

**AGREEMENT EFFECTIVE JANUARY 1, 2021 FOR PROVISION OF  
COUNTY WIDE EMERGENCY MEDICAL SERVICES BETWEEN THE  
BOARD OF COMMISSIONERS OF LUCAS COUNTY AND THE POLITICAL  
SUBDIVISIONS OF TOLEDO, OREGON, MAUMEE, WHITEHOUSE,  
SYLVANIA TOWNSHIP AND SPRINGFIELD TOWNSHIP.**

THIS AGREEMENT is made pursuant to the provisions of Ohio Revised Code Sections 307.05, 9.60 and 505.44 and is entered into in the County of Lucas Ohio, effective January 1, 2021 by and between the City of Toledo, the City of Oregon, the City of Maumee, the Village of Whitehouse, Sylvania Township and Springfield Township (hereinafter referred to as the “SUBDIVISIONS”) and the Board of County Commissioners of Lucas County (hereinafter referred to as ‘COUNTY”).

WHEREAS, on November 2, 1993 the voters of Lucas County approved the 0.25 percent general fund sales and use tax previously enacted by the Board of Lucas County Commissioners and voluntarily placed by said Board on the ballot. The Board of Lucas County Commissioners by virtue of the passage of said tax is able to fulfill its expressed desire and commitment to operate a county wide emergency medical system; and

WHEREAS, the current contract between Lucas County and the various subdivisions expired on December 31, 2020; and

WHEREAS, the provision of emergency medical communication and paramedic life squad systems in Lucas County is a matter of public health and safety; and

WHEREAS, it is the desire of the COUNTY to continue to improve and refine a system of county wide emergency services to alleviate the threat to the public health and safety; and

WHEREAS, it is the desire of the COUNTY to provide a county wide paramedic service primarily through the public sector.

WHEREAS, it is the desire of the SUBDIVISIONS to provide emergency medical services to the residents of Lucas County in conjunction with Lucas County Emergency Medical Services (EMS) on a coordinated, county wide basis; and

WHEREAS, Sections 307.05, 9.60(C) and 505.44 of the Ohio Revised Code authorize a county to contract with municipal corporations and townships to obtain ambulance, emergency medical, and rescue services upon the authorization of the governing boards of the political subdivisions which are parties to such contract:

NOW, THEREFORE, in consideration of the premises, covenants, and promises contained in this Agreement, the parties hereto agree as follows:

1. Definitions:

- (a) "Paramedic" means an individual who holds a current, valid certificate issued under 4765.30 of the Revised Code and who is authorized to operate under the Lucas County EMS Protocols by the Lucas County EMS Medical Director.
- (b) A Paramedic for Lucas County EMS may do any of the following:
  - i. Perform cardiac monitoring;
  - ii. Perform electrical interventions to support or correct the cardiac function;
  - iii. Perform airway procedures;
  - iv. Perform relief of pneumothorax;
  - v. Administer appropriate drugs and intravenous fluids;
  - vi. Determine triage of adult and pediatric trauma victims;
  - vii. Perform any other emergency medical services; including life support or intensive care techniques, approved pursuant to rules adopted under section 4765.11 of the Revised Code and authorized by the Lucas County EMS Medical Director or authorized by On-Line Medical Control
- (c) "Advanced Life Support Life Squad" or "ALS Life Squad" means an ambulance, furnished by the County, which is capable of transporting two emergency victims on stretchers, providing Advanced Life Support, staffed with a minimum of two Paramedics, as defined in (a)

above, and stocked with medical equipment, supplies and medications as required by the COUNTY (and as approved by the County EMS Medical Director).

2. Scope of Service:

The COUNTY shall plan, develop, and coordinate, in cooperation with SUBDIVISIONS, emergency medical services for the benefit of the whole public of the COUNTY, which shall include:

- (a) A central dispatch system utilizing a microwave and/or radio communications network capable of linking ALS Life Squads, or ambulances or paramedics, with med-channel radios with ability to communicate with hospitals; and
- (b) The appointment and any necessary funding for administrative and support staff including an EMS Manager and a Medical Director, who shall be responsible for establishing protocols and procedures for the coordinated system; and
- (c) The ownership, coordination, and system supervision of COUNTY Advanced Life Support Life Squads.

3. Communications Network:

- (a) The COUNTY shall provide access to the Lucas County Emergency Medical Service (EMS) communications network capable of linking paramedics in a timely manner by radio to participating Lucas County hospital's emergency departments in order to allow for medical communications in emergency medical situations. The COUNTY shall also provide a ten digit telephone number and/or 9-1-1 telephone access to an EMS central dispatch center which will receive requests for emergency medical response and dispatch the appropriate ALS Life Squad or cause to be dispatched other emergency medical response units.
- (b) Each SUBDIVISION shall operate the radio system supplied by the COUNTY according to FCC and COUNTY regulations and requirements for radio operation and squad-to-hospital communications. Each SUBDIVISION shall use the COUNTY supplied radio system for emergency communications with County Dispatch and Medical Control. The COUNTY shall provide for the maintenance and repair and reasonable replacement of communications equipment and all other such hardware items as may be necessary for a COUNTY Advanced Life Support Life Squad, ambulance and hospital-to-squad and squad-to-hospital communications.

- (c) SUBDIVISION agrees, if it is operating an enhanced Lucas County 9-1-1 computer terminal, to fully enter information from any emergency medical call it receives into the networked Lucas County 9-1-1 computer aided dispatch (CAD) system and to send the information to Lucas County EMS via the terminal. Additionally, for calls which may possibly need an emergency medical response, SUBDIVISIONS operating an enhanced Lucas County 9-1-1 public service answering point (PSAP), to whom such a call comes, shall transfer information and caller (when the technology is available to do so) to Lucas County EMS dispatch as rapidly as is reasonably possible.

4. ALS Life Squad and Equipment, Standards and Operation – Obligations of COUNTY:

- (a) For good and valuable consideration, the receipt of which is hereby acknowledged, the COUNTY hereby agrees to lease one (1) COUNTY Advanced Life Support Life Squad to each SUBDIVISION, except the City of Toledo, to which the COUNTY will lease a minimum of five (5) County Advanced Life Support Life Squads, in payment for which the SUBDIVISION will operate and maintain said COUNTY Advanced Life Support Life Squad available or in service, twenty-four hours a day, seven days a week, in compliance with standards, regulations, and requirements established and monitored by the COUNTY.

The Toledo Fire and Rescue Department will operate an additional ALS life squad, hereafter referred to as the 11<sup>th</sup> Life Squad, operating fifteen hours daily from 7:00 a.m. to 10:00 p.m. primarily as a posting vehicle used to fill life squad coverage gaps. The unit will operate, at least initially, out of TFD station 3 and may be posted during operational hours as needed by EMS Dispatch. During hours of non-operation, Toledo Fire and Rescue will provide housing and security for Life Squad 11's vehicle and contents ensuring that the vehicle and med boxes are locked when attendants are not on the premises.

It is possible that during the term of this Agreement one or more additional Advanced Life Support Squads may be added and that such addition(s) may operate for periods of less than twenty-four hours a day. The COUNTY, in consultation with each respective SUBDIVISION, shall determine the best locations for the COUNTY ALS Life Squads. The COUNTY shall compensate each SUBDIVISION according to and to the extent of the amounts provided for in Article Six of the Agreement, for the cost of operating and staffing the same. Payments for any part-time ALS Life Squad shall be pro-rated based on the amounts established pursuant to Article Six of this Agreement. The COUNTY shall secure funds to replace the COUNTY Advanced Life Support Life Squad vehicles, as

needed, and shall provide and replace, as needed, equipment and supplies necessary to operate the COUNTY Advanced Life Support Life Squads. The COUNTY does not, however, accept responsibility for the costs of medications and supplies taken by paramedics from hospitals to replenish supplies used on a patient taken to such hospital.

- (b) The COUNTY shall provide all preventative maintenance, repair and services to the ALS Life Squad vehicles and equipment unless approval for minor repairs or services is obtained by SUBDIVISION from COUNTY.
- (c) The COUNTY shall retain ownership of all vehicles, equipment and supplies provided under the terms of this contract and shall provide appropriate insurance or self-insurance for the same, where such is reasonably necessary as determined by the COUNTY.
- (d) The COUNTY shall establish and monitor compliance with dispatch protocols, medical procedures, treatment protocols, standing orders, triage protocols, transfer protocols and medication lists for equipping and operating Advanced Life Support Life Squads which will be incorporated herein as if fully written and which may be amended from time to time. The COUNTY EMS Medical Director shall monitor compliance with same.
- (e) The COUNTY, at its expense, shall provide a program of mandatory continuing education and training for paramedics, (not to exceed 36 hours per paramedic per year) sufficient to maintain state licensure and requirements established and required by County EMS Medical Director, but the COUNTY shall not be directly responsible for any paramedics wage costs. Subdivision shall cause paramedics to sign up for and attend sessions pursuant to allocation of spaces.

5. ALS Life Squad and Equipment Standards and Operations Obligation of SUBDIVISIONS:

- (a) Each SUBDIVISION shall provide for care, cleanliness and sanitary conditions and operation for all vehicles, equipment and supplies provided by the COUNTY.
- (b) Each SUBDIVISION shall provide for the rapid response of an Advanced Life Support Life Squad to the scene of an emergency as directed by the COUNTY. Each SUBDIVISION shall abide by the dispatch protocols, medical procedures, treatment protocols, standing orders, triage protocols, transfer protocols and medication lists developed by the COUNTY EMS Medical Director and adopted by the COUNTY. Each SUBDIVISION shall at all times staff each COUNTY Advanced Life Support Life Squad with a minimum of

two Paramedics licensed under the Lucas County EMS Medical Director and registered daily with and acknowledged as authorized through Lucas County EMS Dispatch. SUBDIVISIONS shall require all paramedics who are operating under Lucas County EMS Medical Director of Lucas County EMS protocol to have completed all required continuing education and training and daily be registered with Lucas County EMS Dispatch before they may be eligible to perform ALS procedures on a patient as part of the Lucas County EMS system. This registration requirement includes any paramedic under the Lucas County EMS Medical Director's licensure and operating under either Lucas County EMS protocols (or medical direction) who would be operating on a Life Squad or ALS fire vehicle, (including any paramedic supervisor who may perform field ALS procedures).

- (c) Each ALS Life Squad shall be primarily responsible for areas closest to where such squad is housed or located with the exception of Life Squad 11 which will operate primarily as a posting vehicle used to fill life squad coverage gaps by EMS Dispatch. Each squad will move and back up the other various squads as directed by Lucas County EMS Dispatch.
- (d) Each SUBDIVISION shall, as directed by Lucas County EMS Dispatch, assist any rescue unit, ambulance or life squad unit in Lucas County and respond both within and outside Lucas County to mass casualty and/or disaster situations as per mutual aid agreements and pursuant to Lucas County EMS Dispatch direction.
- (e) Each SUBDIVISION shall cooperate with the Lucas County EMS quality assurance program including, but not limited to, submitting properly completed patient report forms on such form(s) as is/are provided for and required by COUNTY and/or by using electronic data collecting equipment, meeting with and working jointly with COUNTY to continually improve the quality of EMS care.
- (f) Each SUBDIVISION agrees to return any and all equipment provided to it by COUNTY for inventory, repair and/or preventative maintenance purposes upon reasonable notification and also upon termination of Agreement or a portion of the Agreement. In addition to any other remedy available at law, failure to return equipment may result in deduction for replacement cost from any amount owed by COUNTY to SUBDIVISION.
- (g) Each respective SUBDIVISION shall be responsible for loss or damage to any equipment attributable to abuse or intentional acts of such SUBDIVISION's employees or agents to the extent COUNTY is not compensated by either insurance or service agreement and/or damage is not attributable to normal wear and tear.

- (h) SUBDIVISIONS agree not to deface, cover up or remove identification and/or inventory markings from any equipment provided to it by COUNTY.
- (i) Each ALS Life Squad may bear a magnetic door shield and designation of the operation SUBDIVISION, which shield shall be in standardized format and placement and be supplied by the SUBDIVISION with cost of magnetizing to be paid by COUNTY. Each ALS Life Squad shall at all times when in service bear the vehicle number identifying the vehicle on all four sides of the vehicle. No additional decals, signs or markings are permitted to be placed on the ALS Life Squads without prior COUNTY approval.
- (j) SUBDIVISIONS shall require paramedics under their employ who work on ALS Life Squads provided by COUNTY to complete all necessary paperwork and follow all necessary hospital emergency department procedures to enable hospital to charge patient for supplies and/or to track usage of such supplies used on such patient by paramedics and restocked out of hospital emergency department or Lucas County EMS supplies.
- (k) Each SUBDIVISION agrees that training, licensing and continuing education of paramedics and any drug licensing for use on ALS Life Squad shall be pursuant to the requirements of the State of Ohio and certified and signed by the Lucas County EMS Medical Director. Each SUBDIVISION shall cooperate in all possible ways to ensure that any of its paramedics who provide patient care under medical protocol of the Lucas County EMS Medical Director shall not operate as a paramedic on the COUNTY ALS Squads unless they have met the current mandatory continuing educational requirements as established by the Lucas County EMS Medical Director.
- (l) No SUBDIVISION shall suffer reduction of payments described in paragraph 6 for failure to operate a COUNTY ALS Life Squad due to failure of equipment, acts of God, war, civil disorder, or any other cause not under the direct control of the SUBDIVISION. This provision is not intended to excuse any SUBDIVISION from failure to operate ALS Life Squad due to failure to provide sufficient staffing.
- (m) SUBDIVISIONS shall require individuals other than fire personnel, patients or patient's family and friends, who ride in the life squad(s) provided under this Agreement, to sign such releases as are developed and furnished or approved by the COUNTY to release COUNTY for liability therefore. Failure of SUBDIVISION's employees to secure COUNTY releases executed by such orders cause SUBDIVISION to assume the risk for any liability caused to said orders.

- (n) To the extent possible, SUBDIVISIONS shall utilize Lucas County Dispatch to coordinate and direct any private ambulance(s) which are to be sent when fire department based squads are not transporting the patient.

6. Payments by COUNTY:

Each SUBDIVISION shall invoice the COUNTY for the preceding quarter for operating costs on or after March 31, June 30, September 30 and December 1, of each contract year. The invoice shall be payable by COUNTY within fifteen (15) days after receipt of proper invoice from SUBDIVISION. The invoices shall first be submitted through the Lucas County EMS Office. (Delivery to the EMS office may occur prior to the invoice date at the discretion of each respective SUBDIVISION). The agreed upon compensation rate for each full time COUNTY Advanced Life Support Life Squad will be \$804,396.14 per annum (\$201,099.03 per quarter) for the calendar year of 2021.

<u>Year</u>	<u>Annual</u>	<u>Quarterly</u>
2021 24 hour LS	\$804,396.14	\$201,099.03
Life Squad #11	502,747.59	125,686.89

7. Records:

- (a) Each SUBDIVISION and the COUNTY shall maintain complete accounting records for costs for EMS services provided and shall, upon request, furnish the party requesting such with statements and such other information as may be reasonably requested.
- (b) Each SUBDIVISION shall require that as a condition of operating as a Lucas County EMS paramedic any such individuals shall adequately perform and completely document the condition, assessment, treatment and disposition of all patients evaluated according to the standards and methods required by Lucas County EMS. The reporting document(s) or equipment necessary to accomplish same shall be supplied by the COUNTY.
- (c) Each SUBDIVISION shall make all reasonable efforts to ensure that any and all individuals who operate any ALS Life Squad leased and/or any substitute vehicles assigned to them be properly licensed, capable of safely operating such vehicle and meet Lucas County insurability requirements.

8. Term of Agreement:



- (a) This Agreement is effective on and after January 1, 2021 and shall continue in force through December 31, 2021 and may be automatically renewed on a quarterly basis by mutual consent.
- (b) Each SUBDIVISION and the COUNTY shall have the privilege, with or without cause, to cancel and annul its participation in this Agreement or amend the number of Life Squads in each subdivision at any time upon ninety (90) days written notice by certified mail.

9. Employees of Subdivisions:

- (a) Paramedics assigned to the Advanced Life Support Life Squad provided to a SUBDIVISION by the COUNTY under this Agreement are and remain employees of that SUBDIVISION for all employment related issues, including but not limited to Worker's Compensation and Unemployment Compensation and are not employees of the COUNTY.
- (b) Pursuant to Section 9.60(E) of the Ohio Revised Code, Chapter 2744 of the Revised Code, insofar as it is applicable to the operation of fire departments, shall apply to each SUBDIVISION and its employees when such employees are rendering service outside the boundaries of the SUBDIVISION pursuant to this Agreement.
- (c) Pursuant to Section 9.60(E) of the Ohio Revised Code, SUBDIVISION employees acting under the terms of this Agreement outside the boundaries of the SUBDIVISION by which they are employed may participate in any pension or indemnification fund established by their employer to the same extent as while acting within the boundaries of the SUBDIVISION, and are entitled to all the rights and benefits of Chapter 4123 of the Revised Code, to the same extent as while performing service within the boundaries of the SUBDIVISION.
- (d) All parties to this Agreement will make all attempts to follow reasonable methods of communication as requested by the other parties. Any such specific requests shall be reduced to writing to help ensure understanding.

10. Miscellaneous Provisions:

- (a) The parties mutually agree to conduct an analysis of the current EMS system and develop a five to ten year strategic plan with the goal of identifying areas of improvement, minimizing redundancy and

optimization of resources. The cost for the analysis will be paid from EMS fund reserves.

- (b) No letter, telegram or communication passing between the parties hereto covering any matter during this contract period, or any plans for any period thereafter, shall be deemed a part of this Agreement. This instrument contains the entire Agreement between the parties as pertains to the operation of COUNTY ALS Life Squad Units, and no statement, promise, or inducement made by any party hereto, which is not contained in this written contract, shall be binding or valid; and this contract may not be enlarged, modified, or altered except by a writing signed by all the parties, endorsed, and attached hereto as an addendum.
- (c) This Agreement shall inure to the benefit of and be binding upon the administrators, assignees and successors of the respective parties hereto.
- (d) Nothing herein shall prevent the COUNTY from contracting with others in relation to emergency medical services.
- (e) The terms and provisions of this lease are severable so that if any terms or provisions are held unenforceable or invalid, the remaining shall nevertheless remain in full force and effect.
- (f) The following shall be addresses and titles for purposes of any required notifications given pursuant to this Agreement.

LUCAS COUNTY EMS  
2144 Monroe Street  
Toledo, OH 43604  
ATTN: Emergency Services Director

CITY OF TOLEDO  
DEPARTMENT OF FIRE AND RESCUE  
545 N. Huron Street  
Toledo, OH 43604  
ATTN: Director

TOWNSHIP OF SYLVANIA  
DEPARTMENT OF FIRE  
8210 W. Sylvania Avenue  
Sylvania, OH 43560  
ATTN: Chief

CITY OF MAUMEE  
DEPARTMENT OF FIRE  
220 Illinois Avenue  
Maumee, OH 43537  
ATTN: Chief

CITY OF OREGON  
DEPARTMENT OF FIRE  
5002 Seaman Rd.  
Oregon, OH 43616  
ATTN: Chief

VILLAGE OF WHITEHOUSE  
DEPARTMENT OF FIRE  
6655 Providence Street  
P.O. Box 2476  
Whitehouse, OH 43571  
ATTN: Chief

SPRINGFIELD TOWNSHIP  
DEPARTMENT OF FIRE  
7617 Angola Rd.  
Holland, OH 43528  
ATTN: Chief

IN WITNESS WHEREOF, the parties have hereunto set their hands by their duly authorized officials.

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Tina Skeldon-Wozniak, Commissioner

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Pete Gerken, Commissioner

\_\_\_\_\_  
John Borell, Prosecutor's Office

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gary Byers, Commissioner

\_\_\_\_\_  
Date

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Dennis Cole, Director of Emergency Services

\_\_\_\_\_  
Date

**CITY OF TOLEDO**

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Mayor Wade Kapszukiewicz

APPROVED AS TO CONTENT:

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Brian Byrd, Fire Chief

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Date

APPROVED AS TO FORM:

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Dale Emch, Law Director

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Date

**CITY OF OREGON**

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Mayor Michael Seferian

APPROVED AS TO CONTENT:

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Dennis Hartman, Fire Chief

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Date

APPROVED AS TO FORM:

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Melissa Purpura, Esq.  
Law Director

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Date

**CITY OF MAUMEE**

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Mayor Richard Carr

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Date

APPROVED AS TO CONTENT:

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Brandon Loboschefski, Fire Chief

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Date

APPROVED AS TO FORM:

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Beth Tischler, Law Director

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Date

**VILLAGE OF WHITEHOUSE:**

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Mayor Donald Atkinson

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Date

**APPROVED AS TO CONTENT:**

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Joshua Hartbarger, Fire Chief

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Date

**APPROVED AS TO FORM:**

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Kevin Heban, Solicitor

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Date



**SYLVANIA TOWNSHIP:**

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John Jennewine, Trustee

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Date

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Neal Mahoney, Trustee

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Date

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John Crandall, Trustee

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Date

APPROVED AS TO CONTENT:

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Michael Ramm, Fire Chief

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Date

**SPRINGFIELD TOWNSHIP:**

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Robert Bethel, Trustee

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Date

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Andrew Glenn, Trustee

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Date

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Tom Anderson, Jr., Trustee

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Date

APPROVED AS TO CONTENT:

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Barry Cousino, Fire Chief

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Date