

RESOLUTION NO. 2023-07

A RESOLUTION TO AUTHORIZE THE FIRE CHIEF TO ENTER INTO A MASTER SERVICES AGREEMENT WITH ELITE COMPUTERS, INC. FOR IT SERVICES FOR THE MIAMI VALLEY FIRE DISTRICT.

WHEREAS, the City of Miamisburg, Ohio and Miami Township, Montgomery County, Ohio created the Miami Valley Fire District (the "District") consistent with Ohio Revised Code Section 505.371 via Joint Resolution, City Resolution No. 2786 and Township Resolution No. 121-2011; and

WHEREAS, the Miami Valley Fire District requires a reputable company to perform IT services for operational needs; and

WHEREAS, Elite Computers, Inc. provided a quote for monthly services to perform IT services for Miami Valley Fire District; and

WHEREAS, Elite Computers, Inc. provided a Master Services Agreement that is not binding and allows IT services to be performed monthly; and

WHEREAS, the Fire Chief recommends the Fire District enter into a Master Services Agreement with Elite Computers, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE MIAMI VALLEY FIRE DISTRICT BOARD OF TRUSTEES THAT:

Section 1.

The Fire Chief is authorized to enter into a Master Services Agreement with Elite Computers, Inc. to provide ongoing IT services for Miami Valley Fire District

Section 2.

This Board hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Ohio Revised Code Section 121.22.


Section 3.

This resolution shall be in full force and effect February 9, 2023 and shall supersede any prior resolution or act of this Board, which may be inconsistent or duplicative with the provisions of this resolution.

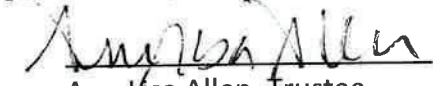
Adopted this 9<sup>th</sup> of February 2023.

  
\_\_\_\_\_  
John Stalder, President

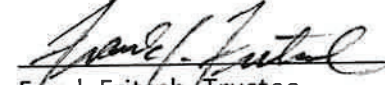
\_\_\_\_\_  
Yes/No

  
\_\_\_\_\_  
Terry Posey, Trustee

Yes/No

  
\_\_\_\_\_  
Ann-Lisa Allen, Trustee

Yes/No

  
\_\_\_\_\_  
Frank Fritsch, Trustee

Yes/No

  
\_\_\_\_\_  
Greg Bell, Trustee

Yes/No



# MASTER SERVICES AGREEMENT

**Client: Miami Valley Fire District**

**Service Addresses: 2710 Lyons Road Miamisburg, OH 45343**

**Term of Agreement: MONTHLY** commencing on the **1st of FEB, 2023** ("Start Date").

**Scope of Included Services:** See Exhibits and Addendums

**Monthly Base Rate:** See Exhibits for a detailed breakdown. Rates will change at the beginning of the month following the addition of any components within Exhibits or other addendums. **\$75.00 Per Agent Per Month**

**1. Engagement:** Client hereby engages **Elite Computers Inc...** ("Company") for the initial term set forth above, to provide services in support of Client's computer, electronic and information technology systems ("IT Services") located at the Service Addresses identified above. Upon expiration of the initial term, and upon expiration of each successive term, this Agreement shall be automatically renewed and extended for an additional term equal to the original unless one of the parties hereto serves notice upon the other of intent not to renew the Agreement at least thirty days prior to the renewal date.

**2. Scope of Included Services:** Company will perform IT Services to support employee efficiencies and client revenue producing activities as required, during the term of this Agreement, during business hours. Work completed outside of normal or after business hours is billed at Emergency rates, See Exhibits. An Emergency is any IT service related issue that affects 3 or more people within the Client's organization, or affects a revenue producing activity within the business. Client will be provided the opportunity to postpone Emergency work to fall within normal or after hours to avoid additional charges. Company will decide whether to perform IT Services at the Service Address or off-site. Client agrees not to make unreasonable requests for services. See Exhibits.

**3. Pricing, Additional Services:** The Monthly Base Rate set forth below covers the cost of IT Services coming within the Scope of Included Services in addition to addendums, if any, to this document. Charges for additional services such as "Project Type" work, requested or required by Client will be determined by agreement of the parties or, in the absence of agreement, will be charged at Company's standard rates in effect at the time service is provided or adjustments to standard rates if defined in Exhibits. The Base Rate does not include the cost of any hardware, software, equipment, 3<sup>rd</sup> party services, or supplies or any out-of-pocket expenses incurred by Company unless specifically identified as included in the Exhibits or in an addendum.

**4. Payment, Suspension or Termination of Services:** Payment of the Monthly Base Rate is due on the last day of each month during the term of this Agreement and shall be considered delinquent if unpaid within ten (10) days of the due date. Client shall pay invoices for any additional amounts due to Company within thirty (30) days after receipt. Company shall have the right to; suspend the performance of IT Services, or to terminate this Agreement, if Client fails to make payment within the time permitted for doing so under this



Agreement. Client shall have the right to, at their discretion, terminate this Agreement in the event that Company fails to meet the Required Performance Standard established by the Service Guarantee described in Exhibits and above Scope of Included Services; provided, however, that Client shall not terminate this Agreement pursuant to this provision without first giving Company written notice of deficiencies in performance and a reasonable opportunity (not less than 30 days) to meet and maintain the Required Performance Standard.

**5. Price Adjustments:** Monthly base rate is billed on a per agent per monthly basis. Automatic adjustment of the billable amount will be based upon agent counts which are defined as the number of software agents that the company is running as of the first of the month. Company shall have the right to propose an adjustment to the Monthly Base Rate, as provided in Exhibits, in the event of equipment purchases, substantial changes in the demand for IT Services initiated by Client, material increases in costs to Company, or if Client's demand for IT Services during the term of this Agreement should exceed the Adjustment Threshold, See Exhibits. When an adjustment occurs, an addendum detailing the change will be signed by both parties and attached to this contract.

**6. Tangible Property Rights:** Authorization to use any software or hardware provided by Company to the Client provides a personal, non-exclusive, limited, non-transferable and temporary license. All rights are reserved. The Client may not re-publish, transmit, distribute, sell, lease, sublet or make any unauthorized use of Company property. Modification of such materials or the use of such materials for any purpose not authorized by Company is prohibited. Client agrees to act in good faith and maintain in good physical and working order any hardware, software or other tangible items belonging to Company that are installed, lent to, leased to, or for any other reason in possession by Client or Client personnel. In the event of damage, theft, modification, defacing, loss of, or any other acts considered beyond what would be considered "normal wear" the Client will be responsible reimbursing Company for repair and/or replacement of such material in an amount determined by Company to be "fair market value" and will be due immediately at any time requested by Company.

**7. Ownership of Work Product:** Any work of authorship fixed in any tangible medium that is the subject matter of a copyright or potential application for registration therefore (including, but not limited to, object code and source code), (b) unpatented inventions, including but not limited to, physical parts or components, processes, techniques, programs or methods, (c) non-trademarked or non-service-marked distinctive symbols, pictures or words, (d) hardware or software provided by Company for use by Client (e) trade secrets, or (f) any other copyrightable, patentable and/or trademarkable intellectual property rights, whatsoever, associated with any ideas, symbols, marks, phrases, writings, drawings, inventions, machines, designs, concepts, techniques, methods, know-how, processes or works of authorship developed or created by: (i) Company and/or Company Personnel; and/or (ii) through collaborative efforts of Company (including Company Personnel) and Client and/or any director, officer, shareholder, member, manager, employee, agent, independent contractor or representative of Client ("Client Personnel") during the term of this Agreement (collectively, the "Work Product") shall belong to Company; provided that Client shall retain a perpetual, non-exclusive, royalty-free license to use the Work Product in its day to day business operations so long as Client does not disclose, sell or assign, in any capacity, its rights in said Work Product, to any third party (including Company Personnel and Client



Personnel) without the express, written consent of Company, which consent may be withheld. Upon request of Company, Client shall, if necessary, take such actions, and shall cause Client Personnel to take such actions, including execution and delivery of any and all instruments of conveyance, necessary to grant title in and to the Work Product to and in the name of Company.

**8. Non-Diversion:** Client agrees that during the term of this Agreement and for a period of five years following the termination of this Agreement, Client will not recruit or hire any employee, agent, representative or subcontractor of the Company ("Company Personnel"), nor will Client directly or indirectly contact or communicate with Company Personnel for the purpose of soliciting or inducing such Company Personnel (a) to accept employment with, or perform work for any person, firm, or entity other than Company; or (b) to provide services to Client or any other person, firm or entity except as an employee or representative of the Company. Client agrees that, in the event of a breach or threatened breach of this provision, in addition to any remedies at law, Company, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy which may then be available.

**9. Disclaimer of Warranties:** To the fullest extent permitted by law, Company disclaims all warranties, express, implied or statutory, including, but not limited to, implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose. Company does not warrant that use of software, hardware, services or any other products furnished by Company will be uninterrupted, error-free, or secure, that defects will be corrected, or that products or the server(s) to which access is provided are free of viruses or other harmful components.

**10. Limitation of Liability:** In no event shall Company be liable to the Client or any other party for any special, exemplary, incidental, consequential, or direct damages, including but not limited to lost profits, whether arising out of contract, tort, strict liability or otherwise. In no way is Company responsible for any damages to the Client or any other party including but not limited to lost profits due to; data loss, the unavailability of or malfunctioning of any equipment, software, or service, whether provided by Company or any party representing Company or otherwise. Company shall not be liable to Client for any failure or delay caused by events beyond Company's reasonable control, including, without limitation, Client's failure to furnish necessary information, sabotage, failures, theft or delays in transportation or communication, failures or substitutions of equipment, labor disputes, accidents, shortages of labor, fuel, raw materials, equipment, technical failures, accessibility to work site, acts of God, or any other reason.

**11. Actions:** No action, regardless of form (including in contract, tort or otherwise), arising in connection with the performance of this Agreement may be brought by either party more than one (1) year after the date of the occurrence on which the action is based.

**12. Good Faith:** The parties hereto expressly assume an obligation to act in good faith toward one another in the performance of their obligations under this Agreement

**13. Access:** Client agrees to maintain, where required, a full time, dedicated Internet connection and to allow the Company access to the Client's network via that Internet connection. Client agrees to allow the Company employees or subcontractors access to its





facilities in order to perform services under this Agreement. Client agrees to allow the Company access to the covered equipment. Facility access may be denied for any reason at any time, however if access to facilities is denied, the Client understands the Company may be unable to perform their duties adequately and if such a situation should exist, the Company will be held harmless. In the case of the Client residing in a facility with access controlled by a third party, the Client is responsible for obtaining proper and adequate permissions for the Company to enter and operate on the premises designated as the Client's work area. Client agrees to allow the Company to load any necessary management software on their systems. Client agrees to furnish the Company with Administrator-level password access for all covered equipment and servers, where necessary. The Company agrees not to prevent Client from accessing any equipment owned by the Client or Company.

**14. Limitations of Technology:** The Client acknowledges that technologies are not universally compatible, and that there may be particular services or devices that the Company may be unable to monitor, manage, or patch. The Company agrees to inform the Client when such a situation arises. The Client agrees to correct the situation if applicable, and to hold the Company harmless in any case. Patches and antivirus definitions are distributed by their respective software vendors, and as such, the Company has no direct control over the effectiveness or lack thereof of the software being applied. The Company shall not be held responsible for interruptions in service due to patches released by software vendors.

**15. Authority:** Client signatory represents and warrants that it has full corporate power and authority to execute this Agreement to bind their company. Only individuals with title of Chief Executive, Chief Financial Officer, Owner or any person designated by any of those individuals shall have power and authority to bind Client.

**16. Successors, Transferability:** The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise, and whether or not the corporate existence of the Company continues) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. As used in this Agreement, "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which assumes and agrees to perform this Agreement by operation of law, or otherwise and, in the case of an acquisition of the Company in which the corporate existence of the Company continues, the ultimate parent company following such acquisition. Subject to the foregoing, the Company may transfer and assign this Agreement and the Company's rights and obligations hereunder to another entity that is substantially comparable to the Company in its financial strength and ability to perform the Company's obligations under this Agreement.

**17. Miscellaneous:** This instrument, with attached exhibits, contains the entire agreement of the parties and supersedes any previous agreement on the same subject matter between them. No amendments or variations of the terms and conditions of this agreement shall be valid unless the same are in writing and signed by all parties hereto. Company is an independent contractor and nothing herein shall be construed as inconsistent with that relationship or status. If any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity,



illegality or unenforceability shall not affect the other provisions hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein. The headings contained herein are for convenience of reference only, and are not to be used in interpreting this agreement. This agreement shall be construed and enforced pursuant to the laws of the State of Ohio. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document. Monthly Service Agreement lends control authority to Technology Solutions for IT policies and changes.

## **Exhibit A**



What We Cover, EVERYTHING! (Computers + Users at least)  
Computers + Users = Issues  
Sample List Below...

General	Included
Warranty Status	Included
Hardware & Software Details	Included
Authorized Software	Included
Network Mapping	Included
Network Coverage	
Firewall & Wireless Access Device Management	Included
Network Connections	Included
Installation of New User Profiles	Included
Email Setup on Smart Phones	Included
Network Device Backups	Included
Printer Management	Included
Help Desk Support (Remote and On-Site)	
During Hours Remote Support (8:00am – 5:00pm Mon – Fri non-holidays)	Included
After Hours Remote Support (5:00pm – 9:00pm Mon – Fri non-holidays)	Included
During Hours On-Site Support (8:00am – 5:00pm Mon – Fri non-holidays)	Included
After Hours On-Site Support (5:00pm – 9:00pm Mon – Fri non-holidays)	Included
Emergency Hours Remote Support (Billed as needed at \$250 per hour)	Included
Emergency Hours On-Site Support ( Billed as needed at \$250 per hour)	Included





## Exhibit A

What Is Included For Workstations, **EVERYTHING**, JUST MAKE THEM WORK!  
Sample List below...

Workstation Services	Premier Services
<ul style="list-style-type: none"><li>• Security<ul style="list-style-type: none"><li>○ Blacklisted Software</li><li>○ Antivirus (EDR) Software Definitions – For purchased AV products</li><li>○ Expired Passwords Monitoring</li><li>○ Blacklisted Event Detection</li><li>○ Windows Patch Management</li><li>○ Support Software Updates (Adobe Reader, Microsoft Office, etc....)</li><li>○ Hardware Tampering Detection</li></ul></li></ul>	Included
<ul style="list-style-type: none"><li>• Performance<ul style="list-style-type: none"><li>○ Hard Drive File Fragmentation</li><li>○ Hard Drive MFT Fragmentation</li><li>○ Low Memory Detection</li><li>○ High CPU Usage Detection</li><li>○ Startup/Background Processes</li><li>○ Unauthorized Software Removal</li></ul></li></ul>	Included
<ul style="list-style-type: none"><li>• Proactive Reliability<ul style="list-style-type: none"><li>○ Hard Drive Error Monitoring</li><li>○ Hard Drive SMART Stats Monitoring</li><li>○ Hard Drive Free Space</li><li>○ Hardware/Software Raid Failure Monitoring</li><li>○ Windows File Corruption</li><li>○ Bad Process Detection</li></ul></li></ul>	Included



## Exhibit A

What Is Included For Servers, EVERYTHING! SERVERS NEED TO WORK TOO!  
Sample List below...

Server Monitoring & Administration	Premier Services
<ul style="list-style-type: none"><li>• Security<ul style="list-style-type: none"><li>○ Blacklisted Software</li><li>○ Antivirus Software Definitions – For purchased AV so</li><li>○ Expired Passwords Monitoring</li><li>○ Blacklisted Event Detection</li><li>○ Windows Patch Management</li><li>○ Support Software Updates</li><li>○ Hardware Tampering Detection</li></ul></li></ul>	Included
<ul style="list-style-type: none"><li>• Performance<ul style="list-style-type: none"><li>○ Hard Drive File Fragmentation</li><li>○ Hard Drive MFT Fragmentation</li><li>○ Low Memory Detection</li><li>○ High CPU Usage Detection</li><li>○ Startup/Background Processes</li><li>○ Unauthorized Software Removal</li></ul></li></ul>	Included
<ul style="list-style-type: none"><li>• Proactive Reliability<ul style="list-style-type: none"><li>○ Hard Drive Error Monitoring</li><li>○ Hard Drive SMART Stats Monitoring</li><li>○ Hard Drive Free Space</li><li>○ Hardware/Software Raid Failure Monitoring</li><li>○ Windows File Corruption</li><li>○ Bad Process Detection</li><li>○ SQL Database Availability</li></ul></li></ul>	Included
<ul style="list-style-type: none"><li>• Administration<ul style="list-style-type: none"><li>○ Exchange Updates</li><li>○ User Updates (Removal/Addition)</li><li>○ Active Directory</li></ul></li></ul>	Included



## Exhibit A

### What Is Included For IaaS (Infrastructure as a Service)

IaaS - Includes all hardware purchases and configuration in perpetuity for \*Infrastructure (Infrastructure as a Service,)

\*Infrastructure is defined as any hardware that needs to be in place and functional to facilitate the function of end user hardware or needs, specifically servers, phone systems, routers, firewalls, or switches. Software is not assumed to be considered as IaaS, and the presumption is that this agreement is to support the known environment in place at the time this agreement was signed. It is the intent of all discussions regarding this and future agreements that they be handled in a manner consistent with the desire to continue the business relationship to the mutual benefit of Technology Solutions and the Client. Additions to the hardware environment will increase the IaaS billed monthly amount and will be proposed to the client prior to purchase and installation.



## Exhibit B

### What Is Not Included, Ugh, really? Why not! 😞

Client agrees that the following is not included as covered in this agreement. This page is for reference only.

**“Project / Integration Work”** Defined as any service designated to add or increase functionality or capacity; in other words, any work that is not designed to support existing systems, revenue producing activities, or persons. Projects are outside the scope of this agreement and as such will be quoted and invoiced separately. Project / Integration work will be identified to The Client as such before any work is performed. *Most of the time, we will exercise our right to NOT CHARGE YOU if you have been a super reasonable client, because we want to celebrate with you on the growth of your business, and we will move you to that AWSOME NEW OFFICE without charging extra. Except for cabling, cabling is hard; we will quote that for you.*

**“Line of Business Applications”** Defined as applications such as custom accounting packages, CRM software, ERP software, etc. that are not specifically mentioned herein fall outside the normal purview of this Agreement. Reasonable attempts will be made to correct connectivity issues to such applications; however problems specific to the application configuration or network problems caused by the applications are excluded.

**“Hardware Replacement Cost”** Defined as the equipment cost associated with hardware replacement that falls outside of this agreement. Hardware replacement can take the form of warranty, extended warranty, manufacturer’s support contract, on-site spares, or purchases as needed. Hardware replacement options will be discussed as part of the Audit deliverables to be sure an appropriate hardware strategy exists for all critical equipment. *ALL labor for replacing failed hardware IS COVERED under the agreement, we just need to understand that you have to pay for the cost of the equipment, and then we cover the installation and configuration!*

**“Cabling”** Defined as the cost associated with running cables to or from devices for the purposes of resolving connectivity to areas not currently serviced by a physical cable. Reasonable attempts will be made to correct connectivity issues to new or existing devices. Cabling projects are outside the scope of this agreement and as such will be quoted and invoiced separately. Any cabling work will be identified and agreed upon by the Client before any work is performed.

*Oh, I guess that make sense, i’ll allow it 😊*



## Exhibit C

**Service Guarantee, We Guarantee that bad stuff will happen, but we will be there to fix it... Really Quickly, I PROMISE!**

Company will provide all customary, scheduled, and routine services required under this Agreement in a reasonably prompt and timely manner. In addition, Company shall meet or exceed the following requirements in responding to specific requests for service:

Trouble	Priority	Response Time	Resolution Time	Escalation Threshold
<b>Critical Emergency</b> – During business hours (Service not available to all users and functions unavailable).	1	Within 1 hr	ASAP –Best Effort	2 hours
<b>Urgent</b> – During business hours (large number of users or business critical functions affected)	2	24 Hrs	ASAP –Best Effort	8 hours
<b>High</b> – During business hours (Limited degradation of service, limited number of users or functions affected, business process can continue)	3	Within 24 business hours	ASAP –Best Effort	48 hours
<b>Normal</b> – During business hours (Small service degradation, business process can continue, one user affected)	4	Within 48 business hours	ASAP –Best Effort	96 hours
<b>Low Priority</b> – During business hours (Maintenance needed, no noticeable degradation to any users)	5	Next Time	Not Applicable	Not Applicable

Value Added Items*	Premier Services
Virus Free Network	Included
99.99% Up-Time (See Definition Below)	Included
Guarantee Against Duplicated Billing	Included
99.99% Up-Time on Internal Email Systems	Included
Guarantee That Remote Access Systems Always Work	Included
Guarantee Satisfaction	Included
Guarantee Against Firewall Intrusion	Included

### Disclaimer

\* “Value Added Items” Company does not guarantee that these things will not happen. Company does guarantee that if these things do happen, you’ll never have to pay to remediate the issue when the cause is due to a failure on the Company’s part to prevent the problem.





# Exhibit D

Pricing Agreement, it costs how much?

SUPPORT AGREEMENT / BILLING INFORMATION			
<b>Contract Date:</b>	02/1/2023	<b>Bill To:</b>	MVFD
<b>Customer:</b>	Miami Valley Fire District	<b>Billing email:</b>	brandon.barnett@miamivalleyfiredistrict.org
<b>Primary Contact:</b>	Brandon Barnett	<b>Phone</b>	937-560-2114
<b>Effective Date:</b>	2/1/2023	<b>Payment Terms:</b>	Net 30
<b>Renewal Date:</b>	N/A	<b>Billing Cycle:</b>	Monthly
<b>Contract Length:</b>	Monthly	<b>Monthly Billing Amount:</b>	27 Agents @ \$75 EA
<b>Account Mgr:</b>	Doug Ruedisueli	<b>New Contract / Add on:</b>	New Contract
<b>Contract Type:</b>	Monthly		

COVERED IN THIS AGREEMNT	Qty
Laptop (Monitoring Capabilities Dependent on Connections to Internet)	Included
Client's Primary Office Network	Included
Client's Servers	Included
Monitoring of Desktops Included	Included
User Supported @ \$75.00 Per Agent	

SUPPORT COVERED	Costs
Remote PC Management/Help Desk (8am-9pm M-F)	0
Remote Network Management (8am-9pm M-F)	0
Remote Server Management (8am-9pm M-F)	0
24x7x365 Network Monitoring	0
Lab Labor (8am-5pm M-F)	0
Vendor Management (8am-5pm M-F)	0
Off-Site Secure Backups	\$TBD
On-Site Support (8am-5pm M-F)	0
Emergency Support	\$200 per hour
Misc. Notes:	

Oh, ok... that's not too bad, when can we start?



So, there is just this one thing, can we like kind of add it... just this once?  
Pretty Please..?

Customizations to this document:

**MSP NAME**

**CLIENT\_NAME**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

This document is not valid until approved by a Company executive below. Authorized By: (Must be an Company Executive not Sales personnel)