

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. 2023-14

Passed November 20, 2023

VILLAGE OF WESTON, WOOD COUNTY, OHIO RESOLUTION NO. 2023-14

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND EMS CHIEF TO EXECUTE AN AGREEMENT FOR DISPATCH, MOBILE AND LAW ENFORCEMENT RECORDS SOFTWARE SERVICES WITH WOOD COUNTY, AND DECLARING AN EMERGENCY

WHEREAS, the Village of Weston is a statutory village located in Wood County, Ohio, and

WHEREAS, the Village of Weston has powers of local self-government pursuant to Ohio Constitution Article XVIII, Section 3, and

WHEREAS, the Village has an EMS division that requires dispatch, mobile data, and records management systems to respond to emergencies, and

WHEREAS, the Village Council desires to use and to be included in the integrated, county-wide Central Square Enterprise Software Public Safety Suite necessary for such services.

NOW THEREFORE, BE IT RESOLVED, by the Council of the Village of Weston, Wood County, Ohio, that:

Section 1. The attached Central Square Enterprise Suite Agreement is approved and the Mayor and the Chief of the EMS is hereby authorized to execute the Agreement, on behalf of the Village, in a form substantially similar to the attached, with Wood County.

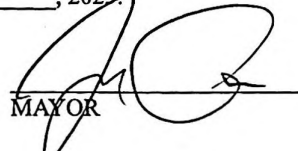
Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any other committees that results in such formal action were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 3. This measure is an emergency measure necessary to the immediate preservation of the health, safety and welfare of the Village and its residents, and those served by the Village's divisions of fire and EMS, for the reason that prompt response to emergency calls is necessary to the safety of citizens of Weston. Inclusion in the Wood County dispatch, mobile data, and records management systems is a key component to prompt emergency response. Immediate implementation of the agreement will ensure such services.

Vote on Emergency: Ayes 6 Nays 0 Abstain 0
Vote On Resolution: Ayes 6 Nays 0 Abstain 0

Passed this 20th day of November, 2023.


PRESIDENT OF COUNCIL

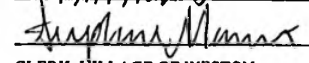

MAYOR

ATTEST:


FISCAL OFFICER

CERTIFICATION

I HEREBY CERTIFY THIS TO BE A TRUE AND ACCURATE COPY OF THE VILLAGE OF WESTON RESOLUTION NUMBER 2023-14, AND THAT THERE IS NO NEWSPAPER PUBLISHED IN THE VILLAGE OF WESTON, AND THAT PUBLICATION OF THIS RESOLUTION WAS MADE BY POSTING IT AT THE FIVE PUBLIC PLACES DESIGNATED BY ORDINANCE 2023-1 ON

11/21/2023

CLERK, VILLAGE OF WESTON

**FOR THE WOOD COUNTY, OH
CENTRALSQUARE ENTERPRISE SUITE COMPUTER AIDED DISPATCH, MOBILE and
LAW ENFORCEMENT RECORDS SOFTWARE ACCESSING AGENCY AGREEMENT**

This Agreement is entered between Wood County, OH (hereinafter "County") on behalf of the Wood County Sheriff's Office, acting as the administrative agent for the County Communication System, and Village of Weston on behalf of its Public Safety Agency(s) (Accessing Agency)

WHEREAS, County is replacing numerous, independent computer aided dispatch (CAD), mobile data, Law Enforcement, Fire/EMS records management systems (RMS), and the Wood County Sheriff Office's jail management system (JMS) with a new, integrated, county-wide CentralSquare Enterprise Software Public Safety Suite;

WHEREAS, the political subdivisions in Wood County listed below have fire, EMS, and law enforcement divisions that need dispatch, mobile data, and records management systems to respond to emergencies in their jurisdictions;

F – Fire	LE – Law Enforcement	EMS – Emergency Medical Services	
Village of Bloomdale	LE F EMS	Township of Lake	LE F EMS
Village of Bradner	LE F EMS	Township of Middleton	F EMS
Village of Cygnet	F	Township of Milton	F
Village of Grand Rapids	F EMS	Township of Perry	F
Village of Haskins	LE	Township of Perrysburg	LE F EMS
Village of Luckey	LE	Township of Troy	F EMS
Village of North Baltimore	LE F EMS	Township of Washington	F
Village of Pemberville	LE F EMS	Township of Weston	F
Village of Risingsun	LE F EMS	Central Joint Fire District	F
Village of Walbridge	LE	Northwest Wood Ambulance Dist.	EMS
Village of Wayne	LE F EMS	Mid-County Ambulance Dist.	EMS
Village of Weston	EMS	Southeast Ambulance Dist.	EMS
City of Bowling Green	LE F EMS	Bowling Green State University	LE
City of Northwood	LE F EMS	Owens Community College	LE
City of Perrysburg	LE F EMS	Wood County Dog Warden	LE
City of Rossford	LE F EMS	Wood County Park District	LE
Township of Center	F	Wood County Sheriff's Office	LE
Township of Jackson	F		

WHEREAS, Village of Weston wishes to use and be included in the integrated, county-wide CentralSquare Enterprise Software Public Safety Suite;

WHEREAS, Wood County wishes to include Village of Weston as an Accessing Agency subject to the terms and conditions to ensure compliance with Criminal Justice Information system (hereinafter, CJIS) Security requirements and to protect and maintain the integrity of the system on a countywide basis;

NOW, THEREFORE, THE PARTIES, each in consideration of the promises made herein by the other, agree as set forth below:

DEFINITIONS:

"Information Resources" is defined as the data and information used by an organization which includes any and all computer printouts, online display devices, magnetic storage media, and all computer-related activities involving any device capable of receiving email, browsing websites or otherwise capable of receiving, storing, managing, or transmitting electronic data including, but not limited to, servers, agency computers, notebook computers, hand-held computers, personal digital assistant (PDA), pagers, distributed processing systems, network-attached and computer-controlled medical and laboratory equipment (i.e.

printers and service bureaus. "Information Resources" also includes the procedures, equipment, facilities, software, and data that are designed, built, operated, and maintained to create, collect, record, process, store, retrieve, display, and transmit information.

I. ACCESSING AGENCY'S RESPONSIBILITIES

The Accessing Agency agrees to:

1. Comply with the most current version of the FBI CJIS Security Policy and maintain the required certifications (if applicable) for access to Ohio's CJIS system(s), NCIC, and/or other local, state, federal systems.
2. Adopt the software design and code tables that are created and shared universally across the countywide system for Wood County, OH.
3. Pay the actual cost and recurring fees to acquire, install and retain ownership to operate and maintain all hardware, including, but not limited to desktops, monitors, printers, MDTs, iPads/tablets, GPS units, mounts, etc., and wireless device(s) (Mifi, Cradlepoint, etc.) that are required specifically for the Accessing Agency to transmit and receive LE and F/EMS data to/from the designated county network.
4. Wood County VPN (Virtual Private Network) access will be required for purchase from County at prevailing negotiated contract rates, negotiated yearly. (2023 current rate is \$6.16, per device, per month payable on annual invoice)
5. Upon termination of contract or at the request of Wood County, surrender all Wood County equipment and connection information immediately except equipment and/or data the retention of which is documented and authorized by Wood County.
6. Comply with all State and Wood County auditing requirements.
7. Comply with all applicable Wood County Communications policies, practice standards, and agreements, including, but not limited to: Safety Policies, Privacy Policies, Security Policies, Auditing Policies, Software Licensing Policies, Acceptable Use Policies.
8. Take necessary steps to prevent the bypass or disabling of information resource security controls.
9. Protect passwords, Personal Identification Numbers (PIN), Security Tokens (Smartcard, 2FA, etc.), and other computer system security procedures and devices from use by, or disclosure to unauthorized individuals or organizations. The most current CJIS security policy must be in place and remain active during the length of this agreement for Law and awareness by F/EMS.
10. Secure access to, change to, and information resources and review individual access authority on a regular basis and upon job status change such as a transfer, promotion, demotion, or termination of service.
11. Keep confidential and secure any data used in an information resources system regardless of whether the data is copied, printed, or electronically transmitted or whether the data is kept in an electronic, paper, or other format. The type of information determines whether the data is confidential and must be secured.
12. On termination of the relationship with the agency, surrender all property and information resources managed by the County. All security policies for information resources apply to and remain in force in the event of a terminated relationship until such surrender is made. Further, this policy survives the terminated relationship.

13. Appoint a single Technical Point of Contact (hereinafter, TPOC) who shall be accountable for local technical operation of the Accessing Agency's connection to the County CentralSquare Communication System and be the primary contact between the WCSO System Administrator and the Accessing Agency.
14. Acknowledge and protect the Communication Software as proprietary information, a trade secret, and the sole property of CentralSquare and will neither at any time sell, assign, transfer or otherwise make available to, or allow use by, a third party any components of Software, and hold in confidence CentralSquare proprietary information for Accessing Agency's benefit and internal use only by its employees.
15. Notify County of acceptance and compliance with policy changes; inability to comply or non-compliance with policy changes will result in suspension or termination from CentralSquare communication system.
16. Contact County as first point of contact for software support services.
17. Upon termination of this agreement for any reason, cease use of the software provided under this agreement and remove said software and equipment installed pursuant to this agreement from any devices on which it is installed.

II. WOOD COUNTY RESPONSIBILITIES

Wood County agrees, by and through the Wood County Sheriff's Office, to:

1. Comply with the most current version of the FBI CJIS Security Policy and maintain the required certifications (if applicable) for access to Ohio's CJIS system(s), NCIC, and/or other local state and federal systems.
2. Provide network access to the Wood County CentralSquare Communication System servers via CJIS Security Policy compliant connectivity to LE Accessing Agencies for computers located in CJIS secure law enforcement facilities.
3. Provide network access to the Wood County CentralSquare Communication System servers via compliant connectivity to F/EMS (non-CJIS) Accessing Agencies for computers located in non-compliant agency facilities.
4. Allow VPN network access to LE, F/EMS vehicles via Mobile CAD applications from handheld or mobile devices via Field Ops application.
5. Provide a County-Wide Ticketing System to monitor & maintain all issues with Accessing Agency, Wood County, and CentralSquare as the primary notification system for the TPOC.
6. Allow Accessing Agency to purchase additional licenses, services, and support for Accessing Agency's sole use via a quote or sales order subject to the terms and conditions of the Customer Agreement through WCSO.
7. Give notice of any policy changes or updates as soon as reasonably possible but no more than fifteen (15) days from change or update.
8. Provide first point of contact for software support services and coordinate additional software support services necessary from CentralSquare.
9. Grant access to Accessing Agency to utilize the CentralSquare Communication System ("Accessed System") as set forth below:
 - a. Exchange public safety data (which includes but is not limited to CAD, RMS and other law enforcement agency data) between WCSO and Accessing Agency, subject to the terms herein.

- b. Subject to compliance with applicable laws and pursuant to mutual agreement between some or all Accessing Agencies, share and contribute data directly or indirectly into the Accessed System for the use in implementation and performance of the Accessed System. Each party shall be the respective owner of their own data and no ownership rights shall transfer by the use or contribution of said data.

III. TERM AND TERMINATION

This Agreement shall be effective on the date of the last signature to this Agreement and shall remain in effect until termination under the terms of this Agreement.

This Agreement may be terminated at the request of either party after 3 years with 120 days prior written notice by certified U.S. mail sent to the addresses set forth in the Notice provision of this Agreement. The 120-day period shall begin upon receipt by the receiving party.

IV. PAYMENT

- 1. Upon execution and continued compliance with the terms and conditions of this Agreement, access to the CAD, Mobile and RMS systems is free of charge for a term of five (5) years from Go Live. However, Wood County review infrastructure maintenance and support needs on an annual basis, and if it becomes necessary, Wood County reserves the right to charge a reasonable fee for access with 120 days written notice to Accessing Agency prior to implementation of the fee structure.
- 2. Wood County will bill Year Six (6) to Village of Weston based on negotiated infrastructure maintenance and support negotiated by Wood County and CentralSquare at the time of contract renewal. Accessing Agency will be notified of fee immediately upon notification from CentralSquare.

V. PROOF OF INSURANCE

Village of Weston will procure and maintain at its own cost for the duration of this Agreement the following insurance:

- A. Commercial General Liability Insurance policy in the amount of at least \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
- B. Business Auto Liability Insurance policy in the amount of at least \$1,000,000.00 combined single limit, on all owned, non-owned, leased and hired automobiles.
- C. Professional Liability (errors and omissions) insurance of at least \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate, if applicable.
- D. Umbrella and excess liability insurance policy with limits of at least \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate, above the commercial general, professional liability and business auto primary policies.
- E. Workers' Compensation insurance covering all individuals performing work under this contract at the statutory limits required by the Ohio Revised Code.

Village of Weston further agrees to name the Wood County, Ohio Board of Commissioners as an additional insured on all contracts of insurance for the duration of this Agreement except for professional liability and workers compensation insurance. The endorsement form and the certificate of insurance shall state the following: "Wood County Commissioners, and its respective officials, employees, agents, and volunteers are endorsed as additional insured as required by Contract on the commercial general, business auto and umbrella/excess liability policies." All certificates and endorsements must be received by the Board before work pursuant to this Agreement commences.

VI. MODIFICATION

Modification of this Agreement may be made by mutual written agreement of the parties. Such amendment is effective upon the date of approval by both parties.

VII. BREACH OF AGREEMENT

Failure to comply with the terms and conditions or any payments due shall be a breach of this Agreement. County shall send notice of breach to the Accessing Party which shall have 14 days to cure the condition of breach. Thereafter, the County may give notice of termination of this Agreement.

VIII. LIABILITY

By entering into this Agreement, Accessing Agency agrees to abide by the access and use terms of the software and to indemnify, defend, and hold harmless WCSO from any claims related the use or misuse of the necessary software by Accessing Agency.

With the exception of liability for the software, by entering into this Agreement no Entity is agreeing to indemnify or to hold harmless any other Entity for any additional liabilities of any kind which may arise from any action or omission of the latter Entity or its personnel acting under this Agreement. Each Entity shall be solely responsible for the cost of replacement of any lost or damaged equipment or apparatus and for any other injuries or damages that may arise from any action or omission of an Entity or its personnel acting under this Agreement.

IX. GOVERNING LAW

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio.

X. CONFLICT RESOLUTION

Unresolved or repetitive problems not resolved through normal channels should be referred to the CAD/RMS/JMS System Administrator of the Sheriff's Office in writing for resolution.

XI. NOTICE

Point of Contact information for the Wood County Sheriff's Office:

Name: Douglas Houtz, ENP - CAD/RMS/JMS System Administrator

Email: dhoutz@woodcountyohio.gov

Phone: (419) 354-9361

Accessing Agency information for Single Point of Contact:

LE Agency Name: _____

Primary Contact, Name & Title: _____

Primary Contact E-mail: _____

Telephone Number: _____

EMS Agency Name: Weston EMS

Primary Contact, Name & Title: Kathy Heyman, EMS Chief

Primary Contact E-mail: kathy@weston.com

Telephone Number: 419-575-0271

or 419-669-3224 (Village Office)

FIRE Agency Name: _____
Primary Contact, Name & Title: _____
Primary Contact E-mail: _____
Telephone Number: _____

XII. WAIVER

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

XIII. SEVERABILITY CLAUSE

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.

XIV. 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, proposals, and representations, whether written or oral.

XV. EXECUTION

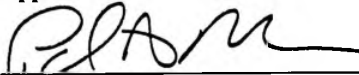
This MOU may be executed in one or more counterparts, all of which, taken together, shall constitute one and the same instrument, which integrated instrument contains the entire agreement of the parties on the subject matter of this MOU.

WHEREAS the parties hereto have executed this MOU as of the day and year written below.

For the Board of Commissioners, Wood County, Ohio:

Approved as to Form:

Craig LaHote, Commissioner

 1/3/2023

Paul A. Dobson
Wood County Prosecutor's Office

Doris I. Herringshaw, Commissioner

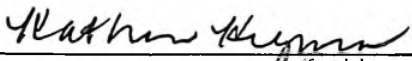
Dr. Theodore H. Bowlus, Commissioner

Date: _____

For the Accessing Agency:

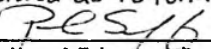

Accessing Agency Signature

Jeremy Schroeder, Mayor
Print Name & Title


Accessing Agency Signature if needed

Kathleen Heyman, Chief
Print Name & Title

~~Accessing Agency Signature~~ if needed

Approved as to form:

Print Name & Title Paul Skaff, Solicitor

Date: 11/20/2023

For the Sheriff's Office, Wood County, Ohio:

Mark Wasylshyn
Wood County Sheriff's Office

Date: _____