



MEDINA, WASHINGTON

AGENDA BILL

Monday, December 13, 2021

Subject: Resolution Authorizing the City Manager to Enter into a Contract Amendment with PC Specialists, Inc. dba Technology

Category: Consent/Resolution

Staff Contacts: Emily Miner, Assistant City Attorney and Aimee Kellerman, City Clerk

Summary

The City entered into a contract with Technology Integration Group (“TIG”) in September of 2020 for IT services after the City of Kirkland gave notice that they were terminating their IT services contract with the Medina.

The initial contract period with TIG was a trial period of four months, which was subsequently extended for another 12 months and is slated to expire December 31, 2021. City staff continues to be satisfied with TIG’s performance and recommend extend the contract for another three years under the same terms and conditions as the initial contract, except with increased rates to reflect cost of living increases and minor revisions to reflect industry standards.

Attachments

1. Resolution No. 423 Authorizing the City Manager to execute the TIG Contract Amendment extending the contract period for one year, to December 31, 2024.
2. Second Amendment to the Professional Services Contract No. 13 between the City of Medina and PC Specialists, Inc.

Budget/Fiscal Impact: See Contract Terms

Recommendation: Approve.

City Manager Approval:

Proposed Council Motion: “I move to approve Resolution No. 422 authorizing the City Manager to execute the Second Amendment to Professional Services Contract No. CO 13-2 between the City of Medina and PC Specialists, Inc. dba Technology Integration Group.”

CITY OF MEDINA, WASHINGTON

RESOLUTION NO. 422

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MEDINA, WASHINGTON, AUTHORIZING THE CITY MANAGER TO ENTER INTO A SECOND CONTRACT AMENDMENT WITH PC SPECIALISTS, INC.

WHEREAS, the city entered into an initial contract with PC Specialists on September 1, 2020 for information and technology consulting services ("Agreement"); and

WHEREAS, the city entered into a contract amendment on January 1, 2021 to extend the contract for a one-year term; and

WHEREAS, the Agreement is set to expire on December 31, 2021; and

WHEREAS, the city staff continues to be satisfied with TIG's performance and recommends extending the contract for another three-year term under the same terms and conditions as the initial contract, except with increased rates to reflect cost of living increases and minor revisions to reflect industry standards.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MEDINA, WASHINGTON, RESOLVES AS FOLLOWS:

Section 1. Contract Authorized. The City Council authorizes the City Manager to execute the second amendment to the Professional Services Contract No. 13 between the City and PC Specialists, Inc. dba Technology Integration Group, as attached and incorporated herein.

Section 2. Effective Date. This Resolution shall be effective upon its adoption by the City Council.

PASSED BY THE CITY COUNCIL OF THE CITY OF MEDINA ON DECEMBER 13, 2021 AND SIGNED IN AUTHENTICATION OF ITS PASSAGE ON DECEMBER 13, 2021.

Jessica Rossman, Mayor

Approved as to form:
Ogden Murphy Wallace, PLLC

Attest:

Scott M. Missall, City Attorney

Aimee Kellerman, City Clerk

ATTACHMENT 1

FILED WITH THE CITY CLERK: XX
PASSED BY THE CITY COUNCIL: XX
RESOLUTION NO. XXX

Second Amendment to Professional Services Contract No. 13 between
The City of Medina and PC Specialists, Inc.

This Second Amendment (“Amendment”) to Professional Services Contract No. 13 between the City of Medina and PC Specialists, Inc. (“Agreement”) is entered into between the City of Medina, a municipal corporation of the State of Washington (“City”) and PC Specialists, Inc., dba Technology Integration Group (“Consultant”), individually a “party” and collectively “the parties”.

WHEREAS, the Agreement between the parties was executed on September 1, 2020 and expired on December 31, 2020; and

WHEREAS, the parties executed a First Amendment (“First Amendment”) on December 21, 2020 to amend Section 4 of the Agreement to extend the term of the Agreement for another year, to December 31, 2021; and

WHEREAS, the parties now desire to amend the term of the Agreement for an additional three (3) year period; and

NOWHEREFORE, in consideration of the mutual benefits set forth below, the sufficiency of which the parties both acknowledge, the parties agree as follows:

1. Section 4 of the Agreement is hereby amended to read as follows:

The term of the Consultant’s performance shall end on or before ~~December 31, 2021~~ December 31, 2024, unless the Parties agree in writing to extend the term or as otherwise provided herein.

2. Section 6 of the Agreement is hereby amended to read as follows:

The Consultant shall be paid on the basis of time actually expended and out-of-pocket expenses in accordance with the fee schedule attached and incorporated as **Exhibit B**. Expenses not identified in **Exhibit B** will not be reimbursed by the City. ~~In no event shall the total compensation and expenses paid to the Consultant under this Agreement exceed fifty thousand dollars (\$50,000).~~

3. Section 10 of the Agreement is hereby amended to read as follows:

10.1 ~~The Consultant~~ Each Party (each an “Indemnifying Party”) shall fully indemnify, defend and hold harmless the ~~City~~ other Party, its officers, officials, employees, and volunteers (collectively Indemnified Parties) from and against all allegations, claims, damages, losses, injuries, costs and expenses, including attorneys or other professional fees (collectively Claims) asserted against any Indemnified Parties arising out of or resulting from the ~~Consultant’s~~ Indemnifying Party’s performance of the Services or any obligation under this Agreement, except for and to the extent of injuries and damages caused by the sole negligence of the Indemnified Parties. Such obligation shall not be construed to

negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. Where an Indemnified Claim is caused by or results from the concurrent negligence of the Indemnified Parties and the ~~Consultant~~ Indemnifying Party, the ~~Consultant~~ Indemnifying Party's duty to indemnify and defend the Indemnified Parties shall apply only to the extent of the negligence of the ~~Consultant~~ Indemnifying Party or its employees, subcontractor's agents or other parties for whom the ~~Consultant~~ Indemnifying Party is responsible.

10.2 Title 51 Status. Each Party's obligations under this Section 10 include, but are not limited to, all claims against any Indemnified Parties by an employee or former employee of the ~~Consultant~~ Indemnifying Party or any of its subcontractors or agents. For this purpose, each party expressly waives, as respects the City and Indemnified Parties only all immunity and limitation on liability under any Industrial Insurance Act, including Title 51 RCW, or other worker's compensation act, disability act, or other employee benefit act of any jurisdiction which would otherwise be applicable.

BY SIGNING THIS AGREEMENT, THE CITY AND CONSULTANT CERTIFY THE WAIVER OF IMMUNITY SPECIFIED BY THIS PROVISION WAS MUTUALLY NEGOTIATED.

10.3 ~~The Consultant's~~ Each Party's obligations under this Section ~~9~~ 10 shall survive expiration or termination of the Agreement. In the event of litigation between the Parties to enforce the rights under this Section 10, reasonable attorney fees and costs shall be awarded to the prevailing party.

4. Exhibit A of the Agreement is repealed and replaced with a new Exhibit A, attached and incorporated herein.

5. Exhibit B of the Agreement is repealed and replaced with a new Exhibit B, attached and incorporated herein.

6. In the event of any conflict between this amendment, the First Amendment, and the Agreement, the language of this Second Amendment shall prevail. In all other respects the Agreement shall remain the same and in full force and effect

CITY OF MEDINA

PC SPECIALISTS, INC
dba Technology Integration Group

By: _____
Michael Sauerwein

By: _____
Tom Janecek

Date: _____

Date: _____

Approved as to Form:

By: _____
City Attorney

Date: _____

EXHIBIT A

SCOPE OF SERVICES

OVERVIEW

This document addresses a support agreement between City of Medina (“Customer”) and Technology Integration Group (“TIG”) to cover technical support and maintenance for the technology listed in the Scope of Services section below.

Length of Agreement: This agreement is valid for three (3) years from the Effective Date.

SCOPE OF SERVICES

Coverage

Services Supported

- Two (2) scheduled ½ day on-site visits per week
- Networking Infrastructure
- Servers
 - Fourteen (14) Virtual Machines
 - Four (4) vCenter Management Servers
 - One (1) FMC Physical Server
 - One (1) Backup Storage Target for SRV-MEDBACKUP Server – NetApp
- Cisco ASA Firewalls
 - One (1) at HQ
- Cisco and Dell Switches
- Cisco Routers
- Cisco Firepower, Umbrella, and AMP
- UPS's
- Veeam Backups
- Dedicated Project Management
- Dedicated primary and secondary engineering support (both remote and on-site)
- Executive Technology Reviews

Optional Support Services

Although routine maintenance will address most problems, there are issues that occur – whether hardware or software – which will require rapid response on-site. TIG recommends block of dollars to provide for this level of support. Once this block of dollars is depleted, more hours can be acquired at a discounted rate due to being a member of TIG MANAGE. An open PO can also be placed with TIG for additional support Services and additional support Services will be billed as they occur.

COVERAGE AND PROCEDURES

Agreement Coverage

The coverage period for this agreement is for standard work week, Monday – Friday, 8am – 5pm, local time of the Customer site, excluding designated TIG holidays. This is a three (3) year agreement and covers remote and onsite support work for existing Customer equipment. This contract does not cover new projects which are defined as any functional change outside of the current specification or operation of the existing deployment and/or changes to components, circuits, or other third-party provided circuits or network connectivity, etc.

Service	Hours of Coverage	Surcharges *
Support Center (Service desk Support)	Monday through Friday, 8:00 AM to 5:00 PM (PST)	Included
Normal On Site Service	Monday through Friday, 8:00 AM to 5:00 PM	Contract Rate x 1
On-Call Service	As defined or N/A	Contract Rate x 1.5 (1 hr. minimum)
Extended On Site Service	Monday through Friday, 5:01 PM to 7:59 AM Saturday, 8:00 AM to 5:00pm	Contract Rate x 1.5 (1 hr. minimum)
Weekend On Site Service	Sundays and National Holidays	Contract Rate x 2 (2 hr. minimum)

TIG Holiday Schedule

Designated Holiday	Date Observed
New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

Trouble Reporting Procedure and Response Time: All support requests must route through TIG's Support Desk. TIG will work with Customer representatives to verify the problem and determine the appropriate Priority Level (see below for definition of priority levels) of the request. TIG will work with Customer representatives to identify and resolve the problem.

Customer will acknowledge successful resolution of the problem by providing acceptance.

Priority Levels and Response Times

The Priority levels are defined as follows:

Priority Level 3 (P3)

Customer requires information or assistance concerning system component capabilities, configuration or use. There is little or no impact to your business operations.

Examples: User Profile/Account Changes; System Features.

Response Time: Four (4) Hours

Priority Level 2 (P2)

Operational performance of the system and/or network is impaired, but most/critical business operations remain functional. That is, a single user or group of users is/are experiencing problems; or a non-critical system feature is experiencing difficulties or is inoperable. Customer and TIG will commit resources during normal business hours to restore service to satisfactory levels.

Examples: Single or multiple feature(s) and/or devices not functioning, including user(s) unable to login, problem with email account(s), or a feature such as a Power Outage causing system-wide loss of internet access.

Response Time: Two (2) Hours

Priority Level 1 (P1)

Operation of an existing system and/or network is severely degraded, or significant aspects of Customer business operations are negatively impacted, or a "site" or "critical component" is completely non-functional. Customer and TIG will commit all necessary resources to resolve the situation.

Examples: Internet access is down; Server(s) are down or are not accessible.

Response Time: One (1) Hour

SERVICE EXCLUSIONS AND ASSUMPTIONS

Service Exclusions

The following items are excluded from support under this agreement:

- Applications (functionality/performance) unless specifically included.
- Network attached devices must be configured within the supported parameters of the network/Cisco Unified Communications system:
 - TIG will support on-net and off-net faxing for fax machine Analog Telephony Devices (not including FAX machines) configured within the supported parameters of the Cisco/Meraki network/Cisco Unified Communications system.
- Layer 1 Structured Network Cabling:
 - TIG will assist remotely in fault isolation to the cabling as configured within the IP-based voice components and/or devices (i.e. phones).
- Service Provider Demarcation Points.
- Service Provider Circuits:
 - TIG is not contracted to provide voice or data circuits, only to assist in fault isolation as it relates to the Cisco Unified Communications system (i.e., whether there is a problem with a covered component or whether the problem resides with the circuit).
- Upon request by Customer, TIG will assist in resolving circuit issues with carrier(s) in

conjunction with Customer personnel.

Assumptions

- Customer IT Team to initially address service requests.
- Customer personnel will be available to work with TIG staff, as appropriate, on a service request.
- Customer to provide TIG with all pertinent network documentation to facilitate effective support.
- Customer (directly or through and/or third party) to provide and maintain VPN access for TIG.
- Customer will provide physical access to all sites as required, per established Customer policy.
- Customer will provide TIG employees access to relevant systems and facilities as necessary to perform the Services, subject to Customer's operational, legal, and security restrictions.
- TIG conducts periodic business reviews from which important observations are discussed and recommendations are made to Customer. If Customer elects not to attend a business review for any reason, TIG will provide Customer a written summary of the observations and associated recommendations, and Customer will acknowledge receipt thereof in writing.
- TIG standard support excludes "destroyed" equipment due to, among other things, natural accident or causes (such as earthquake, hurricane, fire, flood, or other exposure to adverse environmental conditions) or due to any negligent or willful or unlawful act or omission to act (including acts of terrorism and/or or exposure to harmful substances, conditions or materials).
- Customer will allow TIG to install remote control software on to end user systems in order to provide support.
- Customer will provide administrator or super-user logons to host systems, or (alternatively) assign system administrator(s) to perform those logon activities on behalf of TIG technical personnel.
- TIG will assign a Project Manager for this Agreement and the TIG Project Manager will be responsible for managing all TIG service activities and will serve as the central point of contact for Customer including:
 - a) Serve as the central point of contact for Customer;
 - b) Use both Customer and TIG resources, where applicable, to accomplish all tasks.
- If Customer requires additional skills outside of the skill set employed by the current TIG resource, TIG will apply a reasonable best effort to providing additional skill sets.
- If TIG is requested to take on additional responsibilities resulting in management ownership, or deliverables, TIG requires an addendum to this Agreement in the form of a change order.
- If level of effort is consistently different from anticipated levels, a change order will be mutually defined that appropriately matches Customer requirements.
- Outdated systems or systems that are no longer supported by OEM are "best effort" only.

**ATTACHMENT 2
TO
EXHIBIT A - SCOPE OF SERVICES
ENGAGEMENT – SPECIFIC
TERMS AND CONDITIONS**

1. APPLICABILITY

The terms and conditions set forth in this Attachment 1 shall apply to the products and/or services set forth in the Statement of Work/Scope of Services to which it is attached, including any amendments or addenda thereto.

2. COMMERCIAL INSURANCE

The City shall maintain at its sole expense similar commercial insurance for personal injury and property damage for a general aggregate of \$1,000,000; worker's compensation insurance as required by law; and hired and non-owned automobile liability insurance for the combined single limit of \$1,000,000. At the Consultant's request, the City further agrees to furnish the Consultant with certificates, including renewal certificates, evidencing such coverage within thirty (30) days of commencing performance under this Agreement, at every renewal and at other times as may be reasonably requested by the consultant.

3. CYBER INSURANCE

a. The City shall purchase and maintain throughout the term of this Agreement a policy of first-party cyber liability insurance with coverage that is sufficient to protect the City and the Consultant from and against any claims, demands, causes of action or financial loss arising out of acts, errors, or omissions, in rendering technology/professional services or in connection with the specific services described in this Agreement including, without limitation: violation or infringement of any right of privacy, including breach of security and breach of security/privacy laws, rules or regulations, data theft, damage, unauthorized disclosure, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information in whatever form, transmission of a computer virus or other type of malicious code, and participation in a denial of service attack on third party computer systems and loss or denial of service.

b. Such coverage must include technology/professional liability including breach of contract, privacy and security liability, privacy regulatory defense and payment of civil fines, payment of credit card provider penalties, and breach response costs (including without limitation, notification costs, forensics, credit protection services, call center services, identity theft protection services, and crisis management/public relations services).

c. The City shall name the Consultant as an additional insured and shall contain no specific limitations on the coverage afforded additional insureds.

d. In the event of an attack, the City agrees that, to the extent the attack is the City's fault, any work done by the Consultant to remediate the results of such attack are outside the scope of this Agreement and shall be subject to a separate written agreement or

addendum signed by both parties. However, to the extent the attack is the Consultant's fault, all work done by the Consultant to remediate the results of such attack are within the scope of this Agreement.

4. SOLICITATION OF THE CONSULTANT'S EMPLOYEES.

The City may work closely with employees of the Consultant performing services under this Agreement. All information about such employees which becomes known to the City during the course of this Agreement, and which is not otherwise known to the public, including compensation and commission structure, is a Trade Secret of the Consultant and shall not be used by the City in soliciting employees of the Consultant at any time. The City will endeavor to protect the confidentiality of all such information to the extent permitted by law. The Consultant acknowledges and agrees that the City is subject to the Public Records Act, Chapter 42.56 RCW, and nothing in this Agreement prohibits the City's compliance with the Act.

During the term of this Agreement and for one year thereafter, the City shall not, directly or indirectly, ask or encourage any employee of the Consultant to leave their employment with the Consultant, solicit any employee of the Consultant for employment, make any offer of employment to any employee of the Consultant or employ any employee of the Consultant. This provision also shall apply to former employee of the Consultant for a period of one year following the employee separation.

The City agrees and acknowledges that the violation of any of the provisions contained herein would cause irreparable injury to the Consultant, that the remedy at law for any violation or threatened violation thereof would be inadequate, and that the Consultant shall be entitled to temporary and permanent injunctive or other equitable relief without the necessity of proving actual damages.

5. DATA BACKUP

THE CONSULTANT DISCLAIMS ALL RESPONSIBILITY AND LIABILITY FOR ANY HARDWARE AND/OR SOFTWARE FAILURES RELATED TO OR IN CONNECTION WITH DATA BACKUPS, INCLUDING WITHOUT LIMITATION ANY LOSS OR CORRUPTION OF DATA, AND REQUIRES THAT THE CITY RETAIN LOCAL BACKUPS OF ALL CRITICAL DATA IN ADDITION TO ANY BACKUP SERVICES THAT THE CONSULTANT IS PROVIDING. IT IS THE SOLE RESPONSIBILITY OF THE CITY TO ENSURE THAT THE PRESCRIBED DATA BACKUP OPERATIONS PERFORMED BY THE CITY ARE ADEQUATE. THE CONSULTANT WILL NOT BE RESPONSIBLE FOR CITY'S FAILURE TO DO SO, NOR FOR THE COST OF RECONSTRUCTING DATA STORED ON DISK FILES, TAPES, MEMORIES, ETC., LOST DURING THE PERFORMANCE OF SERVICE PERFORMED HEREUNDER. IN SUCH CASES, THE CONSULTANT (AND ANY OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS OF THE CONSULTANT, AND THEIR VENDORS, DISTRIBUTORS, AND OTHER SUPPLIERS OR CONTRACTORS) SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES, INCLUDING ANY LOST PROFITS, UNDER ANY THEORY OR CAUSE OF ACTION WHETHER IN TORT, CONTRACT OR OTHERWISE, REGARDLESS OF WHETHER THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. DISCLAIMER OF WARRANTY

a. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CONSULTANT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCTS OR SERVICES PROVIDED HEREUNDER OR THE INTEGRATION OF THOSE PRODUCTS INTO A COMPUTER SYSTEM, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY OR MERCHANTABLE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. THE CONSULTANT SHALL NOT BE LIABLE FOR ANY PROBLEMS ATTRIBUTABLE TO ALTERATIONS OR ATTACHMENTS, NEGLIGENCE, ABUSE OR MISUSE, INCLUDING FAILURE TO OPERATE THE PRODUCTS IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS, IMPROPER HANDLING BY THE CITY, FAILURE OF EQUIPMENT NOT MAINTAINED BY THE CONSULTANT, IMPROPER USE OF SUPPLIES, FIRE, WATER, ACTS OF GOD OR OTHER CATASTROPHIC EVENTS.

b. THE CONSULTANT DISCLAIMS RESPONSIBILITY FOR HARDWARE AND SOFTWARE FAILURES CAUSED BY THIRD-PARTY MANUFACTURERS AND PUBLISHERS.

c. THE CITY SHALL NOT PROVIDE ANY WARRANTIES TO ANY THIRD PARTIES WITH RESPECT TO THE PRODUCTS OR SERVICES PROVIDED BY THE CONSULTANT TO THE CITY. THE CITY SHALL BE SOLELY AND EXCLUSIVELY LIABLE TO ANY THIRD PARTY FOR ANY WARRANTY GRANTED OR SUPPLIED BY THE CITY TO ANY SUCH THIRD PARTY.

7. NO CONSEQUENTIAL DAMAGES; LIMITATION OF LIABILITY

a. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY OR THEIR RELATED PARTIES, BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOST DATA), WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN, EITHER PARTY'S TOTAL LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY(IES) FOR A CLAIM OF ANY KIND ARISING AS A RESULT OF, OR RELATED TO THIS AGREEMENT AND THE SERVICES PROVIDED HEREUNDER, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), UNDER ANY WARRANTY, OR OTHERWISE, SHALL BE LIMITED TO MONETARY DAMAGES AND THE AGGREGATE

AMOUNT THEREOF FOR ALL CLAIMS SHALL IN NO EVENT EXCEED THE AMOUNT OF MONEY PAID BY THE CITY TO THE CONSULTANT DURING THE PREVIOUS TWELVE (12) MONTHS. EACH PARTY ACKNOWLEDGES THAT THE DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY IN THIS AGREEMENT FAIRLY ALLOCATE RISKS BETWEEN THEM.

8. LICENSES

- a. The City agrees that through its use of any software, hardware or services included with or otherwise in-use in furtherance of this Agreement, the City indicates its acceptance of and agreement to comply with any terms and conditions of the applicable software or hardware manufacturer licensing agreements throughout the Term or any extensions or renewal terms of this Agreement, as such licensing agreements may be updated by the manufacturer from time to time.
- b. The City further agrees that any such licenses described above shall be provided to the City and exclusively govern the terms and conditions of the licensed products or software as provided therein. The City is responsible for obtaining any updates to the applicable license to the extent that it has the ability to access such updates directly from the manufacturer.

9. FORCE MAJEURE

The term “force majeure” shall include, without limitation, acts of nature, acts of civil or military authorities, communicable disease outbreaks, epidemics, pandemics, quarantine restrictions, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, or other conditions beyond the control of the parties causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially reasonable to restore normal operations. In the event TIG ceases to be excused pursuant to this provision, then the Customer shall be entitled to exercise any remedies otherwise provided for in this Contract, including termination for default.

EXHIBIT B**FEE SCHEDULE**

- Three (3) Year Contract at the following rates:

Description	Amount Per Month	Total Annual
TIG MANAGE Agreement –Year One	\$11,423.00	\$137,076.00
TIG MANAGE Agreement –Year Two (5% increase)	\$11,994.15	\$143,929.80
TIG MANAGE Agreement –Year Three (5% increase)	\$12,593.86	\$151,126.29
Total Contract Amount Due		\$432,132.09

- Any additional (pre-approved) service required outside of the regularly scheduled visits or scope of agreement will be billable at the Time and Materials rates plus travel as indicated in the tables below.

Description	MSRP Per Hour	Contract Rates per Hour
Solutions Architect	333.00	273.00
Senior Systems Engineer	\$278.00	\$227.00
Systems Engineer	\$167.00	\$136.00
Network Technician	\$133.00	\$109.00

Travel Charges:

Description	MSRP Per Hour	Contract Rates per Hour
Trip Charge – Zone 1 (0-10 miles)	No charge	No charge
Trip Charge – Zone 2 (11-50 miles)	\$75 per visit	\$50 per visit
Trip Charge – Zone 3 (51-100 miles)	\$125 per visit	\$100 per visit