

Resolution 2014-05

A RESOLUTION AUTHORIZING AND APPROVING EXECUTION OF A CONTRACT WITH KIRCH GROUP TECHNOLOGY, LLC FOR GENERAL INFORMATION TECHNOLOGY MANAGEMENT, AND DECLARING AN EMERGENCY

WHEREAS, the Village of Minerva Park ("Village") has a need for general information technology ("IT") management; and

WHEREAS, the Village contracted with the firm of Kirch Group Technology, LLC ("KGT") to provide such IT management in calendar year 2013; and

WHEREAS the Village wishes to continue contracting for IT management services with KGT for 2014;

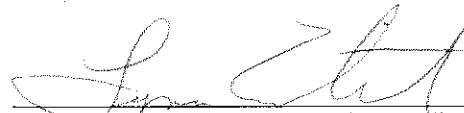
NOW, THEREFORE, be it resolved by the Council of the Village of Minerva Park, Franklin County, State of Ohio, that:

Section 1. The Mayor and the Fiscal Officer of the Village of Minerva Park are hereby authorized and directed to enter into a contract for IT management services with KGT in a form substantially similar to the contract attached hereto as Exhibit A and incorporated herein by reference to provide IT management services for the Village for the period from January 1, 2014 through December 31, 2014.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that any and all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements of the laws of the State of Ohio.

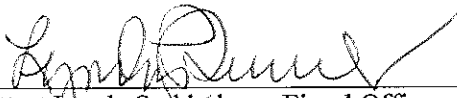
Section 3. All prior legislation, or any parts thereof, which is/are inconsistent with this Resolution is/are hereby repealed as to the inconsistent parts thereof.

Section 4. Council declares this to be an emergency measure necessary for the health, safety and welfare of the residents of Minerva Park, such emergency arising out of the immediate need to manage IT services which are critical to the administrative operation of the Village. Wherefore, this Resolution shall take effect and shall be in force immediately upon passage by Council.

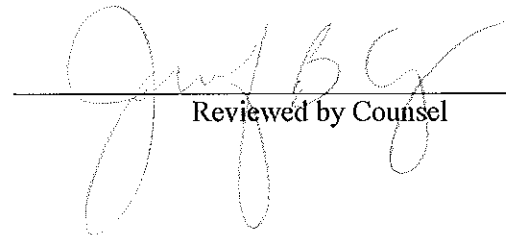


Lynn Eisentrout, Mayor, Village of Minerva Park

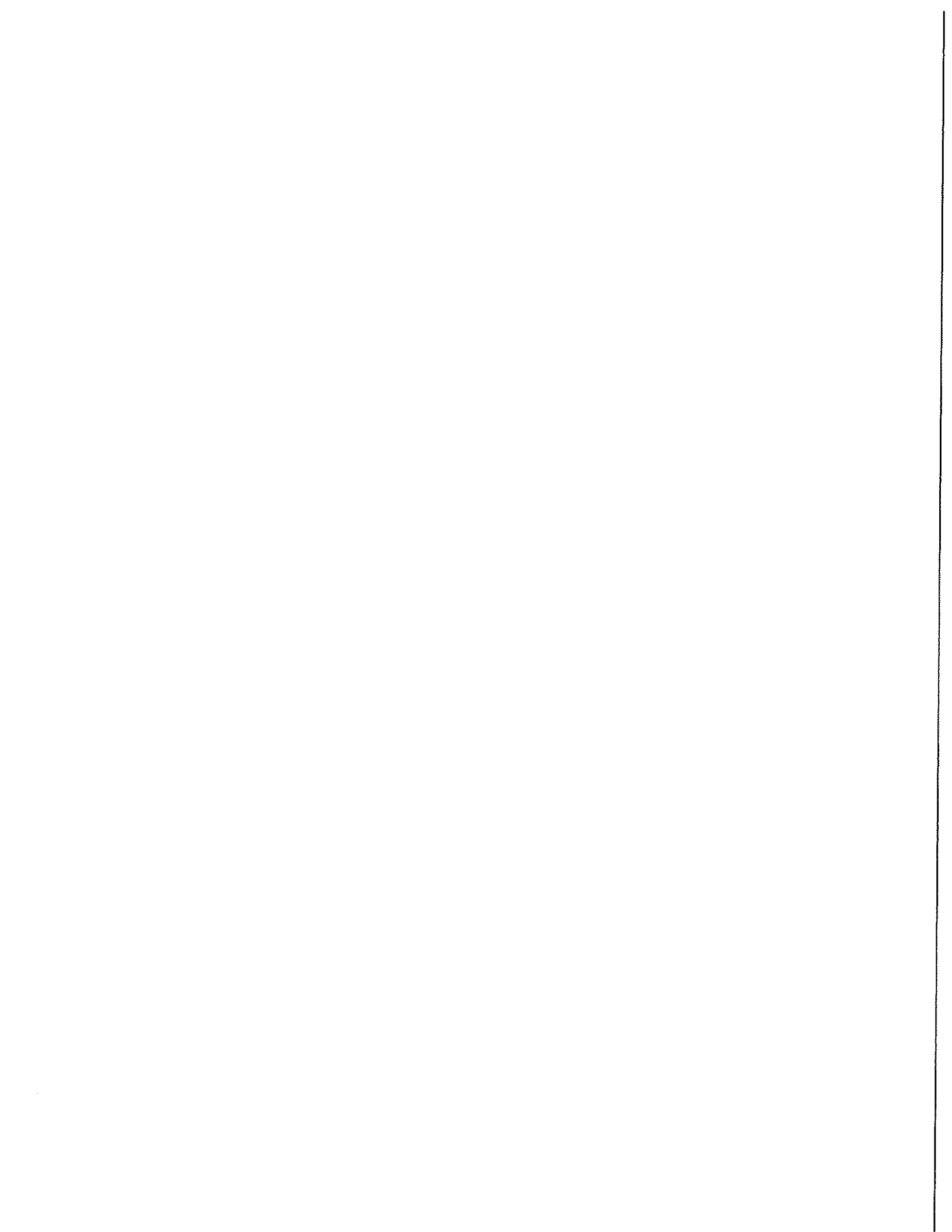
First Reading: February 10, 2014
Second Reading: Waived
Third Reading: Waived
Passed: February 10, 2014



Attest Lynda Sudderberg, Fiscal Officer,
Village of Minerva Park



Reviewed by Council



Contract Version 2.1-MINERVA (2014)

Kirch Group Technology, LLC
Service Agreement Contract

Submitted to:

Minerva Park
2829 Minerva Lake Park
Columbus, OH 43231



Kirch Group Technology, LLC - Service Contract

This Kirch Group Technology Service Agreement (the "Agreement") is made and entered into as of the last date appearing at the foot of this Agreement by and between Kirch Group Technology, LLC, an Ohio limited liability company ("KGT") and the client whose name appears at the foot of this Agreement (the "Client").

Statement of Agreement:

1. **Agreement Basics.** Pursuant to this Agreement, and subject to the terms, conditions and limitations contained in this Agreement, KGT shall provide general Information Technology (IT) management in support of your business and its Covered Hardware (defined on *Exhibit 1A*) and Covered Software (defined on *Exhibit 1B*) (Covered Hardware and Covered Software are collectively, the "Covered Items").
2. **Overview.** KGT's uniquely configured support framework for Covered Items provides a range of services, as selected in this Agreement, designed to keep your computer and network systems functioning. Such services, as selected by Client, pertaining to Covered Items include are disclosed on *Exhibit 2*.
3. **System Documentation.** Client shall provide all documentation relative to the Covered Items to KGT.
4. **Getting Started.** Once the Documentation is delivered or provided to KGT, a KGT technician (a "Tech") shall perform a series of preliminary studies and recommendations. A quotation may be provided to the client with a list of list of hardware and/or software and/or labor required to get client to a state in which KGT will accept client into this agreement. Failure to accept and pay in full for this will result in the immediate cancelation of this agreement as client does not qualify for this arrangement.
5. **Services.** The services provided to the Client under this Agreement are specifically set forth on the Contract Service Schedule as disclosed on *Exhibit 5*.
6. **Services Limitations.** Due to the nature of technology, KGT makes no representation regarding its ability to solve every IT/network problem Client encounters, but KGT does represent that the Tech shall be provided to Client as provided in this Agreement. Details of service limitations are included on *Exhibit 6*.
7. **Deliverables.** Working with Client's designated contact person (in some special cases, persons), KGT (acting through its Tech) shall address, as provided in this Agreement, any issues and/or problems concerning Client's current IT environment as it pertains to Covered Items.
8. **Client Obligations.** For KGT to provide the type of service that our Clients deserve and uphold its obligations under this Agreement, Client must strictly observe and where appropriate perform the obligations disclosed on *Exhibit 8*.
9. **Term and Termination.** The Term of this Agreement shall commence on the effective date as defined in this Agreement and is effective for the remainder of the calendar year. This period is also referred to as the "Term." This Agreement may be terminated by KGT prior to the Agreement End Date upon Client's failure to perform any of its obligations defined in § 8 or on *Exhibit 8-Attached*, including, but not limited to failure to discharge Client's financial obligations under this Agreement with fifteen (15) days of Client's receipt of a written notice of default. Additional reasons for termination of this agreement are described on *Exhibit 9*.
10. **Fees and Payments.** Client's fees for services provided in the Contract Service Schedule appear on the Contract Price Schedule disclosed on *Exhibit 10*. Beginning on the Effective Date, Client shall be billed according to the below-stated payment schedule set forth on the Contract Price Schedule, in advance for applicable fees. Any amount due to KGT under this Agreement, whether under the Contract Price Schedule or billing for additional services shall be payable in full upon receipt of an invoice, without withholding, deduction or offset of any amounts for any purpose. Any amount not paid within thirty (30) days of the Invoice's date shall be subject to an interest charge of eighteen percent (18%) per annum. Any KGT billing not disputed by Client both in writing and in good faith, within thirty (30) days of Client's receipt of an invoice is deemed approved and accepted by Client. The Contract Price Schedule only covers items on the Contract

Service Schedule. The Contract Service Schedule work is performed during normal business hours of 8:00am-5:00pm EST, Monday - Friday. Please see website for list of Holidays and dates KGT office is closed. If Client needs an issue addressed outside the normal business hours, such services (whether or not such service is on the Contract Service Schedule) shall be billed at KGT's then effective "After-Hours Rate", unless KGT agrees to a different rate in writing prior to such services being performed. After-Hours Rates are defined on the KGT website and are subject to change at any time.

11. **Non-interference.** Client shall not hire, interview, solicit for hire or aid any third party in hiring any KGT employee, consultant, technician or agent during the Term and for a period of one (1) year after this Agreement has been terminated, or later if KGT's completion of any services for Client's benefit extends beyond the termination date.
12. **Entire Agreement.** This Agreement along with all attached Exhibits constitute one and only one agreement regarding this Agreement's subject matter. This Agreement may not be amended, altered or modified in any manner, except as specifically provided herein, unless it is done so in a written instrument signed by both the Client and KGT; provided, that, one of such instrument's terms reflects one its purpose is to amend this Agreement.
13. **Notices.** Any notice required or permitted under this Agreement must be in writing and except for the ARTS site and/or voice mail provided for in § 6 (and *Exhibit 6*) and sent to the party at the address appearing on *Exhibit 13*. Such notice(s) shall be deemed received on (a) the date it is posted in the U.S. Mail systems, properly addressed, bearing adequate postage with a return receipt appended, (b) when delivered to an overnight delivery service, if properly addressed (for this purpose only Federal Express and UPS are acceptable), or (c) when sent by email to the party's email address set forth at the foot of this Agreement; provided, that, an electronic receipt for such email as received by the sender.
14. **Personal Service Contract.** The Parties agree that this Agreement is, and is intended to be, a "personal service contract" as provided in Section 145.03, Ohio Revised Code and is interpreted in Section 145-1-42 (A) of the Ohio Administrative Code. This Agreement is, and is intended to be, a formal bilateral written contract between the parties as required by Section 145-1-42 (A). The Parties further agree that since this is a personal service contract, no Public Employee's Retirement System deductions will be made from Isaac Wiles's compensation nor paid to the Public Employee's Retirement System of Ohio on and in accordance with provisions of Section 145-1-42 (C) of the Ohio Administrative Code.

IN WITNESS WHEREOF, KGT and Client have executed this Agreement as of the date appearing next to their signature and each of KGT and Client represent to the other party that the person executing this Agreement on this behalf is fully authorized to bind the party for which it is so executing.

Contract Effective Date: 1/1/2014 - 12/31/2014

CLIENT:

By: _____

Printed Name: _____

Date: _____

KGT:

Kirch Group Technology, LLC

By:  _____

John Stickle, Managing Member

Date: 1/29/2014

Exhibit 1A:

"Covered Hardware:"

PCs

PC Name	Service Tag	Purchase Date	Warranty Expires	Miscellaneous	Needs Replaced	Last Updated
ALDERVISTA-PC	(DELL)H0SF0R1	8/30/2011	8/31/2014		NO	1/21/2013
CHIEFPC	(DELL)1Y00GK1	11/2/2009	EXPIRED		Replace Soon	1/21/2013
D7J8N9P1	(DELL)7J8N9P1	1/24/2011	4/24/2014		NO	1/21/2013
MINERVAPARK1	(DELL)8K78PS1	5/8/2012	5/9/2015		NO	1/21/2013
MINERVAPARK2	(DELL)8K77PS1	5/8/2012	5/9/2015		NO	1/21/2013
SSCHUMACHER-13	(DELL)3D34RW1	1/30/2013	1/31/2018		NO	1/21/2013
WH.DWOOD	(DELL)86Y3YR1	12/20/2011	12/21/2014		NO	1/21/2013

Laptops

Lap Name	Service Tag	Purchase Date	Warranty Expires	Miscellaneous	Needs Replaced	Last Updated
USBR-PC	(GATBWAY)LXWSG02004034066CS1601	2/26/2011	EXPIRED		NO	1/21/2013
Cruiser 1	Panasonic				NO	2/5/2013
Cruiser 2	Panasonic				NO	2/5/2013
Cruiser 3	Panasonic				NO	2/5/2013
LYNDA	(DELL)SSQNNX1	10/1/2013	10/1/2016		NO	11/26/2013

Domain Controller (Phys or Virt)

DC Name	Service Tag	Purchase Date	Warranty Expires	Miscellaneous	Users/PCs	Last Updated
MP01	(DELL)		EXPIRED		6-9 Users or PCs on a domain	11/26/2013

Switch (Non-Managed Mode)

Item	Serial Number	Miscellaneous	Last Updated
IT Cabinet	Linksys	SD205 5 port	1/21/2013
IT Cabinet	Dell	PowerConnect 2824	1/21/2013

WiFi Router

Item	Serial Number	Miscellaneous	Last Updated
Firebox Edge XTM22-W			1/21/2013

Local Printer

Item	Serial Number	Miscellaneous	Last Updated
HP DJ 6940			1/22/2013
Dell 2335dn		Lynda	1/22/2013
Brother MFC		Chief	11/26/2013
Brother MFC			11/26/2013
Samsung SCX		Mayor	11/26/2013

Network Printer, Multi, or Plotter

Item	Serial Number	Miscellaneous	Last Updated
Lanier MP C3502			1/22/2013

NS

Exhibit 1B:

"Covered Software:"

Client Operating Systems (OS):

- Microsoft Windows XP (Home and Professional)
 - NOTE: Microsoft Support Ends April 8, 2014
 - Additional charges may be applied if KGT is required to support this operating system. Client will be notified prior to KGT providing support if this applies. This will not take effect until after April 8, 2014.
- Microsoft Windows Vista (Home, Business, Enterprise, Ultimate)
- Microsoft Windows 7 (Home, Professional, Enterprise, Ultimate)
- Microsoft Windows 8 and 8.1 (Pro, Enterprise, RT)

Server Operating Systems (OS):

- Microsoft Windows Server 2003 (all)
- Microsoft Windows Small Business Server 2003, 2003 R2, 2008, 2011
- Microsoft Windows Server 2008 (all)
- Microsoft Windows Server 2012

Applications:

- Microsoft Office 2007
- Microsoft Office 2010
- Microsoft Office 2013

It is not possible for KGT to completely support all software, however, we will attempt to resolve any issues you may have if an error occurs. We must be given an error. To get further support with this agreement for industry specific software, we require you to maintain an ongoing support contract with that software vendor. We will still assist you in troubleshooting, by utilizing the support contract and contacting the specific vendor.

Training is not included in the agreement. Training is helping a user understand how to use the software and/or utilize certain features of the software. Although a technician may choose to train a Client, this is not typically included in the agreement. Client will be notified in advance if training is going to be invoiced and arrangements for payment and amounts will be determined.

Exhibit 2:

"Menu of Services:"

- a. Site Assessment
- b. IT Inventory and Management
- c. Scheduled Visits (either "on-site" or "remote")
- d. Proactive Service
 - a. Check Server Event Logs
 - b. Verify Backups
 - i. At scheduled service visits, KGT will confirm that backups are getting done. However, KGT will not test backup media at each visit to confirm a full disaster recovery test. This service (disaster recovery test) is an additional charge.
 - c. Verify Anti-Virus Software
- e. Technology Knowledge and Guidance
- f. Help Desk Support (including phone support)
- g. Covered Items Reliability
- h. Covered Items Security
- i. Functional Consistency
- j. Design Level Productivity
- k. Cost Management and Control (IT Budget)

Exhibit 5:

"Contract Service Schedule:"

Contract Services generally include the following: (a) Scheduled Visits; (b) Server Specific Duties; (c) Personal Computer Specific Duties; (d) Peripheral Specific Duties; (e) ARTS response protocol; and (f) Software Support, which relate to the following services descriptions; provided, however, to the extent there is a conflict between the Contract Service Schedule and this Exhibit 5, the former shall control.

Scheduled Visits. The date, time and frequency for Tech Client Visits are based on the size, amount and complexity of Covered Hardware as determined by KGT. Client and KGT must agree on specific dates and times for the Tech's performance of the scheduled maintenance covered by this Agreement. Such schedule may be modified to reflect Covered Items changes.

Scheduled Visits:

- a. This constitutes scheduled visits under this Agreement.
- b. Scheduled visits typically last between one and two hours.
 1. Scheduled visits not to exceed three hours, unless prior arrangements are made between Client and KGT.
 2. The Tech may, in his/her discretion, reschedule time for incidents not previously submitted to KGT either under ARTS or by telephone phone calls received by KGT at least twenty-four (24) hours prior to the start time for such scheduled visit.
 - A. Any additional services not covered by the terms of this Agreement performed during a scheduled visit, under ARTS or due to a telephone call may result in fees in addition to the basic fees (aka Contract Price) set forth in this Agreement.
 - B. When the technician arrives on the scheduled day, he/she will address any ARTS submitted tickets with the Client's contact person. The technician will then proceed with the following services on applicable covered hardware.

Server Specific Duties:

During both Scheduled Visits, and where appropriate in the Tech's opinion, the following Server Specific Duties shall be conducted/reviewed by the Tech: review outside of server housing for warning lights; check server for adequate storage space; Review Windows event logs for messages, warnings, and errors and address as necessary; Review and approve appropriate Windows updates via Windows Software Update Services; Review network Anti-virus management software for issues and address as necessary and Review server and data backups and address as necessary.

Personal Computer Specific Duties.

During both Scheduled Visits, and where appropriate in the Tech's opinion, the following Personal Computer Specific Duties shall be conducted/reviewed by the Tech: ensure Windows updates are or have been installed correctly; monitor for malware infections; and run cleanup utilities to provide highest available usage speeds.

Peripheral Specific Duties.

During both Scheduled Visits, and where appropriate in the Tech's opinion, the Tech shall ensure proper operation of printers, scanners, firewalls, switches and the like; provided, that, such peripherals are listed in the Covered Hardware Schedule as the date of the visit.



ARTS Response Protocol.

This Agreement provides access to a Tech who provides necessary services to monitor and maintain your current system and network environment as provided herein. Consequently, KGT provides a Tech for an on-site, scheduled visit on the day and time provided in this Agreement. Client is authorized to leave emergency/non-emergency voice mail messages and is granted access to the KGT's Automated Response and Ticket Submission (ARTS) site. All scheduled visits and support occurs during KGT's normal business hours of which are listed on our website. Our offices are also closed on all National Holidays. If support in response to an ARTS request is performed at Client's request either "after normal business hours" and/or over a weekend, Client will be billed for a fee in addition to Client's regular financial obligations set forth in this Agreement.

Software Support.

KGT provides support under this Agreement for Covered Software as it relates to its proper installation and configuration in your current business environment. Usage and appropriate understanding of how the Covered Software is (or may be) utilized in the Client's business is outside this Agreement's scope. KGT, may, where appropriate, endeavor to dispense Covered Software knowledge where and when appropriate based upon the applicable Tech's expertise with the particular software item. However, KGT reserves the right to decline support for Covered Software usage and understanding when it determines that the Client (or Client's applicable user) needs or could benefit from software training.

Upgrading or Replacing Hardware/Software.

Upgrading or replacing hardware or software normally requires an on-site visit. However, hardware and/or software upgrades may be completed remotely, with or without the knowledge of the Client. This Agreement does not include the cost of new or replacement hardware, software, cabling or other equipment that may be required to perform services under this Agreement. A separate labor fee shall be applied for adding any hardware not listed on the Covered Hardware Schedule, or major software upgrades or installations not listed on the Covered Software Schedule. Clients shall be quoted a price for new or replacement hardware prior to installation or repair. Labor fees associated with replacement or repair of hardware on the Covered Hardware Schedule are included in this Agreement, except where outlined on the Client Fee Schedule. Applicable sales tax shall be charged as required by applicable law.

Caveats: KGT recommends Business class hardware and software for all of our clients. Purchasing hardware and software through KGT is not a requirement under this Agreement. However, Client benefits with KGT's price breaks on business class IT hardware and software from Dell and other vendors. Should Client seek to upgrade or replace hardware or software with non-business class hardware or software or items the use of which KGT has recommended against, the labor fees for such replacement or repair are not included in the with this Agreement.

Exhibit 6:

"Service Limitations:"

- a. Once Client submits an Emergency ticket to the ARTS site and/or an Emergency voice mail message, KGT shall have four (4) business hours to acknowledge the ticket. That does not mean that the issue has to be resolved. KGT shall then have two (2) business hours to begin the attempt at resolving the issue. The attempt is not necessarily limited to an on-site Tech visit. Remote efforts by KGT designed to address the problem(s) are attempts. The agreed response time under this Agreement is set forth in the Contract Services Schedule.
- b. Services not included in this Agreement or listed on the Contract Service Schedule are billable in addition to the Contract Price Schedule (defined below) and include: setup and configuration of PCs, printers, and other peripherals not listed in the Covered Hardware Schedule; setup and configuration of new servers; installation and configuration of new software and/or major software upgrades; software research related to Client's business; excessive hardware and/or software quotes; emergency IT support outside normal business hours as defined in the Agreement; direct contact (e-mail, phone calls) with Tech(s) not KGT initiated; software training for Client's employees; or reinstallation of server operating systems and programs.
- c. Force majeure—Problems considered force majeure are not services coming within the Contract Services Schedule and this Agreement. Force majeure includes acts of God, fire, theft, insurrection, situations involving marital law, etc. KGT reserves the right to bill for issues that arise directly, or indirectly, from force majeure including issues with ISP's, telephone companies, power and cellular companies. Force majeure relieves KGT of its response time obligations under this Agreement.

Exhibit 8:

"Client Obligations/Duties:"

- a. All issues and/or IT related questions must be submitted to KGT via the ARTS site or through KGT's voicemail system. Direct contact (via email or phone call) not Tech approved, are not permitted and are subject to additional billing charges;
- b. Pay all invoices by their due date. Failure to pay on due date shall result in late fees, stoppage of service and/or termination of this Agreement;
- c. Pay all Agreement fees by due date stated on the applicable invoice. Failure to pay by due date shall result in late fees, stoppage of service and/or termination of this Agreement;
- d. Provide KGT with as much advanced notice to any changes to current network environment (ISP changes, phone system changes, personnel changes);
- e. Maintain all applicable software licenses and software, whether or not such software is part of the Covered Software Schedule;
- f. KGT will not install or service illegal software and Client's installation and/or use of such illegal software may result in KGT's termination of this Agreement;
- g. Notify KGT regarding any software installed and purchased without consulting KGT;
- h. Advise Client's staff on usage of ARTS and against direct Tech contact (for support initiation);
- i. Provide Client staff with proper software training on applicable company software as KGT does not provide support on software usage;
- j. Advise KGT of the presence of mobile devices that connect to Client's network or gather company email;
- k. Maintain an active virus scanning solution and routine backup solution as deemed appropriate by KGT for Client's environment;
- l. KGT reserves the right to invoice the client for Spyware/Malware removal should the client refuse to have appropriate preventative software and/or hardware in place as deemed appropriate by KGT for Client's environment.

Exhibit 9:

"Agreement Terms and Termination Details:"

- a. If the Agreement End Date arrives, and the Agreement is not renewed, so long as all of Client's obligations under this Agreement are fully satisfied by such date, then KGT shall return the Documentation to Client and retain copies exclusively for archive and liability purposes upon request by Client. KGT shall make no further use of such Documentation and shall hold it in the strictest of confidence.
- b. If the Agreement End Date arrives (or if the Agreement is terminated earlier due to Client's failure to comply with all its obligations found in § 8 of this Agreement (and Exhibit 8), neither shall the Documentation be returned to Client nor shall the temporary passwords installed by KGT be released, except as provided in c, below, unless and until Client has brought current or remedied, in KGT's opinion, its obligations under § 8 and (and Exhibit 8).
- c. If the nature of Client's business is such that temporary protective passwords installed by KGT would create legal liability for Client, which areas must be disclosed to KGT on or before the effective date, the passwords referenced in b, above, shall not be applied to such items.
- d. Should Client terminate this Agreement and the Contract Price Schedule payments shall have been paid either in advance or in full, no refund shall be given and KGT shall not be obligated thereafter to provide any services contemplated by this Agreement.



Exhibit 10:

"Fees and Payments:"

Quoted SA - \$4,400.00 yearly plus any applicable taxes

Payment Schedule:

First quarter payment of \$1,100.00 plus any applicable taxes, to be billed on January 1st 2014

Final three quarters payment of \$3,300.00 plus any applicable taxes, to be billed on April 1st 2014

JX

