

First Reading: January 6, 2026  
Second Reading: January 13, 2026  
Emergency Reading: February 3, 2026  
Effective Date: February 3, 2026

VILLAGE OF NORTH BALTIMORE, WOOD COUNTY, OHIO

RESOLUTION NO. 01 - 2026

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DISPATCH SERVICES AGREEMENT WITH THE WOOD COUNTY SHERIFF AND DECLARING AN EMERGENCY**

WHEREAS, the Village of North Baltimore is authorized to contract with the Wood County Sheriff for the provision of police, fire, and emergency medical dispatch services pursuant to ORC 311.29; and

WHEREAS, the Village desires to ensure continuity and uninterrupted availability of police dispatch services, and Council finds that immediate authorization to execute a dispatch services agreement is necessary to eliminate the risk of a lapse in such services and to protect the public peace, health, safety, and welfare of the Village; and

WHEREAS, Council further desires to allow for an orderly transition period prior to the planned commencement of live dispatch operations by the Wood County Sheriff, while preserving the ability to act immediately if dispatch services become unavailable;

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of North Baltimore, Wood County, Ohio, that:

Section 1. The Mayor is hereby authorized and directed to execute a Dispatch Services Agreement with the Wood County Sheriff, attached hereto as Exhibit A and incorporated herein by reference, together with any non-substantive changes approved by the Village Solicitor.

Section 2. The Mayor, Village Administrator, Fiscal Officer, Police Chief, and other appropriate officials are authorized to take all actions necessary to implement this Resolution and to facilitate the transition of dispatch services.

Section 3. The Dispatch Services Agreement authorized by this Resolution shall provide that the Wood County Sheriff's assumption of live police dispatch operations shall commence on or after March 4, 2026; provided, however, that if the Village is unable to maintain dispatch services due to staffing unavailability, resignation, walkout, or other emergency circumstances threatening the continuity of public safety communications, dispatch services under the Agreement may commence earlier upon written authorization of the Mayor.

Section 4. Emergency. This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the Village, in that immediate authorization is required to eliminate the risk of a gap in dispatch services and to allow the Village to promptly secure continuity of emergency communications. This Resolution shall take effect immediately upon its adoption.

The motion to adopt the foregoing resolution was moved by Member \_\_\_\_\_ and seconded by Member \_\_\_\_\_.

Vote on Emergency    \_\_\_\_  Yeas    \_\_\_\_  Nays    \_\_\_\_  Abstentions

Vote on Measure:    \_\_\_\_  Yeas    \_\_\_\_  Nays    \_\_\_\_  Abstentions

ADOPTED AND EFFECTIVE this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Dee Hefner, President of Council

\_\_\_\_\_  
Aaron Patterson, Mayor

Attest:

\_\_\_\_\_  
Mason Davis, Clerk of Council

**FISCAL OFFICER CERTIFICATE**

**State of Ohio, County of Wood**

**It is hereby certified that the amount required to meet the obligation in the foregoing Resolution No. 01 - 2026 has been lawfully appropriated and is in the Treasury, or in the process of collection to the credit of the proper fund, free from any previous encumbrances.**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Matthew Clouse  
Fiscal Officer  
Village of North Baltimore, Wood County, Ohio**

## Exhibit A

### VILLAGE OF NORTH BALTIMORE DISPATCH AGREEMENT

This Agreement entered into this day of \_\_\_\_\_, 2026, by and between the Office of Sheriff of Wood County, Ohio hereinafter called the "Sheriff," and the Village of North Baltimore, Wood County, Ohio, hereinafter called the "Village"

#### I. PURPOSE

**WHEREAS**, R.C. 311.29 permits a Sheriff to enter contracts with any Village to perform police functions, exercise any police power, or render any police service on behalf of the Village that it may perform, exercise, or render;

**WHEREAS**, the Village desires to utilize the services of the Sheriff to dispatch police, fire and emergency medical services of said Village; and

**WHEREAS**, the Sheriff has agreed to provide dispatch services for police, fire, and emergency services of said Village and acknowledges that the 9-1-1 and other dispatch and communications services performed for Village pursuant to this Agreement replaces all such services now or previously performed by or on behalf of Village.

**NOW, THEREFORE**, the parties each in consideration of the promises made herein by the other, agree as follows:

#### II. SHERIFF'S RESPONSIBILITIES

The Sheriff agrees to provide police, fire, and emergency medical services (hereinafter referred to as "EMS") dispatch for the Village and in connection therewith to perform all usual and necessary functions incident thereto as set forth below:

##### A. Dispatch Services.

1. Route dispatch communication services to the Village through the Wood County Emergency Services 9-1-1 radio system broadcasting on Sheriff 2 VHF radio for police and Fire EMS on MARCS radio;
2. Receive, process and promptly transmit the appropriate Village personnel all emergency calls for police, fire, and EMS services without preference on priority to other jurisdictions which receive dispatch services from the Sheriff;
3. Maintain and operate throughout the term of this Agreement a primary Public Safety Answering Point (PSAP) providing enhanced 9-1-1 services capable of providing both enhanced wireline 9-1-1 in compliance with the guidelines established under Ohio Revised Code 128.021;
4. Receive, process and promptly transmit to the appropriate Village personnel all roll-over and after-hour non-emergency calls to the published Village non-emergency police telephone;
5. Monitor radio traffic and receive and transmit, as appropriate, radio calls from police;

Monitor the fire and EMS talk groups in accordance with established protocols used by the Wood County Fire & EMS Chiefs Standard MARCS Radios when on active runs: the Wood County Fire & EMS Chiefs Standard MARCS Radios

Maintain all generated or created by the Sheriff's computer-aided dispatch or records management system, create and maintain all necessary records and logs related to call activity, dispatch services and response, and permit the Village at all times to access and use such information.

##### B. Equipment

1. Provide, operate and maintain all hardware, software, phone and other transmission systems, radio and other equipment required to provide dispatch and communications services for Village's police, fire, and EMS services;
2. Update Communications equipment, computer and software systems, dispatch procedures and capabilities as required by law and as otherwise reasonably required to perform the dispatch services in a prompt, efficient and professional manner.

**C. Personnel**

Hire, supervise, establish standards of performance, train, discipline, and perform all other duties relating to dispatch personnel and their delivery of services under this Agreement.

**III. VILLAGE'S RESPONSIBILITIES**

The Village agrees to:

- A.** Use Sheriff's established police, fire and EMS protocols related to dispatching. Use Buckeye State Sheriff's Association Radio codes and signals.
- B.** Pay the actual costs and user fees to acquire, install, operate, and maintain all hardware, software, phone and other transmission systems, radio, computers, MDT's and other equipment, telephone line charges and radio user fees that are required specifically for Village to receive police, fire and EMS dispatch and communications services from the Sheriff.
- C.** Retain ownership of all equipment provided by the Village during and after the term of this Agreement.
- D.** Provide comments to the Sheriff concerning the performance of dispatch and communications personnel performing services under the terms of this Agreement.
- E.** Use auto phone attendant for current nine-digit village police number

**F. TERM OF THE CONTRACT**

- G.** The Sheriff agrees to provide dispatch services on a twenty-four (24) hour per day, seven (7) days per week basis, commencing on March 4, 2026, unless dispatch services commence earlier pursuant to the Early Commencement provision of this Agreement, and terminating at 12:59 PM on December 31, 2030, unless earlier terminated in accordance with Section VIII.
- H.** Early Commencement for Continuity of Services  
Notwithstanding the March 4, 2026 commencement date, if the Village is unable to maintain police, fire, or emergency medical dispatch services due to staffing unavailability, resignation, walkout, system failure, or other emergency circumstances threatening continuity of public safety communications, dispatch services under this Agreement may commence earlier upon written authorization of the Mayor or Village Administrator.

**IV. COMPENSATION FOR SERVICES**

Compensation and invoicing under this Section shall commence only upon the Sheriff's actual assumption of live dispatch operations for the Village. In consideration for the dispatch and communication services provided to the Village, the Village agrees to pay the Sheriff as follows:

- A.** One-time start up fees and expenses charged at actual costs based upon CentralSquare and other vendor software applications and design features selected by Village within 30 days of receipt of an itemized invoice from the Sheriff.
- B.** Annual CentralSquare and other vendor software maintenance fees and expenses charged at actual costs based upon CentralSquare and other vendor software applications and communications design features selected by Village within 30 days of receipt of itemized invoice from the Sheriff.
- C.** Personnel costs for (1) Sheriff's Dispatcher II as set forth in Appendix A, attached hereto and incorporated as if fully rewritten herein. Appendix A may be revised to increase or decrease compensation due based on actual increases or decreases in personnel costs per union contract, which shall be effective as of the effective date of the increase or decrease. The Sheriff shall transmit a Revised Appendix A to the Village within 14 days after notice of the increase or decrease. The Sheriff will invoice the Village monthly for such personnel costs and payment is due on the first day of the following month.

**V. MODIFICATION**

No change, modification or amendment of or waiver of any obligation under this Agreement will be enforceable unless set forth in writing and signed by each party.

**VI. ASSIGNMENT**

No party may assign any of its rights, interests, or obligations under this Agreement without obtaining the prior written consent of the other party.

## **VII. TERMINATION**

- A. During the initial term of this Agreement either party may terminate this Agreement in the event that the other party shall default in the performance of its material obligations under this Agreement, and the act of default is not cured within thirty (30) days after the defaulting party receives written notice from the non-defaulting party, which notice shall specify with particularity the claimed act(s) of default and actions reasonably required to cure the claimed default.
- B. Following the initial term of this Agreement either party may terminate this Agreement by providing written notice to the other party at least six (6) months prior to the effective date of termination.
- C. In the event of termination, the compensation payable pursuant to Section V shall be prorated through the effective date of termination.
- D. Notwithstanding expiration or termination of this Agreement for any reason, this Agreement shall survive for the purpose of enforcing the duties and obligations of the respective parties subsequent to such expiration or termination.

## **VIII. CONFLICT RESOLUTION**

- A. During regular business hours the Village should attempt to resolve any problems involving dispatch or communications services by contacting the Sheriff's Communications Lieutenant as soon as possible.
- B. Unresolved or repetitive problems should be referred to the Sheriff's Operations Captain.
- C. Serious problems occurring after-hours that require immediate attention should be referred to the Sheriff's Communications Lieutenant or Communications Director.

## **IX. CONTRACT PERFORMANCE REVIEW**

- A. The parties shall meet upon the request of either party, to discuss the parties' performance under this Agreement and any other matters relating to the provision of dispatch and communications services.
- B. In addition, the Sheriff agrees to meet in advance with the Village to obtain its input on any future decisions regarding the provision of dispatch and communication services that may affect the delivery of such services to the Village.

## **X. RESPONSIBILITY**

Each party agrees to be responsible for its own acts or omissions by and through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgements and costs growing out of such acts or omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

## **XI. INDEPENDENT CONTRACTOR**

The relationship of the parties to this Agreement shall be that of independent contractors. Nothing contained in this Agreement shall constitute or be construed to be or to create a partnership, joint venture, lease or other such relationship between the parties hereto.

## **XII. MUTUAL AGREEMENTS**

This Agreement shall be construed according to its fair meaning and as if prepared by all the parties.

This Agreement shall be binding upon, and the benefits inure to, the parties and their respective successors and permitted assigns.

Except as specifically set for the in this Agreement, none of its provisions are intended by the parties, nor shall they be deemed, to confer any benefit on any person not a party to this Agreement.

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

## **XIII. GOVERNING LAW**

This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Ohio and shall be deemed to have been entered in the State of Ohio.

## **XIV. SEVERABILITY**

If any provision of this Agreement or the application of any provision to any party of circumstance shall be held invalid, illegal or unenforceable, the validity, legality or

enforceability of the other provisions hereof shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

**XV. ENTIRE AGREEMENT**

This Agreement sets forth the entire agreement and understanding of the parties with respect to the matters set forth herein and supersedes any and all prior agreements, arrangements and understandings among the parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the day and year first above written.

**VILLAGE OF NORTH BALTIMORE  
SHERIFF**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WOOD COUNTY**

\_\_\_\_\_  
Sheriff Mark Wasylshyn

**PROSECUTOR**

**WOOD COUNTY COMMISSIONERS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WOOD COUNTY**

\_\_\_\_\_  
Paul Dobson