

RESOLUTION NO. 2019-01

**AGREEMENT TO PARTICIPATE IN THE WOOD COUNTY
ONSOLVE MASS NOTIFICATION SYSTEM CONTRACT**

THIS AGREEMENT is entered into this 8th day of April, 2019, by and between the Wood County Board of Commissioners, One Courthouse Square, Bowling Green, Ohio, on behalf of the Wood County Emergency Management Agency, (hereinafter collectively referred to as the "County") and **The Village of Grand Rapids** (hereinafter referred to as the "Political Subdivision").

WHEREAS, pursuant to Ohio Revised Code 9.48, a political subdivision may permit one or more other political subdivisions to participate in contracts into which it has entered for the acquisition of equipment, materials, supplies, or services; and

WHEREAS, the County has entered into an agreement with ONSOLVE, LLC (hereinafter "OnSolve") for the purchase of countywide mass notification services; and

WHEREAS, the OnSolve system will permit the County EMA to send mass emergency voice, text and/or email messages to County residents; and

WHEREAS, under the authority of R.C. 9.48, the County is permitting other political subdivisions in Wood County to participate in this service contract; and

WHEREAS, the County shall pay half of the annual costs and the remaining cost will be allocated amongst participating political subdivisions based upon their population; and

WHEREAS, the Political Subdivision desires to participate in the OnSolve contract under the terms and conditions set forth herein.

NOW THEREFORE, the parties, each in consideration of the mutual promises of the other made herein, agree as follows:

I. County's Responsibilities.

The County agrees to:

1. Contract with OnSolve to purchase the CodeRED countywide mass notification system (hereinafter the "Notification System").
2. Pay for at least half of the annual cost of the Notification System.
3. In November of each year, County shall send a communication to the Political Subdivisions requesting confirmation of participation for the upcoming year.
4. In January of each year, the County shall invoice the Political Subdivision for its proportionate share of the annual cost of the Notification System. The invoice amount shall be calculated as follows:
 - a. Half of the annual cost of the Notification System shall be subdivided amongst the participating political subdivision based on their respective populations.
 - b. The annual cost to the political subdivisions may vary from year-to-year due to political subdivision participation and the total annual contract cost.
5. Provide the Political Subdivision with access to the Notification System via a password upon execution of this Agreement and payment of its annual invoice.
6. Assist the Political Subdivision with training and public education on the Notification System.

II. Political Subdivision's Responsibilities.

The Political Subdivision agrees to:

1. Pay the County within thirty (30) days of receipt of the County invoice for access and use of the Notification System.
2. Comply with (i) attached Exhibit A - Acceptable Use Policy, which shall be incorporated into this Agreement as if fully set forth herein; (ii) all applicable statutes, rules and regulations, including privacy laws, governing the use of the Notification System. If the Notification System is used in an unlawful manner or in violation of the terms of this Agreement, the County will request that the Political Subdivision remove the offending user from accessing the system or user information. If the situation is not promptly remedied, the County may terminate this Agreement, revoke access to the Notification System and no reimbursements shall be provided.
3. Use the Notification System in a responsible manner to inform residents and businesses of critical and/or emergency information. Notification System shall not be used for non-emergency/critical messages or as a means to improperly obtain end-user information.
3. Limit the distribution of the access password for the Notification System to essential personnel who have been trained to access and use the system.
4. Accept and be responsible for the actions or omissions of its officials, employees and agents arising out of use of the Notification System under this Agreement.
5. Work with the County and other users of the Notification System on training and public education regarding the Notification System.

III. Term of Agreement.

This Agreement shall commence on March 1, 2019 and expire on February 28, 2020. Upon payment of the annual invoice, this Agreement shall automatically renew for one year periods.

IV. Termination of Agreement.

This Agreement may be terminated by either party without cause upon providing thirty (30) days written notice. The County shall not provide reimbursement for a mid-year termination. This Agreement may be immediately terminated by the County for the following reasons: (1) Political Subdivision does not pay annual invoice amount; (2) Political Subdivision uses the system in an unlawful manner or in violation of this Agreement and does not promptly remedy the misuse.

V. Payment

The Political Subdivision agrees to pay the County within thirty (30) days after receipt of the annual invoice. Payment shall be made payable to the TREASURER of WOOD COUNTY and delivered to the Wood County Emergency Management Agency, One Courthouse Square, Bowling Green, Ohio 43402.

VI. Independent Contractor

It is mutually agreed by and between the parties that the relationship between the County and the Political Subdivision will be that of an independent contractor and no principal-agent or employer-employee relationship is created by this Agreement.

VII. Non-Discrimination

Pursuant to Ohio Revised Code Section 125.111(A), the parties agrees to the following: (1) That, in the hiring of employees for the performance of work under this contract or any subcontract, no contractor, subcontractor, or

any person acting on contractor's behalf, shall by reason of race, color, religion, sex, age, disability, or military status as defined in R.C. 4112.01, national origin or ancestry shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates; (2) That no contractor, subcontractor, or person on his behalf shall, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability, or military status as defined in R.C. 4112.01, national origin or ancestry.

VIII. Modification of Contract

Any alteration or modification of the terms or conditions of this Agreement must be in writing and signed by all parties.

IX. Severability

If any section, subsection, sentence, clause, phrase, or portion of this Agreement shall for any reason be held invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

X. Entire Agreement

This Agreement, the schedules and all attachments designated on the face of the Agreement as included shall constitute the entire Agreement of the parties and shall supersede all prior negotiations and representations, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as evidenced by their signatures below:

FOR POLITICAL SUBDIVISION:

VILLAGE OF GRAND RAPIDS

April 8 - 2019

Date

John Berry Mayor
~~Chad Hoffman, Village Administrator~~
John Berry, Mayor

WOOD COUNTY BOARD OF COMMISSIONERS

Date



APPROVED AS TO FORM:

p.p. Paul A. Dobson
Paul A. Dobson
Wood County Prosecuting Attorney

3/26/19
Date