

6-C



TOWN OF PONCE INLET /DEPARTMENT OF FIRE SERVICES

STAFF REPORT TO TOWN MANAGER

Town Council meeting of January 19, 2017

Type of Request: Supplemental Helpdesk and Network Support Agreement.

Discussion:

Staff is requesting approval of the attached Active IT agreement with Network People. The agreement would provide additional IT and network infrastructure support to the town. This would be an augmentation to the current full-time IT services currently provided. The agreement is for 3 years, with a monthly cost of \$1,290.

It was recognized early on that the Town's need for IT services needed a full-time, onsite component, which was added in FY 14-15. As is always the case in the IT arena, there is often more IT needs than resources. Network People will be able to provide additional unlimited helpdesk support, allowing better prioritization of IT issues through onsite staff. The agreement also provides support for maintenance of all the Town's servers, which has been a challenge in the past. This partnership will also provide the IT Manager with instant collaborative resources for upcoming IT projects, network maintenance, and any other IT issue beyond the current scope of our onsite staff. Hiring an additional IT support person would be a nice addition. After evaluating the historical IT needs of the Town, we feel the agreement with Network People is the more appropriate and most cost effective way to provide additional helpdesk and network support to the Town's internal and external customers.

Network People has extensive history working with other Florida municipal governments, and comes highly recommended.

A supplemental appropriation in the amount of \$10,320 will be required to fund the agreement for FY 16-17.

Recommendation:

Staff recommends approving the Active IT agreement with Network People.



Dan Scales, Fire Chief

January 9, 2017
Date



Amended attachment to Item 6-C; changes noted on pg 2 (per town attorney)

01/17/2017

Active IT™ Agreement

NETWORK PEOPLE, INC. is committed to helping organizations secure and manage their critical business data. Our certified system engineers will partner with you to maintain the confidentiality, integrity and availability of your data according to the details of this agreement.

THIS AGREEMENT is between NETWORK PEOPLE, INC., with office located at 13075 US Highway 19 N. Clearwater, Florida 33764 and Town of Ponce Inlet with office located at 4300 South Atlantic Avenue, Ponce Inlet, FL 32127. ("The Company")

Agreement Type for "The Company" is UNLIMITED REMOTE .

Active IT™ Services for "The Company"	UNLIMITED REMOTE
<ul style="list-style-type: none"> • Strategic Plan <ul style="list-style-type: none"> - Quarterly Strategic Planning and Progress Reviews - Risk Analysis of Critical Business Data - Future Needs Forecasting including Disaster Recovery Preparation - Business Continuity and Policy Planning 	<ul style="list-style-type: none"> ✓ ✓ ✓ ✓
<ul style="list-style-type: none"> • Proactive Support <ul style="list-style-type: none"> - Active IT™ Detection of Covered Workstations - 24x7 Logging with 8x5 Business Hour Technician Monitoring - Active IT™ Alerts and Initial Response to Security Breaches - Active IT™ Maintenance: Antivirus and Patch Updates, Licensing and Server Productivity 	<ul style="list-style-type: none"> ✓ ✓ ✓ ✓
<ul style="list-style-type: none"> • On-Site Service <ul style="list-style-type: none"> - Regularly Scheduled Service Visits to Your Location by a Network People Engineer - On-Site Maintenance and Systems Documentation - User Training and General Support - Site Inspection and Review according to Active IT™ Standards • On-Site Network Administrator <ul style="list-style-type: none"> - User Training and General Support - Replace current cptr/server/camera/phone with new system - Tablet, Smart Phone, Printers, Scanners - Install new hardware/database/phone/security equipment - Infrastructure changes: cabling, network closet modification, office move • On-site Visits per month <ul style="list-style-type: none"> - Covers all items above up to the On-site Visits under "Covered Devices" of agreement 	<ul style="list-style-type: none"> Hourly ✓
<ul style="list-style-type: none"> • Unlimited Remote Support <ul style="list-style-type: none"> - Remote Support for 33 Workstations - Domain related assistance: DNS, web redirection, MX Record, registration - Live Technician to Contact for Assistance as Needed - Help Desk Support 	<ul style="list-style-type: none"> ✓ ✓ ✓ ✓





• **Server Support—Red N Only**

- Patch Management: Windows patching and third party patching. Ensure patch compliance with minimal user impact and downtime ✓
- Anti-malware: Comes with best in class anti-malware from Webroot. Super lightweight but designed to protect against the latest threats. ✓
- Malicious code prevention: Tools designed to detect and prevent forms of attack including ransomware, key loggers, botnets, waterhole attacks, brute force attacks, and others ✓
- Automated Fixes: Fix many common issues automatically during the nightly maintenance window ✓
- Endpoint Monitoring: Determine which systems have issues before they cause downtime ✓
- Hardware and Software Inventory Management: Determine what hardware is out of warranty ✓

1. Terms of Contract

- 3 year. This Contract shall automatically renew on a year to year basis unless Network People, Inc. is notified in writing thirty (30) days prior to the end of the agreement.
- The Company may terminate this Contract at any time, for any reason, after giving thirty (30) days written notice of termination to Network People, Inc. If, within the first 3 years of the term of this Contract, the Company terminates this Contract for any reason other than unsatisfactory performance or breach of contract by Network People, Inc., then tThe Company agrees to pay an early Termination Fee if they terminate this Contract any time within the first 3 years of the contract. The Termination Fee of \$2580 will be assessed by Network People when the notice of termination is received. If the balance of the money owed on the 3 year contract is less than \$2580, only the balance of the contract is owed. If the balance of the money owed on the 3 year contract is more than \$2580, ~~only the then any outstanding balance incurred up to the date of termination -amount due for that 30 day notice and the~~ shall be due in conjunction with the \$2580 Termination Fee is owed. The Company will not be charged an early Termination Fee if the Company terminates this Contract at any time after the initial 3 year contract term. The Company agrees to pay Network People in full (Termination Fee and any money owed for that month’s service) by the 30th day after written notice of termination.
- Upon acceptance, “The Company” will submit to Network People, Inc., payment for the first month as well a standard set-up fee. All subsequent payments will be due on the first day of every month.
- If payment isn’t received by the 15th of the month, a fee equal to the greater of \$35.00 or 5% of that month’s Active IT Agreement will be assessed and service may be suspended.
- Please make check payable to Network People, Inc. The mailing address is 13075 US Highway 19 N. Clearwater, Florida 33764. MasterCard, Visa, American Express, and Discover are also accepted. A credit card will need to be on file with Network People, Inc. Any payments not received by the 15th of the month may be charged to such card on file.

2. Not included in agreement:

- **Project work** on new databases, servers, phone systems and any on-site work that exceeds the contract allotment.
- **After Hours Support** emergency support before 8am & after 5pm is \$219 an hour and a 2 hour minimum.

3. Details of Agreement

- In no event shall Network People, Inc. be liable for any special, indirect, consequential, or punitive damages to customer or any other party as a result of the performance or non-performance by Network People, Inc. of any services described herein, (including, without limitation, loss of data, profits, or use of software) whether foreseeable or not, even if Network People, Inc. has been advised of the possibility of such damages. Network People, Inc.’s liability with respect to, arising from, or in connection with this agreement, whether in contract, in tort, or otherwise, is limited to amounts paid by The Company to Network People, Inc., excluding travel and per diem expenses, pursuant to the terms hereof.
- If an employee of Network People is hired directly by “The Company” as an employee or indirectly by “The Company” as a contractor to “work on the side,” “The Company” agrees to pay Network People the equivalent of 1 year’s salary Level II engineer to cover training and replacement costs.





- This Active IT Agreement is not assignable by either party and any attempt to assign any rights hereunder shall be void. This Active IT Agreement may not be changed, altered or modified or transferred except by an instrument in writing, signed by an authorized officer of Network People, Inc. and an authorized officer of "The Company". This Active IT Agreement shall be governed by the laws of the State of Florida.
- Venue for any action for claims arising from or relating to claims arising from this Agreement shall lie in Volusia County, Florida. The prevailing party in any action, lawsuit, appeal, or other legal proceeding shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, costs, and expenses incurred by the prevailing party, and in all efforts to collect any recovery by the prevailing party.

4. Satisfaction Guaranteed

- Your satisfaction is guaranteed. See page below labeled satisfaction guaranteed.

5. Public Records

- Network People, Inc. shall maintain public records required by "The Company" to perform the services.
- Upon request from "The Company's" custodian of public records, Network People, Inc. shall provide "The Company" with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- Network People, Inc. shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Network People, Inc. does not transfer the records to "The Company".
- Upon completion of this contract, Network People, Inc. shall transfer, at no cost, to "The Company" all public records in possession of Network People, Inc. or keep and maintain public records required by "The Company" to perform the service. If Network People, Inc. transfers all public records to "The Company" upon completion of the contract, Network People, Inc. shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Network People, Inc. keeps and maintains public records upon completion of the contract, Network People, Inc. shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to "The Company," upon request from "The Company's" custodian of public records, in a format that is compatible with the information technology systems of "The Company."

IF NETWORK PEOPLE, INC. HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO NETWORK PEOPLE, INC.'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK'S OFFICE
TOWN OF PONCE INLET
4300 S. ATLANTIC AVENUE
PONCE INLET, FLORIDA 32127
KCHERBANO@PONCE-INLET.ORG
(386) 236-2150**





Covered Devices

	QTY		QTY
Desktops	33	Red N on Servers	6
Start Date of Contract:	01/15/2017	Monthly Agreement:	\$1,290
Amount Due at Signing:	\$2,580	On-boarding Fee:	\$1,290

Tailored Active IT™ Specifics:

Unlimited remote support for 33 workstations and RED N only on 6 servers. Any additional work on servers will be billed hourly.

Signatures below signify acceptance of the above agreement.

_____ Authorized Representative _____ Date

_____ Network People, Inc. _____ Date

NETWORK PEOPLE, INC. and "The Company" acknowledge having read this Agreement, understand it and agree to be bound by its terms and further agree that it constitutes the entire Agreement between NETWORK PEOPLE, INC. and "The Company" regarding the subject matter hereof and supersedes all prior oral and written agreements, negotiations, understandings and communications regarding such matters.





Credit Card Authorization

To be kept on file for future purchases/charges:

Yes. I, the undersigned being an authorized signor of the following account, hereby authorize Network People, Inc. to charge to the credit card below for the fees outlined in this Agreement.

Yes. I, the undersigned being an authorized signor of the following account, hereby authorize Network People, Inc. to charge to the credit card below all future purchases or maintenance renewals as may be invoiced from time to time. I understand that I can always request to cancel this authorization on-file by providing a written request via email two weeks prior to the next payment period.

Card Information:

Credit Card Number

Credit Card Type

Security (CVV)

Expiration

Billing Zip Code

Card Holder's Name (as shown on card)

Signature

Date

Payment Options:

Company check payment is required for projects.

Credit Cards are our desired form of payment for all other services. An authorization section is printed at the end of this document. We accept VISA, MASTERCARD, DISCOVER and AMERICAN EXPRESS.

Checks should be made payable to: Network People, Inc. and sent to the following address:

**NETWORK PEOPLE, INC.
13075 US Highway 19 N.
Clearwater, Florida 33764**

For your convenience payment will also be accepted via Master Card, Visa, American Express and Discover. Payment terms other than those listed herein are not offered as part of this agreement.





LEVEL 1

Computer Laptop
Printer Phone & Tablet
USB Device

Any work done on computer or printer or peripheral that does NOT require a network cable. (i.e. replace/repair hardware, reload system, load SW from disks, fix errors)

Standard Rate: \$99

Discount Rate: \$95

LEVEL 2

Server Phone System
Network Switch Network Storage
Copier/Network Printer

Any Work done on network. (i.e. server, switching, cable plant, network closet, network dependent software, network storage, network printing, enterprise backup, IP Phones, network troubleshooting, software no longer supported by manufacturer, desktop backup)

Standard Rate: \$135

Discount Rate: \$125

LEVEL 3

Router/Firewall Terminal Server
WAN Switching Cloud
Database SQL, CRM, Exchange

Any work done on mission critical devices. (i.e. terminal servers, server databases, firewalls, routers, SQL, Exchange, CRM, CME, Telco, bandwidth issues, Network discovery/analysis, engineering solution)

Standard Rate: \$155

Discount Rate: \$140

** Payment for hardware and software is due in full at the time of order.*

The Engineering levels are defined as follows:

- **Level 1:** This consists of work performed on workstations or laptops – software installation, installation of non-networked peripherals, Server maintenance – software updates and security patches, etc...
- **Level 2:** This would entail the following activities; server configuration, server installation, data migration on the server, network set-up, server data recovery, etc....
- **Level 3:** Actions under this classification would consist of; configuring and enterprise class firewall, CRM Applications, VoIP Configuration, Database programming, etc...
- **After Hours Emergency:** Any work that is requested to be done before or after business hours. Billed at \$219 per hour.

Response time for service requests are as follows:

- **Critical:** Server or Network Down – 15 min (Respond) / 4 hr (Solve)
- **High Priority:** Computer or AV down – 1 hr (Respond) / 6 hr (Solve)
- **Tier 1:** Workstation issue or Printer down- 1 hr (Respond) / 32 hr (Solve)
- **After Hours Emergency:** 4hr (Respond) / 16 hr (Solve)





(The following should only be completed if experiencing a problem.)

Satisfaction Guarantee

We are so confident that your business will benefit from our solution; we are willing to give you a 100% satisfaction guarantee. To exercise this guarantee, all we ask is that you allow us time to properly address any concerns or questions regarding the implementation:



We agree to:

1. We will email all technical and support issues to the Network People Secure Operating Center support team at helpdesk@networkpeople.com for resolution. We will give Network People an appropriate opportunity to resolve these issues.
2. We acknowledge that this guarantee does not cover services that are not in the Active IT solution, on the road map, or new ideas we would like included.
3. Our implementation team will participate in the Network People "onboarding" session(s) and follow the instructions demonstrated in the training.
4. If we are not satisfied, we will let you know by checking the box below and faxing this document to Network People at 727.446.0865.

Help! We are not feeling satisfied. We need to setup a 20 minute conference call to review our issues and discuss why we are thinking about discontinuing our use of Network People: Active IT. Here are some of our issues:

