

BILL NO. 2018-004

ORDINANCE NO. 8212

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH INETVISIONS LLC FOR IT SUPPORT SERVICES.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI, THAT:

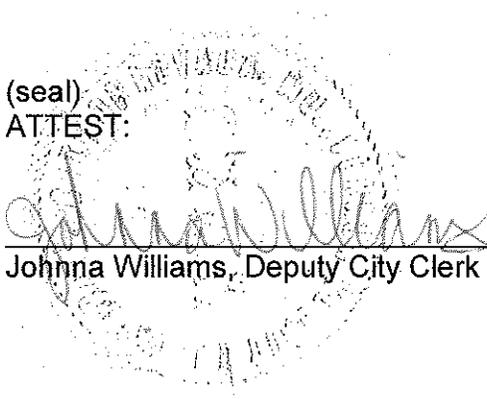
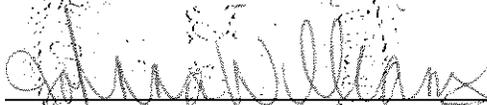
Section 1. The agreement attached hereto as "Exhibit A" and incorporated herein by reference is approved as a contractual obligation of the City of Nevada, Missouri.

Section 2. The City Manager is authorized and directed to execute the same in behalf of the City of Nevada, Missouri, and is authorized to take all reasonable steps necessary to comply with the terms of the agreement.

Section 3. This ordinance shall be in full force and effect from and after its passage and adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Nevada, Missouri, this 16th day of January, 2018.

(seal)
ATTEST:



Johnna Williams, Deputy City Clerk


Brian L. Leonard, Mayor

AGENDA ITEM
January 2, 2018

Subject: IT Support Services Agreement

Department: Administration

This ordinance will approve the attached IT support Services Agreement with Inetvisions LLC of Nevada, Missouri.

AGREEMENT FOR INFORMATION TECHNOLOGY SERVICES

THIS AGREEMENT made this 16th day of January 2018 by and between the **City of NEVADA**, a municipal corporation in the County of Vernon, State of Missouri, hereinafter called "CITY" and **INETVISIONS LLC** hereinafter called "CONTRACTOR".

WHEREAS, CITY is in need of a comprehensive IT support team that can assist with its network security, server maintenance, and other IT issues including, but not limited to application updates, data backups, phone updates, security upgrades and future network planning, and

WHEREAS, INETVISIONS LLC is willing and able to provide that service,

NOW THEREFORE, in consideration of the mutual promises contained, the parties agree as follows:

1. TERM:

This contract becomes effective as of date signed thru December 31, 2018. At the end of the contract term, it can be extended by agreement of both parties and approval of the City Council.

2. SERVICES PROVIDED:

CONTRACTOR will supply monthly maintenance to CITY. CONTRACTOR will also provide emergency repair service, as required, in a timely manner and usually within 6 hours, also will provide regular repair and support within 24 hours. This contract covers labor and service calls. All costs of replacement parts are the sole responsibility of the CITY.

3. COMPENSATION:

CONTRACTOR's monthly fee for this service will be Twenty five hundred and no cents (\$2500.00) per month not to exceed \$30,000 annually. Billing will occur monthly or every twenty (20) hours. Whichever comes first. Any maintenance provided after the \$30,000 amount will be assessed at \$125.00 per hour.

4. CONTACTS:

The main point of contact for the CITY shall be the current IT Manager. CITY staff, with Department Head approval, may contact CONTRACTOR's help desk directly to place normal calls for service.

5. INDEMNIFICATION:

The CONTRACTOR will indemnify and hold harmless the CITY and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

6. DISPUTE RESOLUTION AND TERMINATION:

Whenever any dispute arises between the parties which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute by the process described in this section.

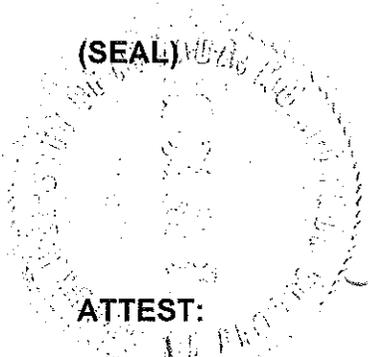
- (a) The parties shall first seek in good faith to resolve any such dispute or concern by meeting, as soon as feasible. If the dispute is not resolved following the initial meeting, a second meeting shall be held, involving the CONTRACTOR, IT Manager and City Manager.
- (b) If the parties do not come to an agreement on the dispute or concern after the meetings described above, either party may by written notice so to terminate, which said notice shall be served at least thirty (30) days prior to the date of said notice named for such termination.

7. INSURANCE:

The CONTRACTOR shall maintain insurance or self-insurance sufficient to protect the CITY against all applicable risks arising out of the Agreement. CONTRACTOR agrees to provide evidence of insurance coverage with minimum liability limits of ONE MILLION DOLLARS (\$1,000,000) for its liability exposure including comprehensive general

liability with the City of Nevada as additional insured.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement



ATTEST:

Johnna Williams

Johnna Williams, Deputy City Clerk

CITY OF NEVADA, MISSOURI

By: *J.D. Kehrman*
J.D. Kehrman, City Manager

Date: 1/16/18

INETVISIONS LLC

By: *Shane A. Balk*
Shane A. Balk

Date: 1/22/18



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Nevada Insurance Agency 300 S. Johnson Dr. P. O. Box Q Nevada MO 64772 INSURED Inetvisions LLC 906 N Osage Nevada MO 64772	CONTACT NAME: Kelsie Ryan PHONE (A/C, No, Ext): (800) 527-0808 E-MAIL ADDRESS: kryan@nevadains.com FAX (A/C, No): (417) 667-3041
	INSURER(S) AFFORDING COVERAGE INSURER A: MISSOURI EMPLOYERS MUTUAL INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 17-18** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	MEM 2020360-01	4/10/2017	4/10/2018	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER sbalk23@gmail.com CITY OF NEVADA 110 S. ASH NEVADA, MO 64772	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Wendy Smith/KR
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