

RESOLUTION 2023-15

RESOLUTION APPROVING A PARK & RECREATION MANAGEMENT SOFTWARE-AS-A-SERVICE (SAAS) AGREEMENT WITH RECDESK LLC.

WHEREAS, the City of West Branch, Iowa desires to utilize the RecDesk LLC software for Parks & Recreation registrations and other recreational activities; and

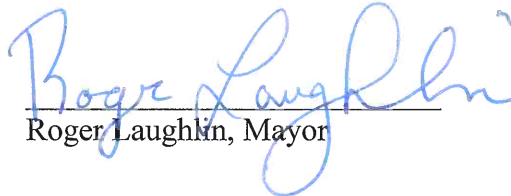
WHEREAS, RecDesk LLC software services (See Exhibit A) will meet the needs of the Parks & Recreation Department with program and activity management, online registration, facility scheduling and payment collection services; and

WHEREAS, the City of West Branch will pay a base subscription fee to RecDesk in the amount of five thousand eight hundred dollars (\$5800.00) per year; and

WHEREAS, the agreement term is one-year and can be renewed each year which includes online training for staff, unlimited workstation licenses, and optional data and financial system integration services at an additional cost of one thousand two hundred dollars for each service.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the aforementioned agreement with RecDesk LLC is hereby approved.

Passed and approved this 21st day of February, 2023.



Roger Laughlin, Mayor

ATTEST:



Leslie Brick, City Clerk

Exhibit "A" - Services Provided

Services provided by RecDesk to the Customer under this agreement include the following:

Access to RecDesk Director and RecDesk Community (the Software) – RecDesk grants non-exclusive license during the term of this contract for the Customer and “customers” of the Customer access to the Software.

Customer employees will have access to RecDesk Director as well as administrative access to the RecDesk Community portal. Community Members (the “Public”) will only have access to the RecDesk Community portal. Access to both RecDesk Director and RecDesk Community is via the public internet through a web browser and there are no restrictions as to how many Customer employees or community members can access the system.

RecDesk Director is Id and Password protected with Customer having control over who currently has access and what their Role is. RecDesk Community is not password protected (for viewing) but community members will have to set up a household account to register for programs.

Customer access includes, but is not limited to, the following core RecDesk features: *Program & Activity Management, Online Registration, Master Calendar, Facility Scheduling, Full Web Site (Community CMS), Online Reservations, Membership Management, Facility Check-ins, League Management and Reporting.*

Availability – RecDesk provides 24 x 7 access to the system with a guaranteed up time of 99%. For larger system upgrades or platform maintenance there may be planned down time. This is usually scheduled in the early AM hours on weekends and reasonable advanced notice is given.

Customer Support – RecDesk provides phone support from 8AM-5PM EST at 1-860-467-4325. This is included as part of this agreement and there is no additional cost. We also provide for email support 24 x 7 at support@recdesk.com. The system itself is monitored 24 x 7. Any service interruptions trigger alerts and are dealt with immediately.

Online Help and self-service documentation is available at <http://help.recdesk.com>

Credit Card Processing and Merchant Services – RecDesk will integrate with Customer’s preferred merchant account provider at no cost to the Customer via a RecDesk supported payment gateway. The Customer maintains a separate agreement with merchant and gateway provider and is responsible for any fees or transaction costs therein incurred.

Data Backups – RecDesk (via partner Amazon Web Services – AWS) performs full-backups on both the database and Customer portal data daily. Additionally, incremental database log backups are made throughout the course of the day. Our network infrastructure includes dedicated virtual servers located in AWS's northern VA facility.

Exporting of Data – If the Customer no longer wishes to utilize the services of RecDesk, their data can be exported into a CSV format. The cost for doing so is \$125 per hour and an estimate would be provided and agreed upon before commencement of extract.

Privacy Statement - The following discloses the information gathering and dissemination practices for the services offered by RecDesk LLC (the "Services") and for this Website. RecDesk LLC reserves the right to amend this Privacy Statement at any time with or without notice. Only the current Privacy Statement is deemed effective, so please review this Privacy Statement periodically.

RecDesk LLC has created this Privacy Statement in order to demonstrate our firm commitment to safeguarding the privacy of our Subscribing Organization, their Members and our Website visitors. Our Privacy Rules summarize this commitment.

1. We do not reveal any personally identifiable information that we collect about you, your use of the Services or any information that you post on your Site to anyone else.
2. Unless you choose otherwise, RecDesk LLC shares information about you only on a basis that does not personally identify you, your Organization or your Members.
3. We use industry-standard technology and other means to keep your information as secure as possible.
4. Your organization owns the data. We just act as the caretaker for it. RecDesk does not share or sell any personally identifiable information about your organization or its members

**PARKS & RECREATION MANAGEMENT SOFTWARE-AS-A-SERVICE (SaaS)
AGREEMENT BETWEEN WEST BRANCH, IA AND RECDESK LLC**

This PARKS & RECREATION MANAGEMENT SOFTWARE-AS-A-SERVICE (SaaS) AGREEMENT ("Agreement") is made as of this 3rd day of February, 2023 by and between RecDesk LLC., a Connecticut LLC ("RecDesk"), whose address is 300 Plaza Middlesex, Middletown CT 06457, and WEST BRANCH, IA ("Customer").

1. **Engagement.** Customer engages RecDesk to perform the services as specified in Exhibit "A" - Services Provided (the "Services Provided").

2. **Agreement Term.** The initial term of this agreement will be 4/1/2023 - 3/31/2024. This Agreement will terminate and without further obligation on the part of the Customer on 3/31/2024. This Agreement may be renewed by Customer for additional one-year terms with each term beginning on 04/01 and terminating on 03/31 of the following calendar year.

Customer and RecDesk hereby agree that this Agreement is terminable at will upon written notice by either party. Termination will be in written-form allowing 30-day notice. The parties agree to continue performance under the Agreement until the effective date of termination unless the parties mutually agree to an earlier termination date. Upon termination of this Agreement, the parties shall have no further liability or obligation except as explicitly provided hereunder as surviving termination of the Agreement.

3. **Fees and Payment.**

a. **Base Subscription Fee.** Customer agrees to pay RecDesk a base subscription fee of **\$5800** per year. This fee is payable at beginning of new annual term and based on estimated system utilization numbers (*i.e. Program Registrations, Reservations, Memberships, POS Transactions*) provided by The Customer in March 2022 (see attached *RecDesk Data Use Questionnaire*).

b. **Variable Transaction Fee.** The base subscription fee in (a) above covers the first \$500K worth of transactions processed through RecDesk in a given subscription year. Transactions processed through the system in excess of \$500K in a given subscription year will be assessed a .75% transaction fee. These variable transaction fees, if applicable, will be billed and payable on a quarterly basis (or on other mutually agreed upon period). If the Customer does not process more than \$500K through RecDesk in a given subscription year, the Variable Transaction Fee does not apply.

c. **Training.**

1. **Trainer-Led Online Training** - \$0 (Included)

2. Onsite Training (Optional) - \$1000/day plus \$50 per diem plus all travel and lodging expenses
3. Subsequent Annual Term Refresher Training (Online Only) – First three (3) hours per year are free then \$100 per hour thereafter

d. Data Migration and Financial System Integration (optional).

1. Migration of Customer Data to RecDesk – one-time \$1200 fee
2. Custom Financial System Extract – one-time \$1200 fee
3. GIS Address Import for Residency – one time \$1200 fee

e. Other Fees

1. Customer Support - \$0 (Included)
2. Additional Workstation Licenses - \$0 (Unlimited)
3. Software Upgrades – Automatic - \$0 (Included)
4. Initial RecDesk Community portal configuration - \$0 (Included)
5. Subsequent Community Portal Redesign/Refresh - \$0 - Every 3 years (includes - first three (3) hours -\$125 for each additional hour thereafter)

4. **Indemnification and Hold Harmless.** RecDesk agrees to defend, indemnify and hold harmless Customer, its officers, employees, representatives, and agents from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by Customer or others, in any way arising out of RecDesk's breach of the Agreement or out of services and operations performed hereunder by RecDesk, including Customer 's reliance on or use of the services or products provided by RecDesk under the terms of this Agreement. RecDesk shall not be liable for any loss or damage attributable solely to the negligence of Customer.

5. **No Agency Relationship.** This Agreement shall establish no agency relationship with RecDesk and RecDesk shall be deemed an independent offeror. RecDesk shall have complete charge of the personnel engaged in the performance of the Services, and all persons employed by RecDesk shall be employees of said RecDesk and not employees of the Customer in any respect.

6. **Nondisclosure.** RecDesk agrees that it will not divulge to third parties without the written consent of Customer any information obtained from or through Customer in connection with the performance of this Agreement.

7. **Entire Agreement.** This Agreement contains the entire agreement and supersedes all prior agreements and understandings, oral or written, with respect to

the subject matter hereof. This Agreement may be changed only by an agreement in writing signed by the party against whom any waiver, change, amendment, modification or discharge is sought.

8. **Governing Law and Venue.** This agreement shall be governed by and construed in accordance with the laws of the State of Iowa and venue shall be exclusively in the Iowa.

9. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect to the maximum extent permitted by law.

10. **Notice.** Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by certified or registered mail, first class, return receipt requested to the parties at the following addresses:

To Customer:

WEST BRANCH, IA

To RecDesk

RecDesk LLC
Attn: Mike Morris
300 Plaza Middlesex
Middletown, CT 06457

11. **Waiver of Contractual Right.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

12. **Insurance.** During the term of this Agreement, RecDesk shall maintain the following insurance coverages:

Worker's Compensation – Statutory Coverage
Professional Liability - \$1MM per claim
Cyber Liability - \$1MM per occurrence /\$1MM aggregate
Comprehensive General Liability
 Bodily Injury - \$1MM per occurrence /\$2MM aggregate
 Property Damage - \$1MM per occurrence /\$2MM aggregate

13. **Ownership of Software.** Customer agrees that it has no title or ownership in, or to, the software utilized by RecDesk to provide services, or any of its components, programming code or data structures ("Software"). The Software shall remain at all times RecDesk's sole and exclusive property. The definition of "Software" shall also

include any changes, customizations, added functions, or options and any other related items requested by the Customer and implemented by RecDesk. The obligations set forth in this Paragraph shall survive the termination, cancellation, or expiration of this Agreement for any reason whatsoever.

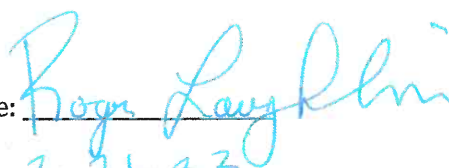
14. **Warranty.** If the Customer determines that some functions within RecDesk are not performing up to required specifications, RecDesk will take commercially reasonable measures to remedy such a situation during the term of this Agreement at no additional charge to the Customer. RecDesk does not guarantee that it will implement all new enhancement requests but will take commercially reasonable efforts to provide features that perform as stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CUSTOMER

Name: Roger Laughlin

Signature:



Title: Mayor - City of West Branch

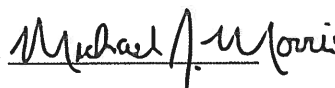
Date:

2-21-23

RECDESK

Name: Michael J. Morris

Signature:



Title: President

Date:

2/22/2023