

ORDINANCE NO. 4 - 2015

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH NEO PC SOLUTION, INC. FOR IT SERVICES AND DECLARING AN EMERGENCY.

WHEREAS, the good and orderly functioning of the Village administration and police department requires professional onsite computer and IT services be performed; and

WHEREAS, upon recommendation of the Administration, NEO PC Solutions, Inc. is able to provide such services for fair compensation; and

WHEREAS, it is the desire of Council to authorize the Mayor to enter into a contract with NEO PC Solutions, Inc. for these services.

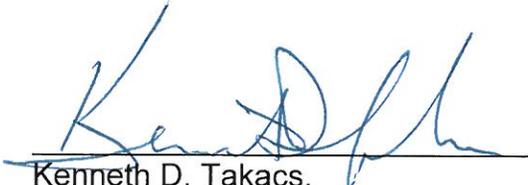
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF MADISON, LAKE COUNTY, STATE OF OHIO, THAT:

SECTION 1: The Mayor is hereby authorized to enter into a contract with NEO PC Solutions, Inc. for computer and IT services for a twelve month term, said contract being attached hereto as Exhibit "1" and incorporated herein by reference.

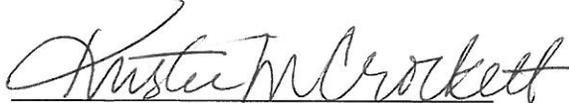
SECTION 2: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberation of this council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including § 121.22 of the Ohio Revised Code.

SECTION 3. That this Ordinance constitutes an emergency in that the same provides for the immediate preservation of the public peace, health, safety and welfare of the residents of the Village of Madison and is further necessary for the usual daily operation of the Village as properly functioning computer and IT services are necessary to prevent disruption in the provision of basic governmental services; WHEREFORE, this Ordinance shall take immediate effect in accordance with the provisions of Article V, § 5.2 of the Madison Village Charter.

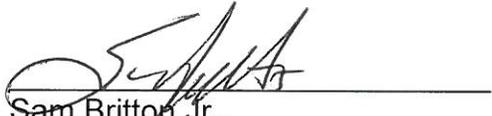
PASSED: 2-2-15


Kenneth D. Takacs,
President of Council

Attested:


Kristie M. Crockett,
Fiscal Officer / Clerk of Council

Approved:


Sam Britton Jr.,
Mayor

2/2/15
Date

MAINTENANCE SERVICE AGREEMENT
FOR EQUIPMENT BETWEEN

NEO PC Solutions
7865 Plains Road, Unit B
Mentor on the Lake, Ohio 44060
(440) 290-0108

AND

Madison Village City Hall
126 West Main Street
Madison, OH 44057

(Hereinafter referred to as "The Customer")

1. NEO PC SOLUTIONS, INC AGREES THAT IN CONSIDERATION of payment by the Customer of the charge specified in Schedule B and Schedule C on the terms and conditions hereinafter appearing to provide a Maintenance Service on behalf of the Customer, for each and every item of equipment set out in Schedule E.
2. THE maintenance charges are due and payable as specified in the applicable Schedules in advance commencing on the installation date. Any charges hereunder other than the above maintenance charges will be invoiced to the Customer at the end of the month in which same have been incurred and will be payable as at date of invoice. The Customer accepts liability for any future Government Taxes or charges which may be levied in respect of charges in this agreement.
3. THIS Agreement shall remain in force for a period of 12 months from the date when the first payment falls due and is renewable automatically on an annual basis, unless explicitly terminated by the Customer or Company at the end of 12 months.
4. ON payment of the Periodic Charge set out in Schedule B. the Customer will be entitled to maintenance provided by NEO PC Solutions during the maintenance period as specified in Schedule B.
5. If any periodic charge or any amount due under any invoice issued under this Agreement remains unpaid NEO PC Solutions may at its option suspend the Maintenance Service Agreed to be provided under this Agreement on giving to the Customer fourteen (14) days notice in writing of such intended suspension and if payment not made within such fourteen (14) days the Customer thereafter will not be entitled to receive any maintenance service until the total then accrued due shall have been paid. During any such suspension of maintenance service the Periodic Charge shall nevertheless continue to accrue due and be payable.
6. THE Maintenance Service provided by NEO PC Solutions includes the cost of all labor only.
 - a. ALL replacement parts required by NEO PC Solutions to service the equipment will be supplied by NEO PC Solutions and invoiced to the Customer per arranged payment terms in which same have been incurred and will be payable as at date of invoice.
 - b. All parts supplied will be subject to Government Taxes or charges which may be levied in respect of the charges in this Agreement unless an official order showing exemption from these charges is supplied by the customer.
 - c. ELECTRO-MECHANICAL equipment will be subject to inspection by the parties annually to determine if wear and tear has made it unsuitable for further maintenance without refurbishing. Should refurbishing be necessary the cost of labor and parts will be the responsibility of the customer. If parts from third parties for refurbishing are no longer available, the customer may be required to replace the equipment. Should the annual inspection show the equipment is still capable of satisfactory maintenance then further inspections and determinations will be made annually.
7. NEO PC Solutions agrees that this maintenance is not conditional upon the source of supply of consumables (stationery, paper tape, magnetic tape, unit dust filters, printer ribbons and the like), and only requires that such consumables be of accepted industry standard and suitable for their purpose.
8. NEO PC Solutions shall keep the equipment in good working order and shall make all necessary repairs and adjustments. The equipment shall be repaired and adjusted only by accredited representatives of NEO PC Solutions and if the Customer shall permit the equipment to be otherwise repaired or adjusted NEO PC Solutions shall not be responsible for any loss of usage or damage to the equipment suffered by the Customer.
9. THE Customer shall not make or permit or suffer to be made to the equipment, software, or secondary managed equipment any additions, alterations, modifications or repairs by anyone other than authorized representatives of NEO PC Solutions, or such technicians employed by the Customer as have been approved for that purpose by NEO PC Solutions and shall carry out any such work in accordance with the recommendations NEO PC Solutions

shall have given to the Customer.

10. THE Customer shall, at all times, confer with NEO PC Solutions regarding new products, services, or other new additions before purchasing is approved to ensure full compatibility with existing systems' setup.
11. THE Customer agrees that NEO PC Solutions is supporting the entire organization including all divisions and separate entities utilizing shared resources.
12. THE obligations under this Agreement of NEO PC Solutions to provide maintenance service do not extend to cover maintenance replacement and repairs necessitated by:-
 - a. Any additions, alterations, modifications or repairs not authorized as in Clause 9;
 - b. Equipment being used in a manner not in accordance with the instructions and recommendations of NEO PC Solutions;
 - c. Negligence or want of care in use of equipment;
 - d. Damage caused by an Act of God, storms, tempest, floods, earthquakes, Enemies of the United States of America, riots, strikes, lockouts, fires, explosions, accidents and other things beyond the control of NEO PC Solutions.
13.
 - a. IF the provision by NEO PC Solutions of maintenance service is prevented, hindered or delayed by reason of any cause or causes beyond the control of NEO PC Solutions and which cannot be overcome by due diligence, NEO PC Solutions shall be excused from performing the maintenance service to the extent that it is necessarily prevented, hindered or delayed thereby during the continuance of any such happenings or events and the maintenance service shall be deemed to be suspended so long as and to the extent that any such cause prevents or delays its performance.
 - b. NEO PC Solutions shall give notice in writing to the Customer within a reasonable time after the happening thereof of the nature and extent of such major condition claimed to exist and the terms and conditions of paragraph (a) Hereof shall not become operative unless such notice has been given.
 - c. The charges shall abate so long as the maintenance service shall be suspended
14. NEO PC Solutions shall provide a maintenance service for the equipment at all times during the maintenance period and the Customer shall provide without charge to NEO PC Solutions adequate facilities for maintenance including electricity, light, ventilation and working storage space. The maintenance period shall comprise eight (8) consecutive hours in each day between 0800 and 1600 Mondays to Fridays inclusive other than Public Holidays. The agreed hours are set out in Schedule B.
15. REMEDIAL maintenance as a result of failure of the equipment shall be performed by NEO PC Solutions upon notification by the Customer that the equipment or part thereof is inoperative. NEO PC Solutions will respond within 24 hours after such notification.
16. Preventative Maintenance as specified by NEO PC Solutions and designed to keep the equipment in good working order shall be performed at a mutually agreeable time during the maintenance period.
17. THE maintenance service hereunder will extend only to equipment added to the equipment list set out in Schedule E. and equipment installed at other sites as agreed by NEO PC Solutions at the same rates shown in Schedule C. Further Schedules may be added to this Contract for that purpose. Equipment that is added after this agreement is in effect will result in a review of the pricing and may require additional charges and/or changes to this agreement, at the sole discretion of NEO PC Solutions.
18. NEO PC Solutions shall not be liable for any indirect, special or consequential damages in connection with or arising out of the furnishing of maintenance performance or use of any item of equipment or service provided under this Agreement.

19.

- a. THIS Agreement shall be governed by the Law applicable for the time being in The State Of Ohio, The United States of America.
- b. THE terms and conditions of this Agreement supersede those of all previous agreements between the parties with respect to the Maintenance of the equipment specified in this Agreement and no other terms and conditions shall be included or implied unless agreed to in writing signed by an authorized officer or representative of each of the parties to this Agreement.
- c. ANY notice to be given pursuant to this Agreement shall be in writing and delivered or sent by prepaid post to the address shown herein or to the last known place of business of the party to receive same.

Covered Location:	Village of Madison 126 W Main Street (Schedule A) Madison, OH 44057	Prepared By:	Sean Snell snellsg@neopcs.net dbailey@madisonvillage.org
		Delivered To:	Dwayne Bailey
		Prepared On:	1/16/2015

Service Level Details - Per Unit - Break / Fix Plan

Item Details	Terms Type	Total Units	Cost	Subtotal
Google Apps Subscription Type	Prepay	17	\$50.00	\$850.00
Basic Plan Support Fee (Tier 2)	Monthly	18	\$45.00	\$810.00
Google Apps Management Fee	Monthly	17	\$1.00	\$17.00
GFIMax - Basic Agent Fee	Monthly	18	\$1.50	\$27.00
GFIMax - Managed Antivirus Sub	Monthly	18	\$1.50	\$27.00
GFIMax - Offsite Server Backup	Monthly	1	\$20.00	\$20.00
GFIMax - Server Agent Fee	Monthly	1	\$15.00	\$15.00
Monthly Website Hosting	Monthly	2	\$10.00	\$20.00
Discount - Monthly Website Hosting	Monthly	2	-\$10.00	-\$20.00
First Year Customer Discount	Monthly	1	-10%	-\$91.60
Monthly Subtotal:				\$824.40

Schedule B: Periodic Charge Entitling Customer to Service during the Maintenance Period, Payable in Advance Per Clause 2:	Monthly Tax: \$0.00 Monthly Total: \$824.40 Contract Term: 12 Months Contract Total: \$9,892.80
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Weekly Maintenance Hourly Availability (Schedule C)

Days	Hours	A/H Fee
Weekends and Holidays:	Not Included	\$90/Hour
Monday	8am to 4pm	\$90/Hour
Tuesday	8am to 4pm	\$90/Hour
Wednesday	8am to 4pm	\$90/Hour
Thursday	8am to 4pm	\$90/Hour
Friday	8am to 4pm	\$90/Hour

Project Rates and Other Details

Line item	Response	Rate
Projects Inclusion with Package	No	\$90/Hr
Work Order Required for Labor	No	\$90/Hr
Work Order Required for Parts	Yes	Per Part
Tax Exemption Status	Yes	N/A

Schedule D: Contract Commencement Date:

Start Date: 2/1/2015
 End Date: 2/1/2016
 Yearly Contract Length: (1) One Year

The following attachments are included with and form part of this agreement:

SIGNED for and on behalf of NEO PC Solutions, Inc
 By: Sean Snell, Lead Technician
 Date: 2/1/2015

SIGNED for and on behalf of the CUSTOMER:
 By: Dwayne Bailey, Administrator
 Date: 2/1/2015

