

**ORDINANCE NO. 2023 – 51**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO AN AGREEMENT FOR TECHNOLOGY SERVICES WITH SIMVAY LLC, AND DECLARING AN EMERGENCY**

**WHEREAS**, the Administration has determined the need for and recommends technology services to improve the City’s information technology.

**WHEREAS**, the use of technology services provided by Simvay, LLC will improve efficiency and security within the City’s information technology system.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Parma Heights, County of Cuyahoga and State of Ohio:

Section 1: The Administration is authorized and directed to enter into an Agreement between the City of Parma Heights and Simvay LLC, in the form identified as Exhibit “A” attached hereto, and made a part hereof as though fully rewritten.

Section 2: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3: This Ordinance is declared to be an emergency measure necessary for the public peace, health, and safety of the Municipality, and for the further reason it is necessary for the City to initiate and utilize the technical expertise and resources of Simvay LLC to assist the City with information technology services; wherefore, this Ordinance shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

PASSED: Aug. 21, 2023 Thomas Rounds  
PRESIDENT OF COUNCIL

ATTEST: Barbara Allen Aug. 21, 2023  
CLERK OF COUNCIL APPROVED

FILED WITH THE MAYOR: Aug. 21, 2023 Marie Gallo  
MAYOR MARIE GALLO

## EXHIBIT A



## Enterprise Managed Technology Services

September 1<sup>st</sup>, 2023 – August 31<sup>st</sup>, 2024

Monthly Service Fee: \$4,450.00

### Enterprise Managed Technology Services (EMTS) Deliverables:

- Regularly Scheduled Hybrid Resource
  - 4 Hours Every Wednesday Every Week excluding nationally recognized holidays
    - Resource arrives onsite if open support tickets deem necessary
  - Up to 25 Hours of Gold Expedited Service Annually, including services described in Sections II and IV of the Terms and Conditions that follow, with any additional hours of service beyond 25 billed at \$300 per hour.
- 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
- 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



# Enterprise Managed Technology Services

September 1<sup>st</sup>, 2023 – August 31<sup>st</sup>, 2024

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## TERMS AND CONDITIONS

- I. **TERM**
  - a. This agreement shall be for one (1) year from the date it is accepted by Simvay LLC.
  - b. Agreement may be renewed for an additional one (1) year upon the Customer's option via written notice issued to Simvay LLC
- II. **CONTRACT**
  - a. Scheduled service is performed during the principal period of maintenance defined as 4 Hours Every Wednesday 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.
- 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, except as may be required by law, including the Ohio Public Records Act.
- 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.



# Enterprise Managed Technology Services

## September 1<sup>st</sup>, 2023 – August 31<sup>st</sup>, 2024

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### 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.

### 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 City of Parma Heights, an Ohio political subdivision, with offices at 6281 Pearl Road, Parma Heights, Ohio 44130 ("Customer"). All notices intended for parties shall be effective if sent to their respective addresses above, if to Simvay LLC, attention Management; if Customer, attention: Law Director ("Notice").

Service Provider:	Simvay LLC	Client:	City of Parma Heights, Ohio
Representative:	Kristoffer Oswald	Representative:	Marie Gallo
Title:	Partner	Title:	Mayor
Date:	9/11/23	Date:	
Signature:		Signature:	

I HEREBY APPROVE THE WITHIN INSTRUMENT AS TO LEGAL FORM AND CORRECTNESS.  
  
 DIRECTOR OF LAW

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.