

RESOLUTION 2024-65

**A RESOLUTION APPROVING THE ANNUAL MAINTENANCE AGREEMENT FOR
INFORMATION TECHNOLOGY SUPPORT WITH
MAINSTAY SYSTEMS OF IOWA LLC.**


WHEREAS, the City entered into a Maintenance Agreement for information technology (IT) with MainStay Systems of Iowa LLC in April of 2023; and

WHEREAS, Mainstay Systems of Iowa LLC has proven to be a good partner for the City to provide information technology support for the City of West Branch, Iowa; and

WHEREAS, it is now necessary to approve said Maintenance Agreement for Fiscal Year 2025.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch, Iowa, that the aforementioned Maintenance Agreement is hereby approved. Further, the Mayor is directed to execute the Agreement on behalf of the City.

Passed and approved this 17th day of June, 2024.



Roger Laughlin, Mayor

ATTEST:



Leslie Brick, City Clerk



**STANDARD ON-SITE
MAINTENANCE
CONTRACT**

AGREEMENT START DATE: 07/01/2024

This Agreement is made between MAINSTAY SYSTEMS of IOWA LLC. (hereinafter referred to as "MSI"), a corporation organized and existing under the laws of the State of Iowa, with the principal office in Des Moines, Iowa 50310 and the: City of West Branch, Police, Fire, Library, City Hall (hereinafter referred to as "Client").

Pursuant to the Terms and Conditions set forth herein, MSI will provide on-site remedial maintenance services to the Client for the Equipment described in Exhibit "A" attached hereto, and the Client agrees to accept such maintenance services subject to the Terms and Conditions stated herein. These Terms and Conditions are complete, and fully represent the scope of their agreement. Client agrees that this Agreement, its exhibit(s), and mutually agreed upon written changes are the complete and exclusive Statement of Agreement between the parties.

MAINSTAY SYSTEMS of IOWA LLC.

"MSI"

Cade
Curtis

Digitally signed by
Cade Curtis
Date: 2024.05.20
09:35:44 -05'00'

Name: Cade F. Curtis

Title: President

Date: 05/20/2024

City of West Branch

"Client"

A handwritten signature in black ink that reads 'Roger Laughlin'.

Name: ROGER LAUGHLIN

Title: MAYOR

Date: 6-17-24

1. CONTRACT PERIOD

This Agreement shall become effective on the Start Date and shall continue for a period of twelve months, unless terminated as provide herein by either party. This agreement and its terms, and conditions may be renewed at the end of the Contract Period for additional one year terms upon mutual agreement of the parties.

2. MAINTENANCE PAYMENTS

Client agrees to pay the monthly maintenance rate of **\$1110** covering all equipment described in Exhibit "A" . MSI shall invoice Client annually during the Contract Period for services as stated within. Payment is due in full within thirty (30) days of the invoice date. Late payments are subject to a late fee of 2% per month.

3. MAINTENANCE COVERAGE

MSI agrees to provide on-site maintenance coverage to the Client during the Contract Period. This Agreement shall cover the following two remedial maintenance service levels: Level 1 (24 hours per day, 7 days per week) and Level 2 (9 hours per day, 5 days per week, excluding legal holidays and weekends as recognized by the State of Iowa). The coverage level for each system is as listed in Exhibit "A". Maintenance coverage includes travel, labor, materials and remedial maintenance required to return Client's equipment to good operating condition. MSI agrees to use expeditious methods of restoring Client's equipment to its operating condition, which may include part or whole component replacement. MSI agrees to provide replacement parts for the Contract Period. Maintenance parts will be furnished on an exchange basis, and the exchanged parts will become the property of MSI. All replacement or exchanged parts will be new or refurbished of equal quality, and they become the property of Client. Maintenance parts may or may not be manufactured by the original equipment manufacturer; may be altered by MSI to enhance maintainability; and may be new or reconditioned to perform as new by the original equipment manufacturer. When necessary to remove equipment from Client's site, MSI, if possible, will provide a loaner of similar (not necessarily identical) type until Client's equipment can be repaired and returned. MSI shall provide Client with verbal reports of all maintenance activity. Damage or equipment failure, for reasons listed under non-covered maintenance, will be repaired at MSI's Time and Material rates.

4. RESPONSE TIME

Response time is defined as the time between receipt of Client's telephone request for remedial maintenance and that time the MSI personnel arrives on site. Response time for remedial maintenance shall not exceed four (4) hours including travel time to the site. MSI shall provide a central location and an Iowa telephone number for maintenance calls being reported and dispatched.

5. TERMINATION OF MAINTENANCE

This Agreement may be terminated by either party upon giving written notice to the other party thirty (30) calendar days prior to termination.

6. NON-COVERED MAINTENANCE

MSI shall have no liability for failure to fulfill its obligations under this Agreement or for damages to Client's equipment due to: fire, explosion, labor disputes, water, acts of God; the elements, war, civil disturbances, inability to secure raw materials; transportation facilities, fuel or energy shortages; acts or omissions of communications carriers; failure to follow MSI's installation, operation or maintenance guidelines; repair or modification to equipment by other than MSI's personnel; abuse, misuse or negligent acts, movement of equipment to a new location; power failure or surges; changes to the cosmetic detail of equipment including but not limited to discoloration of shrouds, burn in/etching of LCD's; lightning, fire, flood, pest damage, accident, other events not arising under normal operating conditions or other causes beyond MSI's control whether or not similar to the foregoing.

7. CLIENT RESPONSIBILITY

Client agrees to perform the following duties which are not covered under this agreement: provide an environment that is consistent with equipment manufacturer's specifications in regards to space, temperature and humidity; maintain correct power requirements as specified by the equipment manufacturer; minimize static electric buildup in carpeted areas with the use of properly grounded static mats and/or application of anti static carpet spray as needed; change printer ribbon, toner cartridge, fuser cartridge, batteries, paper and other consumable supplies; maintain a secure copy of all master passwords and encryption keys for all PC's and devices covered under this maintenance contract; notify MSI immediately of any equipment malfunction; notify MSI thirty (30) days prior to moving equipment. Performance of any of these duties by MSI or remedial maintenance caused by Client's failure to perform these duties may result in additional charges which Client agrees to pay.

8. EQUIPMENT INSPECTION

MSI reserves the right to inspect all equipment to ensure that it is in good operating condition. MSI will provide an estimate of the cost to return any equipment to good operational condition. If Client chooses to have these repairs performed by someone other than MSI, then they shall give notification as to when the repairs are complete and the maintenance service on that equipment can commence.

9. LIMITATION OF LIABILITY

MSI shall not be liable for failure to perform services at a location deemed hazardous to health or safety or the failure to perform services due to causes beyond the control of MSI. MSI shall not be held liable for deficiencies in backup systems, including but not limited to: uninterpretable power supplies, power generation systems, cloud based or on premises data backup systems. MSI shall not be liable for injury to Client employees or damage to Client property arising from the use of equipment maintained by MSI, or arising for any reason, unless such injury or damage is due to the fault, negligence, or misconduct of MSI, its officers, employees, or subcontractors notwithstanding any other provision in this Agreement to the contrary, in no event shall either party be liable for any indirect, incidental or consequential damages (including but not limited to loss of profit and/or revenue) resulting from or arising out of its performance or failure to perform under this Agreement except for those damages arising out of intentional misconduct or gross negligence.

10. GENERAL

This Agreement shall be construed in accordance with and governed by the local laws of the State of Iowa. MSI may subcontract any or all of the work to be performed under this Agreement, with the written approval of the Client. MSI shall retain responsibility for the subcontracted work. Any supplement, modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. If any portion of this Agreement is found to be invalid or unenforceable, the parties agree that the remaining portions shall remain in effect. The parties further agree that in the event such invalid or unenforceable portion is an essential part of this Agreement, they will immediately begin negotiations for a replacement Agreement.

11. CJIS

MSI shall furnish Client with signed FBI/CJIS security addendum's for each of it's employees annually and/or on demand of Client.

EXHIBIT A

Level 1:

Sonicwall Firewall @ City Hall

Watchguard Firewall @ PD/FD

All Network Switches

1 Server @ Police Dept

1 Server @ City Hall

1 Server @ CCSO

VPN from Police to CCSO

Wi-Fi @ City Hall

Network Wiring

Wi-Fi @ Fire

Consumer Router @ Water

Consumer Router @ Town Hall

Level 2:

5 Laptop PCs @ City Hall

4 Desktops at Police

1 Laptop @ Water Plant

2 Desktops at Fire

4 Laptops @ Police

Library PC's and Laptops

2 PC's @ Public Works

Library Camera System

1 PC @ Cubby Park

2 PC's @ Parks and Rec

2 Laptops @ Town Hall