

**RESOLUTION APPROVING CONTRACT WITH RAVE MOBILE SAFETY FOR PUBLIC NOTIFICATION,
EMA**

WHEREAS, Mike Fitchet, Director of the Emergency Management Agency has presented a Contract for the approval of the Board, to-wit:

Provider: RAVE Mobile Safety, 492 Old Connecticut Path, Framingham, Massachusetts 01701

Scope: Public Notification System

Cost: **Not to Exceed, \$6,495.00**

Term: Retroactive to July 1, 2022 and terminating June 30, 2023; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Contract noted above is approved in accordance with the copy now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2022-404

September 13, 2022

**APPROVING CONTRACT WITH RAVE MOBILE SAFETY FOR PUBLIC
NOTIFICATION SYSTEM, EMA**

Upon the motion of Casey R. Kozlowski, seconded by Kathryn L. Whittington.

VOTE:

J.P. Ducro IV	Aye
Casey R. Kozlowski	Aye
Kathryn L. Whittington	Aye

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

AMENDMENT

This Amendment to the Agreement between Rave Wireless, Inc. d/b/a Rave Mobile Safety (“Provider”) and Ashtabula County (“County”) dated August 1, 2022, is entered into this 24th of August, 2022. The Parties agree to amend the Agreement by incorporating the following provisions:

1. County’s total liability under this Agreement shall be limited to the amount set forth in the Auditor’s certificate accompanying this Agreement. Under no circumstances shall the elected officials, officers, employees, or agents of the County be personally liable for any obligations or claims arising out of or related to this Agreement. No Change Order to the Agreement shall be effective against the County without a new Auditor’s certificate.

2. County shall be under no obligation to defend, indemnify or hold harmless Provider or any representative of Provider.

3. All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the parties shall be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of Ashtabula County, Ohio, and each party hereby expressly consents to the jurisdiction of such court. This provision does not prohibit the parties from seeking arbitration or mediation before litigation provided that such arbitration or mediation occurs in Ashtabula County.

In the case of any conflict or ambiguity between the terms of this Amendment and the terms in the Agreement, the terms of this Amendment shall take precedence. All other terms of the Agreement remain in full force and effect.

Agreed upon and accepted by:

RAVE WIRELESS INC. D/B/A RAVE MOBILE SAFETY:

Signature: 

Print Name: William C. Price

Title: CFO



Customer Acceptance Form

Order #: Q-03754
 Date: 8/1/2022
 Expires On: 10/1/2022

492 Old Connecticut Path
 Framingham, Massachusetts 01701
 Phone: (508) 532-8953
 Email:

Ship To
 Ashland County, OH ("Customer")
 Tim D. Settles
 25 West Jefferson St.
 Jefferson, Ohio 44047
 United States
 (440) 576-3409
 TOSettles@ashlandcounty.us

Bill To
 Ashland County, OH
 25 West Jefferson St.
 Jefferson, Ohio 44047
 United States

INITIAL LICENSE TERM:	July 1, 2022 – June 30, 2023
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Annual License Fees

Product Description	Unit	Qty	Annual License Fee
Rave Alert for Public Safety (Replacing Swift911) - Voice Add-On Module - Premium SMS Messaging - Social Media Integration - CAP Inbound/outbound - Geopolling - SMS Opt-In - Inbound 800 Service - Smart Loader - Loaded Landlines - Conference Blast - Rave Prepare - IPAWS	Population	97,241	USD 6,495.00
Annual License Fees TOTAL:			USD 6,495.00

Professional Services Fees

One-Time Service Description	One-Time Fee	
	USD 0.00	
Professional Services Fees TOTAL:		USD 0.00

TOTAL FEES:	# of Months	Cost Per Year	Total Contract
Annual Fees:	12	USD 6,495.00	USD 6,495.00
One-Time Fees (Set Up & Integration):			USD 0.00
Total Fees:			USD 6,495.00

Invoiced Separately:	USD 6,495.00
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*The \$6,495.00 is for the period of July 1, 2022 – June 30, 2023 which includes the transition from Swift911 to Rave Alert

Signature Page

Agreement Title: Amendment to the Agreement between Rave Mobile
and Ashtabula County ("County") dated August 1, 2022

Approved as to Legal Form Only:

By: 

Colleen M. O'Toole,
Ashtabula County Prosecutor

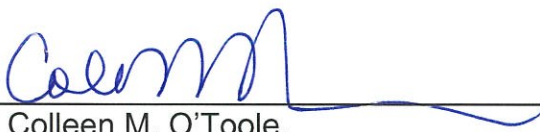
Contact: Lisa Hawkins, Clerk

Dated: 8/31, 2022

Signature Page

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Approved as to Legal Form Only:

By: 
Colleen M. O'Toole,
Ashtabula County Prosecutor

Contact: Lisa Hawkins, Clerk

Dated: 8/31, 2022



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Order #: Q-03754
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 Expires On: 10/1/2022

492 Old Connecticut Path
 Framingham, Massachusetts 01701
 Phone: (508) 532-8953
 Email:

Ship To
 Ashtabula County, OH ("Customer")
 Tim D. Settles
 25 West Jefferson St.
 Jefferson, Ohio 44047
 United States
 (440) 576-3409
TDSettles@ashtabulacounty.us

Bill To
 Ashtabula County, OH
 25 West Jefferson St.
 Jefferson, Ohio 44047
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INITIAL LICENSE TERM:	July 1, 2022 – June 30, 2023
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Professional Services Fees TOTAL:	
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SMS/TEXT AND VOICE MESSAGE FEES

Licensing of the SMS and/or Voice notification mode includes unlimited usage for emergency communications as defined by the telecommunication industry and published at <https://www.getrave.com/help/nw/EmergencyDefinition.action>. There are no per-use fees for Email, Social Media, App Push, RSS, or Outbound CAP modes regardless of the message content. SMS and/or Voice usage incurred to deliver non-emergency communications is subject to usage-based fees.

Any non-emergency SMS messages or voice messages sent in excess of quantities purchased on this or another Customer Acceptance Form, will be subject to per message fees which are billed quarterly in arrears at \$0.03 per SMS message and \$0.08 per Voice Minute. This voice message fee applies to non-emergency voice calls made within and to the contiguous continental United States. International and long-distance rates may apply for all other voice calls. Rave reserves the right to audit Customer's usage for compliance with message quantities purchased and used.

Rave's ability to send non-emergency SMS messages on the Customer's behalf is subject to message volume and message delivery rate caps established and enforced by telecommunications carriers. Customer is obligated to abide by the telecommunications policies related to the use of SMS messaging. Failure to abide by SMS messaging policies may result in the telecommunications carriers limiting Customers' overall SMS message volume, reducing message throughput, or revoking the Customer's ability to send SMS messages. Such action by a telecommunications carrier would not alter Customer's obligations to Rave under any agreement (including an order) between Customer and Rave for the provision of Rave Services.

ACCEPTANCE

Please sign and date this Customer Acceptance Form to indicate your acceptance of this proposal as an authorized representative of Customer. Payment will be due 30 days from the date of the relevant Rave invoice. If Customer's internal procedures require that a purchase order be issued as a condition to payment of any Fees due to Rave, Customer will timely issue such purchase order to Rave. This Customer Acceptance Form is governed by the Master License and Service Agreement found at <https://www.getrave.com/terms-of-service/current.pdf> and, by its signature hereto, Customer accepts that Agreement. Any requested changes to the terms by Customer will impact the price proposal above. The effective date of this Customer Acceptance Form will be the date of last execution as set forth in the signature block below ("Effective Date").

SPECIAL CONDITIONS

This Customer Acceptance Form is to replace the Swift911 Services with the Rave Alert for Public Safety Services. SwiftReach Networks, LLC is a wholly-owned subsidiary of Rave Wireless, Inc.

To accommodate the transition from Swift911 to Rave Alert for Public Safety, Customer shall have access to its Swift911 account for a period of ninety (90) days beginning on the Effective Date. Rave reserves the right to revoke Customer's access to its Swift911 account at the conclusion of the ninety (90) day period. Customer shall be responsible for ensuring its Rave Alert for Public Safety account contains all objects (messages, contact lists, maps, etc.) needed from the Swift911 account prior to the conclusion of the ninety (90) day period. Rave shall not be liable for any errors in the migration process. Rave will procure and load landline data once per year.

Rave Wireless, Inc.
Signature:

DocuSigned by:
William C. Price
1188E9129002408

Date: 8/2/2022

Name (Print): William C. Price

Title: CFO

Customer Name
Signature: _____

Date: _____

Name (Print): _____

Title: _____

Billing Contact Information
First Name: _____

Last Name: _____

Email: _____

Phone: _____

THANK YOU FOR YOUR BUSINESS!

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Agreed upon and accepted by:

RAVE WIRELESS INC. D/B/A RAVE MOBILE SAFETY:

Signature: 

Print Name: William C. Price

Title: CFO

BOARD OF COUNTY COMMISSIONERS, ASHTABULA COUNTY, OHIO

Signature: _____
Commissioner date

Signature: _____
Commissioner date

Signature: _____
Commissioner date

ASHTABULA COUNTY COMMISSIONERS

Old Courthouse, 2nd Floor
25 West Jefferson Street
Jefferson, Ohio 44047-1092
440-576-3754

Date: September 12, 2022

To: David Thomas, Auditor
25 West Jefferson Street
Jefferson, OH 44047-1092

From: Lisa Hawkins, Clerk of the Board

Attached please find one (1) copy of a **MOU** between Ashtabula County **EMA/911** and **Rave Mobile Safety**

Please sign the attached Fiscal Officer Certificates, retain one copy for your records and return the rest to me at your earliest convenience.

If you have any questions, please contact Lisa Hawkins at 3754.

Thank you.

REPLY

FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the 2022, under the Agreement, has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of 2080.001.104-601 not to exceed \$ 6,495.00 and free from any previous encumbrances.

Agreement Title: Services Agreement between Ashtabula County EMA/911 and Rave Mobile Safety

David Thomas, Ashtabula County Auditor

Date: _____

FISCAL OFFICER'S CERTIFICATE
5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2022 under the Agreement has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection and free from any previous encumbrances to the credit of:

Agreement Title: APPROVING CONTRACT WITH RAVE MOBILE SAFETY FOR PUBLIC NOTIFICATION SYSTEM

A handwritten signature in blue ink, appearing to read "David Thomas", written over a horizontal line.

**David Thomas, Ashtabula County
Auditor**

Date: September 12, 2022