

RESOLUTION APPROVING MAINTENANCE AGREEMENT WITH PRIORITY DISPATCH FOR TRAINING FOR DISPATCH, EMERGENCY MANAGEMENT AGENCY

WHEREAS, Mike Fitchet, Director of the Ashtabula County Emergency Management Agency (EMA), has presented an agreement for the approval of the Board, to-wit:

Provider: Priority Dispatch, 10 Regent Street, Suite 500, Salt Lake City, UT 84111

Project: Maintenance agreement for EMA and Training for Dispatch

Cost: Not to Exceed, \$10,300 (\$7000.00 for EMA fund 2088 and \$3,300.00 for Sheriff's fund 1001)

Term: Retroactive to May 1, 2024 ending April 30, 2029

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

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2024-302

June 20, 2024

**RESOLUTION APPROVING MAINTENANCE AGREEMENT WITH PRIORITY
DISPATCH FOR TRAINING FOR DISPATCH, EMERGENCY MANAGEMENT
AGENCY**

Upon the motion of J.P. Ducro IV, seconded by Casey R. Kozlowski.

VOTE:

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

**Aye
Aye
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 NO. 2

This Amendment to the PDC Pricing Agreement (“Agreement”) effective April 27, 2020 is entered between Ashtabula County Board of Commissioners (“County”) and Priority Dispatch Corp. (“Vendor”). The County and Vendor are sometimes collectively referred to herein as the “Parties” and individually as a “Party.”

The Parties agree to the amend the Agreement as follows:

1. Section 1 of the Agreement shall be amended to reflect the annual license, service and support fee as follows: \$7,000.
2. Section 1 of the Agreement shall be further amended to add a line item for annual training and recertification as follows: \$3,300.
3. Section 2 of the Agreement shall be amended to reflect the current term as beginning May 1, 2024 and ending April 30, 2029.
4. The County’s total liability under the Agreement shall be limited to the amount set forth in the Auditor’s certificate accompanying the Agreement. Under no circumstances shall the elected officials, officers, employees, council members, or agents of the County be personally liable for any obligations or claims arising out of or related to this Agreement. No change or additional schedule to the Agreement shall be effective against the County without a new Auditor’s certificate.
5. The County’s Software Services Addendum attached hereto shall be incorporated into Attachment A of the Agreement as if fully set forth therein.

Agreed upon and accepted by:

PRIORITY DISPATCH CORP.

By:  _____

Its: J. Simón Cantarero, General Counsel & Corporate Secretary

Date: 10 June 2024

ASHTABULA COUNTY

Approved as to Legal Form Only:

By:  _____

Its: President

By:  _____

Colleen M. O’Toole,
Ashtabula County Prosecutor

Date: 6-20-24

ASHTABULA COUNTY SOFTWARE SERVICES ADDENDUM

This Addendum is hereby incorporated into the End User License Agreement (the “Agreement”) between Ashtabula County (the “County”) and Priority Dispatch Corp. (the “Vendor”) dated April 24, 2018. Whereas the Services includes computer software programs licensed by Vendor, the parties agree to the additional terms and conditions as set forth below. In the case of any conflict or ambiguity between the terms of this Addendum and the terms in the Agreement, the terms of this Addendum shall take precedence.

A. REPRESENTATIONS AND WARRANTIES

1. Vendor represents that it has sufficient training, expertise, staffing and experience to professionally provide the services as delineated in the Agreement and any exhibits attached thereto.
2. Vendor represents and warrants to County that neither Vendor, in connection with performing the services in performance of this Contract, nor the completed product delivered by Vendor, will infringe any patent, copyright, trademark, trade secret or other proprietary right of any person. Vendor further represents and warrants to County that it will not use any trade secrets or confidential or proprietary information owned by any third party in performing the services related to this Contract or in delivery of the completed product unless Vendor has the authority to license, use or provide those trade secrets or confidential or proprietary information to County. Vendor further represents and warrants to County that neither Vendor nor any other company or individual performing services pursuant to this Contract is under any obligation to assign or give any work done under this Contract to any third party.

B. INTELLECTUAL PROPERTY INFRINGEMENT

1. Vendor, at its own expense, shall defend and indemnify County against claims that products furnished under this Contract infringe a United States patent or copyright or misappropriate trade secrets protected under United States law.
2. As to any product which is subject to a claim of infringement or misappropriation, Vendor may (a) obtain the right of continued use of the product for County or (b) replace or modify the product to avoid the claim. If neither alternative is available on commercially reasonable terms then, at the request of Vendor, any applicable Software license and its charges will end, County will stop using the product, and will return the product to Vendor. Upon return of the product, Vendor will give County a credit for the price paid to Vendor, less a reasonable offset for use and obsolescence.
3. Notwithstanding the foregoing, Vendor will not defend or indemnify or hold harmless the County if the County misuses the product (Priority Dispatch System Software) including but not limited to:
 - a) If the County uses the product in combination with other software or equipment that the County should not use.

- b) If the County modifies or a third party modifies the product.
- c) If the product is used in a manner or in such a way other than as trained.
- d) If the County fails to implement the new updates/versions of the product (software) within 90 days.

C. INSURANCE

Vendor shall secure and maintain Cyber Liability and Security Insurance or equivalent insurance product(s), with minimum liability limits of \$2,000,000 and first party limits of not less than \$1,000,000, that will provide, without cost to the Vendor or County, an immediate response in the event of a data breach, including meeting all notification obligations of Vendor and County and, in the event the Data Breach involves personal information as defined by Chapter 1347 of the Ohio Revised Code, provide free credit monitoring for any affected individual for a minimum period of one year.

D. CONFIDENTIALITY

1. Either Party who discloses Confidential Information, as defined herein, is a “Disclosing Party” for purposes of this Article, and either Party who receives such Confidential Information is a “Receiving Party” for purposes of this Article. “Confidential Information” means inventions, ideas, intellectual property, formulae, patterns, compilations, programs, methods, techniques, processes, data, designs, algorithms, source code, object code, research plans, business plans, financial forecasts, business opportunities, pricing lists, customer lists, personnel lists, financial statements, and similar information, whether written or oral, that generally is not known to the public and is the subject of reasonable efforts to maintain its secrecy. Notwithstanding the foregoing, Confidential Information shall not include information that (a) is or becomes generally available to the public other than as a result of disclosure thereof by the Receiving Party, (b) is or becomes available to the Receiving Party on a non-confidential basis from a source (other than the Disclosing Party) which is not prohibited from disclosing such Confidential Information to the Receiving Party by a legal, contractual or fiduciary obligation to the Disclosing Party, (c) Receiving Party can demonstrate is independently developed by Receiving Party without use, directly or indirectly, of any Confidential Information, or (d) is required to be disclosed by law, including under O.R.C. Chapter 149, or by valid court order.
2. Confidential Information furnished directly or indirectly by the Disclosing Party to the Receiving Party or to any directors, officers, employees, agents, attorneys, accountants, advisors, affiliates, and other representatives and potential financing sources of the Receiving Party (collectively, “Representatives”), whether obtained by or furnished to the Receiving Party prior, contemporaneously, or subsequent to the Effective Date, shall be kept confidential and shall not, without the Disclosing Party's express prior written consent, be disclosed by the Receiving Party or its Representatives in any manner whatsoever, in whole or in part, and shall not be used by the Receiving Party or its Representatives other than in connection with this Agreement. Each party agrees to reveal the Confidential Information only to its

Representatives who need to know the Confidential Information for the purpose of this Agreement, who are informed of the confidential nature of the Confidential Information and who agree to act in accordance with the terms and conditions of this Agreement.

3. In the event the Receiving Party or any party to which it transmits the Confidential Information pursuant to this Agreement becomes legally compelled to disclose any of the Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt notice so that the Disclosing Party may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, the Receiving Party shall furnish only that portion of the Confidential Information which it is advised by written opinion of counsel is legally required, and the Receiving Party shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.
4. Each party acknowledges and agrees that, given the nature of the Confidential Information, money damages would not be a sufficient remedy for any breach of this Article, and that, in addition to all other remedies, the aggrieved party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.

E. PUBLIC RECORDS

By entering into the Agreement, Vendor acknowledges and understands that records maintained by Vendor pursuant to the Agreement may be deemed public records and subject to disclosure under Ohio law. Vendor agrees to comply with Ohio Revised Code Chapter 149 and all public record laws and shall be responsible for any and all costs related to disclosing public records in its possession upon a written request by County. Vendor further agrees that it will not in any manner interfere with County's access to any County public records, court records, data, or information in Vendor's possession or under Vendor's control. Vendor shall ensure that any software or hardware it owns, maintains, distributes, licenses, or in any manner controls or is utilized to access County public records, court records, information, or data will house or be able to be utilized in such a manner that ensures County's accessibility and readability to such public records, court records, information, and data before and after the term of the Agreement. Vendor agrees that it will not take any action or refrain from any action that corrupts, destroys, interferes with, or in any way limits County's ability to utilize any County public records, court records, data, or information during or after the term of the Agreement. Vendor acknowledges that taking or refraining from any action that in any way prevents, harms, or limits County's ability to access or utilize County public records, court records, data, or information and after fifteen (15) days from receiving a written request by the County to the Vendor to access or utilize such information is a material breach of the Agreement and a violation of Ohio law. Vendor shall transfer a copy of all electronically formatted County public records, court records, data, and information in its possession, under its control, or kept on any software or hardware it maintains, distributes, or licenses to County in a format suitable to for use by County, as determined by County, within ten

(10) days after termination of the Agreement unless an alternative time period or arrangement for such transfer is agreed upon by the Parties in writing and formally executed as an amendment to the Agreement. Vendor or its agents and assigns shall be responsible for the cost of the aforementioned transfer of public records, court records, information, and data to the County.

F. DATA SECURITY

Vendor shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards at all times during the term of this Contract to secure any County Data (which shall be defined as “any information provided to, or collected, generated, stored, or processed by the system, including user identification information and metadata which may contain such information or from which such information may be ascertainable”) from any access, destruction, loss, theft, use, modification or disclosure of data by an unauthorized party or that is in violation of Agreement terms and/or applicable state or federal law (a “Data Breach”), and protect the data from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the County access to its data, Vendor shall quarantine the Data Breach, ensure secure access to data, and repair the Services as needed in accordance with the Contract Documents. Failure to do so may result in the County exercising its options for assessing damages or other remedies under this Agreement.

Upon discovery or reasonable belief of any Data Breach, Vendor shall provide notice, by phone and through electronic mail, to County within fifteen (15) days or the timeframe required by applicable laws and regulations after Vendor reasonably believes there has been such a Data Breach. To the extent known at the time of notification, Vendor’s notice shall include:

- a) The nature of the Data Breach;
- b) The County Data accessed, used or disclosed;
- c) The person(s) who accessed, used, disclosed and/or received County Data (if known);
- d) What Vendor has done or will do to quarantine and mitigate the Data Breach; and
- e) What corrective action Vendor has taken or will take to prevent future Data Breaches.

Vendor shall conduct an investigation of the Data Breach and shall share the report of the investigation with the County. The County and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Vendor shall cooperate fully with the County, its agents and law enforcement.

G. RIGHTS TO DATA

The parties agree that as between them, all rights, including all intellectual property rights, in and to Data shall remain the exclusive property of the County, and Vendor has a

limited, non-exclusive license to access and use the County Data as provided to Vendor solely for performing its obligations under the Contract. Nothing herein shall be construed to confer any license or right to the County Data, including user tracking and exception County Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of County Data by Vendor or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized.

County shall have the ability to export County Data in partial or in entirety at its discretion without interference from the Vendor. This includes the ability for the County to export data to other service providers.

Upon expiration or termination of the Agreement for any reason, Vendor agrees to provide County with a copy of County's data files, in a format determined by County, and within forty-five (45) days unless otherwise determined by County. After written notification to Vendor of verified inspection of the returned data by County, Vendor will make commercially reasonable efforts to destroy any County data under Vendor control, including County data stored at any off site back-up facility. Vendor shall provide County with a certification of destruction within an additional forty-five (45) days of notification of the verified inspection of the returned data.

Agreed upon and accepted by:

Ashtabula County, Ohio:

By: _____

Date: _____

Its: _____

PRIORITY DISPATCH CORP.

By:  _____

Its: J. Simón Cantarero, General Counsel & Corporate Secretary

Date: 10 June 2024



QUOTE

110 Regent Street, Suite 500
 Salt Lake City, UT 84111
 USA
www.prioritydispatch.net
 Prepared By: Jon Stones
 Phone: (800) 363-9127
 Direct: Ext. 149
 Email: jon.stones@prioritydispatch.net

Agency: Ashtabula County Sheriff / EMA
 Agency ID#: 2859
 Quote #: Q-73568
 Date: 5/1/2024
 Offer Valid Through: 8/8/2024
 Payment Terms: Net 30
 Currency: USD

Bill To:
 Ashtabula County Sheriff / EMA
 Alicen Limestoll
 25 W Jefferson St
 Jefferson, Ohio 44047-1027
 United States

Ship To:
 Ashtabula County Sheriff / EMA
 Alicen Limestoll
 17 North Market St
 Jefferson, Ohio 44047-1027
 United States

Product	Discipline	Qty	Amount
The One Plan Maintenance Package System License Renewal, Services & Support	Medical	1	USD 7,000.00
PDS One Plan Annual Maint., & Support: 5/1/24 - 4/30/25 TOTAL:			USD 7,000.00

Product	Discipline	Qty	Amount
The One Plan Maintenance Package System License Renewal, Services & Support	Medical	1	USD 3,300.00
PDS One Plan Annual Trng, Recerts: 5/1/24 - 4/30/25 TOTAL:			USD 3,300.00

Product	Discipline	Qty	Amount
The One Plan Maintenance Package System License Renewal, Services & Support	Medical	1	USD 7,000.00
PDS One Plan Annual Maint., & Support: 5/1/25 - 4/30/26 TOTAL:			USD 7,000.00

Product	Discipline	Qty	Amount
The One Plan Maintenance Package System License Renewal, Services & Support	Medical	1	USD 3,300.00
PDS One Plan Annual Trng, Recerts: 5/1/25 - 4/30/26 TOTAL:			USD 3,300.00

"To lead the creation of meaningful change in public safety and health."

Product	Discipline	Qty	Amount
The One Plan Maintenance Package System License Renewal, Services & Support	Medical	1	USD 7,000.00
PDS One Plan Annual Maint., & Support: 5/1/26 - 4/30/27 TOTAL:			USD 7,000.00

Product	Discipline	Qty	Amount
The One Plan Maintenance Package System License Renewal, Services & Support	Medical	1	USD 3,300.00
PDS One Plan Annual Trng, Recerts: 5/1/26 - 4/30/27 TOTAL:			USD 3,300.00

Product	Discipline	Qty	Amount
The One Plan Maintenance Package System License Renewal, Services & Support	Medical	1	USD 7,000.00
PDS One Plan Annual Maint., & Support: 5/1/27 - 4/30/28 TOTAL:			USD 7,000.00

Product	Discipline	Qty	Amount
The One Plan Maintenance Package System License Renewal, Services & Support	Medical	1	USD 3,300.00
PDS One Plan Annual Trng, Recerts: 5/1/27 - 4/30/28 TOTAL:			USD 3,300.00

Product	Discipline	Qty	Amount
The One Plan Maintenance Package System License Renewal, Services & Support	Medical	1	USD 7,000.00
PDS One Plan Annual Maint., & Support: 5/1/28 - 4/30/29 TOTAL:			USD 7,000.00

Product	Discipline	Qty	Amount
The One Plan Maintenance Package System License Renewal, Services & Support	Medical	1	USD 3,300.00
PDS One Plan Annual Trng, Recerts: 5/1/28 - 4/30/29 TOTAL:			USD 3,300.00

Subtotal	USD 10,300.00
Estimated Tax	
Total	USD 10,300.00

Customer Signature:	Date:
Customer Name:	Purchase Order ID:
Expiration Date:	

TERMS AND CONDITIONS

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. You can find it here: <https://prioritydispatch.net/licenses/>



QUOTE

110 Regent Street, Suite 500
 Salt Lake City, UT 84111
 USA
www.prioritydispatch.net
 Prepared By: Jon Stones
 Phone: (800) 363-9127
 Direct: Ext. 149
 Email: jon.stones@prioritydispatch.net

Agency: Ashtabula County Sheriff / EMA
 Agency ID#: 2859
 Quote #: Q-73568
 Date: 5/1/2024
 Offer Valid Through: 8/8/2024
 Payment Terms: Net 30
 Currency: USD

Bill To:
 Ashtabula County Sheriff / EMA
 Alicen Limestoll
 25 W Jefferson St
 Jefferson, Ohio 44047-1027
 United States

Ship To:
 Ashtabula County Sheriff / EMA
 Alicen Limestoll
 17 North Market St
 Jefferson, Ohio 44047-1027
 United States

Product	Discipline	Qty	Amount
The One Plan Maintenance Package System License Renewal, Services & Support	Medical	1	USD 7,000.00
PDS One Plan Annual Maint., & Support: 5/1/24 - 4/30/25 TOTAL:			USD 7,000.00

Product	Discipline	Qty	Amount
The One Plan Maintenance Package System License Renewal, Services & Support	Medical	1	USD 3,300.00
PDS One Plan Annual Trng, Recerts: 5/1/24 - 4/30/25 TOTAL:			USD 3,300.00

Product	Discipline	Qty	Amount
The One Plan Maintenance Package System License Renewal, Services & Support	Medical	1	USD 7,000.00
PDS One Plan Annual Maint., & Support: 5/1/25 - 4/30/26 TOTAL:			USD 7,000.00

Product	Discipline	Qty	Amount
The One Plan Maintenance Package System License Renewal, Services & Support	Medical	1	USD 3,300.00
PDS One Plan Annual Trng, Recerts: 5/1/25 - 4/30/26 TOTAL:			USD 3,300.00

"To lead the creation of meaningful change in public safety and health."

Product	Discipline	Qty	Amount
The One Plan Maintenance Package System License Renewal, Services & Support	Medical	1	USD 7,000.00
PDS One Plan Annual Maint., & Support: 5/1/26 - 4/30/27 TOTAL:			USD 7,000.00

Product	Discipline	Qty	Amount
The One Plan Maintenance Package System License Renewal, Services & Support	Medical	1	USD 3,300.00
PDS One Plan Annual Trng, Recerts: 5/1/26 - 4/30/27 TOTAL:			USD 3,300.00

Product	Discipline	Qty	Amount
The One Plan Maintenance Package System License Renewal, Services & Support	Medical	1	USD 7,000.00
PDS One Plan Annual Maint., & Support: 5/1/27 - 4/30/28 TOTAL:			USD 7,000.00

Product	Discipline	Qty	Amount
The One Plan Maintenance Package System License Renewal, Services & Support	Medical	1	USD 3,300.00
PDS One Plan Annual Trng, Recerts: 5/1/27 - 4/30/28 TOTAL:			USD 3,300.00

Product	Discipline	Qty	Amount
The One Plan Maintenance Package System License Renewal, Services & Support	Medical	1	USD 7,000.00
PDS One Plan Annual Maint., & Support: 5/1/28 - 4/30/29 TOTAL:			USD 7,000.00

Product	Discipline	Qty	Amount
The One Plan Maintenance Package System License Renewal, Services & Support	Medical	1	USD 3,300.00
PDS One Plan Annual Trng, Recerts: 5/1/28 - 4/30/29 TOTAL:			USD 3,300.00

Subtotal	USD 10,300.00
Estimated Tax	
Total	USD 10,300.00

Customer Signature:		Date:	
Customer Name:		Purchase Order ID:	
Expiration Date:			

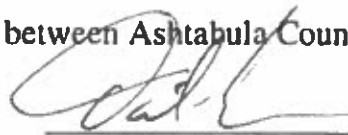
TERMS AND CONDITIONS

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. You can find it here: <https://prioritydispatch.net/licensing/>

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 2024, 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 2088.001.112-601/ 1001.008.212-601 not to exceed \$ \$7,000.00 / \$3,300.00 and free from any previous encumbrances.

Agreement Title: Services Agreement between Ashtabula County EMA/911 and Priority Dispatch



David Thomas, Ashtabula County Auditor

Date: 5/17/24