



Board of Aldermen Request for Action

MEETING DATE: 5/7/2024

DEPARTMENT: Administration/Finance

AGENDA ITEM: Resolution 1349, Agreement with Allo Business for IT Support and Services

REQUESTED BOARD ACTION:

A motion to approve Resolution 1349, authorizing and directing the Mayor to enter into an agreement with Allo Business for the City's IT Support and Services.

SUMMARY:

The current contract with Dan Bounds for information technology support services expires at the end of May. In February, a Request for Qualifications was distributed for IT Support Services. The City received six responses. A review staff committee comprised of Gina Pate, Assistant City Administrator, Police Captain, Tony Roetman and Linda Drummond, City Clerk reviewed the submissions and conducted interviews with four of the companies. From those four interviews, staff recommend awarding the bid to Allo Business (formerly AVID Communications).

When evaluating the proposals, the review committee evaluated the following areas:

- Proposer qualifications, experience, and demonstrated ability.
- References from previous clients.
- Thoroughness and quality of the proposal.

When evaluating interviews, the review committee considered the best proposal to enhance the City's long-term planning, cyber-security, and customer service.

Allo Business services include:

- Continuous cybersecurity monitoring and training services for employees.
- Provides a monthly report of their services and performance of the City's IT infrastructure.
- Provides the City a Technology Alignment Manager (TAM) to develop and maintain technical knowledge of the City's IT issues and solutions. The TAM will meet monthly with the City to provide progress updates and outline any issues that need to be addressed.
- A Virtual CIO to help review ongoing issues, upcoming project work, help create budgets for the City's computer needs and plan the technology roadmap for the next fiscal year. Additionally, the Virtual CIO acts in the capacity of an IT Manager to assist in long-range planning for future facility needs, network expansions, and business continuity planning for the City.
- 24/7 system monitoring.
- Ongoing installation of critical updates for operating systems.
- Ability to consolidate IT services under one agreement.
- Provides in-person and remote support.
- Unlimited support included in monthly rate, including a ticketing system for tracking purposes.

The ongoing annual cost for IT support and services will be \$63,600. The proposed agreement shall be for three years. Allo Business will provide IT support services as outlined in the scope of services included in the agreement.

AVID (Allo) has the current City's VOIP contract for phone service. With this agreement they are offering a discounted rate for phone service if the City renews with them in early summer.

PREVIOUS ACTION:

N/A

POLICY ISSUE:

N/A

FINANCIAL CONSIDERATIONS:

The FY2024 budget for IT services is \$24,450. Budget Amendment No. 3 includes additional expenditures of \$3,675.12 in the Combined Water and Wastewater Fund and \$9,374.88 in the General Fund to account for this contract. There would be ongoing annual cost of IT support and services of \$63,600 for the duration of the three-year agreement.

ATTACHMENTS:

- | | |
|--|--|
| <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Contract |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Plans |
| <input type="checkbox"/> Staff Report | <input type="checkbox"/> Minutes |
| <input checked="" type="checkbox"/> Other: RFQ | |

[Allo's RFQ Response](#)

[Technology Solutions Service Description](#)

[Monthly Reoccurring Charges](#)

RESOLUTION 1349

**A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO
ENTER INTO AN AGREEMENT WITH ALLO BUSINESS FOR THE
CITY'S IT SUPPORT AND SERVICES**

WHEREAS, the City wishes to enter into an agreement with Allo Business (formerly AVID Communications) for information technology support and services; and

WHEREAS, Allo Business provided the best evaluated response to provide services; and

WHEREAS, the Scope of Work to be provided by Allo Business is outlined in the Agreement; and

WHEREAS, the Board of Aldermen find that it is in the best interest of the citizens of the City of Smithville that the City enter into a three-year agreement with Allo Business for information technology support and services.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI, AS FOLLOWS:

THAT the Agreement by and between the City of Smithville, Missouri and Allo Business is hereby authorized and approved.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 7th day of May 2024.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



Master Services Agreement

GENERAL TERMS

This Master Services Agreement ("MSA"), entered into on May 7, 2024, applies to all services ("Services") ordered by the City of Smithville ("Customer") from Avid Communications, LLC ("Avid"). In addition to the terms and conditions provided in this MSA and on Service Orders ("SOs") executed under this MSA, additional terms and conditions of service as provided on Avid's web site (<https://www.avidphone.com/termsconditionsv2/>) are hereby incorporated into this MSA.

A. **Services.**

By signing this MSA and one or more Service Orders (SOs), the Customer authorizes Avid to provide such Services as described at locations and rates specified in the SOs. Use of Services constitutes acceptance and agreement to the terms and conditions of this MSA. Customer understands Avid Communications will use reasonable efforts: (a) to provide the Services by the date requested, (b) to prevent Service interruptions, and (c) to restore the Services when Service interruptions occur. Customer is responsible for all use of the Services and all charges related to the use of the Services, whether or not authorized by Customer.

B. **Force Majeure**

Services will be provided by Avid subject to availability and in conditions beyond the control of Avid, including, but not limited to, the type and condition of Customer's equipment and facilities; failures caused by connectivity or equipment at Customer's premises; fire; flood; war; strikes; cable cuts; acts of terrorism; explosions; loss of power; local access restrictions; acts of third parties, third party services or products; or acts of God, all commonly referred to as Force Majeure events. In addition, Services may be temporarily interrupted because of equipment modifications, upgrades, relocations, repairs, and similar activities. Avid will use reasonable efforts to notify Customer of any scheduled maintenance, but may need to interrupt Services without notice or compensation to Customer.

C. **Pricing and Payment**

Customer is responsible for payment of all charges for Services, even when those Services, including long distance and international calls, are unauthorized and/or originated by fraudulent means from the Customer's premises or remote locations. Any charges set forth herein or in any proposal or quotation are exclusive of taxes, surcharges, assessments, or other fees. Any quoted amounts for fees and taxes are estimates only. Fees and taxes may be adjusted during the MSA term when ordered by taxing authorities or regulatory agencies. Payment is due 15 calendar days after invoice date, after which a late payment fee may be assessed by Avid.

D. **Term**

This agreement shall be in effect until the latest date of termination of any SO executed under this MSA or for as long as Avid continues to provide any Services to the Customer.

Services added under SOs shall be subject to the term expressly stated on the SO ("Initial Term"). The term for Services provided under any SO will automatically renew for an additional twelve (12) months ("Renewal Term") unless written notice is provided by either party to the other prior to the end of the Initial Term or the then-current Renewal Term, so long as the Customer is not then in default. Services to be disconnected shall require a 30-day notice from the Customer to Avid.

If Avid receives notice from Customer or a Local Service Request from another Carrier indicating Customer's intent to cancel Services prior to the end of the Initial Term or then-current Renewal Term, or Services are disconnected for nonpayment or other Customer breach, Customer agrees to pay immediately a termination fee, as liquidated damages and not as a penalty, as follows: a termination fee equal to one hundred percent (100%) of the recurring charges for the remaining months of the term. In addition, Customer shall reimburse Avid for any credits previously provided or charges previously waived. Customer and Avid agree that the above termination charges represent a reasonable calculation of Avid's damages in the event of early termination.

Failure to immediately pay early termination fees may result in Avid rendering the Customer's account inactive, in Avid's sole discretion, at which point any credit extended to Customer will be revoked and all invoices will be due immediately.

E. **Authorized Representatives**

The Customer shall designate one or more persons who shall have the exclusive authority to make changes pertaining to the Services, including but not limited to additions to the Services, and cancellation or termination of the Services.



F. Move or Transfer of Service

If Customer relocates to another location where Avid provides the same Services, Customer may move Services to the new location subject to payment of installation charges for the new location, if applicable; however, pricing may vary by location, and Customer’s rates may increase or decrease. Services may not be transferred or resold, and this MSA may not be transferred or assigned, by operation of law or otherwise, without Avid’s prior written approval. Any attempted assignment or transfer without Avid’s prior written approval shall be void.

G. Conversion of Service from Other Providers

When converting from another provider, Customer is responsible for paying any early termination or other fees assessed by the Other Provider and for canceling services with the Other Provider to prevent overlapping billing with Avid’s Services. If Customer cancels a Service Order, Customer shall be responsible for any costs incurred by Avid associated with the canceled order.

H. Indemnification

Customer shall defend, indemnify and hold harmless Avid, its agents, and their respective directors, officers, and employees, from and against any third party claims, losses, liabilities, damages, costs and expenses arising out of or relating to the use of the Services.

I. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

THE SERVICES ARE PROVIDED “AS-IS”, WITHOUT WARRANTIES OF ANY KIND EXCEPT FOR EXPLICIT WARRANTIES ASSOCIATED WITH PURCHASED EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE. IN NO EVENT SHALL AVID BE LIABLE TO CUSTOMER, END USER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE MASTER AGREEMENT OR USE OF THE SERVICES. AVID’S AGGREGATE LIABILITY FOR ANY REASON AND FOR ALL CAUSES OF ACTION SHALL BE LIMITED TO THE FEES PAID BY THE CUSTOMER UNDER THE SO THAT IS THE SUBJECT MATTER OF THE CLAIM. AVID WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR OTHER EMERGENCY SERVICES, SECURITY SYSTEM, MEDICAL OR OTHER MONITORING SERVICES.

J. Applicable Law

This MSA is subject to applicable law and the review and approval of the regulatory agencies with jurisdiction over the location in which Services are furnished. In the event a governmental agency determines this MSA or any portion violates any law, rule or regulation, Avid shall have the option of terminating this MSA without further obligation or revising this MSA to comply with such law, rule or regulation. If any portion of this MSA is determined to be invalid or unenforceable, the remainder of this MSA shall remain in full force and effect.

K. Entire Agreement

This this MSA and related SOs, including any terms, conditions and rates incorporated into the MSA or any SO, shall constitute the entire agreement of Avid Communications and Customer for the provision of Services and shall be a binding contract between them. By signing below, the signer certifies that he or she is at least 18 years of age and authorized to execute this MSA on behalf of Customer for the Services requested. Customer agrees that a fax copy of this MSA will have the same force and effect as an original signed agreement.

Customer Signature

Damien Boley

Printed Name

Mayor

Title

107 W. Main Street

Address

Smithville

City

MO

State

64089

Zip

Avid Signature

Printed Name

Title