

RESOLUTION NO. 4299

A RESOLUTION APPROVING A NETWORK DEVICE MONITORING & HELPDESK SUPPORT AGREEMENT WITH D.I.S. TECHNOLOGIES.

WHEREAS, the City of Miles City has engaged the services of DIS Technologies of Billings, Montana, to provide network device monitoring and helpdesk support services for the City of Miles City's computers and computer networks;

AND WHEREAS, the City of Miles City wishes to continue utilizing DIS Technologies for the provision of such services, and DIS Technologies has submitted an agreement to provide such services, attached hereto as Exhibit "A", and made a part hereof;

AND WHEREAS the finance committee of the City Council of the City of Miles City has reviewed the proposal of DIS Technologies and has recommended to the City Council that it accept such proposal at the prices and the terms and conditions set forth therein;

NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA AS FOLLOWS:

1. The "Network Device Monitoring & Helpdesk Support Agreement" attached hereto as Exhibit "A" is hereby approved and adopted by this Council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement, and bind the City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A REGULAR MEETING THIS 14TH day of JANUARY, 2020.



John Hollowell, Mayor

ATTEST:



Lorrie Pearce, City Clerk



DIS TECHNOLOGIES

Network Device Monitoring & Helpdesk Support Agreement

This agreement is between DIS Technologies (DIS) and City of Miles City (CLIENT) located at 17 South 8th Street, Miles City, MT 59301.

DIS agrees to provide the following Network Device Monitoring & Helpdesk Support services for a period of five years: January 1, 2020 (EFFECTIVE DATE) through December 31, 2025.

Standard Monitoring Agreement with Helpdesk

- 24 Hour Continuous Monitoring for Network Availability
- Unlimited remote helpdesk support – 8:00 AM to 5:00 PM, Monday thru Friday, excluding holidays
- Unlimited remote server support includes license audit, system optimization, printer support, user account assistance, file sharing, permissions, security administration, spyware removal, antivirus updates and patch management
- Event log monitoring
- Drive space and system performance monitoring
- Customer portal case management access
- Monthly monitoring report
- Semi-annual business review

Semi-Annual Business Review

These meetings will enable DIS to:

- Ensure that our monitoring program is aligned with your IT business goals and address any changes as they occur;
- Present all the reports we have captured over the past six months – ensuring you understand its overall impact to business;
- Review all the work completed in the last six months and discuss projects in progress;
- Help identify IT solutions that will address existing and future IT requirements allowing you to ultimately make better informed financial decisions.

DIS Services Pricing

- Network Device Monitoring Service: \$799 per month
Includes unlimited remote computer support/maintenance and remote management software for 15 PCs, 2 servers, 1 switch and 1 firewall; Additional PCs & devices - \$15 each per month as added.
- PC Operating System Reloads \$125 per PC plus travel and expenses
- New Computer Installation (remote or onsite) \$125 per PC plus travel and expenses
- Server Operating System Reloads Quoted as needed
- IT Consulting Quoted as needed
- All Other Services Quoted as needed

230 Broadwater Ave • Billings MT 59101
PO Box 20457 (59104)

Toll Free (800) 254-1347 ~ Local (406) 254-1800
Fax (406) 248-5354 ~ Email: info@dismt.com

DIS staff is regulated at 40 hours per week including travel time. Any time worked beyond that is billed at 1.5x with holidays at 2x hourly and travel rates. All estimated times quoted are for regular workdays and do not include overtime which must be approved by the Client in advance and then will be invoiced accordingly.

Agreement Terms

This signed agreement must be received before services will be rendered. Either party shall have the right to terminate this Agreement at any time for cause. Termination for cause shall include material breach of this agreement, intentional nonperformance of duties, gross negligence, fraud or misconduct. Any requested termination of this Agreement by either party must be received in writing 30 days prior to effective termination.

Services are billed for the month in advance. All payments shall be in the form of company check and are due within 20 days of the date of invoice. Any payment not made in a timely manner shall bear interest at the rate of one and one-half (1.5%) percent per month or fraction thereof, from the date of delinquency until the date of payment. Failure to pay within 60 days after an invoice shall be cause for DIS to discontinue all services immediately without further notice.

Service Terms and Conditions

CLIENT agrees to notify DIS of any plans to implement or purchase any new technology in order to insure compatibility and functionality with existing systems. All software licenses must be in compliance with manufacturer's terms. Payments for services under this agreement will be made based on the set monthly fee.

CLIENT agrees that all third-party vendors contact DIS prior to making any modifications to network or devices managed by DIS. DIS will not be responsible for work performed by any vendor. Resolution for any issue resulting from unapproved vendor actions will be charged at \$250 per hour plus travel and expenses.

CLIENT agrees that all work performed outside the scope of this agreement will be charged at \$125 per hour for onsite time plus a travel charge (at \$.75 per mile from nearest DIS office) and expenses. Hardware purchases over \$5,000 require 50% deposit at time of order.

CLIENT agrees that, in order to maintain a secure network infrastructure, endpoint security subscriptions (Antivirus and firewall subscriptions) will be automatically renewed prior to expiration if CLIENT does not respond to notifications of pending subscription expirations.

Limitation of Liability

Under no circumstances shall DIS be liable for special, incidental or consequential damages, including but not limited to loss of anticipated profits or loss resulting from business disruption due to faulty equipment, software defect or loss of data.

By signing below, CLIENT for ourselves and on behalf of our heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS DIS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, except that which is the result of gross negligence and/or wanton misconduct.

Warranties and Disclaimers

DIS makes no warranties of any kind, expressed or implied on its own regarding the functionality of hardware or software, but instead relies on the warranties provided by the manufacturer of each product.

DIS specifically states that there shall not be an implied warranty of merchantability or fitness for a particular purpose. If any hardware does not work as it should according to the manufacturer's representations, DIS will assist in replacing the hardware from the manufacturer with the assistance of the customer at DIS's normal hourly charge.

Confidentiality

- DIS agrees to keep in confidence and not disclose to other parties the internal infrastructure of CLIENT network or the content of CLIENT's data.
- CLIENT agrees to limit access to the Technology System to those employees, consultants or others who require such access in order to use the Technology System in furtherance of the CLIENT's business.

Contacting DIS Technical Support: DIS Support can be contacted by emailing our support staff at helpdesk@dismt.com or by calling the DIS helpdesk at 866-293-9359 or 406-252-1872.

Insurance

CLIENT shall retain insurance on their own computers and related equipment during this contract. DIS shall not be liable for damages in the event of fire, theft, or other casualty.

Miscellaneous

1. Section 49-3-207. Nondiscrimination provision in all public contracts. All hiring for this contract shall be on the basis of merit and qualifications and DIS shall not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin in hiring persons to perform under this contract.
2. Any dispute hereunder shall be decided under Montana Law in Yellowstone County Montana and the prevailing party shall be entitled to a reasonable attorney fees and costs. Each and all of the covenants, terms, provisions, and agreements contained in this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their heirs, legal representatives, successors, and assigns. This constitutes the entire agreement between the parties and shall not be modified except with a written document signed by all parties.
3. Non-Assignability. DIS shall not assign this Contract nor the duties hereunder without the express written consent of the CLIENT, provided, that such consent shall not be unreasonably withheld.

Please fill in the requested contact information then sign and date the form below. This agreement can be returned to DIS via email to linda@dismt.com, or mailed to DIS, PO Box 20457, Billings, MT 59104

CLIENT Contact Information: Please list the names of the people DIS should use as primary and secondary contacts for your organization:

Contact: hormie Pearce Phone: 874-8602 Email: cityclerk@milescity-mt.org

After Hours Emergency Phone: 853-1071


Alt. Contact: Mary Rowe Phone: 874-8609 Email: deputyclerk@milescity-mt.org

After Hours Emergency Phone: 852-0931

CLIENT Authorized Signature:

Name of CLIENT: City of Miles City MT

Name of Authorized Signer: John Hollawell Title: Mayor
(Please print)

Signature:  Date: 1 / 14 / 20

DIS Authorized Signature:

DIS Authorized Signer: _____ Title: _____
(Please print)

Signature: _____ Date: ____/____/____

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After Hours Emergency Phone: 852-0931

CLIENT Authorized Signature:

Name of CLIENT: City of Miles City MT

Name of Authorized Signer: John Hollaway Title: Mayor
(Please print)

Signature: [Handwritten Signature] Date: 1/14/20

DIS Authorized Signature:

DIS Authorized Signer: GARY HABEL Title: PRESIDENT
(Please print)

Signature: [Handwritten Signature] Date: 01/15/2020