

RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE ASHTABULA COUNTY EMERGENCY MANAGEMENT AGENCY, THE ASHTABULA COUNTY BOARD OF COMMISSIONERS AND THE ANDOVER VOLUNTEER FIRE DEPARTMENT FOR COMPUTER AIDED DISPATCH (CAD) COUNTYWIDE SYSTEM, EMERGENCY MANAGEMENT AGENCY

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

Scope: Create one countywide Computer Aided Dispatch System with equipment and maintenance, utilizing as the primary support the existing CAD being used and operated by the Ashtabula County Sheriff's Department.

Providers: Andover Volunteer Fire Department, 6006 Marcy Rd., Andover, OH 44082

Cost: **Not to Exceed:** \$2,360.00

Term: beginning retroactive to 2/15/11 and terminated after 8 years, 2/14/19, automatically renews for a continuous period of time; now

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

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2021-342

September 09, 2021

RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE ASHTABULA COUNTY EMERGENCY MANAGEMENT AGENCY, THE ASHTABULA COUNTY BOARD OF COMMISSIONERS AND THE ANDOVER VOLUNTEER FIRE DEPARTMENT FOR COMPUTER AIDED DISPATCH (CAD) COUNTYWIDE SYSTEM, EMERGENCY MANAGEMENT AGENCY

Upon the motion of J.P. Ducro IV, seconded by Kathryn L. Whittington.

VOTE:

Kathryn L. Whittington

Aye

J.P. Ducro IV

Aye

Casey R. Kozlowski

Absent

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.



Crystal Sturgill, Clerk of the Board *Acting*
Board of County Commissioners
Ashtabula County, Ohio

AGREEMENT
NT

This Agreement is made and entered into this 16 day of Aug, 2021 by and between the Ashtabula County Emergency Management Agency and Ashtabula County Board of Commissioners, of 25 W. Jefferson Street, Jefferson, Ohio 44047 (hereinafter collectively "County") and the Andover Volunteer Fire Department, a not for-profit corporation duly organized and existing in the State of Ohio, of 6006 Marcy Road, Andover, Ohio 44082 (hereinafter "Company").

WHEREAS, four separate Computer Aided Dispatch systems were being operated in Ashtabula County in 2015, and County is in the process of creating a single county-wide Computer Aided Dispatch system (CAD) in Ashtabula County, utilizing as the primary support the existing CAD being used and operated by the Ashtabula County Sheriff's Department ("County CAD").

WHEREAS, the County CAD is currently being supplied by ID Networks, Inc. pursuant to a February 15, 2011 Agreement between the County and ID Networks, Inc.

WHEREAS, in order to create one county-wide CAD, it will be necessary for County to add other political subdivisions and safety forces from each of said subdivisions in Ashtabula County to the County CAD, which will require the purchase of additional software, hardware, labor and other services from ID Networks, Inc.

WHEREAS, the Board of Trustees of Andover Township and Company have entered into an "Fire Contract Agreement", dated January 1, 2019, a copy of which is attached hereto, whereby Company will provide to the Township all necessary equipment, manpower (including Fire Chief, Assistant Fire Chief, and Captain), and training in order to provide fire protection and fire rescue services to the best of the Fire Departments ability. [sic]

WHEREAS, the parties desire that Company become a part of the county-wide CAD pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in view of the foregoing and in consideration of the premises and of the mutual promises and undertakings hereinafter set forth, and for other good and valuable considerations, the parties hereto agree to as follows:


- County shall be responsible for the purchase from ID Networks, Inc. of the following in order to add Company to the County CAD:

<u>Item</u>	<u>Estimated Total Cost</u>
Two (2) CAD Mobile Licenses	\$ 1,500.00
Two (2) VPN Clients Licenses	\$ 500.00
Maintenance	\$ 360.00

- County shall further be responsible for the costs associated with maintaining the County CAD and the equipment provided in Section 1 herein, including but not limited to any and all licensing fees, during the term of this Agreement.


- With respect to the parties hereto, County shall be owner of all items provided in Section 1 herein during and after the term of this Agreement.
- Company shall be entitled to exclusive use of the licenses provided in Section 1 herein as part of the county-wide CAD during the term of this Agreement.
- Company shall be responsible for all costs associated with the purchase and maintenance of any additional equipment not included in Section 1 herein that it is necessary to utilize the licenses in Section 1 herein as part of the county-wide CAD, including but not limited to computers, mounting equipment, and Wi-Fi provider. Township shall be the owner of said additional equipment.
- This Agreement shall terminate upon the earlier of the occurrence of the following events: termination of the February 15, 2011 Agreement between the County and ID Networks, Inc. (8-year term), and any extensions thereto; or termination of any agreement between the Board of Trustees of Andover Township and Company granting Company authority to provide fire protection services to said township.
- Company shall be responsible for responding to any audit inquiry by Ohio Law Enforcement Gateway (OHLEG) and any other regulatory agencies.
- This Agreement is subject to all applicable federal, state and local laws and regulations. In the event that any portion of this Agreement is held illegal, invalid or unenforceable by a county of competent jurisdiction, such invalidity shall not affect the remaining portion of this Agreement.
- This Agreement shall be governed by the interpreted under the laws of the State of Ohio.
- This Agreement may be amended, but any amendments shall not be effective until in writing and executed by both parties.
- All notices required hereunder shall be deemed received if personally delivered at, or mailed by registered or certified mail; postage prepaid, to the addresses set forth in the first paragraph of this Agreement.
- Each party represents that they have the power and authority to enter into this Agreement and that, upon mutual execution, this Agreement constitutes a valid and binding obligation on each other.
- This Agreement represents the final agreement of the parties with respect to the matter addressed herein and all prior negotiations, representations, and statements, whether written or oral, are merged into this Agreement.
- The Agreement shall not become effective until mutually executed by the parties.

ANDOVER VOLUNTEER FIRE DEPARTMENT

By:  Name: Michael Spivey Title: Chief
Date: 8-26-21

**ASHTABULA COUNTY BOARD OF
COMMISSIONERS**

By:  County
Commissioner Date 9/9/21

By:  County
Commissioner Date 9/9/21

By: _____ County
Commissioner Date

APPROVED AS TO LEGAL FORM:

Ashtabula County Prosecutor

ATTESTED BY:

Clerk of the Board of Commissioners

