

RESOLUTION NO.: 83 -2022
INTRODUCED BY: Mayor Thomas

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

WHEREAS, pursuant to Resolution No. 18-2022, adopted by this Council on February 22, 2022, the Mayor was authorized to enter into an agreement with PC Alternatives, LLC for information technology support services for a term of one (1) year, from January 1, 2022 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 a total amount not to exceed \$9,500 without further authorization from this Council;

WHEREAS, the Mayor and the Director of Finance have advised that it is necessary to amend the 2022 agreement with PC Alternatives, LLC, which was authorized in the amount not to exceed \$9,500, to add \$10,500 for additional information technology support services, including but not limited to the set-up of computers, email and cell phones, and to respond to requests for technical assistance to employees on an as-needed basis, and that it is necessary to increase the monthly limit to an amount not to exceed \$1,750 per month without written authority from the Mayor to exceed that amount;

WHEREAS, this Council desires to authorize the Mayor to enter into such an amendment to the aforesaid agreement, increasing the total amount of the 2022 agreement with PC Alternatives, LLC to an amount not to exceed Twenty Thousand Dollars (\$20,000).

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

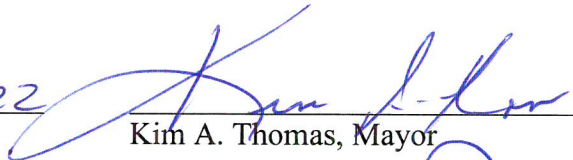
Section 1: The Mayor is authorized to enter into an amendment to the agreement with PC Alternatives, LLC for Information Technology Support Services for the term from January 1, 2022 through December 31, 2022, to add the amount of Ten Thousand Five Hundred (\$10,500) for the aforesaid additional information technology support services, which shall not exceed One Thousand Seven Hundred Fifty Dollars (\$1,750) per month without written authority from the Mayor to exceed that amount, and shall increase the total amount of the 2022 agreement with PC Alternatives, LLC, to an amount not to exceed Twenty Thousand Dollars (\$20,000). The amended agreement shall be substantially in the form of the First Amendment to Agreement attached hereto as Exhibit A.

Section 2: If necessary, the Director of Finance is authorized to appropriate to a proper account a sum sufficient to cover the additional cost of the amended agreement set forth in Section 1 above.

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 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: June 28, 2022

APPROVED: June 28, 2022 
Kim A. Thomas, Mayor

ATTEST: Betsy Traben
Betsy Traben
Clerk of Council

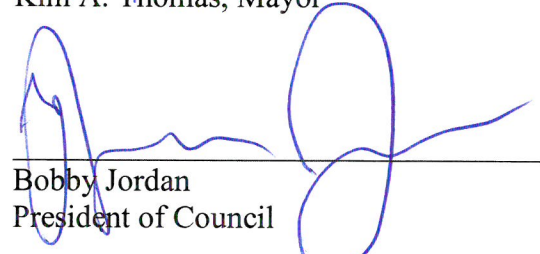

Bobby Jordan
President of Council

EXHIBIT A

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

This **FIRST AMENDMENT TO INFORMATION TECHNOLOGY (“IT”) SUPPORT SERVICES AGREEMENT** (“First Amendment to Agreement”) is made and entered into effective as of _____, 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 First Amendment to Agreement collectively as the “Parties” and each a “Party”.

RECITALS

WHEREAS, Parties wish to amend the Scope of Services and the Compensation hereunder as follows:

1. **Scope of Services.** The Scope of Services shall be amended to include the additional professional IT Support Services of set-up of computers, email and cell phones and responding to requests for technical assistance to employees on an as-needed basis.
2. **Compensation.**

Consulting Fees. In consideration for the performance of the Scope of Services in accordance with this First Amendment to Agreement, the City shall pay Consultant a monthly retainer in the amount of One Thousand Seven Hundred Fifty Dollars (\$1,750.00) per month, unless the Mayor gives express written consent to exceed that amount, at the rate of Ninety-Five Dollars (\$95.00) per hour, not to exceed a total amount of Twenty Thousand Dollars (\$20,000.00) for the Term of the Agreement, which retainer shall be paid on the first of each month for the various services comprising the Scope of Services hereunder.

ALL PROVISIONS OF THE AGREEMENT NOT IN CONFLICT WITH THE TERMS OF THIS FIRST AMENDMENT TO AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

The Parties have caused this First Amendment to 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 First Amendment to 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

Annette Harmon, Director of Finance
City of Richmond Heights