

AGENDA

Agenda, Bay Village City Council
Committee Meeting
Council Chambers, Bay Village City Hall
Dwight A. Clark, President of Council, Presiding

Date: November 23, 2020
Time: **7:00 p.m.**
*Zoom participation attached

ANNOUNCEMENTS

COMMITTEE OF THE WHOLE

ENVIRONMENT, SAFETY AND COMMUNITY SERVICES COMMITTEE-DeGeorge, Tadych, Maier.

FINANCE & CLAIMS COMMITTEE-Tadych, Winzig, Kelly, Clark.

Annual Appropriation Ordinance – Second Reading

PLANNING, ZONING & PUBLIC GROUNDS & BUILDINGS COMMITTEE-Maier, DeGeorge, Stainbrook.

Heinen's Property Rezoning – First Reading

PUBLIC IMPROVEMENTS, STREETS/SEWERS/DRAINAGE COMMITTEE-Stainbrook, Maier, Kelly.

RECREATION & PARKS IMPROVEMENT COMMITTEE-Winzig, DeGeorge, Tadych.

SERVICES, UTILITIES & EQUIPMENT COMMITTEE-Kelly, Stainbrook, Winzig.

IT Contractual Services – First Reading

Browning-Ferris Industries of Ohio – Exercise One-Year Option to Contract. - First Reading

MISCELLANEOUS

AUDIENCE

ADJOURNMENT

CAHOON MEMORIAL PARK TRUSTEES

Agenda
November 23, 2020
Council Chambers

City of Bay Village is inviting you to a scheduled Zoom meeting.

Topic: Committee Meeting of City Council
Time: Nov 23, 2020 07:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/87210181068?pwd=VHVVaHo2VFBLOHVUQ05aRjROZkhnZz09>

Meeting ID: 872 1018 1068

Passcode: 475499

One tap mobile

+13017158592,,87210181068#,,,,,0#,,475499# US (Washington D.C)

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Dial by your location

+1 301 715 8592 US (Washington D.C)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

Meeting ID: 872 1018 1068

Passcode: 475499

Memo

To: Mayor and Council
From: Renee Mahoney, Director of Finance
Date: November 11, 2020
Re: IT Contractual Services

Beginning March 2020 Baily Communications (our current and long past IT managed contract provider) had significant staff turnover. This had led to continual turnover and the inability to manage the devices in the City in an efficient and effective manner. The situation escalated as tickets were not being serviced and the eminent issue that the police department was running out of storage and was in danger of reaching the inability to save files at an alarming rate. In July the City met with EMC IT Solutions as a possible addition to be able to clear up the ongoing past issues and to research the issues with the police server. The City signed a four month (September-December) contract as a trial basis. Things have gone well since the addition of EMC IT Solutions. They were able to restore some space on the police server in order to assess the needs without needing to make a hurried decision on future needs and to how best maintain growing files in the PD. They have also been able to clean up many outstanding tickets and provide guidance on maintaining security to the City's systems and proper licensing requirements. They bring the necessary background and experience to successfully maintain the City's devices. As anyone is aware it is impossible to function without IT and the need for effective IT solutions is essential for virtually all of the services provided by the City.

Cost vs. Prior Contract

The cost for annual service for 2020 with Bailey Communications is \$39,000. In 2007 the cost was \$28,005 and if considering about a 5% increase per year for that could have placed the contract for 2020 at about \$53,000. A survey of west side cities shows most cities have on staff at least one full time employee at a cost of between \$90-100,000. Using those numbers as benchmarks the cost for the contract with EMC IT Solutions at \$66,000 is lower than what the other cities are paying for their IT services. In addition to on site services they offer use of their software to manage our devices and emergency services if needed after hours.

Hiring a Part Time Employee v. Outside Contractor

The possibility of hiring a part-time City employee to serve our IT needs has been considered in the past. It is doubtful we would be able to employ an individual with the same level of credentials and certifications that a "team" of service professionals provides. EMC IT Solutions has additional personnel that can be called on to service our systems as needed. Additionally, our network will be linked to their in-house emergency system so they may receive emergency signals when certain components go down. No entity could expect 24/7 support from a part-time employee.

As with any other public or private entity, technology drives the work. We believe that EMC IT Solutions can support our daily needs, provide long-range assistance for upgrades, and, most importantly, they have technical staff qualified and certified to meet our Police and Fire needs. For these reasons I am requesting approval for a one year contract with EMC IT Solutions (contract copy attached).

EMC IT Solutions – IT Services Complete Maintenance Agreement

The following is a service agreement (Agreement) between EMC IT Services LLC, D.B.A EMC IT Solutions (Service Provider) and the City of Bay Village Ohio (Client).

1) Term of Agreement

This Agreement between **City of BAY VILLAGE, Ohio** herein referred to as Client, and **EMC IT Services LLC, D.B.A EMC IT Solutions**, herein after referred to as Service Provider, is effective upon _____ and extends until December 31st, 2021 (Term). At the conclusion of the Term, both parties will discuss the state of Client’s IT needs and consider, without obligation, whether to renew, modify, or terminate this Agreement.

a) NOTICE OF CANCELLATION

- a. If either Party wishes to terminate this Agreement prior to the end of the Term, that Party must inform the other Party in writing at least 60 (sixty) days prior to the desired end date.
- b. In the event of cancellation, Service Provider will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay Service Provider the costs of rendering such assistance at the current hourly rate of the Service Provider.

b) REQUEST FOR MODIFICATION

- a. If either Party wishes to modify the terms of this agreement, they may request a meeting with the other Party at least 30 days before the end of the current term. Both parties agree that such a meeting will be scheduled within 30 (thirty) days of the request.
- b. Both parties agree to have an on-record discussion regarding renewal terms at least 30 days before the end of the Initial Term and at least 30 days before every subsequent renewal if requested by either Party.

2) Client point of contact

Client Primary Point of Contact(s) will be the person(s) designated below. **All onsite service and Emergency Service from Service Provider must be requested through Client Primary Point of Contact(s).**

_____/_____/_____
Point of Contact Name Phone number Email address

_____/_____/_____
Point of Contact Name Phone number Email address

_____/_____/_____
Point of Contact Name Phone number Email address

3) Fees and Payment Schedule

During the Term, fees will be \$6,700 (six thousand and seven hundred dollars) per month (Fees will be invoiced to Client at the beginning of each month and will become due and payable 20 days after invoicing. Services will be suspended if payment is not received within 10 days following date due.

Client is entitled to a \$1,200 (one thousand and two hundred dollar) discount per month provided Client has no overdue invoices outstanding with Service Provider.

- a) All fees are nonrefundable.
- b) Fees for partial months will be pro-rated based on a 30 day month
- c) Fees are calculated based on a variety of factors including, but not limited to:
 - a. Number of managed devices in Client's control
 - b. Number of Employees working for Client
 - c. Hours of work on-site work requested by client
- d) Service provider will review fees on a regular basis. As Client grows, managed device count increases, or requested work hours increase, or for other reasons not detailed here, Service provider may increase fees as needed to cover additional required work or monitoring.
- e) Service provider and Client may discuss other necessary changes to fees as needed during the duration of this contract.
- f) Initial fees are based upon the following general estimates:
 - a. Approximately 110 PCs
 - b. Approximately 10 Servers
 - c. Approximately 15 network switches
 - d. 1x Enterprise Managed Firewall
 - i. And VPN access
 - e. 1x MDM Solutions for iPads (Service)
 - f. Approximately 20 iPads
 - g. 2x Email Security Gateway and Email Archiver
 - h. 1x Managed Backup device
 - i. Support for all custom applications known and unknown
 - j. 20 hours emergency support
 - k. Support for integration with multiple external vendors via VPN including LEADS support
 - l. Support for all 3rd party vendors
 - m. Remediation of prior vendor's support failures included

Onboarding Costs, which are estimated to be around \$20000.00 will not be assessed to Client under a flat fee agreement. Onboarding costs include time and labor for evaluating Client's site(s) for remediation and maintenance needs. Onboarding costs also include time and labor needed to help client address identified remediation needs and install necessary maintenance software and hardware. Onboarding costs DO NOT include the purchase price of any necessary hardware. In all circumstances, Client is responsible for the purchase price of hardware.

Onboarding costs, if not covered by a flat fee agreement, will be assessed to client within the first 60 (sixty) days of the term of this Agreement and will become due and payable 20 (twenty) days after invoicing.

4) Coverage & Locations

Remote Support of Client's IT networks will be provided to the Client by Service Provider between the Normal Working Hours of 8:00 AM – 5:00 PM Monday through Friday, excluding public holidays. Network Monitoring Services will be provided 24/7/365. Services will be rendered at primary business address only, unless exception or other agreements are explicitly made. Onsite Support will be provided for twelve hours per week, divisible as agreed to between the parties.

a) Service performed between the hours of 8:00AM and 5:00PM GMT-5 (Daylight savings observed – US Eastern Time) *Monday to Friday* is considered Normal Working hours and are covered by the monthly fee. Service between the hours of 5:00pm and 8:00AM EST is considered Emergency Service. Client shall have a bank of 20 Emergency Service hours available per month to cover emergency Issues. Emergency Issues are defined as issues which severely impact department operations. Emergency Service required in excess of the bank of 20 Emergency Service hours is subject to an additional fee of 2 x's the rate (Double) beyond prevailing hourly rate of Service Provider. If Service Provider is requested to be onsite outside of Normal Working Hours and no Emergency Issue is discovered, Service Provider will bill that time to client at an additional fee of 2x the rate (Double) beyond Service Provider's prevailing hourly rate (As of November 2020, Service Provider's Prevailing Hourly Rate is \$150.00 per hour for standard service, \$200.00 per hour for Engineer service). Unused Emergency Service Hours in the bank each month do not roll over to the next month.

Excluded Services

Service rendered under this Agreement does not include:

- 1) Parts, equipment, hardware, or software not covered by vendor/manufacturer warranty or support.
- 2) The cost of any parts, equipment, or shipping charges of any kind.
- 3) The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind.
- 4) The cost of any third Party vendor or manufacturer support or incident fees of any kind.
- 5) Failure or damage due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
- 6) Service and repair made necessary by the alteration or modification of equipment other than that authorized by Service Provider, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than Service Provider, whether intentional or accidental.
- 7) Maintenance of Vendor-Specific Applications, hardware, or software packages when Client has a Service arrangement with Vendor.
 - a) EG – Cisco Phone system
 - b) EG – Cisco Unity or Presence Systems
- 8) Programming (modification of software code) and program (software) maintenance.
- 9) Training Services of any kind.

4A. Server Managed Services

Service Provider will perform Managed Services on Client's supported Server(s). Managed services will include installation of Remote Management Toolkit on supported servers at no additional cost. In addition, Managed Services will include active remediation of issues with supported software, hardware, and network functionality.

Support cases can be created by Client users by emailing Service provider at support@emcits.com or calling Service Provider at 216.672.3840.

New Support cases should include the following information: Client Name, PC in question, brief description of the issue.

Service Provider may monitor critical fileserver services, logs, Internet connectivity, email systems, system backups, virus logs, firewalls, storage systems, web filters, anti-spam appliances, UPS's, etc.

Service Provider may maintain fileserver virus/spyware/operating system updates, as well as any updates available to covered client appliances (Some exceptions may apply and systems must be eligible for support from manufacturer). When required Service Provider may update required software and firmware components on any covered machine with certified manufacturer updates, patches and/or fixes.

Servers will be available for production use from 7 a.m. To 11 p.m. EST

When required, Server maintenance will be applied after hours Monday to Friday, or on weekends when possible. "After hours" are considered between the hours of 6PM to 10 PM, Monday through Friday or 8 AM to 6PM, Saturday and Sunday.

4B. Desktop Managed Services

Service Provider will perform Managed Services on Client supported Workstation(s). Managed services will include installation of Remote Management Toolkit on supported Workstations at no additional cost. In addition, Managed Services will include active remediation of issues with supported software, hardware, and network functionality.

Support cases can be created by Client users by emailing Service provider at support@emcits.com or calling Service Provider at 216.672.3840.

New Support cases should include the following information: Client Name, PC in question, brief description of the issue.

Desktops will be available from 7 a.m. To 11 p.m. EST

When required; desktop maintenance will be applied after hours, Monday through Friday or on weekends, when possible. "After hours" are considered between the hours of 6PM to 10 PM, Monday through Friday or 8 AM to 6PM, Saturday and Sunday.

4C. Additional Maintenance Services

a) Service provider shall provide support of all hardware and network systems, provided that all hardware is covered under a currently active Vendor Support Contract; and all Software be Genuine, Currently Licensed and Vendor-Supported. Should any hardware or systems fail to meet these provisions, the Client understands and acknowledges that it, the client, shall be solely responsible and liable for all licensing and purchasing of software. Should 3rd Party Vendor Support Charges be required in order to resolve any issues, these will be passed on to the Client after first receiving the Client's authorization to incur them. If client fails to authorize 3rd Party vendor support charges, Client agrees that Service Provider is released from any obligation regarding the related issue(s). Client understands and agrees that all vendor specific programs, applications, technology, integration, or other IT related services or equipment require active and current support agreements or Service Provider is unable to meet any obligation to assist or support the solution.

b) Machine restoration and service necessitated by the latest Antivirus definitions is covered under the terms of this Agreement. This Service is limited to those systems protected with a currently licensed, Vendor-supported Antivirus solution. Integrity of data and user specific files and information may and can be lost during these remediation steps. Client understands Service Provider will provide a reasonable effort to maintain and save data but Client assumes all liability and final responsibility for data and shall and will not hold Service Provider liable for any losses resulting from remediation attempts.

d) From time-to-time the Service Provider may be required to engage the services of contractors for work performed as part of this agreement. Client hereby authorizes Service Provider to engage these contractors as needed in the sole determination of the Service Provider.

e) During the course of Service Provider's work with Client, Service Provider will come into contact with passwords, product codes, product keys, and other licensing details utilized by Client. Although this data may be in the control of Service Provider, ownership will remain with Client. At any point, but no less than annually, Client may request access to or details of this data. Upon request, Service Provider will prepare and provide this data to Client without unreasonable delay.

5) Limitation of Liability

Under no circumstances shall the Service Provider (Or its Officers, Employees, Subsidiaries, Affiliates or Agents), or Third Party Service Providers be liable to Client or any other person for any damages, including without limitation , any indirect, incidental special or consequential damages, expenses, costs, profits, lost savings or earnings, lost or corrupted data, or other liability arising out of, or related to, the

services provided by the Service Provider and/or its third Party service provider, whether such liability is asserted on the basis of contract, tort or otherwise, even if the Service Provider has been warned of the possibility of such damages. In no event will any amount recoverable by the Client against the Service Provider in any action arising under or related to this agreement exceed the sum of payments actually made to the Service provider for the services found to be the proximate cause of the damage.

6) Warranties; Returns; Disclaimer

During the course of providing services, Client may purchase from the Service Provider various technology equipment, software, and other peripherals (collectively *Equipment*). All Equipment, except installed or electronically licensed software and equipment specifically described as non-returnable can be returned to the Service Provider for a period of ten (10) days for a full refund, minus any applicable shipping fees. All returned items must be in "like new" condition, and include the original packaging. Associated labor or service charges related to the installation, configuration, or de-installation of returned equipment may be excluded at the Service Provider's discretion. THE SERVICE PROVIDER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

7) Confidentiality

To the extent permitted by Ohio law, including O.R.C 149.43, neither Party to this Agreement shall disclose to any other person, entity or party any confidential information of the other Party to this Agreement. Confidential Information is information which relates to either Party's research, development, trade secrets, or business affairs, but does not include information which is generally known or easily ascertainable by nonparties of ordinary skill in computer design, programming, networking, information technology, or the specific business interests of either Party.

8) Sever-ability

If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Service Provider and Client.

Service Provider may not assign this agreement without the prior written consent of Client (which consent shall not unreasonably be withheld), except that in the event of the merger or consolidation of Service Provider with or into another corporation or in the event of liquidation of Service Provider this agreement may, without Client's consent, be assigned to the corporation into or with which Service Provider is merged, consolidated or liquidated or to the party succeeding Service Provider's interests as a result of such liquidation, in which case the successor to Service Provider shall succeed to all of Service

Provider's rights and be bound by all its obligations hereunder. Subject to the foregoing this agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective successors and assigns.

9) Entire Agreement

This Agreement and the attachments hereto constitute the entire agreement between Client and Service Provider. This Agreement supersedes all prior understandings, agreements, and documentation. Any amendments or modifications must be in writing and executed by both Client and Service Provider.

10) Acceptance of Terms

Client acknowledges that the person signing this Agreement on its behalf is authorized to do so and may bind the Client to all the terms and conditions contained herein, and represents and warrants that such person is acting within the scope of his or her authority as an officer, director or duly authorized agent or employee of Client.

The signature of both parties shall evidence acceptance of terms of the Agreement:

For City of BAY VILLAGE, Ohio

Name / Title: _____

Signature: _____

Date: _____

For EMC IT Services LLC, D.B.A EMC IT Solutions

Name / Title: _____

Signature: _____

Date: _____

ORDINANCE NO. 15-80
INTRODUCED BY: Mr. Vincent

First Reading 11-16-15
Amending by Reading
Second Reading 11-23-15

AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH BROWNING-FERRIS INDUSTRIES OF OHIO, INC.,
FOR SOLID WASTE COLLECTION AND DISPOSAL, YARD WASTE, AND
RECYCLING MATERIALS COLLECTION AND PROCESSING, AND DECLARING
AN EMERGENCY.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Bay Village, Ohio:

SECTION 1. That the Mayor is hereby authorized to enter into an agreement with Browning-Ferris Industries of Ohio, Inc. to provide for the collection and disposal of solid waste collection and disposal, and recyclable materials collection and processing including yard waste in the City of Bay Village, it being hereby determined that the bid of said company is the lowest and best bid received after advertising according to law.

SECTION 2. That in accordance with said agreement, Browning-Ferris Industries of Ohio, Inc. agrees to the following rate structures:

- YEAR 1: April 1, 2015 to March 31, 2016 the rate per household will be \$14.82 per month.
- YEAR 2: April 1, 2016 to March 31, 2017 the rate per household will be \$15.26 per month.
- YEAR 3: April 1, 2017 to March 31, 2018 the rate per household will be \$15.80 per month.
- YEAR 4: April 1, 2018 to March 31, 2019 the rate per household will be \$16.35 per month.
- YEAR 5: April 1, 2019 to March 31, 2020 the rate per household will be \$16.92 per month.

SECTION 3. That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any committee that resulted in those formal actions were in meetings open to the public in compliance with law.

SECTION 4. That this ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare, and for the further reason that it is necessary to provide uninterrupted garbage/rubbish collection and recycling within the City, wherefore this ordinance shall be in full force and take effect immediately upon its passage and approval by the Mayor.

PASSED: December 7, 2015



CLERK OF COUNCIL



PRESIDENT OF COUNCIL

APPROVED: December 8, 2015