



## STAFF REPORT

**Report To:** Board of Supervisors **Meeting Date:** June 6, 2019

**Staff Contact:** Carol Akers and Sheriff Ken Furlong

**Agenda Title:** For Possible Action: Discussion and possible action regarding Contract No. 1920-003, Mission Critical Partners, LLC, for a total not to exceed amount of \$70,238 through June 30, 2022 for continued monitoring of public safety systems. (Carol Akers, Cakers@carson.org and Sheriff Ken Furlong, KFurlong@carson.org)

Staff Summary: This is a multi-year service agreement with Mission Critical Partner, LLC, to continue the current monitoring of CentralSquare Technologies, the public safety systems for the Carson City Sheriff's Office. The total contract amount not to exceed \$70,238 will be paid annually over the next 3-years: \$22,800 in year 1 (July 1, 2019-June 30, 2020); \$23,484 in year 2 (July 1, 2020-June 30, 2021); and \$23,954 in year 3 (July 1, 2021-June 30, 2022). The total contract amount exceeds \$50,000 and therefore requires Board of Supervisors approval pursuant to City policy.

**Agenda Action:** Formal Action / Motion **Time Requested:** Consent

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### Proposed Motion

I move to approve Contract No. 1920-003.

### Board's Strategic Goal

Efficient Government

### Previous Action

None

### Background/Issues & Analysis

Mission Critical Partners (Formally Athena Advanced Networks) monitors the City's 14 public safety critical servers. They troubleshoot immediate problems, work with our CAD vendor CentralSquare, as well as the City's IT Department. They provide monthly status reports on problems corrected with any system. The City has been relying on their expertise and service for twenty years.

### Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.115 (1)(b)

### Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Maintenance Services Contracts/ 101-2017-421.04-32

**Is it currently budgeted? Yes**

**Explanation of Fiscal Impact:** \$22,800 will come out of the Maintenance Services Contracts Account 101-2017-421.04-32, as budgeted in FY20. The following two years will be appropriated in the budget annually.

**Alternatives**

Do not approve contract or provide alternative direction to staff.

**Attachments:**

[Mission Critical Partners-Multi-year Agreement.pdf](#)

**Board Action Taken:**

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____

\_\_\_\_\_  
(Vote Recorded By)



April 11, 2019

Karin Mracek  
Carson City Sheriff's Office  
911 East Musser Street  
Carson City, NV 89701

Re: Renewal of Agreement for Technology Services dated July 1, 2012

Dear Karin:

Mission Critical Partners (MCP) is pleased to provide you this proposal to continue the current system monitoring of your CentralSquare Technologies public safety systems at the Carson City Sheriff's Office. This proposal provides the same services that were provided during 2018, at the same price of \$22,800 per year. This is a comprehensive umbrella program which includes:

- Proactive System and Network Monitoring – dynamic monitoring to detect and resolve issues before they cause failures – including the detection of performance issues
- Proactive System and Network Monitoring – proactive monitoring of servers, devices and processes to recognize performance issues and assist in problem resolution
- Helpdesk – 24/7 for critical matters
- Support Services – 24/7 for critical matters
- On-Request Services – provision to quickly engage MCP for special projects and/or onsite work

As part of this proposal, MCP is offering a multi-year service agreement, which accompanies this letter. The agreement describes the services that you can expect from MCP going forward. Pricing in the agreement will remain consistent with 2018 pricing at \$22,800 per year with provisions for small annual increases thereafter. The coverage period for your next renewal is July 1, 2019 to June 30, 2020.

Entering into an Agreement with Mission Critical Partners will replace the prior Technology Services Agreement dated July 1, 2012 from Athena Advanced Networks. To ensure continuous service, please sign the new Services Agreement with Mission Critical Partners by June 30, 2019.

There are several factors that make MCP well qualified to ensure the success of the City's public safety systems, to include:

- Dedication to Public Safety – We specialize in support services for high-availability, high-performance and high-reliability mission critical systems.



- Knowledge of the environment – We have previously performed a system assurance review of your site, therefore, we are familiar with the environment and applications being employed. When the system is not working correctly, we know what to look for.
- Track record – MCP possesses a track record that can be collaborated by our clients who will attest to the value of our services, reliability and responsiveness to their needs.
- Secure Network Operations Center – We understand the importance of security and your specific needs include CJIS policy compliance.
- Flexible – We work with our clients to tailor our services to meet your specific needs.

Please do not hesitate to contact Mark Moloney at 321.848.2273 (cell), or by email at [MarkMoloney@MissionCriticalPartners.com](mailto:MarkMoloney@MissionCriticalPartners.com), if you have any questions or need additional information. I may also be contacted at 815.355.8409 (cell).

The entire MCP team is grateful for your business and looks forward to continuing our long standing relationship and opportunity to provide our services.

Sincerely,

Mission Critical Partners, LLC

A handwritten signature in black ink, appearing to read 'David S. Jones', with a long, sweeping underline that extends to the left.

David S. Jones  
President, Lifecycle Management Services



CONTRACT FOR PROFESSIONAL SERVICES

BETWEEN

CARSON CITY SHERIFF'S OFFICE, NEVADA  
AND

MISSION CRITICAL PARTNERS, LLC

THIS AGREEMENT made as of the date written below by and between the Carson City Sheriff's Office, Nevada, a government entity, hereinafter referred to as CLIENT, doing business at 911 East Musser Street, Carson City, NV 89701 and Mission Critical Partners, LLC, a Delaware limited liability company, hereinafter referred to as "PROVIDER", both hereinafter also referred to individually and collectively as "Party" or "Parties."

**RECITALS**

Whereas, the CLIENT desires to employ PROVIDER to provide monitoring services for the CentralSquare Computer-aided Dispatch (CAD) and Records Management System (RMS); and

Whereas, PROVIDER represents and acknowledges that they are fully qualified and capable of performing the services called for in this Agreement, and they are willing to perform these services; and

NOW, THEREFORE, CLIENT AND PROVIDER, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

**SECTION ONE—GENERAL**

**1.1. Definitions.**

**Agreement or Contract.** Agreement or contract means this Agreement between CLIENT and PROVIDER for professional services, including those exhibits, schedules and attachments listed in this Agreement. To the extent there are any conflicts between this Agreement and any exhibits, schedules and attachments, the provisions of this Agreement shall control.

**Term.** The Term of this Agreement will commence on July 1, 2019 and end on June 30, 2022.

**Services.** Services shall mean all services, work, deliverables, and all related professional, technical and administrative activities that are necessary to perform and complete the services required pursuant to the terms and provisions of this Agreement as set forth in Schedule A.

**Monitored Devices.** Monitored Devices are those individual servers or other devices set forth in Schedule B that will be monitored as part of this Agreement.

**Additional Services.** Additional Services are those services not set forth in Schedule A of this Agreement and or Services set forth in Schedule A for Monitored Devices not set forth in Schedule B of this Agreement.

**Deliverables.** Deliverables are those items of work product that are to be delivered to CLIENT as listed in Schedule A of this Agreement.

**Direct Expenses.** Expenses specifically incurred as the result of providing Services (e.g. travel and per diem costs, materials used).

## **1.2. Purpose.**

The purpose(s) of this Agreement is to provide monitoring services for the CentralSquare CAD and RMS. The scope of service is as defined in Schedule A attached hereto and by this reference made a part hereof. The individual servers or other devices that will be monitored as part of the Agreement are as specified in Schedule B attached hereto and by this reference made a part hereof.

## **SECTION TWO—OBLIGATIONS OF THE PROVIDER AND CLIENT**

### **2.1. Provider Responsibilities.**

PROVIDER shall have and perform the following duties, obligations and responsibilities to the CLIENT as outlined in Schedule A.

- a. PROVIDER shall provide and perform all Services pursuant to this Agreement in accordance with generally accepted standards of professional practice, and in accordance with laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies that regulate or have jurisdiction over the Services to be provided and/or performed by the PROVIDER.
- b. PROVIDER shall maintain all necessary licenses, permits or other authorizations necessary to perform the Services of this Agreement until the duties hereunder have been fully satisfied.

- c. PROVIDER shall obtain appropriate Criminal Justice Information Services (CJIS) clearance for all PROVIDER employees who will have access to CJIS data related to this Agreement.
- d. PROVIDER shall prepare all Deliverables required by this Agreement including, but not limited to, all specifications and reports, in such a manner that they shall be accurate, coordinated, and adequate for the purposes intended and shall be in conformity and comply with all applicable law, codes and regulations.

**2.2. Client Responsibilities.**

CLIENT shall have and perform the following duties, obligations, and responsibilities to PROVIDER:

- a. Provide access to information, sites, servers, devices, personnel, agencies and other sources necessary for PROVIDER to complete the Services.
- b. Designate in writing a person to act as CLIENT's representative with respect to the Services to be performed or furnished by PROVIDER under this Agreement. Such person shall have complete authority to transmit instructions, receive information and interpret and define CLIENT's policies and decisions with respect to the Services. CLIENT's designated representative is Karin Mracek.
- c. CLIENT shall be responsible for, and PROVIDER may rely upon, the accuracy and completeness of all reports, data, and other information furnished by the CLIENT to carry out the Services provided under this Agreement.
- d. Should any agency charge PROVIDER a fee for any required information or data, CLIENT will reimburse PROVIDER for the cost of any fees incurred.

**SECTION THREE—BASIC SERVICES**

**3.1. Basic Services.**

The CLIENT will pay PROVIDER for the Services in accordance with Section 6—Compensation.

**SECTION FOUR—ADDITIONAL SERVICES**

**4.1. Additional Services.**

Should the CLIENT request PROVIDER provide and perform professional services under this Agreement not set forth in Schedule A and or as set forth in Schedule A for Monitored Devices not set forth in Schedule B, PROVIDER agrees to provide and perform those Additional Services as may be agreed to in writing by both parties to the Agreement.

**4.1.1** Additional Services shall be administered and executed as Change Orders or Supplemental Task Authorizations under this Agreement. PROVIDER shall not provide or perform, nor shall CLIENT incur or accept any obligation to compensate PROVIDER for any Additional Services, unless a written Change Order or Supplemental Task Authorization shall be executed by the Parties.

**4.1.2** Additional Services will be performed based on PROVIDER's then current rates.

**4.1.3** Each such Change Order or Supplemental Task Authorization shall set forth a description of (1) the scope of the Additional Services and or the additional Monitored Devices requested; (2) the basis and amount of compensation; (3) the applicable Hourly Rate Schedule and (4) the period of time and/or schedule for performing and completing the Additional Services.

## **SECTION FIVE—TIME OF PERFORMANCE**

**5.1. Notice to Proceed.** Upon execution of this Agreement by the CLIENT, the CLIENT will issue a formal Notice to Proceed to PROVIDER. The PROVIDER shall commence work by attending a project kickoff meeting within ten business days of issuance of the Notice to Proceed, or at a mutually acceptable date.

**5.2. Time of Performance.** The PROVIDER agrees to complete the Services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the Services set forth and described in Schedule A of this Agreement.

**5.3. Timeline.** If Schedule A does not set forth a timeline for the completion of the Services, the Parties mutually agree to develop a schedule that will be made part of this Agreement by amendment signed by both parties. It is expected that both parties will carry out their respective responsibilities diligently and expeditiously so as not to delay each other in completing the mutually agreeable schedule.

**5.4. Times for Rendering Services.** If, in Schedule A, specific periods of time for rendering Services, specific deadlines for Services to be completed are established, and if such periods of times or dates are changed through no fault of PROVIDER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment as provided below. If CLIENT has requested changes in scope, extent or character of the Services, the time of performance of PROVIDER's services shall be adjusted equitably as provided below.

If there are changes in the time periods or due dates for a given Deliverable or Service, or there is a change to the scope, extent or character of the Services, PROVIDER shall declare in writing its intent to request an equitable adjustment for any increase in cost or fee and disclose in writing the extent of the increase prior to beginning the work or service. No work will commence under such



circumstances until the parties come to a mutual agreement on a dollar value for the equitable adjustment.

**5.5. Excusable Delays.** PROVIDER shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of PROVIDER, or its subcontractor(s), and without their fault or negligence. Such causes include, but are not limited to, acts of God; force majeure; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon PROVIDER's request, the CLIENT shall consider the facts and extent of any failure to perform the work, and if the failure to perform of PROVIDER was without it or its subcontractors' fault or negligence, the contract schedule and/or any other affected provision of this Agreement shall be revised accordingly.

## **SECTION SIX—COMPENSATION**

**6.1.** For and in consideration of the Services described in Schedule A and Schedule B of this Agreement, CLIENT agrees to pay PROVIDER as follows:

**6.1.1.** A fixed sum, including expenses, of \$22,800.00 for the period from July 1, 2019 to June 30, 2020.

**6.1.2.** A fixed sum, including expenses, of \$23,484.00 for the period from July 1, 2020 to June 30, 2021.

**6.1.3.** A fixed sum, including expenses, of \$23,954.00 for the period from July 1, 2021 to June 30, 2022.

### **6.2. Payment Provisions.**

**6.2.1 Invoices.** During the Term of this Agreement, PROVIDER shall submit to CLIENT, a properly executed invoice, thirty days prior to the annual expiration date, showing Services to be rendered hereunder for the upcoming year. CLIENT shall review each such statement and pay it within 30 days of receipt. Invoices shall be mailed to:

Client Name: Carson City Sheriff's Office  
                  c/o Karin Mracek  
Address: 911 East Musser Street  
State, Zip: Carson City, NV 89701

**6.2.1. Unpaid invoices.** If CLIENT fails to make payment due to PROVIDER for Services and expenses within thirty days after receipt of invoice, the amounts due to PROVIDER shall be increased at the rate of 1% per month from said thirtieth day. In addition, PROVIDER may suspend Services under this Agreement until PROVIDER has been paid in full for all amounts due. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion shall be paid.

## **SECTION SEVEN—GENERAL CONSIDERATIONS**

**7.1. Direction and Control.** PROVIDER agrees that PROVIDER will perform the Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the CLIENT. The parties agree that PROVIDER is not entitled to any benefits or rights enjoyed by employees of the CLIENT. PROVIDER specifically has the right to direct and control PROVIDER's own activities in providing the agreed upon Services in accordance with the specifications set out in this Agreement. The CLIENT shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint ventures.

**7.2. Ownership.** All Deliverables, reports, plans, specifications, data and documents produced in the performance of the Services shall become the property of the CLIENT upon receipt of payment from CLIENT.

**7.3. Restrictions.** CLIENT will not (i) use the Services in any manner or for any purpose other than as expressly permitted by this Agreement, (ii) allow multiple individuals to utilize the same User login credentials, (iii) resell, sublicense, lease or otherwise make the Services available to any third party; (iv) modify, copy or create derivative works based on the Services; (v) reverse engineer, disassemble or decompile the Services, or attempt to derive source code from the Services; (vi) remove, obscure or alter any proprietary right notice related to the Services; (vii) use the Service to send unsolicited or unauthorized junk mail, spam, chain letters, pyramid schemes or any other form of duplicative or unsolicited messages; (viii) store or transmit Content: (A) containing unlawful, defamatory, threatening, pornographic, abusive, or libelous material, (B) containing any material that encourages conduct that could constitute a criminal offense, or (C) that violates the intellectual property rights or rights to the publicity or privacy of others; (ix) use the Services to store or transmit viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs; (x) interfere with or disrupt use of the Services by other PROVIDER customers or to other servers or networks connected to the Services, or violate the regulations, policies or procedures of such other networks; (xi) access or attempt to access PROVIDER's other accounts, computer systems or networks not covered by this Agreement, through password mining or any other means; (xii) access or use the Services in a way intended to avoid incurring fees; or (xiii) use the Services, or permit their use, for purposes of product evaluation, benchmarking or other comparative analysis intended for publication without PROVIDER's prior written consent.

**7.4. Successors and Assigns.** The CLIENT and PROVIDER each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of this Agreement.

**7.5. Changes.** No changes or additions shall be made in this Agreement except as agreed to by both parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

**7.6. Compliance and Standards.** PROVIDER agrees to perform the Services hereunder in accordance with generally accepted standards applicable thereto and shall comply with all applicable state, federal and local laws, ordinances, rules and regulations relating to the Services performed hereunder. PROVIDER shall not access any information which they are not authorized to receive, and under no circumstances shall PROVIDER at any time, during the term of this Agreement or thereafter, release or divulge any confidential material, information or documents received during the performance of the Services hereunder without express written consent of CLIENT, nor shall PROVIDER copy, recreate or use any such confidential information or documents other than for the performance of this Agreement. PROVIDER shall not divulge or otherwise make use of trade secrets or other confidential information, procedures or policies under this Agreement. Neither shall PROVIDER copy, recreate or use any proprietary information of any third party in the performance of this Agreement except to the extent authorized by such third parties.

**7.7. Conflict of Interest.** PROVIDER represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or Services required hereunder.

**7.8. Termination.** Either Party may unilaterally terminate this Agreement for any of the following reasons, so long as the terminating Party has notified the other Party of its intent to terminate, the reason for such termination, and allowed the other Party no less than 30 business days prior to the effective termination date in which to cure the stated reasons:

- a. Actual failure of the other Party to fulfill its obligations hereunder;
- b. Anticipated failure of the other Party to fulfill its obligations hereunder, or anticipated inability of the other Party to perform the work, due to: (1) inadequate financial capability or (ii) loss or material degradation of corporate capabilities which are essential to the other program requirements, including without limitation loss or unavailability of the other Party's key employees;
- c. The insolvency of the other Party or the filing by or against the other Party of a petition, arrangement, or proceeding seeking an order for relief under the bankruptcy laws of the United States, a receivership for any of the assets of the other Party, a composition with or assignment for the benefit of creditors, a readjustment of debt, or the dissolution or liquidation of the other Party.



Upon termination of this Agreement, CLIENT shall pay PROVIDER for services rendered and expenses incurred hereunder which have not been previously paid or disputed by CLIENT for the period up to the date of termination.

**7.9. Notices.** All notices required in this Agreement shall be in writing and shall be sent by certified mail (return receipt requested), hand delivered, or sent by courier service requiring signed acceptance.

If to CLIENT:

Karin Mracek  
Carson City Sheriff's Office  
911 East Musser Street  
Carson City, NV 89701

If to MISSION CRITICAL PARTNERS, LLC

R. Kevin Murray, Chairman and Chief Executive Officer  
690 Gray's Woods Boulevard  
Port Matilda, PA 16870

**7.10. Confidentiality.** CLIENT and PROVIDER agree they shall not disclose, transfer, sell or otherwise release confidential information gained by reason of performance under this Agreement to any party. Such information shall be used solely for the purposes necessary to meet the requirements under this Agreement.

**7.11. Non-assignment.** PROVIDER shall not subcontract or assign any of the rights, duties or obligations covered by this Agreement without the prior express written consent of the CLIENT.

**7.12. Governing Laws and Venue.** This Agreement shall be governed by the laws of the state in which the Services are provided.

**7.13. Signatory.** Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of CLIENT or PROVIDER, as the case may be, and that upon execution of this Agreement, it shall constitute a binding obligation of the CLIENT and PROVIDER.

**7.14. Counterparts.** This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

**7.15. Severability.** Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

**7.16. Non-waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

**7.17. Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

**7.18. Amendments.** The parties may amend this Agreement only by mutual written agreement of the parties.

**7.19. Captions and Section Headings.** Captions and section headings included in this Agreement are intended for convenience only and shall not be used to construe, explain or modify this Agreement in any manner whatsoever.

**7.20. Project Records.** For a period of two years after completion of all work to be performed, PROVIDER shall keep and make available to CLIENT for inspection and copying, upon written request by CLIENT, all records in PROVIDER's possession relating to this Agreement.

**7.21. Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties and supersedes all prior written or oral agreements, understandings or representations. No change, modification, alteration or addition to the terms and conditions of this Agreement shall be binding unless in writing and signed by authorized representatives of both Parties.

**7.22. Nondiscrimination.** PROVIDER warrants and represents that all of its employees are treated **equally** during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

**7.23. Affirmative Action and Equal Opportunity Employer.** PROVIDER is an Affirmative Action Employer and an Equal Opportunity Employer of Protected Veterans.  
EOE/AA - Minorities/Females/Disabled/Veterans

**The Contractor or Subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

**7.24. Indemnification.** CLIENT and PROVIDER shall mutually indemnify, defend and hold the other harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable attorney's fees) arising out of or relating to claims, causes of actions, lawsuits or other proceedings, regardless of legal theory, that result in whole or in part, of each other's officials, officers, directors, agents, employees and contractors/subcontractors: (1) negligence; (2) substantial breach of representation, warrant or covenant made herein, or (3) any claims that products or services provided infringe any other proprietary right of any third party. In a similar manner, the parties shall mutually indemnify, defend and hold harmless from and against damages, etc., that result in whole or in part from each other's officials and officers intentional misconduct or fraud.

Notwithstanding any provision in this Agreement to the contrary, neither party, nor its officials, officers, directors, agents, employees and contractors/subcontractors, shall be liable hereunder for any consequential or indirect loss or damage or any other special or incidental damages incurred or suffered hereunder by the other party or its officials, officers, directors, agents, employees or contractors/subcontractors, unless such damages are based upon the gross negligence or willful misconduct of CLIENT or PROVIDER.

**7.25. Nonsolicitation of Employees.** During and for one (1) year after the term of this Agreement, CLIENT will not solicit the employment of, or employ the PROVIDER's personnel, without the PROVIDER's prior written consent.

**7.26. Arbitration.** All disputes arising between the parties in connection with this Agreement, which cannot first be settled amicably and satisfactorily between the parties, shall be finally settled under the rules of arbitration of the American Arbitration Association by a mutually agreeable arbitrator selected by the parties. If the parties cannot agree upon a single arbitrator, the matter shall be submitted to a board of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so selected shall appoint a third arbitrator. The award of the arbitrator shall be final and binding. No party shall be entitled to, and the arbitrator is not authorized to, award legal fees, expert witness fees, or related costs of a party. The arbitration shall be held in Centre County, Pennsylvania.

**7.27. Proprietary Information.** The Parties anticipate that performance of this Agreement may require them to disclose to each other information of a proprietary nature. Therefore, as an integral part of this transaction, the Parties agree to the following:

- a. Proprietary information disclosed by either Party may only be used by the other Party in performing its obligations under this Agreement.
- b. This Agreement is confidential and proprietary, and neither Party may disclose its contents without the prior written consent of other Party.

**7.28. General Announcement.** Notwithstanding any other provision of this Agreement, the Parties agree that PROVIDER may issue a press release or similar public announcement related to the overall Purpose of this Agreement subsequent to notification of CLIENT.

**7.29. Insurance.** The PROVIDER shall obtain and maintain adequate insurance, including professional liability insurance and any other insurance which CLIENT reasonably may require. Upon CLIENT's request, PROVIDER will promptly furnish CLIENT with certificates of insurance showing such coverage and naming CLIENT as an additional insured for the duration of this Agreement.

**7.30. Acceptance.** Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the Parties in the space below.


IN WITNESS WHEREOF, the Parties have executed this Agreement effective the day and year below written.

Witness: Carson City Sheriff's Office, Nevada  
(CLIENT)

By: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: Mission Critical Partners, LLC  
(PROVIDER)

Judy L. Schroeder By:   
John L. Spearly  
Vice President and Director of Administrative Services

Date: April 11, 2019

## SCHEDULE A—SCOPE OF WORK

This program includes a comprehensive set of services:

- Establish secure connection between agency system and the MCP NOC
- Maintain User Guide – including contact information and Helpdesk instructions
- Provide Helpdesk to answer your questions, provide advice and solve problems
- Dynamically collect status information
- Set thresholds for alerts
- Monitor the status of systems and network (see Schedule B for list)
- Respond when something needs attention
- Analyze and report on conditions – provide monthly reports on routine matters – immediate reports on critical conditions
- Provide recommendations to keep systems and networks functioning properly
- Serve as an advocate for the agency when dealing with multiple support providers
- Deploy staff when on-site services are needed

### **Systems and Network Monitoring**

Monitoring utilizes a server to collect and transmit data to the MCP Network Operations Center (NOC) services team. The following are representative of the conditions monitored:

- Server Monitoring
  - Virtual environments
  - Processor and memory utilization
  - Disk utilization
  - Print queues
  - Error reports
  - Event logs
  - Time sync
  - Backup logs
  - Logs for high availability disk arrays
- Network Monitoring
  - Device status (up/down)
  - Average response time (ping) to device
  - Packet loss to device
  - Processor utilization
  - Memory utilization
  - Port utilization



In summary, MCP monitors the environment and engages as soon as a detected issue requires attention.

### **Problem Resolution**

As issues are identified, MCP's CAD Services team follows a triage model to isolate the matter into one or more of the following categories:

- Application
- Hardware
- Server
- Storage
- Database
- Virtualization
- Network
- Remote systems and interfaces

Once the issued is assessed MCP will either resolve the issue or engage your staff and the other parties involved. No matter what the issue is, MCP will monitor the status until the matter has been resolved.

### **Communication's and Reporting**

Critical issues and conditions are communicated to the agency immediately. Any other monitoring results will be reported monthly at a minimum. The monthly reports include:

- All detected issues
- Corrective actions taken
- Summary of disk utilization
- Summary of system performance
- Status of system backups
- Required site actions

In addition to these communications, MCP assists in organizing monthly status calls that are attended by a wide-range of stakeholders including representatives of management, the primary users within the agency, the applications provider, IT support personnel and others.

### **Helpdesk**

This service includes a comprehensive telephone support desk which is available for reporting issues, requesting services, solving routine matters and answering question during normal working hours.



The Helpdesk and support are available 24/7/365 for critical matters.

### **Prerequisites**

This monitoring service success is based upon the condition and capacity of the environment to support the requirements of the application systems. It is also based upon MCP engineers having an in-depth understanding of the requirements and current view into the IT environment.

### **Agency Support and Facilities**

The following are needed for MCP to monitor and perform troubleshooting triage of the systems and network:

- Remote access to the site using VPN or other secure access facility
- Server to support monitoring – can be a virtual machine
- Ability to send email alerts and reports from the monitoring system to MCP
- Agency contact to assist in coordinating support services
- On-site assistance during triage and other problem-solving activities

**SCHEDULE B—MONITORED DEVICES**

1. Monitor devices:
  - a. CAD Database Server TibCADDB
  - b. CAD APP Server TibCADLive
  - c. CAD APP Server (TRN) TibCADTrn
  - d. Data Warehouse TibData
  - e. Pro QA Server TibProQA
  - f. CAD Remote Server TibRemote
  - g. RMS Database Server TibRMSDB
  - h. RMS APP Server TibRMSLive
  - i. RMS APP Server (TRN) TibRMSTrn
  - j. TIPS Server TibTIPS
  - k. WebQuery Server TibWeb
  - l. Legacy CAD Server (PRI) carcitycad
  - m. Legacy CAD Server (BAK) carcitybak
  - n. Legacy RMS Server carson\_rms