FINANCE COMMITTEE
Monday, November 13, 2023 4:30 PM
Administration Conference Room, City Hall

1. **Call to Order**

2. **Financial Updates**
   A. City Administrator Approvals

3. **Action Items**
   A. Approve the minutes for the October 30, 2023, meeting
   B. Approve an agreement with Riverside Technologies Inc. for information technology managed services (Administration)

4. **Non-Action Items**

5. **Unfinished Business (postponed from prior meetings)**

6. **Other Business**

7. **Adjourn**

Posted Date & Time: 11/9/23; 4:18 p.m. By: MM

Parkville Missouri

CITY ADMINISTRATOR PURCHASING APPROVAL

Preparation date: 11/6/2023

CITY OF PARKVILLE
Department: Administration

Low Bidder and Contract Amount:
DocuSign, Inc.
14800 Frye Road
Fort Worth TX 76155

$2,808

General Scope of Work Description/Project: Records Management Software Add-on

In order to increase the City's operational excellence, the Board of Aldermen adopted a strategic goal for 2022-2023 to procure software that will enhance citizen input and increase staff efficiency for City operations.

The City recently purchased Laserfiche, a records management software. Within the software is a workflow process that can integrate electronic signatures through a software called DocuSign. Digital signatures will help improve staff efficiency by making the process for obtaining signatures for official documents much easier.

Competitive Purchasing Information: (List bidder, address, and price):

DocuSign is integrated into Laserfiche and is an add-on for an additional cost. Because DocuSign integrates with the software, staff did not look into other options.

Project Start Date: 11/3/2023 **Estimated Completion Date:** 12/31/2023

Budget Account Code: 10-555.02-02-00

Authorization:

☐ City Administrator: Alexa Barton Date: 11/6/2023
☐ Department Head: Melissa McChesney Date: 11/6/23
☐ Mayor (if applicable): Date:
☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

DocuSign

DocuSign, Inc.

INVOICE

Invoice #: 111100222424
Invoice Date: 30-Oct-2023
Payment Terms: Net 30
Due Date: 29-Nov-2023
Account Number: 10221362

Bill To:	**Ship To:**
City of Parkville Melissa McChesney mmcchesney@parkvillemo.gov 8880 Clark Ave Kansas City, MO, 64152 United States	City of Parkville Melissa McChesney mmcchesney@parkvillemo.gov 8880 Clark Ave Kansas City, MO, 64152 United States

PO Number	Quote Number	Description	Service Period	Quantity	Subtotal	Tax Rate	Tax Amount	Line Total
	Q-01320898	eSignature Business Pro Edition - Envelope Subs.	27-Oct-23 to 26-Oct-24	500	2,400.00	9.98	0.00	2,400.00
	Q-01320898	Silver Success Pack: Adoption Services	27-Oct-23 to 26-Oct-24	1	84.00	9.98	0.00	84.00
	Q-01320898	Silver Success Pack: Campus Pass Individual	27-Oct-23 to 26-Oct-24	1	84.00	9.98	0.00	84.00
	Q-01320898	Silver Success Pack: Support Services	27-Oct-23 to 26-Oct-24	1	240.00	9.98	0.00	240.00

SubTotal	2,808.00
Tax Total*	0.00
Total	2,808.00
Currency	USD
TRANSACTIONS ASSOCIATED TO THIS INVOICE	
Adjustments	0.00
Credits	0.00
Payments	0.00
Invoice Balance	2,808.00

Remittance slips can be emailed to remittance@docusign.com
Tax*-Taxation based on 'Ship To' address information.
If you are tax exempt and have not provided your tax exempt documentation to DocuSign, please send required tax exemption documents to taxexempt@docusign.com
For additional information, including answers to frequently asked billing questions, please visit our Billing Support site at: https://www.docusign.com/support

PLEASE REMIT TO BANKING INFORMATION BELOW:

Please remit electronic payments to:

Account Name: DocuSign, Inc
Bank Name: JPMorgan Chase
Bank Address: New York, NY 10017
ACH Routing #: 322271627
Wire Routing #: 021000021
Account #: 623675136
SWIFT: CHASUS33

Please remit checks to:

DOCUSIGN INC Lockbox
P.O. Box 735445
Dallas, TX 75373-5445

For Courier Deposits (Fed EX, UPS, etc.):

DOCUSIGN INC Lockbox
JPMorgan Chase (TX1-0029)
Attn: DOCUSIGN INC Lockbox 735445
14800 Frye Road, 2nd Floor
Ft Worth, TX 76155

When making the payment please quote the invoice number and forward remittance advice to remittance@docusign.com

DocuSign

221 Main St Ste 1000
San Francisco, CA 94105, United States

City of Parkville Melissa McChesney 8880 Clark Ave Kansas City, MO 64152, United States Phone: E-mail: placeholder@parkvillemo.gov	**Statement Date:** 11/04/2023

Transaction Date	Document	Due date	Days Past Due		Total amount	Payments/Credits	Balance due
10/30/2023	111100222424	11/29/2023	0	USD	2,808.00	-	2,808.00

Total due by	USD	2,808.00

Parkville Missouri

CITY ADMINISTRATOR
PURCHASING APPROVAL

Preparation date: 11/8/2023

CITY OF PARKVILLE
Department: Public Works

Low Bidder and Contract Amount:
She Digs It
600 SE Central Drive
Blue Springs, MO 64014

$6,874.00 WA-3

General Scope of Work Description/Project:

West Clarifier Cleaning
This project is for the drawdown of the west clarifier for inspection. This includes the removal of any remaining solids and the pressure washing of the equipment for inspection. This includes cleaning the walls and mechanical components of the clarifier.

Competitive Purchasing Information: (List bidder, address, and price):

This work is awarded to She Digs It as they recently performed this work as part of the East Clarifier Emergency Repair project and extended those unit prices to this work.

Project Start Date: 10/31/23 **Estimated Completion Date:** 11/30/23

Budget Account Code: 30-501.06-01-00

Authorization:

☒ City Administrator: Alex Barton Date: 11-8-23
☐ Department Head: [signature] Date: 11-8-23
☐ Mayor (if applicable): Date:
☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

Parkville
Missouri

CITY OF PARKVILLE • 8880 Clark Avenue • Parkville, MO 64152 • (816) 741-7676 • FAX (816) 741-0013

Work Authorization #3

Date:	October 30, 2023
Issued to:	SDI 600 SE Central Drive Blue Springs, MO 64014

Project/Work Description	West Clarifier Invoice #23024-5 Attached
Scope of Work/Purpose:	Cleaning of West Clarifier for Inspection

Schedule and Price

Project Start Date:	10/18/2023
Estimated Completion Date:	10/30/2023
Latest Acceptable Date:	
Estimated Cost:	$6,874.00
Expenditure Limit:	$6,874.00
Budget Account Code:	30.501.06-01-00

Acceptance of this work authorization constitutes agreement to perform the work described above in accordance with the City of Parkville Terms and Conditions for maintenance projects.

Name/Title: Michele Bledsoe, Accounting Manager Signature:

Company: SDI (She Digs It) Date: 10/30/23

Authorization

Department Head: Date: 11-8-23

Dan Harper, Public Works Director

City Administrator (if over $2,500): ABarton Date: 11-8-23

Alexa Barton, City Administrator

Mayor (if over $10,000) Date:

For Internal Staff Use Only

(initial each item and file with executed work authorization)

_____ Employment Eligibility Status Verification (if the cost exceeds $5,000)

_X__ Certificate of Insurance that demonstrates compliance with the Terms and Conditions

_X__ Valid business license

SHEDIGS IT, LLC
600 SE Central Dr
Blue Springs, MO 64014
Phone: (816) 295-1100
Fax: (816) 295-1627

INVOICE

Invoice #
23024-5R

SOLD TO
City of Parkville MO
8880 Clark Avenue
Parkville, MO 64152

PO NUMBER	ACCOUNT NUMER	JOB NAME	INVOICE DATE	PAGE
	PARKVILL	Parkville repairs	10/18/2023	1

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED
Parkville West Clarifier Cleaning per the attached cost worksheet	1	6,874.00	6,874.00

TOTAL AMOUNT **6,874.00**

Terms: Net 30

SDI SHEDICS IT, LLC

COST WORKSHEET

Reason for Cost: West Clarifier Cleaning

Date: October 16, 2023

Owner Name: *Parkville, MO*

Owner Contract No.

SDI Project No. *23024.01*

Time Extension:

LABOR

Description	Base Rate	Overtime Rate	Base Hours	Overtime Hours	Extension	Totals
Supervisor	$ 110.00	$ 165.00	0.0	0.0	$ -	
2 Man Crew W/ Excavation Equipment	$ 350.00	$ 450.00	0.0	0.0	$ -	
3 Man Crew W/ Excavation Equipment	$ 490.00	$ 640.00	0.0	0.0	$ -	
4 Man Crew W/ Excavation Equipment	$ 630.00	$ 795.00	0.0	0.0	$ -	
Equipment Operator (Camera/Jetter)	$ 94.00	$ 141.00	16.0	4.5	$ 2,138.50	
Concrete Finisher	$ 67.00	$ 100.50	0.0	0.0	$ -	
Dump Truck Driver	$ 94.00	$ 141.00	0.0	0.0	$ -	
					Labor Subtotal	$ 2,138.50

Equipment

Description	Hourly Operating Rate	Operating Hours	Extension	Totals
Camera Truck - 4 Hr Minimum + Drive time	$ 231.00		$ -	
Jetter Combo - 4 Hr Minimum + Drive time	$ 231.00	20.50	$ 4,735.50	
Tandem Dump Truck	$ 50.00		$ -	
			$ -	
			Subcontractor Subtotal	$ 4,735.50

MATERIALS

Description	Quantity	Unit	Unit Price	Extension	Totals
Dump Fees		EA	$ 225.00	$ -	
IE: Concrete, Aggregate, Pipe and Fittings, Etc + 15% Added	0	LS	$ -	$ -	
			$ -	$ -	
				Material Subtotal	$ -

SUMMARY

Description	Quantity	Unit	Subtotal	Markup %	Markup Extension	Subtotal Plus Markup	Totals
LABOR	1	LS	$ 2,138.50	0%	$ -	$ 2,138.50	
Equipment	1	LS	$ 4,735.50	0%	$ -	$ 4,735.50	
MATERIALS	1	LS	$ -	0%	$ -	$ -	
						Summary Subtotal	$ 6,874.00

Subtotal (Including Markup):	$ 6,874.00
Bonds & Insurance Premium:	$ -
TOTAL	$ 6,874.00

EXHIBIT A

CONDITIONAL FINAL WAIVER AND RELEASE OF CLAIMS

To: The City of Parkville, Missouri, the Owner of the real estate (the "Property") identified below, any Lender(s) having any loans secured by the Property, the Applicant's Contractor (if not the General Contractor) and other parties, if any, having any interest in (hereinafter collectively the "Beneficiaries").

The "Property": City of Parkville, Mo

Description of the "Project": West Clarifier Cleaning

The undersigned hereby applies for payment, certifies and waives bond rights, and all other claims.

Payment Request Amount: $ 6,874.00

Certificate

The undersigned, contingent upon the issuance, final clearance and payment of a valuable consideration of the amount stated above, and being familiar with the penalties for false certification, does hereby certify to the Beneficiaries that:

1. The amount requested for labor performed and equipment and material supplied on this Project or in connection with the Property reference above, represent the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto concerning work to be performed on the Property (hereinafter the "Contract").

2. Payment in full has been made, or with the funds requested hereby will be made, by the undersigned (a) to all of the undersigned's subcontractors, equipment providers, materialmen and laborers, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Contract. The undersigned represents and warrants that it owes no monies or other things of value to any subcontractor, materialman, person or entity for work performed or material supplied through the date of the most recent payment by Owner, and that the payments that have been or will be made out of this final payment to such persons or firms will fully and completely compensate them for all work in connection with the Project.

3. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Fringe Benefits owed pursuant to collective bargaining agreements, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the contract.

4. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied work for

which the Beneficiaries or their property might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.

Final Waiver and Release of Claims

NOW, THEREFORE, the undersigned, contingent upon the issuance, final clearance and payment of $6,874.00, which the undersigned irrevocably and unconditionally releases and waives any claims of any kind whatsoever in connection with this Contract and with the Property. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any lien, bond, claims or suits in connection with the materials, labor, and everything else in connection with this Contract.

Dated 10/30, 2023

CONTRACTOR: Shedigs It, LLC

By: [signature]

Name: Cheryl Gerstner Title: Operating Mgr.

State of MO)

County of Jackson)

On this 30th day of Oct, 2023, before me, the undersigned, personally appeared Cheryl Gerstner, Operating Manager of Shedigs It, LLC, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

[signature]

Notary Public in and for said County and State

NOTARY SEAL

MICHELE R BLEDSOE
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 14956576
My Commission Expires 03-29-2026

Parkville Missouri

CITY ADMINISTRATOR PURCHASING APPROVAL

Preparation date: 11/8/2023

CITY OF PARKVILLE
Department: Public Works

Low Bidder and Contract Amount:
H&H Septic Service Inc.
13325 N. Silver Ridge Dr.
Platte City, MO 64079

$2,937.50 WA-160

General Scope of Work Description/Project:

Emergency Repair – 8405 Lakeview Drive
This project is for an emergency discharge line repair at 8405 Lakeview Drive that had failed and was leaking effluent. This repair was for the vacuum excavation, repair, and backfill of the failed location.

Competitive Purchasing Information: (List bidder, address, and price):

This work was awarded to H&H Septic Service as our on-call contractor for minor repairs.

Project Start Date: 9/28/23 **Estimated Completion Date:** 10/2/23

Budget Account Code: 30-501.07-34-00

Authorization:

☒ City Administrator: ABarton Date: 11-8-23
☐ Department Head: [signature] Date: 11-8-23
☐ Mayor (if applicable): Date:
☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

Parkville
Missouri

CITY OF PARKVILLE • 8880 Clark Avenue • Parkville, MO 64152 • (816) 741-7676 • FAX (816) 741-0013

Work Authorization #160 (OC)

Date: September 28, 2023
Issued to: H & H Septic Service Inc.
13325 N. Silver Ridge Dr.
Platte City, MO 64079

Project/Work Description
Title: 8405 Lakeview Dr. – Repair Broken 1 ¼" Discharge Line
Invoice No. 55069 Attached

Schedule and Price

Project Start Date:	9/28/2023
Estimated Completion Date:	10/2/2023
Latest Acceptable Date:	10/2/2023
Estimated Cost:	$2,937.50
Expenditure Limit:	$2,937.50
Budget Account Code:	30.501.07-34-00

Acceptance of this work authorization constitutes agreement to perform the work described above in accordance with the City of Parkville Terms and Conditions for maintenance projects.

Name/Title: Regina Moore ~~[illegible]~~ Bookkeeping Office Manager Signature: [signature]
Company: H & H Septic Service Inc. Date: 10-9-2023

Authorization

Department Head: [signature] Date: 11-8-23
Dan Harper, Public Works Director

City Administrator (if over $2,500): ABarton Date: 11-8-2023
Alexa Barton, City Administrator

Mayor (if over $10,000): Date:

For Internal Staff Use Only
(initial each item and file with executed work authorization)
_____ Employment Eligibility Status Verification (if the cost exceeds $5,000)
X Certificate of Insurance that demonstrates compliance with the Terms and Conditions
X Valid business license

H & H Septic Service Inc

13325 N Silver Ridge Dr
Platte City MO 64079

Invoice

Date	Invoice #
9/28/2023	55069

Bill To
CITY OF PARKVILLE 8880 CLARK AVENUE PARKVILLE MO 64152

P.O. No.	Terms	Project
JASON	Net 30	

Quantity	Description	Rate	Amount
	BACKHOE LABOR	1,500.00	1,500.00
	VACUUM TRUCK	500.00	500.00
4	LABOR 4 HOURS OF MAN LABOR	75.00	300.00
	PLUMBING PARTS	50.00	50.00
	LABOR PROFIT & OVERHEAD @ 25%	587.50	587.50
	JOB SITE: 8405 LAKEVIEW DRIVE PARKVILLE RISS LAKE		
	JOB: TO REPAIR BROKEN 1 1/4" DISCHARGE LINE		
		Total	$2,937.50

PURCHASE ORDER 3
(non-construction)

CITY OF PARKVILLE (PURCHASER)
8880 Clark Avenue
(816) 741-7676

Date: November 6, 2023

Upon proper acceptance, we agree to purchase from you upon terms and conditions set forth below and on the attached pages hereto.

VENDOR Mcintire Management Group
120 E 15th Avenue
North Kansas City, MO 64116
Phone: 816-746-6669

SHIP TO: Jason Brown, 12303 NW FF Highway, Parkville, MO 64152

INVOICE TO: 8880 Clark Avenue, Parkville, MO 64152

ALL MATERIAL SHALL BE DELIVERED TO PURCHASER FREIGHT PREPAID, UNLESS OTHERWISE SPECIFIED BELOW.

Vendor agrees to furnish following goods in accordance with the terms and provisions of this Purchase Order Agreement consisting of 5 pages including attachments. Purchaser agrees to pay the total sum of **FIVE THOUSAND TWO HUNDRED EIGHTY DOLLARS AND NO/100 ($5,280.00)** for such materials, subject to any additions or deductions agreed upon in writing. **Freight charges are included in purchase price and sales taxes will not be charged to the Purchaser as a tax exempt entity. Purchaser will provide Vendor with a Tax Exemption Certificate upon request**. Payment is to be made within thirty days after delivery of goods and receipt of invoice. This purchase order is only valid through December 1, 2023.

ITEMS:	SCHEDULE OF DELIVERY:
QTY – 4 - Helix Commander 55 Gallon, WGT 490 LBS **New unit: $5,280.00** See Attachment "A" – Terms and Conditions See Attachment "B" – Insurance Requirements See Attachment "C" - Quote	F.O.B. Jason Brown, 12303 NW FF Highway, Parkville, MO 64152 816-891-0003

NOTE: **All Terms and Conditions for Purchase Order attached hereto are incorporated herein by reference and made a part of this Purchase Order**. Vendor's signature and return of this document as presented, or its delivery of any of the items covered by this Purchase Order, shall constitute acceptance of all of its terms and conditions. If this Purchase Order is not signed and returned to Purchaser within ten (10) days of the date stated on page 1 above, however, it may be deemed voidable at the option of Purchaser. Payment shall not be due until Vendor has furnished Purchaser, with the required Certificates of Insurance and any other documents required by Purchaser.

All terms in any offer, bid, order acknowledgement or other document that are inconsistent with the terms stated herein are explicitly rejected and not a part of this Purchase Order.

CITY OF PARKVILLE, MISSOURI. ("Purchaser")	**MCINTIRE MANAGEMENT GROUP ("Vendor")**
By: Alexa Barton	**By:**
Title: **Alexa Barton, City Administrator**	**Title:** Casey George - Inside Sales
Date: 11-8-23	**Date:** 11/06/2023

Attachment "A"

TERMS AND CONDITIONS FOR CITY OF PARKVILLE PURCHASE ORDER

1. **Packing and Shipping.** Purchaser reserves the right to inspect the goods at any time prior to shipment as well as upon delivery, but neither delivery nor inspection of goods shall constitute acceptance of them

2. **Work, Liens and Waivers**: Vendor agrees both to deliver the material to Purchaser and to perform the work free and clear of all claims, encumbrances or liens. Further if at any time there is evidence of any lien associated with the items delivered, Purchaser shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify against such invoice, bill, lien or claim.

3. **Insurance.** Vendor shall maintain liability and other insurance as set forth on Attachment "B" in amounts, with coverage and in companies satisfactory to Purchaser.

4. **Warranties**. (a) Vendor warrants that all work and material will be free from defects, of good quality and workmanship, suitable for their intended purposes and in strict accordance with all requirements of Purchaser, and will meet all capacities, functional tests and criteria required in them. (b) All manufacturers' warranties shall be assignable to Purchaser. (c) Vendor shall furnish to Purchaser all material safety data sheets (MSDS) relevant to items furnished hereunder.

5. **Time is of the Essence**. Vendor agrees to perform the work and furnish the goods called for as stated above by Purchaser.

6. **Indemnification**: Vendor agrees to indemnify, defend and hold harmless Purchaser from and against all claims, damages, losses, causes of action and expenses (i) arising out of injury to (including death of) any persons or damage to property alleged to have been caused in whole or in part by any act or omission of Vendor, its agents, employees, sub-subcontractors, Vendors or invitees, and (ii) arising out of (a) any alleged defects or failures in Vendor's products; (b) all tax liabilities of Vendor; (c) any infringement of patent, trademark or trade secrets; and (d) any mechanic's liens or payment bond claims by those claiming payments owed by Vendor. Vendor shall defend all suits brought against Purchaser on account of any such claims of liability, shall pay any settlements made or judgments rendered with respect thereto, and shall reimburse and indemnify Purchaser for all expenses, including court costs and reasonable attorneys' fees, incurred by Purchaser. The obligations set forth in this paragraph are continuing and shall survive occupancy, completion of the construction project, termination of the Purchase Order, acceptance of work, or final payment to Vendor.

7. **Changes**: Purchaser reserves the right to order changes in writing in the goods required hereunder and this Purchase Order shall be modified accordingly. No change shall be made in this Purchase Order without such written order and no claim of payment by Vendor for extras will be allowed unless such payment and such extra goods are agreed to in writing by Purchaser.

8. **Remedies:** If Vendor shall fail to perform in a timely manner, Purchaser may (in addition to all other rights) demand immediate cure of Vendor's default, correct Vendor's default, or obtain conforming goods elsewhere at Vendor's expense. In any case, Purchaser shall be entitled to recoup from Vendor all its loss, cost and expense incurred as a result of Vendor's default, including replacement of such defective work and damage to other work, and shall perform Vendor's warranty with respect thereof.

9. **Disputes**: Vendor agrees that all disputes under this Purchase Order shall be resolved in the Circuit Court of Platte County, Missouri or the U.S. District Court for the Western District of Missouri. This Purchase Order shall be construed under the laws of the State of Missouri.

10. **Pricing**: If price is omitted on this Purchase Order and not otherwise agreed to in writing, then the price to apply hereto will be the prevailing market price at (a) time of order or (b) time of delivery, whichever is less.

11. **Termination**: Purchaser by written notice to Vendor may at any time terminate and cancel this P.O. with respect to materials which remain undelivered on the date of such notice. In the event of such cancellation, Vendor shall promptly stop all work called for by this Purchase Order, and Purchaser's responsibility to Vendor is limited to paying Vendor for all goods delivered as of the date of termination. Other than as specifically provided for herein, Vendor shall not be entitled to claim or recover damages, restocking fees, or loss of profits from Purchaser on account of any such cancellation, delays suffered by Vendor, irrespective of cause, or the rejection by Purchaser of any goods shipped under this Purchase Order.

12. **Assignment**: Vendor may not assign or transfer this Purchase Order or any part hereof without the prior written consent of Purchaser.

13. **This Purchase Order is the final and integrated agreement of the parties, superseding all negotiations and prior agreements of the parties.**

ATTACHMENT "B"

INSURANCE REQUIREMENTS

1. Vendor agrees to procure and carry, at its sole cost, until completion of this Purchase Order and all applicable warranty periods, all insurance, with identical limits of liability and scope of coverages, as set forth below; provided, however:

1.1 All insurance is to be issued by companies and with liability limits acceptable to Purchaser.

1.2 Purchaser reserves the right to review certified copies of any and all insurance policies to which this Purchase Order is applicable.

1.3 Insurance certificates, written on a standard ACORD form, **and a copy of the additional insured endorsement,** must be received by Purchaser prior to any payment by Purchaser or delivery of goods.

2. Such insurance shall include the following terms and conditions:

2.1 All coverages obtained by Vendor, except professional liability if applicable, shall be on an occurrence policy form and not on a claims made policy form.

2.2 The cost of defense of claims shall not erode the limits of coverage furnished.

2.3 Advance notice of cancellation. All insurance certificates will state that all coverages are in effect and will not be canceled without thirty (30) days' prior written notice to Purchaser and other required additional insureds (except for non-payment of premium, for which at least ten (10) days advance notice shall be given to Purchaser) of such insurance and shall contain an endorsement stating the insurers agreement to provide such notice, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms, such as ACORD forms. **A copy of the Notice of Cancelation Endorsement must be furnished to Purchaser prior to delivery of goods**.

2.4 Severability of Interest. All insurance carried shall be endorsed to provide that, inasmuch as this policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured.

2.5 Commercial General Liability Insurance. Vendor shall obtain and maintain Commercial General Liability Insurance, on an occurrence form for the hazards of contractual liability insuring the indemnities set forth in the Purchase Order, including personal injury, death and property damage.

2.6 Excess Liability. Vendor shall maintain Excess Liability coverage on an umbrella form with minimum limits of $1,000,000.00 per occurrence and $1,000,000.00 aggregate.

2.8 Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers thereunder against Purchaser and all its assigns, subsidiaries, affiliates, employees, insurers and underwriters. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity has an insurable interest in the property damaged.

2.9 Additional Insureds. Purchaser shall be included as additional insureds under Vendor's furnished insurance, for ongoing and completed operations, using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/12), under the commercial general liability policy. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING.

2.10 Insurance Primary. All policies of insurance provided pursuant to this article shall be written as primary policies, and not in excess of the coverage of the indemnitee's insurance.

3. No Limitation of Liability. The required coverages referred to and set forth herein shall in no way affect, nor are they intended as a limitation on, Vendor's liability with respect to its performance of this Purchase Order.

4. Patent Liability. Vendor shall protect, defend and save Purchaser harmless from any liability, including costs and expenses, for, or on account of, any patented or unpatented invention, article or appliance manufactured or used in the performance of this Purchase Order, including their use by Owner and further agrees to pay all loss and expense incurred by Purchaser by reason of any such claims or suits, including attorneys' fees.

5. Professional Liability. If any design or other professional services are included in the Purchase Order, Vendor shall purchase, and maintain for a period of three years after the date of Final Completion, insurance covering claims arising out of the performance or furnishing of Design or Professional Services and for claims arising out of allegations of errors, omissions or negligent acts in connection with the Purchase Order. The policy shall be at least as broad as the coverage provided in Design Liability Policy, Member Companies of CNA Insurance, Form G-115692-A (Ed 02/96), with a minimum limit of $1,000,000 per occurrence and $2,000,000 aggregate.

5.1. Vendor shall require each designer providing design services engaged by Vendor to provide identical coverage.

MCINTIRE MANAGEMENT GROUP
D & W SYSTEMS SALES

Invoice

Date	Invoice #
10/19/2023	25654

120 E 15th Avenue
North Kansas City, MO 64116
Phone: 816-746-6669
Email: kc-sales@mmgonline.net

Bill To	Ship To
CITY OF PARKVILLE 8880 CLARK AVENUE PARKVILLE, MO 54152	CITY OF PARKVILLE 12303 NW HIWAY FF PARKVILLE, MO 64152

P.O. Number	Due Date
VERBAL JASON	11/18/2023

C.S.	S.O. #	Rep	Payment Terms	Ship Date	Freight Terms	Shipped Via	F.O.B.
C G	9117	BW-MO	Net 30	10/19/2023	PPA	OTHER	FACTORY

Quantity	Item Code	Description	U/M	Price Each	Amount
4	MHEL-COMMA...	HELIX COMMANDER 55 GALLON, WGT 490LBS		1,320.00	5,280.00
				Total	$5,280.00

MCINTIRE MANAGEMENT GROUP
D & W SYSTEMS SALES

Invoice

Date	Invoice #
10/19/2023	25654

120 E 15th Avenue
North Kansas City, MO 64116
Phone: 816-746-6669
Email: kc-sales@mmgonline.net

Bill To	Ship To
CITY OF PARKVILLE 8880 CLARK AVENUE PARKVILLE, MO 54152	CITY OF PARKVILLE 12303 NW HIWAY FF PARKVILLE, MO 64152

P.O. Number	Due Date
VERBAL JASON	11/18/2023

C.S.	S.O. #	Rep	Payment Terms	Ship Date	Freight Terms	Shipped Via	F.O.B.
C G	9117	BW-MO	Net 30	10/19/2023	PPA	OTHER	FACTORY

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				Total	$5,280.00

Finance Committee Meeting
Monday, October 30, 2023 4:30 PM
Administration Conference Room, City Hall

Minutes

1. **Call to Order**

Chair Wylie called the meeting to order at 4:30 p.m. A quorum was present.

Members Present: Chair Douglas Wylie, Vice Chair Bob Bennett, Dean Katerndahl, Philip Wassmer and Michael Lee (*via videoconference*)

City Staff Present: City Administrator Alexa Barton, Deputy City Administrator/Finance Director Bryan Kidney, Assistant City Administrator Jeffery Rhodes, Police Chief Kevin Chrisman (*via videoconference*), Public Works Director Dan Harper, Community Development Director Stephen Lachky (*via videoconference*), Parks & Recreation Director Brittanie Propes, Parks & Recreation Project Manager Chris Ashley and City Clerk Melissa McChesney

2. **Financial Updates**

A. **City Administrator Approvals**

City Administrator Alexa Barton provided an overview of approvals within her authority.

3. **Action Items**

A. **Approve the minutes for the October 9, 2023, meeting**

Bob Bennett moved to approve the minutes for the October 9, 2023, meeting. Philip Wassmer seconded; motion passed 5-0.

B. **Approve a small construction agreement with J. Richardson Construction to replace concrete trail in English Landing Park and to add dumpster pad in Platte Landing Park**

City Administrator Alexa Barton provided an overview of the three park items on the agenda. Parks and Recreation Director Brittanie Propes said that Terry Snelling Construction did the concrete work on the north side of the Waddell Bridge and when their quote was over $20,000 it required sealed bids per the City's Purchasing Policy. Because the City had not done work with J. Richardson Construction, staff checked references.

In regards to the Gateway Park project, Barton stated that the park would serve as a trailhead for the Highway 9 trail. Propes provided an overview of the amenities that would be placed in the park, noting that the work would begin in November and the landscaping would be done in the spring by City staff using funds from the Platte County Outreach Grant.

Bennett moved to recommend that the Board of Aldermen approve the agreement with J. Richardson Construction for the trail replacement at English Landing Park and the dumpster pad at Platte Landing Park for a total amount of $26,000. Wassmer

seconded; motion passed 5-0.

C. **Approve a construction agreement with J. Richardson Construction for the Gateway Park project**

Bennett moved to recommend that the Board of Aldermen approve the construction agreement with J. Richardson Construction for Gateway Park in the amount of $56,000. Wassmer seconded; motion passed 5-0.

D. **Approve the purchase order with Most Dependable Fountains for drinking fountains for the parks**

Parks and Recreation Director Brittanie Propes stated that the purchase order was for four fountains - two in the dog parks for dogs, one drinking fountain outside of the dog parks and one ADA drinking fountain with a water bottle filler at Gateway Park. The spigot near the dog parks would be removed, which would eliminate the oversaturated ground in the area.

Bennett moved to recommend that the Board of Aldermen approve the purchase order with Most Dependable Fountains for drinking fountains in the parks in the amount of $12,540. Wassmer seconded; motion passed 5-0.

E. **Renew an intergovernmental agreement with Mid-America Regional Council Solid Waste Management District for the 2023 Regional Household Hazardous Waste Collection Program**

City Administrator Alexa Barton said that the renewal was due by December 15 and the City had not received the dates for waste collection in 2024.

Chair Wylie said he would abstain from voting because he was the chair of the Solid Waste Management District.

Bennett moved to recommend that the Board of Aldermen renew the intergovernmental agreement with the Mid-America Regional Council Solid Waste Management District for the 2024 Regional Household Waste Collection Program. Wassmer seconded; motion passed 4-0.

F. **Approve a purchase order with State Tractor for salt and sand material for emergency snow operations**

City Administrator Alexa Barton said that State Tractor provided the low quote for the salt and sand mix used to treat roads during the winter season. Public Works Director Dan Harper said that the price per ton was lower than in 2022.

Bennett moved to recommend that the Board of Aldermen approve a purchase order with State Tractor for a salt and sand mixture at the rate of $72.00 per ton for the 2023-2024 winter season. Wassmer seconded; motion passed 5-0.

4. Non-Action Items

City Administrator Alexa Barton said that staff was working on an agreement with RTI to replace eNet to provide information technology services. Staff was preparing a 30-day notification letter and hoped that eNet would work in tandem with RTI during December to help with the transition. She said that staff reviewed the cooperative bids through the Mid-America Regional Council, but they were smaller organizations similar to eNet and the City needed a more active help desk. Staff was working to finalize the agreement and it would go directly to the Board of Aldermen on November 7. She added that RTI worked with Park University and the city of Independence.

5. Unfinished Business (postponed from prior meetings)

6. Other Business

7. Adjourn

Chair Wylie adjourned the meeting at 4:58 p.m.

Submitted by:

Melissa McChesney City Clerk	Approval Date

CITY OF PARKVILLE
Policy Report

Date: November 9, 2023

Prepared By:
Jeffery Rhodes, Assistant City Administrator

Reviewed By:
Alexa Barton, City Administrator

ISSUE:
Approve an agreement with Riverside Technologies Inc. for information technology managed services (Administration)

BACKGROUND:
As the City has grown, so has the need for additional information technology (IT) services. The City has outpaced the capacity of its current IT managed services provider, eNET, LLC. The proposed organization, Riverside Technologies Inc. (RTI), is a long-established, enterprise level IT services provider with a proven track record of success serving local municipalities and agencies.

Parkville is in need of significant upgrades to the IT infrastructure, hardware, software and internet services currently on hand. RTI will provide the needed consulting service as part of their agreement and assist the City with the bidding and procurement process for equipment and related services, including cyber security infrastructure, over three years. RTI will also provide onsite IT support for City operations and 24/7 remote helpdesk access through a web portal call center, and onsite service as needed.

The City will utilize a cooperatively bid agreement through the city of Independence to contract services with RTI. The City also sought a reference from Independence and met with their IT Department leadership to discuss the service provided by the contractor. RTI is also the IT services provider for Park University and they gave a positive reference for the services provided there.

City staff negotiated the proposed contract and RTI will start immediately upon approval by the Board of Aldermen. As per our existing contract, eNET has been given 30 days' notice of the termination of their contract with the City. There will be an approximate 30 day transition of services. The agreement with RTI is for three years on a month-to-month basis with a 90-day termination clause.

STRATEGIC GOAL(S):
Operational Excellence

BUDGET IMPACT:
For 2023, the budget impact will be $2,500 for the month of December, plus additional costs for hardware, security and software updates that may occur in FY 2023. There is currently $10,000 remaining in the IT support services budget for 2023.

For 2024, the estimated cost of this contract will be $30,000 ($2,500 per month). There is $40,000 budgeted in 2024 for these related services. Furthermore, the budget was increased for IT hardware, software, services and subscriptions to help fill gaps that currently exist in IT operations and there is remaining ARPA money for upgrading IT infrastructure – the City will consult with RTI on related needs and costs.

ALTERNATIVES:

1. Approve the agreement with RTI for IT services.
2. Approve the item, subject to changes.
3. Do not approve the item.
4. Postpone the item.

FINANCE COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATION:
Staff recommends that the Board of Aldermen approve the agreement for information technology managed service provision with Riverside Technologies, Inc.

POLICY:
The Purchasing Policy, Resolution No. 17-016, requires Board of Aldermen approval for all purchases above $10,000 upon recommendation of the Finance Committee.

SUGGESTED MOTION:
I move to recommend that the Board of Aldermen approve an agreement with Riverside Technologies, Inc. for information technology managed services in the amount of $2,500 per month.

ATTACHMENTS:
1. Agreement
2. Notice of Cancellation

PASSION, CREATIVITY, & TEAMWORK

RIVERSIDE TECHNOLOGIES, INC.

748 North 109th Court
Omaha, NE 68154

Managed Services Agreement

Parkville
Missouri

City of Parkville, MO

8880 Clark Avenue

Parkville, MO 64152

Terms of Agreement

This Agreement between **City of Parkville, MO**, herein referred to as "Company," and Riverside Technologies, Inc., herein referred to as "RTI," **is effective upon the date signed, shall remain in force for a period of three (3) years + 1 month - from December 1, 2023 – December 31, 2026**, and will be reviewed quarterly to address any necessary adjustments or modifications. Should adjustments or modifications be required that increase the monthly fees paid for the services rendered under this Agreement, these increases will be reviewed and amended in writing upon 90-day notice. An example of this would be an increase in number of systems by greater than 15%. The Service Agreement automatically renews for a subsequent two-year term beginning on the day immediately following the end of the Initial Term. The Agreement may be terminated at any time by either party upon 90-day written notice in accordance with the provisions set forth herein.

> If either party terminates this Agreement, with appropriate notice as set forth above, RTI will assist Company in the orderly termination of services, including timely transfer of the services to another designated provider. Company agrees to pay RTI the actual costs of rendering such assistance.

If you decide to discontinue your relationship with RTI or become an inactive customer, we will adhere to the confidentiality policies and practices as described in this notice.

Fees and Payment Schedule

Fees will be **$2500 per month**, invoiced to Company on a monthly basis. **Services under this Agreement shall commence on December 1, 2023 (the "Commencement Date"). Payment for the first month's fees shall be due no later than 15 days after the Commencement Date** and will become due and payable on the first day of each month. Services will be suspended if payment is not received within 30 days following date due. Refer to Appendix B for services covered by the monthly fee under the terms of this Agreement. All fees will be processed through ACH direct deposit. If Company decides to use another payment method, a processing fee of 10% will be assessed.

It is understood that any and all Services requested by Company that fall outside the terms of this Agreement will be considered Projects, which will be quoted, approved by authorized personnel, and billed as separate, individual Services.

Notice

All notices, requests, and communications under this Agreement shall be in writing. Notice shall be deemed to have been given on the date of service if personally served, emailed, or served by facsimile to the party to whom notice is to be given. If notice is mailed: it shall be deemed to be given within seventy-two (72) hours after mailing, if mailed to the party to whom notice is to be given by first-class mail, registered, or certified postage prepaid and addressed to the party at the address set out below, or any other address that any party may designate by written notice from time to time.

City of Parkville, MO
8880 Clark Avenue
Parkville, MO 64152

Riverside Technologies, Inc.
748 North 109th Court
Omaha, NE 68154

Taxes

It is understood that any federal, state, or local taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. Company shall pay any such taxes unless a valid exemption certificate is furnished to RTI for the state of use. City of Parkville Missouri is a tax exempt entity.

Coverage

Management of the Company's IT network will be provided to Company by RTI through remote means between the hours of 6 a.m. – 10 p.m. CST, Monday through Friday, excluding federally recognized holidays. Hardware costs of any kind are not covered under the terms of this Agreement.

Support and Escalation

RTI will respond to Company's tickets under the provisions of Appendix A. Tickets must be opened by Company's designated IT contact person, by email to the RTI Help Desk, or by phone if email is unavailable. Each call will be assigned a ticket number for tracking. RTI's escalation process is detailed in Appendix A.

Service Outside Normal Working Hours

Emergency services performed outside of the hours of 6 a.m. – 10 p.m. CST, Monday through Friday, excluding federally recognized holidays, shall be subject to provisions of Appendix B and approved for up to one (1) hour without further approval from Company.

Additional Maintenance Services

Hardware/System Support
RTI shall provide support of all hardware and systems specified in Appendix B, provided that all hardware is covered under a currently active vendor support contract and all software is genuine, currently licensed, and vendor supported. Should any hardware, systems, or software fail to meet these provisions, they will be excluded from this Service Agreement. Should 3rd party vendor support charges be required in order to resolve any issues, these will be passed on to Company after first receiving Company's authorization to incur them.

Virus Recovery for Currently Licensed, EDR-Protected Systems
Attempted recovery from damages caused by virus infection, not detected and quarantined by the latest EDR definitions, is covered under the terms of this Agreement. **This Service is limited to those systems protected with a currently licensed, vendor-supported and provided EDR solution.**

The environment must have a currently licensed, up-to-date, and vendor-supported, server-based EDR solution protecting all servers, desktops, notebooks/laptops, and email. RTI will provide this within the scope of the contract for all devices falling under this agreement.

Monitoring/Notification Services
RTI will provide ongoing monitoring and security services of all critical devices as indicated in Appendix

B. RTI will provide an email and/or text notification to Company regarding server interruptions **as designated by Company**. RTI will provide monthly reports as well as document critical alerts, scans, and event resolutions to Company. Should a problem be discovered during monitoring, RTI shall make every attempt to remotely rectify the condition in a timely manner. If Company requests action to be taken outside of normal business hours, see emergency service rates under the provisions of Appendix B.

Suitability of Existing Environment

Minimum Standards Required for Services

In order for Company's existing environment to qualify for RTI's Managed Services, the following requirements must be met:

- All servers must be running Microsoft Windows Operating Systems (2016 server or newer)
- All servers must have all of the latest Microsoft Service Packs and critical updates installed
- All desktop PCs and laptops must be running Microsoft Windows Operating Systems (Windows 10 or newer)
- All PCs/laptops must have the latest Microsoft Service Packs and critical updates installed
- All server and desktop software must be genuine, licensed, and vendor supported
- The environment must have a currently licensed, vendor-supported, server-based backup solution that can be monitored and send notifications on job failures and successes
- The environment must have a currently licensed, vendor-supported firewall between the internal network and the Internet
- Infrastructure equipment must be protected by a UPS
- All wireless business data traffic in the environment must be securely encrypted
- There must be an outside static IP address assigned to a network device, allowing RDP and/or VPN access
- Servers must ONLY be administered by RTI personnel

The environment must have a currently licensed, up-to-date, and vendor-supported, server-based EDR solution protecting all servers, desktops, notebooks/laptops, and email. RTI will provide this within the scope of the contract for all devices falling under this Agreement.

If the minimum standards of the Company network are not met at the start of the contract, RTI will provide an upgrade roadmap to assist Company in prioritizing to meet those requirements. Company will have 90 days to bring its network up to the required standards, unless otherwise noted in writing.

Costs required to bring the Company environment up to these minimum standards are not included in this Agreement.

Excluded Services

Service rendered under this Agreement **does not** include:

- Parts, equipment, or software not covered by vendor/manufacturer warranty or support
- The cost of any parts, equipment, or shipping charges of any kind
- The cost of any software, licensing, or software renewal/upgrade fees of any kind
- The cost of any 3rd party vendor or manufacturer support or incident fees of any kind
- The cost to bring the Company environment up to minimum standards required for services

- Failure due to acts of God, building modifications, power failures, or other adverse environmental conditions or factors
- Service and repair made necessary by the alteration or modification of equipment other than that authorized by RTI, including alterations, software installations, or modifications of equipment made by Company employees or anyone other than RTI. Servers are administered by RTI personnel only.
- Maintenance of application software packages, whether acquired from RTI or any other source, unless otherwise specified in Appendix B
- Programming (modification of software code) and program (software) maintenance, unless otherwise specified in Appendix B
- Training services of any kind

Alterations to Services or Equipment

If Company alters any services or equipment conducted by RTI without the express written consent of RTI, Company does so at its own risk and expense. RTI shall not be liable or responsible for problems created as a result of Company's alteration of services, equipment, and/or network or system. If Company would like RTI to correct/fix its alterations or problems relating thereto, such services by RTI will be considered a new project, and Company agrees that the same terms and conditions set out in this Agreement shall apply.

Obligation to Backup Software

Recovery coverage assumes data integrity on the Company backup media. RTI does not guarantee the integrity of the backups or the data stored on the backup media. Under this coverage, RTI will restore the server to the point of the last successful backup. If the server or its applications require additional configuration beyond the data provided by the latest backup, RTI will bill this portion at its standard time and materials rates.

Reimbursement for Supplies

On occasion, RTI may need to purchase spare parts, other equipment, supplies, accessories, or software; in that case, Company shall be responsible for and agrees to reimburse RTI for all such costs or expenses incurred under this project. No purchases will be made without prior approval from Company.

Company Warranty Regarding Software Licensing

Company warrants that all software it provides to RTI for installation, configuration, or use in any way, has been legally obtained and is properly licensed. Company further warrants that it has legally purchased a sufficient number of copies of such software and that it has not violated any licensing laws.

RTI has no knowledge regarding licensing of software provided to it by Company, and Company indemnifies RTI for any installation, configuration, or use of such software. Company understands and acknowledges that it shall be solely responsible and liable for all licensing and purchasing of software.

Company will provide all software installation media and key codes in the event of a failure.

Limitation of Liability

RTI shall not be liable to Company for direct damages greater than the amount or price payable hereunder for its services. Further, RTI shall not be liable to Company for any special, indirect, incidental, consequential, or punitive damages arising out of or relating to this Agreement, whether the claim alleges tortuous conduct (including negligence) or any other legal theory.

In no event shall RTI be held liable for indirect, special, incidental, or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

Relationship

RTI provides Services to Company hereunder as an independent contractor, and this Agreement shall not be construed as a partnership or joint venture.

Non-Solicitation of Employees

Company acknowledges that RTI has a substantial investment in its employees that provide Services to Company under this Agreement and that such employees are subject to RTI's control and supervision. In consideration of this investment, Company agrees not to solicit, hire, employ, retain, or contract with any employee of the other, without first receiving RTI's written consent.

Confidentiality

RTI and its agents will not use or disclose Company information, except as necessary for or consistent with providing the contracted services, and will protect against unauthorized use.

Authorization

Company acknowledges that the person signing this Agreement on its behalf is authorized to do so and may bind Company to all the terms and conditions contained herein, and represents and warrants that such person is acting within the scope of his or her authority as an officer, director, or duly authorized agent or employee of Company.

Governing Law

Any controversies arising out of or relating to this Agreement or the interpretation, performance, or breach thereof shall be settled in Missouri. Judgment upon any award rendered may be entered and enforced in any court having jurisdiction. This constitutes the entire Agreement between Company and RTI for the monitoring/maintenance/service of all equipment listed in Appendix B.

Missouri law shall govern the construction, validity, and interpretation of this Agreement and the performance of its obligations.

RTI is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

Acceptance of Service Agreement

This Service Agreement covers only those services and equipment listed in Appendix B. RTI must deem acceptable any equipment/services Company may want to add to this Agreement after the effective date. The addition of equipment/services not listed in Appendix B at the signing of this Agreement, if acceptable to RTI, shall result in an adjustment to Company's monthly charges.

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:

Name – Riverside Technologies, Inc.	Date
Name – City of Parkville, MO	Date

Appendix A

Response and Resolution Times

Management of the Company's IT network will be provided to Company by RTI through remote means between the hours of 6 a.m. – 10 p.m. CST, Monday through Friday, excluding federally recognized holidays.

The following table shows the targets of response and resolution times for each priority level:

Trouble	Priority	Response time (in hours)	Escalation threshold (in hours)
Service not available (all users and functions unavailable).	1	Within 1 hour	2 hours
Significant degradation of service (large number of users or business-critical functions affected).	2	Within 4 hours	8 hours
Limited degradation of service (limited number of users or functions affected, business process can continue).	3	Within 24 hours	48 hours
Small service degradation (business process can continue, one user affected).	4	Within 48 hours	96 hours

Support Tiers

The following details describe our support tier levels:

Support Tier	Description
Tier 1 Support	All support incidents begin in Tier 1, where the initial trouble ticket is created, the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated.
Tier 2 Support	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced engineers.

Tier 3 Support	Support incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced engineers who have the ability to collaborate with 3rd party (vendor) support engineers to resolve the most complex issues.

Support Steps

- Support request is received
- Trouble ticket is created
- Issue is identified and documented in Help Desk system
- Issue is qualified to determine if it can be resolved through Tier 1 Support

If issue can be resolved through Tier 1 Support:

- Level 1 resolution – issue is worked to successful resolution
- Quality control – issue is verified to be resolved to Company's satisfaction
- Trouble ticket is closed, after complete problem resolution details have been updated in the Help Desk system

If issue cannot be resolved through Tier 1 Support:

- Issue is escalated to Tier 2 Support
- Issue is qualified to determine if it can be resolved by Tier 2 Support

If issue can be resolved through Tier 2 Support:

- Level 2 resolution – issue is worked to successful resolution
- Quality control – issue is verified to be resolved to Company's satisfaction
- Trouble ticket is closed, after complete problem resolution details have been updated in the Help Desk system

If issue cannot be resolved through Tier 2 Support:

- Issue is escalated to Tier 3 Support
- Issue is qualified to determine if it can be resolved through Tier 3 Support

If issue can be resolved through Tier 3 Support:

- Level 3 resolution – issue is worked to successful resolution
- Quality control – issue is verified to be resolved to Company's satisfaction
- Trouble ticket is closed, after complete problem resolution details have been updated in the Help Desk system

If issue cannot be resolved through Tier 3 Support:

- Issue is escalated to onsite support
- Issue is qualified to determine if it can be resolved through onsite support

If issue can be resolved through Onsite Support:

- Onsite resolution – issue is worked to successful resolution
- Quality control – issue is verified to be resolved to Company's satisfaction
- Trouble ticket is closed, after complete problem resolution details have been updated in the Help Desk system

Appendix B

General

Description	Frequency	Included?
Document software and hardware changes	As needed	YES
Backup alerts / ensure backups run as scheduled	Daily	YES

Servers

Description	Frequency	Included?
Manage servers – see details below*	Ongoing	YES
Monitor all server services	Ongoing	YES
Ensure service packs, patches, and hotfixes remain current as per company policy	Monthly	YES
Check event log of every server and identify any potential issues	Monthly	YES
Monitor hard drive free space on server	Ongoing	YES
Exchange server user / mailbox management	As needed	YES
Monitor active directory replication	Ongoing	YES
SQL server management	As needed	YES
Reboot servers if needed	Monthly	YES
Schedule off-time server maintenance (after hours)	Monthly	YES
Install supported server software upgrades	As needed	YES

Set up and maintain groups / active directory	As needed	YES
Check status of backups	Daily	YES

Alert Company of dangerous conditions - Memory running low - Hard drive showing sign of failure - Hard drive running out of disk space - Controllers losing interrupts - Network cards reporting unusual collision activity	Monthly	YES
Address file issues (deleted files, corrupted files, etc.)	As needed	YES
Clean and prune directory structure to keep it efficient and active	As needed	YES

Network

Description	Frequency	Included?
Check router logs	As needed	YES
Conduct performance monitoring / capacity planning	Ongoing	YES
Monitor switches and Internet connectivity, and make sure everything is operational (available for SNMP manageable devices only)	Ongoing	YES
Maintain office connectivity to the Internet	Ongoing	YES

Security

Description	Frequency	Included?
Check firewall logs	As needed	YES
Confirm that EDR virus definition auto updates have occurred	Daily	YES
Confirm that anti-spyware updates have occurred	Daily	YES
Confirm that backup has been performed on a daily basis	Daily	YES

Create new directories, shares, security groups, and new accounts; disable/delete old accounts; manage account policies	As needed	YES
Manage permissions and file system	As needed	YES
Set up new users including login restrictions, passwords, and security	As needed	YES
Set up and change security for users and applications	As needed	YES
Monitor for unusual activity among users	As needed	YES

Devices

Description	Frequency	Included?
Manage desktops	Ongoing	YES
Manage other networked devices / printers under an existing support agreement	Ongoing	YES
Set up mobile devices	As needed	NO

Applications

Description	Frequency	Included?
Ensure Microsoft ActiveSync applications are functioning	As needed	YES
Ensure Adobe Acrobat applications are functioning	As needed	YES
Ensure Backup applications are functioning	Ongoing	YES

Vendor Management (if under support agreement with vendor)

Description	Frequency	Included?
LOB (line-of-business software) – under support agreement	If supported	YES
QuickBooks or business accounting package	If supported	YES
Copier vendors	If supported	YES
Time and attendance software	If supported	YES

Scanning devices	If supported	YES
Manufacturing / devices on the network	If supported	YES

***Manage Servers Details**

Description	Frequency	Included?
Remote PC management / Help Desk	8 a.m. – 5 p.m. M-F	INCLUDED
Remote server management	8 a.m. – 5 p.m. M-F	INCLUDED
Remote network management	8 a.m. – 5 p.m. M-F	INCLUDED
Remote network devices and printers	8 a.m. – 5 p.m. M-F	INCLUDED
Network monitoring	24 x 7 x 365	INCLUDED
RTI lab labor	8 a.m. – 5 p.m. M-F	INCLUDED
Onsite labor (if deemed necessary by RTI)	8 a.m. – 5 p.m. M-F	INCLUDED
Description	**Time**	**Rate**
Remote PC service and support / Help Desk (billed in ½-hour increments)	10 p.m. – 6 a.m. M-F	$ 150 / hour
Remote printer management (billed in ½-hour increments)	10 p.m. – 6 a.m. M-F	$ 150 / hour
Remote network management (billed in ½-hour increments)	10 p.m. – 6 a.m. M-F	$ 150 / hour
Remote server management (billed in ½-hour increments)	10 p.m. – 6 a.m. M-F	$ 150 / hour
RTI lab labor	10 p.m. – 6 a.m. M-F	$ 150 / hour
Onsite labor	10 p.m. – 6 a.m. M-F	$ 150 / hour
Remote labor All other times (weekends and holidays) (billed in ½-hour increments)		$ 200 / hour
RTI lab labor All other times (weekends and holidays)		$ 200 / hour

Appendix C

Notwithstanding any other provision of the contractual documents, in no circumstance shall RTI be liable to Company under or in connection with the contractual documents or otherwise for:

- Any loss or corruption of data (whether temporary or permanent);
- Consequential, indirect, or incidental loss;
- Inability to restore data due to the loss of Company's encryption keys;
- Loss of profits, revenue, business, or anticipated savings or increased expenses.
- RTI does not guarantee the integrity of the backups or the data stored on the backup media.

To the extent permitted by Missouri Law, Company shall indemnify RTI on demand against any and all reasonable costs, expenses (including, without limitation, legal costs), liabilities, losses, damages, claims, demands, and judgments that Company incurs or suffers as a result of an uncured breach of a material provision of this agreement by the company.

Covered equipment:	30 computers, EDR
Managed servers:	10 servers

Anti-malware, Forti-EDR, software updates, and management software included with contract

Covered software / vendor management (under support contract):

Covered hardware with a support agreement and/or in-warranty / vendor management (under support contract):

<u>Backup Recovery Guarantee</u>

RTI guarantees that in the event of a hardware failure, an OS security exploitation, or a server-side virus infection, Company will not be billed for the labor required to restore your server to the point provided by the last good and available backup. Furthermore, Company reserves the right to request that the backup recovery service be delivered during business hours, nights, and/or weekends. RTI will attempt to the best of its available resources to meet Company's scheduling requests.

<u>Scheduled Maintenance Windows</u>

RTI will regularly install patches and critical updates to Company's server to help ensure that Company is guarded against the latest vulnerability threats. For many of these updates to be installed properly, Company's server must be restarted. RTI will restart Company's servers, as necessary, between our regular maintenance window of 11 p.m. and 4 a.m. CST, Sunday through Saturday. If the expected downtime is greater than 15 minutes, then RTI's managed services staff will contact Company to inform Company of the outage. Company reserves the right to request that RTI reschedule the outage to align with Company's business needs.

Qualifications

In order to qualify for RTI's backup recovery coverage, Company's environment must comply with the following requirements:

Initials

_____ All servers must be running Microsoft Windows Operating Systems (2016 server or newer)
_____ All servers must have all of the latest Microsoft Service Packs and critical updates installed
_____ All desktop PCs and laptops must be running Microsoft Windows Operating Systems (Windows 10 Pro or newer)
_____ All PCs/laptops must have the latest Microsoft Service Packs and critical updates installed
_____ All server and desktop software must be genuine, licensed, and vendor supported
_____ The environment must have a currently licensed, vendor-supported, server-based backup solution that can be monitored and send notifications on job failures and successes
_____ The environment must have a currently licensed, vendor-supported firewall between the internal network and the Internet
_____ Infrastructure equipment must be protected by a UPS
_____ All wireless business data traffic in the environment must be securely encrypted
_____ There must be an outside static IP address assigned to a network device, allowing RDP and/or VPN access
_____ Servers must ONLY be administered by RTI personnel
_____ All hardware that is replaced must be under Manufacturer Warranty, or it will be quoted and approved accordingly

Backup Recovery Service Exclusions

RTI reserves the right to bill for labor incurred during a server recovery if circumstances surrounding Company's server failure meet the following codifications in whole or in part:

1. Company fails to adhere to all of the requirements outlined in the above "Qualifications" section
2. Environmental failure events that render hardware unusable
3. Force majeure events beyond RTI's reasonable control including but not limited to acts of God, government regulation, labor strikes, natural disaster, and national emergency

CITY OF PARKVILLE * 8880 Clark Avenue * Parkville, MO 64152 * (816) 741-7676 * (816) 741-0013

November 8, 2023

VIA Regular Mail, Certified Mail, and Electronic Mail

ENET, LLC
Attn: Eddie Seasholtz
eddie@enetkc.com
PO Box 24285
Stanley, KS 66283

RE: Service Agreement between the City of Parkville, Missouri and ENET, LLC, dated September 3, 2013; Notice of Cancellation

Dear Mr. Seasholtz:

This letter comes as notice of cancellation, pursuant to Section 9 of the Service Agreement between the City of Parkville, Missouri and ENET, LLC. Since the City is not electing to renew this month-to-month Service Agreement, it will terminate at the end of the mandatory thirty (30) day notice window on Wednesday, December 13, 2023.

As per the agreement, the City is requesting ENET, LLC to work with the incoming IT service provider, Riverside Technologies, Inc. (RTI) and facilitate the transfer of all system information, system access information, onsite and offsite server backup and data recovery files, and any other data or files necessary to the operation of the City, to the new service provider. Additionally, the City desires to have ENET, LLC work with the incoming service provider to ensure a smooth transition and prevent any service interruptions, through the end of the contract date – December 29, 2023.

The City sincerely appreciates the services provided by ENET, LLC over the last decade. The skill and care that has been provided in helping the City manages its IT infrastructure has enabled City staff to grow and prosper in their service to the community. Thank you Eddie, Angie, and the entire ENET team.

Regards,

Jeffery Rhodes
Assistant City Administrator

cc: Board of Aldermen – City of Parkville, Missouri
Alexa Barton, City Administrator
Melissa McChesney, City Clerk (for the file)