

RESOLUTION NO. 2023-03

A RESOLUTION TO AUTHORIZE THE FIRE CHIEF TO PURCHASE A MEDIC APPARATUS AND ASSOCIATED EQUIPMENT FROM HORTON EMERGENCY VEHICLES.

WHEREAS, the City of Miamisburg, Ohio and Miami Township, Montgomery County, Ohio created the Miami Valley Fire District (the "District") consistent with Ohio Revised Code Section 505.371 via Joint Resolution, City Resolution No. 2786 and Township Resolution No. 121-2011; and

WHEREAS, an employee committee researched and developed specifications for the purchase of a medic apparatus and associated equipment needed for the District; ("new medic equipment"); and

WHEREAS, after thorough review of specifications from vendors a recommendation from the fire chief has been provided to the Board of Trustees with respect to the new medic equipment; and

WHEREAS, the Miami Valley Fire District desires to purchase the new medic equipment from Horton Emergency Vehicles.

NOW, THEREFORE, BE IT RESOLVED BY THE MIAMI VALLEY FIRE DISTRICT BOARD OF TRUSTEES THAT:

Section 1.

The Fire Chief is authorized to purchase a medic apparatus and associated equipment from Horton Emergency Vehicles at an amount not to exceed \$330,000 consistent with the specifications and recommendation on file with the Miami Valley Fire District. This purchase is made off Ohio State Term pricing.

Section 2.

This Board hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Ohio Revised Code Section 121.22.

Section 3.

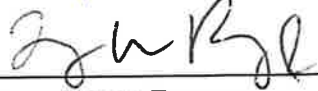
This resolution shall be in full force and effect February 9, 2023 and shall supersede any prior resolution or act of this Board, which may be inconsistent or duplicative with the provisions of this resolution.

Adopted this 9th of February 2023.



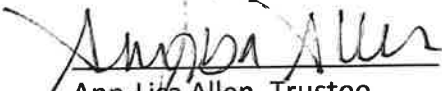
John Stalder, President

Yes/No



Terry Posey, Trustee

Yes/No




Ann-Lisa Allen, Trustee

Yes/No



Frank Fritsch, Trustee

Yes/No



Greg Bell, Trustee

Yes/No

WARRANTY:

Contract includes all published warranties in force at the date this proposal is accepted.

TERMS AND CONDITIONS:

A. LABOR AND MATERIALS: Horton Ambulance shall furnish the Ambulance listed as specified, with the price and delivery quoted herein, are based on materials which were in our inventory and in the inventory of our suppliers at the time of this proposal and are subject to prior sale. Delivery quotes are contingent on timely confirmation from Customer. Any variations to material listed will result in a cost change.

Change Order Fees may apply

B. ARBITRATION: If any controversy or dispute arises under, out of, or in relation to any of the provisions hereof which cannot be settled by the parties within 15 days after the same shall arise, such controversy or dispute shall be submitted for arbitration in the State of Ohio in accordance with the rules of the American Arbitration Association. Such arbitrator(s) in accordance with such rules shall determine any dispute or controversy submitted to arbitration in accordance with the provisions of the section.

The arbitrator(s) may award any relief which he or she shall deem proper in the circumstances, without regard to the relief which would otherwise be available to any party hereto in a court of law or equity including, without limitation, an award of money damages, specific performance, injunctive relief and/or declaratory relief. The award and findings of the arbitrators shall be conclusive and binding upon all the parties hereto, whether or not all parties hereto participate in the arbitration proceeding, and judgment upon the award may be entered in any court of competent jurisdiction upon the application of any party.

Any party may initiate an arbitration proceeding hereunder, all costs of which (including filing fees, fees payable to arbitrators, court reporters' fees, transcript costs and counsel fees) shall be recovered by the prevailing party. No party hereto shall commence any arbitration proceeding hereunder other than in good faith, or take any action other than in good faith which requires another party hereto to commence such arbitration hearing and, in the event any party is determined in arbitration to have so acted other than in good faith, he or it shall bear all costs of the such proceeding.

C. REPRESENTATION OF SOLVENCY: Buyer represents that buyer is solvent and has assets sufficient to meet all of its financial obligations, and that it is current on all of its financial obligations. Buyer further represents that it can and will meet all its financial obligations to seller on time. Buyer understands seller relies on this promise and that any breach is material and substantial and to the essence of the contract.

D. FORCE MAJEURE: Seller shall not be responsible for delay, nondelivery, failure to complete installation or construction, or default in shipment or other performance, in whole or in part if occasioned by strike, war, riot, or revolutions, or for any delay in transportation due to demands or embargoes of the United States government or any other government, or nondelivery or delays through fire, floods, droughts, accidents, insurrections, lockouts, breakdown of machinery, commandeering of vessels carrying goods, or for loss or damage in transit, or detention of or delay in vessels resulting directly or indirectly from acts of God, perils of the sea, stoppage of labor, shortage of carriers, or refusal of any necessary license of government restrictions considered as "force majeure," or any other unavoidable cause other than seller's own negligence. In no case shall seller be responsible after delivery of goods in good order or conditioning to the carrier or carriers at the point of shipment.

E. CUSTOM ORDERS: Buyer understands that a custom-ordered vehicle is specific to Buyers needs. Any deposit received for a custom order is non-refundable once Engineering has begun, material has been purchased or the vehicle begins production.

PRICE IS GOOD FOR 45 DAYS FROM DATED AGREEMENT

Thank you for your interest in having Horton Ambulance provide you with our quotation for this purchase. If you have any questions or comments regarding this sales agreement please contact us.

Sincerely,

Horton Ambulance

ACCEPTANCE OF PROPOSAL:

I have read, understand and agree to the terms, conditions and specifications described herein and authorize Horton Emergency Vehicles to go forward with this order.

By: _____
Customer Signature

Date

RESOLUTION NO. 2023-04

A RESOLUTION TO AUTHORIZE THE FIRE CHIEF TO ENTER INTO AN AGREEMENT WITH FIRST ARRIVING, LLC. TO PROVIDE A DIGITAL DASHBOARD PLATFORM FOR FIRE DISTRICT COMMUNICATIONS.

WHEREAS, the City of Miamisburg, Ohio and Miami Township, Montgomery County, Ohio created the Miami Valley Fire District (the "District") consistent with Ohio Revised Code Section 505.371 via Joint Resolution, City Resolution No. 2786 and Township Resolution No. 121-2011; and

WHEREAS, communications with fire district employees is important; and

WHEREAS, First Arriving, LLC. provides a platform for digital communications between fire stations that is controlled by the Fire Chief or his/her designee; and

WHEREAS, after thorough review of specifications from the digital dashboard vendor a recommendation from the Fire Chief has been provided to the Board of Trustees with respect to the agreement for providing the digital dashboard license and equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE MIAMI VALLEY FIRE DISTRICT BOARD OF TRUSTEES THAT:

Section 1.

The Fire Chief is authorized to enter into an agreement with First Arriving, LLC for digital communications dashboards for each fire station for an initial cost of \$4,390.00 and annual renewal cost in year two not to exceed \$3,550.00. Thereafter the agreement will renew automatically unless terminated by either party.

Section 2.

This Board hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Ohio Revised Code Section 121.22.

Section 3.

This resolution shall be in full force and effect February 9, 2023 and shall supersede any prior resolution or act of this Board, which may be inconsistent or duplicative with the provisions of this resolution.

Adopted this 9th of February 2023.



John Stalder, President

Yes/No



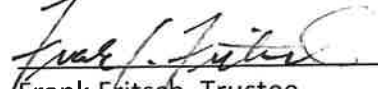
Terry Posey, Trustee

Yes/No




Ann-Lisa Allen, Trustee

Yes/No



Frank Fritsch, Trustee

Yes/No



Greg Bell, Trustee

Yes/No

RESOLUTION NO. 2023-05

A RESOLUTION TO AUTHORIZE THE FIRE CHIEF TO ENTER INTO AN INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT WITH NATIONAL PURCHASING PARTNERS (NPPGov).

WHEREAS, the City of Miamisburg, Ohio and Miami Township, Montgomery County, Ohio created the Miami Valley Fire District (the "District") consistent with Ohio Revised Code Section 505.371 via Joint Resolution, City Resolution No. 2786 and Township Resolution No. 121-2011; and

WHEREAS, NPPGov has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agencies; and

WHEREAS, the Master Price Agreements provide that all qualified government members of NPPGov may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies; and

WHEREAS, Miami Valley Fire District desires to become a member of the National Purchasing Partners Program.

NOW, THEREFORE, BE IT RESOLVED BY THE MIAMI VALLEY FIRE DISTRICT BOARD OF TRUSTEES THAT:

Section 1.

The Fire Chief is authorized to enter into an agreement with National Purchasing Partners (NPPGov) to become a member in order participate in cooperative purchasing of publicly awarded contracts for business needs as they relate to Miami Valley Fire District operations.

Section 2.

This Board hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Ohio Revised Code Section 121.22.

Section 3.

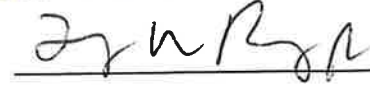
This resolution shall be in full force and effect February 9, 2023 and shall supersede any prior resolution or act of this Board, which may be inconsistent or duplicative with the provisions of this resolution.

Adopted this 9th of February 2023.




John Stalder, President

Yes/No



Terry Posey, Trustee

Yes/No



Ann-Lisa Allen, Trustee

Yes/No



Frank Fritsch, Trustee

Yes/No



Greg Bell, Trustee

Yes/No

Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between the “Lead Contracting Agency” and participating government entities (“Participating Agencies”), that are members of National Purchasing Partners (“NPPGov”), including members of Public Safety GPO, First Responder GPO, Law Enforcement GPO, Education GPO and EMS GPO that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as “parties” to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPPGov provides group purchasing, marketing and administrative support for governmental entities. NPPGov’s marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPPGov has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPPGov may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

- a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.
- b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the "Lead Contracting Agency Endorsement and Authorization" or "Participating Agency Endorsement and Authorization," as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to "Lead Contracting Agency"

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF "THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION" OR "PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

LEAGUE OF OREGON CITIES ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of the League of Oregon Cities ("Lead Contracting Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the League of Oregon Cities to Participating Agencies locally, regionally, and nationally through NPPGov. Copies of Master Price Agreements and any amendments thereto made available by the League of Oregon Cities will be provided to Participating Agencies and NPPGov to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the League of Oregon Cities and is duly authorized to sign this League of Oregon Cities Endorsement and Authorization.

DocuSigned by:

BY: _____
ITS:

Date: 3/26/2020

League of Oregon Cities Contact Information:

Contact Person: Mike Culley
Address: 1201 Court St NE #200, Salem, OR 97301
Telephone No.: 503-588-6550
Email: mculley@orcities.org

**PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of _____ (“Participating Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPPGov.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPPGov shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of _____ and is duly authorized to sign this Participating Agency Endorsement and Authorization.

BY: _____
ITS: _____

Date: _____

Participating Agency Contact Information:

Contact Person: _____
Address: _____

Telephone No.: _____
Email: _____

RESOLUTION NO. 2023-06

A RESOLUTION TO AUTHORIZE THE FIRE CHIEF TO ACCEPT THE QUOTES FROM ELITE COMPUTERS, INC. FOR THE SERVER, COMPUTER AND NETWORK EQUIPMENT UPDATE AND REPLACEMENT PROJECTS

WHEREAS, the City of Miamisburg, Ohio and Miami Township, Montgomery County, Ohio created the Miami Valley Fire District (the "District") consistent with Ohio Revised Code Section 505.371 via Joint Resolution, City Resolution No. 2786 and Township Resolution No. 121-2011; and

WHEREAS, due to the age and condition of the existing server, computer, and network equipment owned by the Miami Valley Fire District, the Fire Chief sought quotes for replacements or improvements; and

WHEREAS, the Fire Chief received quotes from three vendors for this request; and

WHEREAS, Elite Computers, Inc. had the most cost-effective quotes presented out of the three vendors; and

WHEREAS, the Fire Chief recommends that the Fire District Board of Trustees accept the quotes presented by Elite Computers, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE MIAMI VALLEY FIRE DISTRICT BOARD OF TRUSTEES THAT:

Section 1.

The Fire Chief is authorized to accept the quote for server replacement at a cost of \$24,699.99.

Section 2.

The Fire Chief is authorized to accept the quote for computer and network replacement or upgrades at a cost of \$49,919.12.


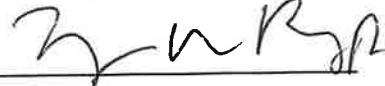
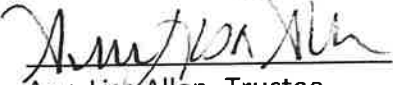
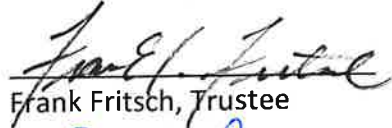
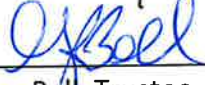
Section 3.

This Board hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Ohio Revised Code Section 121.22.

Section 4.

This resolution shall be in full force and effect February 9, 2023 and shall supersede any prior resolution or act of this Board, which may be inconsistent or duplicative with the provisions of this resolution.

Adopted this 9th of February 2023.

 _____ John Stalder, President	_____ <input checked="" type="radio"/> Yes/No
 _____ Terry Posey, Trustee	_____ <input checked="" type="radio"/> Yes/No
 _____ Ann-Lisa Allen, Trustee	_____ <input checked="" type="radio"/> Yes/No
 _____ Frank Fritsch, Trustee	_____ <input checked="" type="radio"/> Yes/No
 _____ Greg Bell, Trustee	_____ <input checked="" type="radio"/> Yes/No



Quotation

Elite Computers Inc.

7985 Washington Woods Dr
Dayton OH 45459
Phone: 937-684-2792
Website: <https://www.elite-computers.net>

Date	Expiry Date	Quotation #
01/27/2023	04/27/2023	20221122

Quotation To: Miami Valley Fire District 2710 Lyons Road Miamisburg, Ohio 45342 UNITED STATES
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Attention: Brandon Barnett 937-560-2152 brandon.barnett@miamivalleyfiredistrict.org

Name	Item Type	Description	Quantity	Unit Price	Total
Administration	T&M Labor Item	Labor to replace existing server + migrate all user data to new system	34.00	\$150.00	\$5,100.00
DELL PowerEdge	Product Item	DELL PowerEdge R740 2U Rackmount Server Dual Intel Xeon Gold (3.4GHz) / 512 GB RAM / 5TB SAS SSD RAID / 5 Year Warranty / Server 2022	1.00	\$19,599.99	\$19,599.99

Total:	\$24,699.99
Tax Value:	\$0.00
Grand Total:	\$24,699.99

Summary: Replace MVFD Server + Migrate all data onto new platform

Terms and Conditions: Prices are valid for 30 days and for the quantities listed on the quote request unless otherwise noted. Some products might be delayed due to supply chain disruptions.
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Quotation

Elite Computers Inc.

7985 Washington Woods Dr
 Dayton OH 45459
 Phone: 937-684-2792
 Website: <https://www.elite-computers.net>

Date	Expiry Date	Quotation #
01/26/2023	04/26/2023	20221117

Quotation To: Miami Valley Fire District 2710 Lyons Road Miamisburg, Ohio 45342 UNITED STATES
--

Attention: Brandon Barnett 937-560-2152 brandon.barnett@miamivalleyfiredistrict.org

Name	Item Type	Description	Quantity	Unit Price	Total
Administration	T&M Labor Item	Labor for new server install, replacement switching, replacement wireless, swapping out old desktops.	66.00	\$150.00	\$9,900.00
Aruba Instant On AP22	Product Item	HPE Aruba Instant On AP22 Series Wireless AP	18.00	\$229.99	\$4,139.82
Aruba Instant On 1930 48-Port Gigabit PoE+ 370W	Product Item	48 Port PoE+ 370W w/ 10 GIG SFP+	2.00	\$1,259.99	\$2,519.98
Aruba Instant On 1930 24-Port Gigabit PoE+ 370W	Product Item	24 Port PoE+ 370W w/ 10 GIG SFP+	5.00	\$979.99	\$4,899.95
DELL OptiPlex 3080	Product Item	Core i5 / 16GB RAM / SSD (Replacement Desktops)	13.00	\$979.99	\$12,739.87
LG 27" Monitor	Product Item	LG 27" Monitor IPS / Adjustable	40.00	\$229.99	\$9,199.60
CyberPower ST625U	Product Item	CyberPower ST625U Standby UPS System, 625VA/360W, 8 Outlets, 2 USB Charging Ports, Compact	1.00	\$79.99	\$79.99
HP Color LaserJet Pro M283fdw	Product Item	HP Color LaserJet Pro M283fdw Wireless All-in-One Laser Printer, Remote Mobile Print, Scan & Copy, Duplex Printing, Works with Alexa (7KW75A)	1.00	\$529.99	\$529.99
DELL PowerEdge R630	Product Item	Dual Xeons / 256GB RAM / 8TB RAID SAS / 5 Year Warranty / Server 2022 License Backup Server	1.00	\$4,999.99	\$4,999.99
250 GB SSD	Product Item	Samsung 256GB SSD + 8 GB Stick DDR4 RAM	7.00	\$129.99	\$909.93

Total:	\$49,919.12
Tax Value:	\$0.00
Grand Total:	\$49,919.12

Summary: Replace the existing network, and wireless infrastructure. Replace 10 x desktops and replace existing desktop monitors. Upgrade several machines to SSD + additional RAM. Replace failing UPS + Install new All-in-One Printer.
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Terms and Conditions: Prices are valid for 30 days and for the quantities listed on the quote request unless otherwise noted. Some products might be delayed due to supply chain disruptions.
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RESOLUTION NO. 2023-07

A RESOLUTION TO AUTHORIZE THE FIRE CHIEF TO ENTER INTO A MASTER SERVICES AGREEMENT WITH ELITE COMPUTERS, INC. FOR IT SERVICES FOR THE MIAMI VALLEY FIRE DISTRICT.

WHEREAS, the City of Miamisburg, Ohio and Miami Township, Montgomery County, Ohio created the Miami Valley Fire District (the "District") consistent with Ohio Revised Code Section 505.371 via Joint Resolution, City Resolution No. 2786 and Township Resolution No. 121-2011; and

WHEREAS, the Miami Valley Fire District requires a reputable company to perform IT services for operational needs; and

WHEREAS, Elite Computers, Inc. provided a quote for monthly services to perform IT services for Miami Valley Fire District; and

WHEREAS, Elite Computers, Inc. provided a Master Services Agreement that is not binding and allows IT services to be performed monthly; and

WHEREAS, the Fire Chief recommends the Fire District enter into a Master Services Agreement with Elite Computers, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE MIAMI VALLEY FIRE DISTRICT BOARD OF TRUSTEES THAT:

Section 1.

The Fire Chief is authorized to enter into a Master Services Agreement with Elite Computers, Inc. to provide ongoing IT services for Miami Valley Fire District

Section 2.

This Board hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Ohio Revised Code Section 121.22.

Section 3.

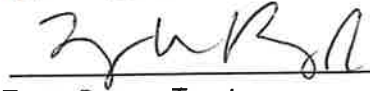
This resolution shall be in full force and effect February 9, 2023 and shall supersede any prior resolution or act of this Board, which may be inconsistent or duplicative with the provisions of this resolution.

Adopted this 9th of February 2023.



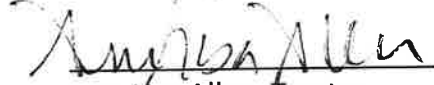
John Stalder, President

Yes/No



Terry Posey, Trustee

Yes/No



Ann-Lisa Allen, Trustee

Yes/No



Frank Fritsch, Trustee

Yes/No



Greg Bell, Trustee

Yes/No



MASTER SERVICES AGREEMENT

Client: Miami Valley Fire District

Service Addresses: 2710 Lyons Road Miamisburg, OH 45343

Term of Agreement: MONTHLY commencing on the **1st of FEB, 2023** ("Start Date").

Scope of Included Services: See Exhibits and Addendums

Monthly Base Rate: See Exhibits for a detailed breakdown. Rates will change at the beginning of the month following the addition of any components within Exhibits or other addendums. **\$75.00 Per Agent Per Month**

1. Engagement: Client hereby engages **Elite Computers Inc...** ("Company") for the initial term set forth above, to provide services in support of Client's computer, electronic and information technology systems ("IT Services") located at the Service Addresses identified above. Upon expiration of the initial term, and upon expiration of each successive term, this Agreement shall be automatically renewed and extended for an additional term equal to the original unless one of the parties hereto serves notice upon the other of intent not to renew the Agreement at least thirty days prior to the renewal date.

2. Scope of Included Services: Company will perform IT Services to support employee efficiencies and client revenue producing activities as required, during the term of this Agreement, during business hours. Work completed outside of normal or after business hours is billed at Emergency rates, See Exhibits. An Emergency is any IT service related issue that affects 3 or more people within the Client's organization, or affects a revenue producing activity within the business. Client will be provided the opportunity to postpone Emergency work to fall within normal or after hours to avoid additional charges. Company will decide whether to perform IT Services at the Service Address or off-site. Client agrees not to make unreasonable requests for services. See Exhibits.

3. Pricing, Additional Services: The Monthly Base Rate set forth below covers the cost of IT Services coming within the Scope of Included Services in addition to addendums, if any, to this document. Charges for additional services such as "Project Type" work, requested or required by Client will be determined by agreement of the parties or, in the absence of agreement, will be charged at Company's standard rates in effect at the time service is provided or adjustments to standard rates if defined in Exhibits. The Base Rate does not include the cost of any hardware, software, equipment, 3rd party services, or supplies or any out-of-pocket expenses incurred by Company unless specifically identified as included in the Exhibits or in an addendum.

4. Payment, Suspension or Termination of Services: Payment of the Monthly Base Rate is due on the last day of each month during the term of this Agreement and shall be considered delinquent if unpaid within ten (10) days of the due date. Client shall pay invoices for any additional amounts due to Company within thirty (30) days after receipt. Company shall have the right to; suspend the performance of IT Services, or to terminate this Agreement, if Client fails to make payment within the time permitted for doing so under this



Agreement. Client shall have the right to, at their discretion, terminate this Agreement in the event that Company fails to meet the Required Performance Standard established by the Service Guarantee described in Exhibits and above Scope of Included Services; provided, however, that Client shall not terminate this Agreement pursuant to this provision without first giving Company written notice of deficiencies in performance and a reasonable opportunity (not less than 30 days) to meet and maintain the Required Performance Standard.

5. Price Adjustments: Monthly base rate is billed on a per agent per monthly basis. Automatic adjustment of the billable amount will be based upon agent counts which are defined as the number of software agents that the company is running as of the first of the month. Company shall have the right to propose an adjustment to the Monthly Base Rate, as provided in Exhibits, in the event of equipment purchases, substantial changes in the demand for IT Services initiated by Client, material increases in costs to Company, or if Client's demand for IT Services during the term of this Agreement should exceed the Adjustment Threshold, See Exhibits. When an adjustment occurs, an addendum detailing the change will be signed by both parties and attached to this contract.

6. Tangible Property Rights: Authorization to use any software or hardware provided by Company to the Client provides a personal, non-exclusive, limited, non-transferable and temporary license. All rights are reserved. The Client may not re-publish, transmit, distribute, sell, lease, sublet or make any unauthorized use of Company property. Modification of such materials or the use of such materials for any purpose not authorized by Company is prohibited. Client agrees to act in good faith and maintain in good physical and working order any hardware, software or other tangible items belonging to Company that are installed, lent to, leased to, or for any other reason in possession by Client or Client personnel. In the event of damage, theft, modification, defacing, loss of, or any other acts considered beyond what would be considered "normal wear" the Client will be responsible reimbursing Company for repair and/or replacement of such material in an amount determined by Company to be "fair market value" and will be due immediately at any time requested by Company.

7. Ownership of Work Product: Any work of authorship fixed in any tangible medium that is the subject matter of a copyright or potential application for registration therefore (including, but not limited to, object code and source code), (b) unpatented inventions, including but not limited to, physical parts or components, processes, techniques, programs or methods, (c) non-trademarked or non-service-marked distinctive symbols, pictures or words, (d) hardware or software provided by Company for use by Client (e) trade secrets, or (f) any other copyrightable, patentable and/or trademarkable intellectual property rights, whatsoever, associated with any ideas, symbols, marks, phrases, writings, drawings, inventions, machines, designs, concepts, techniques, methods, know-how, processes or works of authorship developed or created by: (i) Company and/or Company Personnel; and/or (ii) through collaborative efforts of Company (including Company Personnel) and Client and/or any director, officer, shareholder, member, manager, employee, agent, independent contractor or representative of Client ("Client Personnel") during the term of this Agreement (collectively, the "Work Product") shall belong to Company; provided that Client shall retain a perpetual, non-exclusive, royalty-free license to use the Work Product in its day to day business operations so long as Client does not disclose, sell or assign, in any capacity, its rights in said Work Product, to any third party (including Company Personnel and Client



Personnel) without the express, written consent of Company, which consent may be withheld. Upon request of Company, Client shall, if necessary, take such actions, and shall cause Client Personnel to take such actions, including execution and delivery of any and all instruments of conveyance, necessary to grant title in and to the Work Product to and in the name of Company.

8. Non-Diversion: Client agrees that during the term of this Agreement and for a period of five years following the termination of this Agreement, Client will not recruit or hire any employee, agent, representative or subcontractor of the Company ("Company Personnel"), nor will Client directly or indirectly contact or communicate with Company Personnel for the purpose of soliciting or inducing such Company Personnel (a) to accept employment with, or perform work for any person, firm, or entity other than Company; or (b) to provide services to Client or any other person, firm or entity except as an employee or representative of the Company. Client agrees that, in the event of a breach or threatened breach of this provision, in addition to any remedies at law, Company, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy which may then be available.

9. Disclaimer of Warranties: To the fullest extent permitted by law, Company disclaims all warranties, express, implied or statutory, including, but not limited to, implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose. Company does not warrant that use of software, hardware, services or any other products furnished by Company will be uninterrupted, error-free, or secure, that defects will be corrected, or that products or the server(s) to which access is provided are free of viruses or other harmful components.

10. Limitation of Liability: In no event shall Company be liable to the Client or any other party for any special, exemplary, incidental, consequential, or direct damages, including but not limited to lost profits, whether arising out of contract, tort, strict liability or otherwise. In no way is Company responsible for any damages to the Client or any other party including but not limited to lost profits due to; data loss, the unavailability of or malfunctioning of any equipment, software, or service, whether provided by Company or any party representing Company or otherwise. Company shall not be liable to Client for any failure or delay caused by events beyond Company's reasonable control, including, without limitation, Client's failure to furnish necessary information, sabotage, failures, theft or delays in transportation or communication, failures or substitutions of equipment, labor disputes, accidents, shortages of labor, fuel, raw materials, equipment, technical failures, accessibility to work site, acts of God, or any other reason.

11. Actions: No action, regardless of form (including in contract, tort or otherwise), arising in connection with the performance of this Agreement may be brought by either party more than one (1) year after the date of the occurrence on which the action is based.

12. Good Faith: The parties hereto expressly assume an obligation to act in good faith toward one another in the performance of their obligations under this Agreement

13. Access: Client agrees to maintain, where required, a full time, dedicated Internet connection and to allow the Company access to the Client's network via that Internet connection. Client agrees to allow the Company employees or subcontractors access to its



facilities in order to perform services under this Agreement. Client agrees to allow the Company access to the covered equipment. Facility access may be denied for any reason at any time, however if access to facilities is denied, the Client understands the Company may be unable to perform their duties adequately and if such a situation should exist, the Company will be held harmless. In the case of the Client residing in a facility with access controlled by a third party, the Client is responsible for obtaining proper and adequate permissions for the Company to enter and operate on the premises designated as the Client's work area. Client agrees to allow the Company to load any necessary management software on their systems. Client agrees to furnish the Company with Administrator-level password access for all covered equipment and servers, where necessary. The Company agrees not to prevent Client from accessing any equipment owned by the Client or Company.

14. Limitations of Technology: The Client acknowledges that technologies are not universally compatible, and that there may be particular services or devices that the Company may be unable to monitor, manage, or patch. The Company agrees to inform the Client when such a situation arises. The Client agrees to correct the situation if applicable, and to hold the Company harmless in any case. Patches and antivirus definitions are distributed by their respective software vendors, and as such, the Company has no direct control over the effectiveness or lack thereof of the software being applied. The Company shall not be held responsible for interruptions in service due to patches released by software vendors.

15. Authority: Client signatory represents and warrants that it has full corporate power and authority to execute this Agreement to bind their company. Only individuals with title of Chief Executive, Chief Financial Officer, Owner or any person designated by any of those individuals shall have power and authority to bind Client.

16. Successors, Transferability: The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise, and whether or not the corporate existence of the Company continues) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. As used in this Agreement, "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which assumes and agrees to perform this Agreement by operation of law, or otherwise and, in the case of an acquisition of the Company in which the corporate existence of the Company continues, the ultimate parent company following such acquisition. Subject to the foregoing, the Company may transfer and assign this Agreement and the Company's rights and obligations hereunder to another entity that is substantially comparable to the Company in its financial strength and ability to perform the Company's obligations under this Agreement.

17. Miscellaneous: This instrument, with attached exhibits, contains the entire agreement of the parties and supersedes any previous agreement on the same subject matter between them. No amendments or variations of the terms and conditions of this agreement shall be valid unless the same are in writing and signed by all parties hereto. Company is an independent contractor and nothing herein shall be construed as inconsistent with that relationship or status. If any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity,



illegality or unenforceability shall not affect the other provisions hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein. The headings contained herein are for convenience of reference only, and are not to be used in interpreting this agreement. This agreement shall be construed and enforced pursuant to the laws of the State of Ohio. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document. Monthly Service Agreement lends control authority to Technology Solutions for IT policies and changes.

Exhibit A



What We Cover, EVERYTHING! (Computers + Users at least)
Computers + Users = Issues
Sample List Below...

General	Included
Warranty Status	Included
Hardware & Software Details	Included
Authorized Software	Included
Network Mapping	Included
Network Coverage	
Firewall & Wireless Access Device Management	Included
Network Connections	Included
Installation of New User Profiles	Included
Email Setup on Smart Phones	Included
Network Device Backups	Included
Printer Management	Included
Help Desk Support (Remote and On-Site)	
During Hours Remote Support (8:00am – 5:00pm Mon – Fri non-holidays)	Included
After Hours Remote Support (5:00pm – 9:00pm Mon – Fri non-holidays)	Included
During Hours On-Site Support (8:00am – 5:00pm Mon – Fri non-holidays)	Included
After Hours On-Site Support (5:00pm – 9:00pm Mon – Fri non-holidays)	Included
Emergency Hours Remote Support (Billed as needed at \$250 per hour)	Included
Emergency Hours On-Site Support (Billed as needed at \$250 per hour)	Included



Exhibit A

What Is Included For Workstations, **EVERYTHING**, JUST MAKE THEM WORK!
Sample List below...

Workstation Services	Premier Services
<ul style="list-style-type: none">• Security<ul style="list-style-type: none">○ Blacklisted Software○ Antivirus (EDR) Software Definitions – For purchased AV products○ Expired Passwords Monitoring○ Blacklisted Event Detection○ Windows Patch Management○ Support Software Updates (Adobe Reader, Microsoft Office, etc....)○ Hardware Tampering Detection	Included
<ul style="list-style-type: none">• Performance<ul style="list-style-type: none">○ Hard Drive File Fragmentation○ Hard Drive MFT Fragmentation○ Low Memory Detection○ High CPU Usage Detection○ Startup/Background Processes○ Unauthorized Software Removal	Included
<ul style="list-style-type: none">• Proactive Reliability<ul style="list-style-type: none">○ Hard Drive Error Monitoring○ Hard Drive SMART Stats Monitoring○ Hard Drive Free Space○ Hardware/Software Raid Failure Monitoring○ Windows File Corruption○ Bad Process Detection	Included



Exhibit A

What Is Included For Servers, EVERYTHING! SERVERS NEED TO WORK TOO!
Sample List below...

Server Monitoring & Administration	Premier Services
<ul style="list-style-type: none">• Security<ul style="list-style-type: none">○ Blacklisted Software○ Antivirus Software Definitions – For purchased AV so○ Expired Passwords Monitoring○ Blacklisted Event Detection○ Windows Patch Management○ Support Software Updates○ Hardware Tampering Detection	Included
<ul style="list-style-type: none">• Performance<ul style="list-style-type: none">○ Hard Drive File Fragmentation○ Hard Drive MFT Fragmentation○ Low Memory Detection○ High CPU Usage Detection○ Startup/Background Processes○ Unauthorized Software Removal	Included
<ul style="list-style-type: none">• Proactive Reliability<ul style="list-style-type: none">○ Hard Drive Error Monitoring○ Hard Drive SMART Stats Monitoring○ Hard Drive Free Space○ Hardware/Software Raid Failure Monitoring○ Windows File Corruption○ Bad Process Detection○ SQL Database Availability	Included
<ul style="list-style-type: none">• Administration<ul style="list-style-type: none">○ Exchange Updates○ User Updates (Removal/Addition)○ Active Directory	Included



Exhibit A

What Is Included For IaaS (Infrastructure as a Service)

IaaS - Includes all hardware purchases and configuration in perpetuity for *Infrastructure (Infrastructure as a Service,)

*Infrastructure is defined as any hardware that needs to be in place and functional to facilitate the function of end user hardware or needs, specifically servers, phone systems, routers, firewalls, or switches. Software is not assumed to be considered as IaaS, and the presumption is that this agreement is to support the known environment in place at the time this agreement was signed. It is the intent of all discussions regarding this and future agreements that they be handled in a manner consistent with the desire to continue the business relationship to the mutual benefit of Technology Solutions and the Client. Additions to the hardware environment will increase the IaaS billed monthly amount and will be proposed to the client prior to purchase and installation.



Exhibit B

What Is Not Included, Ugh, really? Why not! 😞

Client agrees that the following is not included as covered in this agreement. This page is for reference only.

“Project / Integration Work” Defined as any service designated to add or increase functionality or capacity; in other words, any work that is not designed to support existing systems, revenue producing activities, or persons. Projects are outside the scope of this agreement and as such will be quoted and invoiced separately. Project / Integration work will be identified to The Client as such before any work is performed. *Most of the time, we will exercise our right to NOT CHARGE YOU if you have been a super reasonable client, because we want to celebrate with you on the growth of your business, and we will move you to that AWESOME NEW OFFICE without charging extra. Except for cabling, cabling is hard; we will quote that for you.*

“Line of Business Applications” Defined as applications such as custom accounting packages, CRM software, ERP software, etc. that are not specifically mentioned herein fall outside the normal purview of this Agreement. Reasonable attempts will be made to correct connectivity issues to such applications; however problems specific to the application configuration or network problems caused by the applications are excluded.

“Hardware Replacement Cost” Defined as the equipment cost associated with hardware replacement that falls outside of this agreement. Hardware replacement can take the form of warranty, extended warranty, manufacturer’s support contract, on-site spares, or purchases as needed. Hardware replacement options will be discussed as part of the Audit deliverables to be sure an appropriate hardware strategy exists for all critical equipment. *ALL labor for replacing failed hardware IS COVERED under the agreement, we just need to understand that you have to pay for the cost of the equipment, and then we cover the installation and configuration!*

“Cabling” Defined as the cost associated with running cables to or from devices for the purposes of resolving connectivity to areas not currently serviced by a physical cable. Reasonable attempts will be made to correct connectivity issues to new or existing devices. Cabling projects are outside the scope of this agreement and as such will be quoted and invoiced separately. Any cabling work will be identified and agreed upon by the Client before any work is performed.

Oh, I guess that make sense, i’ll allow it 😊



Exhibit C

Service Guarantee, We Guarantee that bad stuff will happen, but we will be there to fix it... Really Quickly, I PROMISE!

Company will provide all customary, scheduled, and routine services required under this Agreement in a reasonably prompt and timely manner. In addition, Company shall meet or exceed the following requirements in responding to specific requests for service:

Trouble	Priority	Response Time	Resolution Time	Escalation Threshold
Critical Emergency – During business hours (Service not available to all users and functions unavailable).	1	Within 1 hr	ASAP –Best Effort	2 hours
Urgent – During business hours (large number of users or business critical functions affected)	2	24 Hrs	ASAP –Best Effort	8 hours
High – During business hours (Limited degradation of service, limited number of users or functions affected, business process can continue)	3	Within 24 business hours	ASAP –Best Effort	48 hours
Normal – During business hours (Small service degradation, business process can continue, one user affected)	4	Within 48 business hours	ASAP –Best Effort	96 hours
Low Priority – During business hours (Maintenance needed, no noticeable degradation to any users)	5	Next Time	Not Applicable	Not Applicable

Value Added Items*	Premier Services
Virus Free Network	Included
99.99% Up-Time (See Definition Below)	Included
Guarantee Against Duplicated Billing	Included
99.99% Up-Time on Internal Email Systems	Included
Guarantee That Remote Access Systems Always Work	Included
Guarantee Satisfaction	Included
Guarantee Against Firewall Intrusion	Included

Disclaimer

* “Value Added Items” Company does not guarantee that these things will not happen. Company does guarantee that if these things do happen, you’ll never have to pay to remediate the issue when the cause is due to a failure on the Company’s part to prevent the problem.



Exhibit D

Pricing Agreement, it costs how much?

SUPPORT AGREEMENT / BILLING INFORMATION			
Contract Date:	02/1/2023	Bill To:	MVFD
Customer:	Miami Valley Fire District	Billing email:	brandon.barnett@miamivalleyfiredistrict.org
Primary Contact:	Brandon Barnett	Phone	937-560-2114
Effective Date:	2/1/2023	Payment Terms:	Net 30
Renewal Date:	N/A	Billing Cycle:	Monthly
Contract Length:	Monthly	Monthly Billing Amount:	27 Agents @ \$75 EA
Account Mgr:	Doug Ruedisueli	New Contract / Add on:	New Contract
Contract Type:	Monthly		

COVERED IN THIS AGREEMNT	Qty
Laptop (Monitoring Capabilities Dependent on Connections to Internet)	Included
Client's Primary Office Network	Included
Client's Servers	Included
Monitoring of Desktops Included	Included
User Supported @ \$75.00 Per Agent	

SUPPORT COVERED	Costs
Remote PC Management/Help Desk (8am-9pm M-F)	0
Remote Network Management (8am-9pm M-F)	0
Remote Server Management (8am-9pm M-F)	0
24x7x365 Network Monitoring	0
Lab Labor (8am-5pm M-F)	0
Vendor Management (8am-5pm M-F)	0
Off-Site Secure Backups	\$TBD
On-Site Support (8am-5pm M-F)	0
Emergency Support	\$200 per hour
Misc. Notes:	

Oh, ok... that's not too bad, when can we start?



So, there is just this one thing, can we like kind of add it... just this once?
Pretty Please..?

Customizations to this document:

MSP NAME

CLIENT_NAME

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

This document is not valid until approved by a Company executive below. Authorized By: (Must be an Company Executive not Sales personnel)