

**COUNCIL OF THE
VILLAGE OF HIGHLAND HILLS**

ORDINANCE NO. 2024-71

For the December 11, 2024
Council Meeting

Introduced by: Mayor Michael L. Booker

Supported by:

AN ORDINANCE AUTHORIZING A CONTRACT WITH MAVERICK OFFICE SOLUTIONS, INC. TO PROVIDE IT SYSTEMS AND SERVICES, AND DECLARING AN EMERGENCY.

WHEREAS, The Village has determined that it is in the best interest of the Village to change IT Systems and Services supplier from Lake Business to Maverick Office Solutions, Inc. (hereinafter, "Maverick"); and

WHEREAS, the Village administration has reviewed its existing IT Systems and Services contracts and compared to proposed IT Systems and Services contract with Maverick and it determined and recommends to this Council that it is in the best interest of the Village to change providers for this very important service to Maverick; and

WHEREAS, Council desires to accept and approve the contract to engage the systems and services provided by Maverick.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF HIGHLAND HILLS, OHIO:

Section 1: That the Mayor is hereby authorized to terminate the existing agreement with Lake Business and to enter and execute a new agreement with Maverick Office Solutions, Inc. to provide IT services including but not limited to computer software, local server, email and such other software and/or systems as the Village needs for the orderly operation of the various Village departments on such terms and conditions as is found in substantially the same agreement(s) attached hereto and incorporated herein by reference as Exhibit A.

Section 2: That the Mayor and/or Council President, if required, are hereby authorized and directed to sign any such documents or agreements as required by the individual insurance carriers identified herein in order to consummate the offer and acceptance of this health care coverage program.

Section 3: That the Law Director shall prepare, review, and/or approve as to form any documents or agreements between the Village and/or Maverick.

Section 4: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were conducted in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

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Section 5: This Ordinance is hereby declared to be an emergency measure to provide for the orderly operation of the administration of the Village of Highland Hills and to provide such important services for the benefit of the Village and the orderly operations of all Village Departments and provided it receives the affirmative vote of two-thirds (2/3) of all members elected to council, it shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this 11th day of December, 2024.

First Reading ✓ Second Reading _____ Third Reading _____

Vote: Pride ✓ yea ___ nay Greene ✓ yea ___ nay Mills ✓ yea ___ nay

McManus ✓ yea ___ nay Wright ✓ yea ___ nay

Cassandra Pride
Cassandra Pride
President of Council

12/11/24
Date

Attest: Margaret Sikon
Margaret Sikon, Clerk of Council

12/11/24
Date

Filed with the Mayor: ✓

12/12/24
Date

Approved By: [Signature]
Michael L. Booker, Mayor

12/12/24
Date

2024-71



OVERVIEW

Dear Mayor Booker ,

We all know that people are the foundation of any great organization. You would not be where you are today without committed employees and loyal customers. How can you support your staff, retain customers, increase revenue, grow market share, and remain flexible in a changing corporate landscape? Responsive, secure, and advanced IT infrastructure is the best investment you can make - now and for the future.

Keeping up with technological advancements can be overwhelming, and you cannot be an expert in everything. You need reliable and trustworthy IT advice, planning, and management services you and your people can depend on.

We specialize in:

- Custom IT solutions that build on your current business and IT infrastructure.
- High-level security structures that protect you and your customers.
- User-focused tools and training that make implementing new systems easy.
- Long-term management of IT systems and infrastructure for clients

Mavericks Office Solutions Inc. focuses on your IT so you can focus on your business growth. Our experienced consultants work with you to guide your technology strategies, helping you align them with your business and process strategies. We provide strategic, architectural, operational, and implementation planning for all your IT needs.

Sincerely,

Jeffrey Bish
President

MANAGED SERVICES

MANAGED DEVICES

We will proactively manage and support your servers, desktops, and laptops of all your employees, utilizing a combination of automated services, remote help desk services, onsite services, and artificial intelligence.

24X7 MONITORING AND PRO-ACTIVE CORRECTIONS

To ensure the most effective and efficient form of pro-active services, we continuously monitor your devices for hardware failures, monitor event logs, and patterns of increased hardware usage. Patch management and security patches are handled within Microsoft best practices.

OFFSITE SERVER FILE BACKUPS

Server files are sent encrypted from your server to our multi location offsite secure NOC locations, backed up files are stored for infinite days with a standard five copy retention. All backups are checked and audited daily to ensure accuracy and reliability of your offsite secure data backups.

MANAGED ANTIVIRUS

We manage your antivirus protection too. We make sure every device has our endpoint agent installed, definition updates are installed, and system protected from threats such as Trojans, malware, and ransomware.

ADDITIONAL RECOMMENDATIONS

MANAGED PRINT SERVICES

As a multi equipment dealer for office equipment we employ technicians that can service all makes and models of print equipment. We offer unlimited print plans and cost per page plans.

TELECOM VOIP SOLUTIONS

Let Mavericks transition your business to a cost saving VoIP telephone service that gives your business a full featured PBX, new phones, analytics, and roaming apps for your mobile workers.

VULNERABILITY ASSESSMENTS

A vulnerability assessment is a comprehensive evaluation of cybersecurity weaknesses that exist in an information technology environment. The assessment will identify Common Vulnerabilities and Exposures (CVE) that could be easily exploited by a malicious attacker. In addition, the assessment will assign levels of criticality of severity to each vulnerability and will provide actionable remediation recommendations.

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TIMEFRAME

ACCOUNTABILITIES

Mavericks Office Solutions Inc. provides a team of expert consultants that matches Finance Department - Village of Highland Hills's priorities for growth and innovation and carries out the onboarding activities and services described above and outlined on the next page.

Finance Department - Village of Highland Hills:

- Assigns a leader within the organization to work with Mavericks Office Solutions Inc.
- Provides access to senior management as needed.
- Provides access to servers and computer systems as needed.
- Works collaboratively in a series of monthly and/or quarterly onsite or remote meetings to ensure consistent understandings of growth and change to your current network.

All in One Agreement Pricing

Monthly Recurring Cost

Mavericks Full Managed IT

Price \$105.00

Unlimited Remote Helpdesk, Unlimited Onsite Support, Windows Patch Management, 3rd Party Patch Management, Sophos ERD/XDR Endpoint Protections, Managed Network Security, Discovery and Vulnerability Management, Identity Access Management, Monthly Risk Reporting and Device Audits, Server and Desktop Image and File Level Backups

Quantity 28

Total **\$2,940.00**

VoIP Solutions - Mavericks UCaaS

Price \$0.00

Unlimited Calling - Voice Over IP, Cloud Based Full Featured PBX, Unlimited Onsite and Remote Support

Quantity 1

Total **\$0.00**

Printers & Copiers as a Service

Price \$0.00

Print as a Service - Unlimited Print, No overage Charges - Print as much as you need, Up to 5 Copiers / No Lease Required, Covers Parts Labor, Toner, Supplies and Service

Quantity 1

Total **\$0.00**

Section total **\$2,940.00**

One Time Cost

On-Boarding		Price \$2,000.00
Quantity 1		Total \$2,000.00
		Section total \$2,000.00
		Total \$4,940.00

Why Mavericks Office Solutions Inc.?

At Mavericks Office Solutions Inc., we appreciate the trust you put in us when you hand us the keys to your IT kingdom. We have earned that trust from hundreds of clients in dozens of industries, and we know we can earn it from you.

Our consultants and engineers are strategic thinkers with years of experience in both IT and business. We do our homework, and make sure we understand your business goals before working with you to set technology goals.

Our specialty is custom-made solutions for how you work, sell, and grow. We think this is important, because at the end of the day, IT is about people, not computers.

GENERAL MANAGED SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") is dated

CLIENT

Finance Department - Village of Highland Hills
3700 Northfield Rd.
Highland Hills, Ohio, 44122

MSP CONTRACTOR

Mavericks Office Solutions Inc.
7855 Division Dr.
Mentor, Ohio 44060

BACKGROUND

The Client is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Client. The Contractor is agreeable to providing such service to the Client on the terms and conditions set out in the Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):

1. Mavericks Managed IT Services include the following: unlimited onsite service calls, unlimited help desk service calls, unlimited remote service calls. Server Data Cloud back up. Managed Antivirus Service. Device hardware monitoring.
2. The services will also include any other tasks which the Parties may agree on. The contractor hereby agrees to provide such services to the client.

TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in effect for three calendar years ending on December 31, 2027. The Term may be automatically extended for a period of one year at a time unless we receive a termination notice as described below. A notice of termination must be in writing and be received no

later than sixty days prior to the end date of this agreement, otherwise the agreement will be auto renewed for one year.

A customer's early termination is subject to payment of all fees up to separation.

PERFORMANCE

4. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

5. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

6. The Contractor will charge the Client for the Services at the rate per month (the "Compensation"). The Contractor reserves the right to increase the agreement by no more than 5% per 12-month period but must provide any rate increases in writing no less than ninety (90) days prior to the effective date of the increase.

7. An on-boarding fee and the first months Compensation, is payable by the Client upon execution of this Agreement. If applicable.

8. For the remaining amount, the Client will pay Terms of NET30, on the invoice date, every month via check, ACH, or credit card, at client's discretion.

REIMBURSEMENT OF EXPENSES

10. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services.

11. All expenses must be pre-approved by the Client.

PENALTIES FOR LATE PAYMENT

12. Any past due payments will trigger a fee of 1.25% per month or \$25, whichever is greater, on the amount still owing. Client shall have up to 45 days to pay before an invoice is deemed late.

CONFIDENTIALITY

13. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered, to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

14. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

15. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

OWNERSHIP OF INTELLECTUAL PROPERTY

16. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Contractor. The Client is granted a non-exclusive limited-use license of this Intellectual Property.

17. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.

RETURN OF PROPERTY

18. Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/CONTRACTOR

19. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state, or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state, and federal taxes related to payments made to the Contractor under this Agreement.

NOTICE

20. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

a. Finance Department - Village of Highland Hills
3700 Northfield Rd.
Highland Hills, Ohio, 44122

b. Mavericks Office Solutions Inc.
7855 Division Dr.
Mentor, Ohio 44060

or to such other address as either party may from time to time notify the other and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

21. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, Mavericks agrees to indemnify and hold harmless The Village of Highland Hills, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

MODIFICATION OF AGREEMENT

22. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

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TIME OF THE ESSENCE

23. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

24. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

INSURANCE

25. Contractor will at all times during the Term and for a period of three (3) years after the expiration or termination of this agreement, at its own cost and expense, carry, maintain, and have in force, covering all matters, claims, and losses associated with this Agreement and the performance of the Services, the minimum insurance coverage limits set forth in Exhibit B, and Contractor will comply with all other requirements set forth in Exhibit B.

UNRESOLVED FINDING FOR RECOVERY

26. Ohio Revised Code Section 9.24 prohibits the award of a contract to any party against whom the Auditor of the State has issued a finding for recovery, if the finding for recovery is "unresolved" at the time of the award. By executing this contract, the Contractor warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under the Ohio Revised Section 9.24.

UPROHIBITED AFFILIATIONS; SUSPENSION AND DEBARMENT:

27. Contractor certifies, represents, and warrants that (a) none of the Contractor Parties is suspended and/or debarred from doing business with the state and/or federal government programs and (b) all Contractor Parties have been cleared of debarment from the following websites, prior to executing this contract and/or providing the services described herein to the Village:

*<http://www.sam.gov/>

*<http://oig.hhs.gov/fraud/exclusions.asp>

Contractor will check these websites on a monthly basis during the Term with regard to the Contractor Parties. If Contractor is notified of or otherwise becomes aware of a suspension and /or debarment during the Term, Contractor will notify the Village of such suspension and/or debarment as soon as practicable, but in no event later than five (5) days after Contractor becomes aware of such occurrence.

ENTIRE AGREEMENT

28. It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

29. This Agreement will ensure, to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLE/HEADINGS

30. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

31. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

32. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.

SERVERABILITY

33. In the event, any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

34. The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

SIGNATURE

Please read the contract on the previous pages to make sure you understand all the details involved with us working together. It is important to us that everything is transparent and understood from the beginning so that we lay a solid foundation for a great working relationship.

If you have any questions at all, please let us know. We are happy to clarify any points and there may be some items that we can sort out together. We are committed to finding the best way to work together.

Once you feel confident about everything and are ready to move forward, please sign the document below.

Once we receive notification of your acceptance, we will contact you shortly to sort out the next steps and get the onboarding rolling.

If you would like to speak to us by phone, please do not hesitate to call 440-305-5514.

I am confident about everything in this agreement and ready to move forward with the execution of this agreement.

Finance Department - Village of Highland Hills

Signature:
Michael L Booker
Mayor

Date:

Signature:
Cassandra Pride
Council President

Date:

Approved as to form,
Village of Highland Hills
Law Director

By:

Date:

Mavericks Office Solutions Inc.

Signature: __

Date: __

Title: President

