreement.

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TO: BOARD OF ASHTABULA COUNTY COMMISSIONERS
25 W. Jefferson Street
Jefferson, OH 44047

TO: ASHTABULA COUNTY SHERIFF
25 W. Jefferson Street
Jefferson, OH 44047

TO: Austinburg Fire Department
P. O. Box 134
Austinburg OH 44010

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assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other.

Section 9.04. Waiver. Waiver by either party of any breach of any provision of this Agreement, whether by conduct or otherwise, in any one or more instances, shall not be interpreted as a further or continuing waiver of such provision or as a waiver of any other provision of this Agreement. The failure of either party at any time to require performance of any provision of this Agreement shall in no manner affect that party's right to enforce the same at a later time.

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IN WITNESS WHEREOF, the Parties hereto have hereby executed this Agreement as of the dates set forth below.

BOARD OF COMMISSIONERS OF ASHTABULA COUNTY

By: _____ Date: 2-28-23
J.P. Ducro IV, President
County Commissioner

By: _____ Date: _____
Casey Kozlowski, Vice-President
County Commissioner

By: _____ Date: 2-28-23
Kathryn Whittington
County Commissioner

ASHTABULA COUNTY SHERIFF

By: _____ Date: 11-14-22
Sheriff

APPROVED AS TO LEGAL FORM:

_____ Date: 11-8-2022
Ashtabula County Prosecutor
11/8/2022

Austinburg Fire Department

By: _____ Date: 11-30-22

By: _____ Date: 12-5-22

FIRE AND EMERGENCY MEDICAL DISPATCHING SERVICE AGREEMENT

This Agreement is by and between the **Board of Commissioners of Ashtabula County** and the **Ashtabula County Sheriff** (hereinafter collectively "Provider"), 25 W. Jefferson Street, Jefferson, Ohio 44047, and the **Hartsgrove Fire Department, 5321 State Route 534, Rome, OH 44085**, an Ohio municipal corporation/township (hereinafter "User").

WHEREAS, the parties are entering into this Agreement pursuant to Sections 307.15, 331.29, and 737.04 of the Ohio Revised Code; and

WHEREAS, Provider is a provider of dispatching services and User is in need of such services and desires to contract with Provider to use the dispatching services offered by Provider; and

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Section 5.03. Either party may terminate the Agreement upon providing sixty (60) days prior written notice to the other party.

SECTION 6: PAYMENT

Section 6.01. In compensation for services to be rendered under this Agreement, User shall pay the Ashtabula County Sheriff's Office in semi-annual installments on **March 30, 2023,** and on **September 30, 2023** the total sum of **$1,281.47** in accordance with the Ashtabula County Funding Template.

SECTION 7: NOTICES

Section 7.01. All notices requests and approvals shall be made in writing and shall be deemed to have been properly provided if and when personally delivered or sent, postage prepaid, by certified mail:

TO: BOARD OF ASHTABULA COUNTY COMMISSIONERS
25 W. Jefferson Street
Jefferson, OH 44047

TO: ASHTABULA COUNTY SHERIFF
25 W. Jefferson Street
Jefferson, OH 44047

TO: Hartsgrove Fire Department
5321 State Route 534
Rome OH 44085

SECTION 8: APPLICABLE LAW

Section 8.01. The laws of the State of Ohio shall govern all matters relating to the validity, performance, interpretation, and construction of this Agreement, or the breach thereof.

SECTION 9: OTHER PROVISIONS

Section 9.01. Amendment. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument and signed by the Parties.

Section 9.02. Dispute Resolution. The Parties shall employ their best efforts to resolve any disputes or disagreements regarding the subject matter of this Agreement. The Parties shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. Engaging in such negotiations to resolve such disputes or disagreements does not preclude either Party from taking any action available under applicable law to protect its rights.

Section 9.03. No Third Party Beneficiaries/Assignment. Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations or liabilities. *Neither Party may*

assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other.

Section 9.04. Waiver. Waiver by either party of any breach of any provision of this Agreement, whether by conduct or otherwise, in any one or more instances, shall not be interpreted as a further or continuing waiver of such provision or as a waiver of any other provision of this Agreement. The failure of either party at any time to require performance of any provision of this Agreement shall in no manner affect that party's right to enforce the same at a later time.

Section 9.05. Severability. Should any portion of this Agreement be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Agreement shall remain in full force and effect unless revised or terminated pursuant to the requirements of this Agreement.

Section 9.06. Liability. Provider and its employees, agents, or servants shall not be liable in damages to any other party, including but not limited to User, for any inadequacy of services or equipment, or any other occurrences arising out of such use of Provider's equipment and personnel. Each party agrees to be responsible for any and all damages caused by their own respective negligence, inadequacy of service, or equipment.

Section 9.07. No Effect. This Agreement shall have no effect on any Memorandum of Understanding entered into between the parties involving the single county-wide Computer Aided Dispatch system (CAD) in Ashtabula County used and operated by the Ashtabula County Sheriff's Department.

SECTION 10: SIGNATURES AND RATIFICATION

Section 10.01. The persons executing this document on behalf of the Provider and User declare and covenant that they have actual authority to do so; that such action has been authorized by ordinance/resolution of the appropriate governmental authorities of Ashtabula County Sheriff and User, and that no further legislative action or ratification is necessary in order to make this document a binding obligation of the parties involved.

IN WITNESS WHEREOF, the Parties hereto have hereby executed this Agreement as of the dates set forth below.

BOARD OF COMMISSIONERS OF ASHTABULA COUNTY

By: _____ Date: 2-28-23
J.P. Ducro IV, President
County Commissioner

By: _____ Date: _____
Casey Kozlowski, Vice-President
County Commissioner

By: _____ Date: 2-28-23
Kathryn Whittington
County Commissioner

ASHTABULA COUNTY SHERIFF

By: _____ Date: 11-14-22
Sheriff

APPROVED AS TO LEGAL FORM:

_____ Date: 11-8-2022
Ashtabula County Prosecutor
MJH 11/2/22

Hartsgrove Fire Department

By: _____ Date: 12-27-22

By: _____ Date: _____

FIRE AND EMERGENCY MEDICAL DISPATCHING SERVICE AGREEMENT

This Agreement is by and between the **Board of Commissioners of Ashtabula County** and the **Ashtabula County Sheriff** (hereinafter collectively "Provider"), 25 W. Jefferson Street, Jefferson, Ohio 44047, and the **Jefferson Fire Department, 96 East Jefferson Street, Jefferson, OH 44047**, an Ohio municipal corporation/township (hereinafter "User").

WHEREAS, the parties are entering into this Agreement pursuant to Sections 307.15, 331.29, and 737.04 of the Ohio Revised Code; and

WHEREAS, Provider is a provider of dispatching services and User is in need of such services and desires to contract with Provider to use the dispatching services offered by Provider; and

WHEREAS, Provider and User desire to enter into an agreement which incorporates their respective rights and responsibilities associated with this arrangement as part of this Agreement.

NOW, THEREFORE, in view of the foregoing and in consideration of the premises and of the mutual promises and undertakings hereinafter set forth, and for other good and valuable considerations, the parties hereto agree to as follows:

SECTION 1: DEFINITIONS

Section 1.01. "Dispatching Services" shall mean the process by which reports of emergencies and requests for assistance in emergency situations that reasonably are expected to require the services of a fire department, or services of a fire department emergency medical service (EMS) of the type customarily rendered by trained Emergency Medical Technicians and/or Paramedics, are received from the public or from law enforcement or other public agencies via telephone or radio, and are transmitted to the appropriate personnel so that the same personnel can properly respond to such report or request, with the following conditions:

A. "Dispatching Services" shall relate only to reports and requests for assistance which are directed to the User performed in accordance with the Ashtabula County Sheriff's Office policy and Standard Operating Practices regarding dispatch operations services.

B. "Dispatching Services" shall include transfer and dispatch 9-1-1 calls directed to User, but shall exclude any association with or responsibility for, other types of emergency calls, such as reports of criminal activity or requests for police assistance, which do not involve any emergency customarily or typically handled by a fire department or EMS personnel.

Section 1.02 "Emergency Calls" shall be defined to include those calls directed to User which contain reports of fires, explosions, hazardous materials discharges, and other incidents customarily involving a need for fire department assistance; reports of accidents, injuries, sudden illness, and other conditions customarily involving a need for EMS assistance; and direct requests for fire department assistance. Any calls not included in the forgoing definition shall not be considered to be "emergency calls" as used in this agreement.

Section 1.03. "Fire Department" shall mean the public fire department or fire company operated under the direction of, or pursuant to contract with the User.

Section 1.04. "Emergency Medical Service" or "EMS" shall refer to the emergency medical response team or teams, including but not limited to ambulance squads and personnel, which provide medical services to the public response to emergency calls made to the User.

Section 1.05. "Dispatch Center" shall be a building or portion of a building specifically configured for the primary purpose of providing emergency communications services to one or more public safety agencies, and including all areas necessary for operation and the installation of necessary equipment.

Section 1.06. "Dispatching Equipment" shall include all telephone lines, switching equipment, radio units, interface units, signaling units, pagers and recording equipment reasonably required in order to provide prompt and efficient dispatching services.

SECTION 2: SERVICES TO BE PROVIDED

Section 2.01. During the term of this agreement, Provider shall provide all necessary trained personnel in order to supply prompt and efficient dispatching services as defined herein with respect to emergency calls directed to User on a continuous 24-hour per day/7 day per week basis.

Section 2.02. Provider shall ensure that the Ashtabula County Sheriff's Office provides said services at the dispatch center operated by the Ashtabula County Sheriff.

SECTION 3: RESPONSIBILITY FOR EQUIPMENT

Section 3.01. Provider shall ensure that the Ashtabula County Sheriff's Office provides an appropriate dispatch center for the dispatching services governed by this agreement to be performed by Ashtabula County Sheriff personnel, and shall provide any and all necessary heating, lighting, electricity, desks, tables, chairs etc.

Section 3.02. Provider shall ensure that the Ashtabula County Sheriff's Office further utilizes and provides such basic telephone and radio equipment as it usually and customarily utilized in its own dispatching activities and shall utilize such existing equipment in providing the dispatching services defined in this agreement.

Section 3.03. Provider shall ensure that the Ashtabula County Sheriff's Office provides any and all additional dispatching equipment as defined herein which is necessary in order for the Ashtabula County Sheriff's Office to provide User with prompt and efficient dispatching services, as well as any equipment necessary to meet any additional or unusual requirements of User with respect to dispatching services.

Section 3.04. The Fire Chief/Administrator of User and the Ashtabula County Sheriff shall meet and agree upon such additional dispatching equipment as shall be provided by User pursuant of this agreement.

Section 3.05. Provider shall not be responsible for any interruptions in service caused by, or any claim for damage alleged to be caused by, a malfunction of any equipment which is not under its direct and immediate control (e.g. telephone lines, etc.)

SECTION 4: ADDITIONAL SPECIFICATIONS

Section 4.01. Provider warrants that it is an experienced provider of emergency dispatch services.

Section 4.02. Provider shall ensure that a backup emergency power generator on the Provider's dispatch premises exists and is fully operational during the term of this agreement.

Section 4.03. Individual dispatchers shall have a minimum of 40 hours in-house training, shall have taken and passed the APCO Basic Telecommunications Course, and shall have been 911 trained and certified.

Section 4.04. Provider shall be qualified and capable of receiving all information available from the Ashtabula County 911 system.

Section 4.05. Costs associated with installing any necessary equipment owned by User shall be the responsibility of the User.

Section 4.06. Costs associated with installation of radio telephone lines shall be the responsibility of the provider.

Section 4.07. The dispatch center shall record all pertinent radio and incoming emergency telephone calls.

Section 4.08. User shall provide Provider with the following records and information:

A. Personnel roster and duty schedule;
B. Emergency business listings; AND
C. Information on new roads, mobile home parks, businesses, utilities personnel, etc.

Section 4.09. User shall be responsible for compiling its own statistics relating to the dispatch calls, and shall provide Provider in writing the procedures Provider is to follow when User's department does not have a unit on patrol, i.e., who is on call and how to notify said personnel.

SECTION 5: TERM OF AGREEMENT

Section 5.01. The term of this Agreement will begin on **January 1, 2023** and terminate on **December 31, 2023**, unless terminated earlier in accordance with the termination provisions set forth in this Agreement.

Section 5.02. If either party wishes to negotiate an additional successor agreement to be effective after the expiration of this Agreement, such party shall provide the other party written notice of its intention to negotiate, which notice shall be provided not less than sixty (60) days prior to the expiration of this Agreement.

Section 5.03. Either party may terminate the Agreement upon providing sixty (60) days prior written notice to the other party.

SECTION 6: PAYMENT

Section 6.01. In compensation for services to be rendered under this Agreement, User shall pay the Ashtabula County Sheriff's Office in semi-annual installments on **March 30, 2023,** and on **September 30, 2023** the total sum of **$2,969.75** in accordance with the Ashtabula County Funding Template.

SECTION 7: NOTICES

Section 7.01. All notices requests and approvals shall be made in writing and shall be deemed to have been properly provided if and when personally delivered or sent, postage prepaid, by certified mail:

TO: BOARD OF ASHTABULA COUNTY COMMISSIONERS
25 W. Jefferson Street
Jefferson, OH 44047

TO: ASHTABULA COUNTY SHERIFF
25 W. Jefferson Street
Jefferson, OH 44047

TO: Jefferson Fire Department
96 East Jefferson Street
Jefferson OH 44047

SECTION 8: APPLICABLE LAW

Section 8.01. The laws of the State of Ohio shall govern all matters relating to the validity, performance, interpretation, and construction of this Agreement, or the breach thereof.

SECTION 9: OTHER PROVISIONS

Section 9.01. Amendment. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument and signed by the Parties.

Section 9.02. Dispute Resolution. The Parties shall employ their best efforts to resolve any disputes or disagreements regarding the subject matter of this Agreement. The Parties shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. Engaging in such negotiations to resolve such disputes or disagreements does not preclude either Party from taking any action available under applicable law to protect its rights.

Section 9.03. No Third Party Beneficiaries/Assignment. Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations or liabilities. *Neither Party may*

assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other.

Section 9.04. Waiver. Waiver by either party of any breach of any provision of this Agreement, whether by conduct or otherwise, in any one or more instances, shall not be interpreted as a further or continuing waiver of such provision or as a waiver of any other provision of this Agreement. The failure of either party at any time to require performance of any provision of this Agreement shall in no manner affect that party's right to enforce the same at a later time.

Section 9.05. Severability. Should any portion of this Agreement be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Agreement shall remain in full force and effect unless revised or terminated pursuant to the requirements of this Agreement.

Section 9.06. Liability. Provider and its employees, agents, or servants shall not be liable in damages to any other party, including but not limited to User, for any inadequacy of services or equipment, or any other occurrences arising out of such use of Provider's equipment and personnel. Each party agrees to be responsible for any and all damages caused by their own respective negligence, inadequacy of service, or equipment.

Section 9.07. No Effect. This Agreement shall have no effect on any Memorandum of Understanding entered into between the parties involving the single county-wide Computer Aided Dispatch system (CAD) in Ashtabula County used and operated by the Ashtabula County Sheriff's Department.

SECTION 10: SIGNATURES AND RATIFICATION

Section 10.01. The persons executing this document on behalf of the Provider and User declare and covenant that they have actual authority to do so; that such action has been authorized by ordinance/resolution of the appropriate governmental authorities of Ashtabula County Sheriff and User, and that no further legislative action or ratification is necessary in order to make this document a binding obligation of the parties involved.

IN WITNESS WHEREOF, the Parties hereto have hereby executed this Agreement as of the dates set forth below.

BOARD OF COMMISSIONERS OF ASHTABULA COUNTY

By: _____ Date: 2-28-23
J.P. Ducro IV, President
County Commissioner

By: _____ Date: _____
Casey Kozlowski, Vice-President
County Commissioner

By: _____ Date: 2-28-23
Kathryn Whittington
County Commissioner

ASHTABULA COUNTY SHERIFF

By: _____ Date: 11-14-22
Sheriff

APPROVED AS TO LEGAL FORM:

_____ Date: 11.8.2022
Ashtabula County Prosecutor
MPA 11/7/22

Jefferson Fire Department

By: _____ Date: 12-6-22

By: _____ Date: 12/8/22

FIRE AND EMERGENCY MEDICAL DISPATCHING SERVICE AGREEMENT

This Agreement is by and between the **Board of Commissioners of Ashtabula County** and the **Ashtabula County Sheriff** (hereinafter collectively "Provider"), 25 W. Jefferson Street, Jefferson, Ohio 44047, and the **Jefferson Emergency Rescue Department, P. O. Box 294, Jefferson OH 44047,** an Ohio municipal corporation/township (hereinafter "User").

WHEREAS, the parties are entering into this Agreement pursuant to Sections 307.15, 331.29, and 737.04 of the Ohio Revised Code; and

WHEREAS, Provider is a provider of dispatching services and User is in need of such services and desires to contract with Provider to use the dispatching services offered by Provider; and

WHEREAS, Provider and User desire to enter into an agreement which incorporates their respective rights and responsibilities associated with this arrangement as part of this Agreement.

NOW, THEREFORE, in view of the foregoing and in consideration of the premises and of the mutual promises and undertakings hereinafter set forth, and for other good and valuable considerations, the parties hereto agree to as follows:

SECTION 1: DEFINITIONS

Section 1.01. "Dispatching Services" shall mean the process by which reports of emergencies and requests for assistance in emergency situations that reasonably are expected to require the services of a fire department, or services of a fire department emergency medical service (EMS) of the type customarily rendered by trained Emergency Medical Technicians and/or Paramedics, are received from the public or from law enforcement or other public agencies via telephone or radio, and are transmitted to the appropriate personnel so that the same personnel can properly respond to such report or request, with the following conditions:

A. "Dispatching Services" shall relate only to reports and requests for assistance which are directed to the User performed in accordance with the Ashtabula County Sheriff's Office policy and Standard Operating Practices regarding dispatch operations services.

B. "Dispatching Services" shall include transfer and dispatch 9-1-1 calls directed to User, but shall exclude any association with or responsibility for, other types of emergency calls, such as reports of criminal activity or requests for police assistance, which do not involve any emergency customarily or typically handled by a fire department or EMS personnel.

Section 1.02 "Emergency Calls" shall be defined to include those calls directed to User which contain reports of fires, explosions, hazardous materials discharges, and other incidents customarily involving a need for fire department assistance; reports of accidents, injuries, sudden illness, and other conditions customarily involving a need for EMS assistance; and direct requests for fire department assistance. Any calls not included in the forgoing definition shall not be considered to be "emergency calls" as used in this agreement.

Section 1.03. "Fire Department" shall mean the public fire department or fire company operated under the direction of, or pursuant to contract with the User.

Section 1.04. "Emergency Medical Service" or "EMS" shall refer to the emergency medical response team or teams, including but not limited to ambulance squads and personnel, which provide medical services to the public response to emergency calls made to the User.

Section 1.05. "Dispatch Center" shall be a building or portion of a building specifically configured for the primary purpose of providing emergency communications services to one or more public safety agencies, and including all areas necessary for operation and the installation of necessary equipment.

Section 1.06. "Dispatching Equipment" shall include all telephone lines, switching equipment, radio units, interface units, signaling units, pagers and recording equipment reasonably required in order to provide prompt and efficient dispatching services.

SECTION 2: SERVICES TO BE PROVIDED

Section 2.01. During the term of this agreement, Provider shall provide all necessary trained personnel in order to supply prompt and efficient dispatching services as defined herein with respect to emergency calls directed to User on a continuous 24-hour per day/7 day per week basis.

Section 2.02. Provider shall ensure that the Ashtabula County Sheriff's Office provides said services at the dispatch center operated by the Ashtabula County Sheriff.

SECTION 3: RESPONSIBILITY FOR EQUIPMENT

Section 3.01. Provider shall ensure that the Ashtabula County Sheriff's Office provides an appropriate dispatch center for the dispatching services governed by this agreement to be performed by Ashtabula County Sheriff personnel, and shall provide any and all necessary heating, lighting, electricity, desks, tables, chairs etc.

Section 3.02. Provider shall ensure that the Ashtabula County Sheriff's Office further utilizes and provides such basic telephone and radio equipment as it usually and customarily utilized in its own dispatching activities and shall utilize such existing equipment in providing the dispatching services defined in this agreement.

Section 3.03. Provider shall ensure that the Ashtabula County Sheriff's Office provides any and all additional dispatching equipment as defined herein which is necessary in order for the Ashtabula County Sheriff's Office to provide User with prompt and efficient dispatching services, as well as any equipment necessary to meet any additional or unusual requirements of User with respect to dispatching services.

Section 3.04. The Fire Chief/Administrator of User and the Ashtabula County Sheriff shall meet and agree upon such additional dispatching equipment as shall be provided by User pursuant of this agreement.

Section 3.05. Provider shall not be responsible for any interruptions in service caused by, or any claim for damage alleged to be caused by, a malfunction of any equipment which is not under its direct and immediate control (e.g. telephone lines, etc.)

SECTION 4: ADDITIONAL SPECIFICATIONS

Section 4.01. Provider warrants that it is an experienced provider of emergency dispatch services.

Section 4.02. Provider shall ensure that a backup emergency power generator on the Provider's dispatch premises exists and is fully operational during the term of this agreement.

Section 4.03. Individual dispatchers shall have a minimum of 40 hours in-house training, shall have taken and passed the APCO Basic Telecommunications Course, and shall have been 911 trained and certified.

Section 4.04. Provider shall be qualified and capable of receiving all information available from the Ashtabula County 911 system.

Section 4.05. Costs associated with installing any necessary equipment owned by User shall be the responsibility of the User.

Section 4.06. Costs associated with installation of radio telephone lines shall be the responsibility of the provider.

Section 4.07. The dispatch center shall record all pertinent radio and incoming emergency telephone calls.

Section 4.08. User shall provide Provider with the following records and information:

A. Personnel roster and duty schedule;
B. Emergency business listings; AND
C. Information on new roads, mobile home parks, businesses, utilities personnel, etc.

Section 4.09. User shall be responsible for compiling its own statistics relating to the dispatch calls, and shall provide Provider in writing the procedures Provider is to follow when User's department does not have a unit on patrol, i.e., who is on call and how to notify said personnel.

SECTION 5: TERM OF AGREEMENT

Section 5.01. The term of this Agreement will begin on **January 1, 2023** and terminate on **December 31, 2023**, unless terminated earlier in accordance with the termination provisions set forth in this Agreement.

Section 5.02. If either party wishes to negotiate an additional successor agreement to be effective after the expiration of this Agreement, such party shall provide the other party written notice of its intention to negotiate, which notice shall be provided not less than sixty (60) days prior to the expiration of this Agreement.

Section 5.03. Either party may terminate the Agreement upon providing sixty (60) days prior written notice to the other party.

SECTION 6: PAYMENT

Section 6.01. In compensation for services to be rendered under this Agreement, User shall pay the Ashtabula County Sheriff's Office in semi-annual installments on **March 30, 2023,** and on **September 30, 2023** the total sum of **$22,883.32** in accordance with the Ashtabula County Funding Template.

SECTION 7: NOTICES

Section 7.01. All notices requests and approvals shall be made in writing and shall be deemed to have been properly provided if and when personally delivered or sent, postage prepaid, by certified mail:

TO: BOARD OF ASHTABULA COUNTY COMMISSIONERS
25 W. Jefferson Street
Jefferson, OH 44047

TO: ASHTABULA COUNTY SHERIFF
25 W. Jefferson Street
Jefferson, OH 44047

TO: Jefferson Emergency Rescue Department
P. O. Box 294
Jefferson OH 44047

SECTION 8: APPLICABLE LAW

Section 8.01. The laws of the State of Ohio shall govern all matters relating to the validity, performance, interpretation, and construction of this Agreement, or the breach thereof.

SECTION 9: OTHER PROVISIONS

Section 9.01. Amendment. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument and signed by the Parties.

Section 9.02. Dispute Resolution. The Parties shall employ their best efforts to resolve any disputes or disagreements regarding the subject matter of this Agreement. The Parties shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. Engaging in such negotiations to resolve such disputes or disagreements does not preclude either Party from taking any action available under applicable law to protect its rights.

Section 9.03. No Third Party Beneficiaries/Assignment. Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations or liabilities. *Neither Party may*

assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other.

Section 9.04. Waiver. Waiver by either party of any breach of any provision of this Agreement, whether by conduct or otherwise, in any one or more instances, shall not be interpreted as a further or continuing waiver of such provision or as a waiver of any other provision of this Agreement. The failure of either party at any time to require performance of any provision of this Agreement shall in no manner affect that party's right to enforce the same at a later time.

Section 9.05. Severability. Should any portion of this Agreement be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Agreement shall remain in full force and effect unless revised or terminated pursuant to the requirements of this Agreement.

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Section 9.07. No Effect. This Agreement shall have no effect on any Memorandum of Understanding entered into between the parties involving the single county-wide Computer Aided Dispatch system (CAD) in Ashtabula County used and operated by the Ashtabula County Sheriff's Department.

SECTION 10: SIGNATURES AND RATIFICATION

Section 10.01. The persons executing this document on behalf of the Provider and User declare and covenant that they have actual authority to do so; that such action has been authorized by ordinance/resolution of the appropriate governmental authorities of Ashtabula County Sheriff and User, and that no further legislative action or ratification is necessary in order to make this document a binding obligation of the parties involved.

IN WITNESS WHEREOF, the Parties hereto have hereby executed this Agreement as of the dates set forth below.

BOARD OF COMMISSIONERS OF ASHTABULA COUNTY

By: _____ Date: 2-28-23
J.P. Ducro IV, President
County Commissioner

By: _____ Date: _____
Casey Kozlowski, Vice-President
County Commissioner

By: _____ Date: 2-28-23
Kathryn Whittington
County Commissioner

ASHTABULA COUNTY SHERIFF

By: _____ Date: 11-14-22
Sheriff

APPROVED AS TO LEGAL FORM:

_____ Date: 11-8-2022
Ashtabula County Prosecutor
MJH 11/2/22

Jefferson Emergency Rescue Department

By: _____ Date: 12-14-2022

By: _____ Date: 12-14-2022

12-14-2022

FIRE AND EMERGENCY MEDICAL DISPATCHING SERVICE AGREEMENT

This Agreement is by and between the **Board of Commissioners of Ashtabula County** and the **Ashtabula County Sheriff** (hereinafter collectively "Provider"), 25 W. Jefferson Street, Jefferson, Ohio 44047, and the **Saybrook Fire Department, 7247 Center Road, Ashtabula OH 44004,** an Ohio municipal corporation/township (hereinafter "User").

WHEREAS, the parties are entering into this Agreement pursuant to Sections 307.15, 331.29, and 737.04 of the Ohio Revised Code; and

WHEREAS, Provider is a provider of dispatching services and User is in need of such services and desires to contract with Provider to use the dispatching services offered by Provider; and

WHEREAS, Provider and User desire to enter into an agreement which incorporates their respective rights and responsibilities associated with this arrangement as part of this Agreement.

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A. "Dispatching Services" shall relate only to reports and requests for assistance which are directed to the User performed in accordance with the Ashtabula County Sheriff's Office policy and Standard Operating Practices regarding dispatch operations services.

B. "Dispatching Services" shall include transfer and dispatch 9-1-1 calls directed to User, but shall exclude any association with or responsibility for, other types of emergency calls, such as reports of criminal activity or requests for police assistance, which do not involve any emergency customarily or typically handled by a fire department or EMS personnel.

Section 1.02 "Emergency Calls" shall be defined to include those calls directed to User which contain reports of fires, explosions, hazardous materials discharges, and other incidents customarily involving a need for fire department assistance; reports of accidents, injuries, sudden illness, and other conditions customarily involving a need for EMS assistance; and direct requests for fire department assistance. Any calls not included in the forgoing definition shall not be considered to be "emergency calls" as used in this agreement.

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Section 2.01. During the term of this agreement, Provider shall provide all necessary trained personnel in order to supply prompt and efficient dispatching services as defined herein with respect to emergency calls directed to User on a continuous 24-hour per day/7 day per week basis.

Section 2.02. Provider shall ensure that the Ashtabula County Sheriff's Office provides said services at the dispatch center operated by the Ashtabula County Sheriff.

SECTION 3: RESPONSIBILITY FOR EQUIPMENT

Section 3.01. Provider shall ensure that the Ashtabula County Sheriff's Office provides an appropriate dispatch center for the dispatching services governed by this agreement to be performed by Ashtabula County Sheriff personnel, and shall provide any and all necessary heating, lighting, electricity, desks, tables, chairs etc.

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Section 3.03. Provider shall ensure that the Ashtabula County Sheriff's Office provides any and all additional dispatching equipment as defined herein which is necessary in order for the Ashtabula County Sheriff's Office to provide User with prompt and efficient dispatching services, as well as any equipment necessary to meet any additional or unusual requirements of User with respect to dispatching services.

Section 3.04. The Fire Chief/Administrator of User and the Ashtabula County Sheriff shall meet and agree upon such additional dispatching equipment as shall be provided by User pursuant of this agreement.

Section 3.05. Provider shall not be responsible for any interruptions in service caused by, or any claim for damage alleged to be caused by, a malfunction of any equipment which is not under its direct and immediate control (e.g. telephone lines, etc.)

SECTION 4: ADDITIONAL SPECIFICATIONS

Section 4.01. Provider warrants that it is an experienced provider of emergency dispatch services.

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Section 4.05. Costs associated with installing any necessary equipment owned by User shall be the responsibility of the User.

Section 4.06. Costs associated with installation of radio telephone lines shall be the responsibility of the provider.

Section 4.07. The dispatch center shall record all pertinent radio and incoming emergency telephone calls.

Section 4.08. User shall provide Provider with the following records and information:

A. Personnel roster and duty schedule;
B. Emergency business listings; AND
C. Information on new roads, mobile home parks, businesses, utilities personnel, etc.

Section 4.09. User shall be responsible for compiling its own statistics relating to the dispatch calls, and shall provide Provider in writing the procedures Provider is to follow when User's department does not have a unit on patrol, i.e., who is on call and how to notify said personnel.

SECTION 5: TERM OF AGREEMENT

Section 5.01. The term of this Agreement will begin on **January 1, 2023** and terminate on **December 31, 2023**, unless terminated earlier in accordance with the termination provisions set forth in this Agreement.

Section 5.02. If either party wishes to negotiate an additional successor agreement to be effective after the expiration of this Agreement, such party shall provide the other party written notice of its intention to negotiate, which notice shall be provided not less than sixty (60) days prior to the expiration of this Agreement.

Section 5.03. Either party may terminate the Agreement upon providing sixty (60) days prior written notice to the other party.

SECTION 6: PAYMENT

Section 6.01. In compensation for services to be rendered under this Agreement, User shall pay the Ashtabula County Sheriff's Office in semi-annual installments on **March 30, 2023**, and on **September 30, 2023** the total sum of **$32,463.80** in accordance with the Ashtabula County Funding Template.

SECTION 7: NOTICES

Section 7.01. All notices requests and approvals shall be made in writing and shall be deemed to have been properly provided if and when personally delivered or sent, postage prepaid, by certified mail:

TO: BOARD OF ASHTABULA COUNTY COMMISSIONERS
25 W. Jefferson Street
Jefferson, OH 44047

TO: ASHTABULA COUNTY SHERIFF
25 W. Jefferson Street
Jefferson, OH 44047

TO: Saybrook Fire Department
7247 Center Road
Ashtabula OH 44004

SECTION 8: APPLICABLE LAW

Section 8.01. The laws of the State of Ohio shall govern all matters relating to the validity, performance, interpretation, and construction of this Agreement, or the breach thereof.

SECTION 9: OTHER PROVISIONS

Section 9.01. Amendment. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument and signed by the Parties.

Section 9.02. Dispute Resolution. The Parties shall employ their best efforts to resolve any disputes or disagreements regarding the subject matter of this Agreement. The Parties shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. Engaging in such negotiations to resolve such disputes or disagreements does not preclude either Party from taking any action available under applicable law to protect its rights.

Section 9.03. No Third Party Beneficiaries/Assignment. Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations or liabilities. *Neither Party may*

assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other.

Section 9.04. Waiver. Waiver by either party of any breach of any provision of this Agreement, whether by conduct or otherwise, in any one or more instances, shall not be interpreted as a further or continuing waiver of such provision or as a waiver of any other provision of this Agreement. The failure of either party at any time to require performance of any provision of this Agreement shall in no manner affect that party's right to enforce the same at a later time.

Section 9.05. Severability. Should any portion of this Agreement be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Agreement shall remain in full force and effect unless revised or terminated pursuant to the requirements of this Agreement.

Section 9.06. Liability. Provider and its employees, agents, or servants shall not be liable in damages to any other party, including but not limited to User, for any inadequacy of services or equipment, or any other occurrences arising out of such use of Provider's equipment and personnel. Each party agrees to be responsible for any and all damages caused by their own respective negligence, inadequacy of service, or equipment.

Section 9.07. No Effect. This Agreement shall have no effect on any Memorandum of Understanding entered into between the parties involving the single county-wide Computer Aided Dispatch system (CAD) in Ashtabula County used and operated by the Ashtabula County Sheriff's Department.

SECTION 10: SIGNATURES AND RATIFICATION

Section 10.01. The persons executing this document on behalf of the Provider and User declare and covenant that they have actual authority to do so; that such action has been authorized by ordinance/resolution of the appropriate governmental authorities of Ashtabula County Sheriff and User, and that no further legislative action or ratification is necessary in order to make this document a binding obligation of the parties involved.

IN WITNESS WHEREOF, the Parties hereto have hereby executed this Agreement as of the dates set forth below.

BOARD OF COMMISSIONERS OF ASHTABULA COUNTY

By: _____ Date: 2-28-23
J.P. Ducro IV, President
County Commissioner

By: _____ Date: _____
Casey Kozlowski, Vice-President
County Commissioner

By: _____ Date: 2-28-23
Kathryn Whittington
County Commissioner

ASHTABULA COUNTY SHERIFF

By: _____ Date: 11-14-22
Sheriff

APPROVED AS TO LEGAL FORM:

_____ Date: 11.8.2022
Ashtabula County Prosecutor
11/8/22

Saybrook Fire Department

By: _____ Date: 12-13-22

By: _____ Date: 12/13/22

FIRE AND EMERGENCY MEDICAL DISPATCHING SERVICE AGREEMENT

This Agreement is by and between the **Board of Commissioners of Ashtabula County** and the **Ashtabula County Sheriff** (hereinafter collectively "Provider"), 25 W. Jefferson Street, Jefferson, Ohio 44047, and the **Sheffield Fire Department, 3636 Sheffield Monroe Road, Kingsville OH 44048,** an Ohio municipal corporation/township (hereinafter "User").

WHEREAS, the parties are entering into this Agreement pursuant to Sections 307.15, 331.29, and 737.04 of the Ohio Revised Code; and

WHEREAS, Provider is a provider of dispatching services and User is in need of such services and desires to contract with Provider to use the dispatching services offered by Provider; and

WHEREAS, Provider and User desire to enter into an agreement which incorporates their respective rights and responsibilities associated with this arrangement as part of this Agreement.

NOW, THEREFORE, in view of the foregoing and in consideration of the premises and of the mutual promises and undertakings hereinafter set forth, and for other good and valuable considerations, the parties hereto agree to as follows:

SECTION 1: DEFINITIONS

Section 1.01. "Dispatching Services" shall mean the process by which reports of emergencies and requests for assistance in emergency situations that reasonably are expected to require the services of a fire department, or services of a fire department emergency medical service (EMS) of the type customarily rendered by trained Emergency Medical Technicians and/or Paramedics, are received from the public or from law enforcement or other public agencies via telephone or radio, and are transmitted to the appropriate personnel so that the same personnel can properly respond to such report or request, with the following conditions:

A. "Dispatching Services" shall relate only to reports and requests for assistance which are directed to the User performed in accordance with the Ashtabula County Sheriff's Office policy and Standard Operating Practices regarding dispatch operations services.

B. "Dispatching Services" shall include transfer and dispatch 9-1-1 calls directed to User, but shall exclude any association with or responsibility for, other types of emergency calls, such as reports of criminal activity or requests for police assistance, which do not involve any emergency customarily or typically handled by a fire department or EMS personnel.

Section 1.02 "Emergency Calls" shall be defined to include those calls directed to User which contain reports of fires, explosions, hazardous materials discharges, and other incidents customarily involving a need for fire department assistance; reports of accidents, injuries, sudden illness, and other conditions customarily involving a need for EMS assistance; and direct requests for fire department assistance. Any calls not included in the forgoing definition shall not be considered to be "emergency calls" as used in this agreement.

Section 1.03. "Fire Department" shall mean the public fire department or fire company operated under the direction of, or pursuant to contract with the User.

Section 1.04. "Emergency Medical Service" or "EMS" shall refer to the emergency medical response team or teams, including but not limited to ambulance squads and personnel, which provide medical services to the public response to emergency calls made to the User.

Section 1.05. "Dispatch Center" shall be a building or portion of a building specifically configured for the primary purpose of providing emergency communications services to one or more public safety agencies, and including all areas necessary for operation and the installation of necessary equipment.

Section 1.06. "Dispatching Equipment" shall include all telephone lines, switching equipment, radio units, interface units, signaling units, pagers and recording equipment reasonably required in order to provide prompt and efficient dispatching services.

SECTION 2: SERVICES TO BE PROVIDED

Section 2.01. During the term of this agreement, Provider shall provide all necessary trained personnel in order to supply prompt and efficient dispatching services as defined herein with respect to emergency calls directed to User on a continuous 24-hour per day/7 day per week basis.

Section 2.02. Provider shall ensure that the Ashtabula County Sheriff's Office provides said services at the dispatch center operated by the Ashtabula County Sheriff.

SECTION 3: RESPONSIBILITY FOR EQUIPMENT

Section 3.01. Provider shall ensure that the Ashtabula County Sheriff's Office provides an appropriate dispatch center for the dispatching services governed by this agreement to be performed by Ashtabula County Sheriff personnel, and shall provide any and all necessary heating, lighting, electricity, desks, tables, chairs etc.

Section 3.02. Provider shall ensure that the Ashtabula County Sheriff's Office further utilizes and provides such basic telephone and radio equipment as it usually and customarily utilized in its own dispatching activities and shall utilize such existing equipment in providing the dispatching services defined in this agreement.

Section 3.03. Provider shall ensure that the Ashtabula County Sheriff's Office provides any and all additional dispatching equipment as defined herein which is necessary in order for the Ashtabula County Sheriff's Office to provide User with prompt and efficient dispatching services, as well as any equipment necessary to meet any additional or unusual requirements of User with respect to dispatching services.

Section 3.04. The Fire Chief/Administrator of User and the Ashtabula County Sheriff shall meet and agree upon such additional dispatching equipment as shall be provided by User pursuant of this agreement.

Section 3.05. Provider shall not be responsible for any interruptions in service caused by, or any claim for damage alleged to be caused by, a malfunction of any equipment which is not under its direct and immediate control (e.g. telephone lines, etc.)

SECTION 4: ADDITIONAL SPECIFICATIONS

Section 4.01. Provider warrants that it is an experienced provider of emergency dispatch services.

Section 4.02. Provider shall ensure that a backup emergency power generator on the Provider's dispatch premises exists and is fully operational during the term of this agreement.

Section 4.03. Individual dispatchers shall have a minimum of 40 hours in-house training, shall have taken and passed the APCO Basic Telecommunications Course, and shall have been 911 trained and certified.

Section 4.04. Provider shall be qualified and capable of receiving all information available from the Ashtabula County 911 system.

Section 4.05. Costs associated with installing any necessary equipment owned by User shall be the responsibility of the User.

Section 4.06. Costs associated with installation of radio telephone lines shall be the responsibility of the provider.

Section 4.07. The dispatch center shall record all pertinent radio and incoming emergency telephone calls.

Section 4.08. User shall provide Provider with the following records and information:

A. Personnel roster and duty schedule;
B. Emergency business listings; AND
C. Information on new roads, mobile home parks, businesses, utilities personnel, etc.

Section 4.09. User shall be responsible for compiling its own statistics relating to the dispatch calls, and shall provide Provider in writing the procedures Provider is to follow when User's department does not have a unit on patrol, i.e., who is on call and how to notify said personnel.

SECTION 5: TERM OF AGREEMENT

Section 5.01. The term of this Agreement will begin on **January 1, 2023** and terminate on **December 31, 2023**, unless terminated earlier in accordance with the termination provisions set forth in this Agreement.

Section 5.02. If either party wishes to negotiate an additional successor agreement to be effective after the expiration of this Agreement, such party shall provide the other party written notice of its intention to negotiate, which notice shall be provided not less than sixty (60) days prior to the expiration of this Agreement.

Section 5.03. Either party may terminate the Agreement upon providing sixty (60) days prior written notice to the other party.

SECTION 6: PAYMENT

Section 6.01. In compensation for services to be rendered under this Agreement, User shall pay the Ashtabula County Sheriff's Office in semi-annual installments on **March 30, 2023**, and on **September 30, 2023** the total sum of **$6,692.10** in accordance with the Ashtabula County Funding Template.

SECTION 7: NOTICES

Section 7.01. All notices requests and approvals shall be made in writing and shall be deemed to have been properly provided if and when personally delivered or sent, postage prepaid, by certified mail:

TO: BOARD OF ASHTABULA COUNTY COMMISSIONERS
25 W. Jefferson Street
Jefferson, OH 44047

TO: ASHTABULA COUNTY SHERIFF
25 W. Jefferson Street
Jefferson, OH 44047

TO: Sheffield Fire Department
3636 Sheffield Monroe Road
Kingsville OH 44048

SECTION 8: APPLICABLE LAW

Section 8.01. The laws of the State of Ohio shall govern all matters relating to the validity, performance, interpretation, and construction of this Agreement, or the breach thereof.

SECTION 9: OTHER PROVISIONS

Section 9.01. Amendment. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument and signed by the Parties.

Section 9.02. Dispute Resolution. The Parties shall employ their best efforts to resolve any disputes or disagreements regarding the subject matter of this Agreement. The Parties shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. Engaging in such negotiations to resolve such disputes or disagreements does not preclude either Party from taking any action available under applicable law to protect its rights.

Section 9.03. No Third Party Beneficiaries/Assignment. Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations or liabilities. *Neither Party may*

assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other.

Section 9.04. Waiver. Waiver by either party of any breach of any provision of this Agreement, whether by conduct or otherwise, in any one or more instances, shall not be interpreted as a further or continuing waiver of such provision or as a waiver of any other provision of this Agreement. The failure of either party at any time to require performance of any provision of this Agreement shall in no manner affect that party's right to enforce the same at a later time.

Section 9.05. Severability. Should any portion of this Agreement be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Agreement shall remain in full force and effect unless revised or terminated pursuant to the requirements of this Agreement.

Section 9.06. Liability. Provider and its employees, agents, or servants shall not be liable in damages to any other party, including but not limited to User, for any inadequacy of services or equipment, or any other occurrences arising out of such use of Provider's equipment and personnel. Each party agrees to be responsible for any and all damages caused by their own respective negligence, inadequacy of service, or equipment.

Section 9.07. No Effect. This Agreement shall have no effect on any Memorandum of Understanding entered into between the parties involving the single county-wide Computer Aided Dispatch system (CAD) in Ashtabula County used and operated by the Ashtabula County Sheriff's Department.

SECTION 10: SIGNATURES AND RATIFICATION

Section 10.01. The persons executing this document on behalf of the Provider and User declare and covenant that they have actual authority to do so; that such action has been authorized by ordinance/resolution of the appropriate governmental authorities of Ashtabula County Sheriff and User, and that no further legislative action or ratification is necessary in order to make this document a binding obligation of the parties involved.

IN WITNESS WHEREOF, the Parties hereto have hereby executed this Agreement as of the dates set forth below.

BOARD OF COMMISSIONERS OF ASHTABULA COUNTY

By: _____ Date: 2-28-23
J.P. Ducro IV, President
County Commissioner

By: _____ Date: _____
Casey Kozlowski, Vice-President
County Commissioner

By: _____ Date: 2-28-23
Kathryn Whittington
County Commissioner

ASHTABULA COUNTY SHERIFF

By: _____ Date: 11-14-22
Sheriff

APPROVED AS TO LEGAL FORM:

_____ Date: 11-8-2022
Ashtabula County Prosecutor

Sheffield Fire Department

By: _____ Date: 11-21-22

By: _____ Date: _____

FIRE AND EMERGENCY MEDICAL DISPATCHING SERVICE AGREEMENT

This Agreement is by and between the **Board of Commissioners of Ashtabula County** and the **Ashtabula County Sheriff** (hereinafter collectively "Provider"), 25 W. Jefferson Street, Jefferson, Ohio 44047, and the **South Central Ambulance District Department, 3100 U. S. Route 6, Rome, OH 44085,** an Ohio municipal corporation/township (hereinafter "User").

WHEREAS, the parties are entering into this Agreement pursuant to Sections 307.15, 331.29, and 737.04 of the Ohio Revised Code; and

WHEREAS, Provider is a provider of dispatching services and User is in need of such services and desires to contract with Provider to use the dispatching services offered by Provider; and

WHEREAS, Provider and User desire to enter into an agreement which incorporates their respective rights and responsibilities associated with this arrangement as part of this Agreement.

NOW, THEREFORE, in view of the foregoing and in consideration of the premises and of the mutual promises and undertakings hereinafter set forth, and for other good and valuable considerations, the parties hereto agree to as follows:

SECTION 1: DEFINITIONS

Section 1.01. "Dispatching Services" shall mean the process by which reports of emergencies and requests for assistance in emergency situations that reasonably are expected to require the services of a fire department, or services of a fire department emergency medical service (EMS) of the type customarily rendered by trained Emergency Medical Technicians and/or Paramedics, are received from the public or from law enforcement or other public agencies via telephone or radio, and are transmitted to the appropriate personnel so that the same personnel can properly respond to such report or request, with the following conditions:

A. "Dispatching Services" shall relate only to reports and requests for assistance which are directed to the User performed in accordance with the Ashtabula County Sheriff's Office policy and Standard Operating Practices regarding dispatch operations services.

B. "Dispatching Services" shall include transfer and dispatch 9-1-1 calls directed to User, but shall exclude any association with or responsibility for, other types of emergency calls, such as reports of criminal activity or requests for police assistance, which do not involve any emergency customarily or typically handled by a fire department or EMS personnel.

Section 1.02 "Emergency Calls" shall be defined to include those calls directed to User which contain reports of fires, explosions, hazardous materials discharges, and other incidents customarily involving a need for fire department assistance; reports of accidents, injuries, sudden illness, and other conditions customarily involving a need for EMS assistance; and direct requests for fire department assistance. Any calls not included in the forgoing definition shall not be considered to be "emergency calls" as used in this agreement.

Section 1.03. "Fire Department" shall mean the public fire department or fire company operated under the direction of, or pursuant to contract with the User.

Section 1.04. "Emergency Medical Service" or "EMS" shall refer to the emergency medical response team or teams, including but not limited to ambulance squads and personnel, which provide medical services to the public response to emergency calls made to the User.

Section 1.05. "Dispatch Center" shall be a building or portion of a building specifically configured for the primary purpose of providing emergency communications services to one or more public safety agencies, and including all areas necessary for operation and the installation of necessary equipment.

Section 1.06. "Dispatching Equipment" shall include all telephone lines, switching equipment, radio units, interface units, signaling units, pagers and recording equipment reasonably required in order to provide prompt and efficient dispatching services.

SECTION 2: SERVICES TO BE PROVIDED

Section 2.01. During the term of this agreement, Provider shall provide all necessary trained personnel in order to supply prompt and efficient dispatching services as defined herein with respect to emergency calls directed to User on a continuous 24-hour per day/7 day per week basis.

Section 2.02. Provider shall ensure that the Ashtabula County Sheriff's Office provides said services at the dispatch center operated by the Ashtabula County Sheriff.

SECTION 3: RESPONSIBILITY FOR EQUIPMENT

Section 3.01. Provider shall ensure that the Ashtabula County Sheriff's Office provides an appropriate dispatch center for the dispatching services governed by this agreement to be performed by Ashtabula County Sheriff personnel, and shall provide any and all necessary heating, lighting, electricity, desks, tables, chairs etc.

Section 3.02. Provider shall ensure that the Ashtabula County Sheriff's Office further utilizes and provides such basic telephone and radio equipment as it usually and customarily utilized in its own dispatching activities and shall utilize such existing equipment in providing the dispatching services defined in this agreement.

Section 3.03. Provider shall ensure that the Ashtabula County Sheriff's Office provides any and all additional dispatching equipment as defined herein which is necessary in order for the Ashtabula County Sheriff's Office to provide User with prompt and efficient dispatching services, as well as any equipment necessary to meet any additional or unusual requirements of User with respect to dispatching services.

Section 3.04. The Fire Chief/Administrator of User and the Ashtabula County Sheriff shall meet and agree upon such additional dispatching equipment as shall be provided by User pursuant of this agreement.

Section 3.05. Provider shall not be responsible for any interruptions in service caused by, or any claim for damage alleged to be caused by, a malfunction of any equipment which is not under its direct and immediate control (e.g. telephone lines, etc.)

SECTION 4: ADDITIONAL SPECIFICATIONS

Section 4.01. Provider warrants that it is an experienced provider of emergency dispatch services.

Section 4.02. Provider shall ensure that a backup emergency power generator on the Provider's dispatch premises exists and is fully operational during the term of this agreement.

Section 4.03. Individual dispatchers shall have a minimum of 40 hours in-house training, shall have taken and passed the APCO Basic Telecommunications Course, and shall have been 911 trained and certified.

Section 4.04. Provider shall be qualified and capable of receiving all information available from the Ashtabula County 911 system.

Section 4.05. Costs associated with installing any necessary equipment owned by User shall be the responsibility of the User.

Section 4.06. Costs associated with installation of radio telephone lines shall be the responsibility of the provider.

Section 4.07. The dispatch center shall record all pertinent radio and incoming emergency telephone calls.

Section 4.08. User shall provide Provider with the following records and information:

A. Personnel roster and duty schedule;
B. Emergency business listings; AND
C. Information on new roads, mobile home parks, businesses, utilities personnel, etc.

Section 4.09. User shall be responsible for compiling its own statistics relating to the dispatch calls, and shall provide Provider in writing the procedures Provider is to follow when User's department does not have a unit on patrol, i.e., who is on call and how to notify said personnel.

SECTION 5: TERM OF AGREEMENT

Section 5.01. The term of this Agreement will begin on **January 1, 2023** and terminate on **December 31, 2023**, unless terminated earlier in accordance with the termination provisions set forth in this Agreement.

Section 5.02. If either party wishes to negotiate an additional successor agreement to be effective after the expiration of this Agreement, such party shall provide the other party written notice of its intention to negotiate, which notice shall be provided not less than sixty (60) days prior to the expiration of this Agreement.

Section 5.03. Either party may terminate the Agreement upon providing sixty (60) days prior written notice to the other party.

SECTION 6: PAYMENT

Section 6.01. In compensation for services to be rendered under this Agreement, User shall pay the Ashtabula County Sheriff's Office in semi-annual installments on **March 30, 2023**, and on **September 30, 2023** the total sum of **$34,518.21** in accordance with the Ashtabula County Funding Template.

SECTION 7: NOTICES

Section 7.01. All notices requests and approvals shall be made in writing and shall be deemed to have been properly provided if and when personally delivered or sent, postage prepaid, by certified mail:

TO: BOARD OF ASHTABULA COUNTY COMMISSIONERS
25 W. Jefferson Street
Jefferson, OH 44047

TO: ASHTABULA COUNTY SHERIFF
25 W. Jefferson Street
Jefferson, OH 44047

TO: South Central Ambulance District
3100 U. S. Route 6
Rome OH 44085

SECTION 8: APPLICABLE LAW

Section 8.01. The laws of the State of Ohio shall govern all matters relating to the validity, performance, interpretation, and construction of this Agreement, or the breach thereof.

SECTION 9: OTHER PROVISIONS

Section 9.01. Amendment. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument and signed by the Parties.

Section 9.02. Dispute Resolution. The Parties shall employ their best efforts to resolve any disputes or disagreements regarding the subject matter of this Agreement. The Parties shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. Engaging in such negotiations to resolve such disputes or disagreements does not preclude either Party from taking any action available under applicable law to protect its rights.

Section 9.03. No Third Party Beneficiaries/Assignment. Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations or liabilities. *Neither Party may*

assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other.

Section 9.04. Waiver. Waiver by either party of any breach of any provision of this Agreement, whether by conduct or otherwise, in any one or more instances, shall not be interpreted as a further or continuing waiver of such provision or as a waiver of any other provision of this Agreement. The failure of either party at any time to require performance of any provision of this Agreement shall in no manner affect that party's right to enforce the same at a later time.

Section 9.05. Severability. Should any portion of this Agreement be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Agreement shall remain in full force and effect unless revised or terminated pursuant to the requirements of this Agreement.

Section 9.06. Liability. Provider and its employees, agents, or servants shall not be liable in damages to any other party, including but not limited to User, for any inadequacy of services or equipment, or any other occurrences arising out of such use of Provider's equipment and personnel. Each party agrees to be responsible for any and all damages caused by their own respective negligence, inadequacy of service, or equipment.

Section 9.07. No Effect. This Agreement shall have no effect on any Memorandum of Understanding entered into between the parties involving the single county-wide Computer Aided Dispatch system (CAD) in Ashtabula County used and operated by the Ashtabula County Sheriff's Department.

SECTION 10: SIGNATURES AND RATIFICATION

Section 10.01. The persons executing this document on behalf of the Provider and User declare and covenant that they have actual authority to do so; that such action has been authorized by ordinance/resolution of the appropriate governmental authorities of Ashtabula County Sheriff and User, and that no further legislative action or ratification is necessary in order to make this document a binding obligation of the parties involved.

IN WITNESS WHEREOF, the Parties hereto have hereby executed this Agreement as of the dates set forth below.

BOARD OF COMMISSIONERS OF ASHTABULA COUNTY

By: _____ Date: 2-28-23
J.P. Ducro IV, President
County Commissioner

By: _____ Date: _____
Casey Kozlowski, Vice-President
County Commissioner

By: _____ Date: 2-28-23
Kathryn Whittington
County Commissioner

ASHTABULA COUNTY SHERIEF

By: _____ Date: 11-14-22
Sheriff

APPROVED AS TO LEGAL FORM:

_____ Date: 11·10·2022
Ashtabula County Prosecutor

South Central Ambulance District

By: _____ Date: 12-12-22
Shawn M. Buehrer

By: _____ Date: _____

FIRE AND EMERGENCY MEDICAL DISPATCHING SERVICE AGREEMENT

This Agreement is by and between the **Board of Commissioners of Ashtabula County** and the **Ashtabula County Sheriff** (hereinafter collectively "Provider"), 25 W. Jefferson Street, Jefferson, Ohio 44047, and the **Trumbull Fire Department, 2443 State Route 534, Geneva OH 44041,** an Ohio municipal corporation/township (hereinafter "User").

WHEREAS, the parties are entering into this Agreement pursuant to Sections 307.15, 331.29, and 737.04 of the Ohio Revised Code; and

WHEREAS, Provider is a provider of dispatching services and User is in need of such services and desires to contract with Provider to use the dispatching services offered by Provider; and

WHEREAS, Provider and User desire to enter into an agreement which incorporates their respective rights and responsibilities associated with this arrangement as part of this Agreement.

NOW, THEREFORE, in view of the foregoing and in consideration of the premises and of the mutual promises and undertakings hereinafter set forth, and for other good and valuable considerations, the parties hereto agree to as follows:

SECTION 1: DEFINITIONS

Section 1.01. "Dispatching Services" shall mean the process by which reports of emergencies and requests for assistance in emergency situations that reasonably are expected to require the services of a fire department, or services of a fire department emergency medical service (EMS) of the type customarily rendered by trained Emergency Medical Technicians and/or Paramedics, are received from the public or from law enforcement or other public agencies via telephone or radio, and are transmitted to the appropriate personnel so that the same personnel can properly respond to such report or request, with the following conditions:

A. "Dispatching Services" shall relate only to reports and requests for assistance which are directed to the User performed in accordance with the Ashtabula County Sheriff's Office policy and Standard Operating Practices regarding dispatch operations services.

B. "Dispatching Services" shall include transfer and dispatch 9-1-1 calls directed to User, but shall exclude any association with or responsibility for, other types of emergency calls, such as reports of criminal activity or requests for police assistance, which do not involve any emergency customarily or typically handled by a fire department or EMS personnel.

Section 1.02 "Emergency Calls" shall be defined to include those calls directed to User which contain reports of fires, explosions, hazardous materials discharges, and other incidents customarily involving a need for fire department assistance; reports of accidents, injuries, sudden illness, and other conditions customarily involving a need for EMS assistance; and direct requests for fire department assistance. Any calls not included in the forgoing definition shall not be considered to be "emergency calls" as used in this agreement.

Section 1.03. "Fire Department" shall mean the public fire department or fire company operated under the direction of, or pursuant to contract with the User.

Section 1.04. "Emergency Medical Service" or "EMS" shall refer to the emergency medical response team or teams, including but not limited to ambulance squads and personnel, which provide medical services to the public response to emergency calls made to the User.

Section 1.05. "Dispatch Center" shall be a building or portion of a building specifically configured for the primary purpose of providing emergency communications services to one or more public safety agencies, and including all areas necessary for operation and the installation of necessary equipment.

Section 1.06. "Dispatching Equipment" shall include all telephone lines, switching equipment, radio units, interface units, signaling units, pagers and recording equipment reasonably required in order to provide prompt and efficient dispatching services.

SECTION 2: SERVICES TO BE PROVIDED

Section 2.01. During the term of this agreement, Provider shall provide all necessary trained personnel in order to supply prompt and efficient dispatching services as defined herein with respect to emergency calls directed to User on a continuous 24-hour per day/7 day per week basis.

Section 2.02. Provider shall ensure that the Ashtabula County Sheriff's Office provides said services at the dispatch center operated by the Ashtabula County Sheriff.

SECTION 3: RESPONSIBILITY FOR EQUIPMENT

Section 3.01. Provider shall ensure that the Ashtabula County Sheriff's Office provides an appropriate dispatch center for the dispatching services governed by this agreement to be performed by Ashtabula County Sheriff personnel, and shall provide any and all necessary heating, lighting, electricity, desks, tables, chairs etc.

Section 3.02. Provider shall ensure that the Ashtabula County Sheriff's Office further utilizes and provides such basic telephone and radio equipment as it usually and customarily utilized in its own dispatching activities and shall utilize such existing equipment in providing the dispatching services defined in this agreement.

Section 3.03. Provider shall ensure that the Ashtabula County Sheriff's Office provides any and all additional dispatching equipment as defined herein which is necessary in order for the Ashtabula County Sheriff's Office to provide User with prompt and efficient dispatching services, as well as any equipment necessary to meet any additional or unusual requirements of User with respect to dispatching services.

Section 3.04. The Fire Chief/Administrator of User and the Ashtabula County Sheriff shall meet and agree upon such additional dispatching equipment as shall be provided by User pursuant of this agreement.

Section 3.05. Provider shall not be responsible for any interruptions in service caused by, or any claim for damage alleged to be caused by, a malfunction of any equipment which is not under its direct and immediate control (e.g. telephone lines, etc.)

SECTION 4: ADDITIONAL SPECIFICATIONS

Section 4.01. Provider warrants that it is an experienced provider of emergency dispatch services.

Section 4.02. Provider shall ensure that a backup emergency power generator on the Provider's dispatch premises exists and is fully operational during the term of this agreement.

Section 4.03. Individual dispatchers shall have a minimum of 40 hours in-house training, shall have taken and passed the APCO Basic Telecommunications Course, and shall have been 911 trained and certified.

Section 4.04. Provider shall be qualified and capable of receiving all information available from the Ashtabula County 911 system.

Section 4.05. Costs associated with installing any necessary equipment owned by User shall be the responsibility of the User.

Section 4.06. Costs associated with installation of radio telephone lines shall be the responsibility of the provider.

Section 4.07. The dispatch center shall record all pertinent radio and incoming emergency telephone calls.

Section 4.08. User shall provide Provider with the following records and information:

A. Personnel roster and duty schedule;
B. Emergency business listings; AND
C. Information on new roads, mobile home parks, businesses, utilities personnel, etc.

Section 4.09. User shall be responsible for compiling its own statistics relating to the dispatch calls, and shall provide Provider in writing the procedures Provider is to follow when User's department does not have a unit on patrol, i.e., who is on call and how to notify said personnel.

SECTION 5: TERM OF AGREEMENT

Section 5.01. The term of this Agreement will begin on **January 1, 2023** and terminate on **December 31, 2023**, unless terminated earlier in accordance with the termination provisions set forth in this Agreement.

Section 5.02. If either party wishes to negotiate an additional successor agreement to be effective after the expiration of this Agreement, such party shall provide the other party written notice of its intention to negotiate, which notice shall be provided not less than sixty (60) days prior to the expiration of this Agreement.

Section 5.03. Either party may terminate the Agreement upon providing sixty (60) days prior written notice to the other party.

SECTION 6: PAYMENT

Section 6.01. In compensation for services to be rendered under this Agreement, User shall pay the Ashtabula County Sheriff's Office in semi-annual installments on **March 30, 2023**, and on **September 30, 2023** the total sum of **$1,078.06** in accordance with the Ashtabula County Funding Template.

SECTION 7: NOTICES

Section 7.01. All notices requests and approvals shall be made in writing and shall be deemed to have been properly provided if and when personally delivered or sent, postage prepaid, by certified mail:

TO: BOARD OF ASHTABULA COUNTY COMMISSIONERS
25 W. Jefferson Street
Jefferson, OH 44047

TO: ASHTABULA COUNTY SHERIFF
25 W. Jefferson Street
Jefferson, OH 44047

TO: Trumbull Fire Department
2443 State Route 534
Geneva OH 44041

SECTION 8: APPLICABLE LAW

Section 8.01. The laws of the State of Ohio shall govern all matters relating to the validity, performance, interpretation, and construction of this Agreement, or the breach thereof.

SECTION 9: OTHER PROVISIONS

Section 9.01. Amendment. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument and signed by the Parties.

Section 9.02. Dispute Resolution. The Parties shall employ their best efforts to resolve any disputes or disagreements regarding the subject matter of this Agreement. The Parties shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. Engaging in such negotiations to resolve such disputes or disagreements does not preclude either Party from taking any action available under applicable law to protect its rights.

Section 9.03. No Third Party Beneficiaries/Assignment. Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations or liabilities. *Neither Party may*

assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other.

Section 9.04. Waiver. Waiver by either party of any breach of any provision of this Agreement, whether by conduct or otherwise, in any one or more instances, shall not be interpreted as a further or continuing waiver of such provision or as a waiver of any other provision of this Agreement. The failure of either party at any time to require performance of any provision of this Agreement shall in no manner affect that party's right to enforce the same at a later time.

Section 9.05. Severability. Should any portion of this Agreement be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Agreement shall remain in full force and effect unless revised or terminated pursuant to the requirements of this Agreement.

Section 9.06. Liability. Provider and its employees, agents, or servants shall not be liable in damages to any other party, including but not limited to User, for any inadequacy of services or equipment, or any other occurrences arising out of such use of Provider's equipment and personnel. Each party agrees to be responsible for any and all damages caused by their own respective negligence, inadequacy of service, or equipment.

Section 9.07. No Effect. This Agreement shall have no effect on any Memorandum of Understanding entered into between the parties involving the single county-wide Computer Aided Dispatch system (CAD) in Ashtabula County used and operated by the Ashtabula County Sheriff's Department.

SECTION 10: SIGNATURES AND RATIFICATION

Section 10.01. The persons executing this document on behalf of the Provider and User declare and covenant that they have actual authority to do so; that such action has been authorized by ordinance/resolution of the appropriate governmental authorities of Ashtabula County Sheriff and User, and that no further legislative action or ratification is necessary in order to make this document a binding obligation of the parties involved.

IN WITNESS WHEREOF, the Parties hereto have hereby executed this Agreement as of the dates set forth below.

BOARD OF COMMISSIONERS OF ASHTABULA COUNTY

By: _____ Date: 2-28-23
J.P. Ducro IV, President
County Commissioner

By: _____ Date: _____
Casey Kozlowski, Vice-President
County Commissioner

By: _____ Date: 2-28-23
Kathryn Whittington
County Commissioner

ASHTABULA COUNTY SHERIFF

By: _____ Date: 11-14-22
Sheriff

APPROVED AS TO LEGAL FORM:

_____ Date: 11.8.2022
Ashtabula County Prosecutor
11/14 11.8.22

Trumbull Fire Department

By: _____ Date: 11-7-22

By: _____ Date: 12-7-22

FIRE AND EMERGENCY MEDICAL DISPATCHING SERVICE AGREEMENT

This Agreement is by and between the **Board of Commissioners of Ashtabula County** and the **Ashtabula County Sheriff** (hereinafter collectively "Provider"), 25 W. Jefferson Street, Jefferson, Ohio 44047, and the **Windsor Fire Department, P. O. Box 223, Windsor, OH 44066,** an Ohio municipal corporation/township (hereinafter "User").

WHEREAS, the parties are entering into this Agreement pursuant to Sections 307.15, 331.29, and 737.04 of the Ohio Revised Code; and

WHEREAS, Provider is a provider of dispatching services and User is in need of such services and desires to contract with Provider to use the dispatching services offered by Provider; and

WHEREAS, Provider and User desire to enter into an agreement which incorporates their respective rights and responsibilities associated with this arrangement as part of this Agreement.

NOW, THEREFORE, in view of the foregoing and in consideration of the premises and of the mutual promises and undertakings hereinafter set forth, and for other good and valuable considerations, the parties hereto agree to as follows:

SECTION 1: DEFINITIONS

Section 1.01. "Dispatching Services" shall mean the process by which reports of emergencies and requests for assistance in emergency situations that reasonably are expected to require the services of a fire department, or services of a fire department emergency medical service (EMS) of the type customarily rendered by trained Emergency Medical Technicians and/or Paramedics, are received from the public or from law enforcement or other public agencies via telephone or radio, and are transmitted to the appropriate personnel so that the same personnel can properly respond to such report or request, with the following conditions:

A. "Dispatching Services" shall relate only to reports and requests for assistance which are directed to the User performed in accordance with the Ashtabula County Sheriff's Office policy and Standard Operating Practices regarding dispatch operations services.

B. "Dispatching Services" shall include transfer and dispatch 9-1-1 calls directed to User, but shall exclude any association with or responsibility for, other types of emergency calls, such as reports of criminal activity or requests for police assistance, which do not involve any emergency customarily or typically handled by a fire department or EMS personnel.

Section 1.02 "Emergency Calls" shall be defined to include those calls directed to User which contain reports of fires, explosions, hazardous materials discharges, and other incidents customarily involving a need for fire department assistance; reports of accidents, injuries, sudden illness, and other conditions customarily involving a need for EMS assistance; and direct requests for fire department assistance. Any calls not included in the forgoing definition shall not be considered to be "emergency calls" as used in this agreement.

Section 1.03. "Fire Department" shall mean the public fire department or fire company operated under the direction of, or pursuant to contract with the User.

Section 1.04. "Emergency Medical Service" or "EMS" shall refer to the emergency medical response team or teams, including but not limited to ambulance squads and personnel, which provide medical services to the public response to emergency calls made to the User.

Section 1.05. "Dispatch Center" shall be a building or portion of a building specifically configured for the primary purpose of providing emergency communications services to one or more public safety agencies, and including all areas necessary for operation and the installation of necessary equipment.

Section 1.06. "Dispatching Equipment" shall include all telephone lines, switching equipment, radio units, interface units, signaling units, pagers and recording equipment reasonably required in order to provide prompt and efficient dispatching services.

SECTION 2: SERVICES TO BE PROVIDED

Section 2.01. During the term of this agreement, Provider shall provide all necessary trained personnel in order to supply prompt and efficient dispatching services as defined herein with respect to emergency calls directed to User on a continuous 24-hour per day/7 day per week basis.

Section 2.02. Provider shall ensure that the Ashtabula County Sheriff's Office provides said services at the dispatch center operated by the Ashtabula County Sheriff.

SECTION 3: RESPONSIBILITY FOR EQUIPMENT

Section 3.01. Provider shall ensure that the Ashtabula County Sheriff's Office provides an appropriate dispatch center for the dispatching services governed by this agreement to be performed by Ashtabula County Sheriff personnel, and shall provide any and all necessary heating, lighting, electricity, desks, tables, chairs etc.

Section 3.02. Provider shall ensure that the Ashtabula County Sheriff's Office further utilizes and provides such basic telephone and radio equipment as it usually and customarily utilized in its own dispatching activities and shall utilize such existing equipment in providing the dispatching services defined in this agreement.

Section 3.03. Provider shall ensure that the Ashtabula County Sheriff's Office provides any and all additional dispatching equipment as defined herein which is necessary in order for the Ashtabula County Sheriff's Office to provide User with prompt and efficient dispatching services, as well as any equipment necessary to meet any additional or unusual requirements of User with respect to dispatching services.

Section 3.04. The Fire Chief/Administrator of User and the Ashtabula County Sheriff shall meet and agree upon such additional dispatching equipment as shall be provided by User pursuant of this agreement.

Section 3.05. Provider shall not be responsible for any interruptions in service caused by, or any claim for damage alleged to be caused by, a malfunction of any equipment which is not under its direct and immediate control (e.g. telephone lines, etc.)

SECTION 4: ADDITIONAL SPECIFICATIONS

Section 4.01. Provider warrants that it is an experienced provider of emergency dispatch services.

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Section 5.03. Either party may terminate the Agreement upon providing sixty (60) days prior written notice to the other party.

SECTION 6: PAYMENT

Section 6.01. In compensation for services to be rendered under this Agreement, User shall pay the Ashtabula County Sheriff's Office in semi-annual installments on **March 30, 2023,** and on **September 30, 2023** the total sum of **$4,841.09** in accordance with the Ashtabula County Funding Template.

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25 W. Jefferson Street
Jefferson, OH 44047

TO: ASHTABULA COUNTY SHERIFF
25 W. Jefferson Street
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TO: Windsor Fire Department
P. O. Box 223
Windsor OH 44066

SECTION 8: APPLICABLE LAW

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Section 10.01. The persons executing this document on behalf of the Provider and User declare and covenant that they have actual authority to do so; that such action has been authorized by ordinance/resolution of the appropriate governmental authorities of Ashtabula County Sheriff and User, and that no further legislative action or ratification is necessary in order to make this document a binding obligation of the parties involved.

IN WITNESS WHEREOF, the Parties hereto have hereby executed this Agreement as of the dates set forth below.

BOARD OF COMMISSIONERS OF ASHTABULA COUNTY

By: _____ Date: 2-28-23
J.P. Ducro IV, President
County Commissioner

By: _____ Date: _____
Casey Kozlowski, Vice-President
County Commissioner

By: _____ Date: 2-28-23
Kathryn Whittington
County Commissioner

ASHTABULA COUNTY SHERIFF

By: _____ Date: 11-14-22
Sheriff

APPROVED AS TO LEGAL FORM:

_____ Date: 11 8 2022
Ashtabula County Prosecutor

11/2/22

Windsor Fire Department

By: _____ Date: 01-10-23

By: Carla Strohm, Fiscal Officer Date: 01/10/2023