

Village of Yellow Springs, Ohio

RESOLUTION 2023-80

**AUTHORIZING THE INTERIM VILLAGE MANAGER TO ENTER INTO A CONTRACT
WITH TECHADVISORS, LLC FOR INFORMATION TECHNOLOGY SUPPORT SERVICES**

WHEREAS, The Village of Yellow Springs requires provision of information technology services; and,

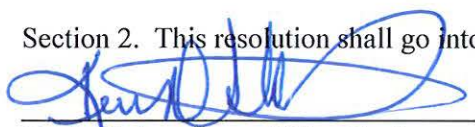
WHEREAS, TechAdvisors, LLC has provided this support since 2016, and has proven to be responsive and effective in this capacity and the Village wishes to continue to rely upon their services; and,

WHEREAS, due to expiration of the original contract, updated terms and conditions needed to be negotiated,

NOW, THEREFORE, be it resolved by Council for the Village of Yellow Springs, Ohio that:

Section 1. The Village Manager is authorized to enter into a contract with TechAdvisors to provide information technology services in the manner described, or in a form substantially similar to, the attached Exhibit 1.

Section 2. This resolution shall go into effect at the earliest period allowed by law.


Kevin Stokes, Council President

Passed: 12-4-2023

Attest: 
Judy Kintner, Clerk of Council

ROLL CALL

Kevin Stokes_Y__

Brian Housh_Y__

Marianne MacQueen_Y__

Carmen Brown_Y__

Gavin Devore Leonard_Y__

TechAdvisors

Managed Services Tier II Agreement

Recitals

Village of Yellow Springs ("Customer") is a company whose principal offices are located at 100 Dayton St., Yellow Springs, OH 45387.

TechAdvisors, LLC ("TechAdvisors") is an Ohio for profit limited liability company which is duly qualified to conduct business within the State of Ohio whose principal offices are located in Springfield, Ohio.

Customer desires to retain the services of TechAdvisors to provide IT support for a period of at least one (1) year, pursuant to the terms of this Agreement.

Agreement

NOW, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, the parties agree to be bound by the following terms and conditions.

Section 1. Term of Agreement. The term of this Agreement shall begin on January 1, 2024, and end on December 31, 2024, unless otherwise extended by mutual agreement of both parties or terminated by either party pursuant to the terms of this Agreement. Unless and until either party provides the other with the sixty (60) days written notice, the initial and subsequent terms, if any, of this Agreement shall be extended for additional one (1) year periods of time (extensions are subject to a maximum 5% cost increase). Notwithstanding any provision of this Agreement to the contrary, TechAdvisors may terminate this Agreement with thirty (30) days written notice in the event Customer becomes insolvent, bankrupt, dissolves, liquidates, fails to pay the amounts due to TechAdvisors pursuant to this Agreement. In addition, Customer may terminate this Agreement by tendering written notice to TechAdvisors and immediately paying TechAdvisors the aggregate amount of the monthly service fee which TechAdvisors would have been entitled to bill and collect, pursuant to Section 2 below, for the remainder of the then current term of this Agreement.

Section 2. Monthly Service Fee. In consideration of the following services which are rendered by TechAdvisors pursuant to Section 3, below, Customer shall pay TechAdvisors a monthly fee for scope of services covered by this Agreement. At the time this Agreement was signed, the scope of services was covered. The scope of services may be modified by a written agreement between Customer and TechAdvisors.

TechAdvisors may adjust the monthly rate by providing Customer thirty (30) days advance notice of the price adjustment. The number of devices will be adjusted to reflect actuals when invoiced.

The monthly service fee shall be billed monthly and will be due on the 1st day of each month. In the event Customer's account becomes delinquent by more than (30) days, interest of 3% per annum may be charged on the balance due and/or TechAdvisors may suspend services under this Agreement until the amount past due is paid in full.

- \$75 (Rate) x 64 (Devices) = \$4800 Monthly

Out of Scope onsite work (see Exhibit A) and project will be invoiced with a 20% discount of our Current Onsite Rate.

* Current Onsite Rate = \$159

Section 3. Scope of Services. During the term of this Agreement, TechAdvisors shall provide services outlined in attached Exhibit A.

Section 4. Covenants of TechAdvisors. During the entire term of this Agreement, TechAdvisors shall fulfill the following covenants:

Independent Contractor. TechAdvisors acknowledges that its performance of services hereunder shall be one in the capacity of an independent contractor. TechAdvisors shall be solely responsible for its acts and the acts of its employees and agents. TechAdvisors shall be solely responsible for the payment of all applicable income and payroll taxes and insurance, employee benefit and workers compensation premiums that may be levied or due as a result of this Agreement.

Standards of Performance. TechAdvisors, its employees and agents performing services hereunder, shall comply with all applicable laws, ordinances, rules, and regulations relating to the type(s) of services to be rendered hereunder.

Federal Employer Identification Number. Under penalties of perjury, TechAdvisors certifies that its Federal Employer Identification Number 47-1293319 and that TechAdvisors is not subject to back-up withholding.

Section 5. Covenants of Customer. During the entire term of this Agreement, Customer shall fulfill the following covenants:

Prompt Payment of Fees. Customer shall pay all invoices which are issued by TechAdvisors within 30 days of receipt.

Limitation on Employing TechAdvisors Employees. Customer agrees that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, Customer will not recruit or hire any employee, agent, representative of subcontractor of TechAdvisors, nor will Customer directly or indirectly contact or communicate with TechAdvisors personnel for the purpose of soliciting or inducing such personnel to (a) accept employment with, or perform work for any person, firm, or entity other than TechAdvisors; or (b) provide services to Customer or any other person, firm or entity except as an employee or representative of TechAdvisors. Customer agrees that, in the event a breach or threatened breach of this provision, in addition to any remedies at law, TechAdvisors, 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 and any other equitable remedy which may then be available to enforce this provision.

Ownership and/or Licensing of Computer Software. Customer acknowledges that it purchased and/or licensed various computer software that it is, or may use, from several third parties which are not related to TechAdvisors. Customer holds, at its own cost, all current licenses for use of the computer software. Customer shall provide TechAdvisors with continuous access to all technical data and specifications relating to Customer's hardware and software. TechAdvisors shall have no liability and/or responsibility regarding Customer's obligation to hold the current licenses for its computer hardware and/or software.

Lawful Purposes. Customer is using its computer hardware and software for lawful purposes. Customer shall be solely responsible for the security of its computer software, data storage and computer usage.

Section 6. Limitation of Liability. TechAdvisors liability under this Agreement for any issue of non-performance, and/or any damages (whether direct, indirect, incidental, and/or consequential) shall be solely limited to the amount paid by Customer to TechAdvisors during the twelve (12) month period immediately preceding the alleged non-performance or action which caused the alleged damages. Customer claims attributable to any computer hardware or software shall be limited to the warranties which the manufacturer(s) of the hardware and/or software provided, if any. ANY AND ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND/OR USAGE, WHETHER EXPRESSED OR IMPLIED, ARE HEREBY DISCLAIMED AND WAIVED.

Section 7. General Provisions.

Applicable Law. This Agreement shall be governed by the laws of the State of Ohio. All controversies arising hereunder shall be brought before those courts which have jurisdiction over Greene County, Ohio.

Successors in Interest. Customer and the TechAdvisors respectively bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

Complete Agreement. This Agreement represents the entire and integrated agreement between Customer and the TechAdvisors and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by Customer and the TechAdvisors.

Notices. Unless otherwise instructed in writing, notices which may be required under this Agreement shall be sent by certified, U.S. First Class mail, postage prepaid, to the following addresses:

Notices to Customer shall be sent to (Company Name, Address, POC, Email, Phone):

Notices to TechAdvisors shall be sent to:

2071 N. Bechtle Ave, #202 Springfield,
Ohio 45504
Attention: Partners

I. Effect of Agreement. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against TechAdvisors.

Company: _____ Company: _____

_____ By: _____ By: _____

_____ Name: _____

_____ Name: _____

_____ Title: _____

_____ Title: _____

Date: _____

Date: _____

Exhibit A

Scope of Included Services

The following services for client's systems located at the service address, are included with the Scope of Included Services:

- Remote and on-site support (method will be chosen by TechAdvisors).
- Manage technical vendor relationships and work with vendors to solve technical issues.
- Virus and spyware cleanups.
- All additions and changes to domain. This includes new employee hires or fires. Also includes any adjustments to user or computer accounts in the domain.
- Printer setup from the computer to the network port or active connection on the printer.
- Software management and installation on servers and workstations.
- Miscellaneous day-to-day technology issues.
- Equipment quoting and assistance with acquisition.
- License compliance monitoring and license management.
- System Updates.

Maintenance and Management Service Included

Workstations

- Workstation Monitoring.
- Hard Disk Failure Early Warning System.
- Antivirus Monitoring.
- Disk Defragmentation as needed.
- Automated Windows Update Deliver and Monitoring.
- Covered Hardware Inventory.
- Covered Software Inventory.
- Event Log Monitoring and Repairs.
- Workstation Reports.
- Installation of annual antivirus subscription.

Server

- Annual Access Rights Audit upon request.
- Annual server recovery test and periodic backup recovery tests upon request.
- Basic 24x7 Monitoring.
- Windows Updates.
- Server License Management.
- Automated Server Maintenance.

Network

- Security Scan and Analysis upon request.

Management Service

- Annual technology budget creation.
- Strategic Business Reviews.

Out of Scope Work *(below is a list of examples that can be considered Out of Scope):*

- SEPARATE AGREEMENTS CAN BE ESTABLISHED FOR OUT-OF-SCOPE WORK.
- Your managed service agreement does not include new or replacement hardware or software purchases.
- All out of scope items will be quoted in advance except for emergency situations where approval may be rendered through email confirmation.
- Technical project work or work that falls outside of day-to-day support.
- Software Programming work.
- Network Drops and Cabling work.
- Printer, Copier, and Multifunction Hardware repair.
- Phone system, phone replacement, or maintenance.
- Specialty software support (CAD applications, Great Plains, 911 Services, Phone and Camera Systems, etc.). We will troubleshoot the application, but if there are issues or configurations in the specialty application, it will not be covered. We will work with the associated vender to coordinate the troubleshooting of the application.

Client Responsibility

- Clients are responsible for notifying TechAdvisors of all employee status changes (support@techadvisors.us). Offboarding changes must be immediate.
- Hardware, software, and third-party application changes.
- Notification of new or decommissioned covered device(s).
- Servers must be under third party hardware Maintenance Agreement
- Specialty applications (CAD applications, Great Plains, etc.) must have a support contract with the manufacturer.

To review TechAdvisors Service Plans follow this link <https://techadvisors.us/services> (use "professional" as your password).

Exhibit B

Service Guarantee

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

Requests involving outages:

- Initial response to issue – Required within 2 hours.
- Technical work begins on the issue – If onsite work is required, work will begin within 4 hours if within 60 miles of Dayton, OH or Indianapolis, IN. An additional 2-hour response time will be added to the maximum per every 60 miles increase in radius from Dayton or Indianapolis.
- Resolution of issue – Required within 1 week.

Requests involving non-outages:

- Initial response to issue – Required within 24 hours.
- Technical work begins on the issue – Required within 3 days.
- Resolution of issue – Required within 2 weeks.

“Outages” refers to a problem causing a required business function to be non-operational for the organization or individual.

“Non-outages” refers to a problem that has an acceptable work around or any other request for service that does not involve an outage.

Consultant will be responsible for tracking and reporting response times. If, during any threemonth period, these requirements are not met at least 90% of the time (the “Required Performance Standard”), then Consultant’s performance shall be deemed deficient for such period.

To review TechAdvisors Service Plans follow this link <https://techadvisors.us/services/> (use “professional” as your password).