

**CITY OF BELLEVUE, IDAHO
RESOLUTION NO. 2366**

A RESOLUTION OF THE CITY OF BELLEVUE, IDAHO, AUTHORIZE THE MAYOR TO EXECUTE A SERVICE AGREEMENT, PURSUANT TO IDAHO CODE §67-2803(4), WITH MICRO TECHNOLOGY SYSTEMS, INC. FOR IT TECHNICAL MANAGEMENT AND SUPPORT WITH A ONE-TIME ONBOARDING CHARGE NOT TO EXCEED \$1,750 AND A MONTHLY AMOUNT OF \$1,319 FOR UNLIMITED IT SUPPORT

WHEREAS, the City of Bellevue, Idaho, (City) does not have an IT department; and,

WHEREAS, IT technical management and support requires a high level of expertise to provide cyber-security, antivirus, system backups, software monitoring and general IT support to City departments; and,

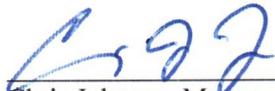
WHEREAS, the City would benefit from an experienced company that understands IT support and management; and

WHEREAS, Micro Technology Systems, Inc. is qualified to provide IT technical management and support to the City.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Bellevue, Idaho, as follows:

- Section 1.** Approves the TechCare Services Agreement between the City of Bellevue, Idaho, and Micro Technology Systems Inc., relating to IT Technical Management and Support in substantially the form presented at the February 26, 2024, regular Common Council meeting attached hereto as **Exhibit A**.
- Section 2.** The Service Agreement is adopted as a binding obligation of the City and that changes *may* later be made to the Agreement *if* the Changes (“Approved Changes”) are approved by the City’s Common Council and that the signing of the Approved Changes and any related documents are conclusive evidence of the approval of the changes.
- Section 3.** The Mayor is authorized to execute the TechCare Services Agreement for IT Technical Management and Support Services with Micro Technology Systems, Inc., in an amount not to exceed \$1,750 for initial onboarding and setup and a monthly charge of \$1,319.

PASSED and ADOPTED by the Common Council and signed by the Mayor of the City of Bellevue, Idaho, this 26th day of February 2024.


Chris Johnson, Mayor

ATTEST:


Michelle Vest Snarr, City Clerk



Resolution 2366

ROLL CALL

	AYE	NAY
Council Member Carreiro	<u>X</u>	_____
Council Member Shay	<u>X</u>	_____
Council Member Leahy	<u>X</u>	_____
Council President Giordani	<u>X</u>	_____
Council Member Mahoney	<u>X</u>	_____
Council Member Obenauf	<u>X</u>	_____

**EXHIBIT A
RESOLUTION 2366**

**Micro Technology Systems, Inc.
TechCare Services Agreement**

This Agreement is made this 7th day of February 2024, by and between MicroTechnology Systems, Inc. (MicroTech), with its principal place of business at 125 E. 50th St., Garden City, Idaho, 83714, and **City of Bellevue**, with its principal place of business at **115 Pine St. Bellevue ID 83313**.

The Parties agree as follows:

1. Term. The effective date of this Agreement will be March 1, 2024 and shall be for an initial term of twelve (12) months, unless otherwise terminated earlier as provided herein. Thereafter, this Agreement shall automatically renew for an additional term for twelve (12) months on each and every anniversary date of this Agreement, unless either party provides the other with written notice thirty (30) days prior to the end of the then existing term of their intent to terminate this Agreement.

2. Services.

(a) TechCare Services. MicroTech shall provide the services described on Schedule 1 which is attached to this Agreement and incorporated herein (collectively the “TechCare Services”).

(b) Additional Services. In addition to the TechCare Services, MicroTech shall provide any additional services set forth on Schedule 1-A which is attached to this Agreement and incorporated herein.

3. Charges and Rates for Service. The charge for TechCare Services during the Term of this Agreement shall be those set forth on Schedule 2 – Schedule of Charges. MicroTech may increase its service rates or hourly rate on each anniversary date of this agreement with a 30-day notice sent to client.

4. Regular Business Hours. Services covered under this Agreement will be performed during regular business hours, which are defined as Monday through Friday, between 8:00 AM and 5:00 PM Mountain Time, unless otherwise defined herein. Services performed outside the definition of regular business hours (“Extended-hour services”) will be available at no additional charge.

5. Cancellation. Client and/or MicroTech may cancel this Agreement for any reason upon thirty (30) days advanced written notice, at any time during the first one hundred and twenty (120) days from the effective date of this Agreement. Thereafter, this Agreement may be terminated only as follows.

(a) Termination by Client.

(i) Termination for Cause. “Termination for cause” shall be defined to mean that MicroTech has breached any term of this Agreement. If Client determines that MicroTech has breached any term of this Agreement, Client shall first provide written notice to MicroTech of such breach of this Agreement (Notice of Breach). Thereafter, MicroTech shall have fifteen (15) days from date of receipt of the Notice of Breach to meet with Client and attempt to cure such breach. If after such fifteen (15) day period Client in its sole discretion does not believe that the breach has been cured, Client at its sole and exclusive remedy may terminate this Agreement.

(ii) Termination at Will. Client may terminate this Agreement at any time for no reason by providing MicroTech with thirty (30) days prior written notice that it is terminating this Agreement. If Client elects to terminate this Agreement pursuant to this Section 5(a), Client shall within thirty (30) days of the Termination Notice pay to MicroTech fifty percent (50%) of the remaining balance that would have been due under this Agreement calculated as

follows: the number of months remaining in the Term of this Agreement measured from the first day of the month of the date of the Notice of Termination through the scheduled termination date of this Agreement, multiplied by the total amount Client would have paid MicroTech per month under this Agreement for the remaining Term, multiplied by one-half. Ie: Early Termination fee will be 50% of the remaining contracted services.

(b) Termination by Microtech. MicroTech may terminate this Agreement at any time for any reason by providing thirty (30) days prior notice to Client.

6. Disclaimers.

(a) Causes Beyond MicroTech's Control. MicroTech shall provide standard information technology computer networking or infrastructure support. MicroTech shall not be liable for failure to provide those services if such failure is due to any cause or condition beyond MicroTech's control.

(b) No Warranty for Error-Free Service. MicroTech does not warrant the uninterrupted or error-free operation of any of Client's machines or software products.

(c) Limit of Responsibility. MicroTech makes every attempt to safeguard and protect client data from damage, loss, or altered files. Because of events that can occur that are beyond MicroTech's control, due to hardware and software failures, and acts of third parties, MicroTech is not responsible for damaged, lost, or altered client data.

(d) Limited Warranty. MicroTech warrants to Client that, during the term of this Agreement, MicroTech will perform the Services in a professional and workmanlike manner (the "Limited Warranty"). In the event of any breach of the Limited Warranty that is reported to MicroTech during the term of this Agreement, MicroTech's sole obligation and Client's sole right and remedy for such breach shall be the re-performance by MicroTech of the services that were not performed in a professional and workmanlike manner, unless such re-performance of the services by MicroTech fails to correct such breach within fifteen (15) days, in which case the Client may, after providing written notice to MicroTech in accordance with Section 5(a)(i) above, terminate this Agreement for cause. Notwithstanding the foregoing, the failure to correct or replace hardware devices and/or software programs that were not provided by MicroTech; and/or the delayed timeframe by suppliers of replacement hardware devices/components and/or software programs that are delayed through no fault of MicroTech shall not be deemed to be a breach of the Limited Warranty.

(e) Services As Is. Except for the Limited Warranty expressly described above, all services, software, and products provided to client under this agreement are provided on an "as is" basis and without any express, implied, statutory, or other warranties of any kind whether oral or in writing, or arising by usage of trade or course of dealing. Without limiting the generality of the foregoing, MicroTech disclaims any and all implied warranties (including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, and non-infringement). The Limited Warranty provided hereunder extends only to Client and Client's permitted assigns.

(f) No Warranty for Third Party Products. Client acknowledges that Client may purchase, lease or license certain products, programs, software, equipment, services, or hardware from third parties associated with Client's informational technology systems ("Third Party Products"), some or all of which may be recommended by MicroTech. Further, Client acknowledges that MicroTech, as part of its TechCare Services may purchase, lease or license Third Party Products. MicroTech shall not be responsible to Client for any damage or loss resulting from such Third Party Products for, including but not limited to, transmission or communication errors, use or failure of hardware or equipment, use or failure of software, failure of delivery or courier services, or for any act, error, omission, or circumstance associated with such Third Party Products beyond MicroTech's reasonable control. Further, MicroTech shall have no obligation or responsibility under this Agreement for the use of any Third Party Products regardless if MicroTech recommends, installs or monitors such Third Party Products.

(g) Force Majeure. Neither party shall be in default for failing to perform under this Agreement (other than a failure to make payment when due or to comply with restrictions upon the use of the products and services) if such failure arises out of any act, event, or circumstance beyond the reasonable control of such party, whether or not predicted or foreseeable. The party so affected will resume performance as soon as reasonably possible.

(h) Disclaimer. Except as provided in this Agreement and any related agreements, MicroTech specifically disclaims any and all warranties of any kind, express, implied or statutory, including, but not limited to, any warranties of merchantability or fitness for a particular purpose.

7. Limitations on Damages. Under no circumstances shall MicroTech be liable for any losses or damages that are not brought to its attention by client in writing within thirty (30) days of the event giving rise to the alleged liability, and no action arising out of the agreement may be brought by client more than one (1) year after the occurrence of the event giving rise to the alleged liability. MicroTech shall not be liable for any incidental, consequential, special, indirect, delay, economic or property damages whatsoever (including any damages for loss of profits, data or goodwill, business interruptions, damaged or corrupted data, or other commercial, economic, or pecuniary loss) arising out of or relating to this agreement, even if Microtech was advised of the possibility of such damage. In no event shall Microtech's aggregate liability for damages under this agreement (regardless of the form of action, whether in contract, tort, strict liability or otherwise) exceed the amount paid by client for services during the twelve (12) months immediately prior to the claim giving rise to the alleged damages.

8. Proprietary Information.

(a) Safeguards of Client Information. All information related to Client's business which is required to be submitted by Client to MicroTech pursuant to this Agreement shall be safeguarded by MicroTech to the same extent that MicroTech safeguards information relating to its own business. If, however, such information is publicly available, already known by MicroTech, or is rightfully obtained from third parties, MicroTech shall bear no responsibility for its disclosure, inadvertent or otherwise.

(b) Safeguards of MicroTech Information. Client shall safeguard all proprietary MicroTech information as it would its own. MicroTech's proprietary information includes this Agreement and any other documents from MicroTech that are identified as MicroTech's proprietary information.

9. MicroTech Obligations. MicroTech shall perform all services which it agrees to perform pursuant to this Agreement in a workmanlike manner consistent with industry standards. If MicroTech breaches the provision, its sole obligation shall be to re-perform the services in question promptly and properly.

10. Attorney's Fees. If either party defaults or initiates any legal action under this Agreement (including appeal), the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

11. Non-Solicitation. Neither party shall hire or solicit for hire or engage as an independent contractor or employee of the other during the term of and for one year after the termination of this Agreement, without the express written consent of the other party. If Client breaches this Section 11, Client agrees to pay MicroTech within thirty (30) days of hiring the MicroTech employee an amount equal to 28% of the employee's first year salary.

12. Invoicing. TechCare Services agreement will be invoiced at the end of each month for agreement services provided in the following month. Terms are net twenty (20) days on all invoices. Services provided above, or in addition to, the hourly allotment will be invoiced at time of service. All invoices will be mailed to the Client address listed in paragraph 1 of this Agreement. In the event that the billings address changes, the Client agrees to notify MicroTech in writing within thirty (30) days of effect at the following address:

MicroTechnology Systems, Inc.
125 E. 50th St.
Garden City, ID 83714

13. Late Fee Charges. In the event MicroTech has not received payment in full for the charges under this Agreement when due, a service charge shall be added to the amount due in an amount equal to one and one-half percent (1 ½ %) per month.

14. Successors and Assigns. This Agreement may be assigned by either party and shall be binding upon the successors and assigns of the parties.

15. Choice of Law. This Agreement will be interpreted in accordance with the laws and statutes of the State of Idaho and each party specifically agrees to the application of such laws to such party and his rights, duties, obligations and agreements, hereunder or arising out of the subject matter hereof.

16. Attachments. Every attachment or schedule attached and referred to in this Agreement is hereby incorporated in this Agreement.

The appropriate authorized signatures below indicate acceptance of this Agreement.

MICROTECH



By: Bryan Carnahan

Its: Account Manager

CLIENT



By: Chris Johnson

Its: Mayor

**Common Council
Meeting 2/26/2024**

ATTEST:


Michelle K. Vest Snarr
City Clerk



Schedule 1
TechCare Services

<p style="text-align: center;">Remote Monitoring and Reporting</p> <ul style="list-style-type: none"> • Agent Provided by third party vendor • Agents send selected data back to management console • Console monitored by MicroTech • Reports configured to send to Client 	<p style="text-align: center;">Patch Management</p> <p>Patch Management for Microsoft software provided in one of three ways:</p> <ul style="list-style-type: none"> • Third party vendor remote monitoring tools • Microsoft Windows Server Update Services • Windows updates services on local systems
<p style="text-align: center;">Antivirus Monitoring & Threat Hunting</p> <p>Antivirus / threat hunting software agent provided by third party vendor(s). Systems monitored through third party management console for:</p> <ul style="list-style-type: none"> • Virus pattern file updates • Virus system scan completion • Virus activity reporting • Malicious hacking activity 	<p style="text-align: center;">DNS Protection Services</p> <p>DNS Protection agent provided by third party vendor. Systems monitored through third party management console for:</p> <ul style="list-style-type: none"> • Protects users against known malicious websites • Provides web & content filtering • DNS reporting
<p>Backup Monitoring</p> <ul style="list-style-type: none"> • If service selected by client, local backup provided by Windows backup application or Third-Party Vendor <ul style="list-style-type: none"> ○ Backup success or failure monitored by MicroTech through remote monitoring console • If service selected by client, remote offsite online backup services provided by Third Party Vendor <ul style="list-style-type: none"> ○ Backup encryption provided by Third Party Vendor ○ 30 file version history ○ Daily synchronization with offsite servers ○ Backup success or failure monitored by MicroTech through remote monitoring console 	
<p>TechCare Support Hours</p> <p>Included as part of the TechCare Services are unlimited TechCare hours (“TechCare Hours”). TechCare Hours are charged each month for performing regular maintenance, troubleshooting, user requests, or ongoing support for information technology hardware, software, or line of business applications existing on Client’s systems, including but not limited to items such as Microsoft server and desktop operating systems, Microsoft productivity software, antivirus software, backup software, other third party software, infrastructure hardware, and line of business applications. Line of business applications is to include but not limited to, accounting or industry software. Support services can be delivered remotely (not on premise) or on-site (on premise).</p>	
<p>TechCare Services Exclusions</p> <p>Certain projects are excluded from TechCare Services and are not part of TechCare Hours; those projects excluded are additions, changes, or removal from existing operating/software systems on the network. Some examples include but are not limited to:</p> <ol style="list-style-type: none"> 1) Installation and implementation / configuration of new hardware, operating systems, or software. 2) Upgrades to existing hardware, operating systems, or software. 3) Training on hardware, operating systems, or software. 4) Removal of existing hardware, operating systems, or software. 	

Schedule 1-A

Backup Software Licensing Rates – Optional

Shadow Protect local backup agents provided by Storage Craft

- Shadow Protect server license -- **\$50.00** per server per month

N-Able Encrypted off-site remote backup

- N-Able server backup agent -- **\$64** per server per month

Listed Fees above

- Additional Services and Licensing fees listed on this page are resold from third party vendors and costs are subject to change.

Schedule 2
Schedule of Charges

Number of servers covered – 1

Number of PC's covered – 18

Scheduled Onsite Visits – As Requested

Monthly Service Fee -- \$1,205.00

One-time setup / onboarding service fee -- \$1,750.00

Additional future services

- Additional servers covered add \$200.00 per month each
- Additional PC's covered add \$55.00 per month each

Projects

- Projects will be proposed on an individual basis based on a) estimated number of hours to complete and will be billed at a determined hourly rate per hour, or b) an agreed upon flat rate.