



Information Technology

MEMORANDUM

TO: Gregg Mandsager – City Administrator
Nancy Lueck – Director of Finance

FROM: John Kreuzenstein – Information Technology Manager

DATE: August 12, 2019

SUBJECT: City Council Agenda Item – IT Staff Augmentation Agreement

INTRODUCTION:

As part of the FY2019/2020 budget, City Council approved the estimated expenditure of \$25,000.00 for outside IT consulting including IT staff augmentation.

BACKGROUND:

In October 2018 the City's network was attacked by ransomware. Although no ransom was paid either by the City or the City's insurance carrier and the ransomware was successfully mitigated, it did cause a significant disruption in the City's business processes.

Evaluating the processes that lead to our infection exposed the pressing needs for a long term data security plan. This involved the need for an outside independent organization to provide security testing, consulting, staff augmentation, and assistance in creating an IT roadmap.

On May 29, 2019 requests for proposals (RFP) were sent to 15 vendors as well as being placed on the City's website. The City received a total of nine qualified responses to the RFP. A review committee was established that consisted of Councilmember Kelcey Brackett, Councilmember Tom Spread, the City Administrator, Finance Director and IT Manager.

Two firms were then asked to meet with the review committee and traveled on-site to provide additional presentations and allow additional time for questions from the review committee.

Following those meetings the committee asked Winsor Consulting of Davenport Iowa to submit a service agreement for the staff to review. The Master Service Agreement and Staff Augmentation Attachment are attached. These two attachments together represents the agreement in total.

RECOMMENDATION/RATIONALE:

The Information Technology Department request authorization to enter into a Staff Augmentation Agreement with Winsor Consulting of Davenport, Iowa. Winsor consulting has agreed to a discounted fee of \$140/hour for typical business hours service (8-5). Winsor Consulting has agreed to do the initial assessment at no charge. City staff is currently estimating an average monthly billable hours of 20 hours per month pending the results of the initial assessment.

Winsor Consulting Group, LLC. Master Agreement #1504
(number recorded by Winsor upon completion)**Service Provider**Winsor Consulting Group, LLC
13813 110th Ave
Davenport, IA 52804
563-362-5464**AND****Client**City of Muscatine
John Kreuzenstein
215 Sycamore Street
Muscatine, IA 52761

1) PARTIES: The following terms and conditions are incorporated into a legal agreement ("Agreement" or "Master Service Agreement") made between Winsor Consulting Group, LLC., "Winsor" and the individual and business entity identified in the CLIENT section of this document, herein known as "Client"

2) SCOPE OF SERVICE: Winsor will provide service to Client under one, or both of the following models identified as "Project," and "Recurring." Project: Winsor agrees to provide Client one time labor services and/or software license(s) and/or equipment as outlined in "Estimates", "Quotes", "Proposals", or "Scope of Work". Recurring: Winsor agrees to provide Client ongoing labor services, and/or rented software license(s), and/or rented equipment as detailed in separate Agreement attachments.

Once Client approves any Project or Recurring service it shall be included in this Agreement as an attachment hereto, and may be referred collectively to as the Agreement. Winsor agrees to provide these services to Client in exchange for payment from Client and upon the condition that Client accept all of the terms of this Agreement.

Client agrees that Winsor will not be liable to you for any modification, general suspension, discontinuance or removal of any Project or Recurring services except to the extent that Winsor discontinues any service prior to the end of Client then-current subscription Winsor will return to Client any prepaid, but unused portion of the fees Client paid for the then-current subscription to the applicable service. Winsor has the right, in our sole discretion, to refuse or restrict access to any or all of the Project or Recurring services by anyone at any time.

3) TERM. This Agreement is effective once both parties have approved this document by signature or digital signature and will remain in effect until terminated in accordance with the terms of this Agreement. The initial term of this Agreement is three (3) years unless otherwise specified on the summary page as "periods", "payments", or "Contract Term." The initial term of this Agreement shall commence on the latest date of the signatures of the parties below, subject only to the exchange of signature pages. This Agreement shall automatically renew for successive renewal terms of one (1) year (each a "renewal term") unless Client or Winsor provides written notice delivered via US Postal Mail of non-renewal at least thirty (30) days prior to the expiration of the Initial Term or Renewal Term. All renewal term(s) will be billed at the then current rate charged by Winsor. The initial term and any renewal term may be referred to collectively herein as the "term." If a client elects non-renewal, services will be billed month to month at a rate of twice the agreement monthly rate until such time the agreement is terminated.

4) WARRANTY DISCLAIMER. Winsor is consulting with Client and analyzing Client's computer system and making recommendations based upon its monitoring and inspection of Client's system, and based on information provided by Client to Winsor that is in limited scope. Winsor warrants that services provided will be of good, workmanlike quality, performed with the required skill necessary. If a warranty applies, it will be in effect for thirty (30) days, from the date services are first rendered.

EXCEPT FOR AS SPECIFICALLY PROVIDED IN THE ABOVE PARAGRAPH, WINSOR MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, RESPECTING SERVICES PERFORMED OR EQUIPMENT AND MATERIALS FURNISHED UNDER THIS AGREEMENT. WINSOR DOES NOT WARRANT THAT AS A RESULT OF MONITORING OR LIMITED INSPECTION, THEY WILL IDENTIFY ALL OF THE POTENTIAL PROBLEMS OR ISSUES WITH CLIENT'S SYSTEM, NOR DO THEY WARRANT THAT THEIR RECOMMENDATIONS WILL REMEDY ALL PROBLEMS OR ISSUES THAT THE CLIENT MAY ENCOUNTER. UNDER NO CIRCUMSTANCES WILL WINSOR CONSULTING GROUP, LLC. BE LIABLE FOR DATA WHICH WAS NEVER SENT TO THE OPERATIONS CENTER BY THE SOFTWARE. WINSOR CONSULTING GROUP, LLC. DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE AND/OR SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE AND/OR THE SERVICES WILL BE AVAILABLE, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SOFTWARE OR THE SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU TO THE EXTENT SUCH EXCLUSION IS NOT ALLOWED BY APPLICABLE LAW. YOU MAY HAVE OTHER RIGHTS THAT VARY BY JURISDICTION.

5) LIMITATION OF LIABILITY: IN NO EVENT SHALL WINSOR HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OR INABILITY TO USE ANY SERVICE PROVIDED BY WINSOR,

INCLUDING ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, LOSS OF USE, DIMINUTION IN VALUE, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOST SAVINGS, LOST REVENUE, LOSS OF USE OF EQUIPMENT, LOST DATA, COST OF SUBSTITUTE EQUIPMENT, SERVICES, DOWN-TIME, OR CLAIMS OF CLIENT FOR SUCH DAMAGES, WHETHER THE CLAIMS BE IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, INDEMNIFICATION OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT WINSOR HAS BEEN ADVISED OF SUCH POTENTIAL DAMAGES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION AND OBLIGATIONS IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION, ANY CLAIM OF BREACH OF CONTRACT OR NEGLIGENCE. IN ALL EVENTS NOT PROVIDED FOR IN THIS AGREEMENT AND WHERE PERMITTED BY LAW, WINSOR LIABILITY (REGARDLESS OF THE FORM OF ACTION) WILL BE LIMITED TO AN AMOUNT NOT TO EXCEED THE CUMULATIVE ANNUAL AMOUNT OF CHARGES PAID TO WINSOR. WINSOR'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDIES FOR WINSOR'S LIABILITY OF ANY KIND (INCLUDING LIABILITY FOR NEGLIGENCE) FOR PERFORMANCE, NONPERFORMANCE OR DELAYS IN PERFORMANCE BY WINSOR UNDER THIS AGREEMENT ARE LIMITED TO THOSE CONTAINED IN THIS AGREEMENT WHERE PERMITTED BY LAW. THE FORGOING LIMITATIONS OF LIABILITY ARE REFLECTED IN THE PRICING OF THE SERVICES.

6) INDEMNIFICATION: Client acknowledges and agrees that the use of any technology entails certain unavoidable risks, and that no technology is 100% foolproof or immune from attack. Client agrees to indemnify, defend and hold harmless Winsor from and against all claims, cause of action, cost, fine or fee, demands, liabilities, damages, losses, expenses, including attorneys fees and lawsuits which may be asserted against or incurred by Winsor by or due to any person not a party to this Agreement for any expense, unintentional or accidental disclosure, misuse, or erasure of Data, or any breach of security, loss or damage including, but not limited to, statutory civil damage, personal injury, death and/or property damage, real or personal, arising out of the design, sale, lease, installation, repair, service, dispatch, maintenance, monitoring, recording of communications, operation or no operation of the equipment, whether due to the sole, joint, or several negligence of Winsor or its agents, servants, employees suppliers, or subcontractors, breach of contract, express or implied, breach of warranty express or implied, product or strict liability, and/or any claim for contribution or indemnification, whether in contract, tort or equity. Notwithstanding anything contained herein to the contrary, this paragraph shall not apply to claims for loss of damage caused directly and solely by the negligence of an employee of Winsor while at Client's premises, provided, however, that this exception shall be limited to the amount of proceeds received from Winsor's insurance policy(ies) applicable to the claim or action.

7) ACCESS: Client agrees to maintain, where required, a full time, dedicated Internet connection and to allow Winsor access to the Client's network via that Internet connection. Client agrees to allow Winsor employees or subcontractors access to its facilities in order to perform services under this Agreement. Client agrees to allow Winsor access to the equipment. Client agrees to allow Winsor to load any necessary management software on their systems. Client agrees to furnish Winsor with Administrator-level password access, for all equipment and servers. Except for the purpose of security and in accordance with execution our duties and responsibilities of this agreement, Winsor agrees not to prevent Client from accessing any equipment owned by the Client.

8) EXCUSABLE DELAYS: Winsor shall not be liable for delays in performance due to fire, flood, acts of terrorism, acts of civil or military authority, inability to obtain or delays in obtaining suitable material or facilities required for performance, or temporary unavailability of qualified personnel, or other causes beyond its reasonable control or failure by Client to provide full and appropriate access to the equipment.

9) COPYRIGHT: All intellectual property rights in the software, user documentation, policy documents, procedure documents, service tickets, and time logs and are owned by Winsor Consulting Group, LLC. and as applicable its suppliers and are protected by United States copyright laws, other applicable laws and international treaty provisions. Winsor Consulting Group, LLC. and its suppliers retain all rights not expressly granted pursuant to this Agreement.

10) LICENSE & TITLE: Software license: Client retains licenses to software deployed at Client site that Client has directly purchased. For testing and development purposes, Winsor may utilize Client's software licenses for the purposes of providing services to the Client. At termination of contract, all software licensed directly by Client and utilized by Winsor will be surrendered to Client.

Software as a Service: Winsor retains licenses to software deployed at Client site that is inherent in providing services under this agreement. This includes the software necessary to provide the Services to Client and Software that allows Client personal computer(s) to access the Winsor Server Software and use the Services provided by Winsor. Under the terms of this Agreement, Winsor grants to Client the non-exclusive, non-transferable, limited license to: (a) download and use one (1) copy of the Software on any personal computer that Client owns, as long as it is used in conjunction with the Services and after registering each such personal computer with Winsor in connection with your use of such Services; (b) copy the software onto any computer for back-up purposes in support of your use of the Winsor Services, after successfully registering for said Services; and (c) transfer the software and license to another party as long as Client and such other party comply with the terms set forth in this Agreement. Any other use of the Software is strictly prohibited. Client may not use, copy, modify, translate, adapt, disclose or transfer the Software or any copy, in whole or in part, except as expressly provided in this Agreement. Client agrees not to make any attempt to decompile, disassemble or reverse engineer the Software or otherwise discover or derive the source code or underlying processes, ideas, structure, organization or algorithms of the Software. Client is solely responsible for Client conduct and Client data related to the Services. The Software is made available to Client only for business use, which use must be in compliance with all applicable laws, rules and regulations and must not infringe or violate third party rights. Client may not make commercial use of the Software or Services, including but not limited to selling or distributing the Software and/or Service to any third party.

Purchased equipment: Client retains ownership of all equipment deployed at Client's site that Client has expressly purchased. For testing and development purposes, Winsor may utilize Client's hardware for the purposes of providing services to the Client. At termination of contract, all hardware owned by Client and utilized by Winsor will be surrendered to Client, and any and all use of that hardware by Winsor discontinued. At termination of contract, all hardware owned by Client and utilized by Winsor for testing will be surrendered to Client, and any and all use of that hardware by Winsor discontinued. Winsor is responsible for safe return of that hardware to Client at Client's expense.

Hardware as a service: Winsor retains ownership of all hardware owned by Winsor and deployed at Client's site that is inherent in providing services under this agreement and that which is provided for Client's use within this agreement. Upon termination of this agreement, all hardware owned by Winsor and utilized by Client will be surrendered to Winsor, and any and all use of that hardware by Client discontinued. Client is responsible for safe return of that hardware to Winsor at Client's expense. Termination and return of hardware owned by Winsor does not waive client responsibility to fulfill the full term of the agreement. Client's failure to return the hardware upon termination of the agreement will result in Winsor issuing a charge for the full original value of the hardware with payment due immediately.

11) RISK OF LOSS: Title and risk of loss to the product shall pass to Client on the date the product is delivered to the Client by Winsor, or its agent.

12) PAYMENT TERMS: Client shall pay Winsor according to the payment terms stated on the Project or Recurring scope of service. If any amount owed under this Agreement is not paid when due, Winsor may add a late fee of \$25.00 each month and a service charge of 1.5% per month on unpaid amounts. If Client is paying with Credit Card, Client agrees to pay in accordance with card holder agreement and to keep a valid Credit Card on record with Winsor at all times during the agreement. Client agrees to pay all costs of collection, including attorney's fees, made necessary by nonpayment by Client. Winsor reserves the right to terminate or suspend Project or Recurring service if account is not paid within 30 calendar days of the invoice due date. Winsor may allow Client to make progress payments towards project work or recurring agreement(s) provided that Client agrees such a payment schedule does not alter the total contracted amount due to Winsor.

13) APPLICABLE LAW: This Agreement will be governed by the laws of the State of Iowa without regard to the conflicts of laws provisions thereof. You agree to submit all jurisdiction specifically to the State of Iowa District Court in and for Scott County, or if there is jurisdiction, the United States Federal Court for the Southern District of Iowa, Davenport Division.

14) MODIFICATION OR AMENDMENT: Winsor reserves the right to change these Terms and Conditions, prices, fees, rates and charges, at any time by giving Client prior written notice of the change(s). The notice may be in the form of a bill insert, email, or other written notification. Client agrees to be bound by said modifications by accepting service, or by paying any invoice, fees, rates, or charges, after Client has been given notice of the change(s). Client may reject modifications of the terms and conditions, prices, rates, and charges by providing written notice to Winsor via US postal mail within 30 days after receipt of modifications notice. If Client rejects modifications, Winsor will have the option to terminate the Agreement immediately without penalty to Client or Winsor.

15) ASSIGNABILITY: This Agreement is not assignable by Client except upon the written consent of Winsor, which shall be at Winsor sole option. Winsor may assign our rights and obligations under this Agreement, at our sole option, without notice, to any party or its affiliate acquiring all or substantially all of the assets or stock by merger or otherwise of Winsor.

16) TERMINATION: If Client cancels or terminates this Agreement prior to its expiration, any outstanding balances, including remaining agreement term monthly payments become immediately due and payable to Winsor regardless of previous payment arrangements. If Client cancels or terminates this Agreement prior to its expiration, any project down payment amounts that have been prepaid as a retainer for service to Winsor will remain on account for the benefit of Client for a maximum period of one (1) year from the date of termination or cancellation or until the funds have been completely exhausted. In the event that the funds are not exhausted within said one (1) year period they shall be forfeited to Winsor and Winsor shall have no obligation to account to Client or refund any money to Client. This Agreement shall remain in force and effect until Client discontinues use of, and facilitates return to Winsor of all equipment and software provided as part of this Agreement, regardless of 30 days prior written notice by US Postal Mail. Winsor may terminate this Agreement and Client shall be in default of this Agreement if Client fails to pay any charge when due, or fails to perform, or observe any other term, or condition of this Agreement. In the event that Winsor cancels or terminates this Agreement prior to its expiration, any credit balance will be refunded to Client, less any discounts taken or charges waived by virtue of the Agreement. In the event that Winsor cancels or terminates this Agreement prior to its expiration, Client's entire outstanding balance shall be due within 7 days regardless of previous terms. Upon termination of this Agreement Winsor shall not be obligated to restore the premises to the original condition. All Client data stored in the Winsor cloud servers will be deleted from Winsor's servers 30 days after the termination of this agreement. If your account is suspended or terminated, Winsor shall have no obligation to provide Client with copies of Client Data.

17) CONFIDENTIALITY: Winsor and the Client agree that any and all information identified by the other as "Confidential" and/or "Proprietary", or which, under all of the circumstances, ought reasonably to be treated as Confidential and/or Proprietary, will not be disclosed to any third person without the express written consent of the other party. Confidential Information includes, but is not limited to, information about the respective entities' products and services, information relating to purchasing, accounting, pricing, marketing and clients not generally known in the business in which the entity has been, is or may become engaged and which is developed by, disclosed to, or becomes known as a consequence of or through each party's relationship with the other. Confidential Information does not include any information or development: (i) which is or subsequently becomes available to the general public other than through a breach by the receiving party; (ii) which is already known to the receiving party before disclosure by the disclosing party; (iii) which is developed through the independent efforts of the receiving party; or (iv)

which the receiving party rightfully receives from third parties without restriction as to use. Upon the expiration of the term of this Agreement, Winsor shall, and shall instruct its agents to whom Confidential Information was disclosed pursuant hereto, continue to treat as confidential and preserve the confidentiality of all Confidential Information received from the Client.

18) NON-SOLICITATION: During the Term of this Agreement and for two (2) years thereafter, Winsor and Client mutually agree not to solicit for employment each other's employees. It is further agreed that if Winsor or the Client does hire an employee or representative of the other party either directly or indirectly, that the offender will pay the other party as liquidated damages the sum, of \$30,000, which is the amount the parties agree is fair and reasonable under the circumstances, since damages are difficult to adequately determine.

19) ENTIRE AGREEMENT: This Agreement (including any and all exhibits or attachments hereto) constitutes the complete and exclusive statement of the agreement between parties, which supersedes all prior and concurrent understandings. No representations, inducements, promises, negotiations, or agreement, oral or otherwise, which are not contained herein, shall be of any force or effect. This Agreement may be amended or modified only by written instrument executed by both parties.

20) SEVERABILITY: If any term, condition or provision in this Agreement is found by a court of competent jurisdiction to be invalid, unlawful or unenforceable to any extent, then it is the intent of the parties that such court apply a rule of reasonableness and modify the term, condition or provision in question so it will remain in effect to the greatest extent permitted by law. In the event a court finds such procedure to be inappropriate, then such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

21) TIME LIMITATIONS FOR BRINGING CLAIMS: YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE SOFTWARE AND/OR THE SERVICES, OR ANY PART THEREOF, OR THIS AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED. To avoid any doubt, you agree that the time limitations herein limit the time in which a claim may be affected or remedy may be invoked even though such time limits may be less than those otherwise afforded under applicable statutes of limitation.

22) WAIVER: The failure of Winsor to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

23) Attachments: Attached hereto are the attachments which are incorporated herein by reference and are subject to the terms of this Agreement.

24) Interpretation: The parties hereto acknowledge and agree that: (i) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement, and (ii) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement.

25) Independent Contractor: The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

26) Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

City of Muscatine

John Kreuzenstein
215 Sycamore Street
Muscatine, IA 52761

Winsor Consulting Group

Brian Sprott
13813 110th Ave
Davenport, IA 52804
(563) 362-5464
bsprott@winsorgroup.com

Signature: _____

Name: John Kreuzenstein

Date: _____

Signature: _____

Name: Brian SprottTitle: PresidentDate: 08/12/2019



WINSORCONSULTING

City of Muscatine Staff Augmentation Attachment

Prepared for:

City of Muscatine

John Kreuzenstein

jkreuzenstein@muscatineiowa.gov

Prepared by:

Winsor Consulting Group, LLC.

Ryan Harvey

rharvey@winsorgroup.com

(563) 362-5476





This Staff Augmentation Attachment ("Agreement") is entered into by and between City of Muscatine ("Client") and Winsor Consulting Group, LLC. ("Winsor") pursuant to the Master Services Agreement.

Introduction

Winsor is enthusiastic about the prospect of serving City of Muscatine. This purpose of this Agreement is to describe the arrangements for providing Staff Augmentation Services. Winsor's objective with this Agreement is to provide affordable, reoccurring IT support for City of Muscatine.

Services and Deliverables

Winsor will work closely with key personnel at City of Muscatine throughout the term of this Agreement.

Winsor's engineer(s) will perform services consisting of activities, tasks, and associated deliverables as directed by the Client. Services can be provided both on site and from remote locations as directed by the Client.

Rates

Our fees for the Staff Augmentation services will be based upon actual time and material at our discounted rate. Winsor will provide an engineer to City of Muscatine for the discounted rate of \$140 per hour.

After hour rates will apply for non-emergency or unplanned work performed outside of normal business hours. (i.e. 1.5 times normal rates, at \$210 per hour after 5 PM and before 7 AM. Two times normal rate, \$280 for weekends and holidays.)

Emergency work consists of High Priority and Critical tickets:

High Priority: Affects whole departments or a large number of users and/or major business processes are stopped.

Critical: Entire company/organization is affected and/or major business processes are stopped.

At the end of the initial term, our fees may be subject to an adjustment as our prevailing rates change from time to time.

Out-of-pocket expenses are billed at actual cost and are in addition to the above stated fees.

Winsor Consulting will perform an initial discovery and security assessment for the City of Muscatine at no cost to the City, as part of the new customer onboarding process.

Terms

In addition to the "Term" as referenced in the Master Service Agreement, this Agreement is effective upon the date signed, and shall remain in force for a period of one year. The Staff Augmentation Attachment may be renewed for a subsequent yearly term beginning on the day immediately following the end of the Initial Term.

This agreement is considered a part time contract placement for the purposes of taxation.

Entire Understanding

This Agreement states the entire understanding between the parties with respect to its subject matter, and supersedes all prior proposals, negotiations and other written or oral communications between the parties with respect to the subject matter of this Agreement. No modification of this Agreement, and no waiver of any breach of this Agreement, shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought. No waiver of any breach of this Agreement, and no course of dealing between the parties, shall be construed as a waiver of any subsequent breach of this Agreement.



Interpretation

Unless expressly stated otherwise, all capitalized terms used in this Agreement shall have their same meaning as in the Master Service Agreement. To the extent the provisions of this agreement are inconsistent with the provisions of the Master Service Agreement, this Agreement Attachment shall control.

Service Level Agreement

Problem Escalation: In order to ensure that the SLA target is met, we utilize automatic workflows within ConnectWise Manage to escalate the issue and notify management when the target is nearing. Resources assigned to the ticket, along with all Winsor management, are notified if the ticket exceeds the SLA target. While these response times are what we adhere to, we strive to respond to all tickets within the first thirty minutes of the ticket being submitted during business hours. Between 7:00 AM and 5:00 PM, Winsor will have a senior engineer assigned to the City of Muscatine within 30 minutes in the event of an emergency. Outside of business hours, Winsor will have a senior engineer assigned within 1 hour of notification of an emergency. While these are our maximum times for response, we strive to have a senior engineer working on an emergency ticket within 10 minutes.

Winsor Consulting Group Service Level Response Times

Severity	Description	Initial Response (Tier 1)	Escalation (Tier 2)	Escalation (Tier 3)
1 – Critical	Server or Network Outage (Majority of Users Affected)	30 Minutes	1 Hours	2 Hours
2 – High	Degraded performance or partial outage (Large number of users affected, or business critical function affected)	1 Hour	2 Hours	4 Hours
3 – Medium	Limited degradation of service (Limited number of users or functions affected, business processes can continue)	2 Hours	8 Hours	24 Hours
4 – Low	Nonuser impacting issue	8 Hours	48 Hours	96 Hours



Acknowledgment of Winsor Staff Augmentation Services

This form is used to acknowledge receipt of and compliance with the organization's Winsor Staff Augmentation Services.

Master Service Agreement Attachment

This support guide forms a complete understanding of the business relationship between Client and Winsor when combined with the Winsor Master Services Agreement found at <https://www.winsorconsulting.com/master-services-agreement/>

Procedure

Complete the following steps:

1. Read the Winsor Staff Augmentation Attachment.
2. Read the Master Service Agreement.
3. Sign and date this form in the spaces provided below.
4. Return this page to Winsor with a completed Master Service Agreement to start the enrollment process for Winsor Staff Augmentation.

Signature

By signing below, I agree to the following terms:

- (i) I have received and read a copy of the Winsor Staff Augmentation Attachment.
- (ii) I have received and read a copy of the Winsor Master Service Agreement.

City of Muscatine

Signature: _____

Name: _____

John Kreuzenstein

Date: _____