

## **INTERLOCAL AGREEMENT**

### **Fire Dispatch Service**

WHEREAS, the Upshur County Sheriff's Office is the primary PSAP (Public Safety Answering Points) for 911 calls in Upshur County and is responsible for receiving 911 calls and processing those calls according to a specific operating policy.

WHEREAS, the Upshur County Sheriff's Office will provide dispatch services for Upshur County Emergency Services District #1 (ESD #1) located in Upshur County and will continually work together with these agencies to provide fire service response for calls of service from the 911 phone service and other phone services, and

WHEREAS, the Upshur County Sheriff's Office and ESD #1 in Upshur County will provide each other fire service support as needed and during critical incidents while continuously working together to provide the best possible emergency services and response for the citizens we serve;

### **IT IS THEREFORE AGREED:**

#### **Fire Dispatch Service**

The Upshur County Sheriff's Office agrees to dispatch all county (municipal/rural) fire departments of ESD #1 to calls for service or requests for Fire services beginning October 1, 2025 and ending September 30, 2026, unless sooner terminated pursuant to this agreement.

Radio dispatching for the Upshur County (municipal/rural) fire departments by the Upshur County Sheriff's Office will be done on the designated fire radio channel.

The Upshur County Sheriff's Office will notify ESD #1 fire departments who are connected to the CAD (computer aided dispatching) system computer software which has been funded by the ESD #1.

The Upshur County Sheriff's Office will dispatch the call for service as soon as adequate information to properly dispatch the call for service is received.

The Upshur County Sheriff's Office will provide dispatchers for the service of dispatching and they will be under the direct supervision of the Upshur County Sheriff's Office.

ESD #1 will maintain and provide a current list of CAD users, and each will have dual entry passwords to enter and use the CAD system through the county network.

Upshur County will not accept any liability and will not be held accountable for the conduct of the Upshur County Fire Departments in answering calls for service and will be concerned only with acting in the capacity of dispatching calls for services to the county fire units. Upshur County will not be responsible for any liability arising out of any incident in connection with fire services rendered by any Upshur County Fire Department in their jurisdiction(s).

It will be the responsibility of the county fire departments to keep the Upshur County Sheriff's Office Communications Center informed by acknowledging the following information: on scene, control time (only from the IC), clearing the scene, unit availability, location(s) and service status, back in quarters.

Any complaints with reference to the Upshur County Sheriff's Office dispatching/dispatchers will be submitted in writing to the ESD #1 Board Members for review and possible corrective actions. The concern will be evaluated and discussed with the Upshur County Sheriff or his representative for a resolution.

In case of an urgent request for a change in procedure or a problem arising out of an emergency nature, the Upshur County Sheriff or his designee shall be contacted by the party so requesting.

In the event of multiple departments operating which creates an increase of radio traffic on the Upshur County Fire Frequency, the Upshur County Sheriff's Office or the Incident Commander on scene can assign the incident to another fire channel and this should be acknowledged immediately by the on scene Incident Commander.

### **Funding**

Upshur County Emergency Services District #1 will provide the total cost of any equipment needed or replacement of equipment to fulfill the fire dispatching service provided by this agreement.

Upshur County Emergency Services District #1 will provide the total cost of providing the dispatching service at \$36,000 per year. The total amount will be paid by the Upshur County Emergency Services District #1 to Upshur County monthly, which is \$3000. These dispatching funds are paid to Upshur County and shall be specifically earmarked for that service.

Upshur County or Upshur County Sheriff's Office will provide the participating Agency with any changes to the annual recurring cost for the following years by April 1 of each year. The new amount will go into effect on October 1 of that year.

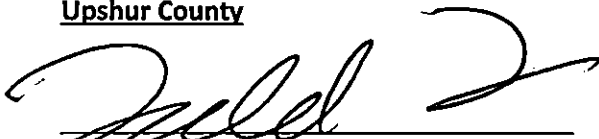
The Upshur County Sheriff's Office will provide Fire Dispatch and Mobile CAD training to each of the participating Agency users and Dispatchers. The Upshur County Sheriff's Office will provide each agency's user a user name and password to access the Mobile CAD system.

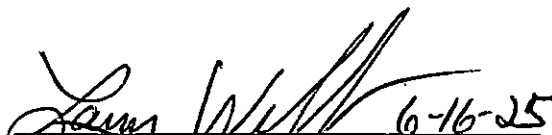
### **Duration of Agreement**


This agreement shall be in force unless either party informs the other in writing of intent to withdraw from this agreement. In the event that either party chooses to withdraw from this agreement, that party shall notify the other party at least 90 days in advance of termination. Any misuse of the Mobile CAD system, information access by the Mobile CAD system, or computer security protocols will result in the user being denied access to the Mobile CAD system by the Upshur County Sheriff's Office. The Upshur County Sheriff's Office will notify the participating Agency which User was denied access and the reason for the access denial. Both parties agree to work in good faith together in the administration of this agreement.

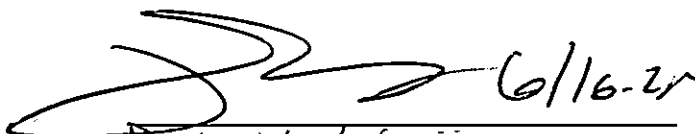
Signature Page of Agreement


Upshur County


  
\_\_\_\_\_  
Todd Tefteller Date  
Upshur County Judge

  
\_\_\_\_\_  
Larry Webb Date  
Upshur County Sheriff

  
\_\_\_\_\_  
Gene Dollie Date  
Commissioner PCT #1

  
\_\_\_\_\_  
Dustin Nicholson Date  
Commissioner PCT #2

  
\_\_\_\_\_  
Michael Ashley Date  
Commissioner PCT #3

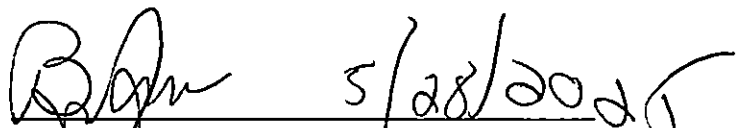
  
\_\_\_\_\_  
Jay Miller Date  
Commissioner PCT #4

Upshur County Emergency District #1

  
\_\_\_\_\_  
Keny Smith Date  
President

  
\_\_\_\_\_  
S.H.D. Mill Date  
Vice President

  
\_\_\_\_\_  
[unintelligible] Date  
Secretary/ Treasurer

  
\_\_\_\_\_  
[unintelligible] Date  
Treasurer/ Secretary

  
\_\_\_\_\_  
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