RESOLUTION 141-2023

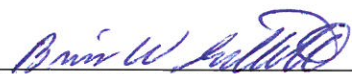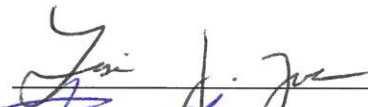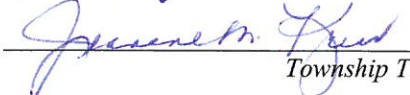*SIMVAY Agreement – IT Services*

_____Cuyahoga_____ County, Ohio

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Olmsted Township, State of Ohio that: the Olmsted Township Board of Trustees hereby execute the attached SIMVAY Agreement for IT Services is marked as Exhibit A and attached hereto and made a part of here of as though fully rewritten herein.

BE IT FURTHER RESOLVED that it is hereby found and determined that all formal actions of this Board of Township Trustees concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board 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.

Adopted the _____13th_____ day of _____December_____ ,2023

Attest: _____
Township Fiscal Officer

_____
_____
_____
Township Trustees

Enterprise Managed Technology Services

January 1st, 2024 – December 31th, 2024

Monthly Service Fee: $4,500.00

Enterprise Managed Technology Services (EMTS) Deliverables:

- Regularly Scheduled Hybrid Onsite/Remote Resource
  - 4 Hours Every Week on predetermined day excluding nationally recognized holidays
  - Up to 25 Hours of Gold Expedited Service Annually
- Ticket Management System
- Assigned Site Administrator Resource
  - Technology Consulting and Strategic Advice
- Server Management and Monitoring
- Computer Endpoint Inventory, Management and Monitoring
- Email System Management
- Data Backup Management and Monitoring
- Switch Management
- Firewall Management and Monitoring
- Third Party Software Life Cycle Management
- Prepare Yearly Technology Budget
- Monthly Server Security Patching Maintenance Window

Enterprise Managed Technology Services Assumptions:

- Client maintains an advanced endpoint protection subscription
- Client maintains a DNS filtering subscription
- Client maintains a firewall security services subscription
- Client maintains an email security subscription
- Client maintains a backup system subscription with a minimum of 2 independent backup storage locations
- Client maintains at minimum a manufacturer warranty on Firewalls, Switches, Routers, Servers and any other component critical to organization operations
- Client maintains a cyber security insurance policy with a minimum of 1 Million Dollars of coverage
- Client maintains a software maintenance contract for any software critical to organizational operations
- Any and all hardware and software are reviewed with Simvay LLC prior to purchasing

Enterprise Managed Technology Services Exclusions:

- Does not cover any hardware, software, licenses, license renewals, upgrades or shipping fees.
- Does not cover any third-party vendor or manufacturer warranties
- Does not cover any third-party Support Case Incidents
- Does not cover costs for hardware and software life cycle end of life refreshes
- Does not cover costs associated to recovery resulting from virus/malware infection
- Does not cover costs associated with hardware failure, power, or acts of god

TERMS AND CONDITIONS

I. **TERM**
   a. This agreement shall be for one (1) year from the date it is accepted by Simvay LLC.
   b. Agreement automatically renews for an additional one (1) year unless written notice is received by Simvay LLC (60) days before contract expiration, or unless Customer does not receive legislative authority to contract with Simvay LLC or appropriations necessary for Customer to perform under the agreement.

II. **CONTRACT**
   a. Scheduled service is performed during the principal period of maintenance defined as 4 Hours Every Week on a predetermined day between the business hours of 8:00 am and 5:00 pm, local time, for the duration of the contract term excluding nationally recognized holidays and recognized states of emergency delaying or preventing scheduled service.
   b. Expedited Service Level
      i. Gold | 8 Hour Response – 24 x 7
         1. Interruption to normal business workflow
         2. System Outage
         3. Security Breach

III. **REQUEST FOR SERVICE**
   a. The authorized representative of the customer will initiate all requests for service. The service request shall contain the following:
      i. Name and address of the equipment user
      ii. Name and user personnel to be contacted
      iii. Equipment type, serial number, and location
      iv. Description of the problem

IV. **RESPONSE TIME**
   a. Simvay LLC normal response time to customer standard support requests is defined by above "CONTRACT" section
   b. Simvay LLC normal response time to customer expedited support requests is defined by above "CONTRACT" either by phone, VPN or onsite. Two (2) hour minimum charge per support request.

V. **FREEDOM OF ACCESS**
   a. Customer agrees that Simvay LLC, or its authorized service representative, shall have reasonable and free access to the equipment and systems.

VI. **CUSTOMER RESPONSIBUILITIES**
   a. In regard to each unit of equipment managed by this agreement, customer agrees to prevent unauthorized adjustment, repairs or modifications, and to ensure that the equipment is utilized in accordance with applicable vendor published specifications.

VII. **TAXES**
   a. Customer is responsible for paying any and all taxes resulting and occurring from any and all services rendered under this contract, solely to the extent such taxes are applicable to a municipality.

VIII. **LIMITATION OF LIABILITY**
   a. *Note: Municipalities cannot provide indemnification.

IX. **PERFORMANCE**
   a. Aggrieved party must provide notice and documentation to the other party within a reasonable time after it has or ought to have become aware of the non-conforming performance.
   b. Other party must rectify fundamental non-performance within thirty (30) days. If fundamental non-performance is not rectified within thirty (30) days the aggrieved party may terminate contract with a thirty (30) day written notice.

X. **NON-DISCLOSURE**
   a. Customer and Simvay LLC agree to not reveal to any person, firm, or organization any confidential information of any nature concerning the organization, or anything connected therewith, except as may be required by law, including the Ohio Public Records Act.

XI. **GOVERNING LAW**
   a. This agreement shall be governed and construed in accordance with the laws of the State of Ohio.

XII. **ENTIRE AGREEMENT**
   a. This agreement constitutes the entire agreement between the parties, and may not be assigned without the written consent of the other party. All changes, modifications, additions, or deletions to this contract shall be in writing and signed by all parties.

Enterprise Managed Technology Services
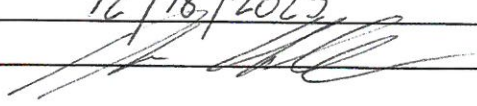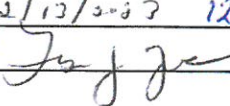
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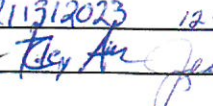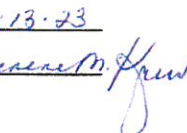
Monthly Service Fee: $4,500.00

XIII.   TERMINATION

a.   Either party may terminate this agreement due to a material breach by the other party that is not cured within thirty (30) days after receipt of written notice of same from the aggrieved party. Customer may terminate this agreement if Customer does not receive legislative authority to contract with Simvay LLC or appropriations necessary for Customer to perform under the agreement.

SIGNATURE AND CONTRACT EXECUTION

This Service Agreement ("Agreement") is made and entered into between Simvay LLC, with office at 29570 Clemens Rd, Westlake, OH 44145 and Olmsted Township with offices at 7900 Fitch Road Olmsted Township, OH 44138 ("Customer"). All notices intended for parties shall be effective if sent to their respective addresses above, if to Simvay LLC, attention Management; if Customer, attention: Law Director ("Notice").

Service Provider:	Simvay LLC	Client:	Olmsted Township, Ohio
Representative:	Kristoffer Oswald	Representative:	
Title:	Partner	Title:	Trustee Trustee Trustee
Date:	12/18/2023	Date:	12/13/2023 12/13/2023 12·13·23
Signature:		Signature:	

Purchase Order Number: _____

Upon acceptance of this contract, sign this page and mail to Simvay LLC, c/o Service Contracts. Please include your purchase order with this signature sheet.

SIMVAY

SYSTEMS

Prepared for Olmsted Township

Data Protection

Quote#KO021862 v1

PREPARED FOR

Gary Yelenosky
gyelenosky@olmstedtownship.org
(330) 523-8341

PREPARED BY

Kristoffer David Oswald
koswald@simvay.com
216.282.8192

SIMVAY SYSTEMS

Product

DESCRIPTION		PRICE	QTY	EXT. PRICE
RS1221+	Synology RackStation RS1221+ - NAS server - 8 bays - rack-mountable - SATA 6Gb/s - RAID RAID 0, 1, 5, 6, 10, JBOD - RAM 4 GB - Gigabit Ethernet - iSCSI support - 2U	$1,361.32	1	$1,361.32
HAT3300-8T	Synology Plus 8 TB Hard Drive - 3.5" Internal - SATA (SATA/600) - Conventional Magnetic Recording (CMR) Method - 5400rpm - 202 MB/s Maximum Read Transfer Rate	$204.78	3	$614.34
P-FDNVUL-0I-SU1YP-00	VEEAM DATA PLATFORM FOUNDATION UNIVERSAL SUBSCRIPTION LICENSE. INCLUDES ENTERPRISE PLUS EDITION FEATURES. 10 INSTANCE PACK. 1 YEAR SUBSCRIPTION UPFRONT BILLING & PRODUCTION (24/7) SUPPORT. PUBLIC SECTOR.	$1,171.80	1	$1,171.80
DISCOUNT	PROMO DISCOUNT - New EMTS Client	($700.00)	1	($700.00)
			Subtotal:	$2,447.46

Services

DESCRIPTION		PRICE	QTY	EXT. PRICE
C2-OBJECTSTORAGE	1TB Cloud Object Storage / 1 Year Subscription	$73.49	8	$587.92
			Subtotal:	$587.92

Data Protection

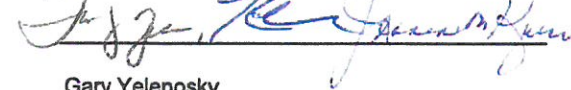| Prepared by:	Prepared for:	Quote Information:
Simvay Systems	**Olmsted Township**	**KO021862**
Kristoffer David Oswald	26900 Cook Road	Version: 1
216.282.8192	Olmsted Township, OH 44138	Delivery Date: 12/13/2023
koswald@simvay.com	Gary Yelenosky	Expiration Date: 01/09/2024
	(330) 523-8341	
	gyelenosky@olmstedtownship.org	

Quote Summary

DESCRIPTION	AMOUNT
Product	$2,447.46
Services	$587.92
Total:	**$3,035.38**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Simvay Systems

Signature: _____

Name: Kristoffer Oswald

Title: Managing Partner

Date: 12/13/2023

Olmsted Township

Signature: _____

Name: Gary Yelenosky

Date: 12/13/2023