

RESOLUTION NO.: 18 -2022
INTRODUCED BY: Mayor Thomas

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH PC ALTERNATIVES, LLC FOR INFORMATION TECHNOLOGY SUPPORT SERVICES FOR THE CITY.

WHEREAS, pursuant to Resolution No. 131-2020, passed by this Council on December 22, 2020, the City entered into an agreement with PC Alternatives, LLC of Richmond Heights, Ohio, for information technology support services for a term of one (1) year, from January 1, 2021 through December 31, 2021;

WHEREAS, continuing information technology support services are necessary for the operation and maintenance of the City's information technology system and facilities;

WHEREAS, PC Alternatives has served the City's information technology, video recording and telecommunications needs for several years and has provided reliable service and is familiar with the City's information technology equipment and has submitted a proposal to the City to continue to provide information technology support services under the terms and conditions set forth in the Agreement attached hereto as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Richmond Heights, State of Ohio, that:

Section 1: The Mayor is authorized to enter into an agreement with PC Alternatives, LLC for information technology support services for a term of one (1) year to commence as of January 1, 2022, and continue through December 31, 2022, in an amount not to exceed \$760 per month without written authority from the Mayor to exceed that amount and in the total amount over the term of the agreement that shall not exceed \$9,500 without further authorization from this Council, which Agreement shall be substantially in the form of the Agreement attached hereto as Exhibit A, which shall be approved for legal form by the Director of Law.

Section 2: To the extent it is necessary, the Director of Finance is authorized to appropriate to a proper account a sum sufficient to cover the costs of the agreement authorized in Section 1 of this Resolution.

Section 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted 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 4: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 2-22-22

APPROVED: 2-22-22

ATTEST: Betsy Traben

Betsy Traben
Clerk of Council


Kim A. Thomas, Mayor

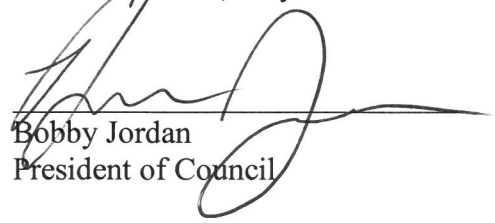

Bobby Jordan
President of Council

EXHIBIT A

**Information Technology Support Services
Agreement
by and between the
City of Richmond Heights, Ohio
and
PC Alternatives, LLC**

This **INFORMATION TECHNOLOGY (“IT”) SUPPORT SERVICES AGREEMENT** (“Agreement”) is made and entered into effective as of January 1, 2022 by and between the City of Richmond Heights, Ohio, a municipal corporation (hereinafter the “City”), pursuant to Resolution No. _____, passed by the City’s Council on _____, 2022 and PC Alternatives, LLC (hereinafter the “Consultant”). City and Consultant are sometimes referred to in this Agreement collectively as the “Parties” and each a “Party”.

RECITALS

WHEREAS, the City wishes to retain Consultant to provide IT Support Services for the City’s IT system and facilities for a term of one (1) year and Consultant desires to be so retained by the City.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and of the covenants hereinafter set forth, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties to this Agreement, it is hereby agreed as follows:

1. **Scope of Services.** Consultant shall provide to the City professional IT Support Services, including maintenance and problem resolution, as requested by the City, for the City’s IT system and facilities. Consultant shall set up a monthly preventative maintenance schedule for the performance of the following tasks via remote access and/or on-site:
 - a. Personal Computer (PC) and server system checks.
 - b. Perform security and Operating System (OS) updates, patches.
 - c. Check for malware/spyware, review anti-virus logs.
 - d. Perform system audits for intrusion, threats and malicious activity.
 - e. Verify all on-site and off-site backups and data storage.
 - f. Confirm data integrity, firewall hardness, copier/printer checks, etc.

Consultant’s services shall not include new IT projects or new installations.

2. Standards of Performance.

a. Consultant represents and warrants that Consultant possesses the professional knowledge, skill and experience necessary to perform the Scope of Services and duties that may be required hereunder, pursuant to the express and implicit terms of this Agreement, to the reasonable satisfaction of the City.

b. Consultant agrees that it will faithfully, industriously and to the best of its ability, experience and talent, perform the Scope of Services and duties that may be required hereunder, pursuant to the express and implicit terms of this Agreement, to the reasonable satisfaction of the City.

c. Consultant represents, warrants and covenants to the City that: (i) Consultant shall perform the Scope of Services with reasonable skill and care in a manner consistent with industry standards for a professional IT consultant and in compliance with all applicable laws, and (ii) Consultant's services will conform in all material respects to the descriptions set forth in this Agreement for such Scope of Services. If Consultant breaches this warranty, then Consultant shall promptly remedy the problem that caused the breach. Consultant shall not be responsible for the warranties, parts, or materials purchased through a third party nor for any breaches of warranty by a third party supplier.

3. Compensation.

a. Consulting Fees. In consideration for the performance of the Scope of Services in accordance with this Agreement, the City shall pay Consultant an monthly retainer in the amount of Seven Hundred Sixty Dollars (\$760.00) per month, unless the Mayor gives express consent to exceed that amount, at the rate of Ninety-Five Dollars (\$95.00) per hour, not to exceed a total amount of Nine Thousand Five Hundred Dollars (\$9,500.00) for the Term of this Agreement, which retainer shall be paid on the first of each month for the various services comprising the Scope of Services hereunder.

b. Invoicing for Consulting Fees. Consultant will submit invoices for each of the services provided each month after the completion of performance of the services required hereunder. Such invoices shall include detailed documentation of the number of hours and services performed.

c. Carryovers; Reconciliation. The Parties contemplate that the number of hours to be performed each month will average about eight (8) hours, and any unused hours or additional hours will carry over to the next month. At the end of the Term, the amount paid hereunder will be reconciled to reflect the actual hours performed by Consultant. The City will pay for any hours not compensated in the monthly retainer, subject to the not-to-exceed amount set forth in 3.a., above, and the Consultant will reimburse the City for any unused retainer amount; provided that the Parties may mutually agree to carry over any unreconciled hours/retainer amount to another engagement.

4. **Term of Agreement.** This Agreement will commence as of January 1, 2022, and will remain in effect through December 31, 2022.

5. **Taxes; Independent Contractor Status.** No employment relationship between the Parties, express or implied, is intended by this Agreement. Consultant will be solely responsible for paying all federal, state and local taxes applicable to any and all compensation paid by the City to Consultant, including but not limited to the Consulting Fee. The City will not be responsible for federal, state or local withholding from any and all compensation. Consultant is providing these Consulting Services to the City pursuant to this Agreement as an independent contractor. Further, Consultant will exercise independent judgment in the performance of the Scope of Services after consultation with the City's representatives.

6. **Termination.** This Agreement may be terminated at any time upon the occurrence of any one of the following events:

- a. at any time by the written agreement of the City and Consultant;
- b. by the City, for any reason, upon the City's provision to Consultant of seven (7) days written notice;
- c. by Consultant, if the City is in material breach of its obligations herein and upon Consultant's provision to the City of seven (7) days written notice.

In the event the Agreement is terminated under the provisions above at any time during the Consulting Term of this Agreement, the City will pay Consultant the Consulting Fees for the provision of the Scope of Services rendered through the last day prior to termination of the Consultant, as shall be agreed upon by the City and Consultant.

7. **Notices.** Any notice required or permitted hereunder will be sent to Consultant at Will H. Robinson, P.O. Box 43301, Cleveland, Ohio 44143 and to the City at 26789 Highland Road, Richmond Heights, Ohio 44143, Attention: Mayor Kim A. Thomas, or to such other address for such notices as designated from this time by the Parties by written notice to the other.

8. **Miscellaneous.**

a. This Agreement is personal in nature, in reliance upon the particular skills, knowledge and experience of Consultant, and Consultant agrees that it will not assign or transfer this Agreement or any rights or obligations under this Agreement unless agreed to in writing by the City.

b. The language of this Agreement will be construed as a whole, according to its fair meaning, and not strictly for or against either of the Parties.

c. This Agreement shall be governed by the laws of the State of Ohio without giving effect to choice of law provisions.

d. This instrument constitutes and contains the entire agreement and understanding between the Parties concerning the subject matter of this Agreement, and supersedes all prior negotiations, proposed agreements, or understandings, if any, between the Parties concerning any of the provisions of this Agreement. Any oral or written statements made prior to or contemporaneous with this Agreement and not expressly incorporated herein may not be used to alter or supplement the terms of this Agreement. This Agreement may only be modified in writing, signed by authorized representatives of each Party.

e. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Consultant or the City.

f. The Parties agree that if any provision of this Agreement is held to be unenforceable or invalid, in whole or in part, such provision or part shall be severed from this Agreement, and the validity, legality and enforceability of any remaining part of such provision, and the validity, legality and enforceability of all other provisions herein, shall not be affected thereby.

The Parties have caused this Agreement to be executed as of the date first above written.

CITY OF RICHMOND HEIGHTS

PC ALTERNATIVES, LLC

By: _____
Mayor Kim A. Thomas

By: _____
Will H. Robinson, Owner

Approved as to legal form and correctness:

R. Todd Hunt, Director of Law
City of Richmond Heights

FISCAL OFFICER'S CERTIFICATE

As the fiscal officer of the City of Richmond Heights, I certify that as of the date of execution of the within Agreement with PC Alternatives, LLC, the amount required to satisfy payment under the Agreement has been fully appropriated, or authorized or directed for such purpose and is in the Treasury, or is in the process of collection and is free from any obligation or certification now outstanding.

Date: _____, 2022

Thomas DiLellio, Interim Director of
Finance, City of Richmond Heights, Ohio