



**VILLAGE OF NORTH BALTIMORE**  
**Special Council Meeting - February 3rd, 2026 (2/3/26)**

February 03, 2026  
4:30 PM Meeting

**Agenda**

**I. Pledge of Allegiance**

**II. Roll Call**

Mayor Aaron Patterson\_\_\_, Mr. Richmond\_\_\_, Ms. Hefner\_\_\_, Mr. Engard\_\_\_,  
Mr. Sweat\_\_\_, Ms. Beaupry

**III. Approval of Minutes**

**1.** Council Special Meeting - January 6th, 2026 (1/6/26) (Amended)

**IV. Public Discussion on Dispatch (5-min limit)**

**V. Third Reading of Ordinances and Resolutions**

**1.** Resolution NO. 01-2026: A RESOLUTION AUTHORIZING THE MAYOR  
TO EXECUTE A DISPATCH SERVICES AGREEMENT WITH THE WOOD  
COUNTY SHERIFF AND DECLARING AN EMERGENCY

**VI. Vacant Council Seat Applicant Interviews**

**VII. Executive Session:** To consider the appointment, employment, dismissal,  
discipline, promotion, demotion, or compensation of a public employee or  
official under ORC 121.22(G)(1), with potential action to follow

**VIII. Adjournment**



**VILLAGE OF NORTH BALTIMORE  
Special Council Meeting - 1/6/26**

January 06, 2026  
4:45 PM

**Minutes**

**I. Pledge of Allegiance**

**II. Roll Call**

Mayor Aaron Patterson - HERE, Mr. Cook - HERE, Ms. Hefner - HERE, Mr. Engard - HERE, Mr. Sweat - HERE, Ms. Beaupry - HERE

**III. Swearing in of Council Members**

Council members Cook, Hefner, and Beaupry were sworn in.

**IV. Nomination and Appointment of Council Member to Fill One Vacancy**

Ms. Hefner made a motion to appoint Mr. David Richmond as a council member. Seconded by Mr. Cook. All five approved.

**V. Swearing in of Council Member**

Mr. Richmond will be sworn in at the regular council meeting on January 13<sup>th</sup>, 2026 (1/13/2026) at 5:30 PM.

**VI. Nomination and Election of Council President and Seating of Members**

Mr. Engard made a motion to nominate Mr. Richmond as President of Council. Seconded by Mr. Cook.

Ms. Hefner – NO, Mr. Engard – YES, Mr. Sweat – NO, Ms. Beaupry – NO, Mr. Cook – YES. Motion failed.

Ms. Beaupry made a motion to nominate Ms. Hefner as President of Council. Seconded by Mr. Sweat.

Mr. Engard – NO, Mr. Sweat – YES, Ms. Beaupry – YES, Mr. Cook – YES, Ms. Hefner – YES. Motion passed.

Council completed the seating process by randomly drawing seat numbers from a container. The new seating arrangement is as follows: Ms. Beaupry, Ms. Hefner, Mr. Richmond, Mr. Engard, Mr. Cook, Mr. Sweat.

**VII. Public Discussion on Dispatch**

Numerous members of the public shared their opinions and asked questions during the public discussion portion of the meeting.

Mr. John Harden raised concerns about the proposed contract between the Village and the Wood County Sheriff's Department. He questioned sections regarding the length of the initial contract, insurance and benefits, and start-up fees.

Mr. Harden inquired whether there was a police chief for the Village.

Mayor Patterson responded that Chief Lafferty had recently retired and that the Village currently had an acting police chief [Sergeant Broshious].

Mr. Harden stated that Resolution 01-2026 authorized the village administrator, fiscal officer, and police chief [and the Mayor] to implement the Resolution. He questioned how this was possible as there was no police chief.

Mayor Patterson responded that the Resolution was not in effect currently and hoped that a new police chief would be hired prior to a final decision on the contract. If one is not hired by that time, Sergeant Broshious would sign the agreement as acting police chief.

Mr. Harden inquired about Page 5, Section III. "Village's Responsibilities", Item B, on the proposed contract. He asked what the "actual costs and user fees" would amount to.

Mayor Patterson replied that the contract stated that the service would cost \$100,365.70 for the first year and increase a minimum of 3.00% each year for dispatcher wage increases. He added that the increase was due to the unionization of the dispatchers at the county office.

Mr. Harden responded that this was not the same as the user fees he asked about.

Administrator Bender replied that the fees in question would be nominal.

Sheriff Wasylyshyn responded that the fees referred to any costs incurred that were not directly for dispatch services. He provided an example stating that if the phone service the Village utilized added costs for phone call transfers, this would not be paid by his office.

Mr. Harden asked for an estimate of how much this would cost.

Administrator Bender stated that the fees would be very low.

Mayor Patterson stated that even if the Village did not contract dispatch services, these fees would still need to be paid regardless.

Mr. Harden inquired about Page 5, Section IV. "Term of Contract". He asked about the contract dates commencing February 1, 2026, and operating through December 31, 2030. He stated that this would leave a month free.

Sheriff Wasylyshyn responded that the contract would continue in perpetuity, meaning that there would be no gaps in service. He stated that either party could provide a 6-month notice before the termination of a contract to end services.

Mayor Patterson stated that the service dates in the contract would be amended. He added that some details in the contract would likely be revised prior to a final decision.

Mr. Harden inquired about Pages 5 and 6, Section V. "Compensation for Services". He asked if the expense amounts were available for the one-time start up fees and CentralSquare software fees, mentioned in items A and B.

Sheriff Wasylyshyn responded that all 53 first responder entities within Wood County would be utilizing a county-wide records management system, which will be paid by the Wood County Commissioners using American Rescue Plan Act (ARPA) funds. He stated that this system would be beneficial to North Baltimore's fire, police, and EMS departments as they would be able to share information and collaborate with other municipalities. He stated that this would be paid for by the county for 5 years.

Mr. Harden questioned why the clause was in the contract if the program would be paid for by the county.

Sheriff Wasylyshyn stated that this was the standard contract provided to all municipalities that his department has contracted with. He stated that after 5 years, the Village would assume responsibility to pay licensing fees.

Mr. Harden inquired about Item C and Appendix A regarding personnel costs. He asked if Dispatcher II would receive single or family insurance coverage. He stated that the total for the salary and benefits section was incorrect.

Sheriff Wasylyshyn stated that these benefits and insurance rates were negotiated with the Wood County Dispatchers. He stated that the Sheriff's Office normally covers the family plan but that there was not a significant difference between single and family coverage.

Mr. Harden stated that the residents of North Baltimore should be presented with an updated and complete contract prior to a decision being made.

Ms. Becky Walter stated that moving dispatch services to the Wood County Sheriff's Office would be detrimental to North Baltimore. As an EMS employee of the Village, she had observed cases of walk-in medical emergencies at the police station. She felt that having a dispatch employee stationed at the front desk was helpful in these situations.

Phoenix Parsons asked when the discussion regarding dispatch services began, and if the current dispatch employees would be terminated. She also asked if this decision would potentially cause the transfer of other services, such as fire, EMS, and police, in the future.

Mayor Patterson responded that the discussion about transferring services to the county level had taken place several times throughout his tenure as a council member and in his current position. He stated that this particular instance began about three to four months prior and that this was the first public discussion regarding it. He added that decisions regarding employment would be determined by the council. He stated that he could not comment on future decisions that might be made regarding other village services, as it would be too speculative.

Wood County Sheriff Mark Wasylyshyn responded to Ms. Parsons, stating that North Baltimore dispatchers will receive preferred hiring status if they choose to apply.

Mr. Brandon Burks asked if residents can obtain access to current expenditures for North Baltimore dispatch. He also asked Sheriff Wasylyshyn to confirm that the "fact-finding" stage of negotiations was still occurring for county dispatcher wage increases, and that the hourly rate of \$29.35 cited in the documents might be higher in 2026.

Mayor Patterson responded that the 2025 actual budget was available, as well as the anticipated budget for 2026, which is \$243,000.00.

Sheriff Wasylyshyn confirmed Mr. Burks' statement and speculated that a minimum of 3% wage increase would occur pending negotiations.

Paige Cotterman asked who would be stationed at the front desk of the police department should an emergency occur, such as an "after hours" water break or a concern with streets. She also inquired about when the dispatchers had been informed about the potential transfer of services to the county. She felt that the notification process was inadequate and that in-person meetings with dispatchers should have been conducted. She stated that dispatchers had found out through social media.

Administrator Bender stated that dispatchers did not find out through social media.

Mayor Patterson responded to Ms. Cotterman, stating that a system will be put in place for walk-in emergencies and after-hour non-emergency calls if the resolution is passed. He added that Denise Shupe, the dispatch supervisor, had been informed on Friday about the public discussion and was instructed to send a text message to all current dispatch employees. He stated that no decision had been made regarding the resolution yet and that affected employees had been informed so they could share their thoughts at the meeting.

Ms. Hefner responded to Ms. Cotterman, stating that council had discussed holding an in-person meeting with the dispatchers. She added that she had requested to be present at this meeting. She was unsure why the meeting was not held rather than the text message that had been sent. She apologized to the dispatchers.

Mr. Terrance Clark, a North Baltimore dispatch employee, asked what the benefits of transferring dispatch services to the county would be.

Mayor Patterson responded that benefits included more comprehensive training for county dispatchers, a “ping” system that helps emergency responders locate callers, and options to text 911. He stated that the cost for North Baltimore dispatch to update their technology would be high, and that it would not be on par with the services offered through the Sheriff’s Office. He acknowledged that the training for North Baltimore dispatchers needs improvement and stated that this was not the fault of any dispatch employees.

Sheriff Wasylyshyn provided additional information. He shared that employees in his office were the only emergency medical dispatchers in the county, which certifies them to provide medical guidance over the phone in emergency situations such as choking or giving birth. He added that the Sheriff’s Office has handled EMS and fire dispatching for the Village for over 15 years. He felt that emergency response times could be faster if police dispatch were transferred to his office. Currently, police emergency calls are routed to his office and then transferred to North Baltimore’s dispatch, resulting in additional time on the phone.

Ms. Lisa Kruse, a North Baltimore Dispatch employee, stated that several of her prepared statements had been shared by other residents. She shared a list of responsibilities that the dispatch employees carry out, other than emergency calls. This included: water bills, streetlights, downed power lines, public records requests, traffic citation filing, emergency text updates for residents, document notarization, and update address records. Ms. Kruse recounted an incident in which she had a walk-in emergency from a resident who had been cut by glass on Main Street. She asked for clarification on what the procedure for emergency walk-ins, such as children and women running from an abductor will be.

Mayor Patterson said that an emergency lobby phone would likely be installed for cases such as this, but an official procedure was not yet determined.

Sheriff Wasylyshyn stated that several municipalities, such as Rossford, have installed red emergency phones that immediately connect walk-ins to emergency services. The phone is paired with a video camera and door buzzers.

Ms. Kruse stated that this system would delay responses from EMS or police officers in emergency walk-in situations.

Administrator Bender asked Ms. Kruse if a walk-in situation where someone was being chased had occurred before.

Louann Swayne, a North Baltimore Dispatch employee, confirmed that this had occurred before by shaking her head “yes”.

Ms. Kruse stated that she had been told that the dispatchers were “incompetent” and refuted this, adding that they were all trainable. When asked by Mayor Patterson if this was said to her by a Village employee, she said it was not.

She stated that the dispatch employees had been instructed to obtain their LEADS certification by December 20, 2025, to be employed. She stated that this had been a stressor for the team and was disappointed to be told after this process that Resolution No. 01-2026 was being considered. She did not approve of the emergency clause being added to Resolution No. 01-2026. She closed her remarks by stating that she loved her job, had been in her position for five years, and did not want to leave.

Mayor Patterson thanked her for her remarks and stated that he did not agree with the emergency clause.

Mr. Cook stated that a lot of rumors had circulated regarding Resolution No. 01-2026 and thanked Administrator Bender and Mayor Patterson for obtaining as much information as possible regarding the proposal. He added that he didn’t approve of the remark Ms. Kruse had received and did not think that North Baltimore Dispatch employees were untrainable or incompetent.

Mr. Alan Jordan questioned why a meeting had been held privately [regarding Resolution 01-2026]. He inquired if council members’ votes were public.

Mayor Patterson stated that a meeting had not been held privately, and that conducting official votes privately would be illegal. He provided information on the requirements for public meetings and executive sessions. He stated that voting records were public records and could be viewed by attending meetings or reading official meeting minutes.

Administrator Bender stated that the meeting minutes are supplied by the Clerk of Council, Mr. Mason Davis.

Ms. Denise Shupe, the supervisor for the North Baltimore Dispatch employees, stated that the employees had not been informed of the public meeting until 3:30 PM on Friday, January 2<sup>nd</sup> (01/02/2026), after a Facebook post had been made on the official Village account.

Administrator Bender refuted this statement, sharing screenshots of a text thread between the dispatch employees. The thread displayed that the initial notification was sent to employees at 2:53 PM that day. This preceded the Facebook post, which was published at 3:36 PM.

Ms. Shupe shared her experience as a Village dispatcher for over 25 years. She recounted that dispatch services used to be handled through an external answering service but were taken over by the Village. She stated that training was often rushed for dispatchers due to concerns about overtime accumulation. She stated that this had occurred recently when training Mr. Clark, and that she had been instructed to end his training after two weeks. When asked by Mayor Patterson for an estimate of a proper training period, she responded that six months was the expectation.

Mayor Patterson responded that he had not given a directive to end training prematurely, and that this was not an adequate length of time for employee training. He stated that if dispatch services remain in the Village that training would be prioritized. He reiterated that previous training issues were not the fault of any dispatch employees.

Ms. Shupe closed her remarks by stating that dispatchers were helpful to residents of North Baltimore. She added that their presence in the police station

allows residents to voice their opinions and allow for deescalation. She stated that residents would not have the ability to speak with them during walk-in emergencies if services were transferred.

Mr. Larry Bateson, a former North Baltimore Police Officer, stated that the Village dispatch services were vital to their work. He stated that the dispatcher training had been two weeks in length since he was an officer. He stated that the Village would not be able to match what the Sheriff's Department could offer for dispatch services, and that this would be a decision for council. He added that it would be ideal to see an arrangement that would allow dispatchers to stay within the Village while also receiving resources from the Sheriff's Office.

Mayor Patterson made final remarks, stating that regardless of how Council decides to proceed with Resolution No. 01-2026, changes needed to be made. If dispatch services remain in the Village, he stated that improved training and equipment would be necessary. He did not want to lose any employees at the Village.

Ms. Becky Walter stated that the emergency clause on Resolution No. 01-2026, as well as its being published before a public discussion took place, had contributed to members of the public feeling upset. She encouraged members of Council to hear the concerns that were raised during the meeting and consider the desires of the residents.

**VIII. New Legislation**

- 1. Resolution No. 01-2026: A Resolution Authorizing the Mayor to Enter Into and Execute a Dispatch Services Agreement with the Wood County Sheriff and Declaring an Emergency (1st Reading)

**IX. Adjournment**

Mr. Cook made a motion to adjourn the meeting. Seconded by Ms. Hefner. All five approved.

**Approved:**

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

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

**Paul Skaff, Attorney**

\_\_\_\_\_  
**Dee Hefner, Pres of Council**

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