

CITY OF OBERLIN, OHIO

ORDINANCE No. 19-74 AC CMS

AN ORDINANCE DECLARING A REAL AND PRESENT EMERGENCY IN THE ENGINEERING DIVISION AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A MANAGED SERVICES AGREEMENT WITH ADVANCED COMPUTER CONNECTIONS OF NORWALK OHIO TO PROVIDE COMPUTER MAINTENANCE AND INFORMATION SYSTEM SERVICES FOR THE CITY OF OBERLIN AND DECLARING AN EMERGENCY

WHEREAS, there is an immediate need for computer maintenance and information system services for the City of Oberlin; and

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio:

SECTION 1. It is hereby declared and determined by this Council under the provisions of Section 735.051 of the Ohio Revised Code that a real and present emergency exists in the Engineering Division due to a lack of available computer maintenance and information system services requiring immediate authority for the City Manager to enter into an agreement without advertisement or competitive bidding for such services.

SECTION 2. That the City Manager is hereby authorized and directed to enter into a Managed Services Agreement with Advanced Computer Connections, Inc. of Norwalk Ohio to provide for computer maintenance and information system services for the City of Oberlin.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations 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 Section 121.22 of the Ohio Revised Code.

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Oberlin, Ohio, or to provide for the usual daily operation of a municipal department, to wit: *to provide for necessary computer maintenance and information systems services without delay* and shall take effect immediately upon passage; and provided that it is elevated to emergency status by the affirmative vote of at least five members of Council and receives the affirmative vote of at least five members of Council upon final passage, it shall go into full force and effect from and immediately after its passage; otherwise, it shall take effect at the earliest period allowed by law.

PASSED: 1st Reading: December 2, 2019 (E)

2nd Reading: _____

3rd Reading: _____

ATTEST:



BELINDA B. ANDERSON, MMC
CLERK OF COUNCIL



BRYAN BURGESS
PRESIDENT OF COUNCIL

POSTED: 12/03/2019

EFFECTIVE DATE: 12/02/2019



Managed Services Agreement

This Managed Services Agreement (MSA) is between ADVANCED COMPUTER CONNECTIONS ("ACC"), an Ohio corporation with primary offices located at 166 Milan Ave., Norwalk, Ohio and **City of Oberlin** (the "Client") with primary offices located **85 South Main St. Oberlin, OH**. This MSA is entered into by and between ACC and the Client as of November __, 2019. This Agreement will automatically renew for successive twelve (12) month periods unless written notice of non-renewal is given by either party in writing at least thirty (30) days prior to the end of the preceding term. Renewal prices are subject to negotiation.

Periodically, Client will assess its needs for services. If Client's needs require a modification to the levels of service provided under this Agreement, both parties shall negotiate in good faith to amend this Agreement accordingly.

Scope of the Agreement

These terms and Conditions set forth the terms and conditions upon which ACC shall provide and the Client shall obtain the use of ACC Services and shall govern the Agreement between the Parties. Unless otherwise agreed to by the parties, this Agreement shall apply to all ACC Services provided by ACC to the Client as requested from time to time and as are described in the corresponding Addenda (Service Level Agreements (SLAs)).

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Provided Services

The following services are to be provided by ACC to the Client for the duration of this MSA. The Service Level Agreements for each specific service will itemize what is included under those agreements. Any service not specifically included in one of the attached Service Agreements will be billed on a time and material basis, quoted as a project, or negotiated as an addition to the MSA.

Services that are outside the scope of the MSA, or any SLA, may be requested by the customer at any time. ACC will inform the Client in advance of any service that Client has requested that falls outside the scope of the services provided by this MSA so that client is given a reasonable opportunity to accept or decline the time and material based charges. Acceptance of these services to be performed on a time and material basis may be accepted verbally or in writing.

Projects that are quoted to the customer outside the SLA may be accepted verbally or in writing. Any other additions or modifications to the MSA or any SLA must be made in writing. Will notify and request ROE from customer.

Fees

The fees for each service are listed within the specified Service Agreement sections. They are labeled "Prices" and are considered to be monthly charges unless stated otherwise. Fees are subject to change if expenses for ACC to provide these services rise. The prices would change after ACC notifies the Client at least 30 days before the end of this MSA term. Client has the right to choose not to renew the services provided by ACC at the end of this MSA term.

Billing and Payment

It is the responsibility of the Client to provide ACC with an accurate billing address, payment method, and other contact information. Client will be invoiced monthly, unless otherwise specified. The Due Date for services provided by ACC is the first day of each month. Accounts that remain unpaid after the due date may result in interrupted services. Such interruption will not relieve the Client from the



obligation to pay the monthly charges associated with this agreement. If Client defaults, Client agrees to pay interest at the rate of 3.5% per month.

Termination of Agreement

Either party may terminate this agreement for any reason upon sixty (60) days prior written notice to the other.

Upon termination, expiration, or failure to renew this Master Service Agreement, ACC will return to Client any data or equipment belonging to Client stored by ACC. Client will also be responsible for returning to ACC any equipment, software, or data that may have been utilized by Client during the course of the MSA.

Section Headings

Section headings are for reference purposes only and shall not affect the interpretation or meaning of this Agreement.

Monitoring Software

Network monitoring software and the data that it produces is that is the property of Advanced Computer Connections, Inc. The Client has no rights to the software. If the service is terminated, the Client will not have access to the program or any information it provides.

Client Equipment Rights and Insurance

The Client understands and agrees that all client-owned equipment on or about ACC premises are and shall remain, the sole responsibility and property of Client. The Client assumes the full risk and responsibility for any loss, destruction, or damage occurring to the Equipment, including, but not limited to, acts of God, Fire, Flood or the like. The Client shall obtain and continue to be covered with the appropriate insurance to take on the cost of Equipment replacement and liability for personal injury or property damage arising from ACC's operation and maintenance of the Equipment, and shall name ACC as an additional named insured on the policy.

ACC Service Responsibilities



ACC will be responsible for maintaining equipment and infrastructure owned by ACC. Any emergency or maintenance work on the equipment will be performed with the least delays and interruptions of Client services as possible. Client will be notified of scheduled maintenance on equipment or services that may directly affect their business. ACC reserves the right to maintain and change ACC infrastructure and equipment as is needed.

Client Responsibilities

The Client is responsible for additional financial cost of hardware maintenance and repairs, upgrades and software updates. Client is also responsible to keep software versions current as determined by ACC and associated vendors to prevent incompatibility problems. For example, Microsoft no longer supports the Windows 98 /98 SE operating systems after June 30, 2003. Client is solely responsible for ensuring that the organization stays in compliance with all applicable regulations and standards. Client is also responsible for Communicating IS/IT plans, policies and technology trends throughout the organization, including management groups and professional staff.

Non-Solicitation

Any attempt on the part of the client to induce ACC employees to leave the employ, or any effort by the client to interfere with ACC's relationship with its employees and contractors would be harmful and damaging to the interests of ACC. Both Parties agree that during the term of this agreement and for a period of one year after the end of term of this Agreement, Client will not solicit or hire any employee of ACC.

Internet Content Disclaimer & Indemnification

ACC does not control content that is found on the Internet. Therefore, ACC and its employees are not to be held responsible for content ACC customers may find on the Internet by using ACC services that is offensive, obscene, and slanderous and in any other way that discourages the Client. ACC is not responsible for viruses, spam and other malicious software that can be encountered on the Internet.

Dispute Resolution and Jurisdiction

The parties will attempt to resolve any dispute relating to this Agreement by good faith negotiation between business principals.

Severability

If any provision of this MSA is held to be unenforceable, the parties shall negotiate and amend the affected provision. The remaining portions of this MSA will not be affected and shall remain intact.



Response Time & SLA

Description

Below are the definitions for what constitute the impact that the problem may have on the Client and the priority level assigned to resolve the problem.

Description Of Incident	Priority Assigned
Major network failures, such as file servers, routers, gateways, and LAN infrastructure which affect multiple users on single LAN.	Critical Business Impact
Workstation failure or other LAN component failure affecting a single user.	Medium Business Impact
Planned installation assistance, peripheral warranty support, i.e. printers, monitors.	Low Business Impact
Meetings, questions, and consulting.	Projects

Required Action	Incident Priority		
	"Critical"	"Medium"	"Low"
Respond to reporter	Within 15 minutes	Within 2 Hours	Within 4 Hours
Update incident within Customer Support System with plan to resolve	Within 1 Hour	Within 4 Hours	Within 1 Business Days
Circumvent a problem	Within 4 Hours	Within 2 Business Days	Within 4 Business Days
Resolve the incident if no vendor assistance is required	Within 1 Business Day	Within 2 Business Days	Within 4 Business Days
Resolve the incident if vendor assistance is required *	Within 1 Business Day	Within 4 Business Days	Within 5 Business Days
Update incident status on incident record	Immediately as status changes	By end of shift when status changes and, at least daily	By end of shift when status changes

AD-1 Support Services



SERVICE		PLAN
		Platinum
Total Agreement Cost – 36 Month		\$6500
PERFORMANCE & RESPONSE TIME SLA		
MAXIMUM UPTIME PROMISE		
PC/Mac/Network/Server Health & Performance Monthly Report		✓
SUPPORT COVERAGE		
Remote Support 8a-5p		✓
On-site Support 8a-5p		✓
On-site & Remote Emergency Support 5p-8a, Weekends & Holidays		✓
MONITORING & SECURITY		
Network	Monitor Static VPN & WAN Connectivity	24/7
	Monitor VoIP Reliability	24/7
	Backup Managed Network Element Configuration Files	✓
	Audit & Remediate Network Vulnerabilities	✓
	Manage Network & VPN Access	✓
	Monitor & Maintain Wireless Access Points	✓
PC, Mac & Server	Monitor Security & Performance	24/7
	Anti-virus & Software Security Patch Alerts	24/7
	Monitor Backup Alerts	✓
	Proprietary Performance Optimization Routine	✓
	Microsoft Operating System & Office Patch Management	✓
	Asset & Warranty Service Contract Management	✓
	Monitor Spyware, Adware, Viruses	✓
Server	Microsoft Server & Exchange Patch Management	✓
	Client Owned Backup Monitoring & Administration	✓
USER & DEVICE SUPPORT		
PC, Mac & Server	Online Trouble Ticket Management	✓
	Remote Monitoring, Management & Support Software	✓
	Support Hardware & Network Issues Relating to Line of Business & Proprietary Software	✓
	Removal of Spyware, Adware, Malware, Virus	✓
	Support Industry Standard Software Suite	✓
	Support Printer, Scanner, Copier Connectivity	✓
	Manage File Share Permissions & Application User Security	✓
	Smartphone & Tablet Integration & Support	✓
	Replace Defective Devices & Components (Not included hardware/software purchase)	✓

MSP Requirements

166 Milan Ave Norwalk, Ohio 44857



- PCs & Macs in the same location must be covered by the same plan to avoid confusion about support coverage. No PCs or Macs in use at a location that has a plan can be without a plan. 100% or 0% coverage in each location is required.
- To simplify understanding of coverage, ACC/WC recommends all devices and users be on the same plan, but it is not "required" other than the following policies.
- An emergency is considered to occur when a mission critical system is down, preventing normal business operation.
- To be considered Mission Critical, an Image Based local or offsite backup solution must be installed and functioning using a system approved and electronically monitored by ACC/WC.
- An operational offsite backup solution is required for all servers housing mission critical data.
- For any server to be covered, any server operating as Domain Controller or Email Server must be on a plan. We do not require all servers have coverage or the same coverage.
- A Virtual CIO plan is required for all clients electing PC/Mac and Server coverage.
- Cloud Based Servers, whether PaaS or SaaS are considered servers. As "onsite" support is not possible, 24/7 remote coverage is available for the price of the Remote & Onsite plan.

Exclusions to Coverage

- Specific Equipment/Systems: SCADA (OMLPS & Wastewater), 911 system (OPD), CMI servers (Finance and Court).
- Parts, Equipment or Software not covered by vendor/manufacturer warranty or support.
- Cost of any parts, equipment, software, licensing, renewal or upgrade fee, etc. and/or any shipping and handling required as required for remediation efforts.
- Cost of any 3rd party vendor or manufacturer support or incident fees of any kind
- Installation of any new equipment, software, etc. required for upgrade and/or remediation will be billed at standard rates. Rate plan credits will apply.
- Any service or repair made necessary by the alteration, installation or modification of equipment, software, services, settings, policies, etc. made by Client's employees or anyone other than the Service Provider.
- Training Services of any kind, other than those instructions and/or assistance provided by the Service Provider in the normal course of remediation.
- Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors,
- **Changes found during onboarding could adjust monthly MSA monthly Pricing**



AD-1 Support Services

On Site Requirements & Exclusions

On-site dispatch may be required in the event of physical failures or conditions that cannot be remediated with remote tools

Rate Schedule (Bronze, Silver & Gold)

- Remote Support (8x5) ...Included
- On Site, Std. Bus. Day (8 x5) ...Included
- Trip Charge ...\$25.00 Per Trip
Days with on-site technician (AD 1.1) does not have a trip charge
- Dispatch outside of 60 mile radius ...\$150.00 FLAT FEE

Support (Billed at 15 Minute Increments)

	Monday - Friday	Saturday/Sunday & Holidays
8:00am - 5:00pm EST	Included	Included
5:01pm – 7:59am EST	Included	Included

Notes:

- Remediation efforts are inclusive to all Devices included in plan, Standard Windows, Linux, MAC, etc. applications & OS Platforms
- SLA standards may be adversely impacted if 3rd Party Vendor involvement is required for successful remediation. Supporting documentation will be provided in any such case.
- Remediation extending beyond standard hrs. & rates will be initiated only after client approval.
- All billable service requests and remediation efforts will be supported by detailed documentation (service tickets), reviewed with and submitted for approval to Client prior to presentation of invoice.



AD-1.2 On-Site Support Technician

Support Service Terms and Conditions

ACC agrees to place a Technician on-site at the City of Oberlin in Oberlin, OH part-time, 24 hours (three business days) per week. This technician will act as an employee of City of Oberlin while on-site and will work at the discretion and advisement of the City of Oberlin Supervisor. The technician placed at City of Oberlin will have access to Tier 2 & 3 Technicians should the need arise. All support time with the on-site and remote technicians will be recorded via the ACC ticketing system for review by ACC or the client at any time. Tier 2 and 3 Technicians will be available to be scheduled on-site as needed in accordance with the designated hours of this contract. A trip charge will be incurred as listed on the previous page when a technician is needed on-site outside of scheduled days.

The technician placed on location will be allowed paid vacation and sick days in accordance with their employment agreement with ACC. Should time off be required during a day they are designated to be at City of Oberlin, another technician will be placed on-site temporarily until the originally assigned technician returns to work. The replacement technician will be selected on availability and no additional charges will be incurred.

Should the City of Oberlin at any time be unsatisfied with the technician that is placed at their location, they must provide ACC with 30 days' notice to supply a proper replacement.

The amount of days that is scheduled for a technician to be on-site is subject to change and a 30 day notice is required. At that point a meeting will be set to negotiate the new contract.

AD-2 Advisory Services

Service Plan Levels			
Services	Description	Cost	Selected
Visio Network Diagram	Create visual documentation of network utilizing Visio. Provides a visual representation of your infrastructure and how your network traffic flows.	\$	
Hardware & Software Lifecycle Management Plan	Create lifecycle management plan for all Servers, Workstations, and Networking Equipment. Provides budgetary pricing and technology replacement dates to ensure equipment is being rotated with best practice.	Inc.	
Create Disaster Recovery Plan	Create DRP that fits with customer's infrastructure. This plan consists of the precautions to minimize the effects of a disaster so the organization can continue to operate or quickly resume mission-critical functions.	\$	
Create Business Continuity Plan	Create BCP that fits with customer's infrastructure. This plan states the essential functions of the business, identifies which systems and processes must be sustained, and detail how to maintain them. This plan is to preserve an organizations health and reputation.	\$	
IT Policies & Procedures	Create IT Policies & Procedures for the customer's internal IT needs. This can include IT Usage Policies, Employee Onboarding/Offboarding, Acceptable Use Policy, Web Browsing Policy, etc..	\$	
Assigned Virtual CIO	An Engineer will be assigned to your account to serve as a Virtual CIO.	Inc.	
Quarterly On-site Visit	Your Account Manager will meet with you quarterly to discuss previous quarter as well as discuss current state of technology. Will also discuss plans moving forward (upcoming projects, ongoing issues, etc..)	Inc.	



AD-3 Managed Data Backup & Recovery

Backup and recovery made simple. When the inevitable happens, rest assured you can quickly get back to a stable state. Whether it comes from a technology failure, a natural disaster, or just user error, our backup restores business continuity in minutes.

It contains everything you need for the protection of your servers and workstations. It supports all current Microsoft Windows versions. Even complete Hyper-V or VMware virtual machines can be protected (host-level backup). With Backup, all features are included at a simple and predictable price point.

Backup can be managed with an easy-to-use, central, web-based management console. This console provides a multitenant platform that requires minimal effort to access both backup and recovery statistics. This makes the product easy to use and easy to deploy.

KEY BENEFITS

- »» Simple, predictable, pay-per-device pricing
- »» Deduplication for faster backups and restores
- »» Hybrid cloud backup with on-site and off-site storage
- »» Support across Windows
- »» Management for both Hyper-V and VMWare virtual environments

Service	Schedule	Price
Backup verified complete	<ul style="list-style-type: none">Daily	Included

Device Type	# of Devices	Price\Device
Server	<ul style="list-style-type: none">N/A	\$50
Workstation	<ul style="list-style-type: none">N/A	\$10

****Per TB, beyond fair use policy**



AD-4 Managed Anti-Virus

Managed Anti-Virus service provides the skilled IT resources, domain expertise, centralized monitoring and management facilities, and proactive approach to ensuring the protection of your desktops and laptops against the ever-present threat of viruses, spam and malware attacks.

Managed Anti-Virus:

- Provides proactive and comprehensive security, monitoring and management
- Centralizes the deployment and updating of software to ensure coverage and consistency
- Automates management processes to avoid errors and reduce costs
- Leverages expert IT skills

Features	Standard Anti-virus	Managed Anti-virus
Anti-Virus	Included	Included
Anti-Spyware	Included	Included
Anti-Malware	Included	Included
Monthly Status and Threat Reporting	No	Included
Monitored and Managed by our NOC <ul style="list-style-type: none">• Anti-virus Monitoring• Scheduled Scans• Signature and Software Updates	No	Included
Essential Support <ul style="list-style-type: none">• Attended and Unattended remote control for additional support• Asset Discovery and Reporting• Device Health Monitoring	No	Included

Service	Seats	(\$/Device)
Managed Anti-Virus Server	N/A	\$5
Managed Anti-Virus Workstation	N/A	\$2



AD-5 Dark Web Monitoring

Detect:

Employees often use the same password for multiple services on the web, such as CRM, e-commerce sites, and social media. Proactive monitoring for stolen and compromised employee data on the dark web allows us to detect when a problem arises, before a major breach occurs.

PHISH:

We can send scheduled phishing campaigns, including customized messages to fit each group or department, at random times during a specified period. With an everchanging threat, it is important that your employees are exposed to all the latest phishing traps set by criminals.

Train:

It is not always disgruntled workers and corporate spies who are a threat. Often, it is the non-malicious, uninformed employee. Our easy to-understand, short and visually engaging training videos end with an online quiz to verify the employee's retention of the training content.

Measure and Track:

Your regular Security Threat Report will demonstrate the overall cybersecurity posture of your organization, to include dark web credential compromises combined with employee phishing and training campaign results.

Service	Schedule	Price
DW Monitoring	<ul style="list-style-type: none">Daily	Included
DW Password Reset	<ul style="list-style-type: none">As needed	Included
Phishing	<ul style="list-style-type: none">Monthly	Included
Microsoft GPO	<ul style="list-style-type: none">	

Commitment

The customer agrees to pay ACC for services defined in this MSA in the amount of **\$6500** per month for a term of 12 months. ACC shall invoice the customer for each month of service in advance of 30 days.



100% Money Back Promise

Our 90 days money back promise is this: At any time in the first 90 days of being a ACC Managed Services client you decide we are not the right firm for your needs, we will refund 100% of your monthly fees and help you transition to another company.

ACC Referral Program

For every new customer you refer, we will discount your agreement with ACC by the amount of the new agreement for 90 days. In the event the new agreement amount is greater than your agreement, your monthly payment will be waived for those 90 days.



Service Level Acceptance and Commitment Summary

Addendum/Service	Monthly Recurring Charge	Non Recurring Charge	Accepted	Declined
AD-1 Support Services	\$6500			
AD-1.1 On-Site Support Technician	Inc.			
AD-2 Advisory Services	Inc.			
AD-3 Managed Data Backup & Recovery	N/A			
AD-4 Managed Anti-Virus	N/A			
AD-5 Managed Dark Web	Inc.			
Monthly Grand Total	\$6500			

Name, Title

Date

Jason Hill, VP of Operations Date



Here Are Just A Few We've Helped:

Michelle Corso, Corso's Flower & Garden Owner



We have been working with ACC for approximately 7 years. During that time our business has grown tremendously and they have been able to implement the technology we need to keep up with our growth. Customer service is great and they are willing to go above and beyond when needed. I would highly recommend ACC to anyone looking for a full-service IT company.

Derek Callin, VLFCU IT Manager



We have partnered with ACC to support our technology operations for the past 10 years. Their attention to detail, product knowledge, and timely attention to our needs is of great value to our organization.

Kari Smith, Superintendent – Huron County Board of DD



We have used ACC for several projects with excellent results. Their technicians are dedicated and helpful in supporting our organization.

Tony Hamilton, Hamilton Insurance President



We have been working with ACC for over 20 years. ACC has been very helpful in growing the business with the use of their services. No one in our office had any computer training in the 1990's when ACC came into our

business. They got us setup with proper hardware and software. Since that time they have been serving us through all the changes technology. Every phone call is returned promptly and anytime we needed service work they were there that day. They have solved so many technology issues for our business, I can't imagine where we would be without them. They are hardworking, friendly, knowledgeable and have come through for us every time. Hamilton Family Insurance put their trust in ACC and they have always come through for us.

Lisa Brownell, Controller Packaging & Pad R US



ACC has been our IT Service provider for just over 4 years. Our company had experienced a growth spurt and we knew we needed a company to help us assess and implement changes to our software and hardware structure. With ACC, we have a professional and knowledgeable team that, from day one, provides us with the service necessary to keep us operational and does so in a timely manner. Their response makes us feel as if we are, at times, their only customer. It is a great feeling knowing that we have ACC just a phone call away!

Mike Armour, Home Brew Owner



ACC has been a great partner for us since we started with them 18 months ago. We have used different IT firms in the past but our partnership with ACC has been a great decision for us. 24 hour customer service and prompt replies to our questions has been fantastic. I would recommend ACC to anyone looking for a new IT company.

Shawn Pickworth, Village of New London



Administrator

“We made the decision to partner with ACC for our IT services in 2017. We can always count on quick responses when we are in need of help and it has been comforting to know that we have such a friendly and knowledgeable team managing our IT. They make us



feel like we are more than just a customer, and we are looking forward to continuing our partnership for years to come.”

Sarah Zimmerman, Superintendent – Sandusky Board of DD



We’ve used ACC as our IT company for 5 years and have been well supported through many changes. ACC’s diverse technical team has assisted us in identifying areas for improvement, proactively planning for system upgrades, and implementing security safeguards. We are able to focus our efforts on our work due to their technical assistance, remote monitoring, and timely responses