



AUTHORIZATION FOR AGREEMENTS, MOUs, OR OTHER DOCUMENTS OBLIGATING THE CITY

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: SLA\_DeltaAV\_24-25 Date: 8.14.2024

Statement of Purpose: Service Level Agreement with Delta AV for service calls for the Fiscal Year 2024 - 2025

Department Head Signature: [Signature]

Remarks, if any: City Atty has reviewed. Email attached

City Attorney Review and Signature: See Email Date: 6-11-24

Other Signatures as Requested by the City Attorney: \_\_\_\_\_

Name/Position  
Date: \_\_\_\_\_

Budget Confirmed: Signature Yes  No  N/A

Certificate of Insurance Attached: Yes  No  N/A

City Council Approval Needed: Yes  No  Date: \_\_\_\_\_

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: [Signature] Date: 8/14/24

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Date posted on website: \_\_\_\_\_

## Travis Reeves

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**From:** David Allen  
**Sent:** Tuesday, June 11, 2024 3:26 PM  
**To:** Travis Reeves  
**Cc:** Erik Glover; Jeanne Tejada  
**Subject:** Re: City of Newport- remote help with new recorder  
**Attachments:** City of Newport SLA - 2024-2025.pdf

Attached SLA looks okay, and the one from last year (link below) was scanned with minutes from a committee meeting, so that should be re-scanned. --David

[https://www.newportoregon.gov/dept/adm/agreements/3462/agreement\\_3462.pdf](https://www.newportoregon.gov/dept/adm/agreements/3462/agreement_3462.pdf)

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**From:** Travis Reeves  
**Sent:** Tuesday, June 4, 2024 4:32 PM  
**To:** David Allen  
**Subject:** FW: City of Newport- remote help with new recorder

Hello David,  
Can you review this SLA, it is for our AV system in the Council Chambers. Looks like it is up for renewal. If all is well I will pass on to spencer to sign.

Travis Reeves  
City of Newport  
IT Director

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## Service Level Agreement for

# City of Newport

Effective April 1, 2024 – March 31, 2025

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### Scope:

This Service Level Agreement includes the maintenance, care, and service of audio-visual systems currently installed in the locations as listed under Site Location.

### Site Location:

City of Newport City Hall  
169 SW Coast Hwy  
Newport, OR 97365

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### Modes of Service

Monday – Friday phone and email assistance from 8am – 5pm  
On-site visits from Delta AV technician

### Included Services & Scheduling:

This Agreement includes the following:

- On-site Service labor including troubleshooting, removing, reinstalling, configuring equipment (see exclusions)
- Up to one (1) On-site service call
- Up to four (4) Remote service sessions
- Up to one (1) Preventative Maintenance (PM) trip (to be scheduled in advance)
- Priority scheduling of on-site service work for quickest resolution of issues
- Remote Monitoring with Remote Access for resolution of minor incidents.

The preferred method of requesting service for issues is to email [REDACTED]  
24-business hour email or phone call response to incidents.  
All rooms are to be available during scheduled service call or Preventative Maintenance.

### Equipment:

Delta AV will work with manufacturer warranties on all equipment.  
Delta AV will consult and coordinate with City of Newport Audio/Visual personnel for best resolution if/when any equipment, parts or component repairs are *not* covered under warranty.  
Delta AV will manage warranty information for equipment as designed, spec'd, or installed by Delta AV to the best of its abilities.



Exclusions:

- Scaffolding and lift rentals
- Non-AV related IT equipment including switches, access points, servers or routers that are not a part of or necessary to the operation of the installed AV system or its components
- The cost of replacement parts or components
- Any new rooms, spaces or areas not pertaining to the address listed under Site Locations above
- Project specific parts & equipment; Event Support; Embedded Employee; Install Labor.

Standard Rates After Purchased Time:

Additional standard service rate per hour per technician .....	\$150.00
Additional standard programming rate per hour per technician .....	\$160.00
Additional after hours and weekend rate per hour per technician .....	\$300.00
Per Diem for over 8-hour workday in Oregon.....	\$200.00

Payment is due at the beginning of the coverage term and coverage begins on receipt of payment.

The length of the Agreement is one (1) year.

If you wish to renew for the next year, please contact Delta AV three months prior to Agreement end date.

All On-Site Service, Remote Service, Preventative Maintenance, and Travel..... \$4,995.00

Total Priority Service for one year ..... \$4,995.00

Approval:

Customer Signature: [Signature] Date: 2/14/24

Purchase Order: N/A

Customer specified point of contact(s): TRAVIS REEVES, Erik Colner



## Agreement Specific Terms & Conditions

### Customer Responsibilities

#### Customer Responsibilities.

- a. Assign and maintain a point of contact for Delta AV. The point of contact will provide on-site support for the customer's equipment, hardware, software applications or can act as a liaison to the customer's site or support group.
- b. Use the processes defined in this Agreement for requesting help and services.
- c. Maintain timely payments with Delta AV.
- d. Any unauthorized changes made to a system by the customer may result in additional time and material changes.

### Service Hours

Business hours for Delta AV are from 8:00 am to 5:00 pm Monday through Friday, excluding the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving (Thursday and Friday), Christmas Eve, and Christmas Day. If a holiday falls on a Saturday, Delta AV is closed on the preceding Friday. If a holiday falls on a Sunday, Delta AV is closed on the following Monday. Extreme weather, and or emergencies may prompt Delta AV to close or adjust its operating hours.

### Priority Service Request Process

To make a request for service from Delta AV, email [REDACTED] during business hours.

### Locations

This Agreement covers the rooms and systems located at the address under Site Locations as of the date the agreement is signed. As new rooms, areas and locations are added to the desired scope of this Agreement, considerations such as location, system size, number of rooms, etc. will be factors in determining whether this Agreement will need to be revised or amended at Delta AV's discretion.

### Early Termination

This Agreement may be terminated by either Delta AV or the Customer with a 30-day notice. Funds originally paid or invoiced ahead of time will be returned as an amortized value according to the date of the termination of the Agreement, and in proportion of funds already used for services rendered and/or parts purchased, if terminated before the full term of the Agreement has completed. If no such early termination has been requested in writing 30-days prior to the termination of this Agreement's full term, unused funds can be rolled over into a new Agreement term if renewed. If there are unused funds, no early termination and no Agreement renewal, the customer forfeits the remaining balance.