

Agreement for Provision of Public Service Communication

THIS AGREEMENT, is made this day of _____, 20____, by and between the **Board of County Commissioners, Clermont County, Ohio**, hereinafter referred to as "County" whose address is 101 East Main Street, Batavia, Ohio 45103, and _____, whose address is _____, hereinafter referred to as "Local Government" pursuant to the laws of the State of Ohio including Section 307.15 of the Ohio Revised Code and the Rules and Regulations of the Federal Communications Commission where jurisdiction of that Commission is appropriate:

WHEREAS, County has been licensed by the Federal Communications Commission for broadcast of certain public service and emergency communications pursuant to part 90.175 of the FCC Rules and Regulations; and

WHEREAS, Local Government is authorized and eligible to be a licensee in the police/fire/local government/and special emergency radio service under said Rules and Regulations; and

WHEREAS, County and Local Government desire to share the County's license in order to provide uniformity in service and broad form coverage on a county-wide basis of such communications;

NOW, THEREFORE, in consideration of the payment for services as provided herein, and the mutual covenants, conditions and exchange of services contemplated by this Agreement, the parties hereby agree as follows:

I. Services Provided by the County

The County shall be in control of the base station and use of all related equipment and facilities and shall be the appointing authority and responsible for supervision and control of the designated employees of the County working at the Communication Center. Local Government shall use mobile stations and all related facilities or equipment only in accordance with this Agreement and with the permission of and under the direct supervision and control of the County, its designated officers and employees. Employees of Local Government will not be considered employees of the County.

A. County shall provide the following services:

1. Public Safety Answering Point (PSAP) services to include E-911 telephone answering, call relay, call transfer services.
2. Radio Dispatching Services for Ohio Highway Patrol, Sheriff, police, fire, life squad or other purposes.
3. Non-Emergency telephone answering services for police, fire and life squad purposes, to include message taking, message relay, message dispatch, call relay, and call transfer services.
4. County shall supply Reports of Departmental Activity within the formats and capabilities of County systems and equipment which shall be provided upon reasonable request, but not more frequently than once monthly.

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5. County shall supply tape recordings or written transcripts of critical events upon reasonable notice and in reasonable quantities, reserving the right to charge for these expenses as appropriate. The provision of such information shall be limited to the extent that reports shall be provided for events involving civil litigation or criminal prosecution or where a department wishes to review an event for procedural errors or questionable situations or for internal investigations of the Local Government.
6. Access to information from Ohio LEADS Network and the NCIC System.
 - a. LEADS Warrant services to include, warrant entry, warrant confirmation, warrant modification, and warrant removal.
 - b. LEADS end user training required by Ohio LEADS control.
 - c. LEADS printouts for designated inquiries.

II. Responsibilities of Local Government:

The Local Government shall use the mobile stations and all related facilities and transmissions in accordance with the Rules and Regulations of the County and the FCC and with the permission of the County and in accordance with this Agreement. Local Government specifically agrees as follows:

- A. To operate all mobile and portable stations and related equipment in the manner prescribed by the FCC, and the SOP's of the Clermont County Communications Center.
- B. Abide by all rules and regulations, and SOP's promulgated by the Clermont County Communications Center.
- C. To provide all requested information necessary to the efficient operation of the Communications system.
- D. To enter into an Ohio LEADS non-terminal agency user agreement.
- E. To abide by all rules and regulations promulgated by Ohio LEADS control and the Federal NCIC system.
- F. To assist in the investigation, correction and if appropriate, prosecution of Local Government employees or others for violations of FCC rules, Federal NCIC rules, Ohio LEADS rules, or Communications Center Policies.
- G. To pay County for services rendered, at the rate determined by County pursuant to the following provisions:
 1. The current table of charges is detailed in Addendum One to this agreement.
 2. Annually, not later than July 1st, the County shall determine and designate the rates to be charged for services, effective beginning January 1st of the following year.
 3. Provide all portable and mobile equipment it deems necessary for its departments. All such equipment shall be compatible with systems operated by the Clermont County Communications Center.

III. Definition of a Service Unit:

For purposes of this Agreement and the schedule of charges attached as Addendum No. 1, a unit of service shall be defined as a "detail".

- A. A detail is defined as a service performed and a subsequent document or record generated as the result of any request for service made to the fire, police, Sheriff or life squad departments serving the Local Government's jurisdiction.

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1. In the event that multiple departments are dispatched to a call for service, only the Local Government having primary responsibility or jurisdiction for the detail will be billed for that detail.
2. All law enforcement calls and traffic accident calls will be billed to the police, sheriff's department or highway patrol, as appropriate.
3. All calls for service involved in fires or suspected fires or other life or property threatening conditions not of the law enforcement nature, nor requiring medical attention and involving structures, unimproved property or vehicles not involved in the traffic accident, will be billed to the Local Government which has a Contract for fire protection services or in the event of a department operated by the Local Government to the Local Government itself. The Local Government agrees to include in its contractual arrangements for fire or emergency medical services a provision requiring the private non-profit provider to abide by the terms of this provision.
4. All calls for medical assistance, not resulting from fire or suspected fire or other life or property threatening conditions not of a law enforcement nature will be billed to the appropriate Local Government contracting for such services and the same conditions as the immediately preceding paragraph shall apply.
5. Dispatching of the Local Government unit for purposes of providing mutual aid or assistance to another jurisdiction will not be billed as a detail to the unit leaving its jurisdiction for mutual aid purposes.

IV. Billing Dispute Resolution Process:

Should Local Government disagree with any detail for which it has been or will be billed, the following procedure shall be followed:

- A. Step One
Local Government shall notify the Director of the Communications Center, in writing, of any disagreements concerning charges for services rendered. A list of the disputed details and some identifying characteristic (such as the detail number) shall be provided for this review. He shall investigate and attempt to resolve the disagreement, notifying Local Government, in writing, of the findings. Local Government shall make timely payment for charges it does not dispute.
- B. Step Two
 1. If the issue is not resolved to the Local Government's satisfaction in Step One, the Local Government may present their disagreement, in writing, to the Communications Advisory Board. An independent committee of that body shall review the complaint and make a recommendation to the Local Government for the resolution of the disagreement. The decision of the Communications Advisory Board shall be final and binding on the Local Government and the County.
 2. The County may also present unresolved issues of non-payment or incomplete payment to the Communications Advisory Board, should Local Government fail to follow the steps for resolution as outlined above. The decision of the Communications Advisory Board shall be final and binding on the Local Government and the County.
- C. In the event that the resolution of any disputed amount in accordance with the provisions of this section of the Agreement are not successful, this Contract shall terminate on December 31st of that year.

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V. Term of Agreement:

This agreement shall be effective for a period of one year from the date of its execution by the respective governing bodies of the contracting authorities. The Agreement shall be construed to automatically renew for annual periods unless the revised table of charges for services rendered to be provided to the Local Government authority is rejected by the Local Government authority, and as provided in this Agreement. Upon receipt of the revised table of charges in July of each year, Local Government shall notify the County of acceptance or rejection of the charges within thirty (30) days of receipt.

- A. This Agreement may be terminated by either party with or without cause upon providing written notice to the other party at the address set forth in the introduction of this Agreement providing that the Agreement shall automatically terminate ninety (90) days after receipt of such notice of intent to terminate. Local Government shall remain liable for any outstanding charges through the termination date.

VI. General Provisions:

- A. Time is declared to be specifically the essence of this Agreement.
- B. This Agreement is for personal services of police, fire and emergency communications and will not be assigned by either party without the express written consent of the other party which consent will not be unreasonably withheld.
- C. This is the entire Agreement between the parties and there are no verbal representations, understandings, stipulations, agreements or promises pertaining to this Agreement unless expressly mentioned herein. Likewise, this Agreement may not be altered, waived, amended or extended except by an instrument in writing signed by both parties.
- D. This instrument shall be interpreted and governed by the laws of the State of Ohio.

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IN WITNESS WHEREOF, the parties have hereunto executed this Agreement by their respective governing bodies with the intent to be legally bound thereby.

**COUNTY:
BOARD OF COMMISSIONERS,
CLERMONT COUNTY, OHIO**

LOCAL GOVERNMENT:

By:

ATTEST:

ATTEST:

Judith Kocica, Clerk

Clerk

This Instrument Prepared By The
Office Of The Prosecuting Attorney
Of Clermont County, Ohio

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ADDENDUM NO. 1

Table Of Charges For Services Rendered:

CHARGES TO LOCAL GOVERNMENTS:

\$3.52 for each detail charged to Local Government, effective 1/1/94 for services rendered from 1/1/92 to and including 12/31/92.

CHARGES TO OTHER GOVERNMENT AGENCIES AND/OR NON-PROFIT AGENCIES:

\$1,000 minimum annual contract fee and \$3.52 for each detail charged to the agency, effective 1/1/94, for services rendered beginning 1/1/94 and ending 12/31/94.

CHARGES TO PRIVATELY OWNED ALARM COMPANIES:

\$10.00 per month for each account terminated and monitored at the Clermont County Communications Center, effective 1/1/94, for services rendered beginning 1/1/94 and ending 12/31/94.

CHARGES TO FOR PROFIT BUSINESSES OR AGENCIES:

\$1,000 minimum annual contract fee and \$3.52 for each detail charged to the agency, effective 1/1/94, for services rendered beginning 1/1/94 and ending 12/31/94.