

TECHNOLOGY SERVICES AGREEMENT

THIS AGREEMENT, made and entered on 05/01/2024 between City of Fallon, hereinafter referred to as “City”, and Oasis Online, hereinafter referred to as “Contractor”. The City and the Contractor are collectively referred to as the “Parties”.

WITNESSETH

WHEREAS, the City is, by law, given reasonable and necessary powers to attain the ends for which the City was established and to promote the welfare of the community, and

WHEREAS, The Contractor represents that it possesses the necessary qualifications and experience to render and perform such services of value to the City.

NOW THEREFORE, the Parties hereto agree as follows:

ARTICLE I **PERIOD OF PERFORMANCE**

This agreement shall be effective from May 1, 2024 through April 30, 2025, with a (1) year extension option in accordance with the provisions of this Agreement. The term of this Agreement may be modified for purposes of continuing or completing work underway upon mutual written agreement of the Parties.

ARTICLE II **SCOPE OF WORK**

1. The City hereby agrees to engage the Contractor to provide the City with Information Systems Management Services (the “Services”) which includes but is not limited to:

- Network Management
 - Server Installation/Configuration
 - Firewall Installation and Maintenance
 - Bandwidth Monitoring
 - Network Troubleshooting
 - Evaluating and Recommending Hardware
 - User Account Creation and Management

- Software/Hardware Monitoring and Update
 - Diagnostics
 - Backup Solutions

- Imaging Solutions
 - Filtering Solutions
 - Cybersecurity Training/Assessment
 - Liaison Between Third Party Vendors and the City.
 - Software Installations e.g.
 - Windows Server
 - Various Linux Distributions
 - Remediation Software
 - Office Productivity Software
 - Remote Management
 - Personnel/Business Management
 - Advise all technology personnel
 - Research and Review all technology purchases to ensure network compatibility
 - Assist with the technology budget
 - Serve as technology liaison to Administration, City Council, and Staff
 - Chair Tech Committee (if requested)
 - Help Desk
 - Manage Help Desk operations
 - Meet with Technicians daily to prioritize Help Tickets and projects
 - Manage Day to Day PC repairs, printers, software installations and upgrades, imaging computers, login problems, etc.
 - Provide Tech support to end users (All City Staff)
2. The Services will also include any other tasks which the Parties may agree upon in writing. The Contractor hereby agrees to provide such Services to the City.
 3. These Services will extend to all City departments including the City Police Department
 4. Contractor shall provide personnel to perform duties as described in Article II, Scope of Work.

ARTICLE III COST AND PAYMENT

- A. For and in consideration of the Services which are made the subject of this Agreement, the City shall pay to the Contractor the sum not to exceed \$133,200.00 (One Hundred Thirty Three Thousand Two Hundred Dollars) annually.
- B. If Services are needed during non-normal working hours or the Contractor Holidays (as set forth below) the City will be billed at one and a half times the normal hourly rate or \$187.50 per hour.
- Normal working hours for the Contractor is Monday – Friday, 7:00 am – 5:00 pm.
 - The Contractor Holidays - all federal holidays including Nevada Day.
- C. Travel
- Mileage - If travel exceeds a 30-mile radius from Fallon the then current GSA rate will be assessed with **no** hourly technician travel rate.
- D. Payment schedule: Payments shall be made monthly upon the receipt and approval of a completed monthly invoice. All processing of invoices and payments will be according to City accounting procedures and timelines. Monthly invoices in the amount of \$11,100.00 will be submitted to the City by the Contractor on the 10th of every month. Invoices for the month's services will be due and payable by the 10th of the following month.
- E. CPI Increase: The pricing set forth in Article III, Section A, shall increase on or about July 1st of each year by a percentage equal to the seasonally-adjusted CPI Increase. The "CPI Increase" is the percentage by which the Consumer Price Index ("CPI") for May of the current year exceeds the CPI for May of the prior year. The term "CPI" shall mean the United States Department of Labor, Bureau of Labor Statistics, Washington, D.C. — Consumer Price Index for All Urban Customers seasonally adjusted U.S. city average: All items as periodically published, or if such CPI shall be discontinued, then any other comparable or similar index as shall be periodically published by the United States Department of Labor or any other Department or Division of the United States Government. The CPI Increase will be applied after considering, and adjusting for, any changes in account characteristics or Services during the intervening period as well as projected changes in such characteristics and/or Services upon mutual agreement of the Parties.
- F. This contract will be reviewed, by the Parties, on or before May 1, 2025 to assess the needs of the City and/or the Contractor. Considerations may include:
- Scope of work
 - Increased or decreased workload
 - Costs

If both Parties agree, the contract may be extended for one (1) additional year, through April 30, 2026.

ARTICLE IV **CONFIDENTIALITY**

- A. "Confidential information" refers to any data or information relating to the business of the City which would reasonably be considered to be proprietary to the City including, but not limited to, accounting records, business processes, and City records and that which is not generally known in the industry of the City and where the release of that Confidential Information could reasonably be expected to cause harm to the City.
- B. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which the Contractor has obtained, except as authorized by the City or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
- C. All written and oral information and material disclosed or provided by the City to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

ARTICLE V **GENERAL PROVISIONS**

The City and the Contractor further agree that:

- A. **Direction.** The services are to be conducted under the general direction of the City Clerk/Treasurer, or the designated representative of the City.
- B. **Jurisdiction.** This agreement shall be construed and interpreted according to the laws of the State of Nevada, and any recourse to judicial action shall be in a court of competent jurisdiction in the County of Churchill, State of Nevada, and to the exclusion of all other jurisdictions.
- C. **Entire Agreement.** This agreement constitutes the entire agreement and understanding between the Parties and supersedes any and all other agreements, communications, understandings, promises, stipulations, arrangements, where any of the same are either oral or in writing, or express or implied, between the Parties hereto with respect to the subject matter herein. No change or modification of the Agreement shall be valid or binding unless in writing and signed by the Contractor and a duly authorized representative of the City.
- D. **Liability Claims.** The Contractor agrees to fully exonerate, indemnify, and save and hold the City, its agents or employees, harmless from and against all claims or actions, and all expenses or actions based upon or arising out of damage or injury (including death) to

persons or property caused by or sustained in connection with the performance of the Agreement by the Contractor or its agents or employees.

- E. **Assignment.** The Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Agreement without prior written consent of the City.
- F. **Document Inspection.** The books, records, documents, and accounting procedures and practices of the Contractor relevant to this Agreement shall be subject to inspection, examination, and audit by the City and local and state agencies having jurisdictional authority.
- G. **Legal Relationship.** The City and the Contractor acknowledge and agree that the Contractor is an Independent Contractor and not an employee, partner, or joint venture of the City and this Agreement creates no legal relationship between the City and the Contractor other than that of Independent Contractor. No acts of or agreements entered into by that Independent Contractor shall be binding upon the City unless expressly authorized in writing by the City. The Contractor shall not hold itself out to be an employee of the City, and the Contractor will not be treated as an employee of the City. If the City provides its employees with any fringe benefits, including, but not limited to, any group insurance coverage, participation in any pension and/or profit sharing plans trusts, vacation pay, disability pay, death benefits, and bonuses, the Contractor shall not be entitled to receive any of them.
- H. **Copyright and Publication.** The term “materials” as used herein denotes writings, sound recordings, films, pictorial reproduction, drawings, or other graphic representations, computer programs, and work of similar nature produced or specified to be delivered under this Agreement. The Contractor agrees that it will not establish any claims to statutory copyright or assert any right at common law or equity in any of the materials delivered to the City that is called for in Article II of this Agreement. Permission to reference any of the materials produced under this Agreement must be granted in writing by the City.
- I. **Reimbursement of Expenses.** The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services. All expenses must be pre-approved by the City.
- J. **Notices.** All notices required or permitted by law or by the terms of this Agreement shall be in writing and shall be considered when given upon personal service of a copy to the Party or 48 hours after mailing such notice by certified or registered mail, postage prepaid, receipt for delivery requested, addressed to the Party and properly deposited in the United States mail.
- K. **Termination.** This Agreement may be terminated by either party, with or without cause, at any time upon service of a 90-day written notice of termination to the other party.

