

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PERSONAL SERVICES AGREEMENT WITH SIMVAY LLC FOR ENTERPRISE MANAGED TECHNOLOGY SERVICES AND DECLARING AN EMERGENCY.

WHEREAS, Section 59 of the Avon Lake City Charter, entitled Competitive Bidding, authorizes the expenditure of funds without public bidding for “personal services” as defined in the Charter; and

WHEREAS, the City of Avon Lake desires to retain the personal services of Simvay Systems of Westlake, Ohio for Enterprise Managed Technology Services for City Hall, Municipal Court, and the Fire Department effective April 1, 2022 through March 31, 2024.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF
THE CITY OF AVON LAKE, STATE OF OHIO:

Section No. 1: That the Mayor is hereby authorized and directed to enter into an agreement (Exhibit A) with Simvay LLC of Westlake, Ohio, for Enterprise Managed Technology Services. The agreement shall state among its terms that the cost of said personal services shall be billed a monthly fee of \$4,150 and shall not exceed \$99,600.00 for the duration of the agreement. Upon completion of said computer services to the satisfaction of the Director of Finance, he is hereby directed to deliver to Simvay Systems the warrant of this City and to cause said warrant to be paid.

Section No. 2: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees which resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section No. 3: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of providing the employees of the City of Avon Lake with Enterprise Managed Technology Services so they can perform their duties efficiently and maintain the operation of City departments, thus for the health, safety, and welfare of the residents of Avon Lake. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

1st reading: 2/28/2022

2nd reading:

3rd reading:

PASSED: 3/14/2022

/s/ Martin E. O'Donnell

President of Council

POSTED: 3/18/2022

APPROVED: 3/15/2022

ATTEST: /s/ Valerie E. Rosmarin

Clerk of Council

/s/ Gregory J. Zilka

Mayor



Enterprise Managed Technology Services

City, Muni Court and Fire Department

April 1st, 2022 – March 31st, 2024

Monthly Service Fee: \$4,150

Enterprise Managed Technology Services (EMTS) Deliverables:

- Regularly Scheduled Onsite Resource
 - 4 Hours Every Tuesday and 4 Hours Thursday Every Week excluding nationally recognized holidays
 - Up to 25 Hours of Gold Expedited Service Annually
- Ticket Management System
- Assigned Site Administrator Resource
 - Technology Consulting and Strategic Advice
- Server Management and Monitoring
- Computer Endpoint Inventory, Management and Monitoring
- Email System Management
- Data Backup Management and Monitoring
- Switch Management
- Firewall Management and Monitoring
- Third Party Software Life Cycle Management
- Prepare Yearly Technology Budget
- Monthly Server Security Patching Maintenance Window

Enterprise Managed Technology Services Assumptions:

- Client maintains an advanced endpoint protection subscription
- Client maintains a DNS filtering subscription
- Client maintains a firewall security services subscription
- Client maintains an email security subscription
- Client maintains a backup system subscription with a minimum of 2 independent backup storage locations
- Client maintains at minimum a manufacturer warranty on Firewalls, Switches, Routers, Servers and any other component critical to organization operations
- Client maintains a cyber security insurance policy with a minimum of 1 Million Dollars of coverage
 - Policy must cover damages through mitigation services, forensic analysis services and recovery services
- Client maintains a software maintenance contract for any software critical to organizational operations
- Any and all hardware and software are reviewed with Simvay LLC prior to purchasing

Enterprise Managed Technology Services Exclusions:

- Does not cover any hardware, software, licenses, license renewals, upgrades or shipping fees.
- Does not cover any third-party vendor or manufacturer warranties
- Does not cover any third-party Support Case Incidents
- Does not cover costs for hardware and software life cycle end of life refreshes
- Does not cover costs associated to recovery resulting from virus/malware infection
- Does not cover costs associated with hardware failure, power, or acts of god



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TERMS AND CONDITIONS

- I. TERM
 - a. This agreement shall be for two (2) years from the date it is accepted by Simvay LLC.
 - b. Agreement automatically renews for an additional one (1) year unless written notice is received by Simvay LLC (60) days before contract expiration.
- II. CONTRACT
 - a. Scheduled service is performed during the principle period of maintenance defined as 4 Hours every Tuesday and 4 Hours every Thursday between the business hours of 8:00 am and 5:00 pm, local time, for the duration of the contract term excluding nationally recognized holidays and recognized states of emergency delaying or preventing scheduled service.
 - b. Expedited Service Level
 - i. Gold | 8 Hour Response – 24 x 7
 - 1. Interruption to normal business workflow
 - 2. System Outage
 - 3. Security Breach
- III. REQUEST FOR SERVICE
 - a. The authorized representative of the customer will initiate all requests for service. The service request shall contain the following:
 - i. Name and address of the equipment user
 - ii. Name and user personnel to be contacted
 - iii. Equipment type, serial number, and location
 - iv. Description of the problem
- IV. RESPONSE TIME
 - a. Simvay LLC normal response time to customer standard support requests is defined by above “CONTRACT” section
 - b. Simvay LLC normal response time to customer expedited support requests is defined by above “CONTRACT” either by phone, VPN or onsite. Two (2) hour minimum charge per support request.
- V. FREEDOM OF ACCESS
 - a. Customer agrees that Simvay LLC, or its authorized service representative, shall have reasonable and free access to the equipment and systems. Any denial of reasonable and free access to the equipment will be separately billed to the customer.
- VI. CUSTOMER RESPONSIBILITIES
 - a. In regard to each unit of equipment managed by this agreement, customer agrees to prevent unauthorized adjustment, repairs or modifications, and to ensure that the equipment is utilized in accordance with applicable vendor published specifications.
- VII. TAXES
 - a. Customer is responsible for paying any and all taxes resulting and occurring from any and all services rendered under this contract, solely to the extent such taxes are applicable to a municipality.
- VIII. LIMITATION OF LIABILITY
 - a. *Note: Municipalities cannot provide indemnification.
- IX. PERFORMANCE
 - a. Aggrieved party must provide notice and documentation to the other party within a reasonable time after it has or ought to have become aware of the non-conforming performance.
 - b. Other party must rectify fundamental non-performance within thirty (30) days. If fundamental non-performance is not rectified within thirty (30) days the aggrieved party may terminate contract with a thirty (30) day written notice.
- X. NON-DISCLOSURE
 - a. Customer and Simvay LLC agree to not reveal to any person, firm, or organization any confidential information of any nature concerning the organization, or anything connected therewith.
- XI. GOVERNING LAW
 - a. This agreement shall be governed and construed in accordance with the laws of the State of Ohio.
- XII. ENTIRE AGREEMENT
 - a. This agreement constitutes the entire agreement between the parties, and may not be assigned without the written consent of the other party. All changes, modifications, additions, or deletions to this contract shall be in writing and signed by all parties.
- XIII. TERMINATION
 - a. Either party may terminate this agreement due to a material breach by the other party that is not cured within thirty (30) days after receipt of written notice of same from the aggrieved party.



Enterprise Managed Technology Services

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SIGNATURE AND CONTRACT EXECUTION

This Service Agreement ("Agreement") is made and entered into between Simvay LLC, with office at 29570 Clemens Rd, Westlake, OH 44145 and _____ a _____ with offices at _____ ("Customer"). All notices, pursuant to Section 12.4, intended for parties shall be effective if sent to their respective addresses above, if to Simvay LLC, attention Management; if Customer, attention: _____ ("Notice").

Service Provider:	Simvay LLC	Client:	City of Avon Lake, Ohio
Representative:		Representative:	Gregory Zilka
Title:		Title:	Mayor
Date:		Date:	
Signature:		Signature:	

Purchase Order Number: _____

Upon acceptance of this contract, sign this page and mail to Simvay LLC, c/o Service Contracts. Please include your purchase order with this signature sheet.