



Issue: **RESOLUTION #2021-111 A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA
AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AMENDMENT TO THE
CONTRACT WITH PITT TECHNOLOGY FOR IT SERVICES**

Date: November 1, 2021

Submitted By: Cindy Robbins, Assistant City Administrator/City Clerk

Background

The City has a contract with Pitt Technology Group for our Managed Technology Services (MTS). Due to a vacancy in the City's IT Department and after much discussion, staff would like to amend our current MTS contract with Pitt to increase our MTS monthly hours and not fill the City's current IT position. Not filling the employee position and increasing our MTS hours will result in a substantial savings for the City.

Analysis

The contract presented this evening is for a one (1) year contract with an additional 1-year renewal and includes 60 hours of IT services per month for a monthly charge of \$4,500.00. This contract also allows for the allotted hours to roll-over if not used one month or to be used in advanced during a heavy use period. Hours will be monitored closely to ensure 60 hours is needed per month or if any adjustments are needed to the allotment. Any adjustments would be brought back to Council for a contract amendment prior to being put into place.

Recommendation

The contract presented has been reviewed by Nixa's Attorney Nick Woodman and Pitt Technology. Staff recommends approval of this resolution for the amended contract.

**A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE
CITY ADMINISTRATOR TO EXECUTE A CONTRACT FOR MANAGED
TECHNOLOGY SERVICES WITH PITT TECHNOLOGY GROUP, LLC.**

WHEREAS the City and Pitt Technology Group have previously contracted for managed technology services; and

WHEREAS due to a vacancy in the City's Information Technology position, the City desires to modify the existing contract with Pitt Technology Group to increase the services provided by same; and

WHEREAS City Council desires to authorize the City Administrator to enter the modified Managed Technology Services Contract attached hereto as "Resolution Exhibit A."

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NIXA, AS FOLLOWS, THAT:

SECTION 1: City Council hereby authorizes the City Administrator, or designee, to enter into the Agreement attached hereto, and incorporated herein by this reference, as "Resolution Exhibit A." Said Agreement shall be in substantially similar form as the document attached hereto as "Resolution Exhibit A." The City Administrator is further authorized to do all things necessary or convenient to carry out the terms and intent of this Resolution.

SECTION 2: This Resolution shall be in full force and effect from and after its final passage by the City Council and after its approval by the Mayor, subject to the provisions of section 3.11(g) of the City Charter.

[Remainder of page intentionally left blank. Signatures follow on next page.]

RESOLUTION NO. 2021-111

ADOPTED BY THE CITY COUNCIL THIS 8TH DAY OF NOVEMBER 2021.

ATTEST:

CITY CLERK

PRESIDING OFFICER

APPROVED BY THE MAYOR THIS _____ DAY OF _____ 2021.

ATTEST:

CITY CLERK

MAYOR

APPROVED AS TO FORM:

CITY ATTORNEY



PITT TECHNOLOGY GROUP

Customer Name:

City of Nixa

Project Name:

Managed Technology Services



SYNDEO SOLUTIONS



AVMAN



NEXIO TECHNOLOGIES



CONCEPTICODE



LÖVÖ INTEGRATIONS



PITT TECHNOLOGY GROUP

October 22, 2021

Cindy Robbins
City of Nixa
715 W Mt Vernon St
Nixa, MO 65714

Cindy,

I'm pleased to offer you special rates for our proactive and reactive technology services under a Managed Technology Services agreement. Enclosed you will find a table of rates catered to the City of Nixa's needs. Once signed, this contract will be placed on your account and will be used on any work moving forward for the duration of the contract term. These preferred rates across our diverse technology service offerings will allow us to flexibly meet your company's changing needs as you grow and tackle new projects and challenges.

Thanks,

Jason Morgan

Systems Engineer II / Client Lead

Pitt Technology Group, LLC

1900 N Le Compte Ave. Suite 15

Springfield, Missouri 65802

Ofc. - (417) 831-7077 | Cell - (417) 372-2653 | Fax - (417) 831-4697

jmorgan@pitttechnology.com



PITT TECHNOLOGY GROUP

SYNDEO SOLUTIONS • LÖVÖ INTEGRATIONS • NEXIÖ TECHNOLOGIES
AVMAN • CONCEPTICODE



SYNDEO SOLUTIONS



AVMAN



NEXIÖ TECHNOLOGIES



CONCEPTICODE



LÖVÖ INTEGRATIONS



PITT TECHNOLOGY GROUP

Labor Rates

	Standard Rate (per hour)	Contracted Priority Rate (per hour)
IT Labor – Computers, Servers, Networks, Telephony	\$125.00	\$75.00
LV Labor – Copper & Fiber Cabling	\$75.00	\$65.00
AV Labor – Audio, Video, Lighting	\$95.00	\$75.00
AC Labor – Access Control, Cameras	\$85.00	\$75.00
DV Labor – Software Development	\$145.00	\$115.00
IT Specialty Labor – Advanced WAN, Security, Design**, ****	Std Rate +\$20/hr	Std Rate +\$20/hr
LV Specialty Labor – Advanced Design, Fiber Termination**, ****	Std Rate +\$20/hr	Std Rate +\$20/hr
AV Specialty Labor – Advanced AVL Design, Programming**, ****	Std Rate +\$20/hr	Std Rate +\$20/hr
AC Specialty Labor – Advanced Design, Programming**, ****	Std Rate +\$20/hr	Std Rate +\$20/hr
DV Specialty Labor – Advanced Design, Consulting**, ****	Std Rate +\$20/hr	Std Rate +\$20/hr
Overtime – Situations requiring PTG employees to work in excess of 40 hours in a week. *, **	Std Rate X 1.5	Std Rate X 1.5
Afterhours – Situations requiring PTG employees to work outside of normal work hours. *, **	Std Rate X 1.5	Std Rate X 1.5
Holiday– Situations requiring PTG employees to work on a Federal Holiday. *, **	Std Rate X 2	Std Rate X 2
Weekend– Situations requiring PTG employees to work on a Weekend. *, **	Std Rate X 1.5	Std Rate X 1.5
Emergency – Situations requiring PTG to provide staff faster than standard response times. *, **	Std Rate X 2	Std Rate X 2
Travel – Hourly rate when PTG employees are traveling. *, **	Std Rate	Std Rate
Drive Time – Hourly rate when PTG employees are driving to a jobsite. *, **, ***	Std Rate	Std Rate
Project Mgmt – Coordination of project by a PTG Project Manager. *, **	Std Rate + \$20/hr	Std Rate + \$20/hr

Std Rate is defined as the customer's current contracted labor rate, if no contract exist Std Rate is defined above.

* Details associated with special rates, discounts and upcharges can be found in Terms and Conditions.

**Specialty Labor Rates will be applied only when customer has been notified prior to work beginning.

***Discounts/Upcharge Rates will be applied only when customer has been notified prior to work beginning.

**** Additional Mileage Rate May Apply



SYNDEO SOLUTIONS



AVMAN



NEXIO TECHNOLOGIES



CONCEPTICODE



LÖVVO INTEGRATIONS



PITTECHNOLOGYGROUP

Proactive IT Needs

Customer wants PTG to provide the following proactive services.	Yes	No
Security		
Patch Management: Provide and maintain Windows based patch mgmt. system with scheduled patch installation. <i>*Addition Software charges apply.</i>		
Perimeter Firewall Maintenance: Setup monitoring of perimeter firewalls and perform a weekly status check on associated security services.		
Email Security: Setup monitoring of email security appliances and perform a weekly status check on associated security services.		
Anti-virus: Provide and maintain Windows based Anti-Virus system with scheduled updates and perform a monthly status check on all systems. <i>*Addition Software charges apply.</i>		
Security Best Practice Consulting: Meet quarterly with customer to discuss current security practices with regards to IT infrastructure and make recommendations to reduce associated risks.		
Automatic Security Event Response: Automatically respond to IT security related events to mitigate damage or risk of damage where possible.		
Backups		
Key Data Analysis and DR Planning: Meet with customer annually to discuss Disaster Recovery, location of any key business data and determine Restore and Recover point objectives with relation to data backups.		



SYNDEO SOLUTIONS



AVMAN



NEXIO TECHNOLOGIES



CONCEPTICODE



LOVO INTEGRATIONS



PITTECHNOLOGYGROUP

Backup Systems Monitoring and Maintenance: Setup monitoring of backup software and appliances and perform weekly status check on related services.			
Data Replication Monitoring and Maintenance: Setup monitoring of data replication software and appliances and perform weekly status check on related services.			
Automatic Backup Event Response: Automatically respond to backup related events that might limit ability for associated services to backup data automatically.			
MONITORING & VIRTUAL CIO			
Monitoring of Windows Event Logs: Setup monitoring of Windows Event Logs.			
Monitoring of Network Device Logs and Uptime: Setup monitoring of Network Device Logs and Uptime.			
Monitoring of Key Services (Custom): Setup custom sensor with monitoring platform to monitor available metrics as requested by customer.			
Budgeting and Asset Management: Meet with customer quarterly to discuss budgeting of services and IT related expenses. Provide associated reports and assist in tracking assets.			



SYNDEO SOLUTIONS



AVMAN



NEXIO TECHNOLOGIES



CONCEPTICODE



LOVO INTEGRATIONS



PITT TECHNOLOGY GROUP

Prepayment Requirements

Under a PTG Managed Technology Services contract, customers are required to pay in advance for estimated service usage. This prepayment will be billed on the 1st, of each month and will be placed as a credit on the account to be used for any labor performed by PTG. Customer may request and be provided detail billing statements outlining the charges incurred and the work performed.

	Monthly Hours	Monthly Prepayment
IT Labor – Computers, Servers, Networks, Telephony	60	\$4,500.00
LV Labor – Copper & Fiber Cabling	0	\$0.00
AV Labor – Audio, Video, Lighting	0	\$0.00
AC Labor – Access Control, Cameras	0	\$0.00
DV Labor – Software Development	0	\$0.00
Total		\$4,500.00

Contract Term

Under a PTG Managed Technology Services contract, customers are encouraged to work with PTG's staff to budget short-term and long-term expenses. As such, customers are encouraged to commit to contract term of no less than 6 months from the initial date of the contract being signed.

	Auto-Renews	Contract Term	Contracted Amount
Contract Term	No	12 Months	\$4,500.00
Total Contract Amount			\$54,000.00

Vendor Contact Information

	Detail
Vendor Legal Name	Nexio Technologies, LLC
Vendor Address	1900 N Le Compte, Rd. Suite 15, Springfield, MO 65802
Vendor Phone	417-831-7077
Vendor Accounts Receivable Address	1900 N Le Compte, Rd. Suite 15, Springfield, MO 65802
Vendor Accounts Receivable Phone	417-831-7077
Vendor Accounts Receivable Email	AR@pitttechnology.com



PITT TECHNOLOGY GROUP

Terms and Conditions:

- **Definitions**
 - When used within this document, the term Vendor is in reference to the designated legal entity as specified under the heading Vendor Contact Information subheading Vendor Legal Name.
 - When used within this document, the term Customer is in reference to the designated legal entity as specified under the heading Customer Contact Information subheading Customer Legal Name.
- **Rate Detail**
 - Specialty Labor Rates will be applied only when customer has been notified prior to work beginning.
 - Std Rate is defined as the customer's current contracted labor rate, if no contract exist Std Rate are defined under the heading "Standard Rates".
 - Discounts/Upcharge Rates will be applied only when customer has been notified prior to work beginning.
- **Contract Type – MTS**
 - Vendor will perform work as requested by Customer. Customer is responsible for charges incurred based on the above rate table labeled "Contracted Priority Rates". Customer agrees to pay for each hour worked at the defined rate associated with the type of work being performed.
 - Any Quotes executed between both parties outside of this agreement will supercede rates defined within this agreement.
 - Priority Rates will be in effect from the 1st of the month following the date this contract is signed for the length of time as identified under "Contract Term".
 - This contract will supercede and overrule any existing MTS, PRC, or IMAC contracts between Customer and Vendor executed prior to this agreement.
- **Payment Schedule – Prepayment MTS**
 - Customer is required to prepay amount specified under the heading "Prepayment Requirements". This monthly prepayment will be billed at the rates identified. Should charges ever exceed the amount of prepayment customer has already paid, the excess charges will be sent to be paid by the customer under Net30 Terms.
- **Terms – Net 30**
 - Payment for all related charges shall be due and payable within thirty (30) days of the date of invoice. All invoices not paid within thirty (30) days of the invoice date shall bear interest at the rate of 1.5% of the contract value per month or the highest rate allowed by law, whichever is less.
- **Liability**
 - Vendor's liability for claims or causes of action of any kind whatsoever that arise in connection with this Agreement shall not exceed the total monthly recurring charges for one month, regardless of whether such claims or causes of action are based in contract, tort, strict liability, or otherwise. In no event shall Vendor be liable for special, incidental, or consequential damages including, without limitation, lost profits, lost earnings, loss of use, or claims of



SYNDEO SOLUTIONS



AVMAN



NEXIO TECHNOLOGIES



CONCEPTICODE



LÖVÖ INTEGRATIONS



PITTECHNOLOGYGROUP

Customer's customers. In no event shall Vendor be liable for acts of God, acts of third parties (including, without limitation, theft and vandalism), loss of power, or governmental actions.

- **Force Majeure:**
 - If performance of this Agreement by either party or any obligation hereunder (other than the payment of money) is prevented, restricted or interfered with by causes beyond its reasonable control including, but not limited to, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or state or local governments, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more said governments, or of any civil or military authority, or by national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, then such party shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction or interference. The party claiming force majeure shall notify the other party and shall use reasonable efforts under the circumstances to avoid or remove such force majeure. If the force majeure lasts for more than 30 days, either party may terminate this Agreement on written notice.
- **Indemnification:**
 - (A) To the extent allowed by law, each party shall indemnify, defend, and hold harmless the other party, its officers, directors, board members, agents, and employees, from and against all claims, damages, losses, and
 - (B) expenses, including attorney's fees, arising out of this Agreement caused by its negligent or wrongful acts or omissions. In cases of concurring fault, each party shall bear its share of the loss.
 - (C) This indemnification agreement shall not be limited in any way by any limitation on the amount or type of damages, compensations, or benefits payable by or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts. Nothing contained herein shall be considered a waiver of the defenses of sovereign immunity, official immunity, or the public duty doctrine. This indemnification agreement shall survive termination or expiration of the Agreement.
- **General Provisions:**
 - (a) The failure of either party to insist on or enforce, in any instance, strict performance by the other of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or relinquishment of its right to assert or rely upon any such terms or right on any future occasion.
 - (b) Vendor shall perform this Agreement as an independent contractor and neither party shall be the agent, partner, or joint venture of the other.
 - (c) Customer shall not assign this Agreement without the prior written consent of Vendor, which will not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.
 - (d) This Agreement shall be governed by the laws of the state of Missouri and the venue for any action arising out of this Agreement shall be Greene County, Missouri.
 - (e) If any provision of this Agreement is invalid or unenforceable, then the remainder of this Agreement shall not be affected thereby.
 - (f) Provisions contained in this Agreement that by their sense and context are intended to survive the performance of this Agreement shall so survive the completion of performance and termination of this Agreement including, without limitation, provisions for indemnification and the making of any and all payments due hereunder.



SYNDEO SOLUTIONS



AVMAN



NEXIO TECHNOLOGIES



CONCEPTICODE



LOVO INTEGRATIONS



PITTECHNOLOGYGROUP

- (g) Amount not to exceed. It is expressly understood that in no event shall the total amount of funds to be paid to the Vendor for their performance under this Agreement exceed the sum of \$54,000.00 .
- (h) Non-Appropriation. This Agreement shall be deemed terminated by the parties in the event that the City Council of Customer does not appropriate sufficient funds to cover the costs of services provided by Vendor.
- (i) Affidavit for Contracts over \$5,000. Pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and Vendor is associated with a business entity, Vendor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Vendor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.
- (j) Contract Term. This Agreement shall terminate 1-year from its effective date. The Customer may, at its option, renew the terms of this Agreement for 1 additional 1-year term. This renewal shall be evidenced by a Contract Addendum which shall also provide for a new Amount not to exceed for the renewal term.

Customer Contact Information

	Detail
Customer Legal Name	
Customer Address	
Customer Phone	
Customer Billing Contact Name	
Customer Billing Address	
Customer Billing Phone	
Customer Billing Email	
Customer Authorized Signer Name	
Customer Authorized Signer Phone	
Customer Authorized Signer Email	

By signing below parties agree to the terms and conditions contained within this document.



SYNDEO SOLUTIONS



AVMAN



NEXIO TECHNOLOGIES



CONCEPTICODE



LOVO INTEGRATIONS



PITT TECHNOLOGY GROUP

Customer Signature: _____ Date: _____

Name: _____ Title: _____

Vendor Signature: Andrew Dierks Date: 11/03/2021

Name: Andrew Dierks Title: VP of Operations



SYNDEOSOLUTIONS



AVMAN



NEXIOTECHNOLOGIES



CONCEPTICODE



LÖVÖINTEGRATIONS