

ORDINANCE NO.	<u>2026-17</u>	FIRST READING	<u>February 17, 2026</u>
		SECOND READING	<u>Waived</u>
INTRODUCED BY:	<u>Chris Berger</u>	THIRD READING	<u>Waived</u>

ORDINANCE APPROVING THE PROPOSAL WITH TERMS AND CONDITIONS FROM BUSINESS COMMUNICATION SPECIALISTS FOR THE PHONE SYSTEM FOR THE VILLAGE OF SOUTH RUSSELL IN THE AMOUNT OF \$16,650.50, AUTHORIZING THE POLICE CHIEF TO THE PROPOSAL WITH THE TERMS AND CONDITIONS ON BEHALF OF THE VILLAGE, AND DECLARING AN EMERGENCY.

WHEREAS, Council desires to purchase a new phone system for the Village of South Russell;

WHEREAS, Business Communications Specialists is the business of providing phone systems and has provided Council with a proposal with terms and conditions for the purchase of such phone system (“Proposal”); and

WHEREAS, Council desires to approve the aforementioned Proposal from Business Communications Specialists.

NOW THEREFORE, BE IT ORDAINED by the Council of the Village of South Russell, Geauga County, Ohio, that:

SECTION 1: The Proposal from Business Communications Specialists for the purchase of a new phone system for the Village of South Russell in the amount of \$16,650.50, which Proposal is attached hereto and incorporated herein by reference as **Attachment 1**, is hereby approved.

SECTION 2: The Police Chief is hereby authorized to execute the Proposal on behalf of the Village.

SECTION 3: It is hereby 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 this Council, and that all deliberations of this Council and any of its committees on or after December 2, 1975, that resulted in 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 declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of the inhabitants of the Village and for the further reason to enable the Village to implement the new phone system as soon as possible; wherefore, provided it receives the affirmative vote of at least two-thirds (2/3) of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council.

William H. Kone
Mayor – Presiding Officer

ATTEST:

Daniele Romkowski
Fiscal Officer

I certify that Ordinance No. 2026-17 was duly enacted on the 17 day of FEBRUARY, 2026, by the Council of the Village of South Russell, and published in accordance with the Codified Ordinances of the Village.

Daniele Romkowski
Fiscal Officer



162 Main Street, Wadsworth, OH 44281
 P: 330.335.7276 • F: 330.335.7275
 www.bcsip.com

QUOTE

Number AAAQ21632-01
Date Jan 16, 2026

Sold To	Ship To	Your Sales Rep
Village of South Russell Mike Rizzo 5205 Chillicothe Rd Chagrin Falls, OH 44022 United States Phone (440) 338-6700 Fax	Village of South Russell Mike Rizzo 5205 Chillicothe Rd Chagrin Falls, OH 44022 United States Phone (440) 338-6700 Fax	Doug Demiter 330-335-7276 dougd@bcsip.com

Qty	Description	Unit Price	Ext. Price
1	MX-SE II	\$1,642.50	\$1,642.50
1	ZT1/E1 for MX-SE/MX-E	\$592.50	\$592.50
2	MG2/S Gateway With 2 FXS Ports	\$127.43	\$254.86
24	Premium User	\$142.50	\$3,420.00
1	10-Call recording session	\$787.50	\$787.50
22	Z 23GE Phone	\$148.43	\$3,265.46
2	ZIP 47GE Phone	\$263.93	\$527.86
1	5 Years Zultys Manufacturer Support - Includes Software Assurance and System Hardware Warranty with annual payments of \$1,395.00.	\$1,395.60	\$1,395.60
1	Installation and Configuration	\$3,840.00	\$3,840.00
5	Admin and End User Training	\$160.00	\$800.00
1	Shipping via FedEx Ground	\$124.22	\$124.22

PEPPM Contract #535122-208

This quote has been created based on the facts as Business Communication Specialists knows them regarding the environment being quoted at the time of the quote. The Client agrees to be responsible for the cost of any additional hardware, software, licenses and labor that are a result of a client change request to this quote.

Due to the rapidly changing nature of the computer and IT industry, quotes are guaranteed for 30 days.

See Standard Terms and Conditions for Payment Terms

SubTotal	\$16,650.50
Tax	\$0.00
Shipping	\$0.00
Total	\$16,650.50

Signature of Acceptance

Print Name: Michael Rizzo

Date: 2/19/2026

Signature: [Handwritten Signature]

Signatory has authority to execute the contract and hereby acknowledges and agrees that the terms and conditions contained within this Quote and Standard Terms and Conditions provided herewith, shall apply to all Customer-executed PO's. The parties agree that facsimile signatures shall be as effective as originals.

Village of South Russell Terms and Conditions

Thank you for considering Business Communication Specialists (BCS) for your Voice Technology needs. The following are the specific terms of this proposal, with the responsibilities of each party noted. Any of the following terms or conditions that are addressed on this Standard Terms and Conditions will be superseded by the details as specified on the face of the proposal.

Payment Terms

1. Hardware and Software: 75% of quote paid upon signing of the proposal, with the final 25% due upon completion of implementation.
2. Mitel Support Renewals:
 - a. Hardware and software can usually be implemented within 10-14 working days after receipt of payment and signed proposal. BCS is not responsible for vendor delivery delays and out of stock items. BCS is not affiliated with or responsible for delays or mishandling of local or long distance services from the Client's preferred service provider(s).
 - b. All returned items are subject to up to a 25% restocking fee plus "as used" service time cost, with the exception of licenses and support and maintenance costs, which are non-refundable and non-returnable.
3. Fixed Price Service Projects: 50% of quote paid upon signing the proposal, remaining amount billed upon completion of installation, payable under BCS's standard terms of Net 20 days. A fixed price project is any project that does not have a hours estimate included in the quote.
4. Time and Materials Projects: 50% of quote paid upon signing the proposal, remaining amount billed on a weekly basis as cost is incurred, payable under BCS's standard terms of Net 20 days. An estimate with a quoted labor amount is when there is a line item that includes an estimate of hours. Service time is estimated based upon our experience and may exceed or be less than quoted.

Rescheduling Fee

BCS reserves the right to charge a rescheduling fee for scheduled implementations that are postponed by the customer on short notice. If the rescheduling occurs within 7 days of the scheduled time, the fee is \$1,000. If the rescheduling occurs between 8-14 days of the scheduled time, the fee is \$500.

Warranty & Additional Notes

BCS sells only the highest quality of products. All items sold do not have a BCS warranty. Only the manufacturer's warranty will apply. Labor required to facilitate obtaining the warranty replacement will be invoiced according to current standard rates. *Keep all original boxes for the length of warranty per each manufacturer's user manual. BCS is not responsible to refund warranty items without the original box and all accessories. BCS disclaims any and all warranties, express or implied, including but not limited to all warranties of merchantability and fitness for use for a particular purpose with respect to any and all goods/services that are the subject of this contract.*

Business Communication Specialists, as an installer of Multi Line Telephone Systems (MLTS), is not responsible for client's compliance with Federal, State, and Local laws that relate to Kari's Law, Ray Baum Act, or any other legislation that pertains to the MLTS and its usage.

Technical Support

Additional customer support is provided in a variety of ways depending on the nature of the need. This includes personal assistance over the telephone, on-site visits, remote connection to the users system through telecommunication software, fax back communication and by written documentation. This support is invoiced weekly in 15-minute increments using the applicable rate schedule, with a minimum of one hour for onsite visits. When incidental expense, including, but not limited to, travel, lodging, meals, etc., is incurred for the additional support, customer agrees to reimburse all reasonable costs.

License Agreement

All licenses are a one-time fee with no recurring charges for use of the software as purchased and supplied.

Limit of Remedy:

BCS's entire liability is limited to the amount paid by the customer under the terms of this Agreement and customer hereby waives any and all rights to consequential and/or punitive damages. This contract shall be construed in accordance with the laws of the State of Ohio without resort to conflict of laws principles. In the event that a claim/dispute arises between the parties with respect to this contract, at the request of either party, the same shall be submitted to arbitration to take place in Medina County, Ohio, by the American Arbitration Association (AAA), Commercial Division. Any decision rendered by the AAA shall be binding upon the parties hereto and enforcement thereof may be entered in any court of competent jurisdiction.

Mitel Support Agreements

Mitel Support Agreements are an agreement between the customer and Mitel. All labor completed by BCS is not covered by the Mitel Support Agreement. The Mitel Support Agreement covers the following items:

1. Covered defective equipment is replaced next day
2. Software upgrades are included (labor to install upgrades is not included)
3. Mitel Support Agreement allows BCS to engage Mitel Technical Support (TAC) on behalf of the customer