

**RESOLUTION NO: 2015-11-19E**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH LONGVIEW COMPUTER CENTER TO PROVIDE IT SERVICES BEGINNING DECEMBER 1, 2015 WHICH INCLUDE PURCHASE AND INSTALLATION OF REPLACEMENT HARDWARE, NETWORK CONFIGURATION AND MONTHLY MAINTENANCE OF ALL NETWORK HARDWARE, OPERATING SYSTEM SOFTWARE AND ALL CURRENT THIRD PARTY SOFTWARE APPLICATIONS.

**WHEREAS**, the City of Overton contracted with EasTex Communications to provide computer network services in the last fiscal year; and

**WHEREAS**, those services provided by EastTex have been of the utmost value to the City in providing virus, malware and spyware protection; increasing the speed and operability of the work station computers; re-configuring the network server and upgrading the performance of the system in general; and

**WHEREAS**, during the latter part of the fiscal year, the City was in need of very specialized IT services related to installation of lap tops in police patrol cars including linking them to CrimeStar software and USTI court applications; and

**WHEREAS**, several quotes were obtained by the City to provide these specialized services, of which Longview Computer Center was chosen; and

**WHEREAS**, Longview Computer Center staff performed the services required in a very short period of time and at a very competitive cost and identified other critical needs of the system that were beyond the scope of the work originally planned; and

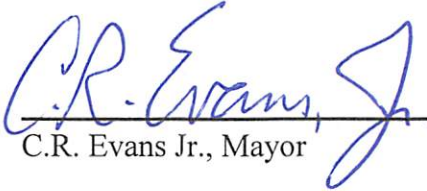
**WHEREAS**, at the request of the City, Longview Computer Center provided an offer for additional services that are defined in Exhibit A, to be considered by the City Council;

***NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS THAT:***

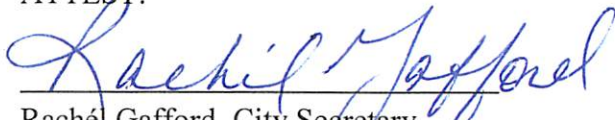
That the Mayor is authorized on behalf of the City to execute the attached Agreement shown as Exhibit A which is incorporated herein for all purposes, that defines the terms and conditions under which Longview Computer Center will provide computer equipment, related software, installation of same, integration of all components of the system and maintenance of the network

for a period of three years in compliance with the terms and conditions stipulated in the Agreement.


APPROVED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS ON THIS 19th DAY OF NOVEMBER, 2015.

  
C.R. Evans Jr., Mayor

ATTEST:

  
Raché Gafford, City Secretary

Approved as to Form and Legality:

  
Blake Thompson, City Attorney



## LCC C.A.R.E.S. Agreement

### 1. Terms of Agreement

This Agreement between City of Overton, herein referred to as Client, and Longview Computer Center, hereinafter referred to as Service Provider, is effective upon the date signed, shall remain in force for a period of three years, and be reviewed annually to address any necessary adjustments or modifications. The term on this contract is from December 2015 to January of 2018. Should adjustments or modifications be required that increase or decrease the monthly fees paid for the services rendered by more than 10% under this Agreement, a re-evaluation of monthly costs may be warranted. Any changes in cost will be presented in the form of a written addendum to this existing agreement to the client before the next billing cycle.

The Service Agreement automatically renews for a subsequent three year term beginning on the day immediately following the end of the Initial Term, unless either party gives the other ninety (90) days prior written notice of its intent not to renew this Agreement.

- a) This Agreement may be terminated by the Client upon ninety (90) days written notice if the Service Provider:
  - I. Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days of receipt of such written notice.
  - II. Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of such written notice.
  - III. Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.
- b) This Agreement may be terminated by the Service Provider upon ninety (90) days written notice to the client.
- c) If either party terminates this Agreement, Service Provider will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay Service Provider the actual costs of rendering such assistance.

### 2. Fees and Payment Schedule

Fees will be \$1294.00, invoiced to Client on a Monthly basis, and will become due and payable on the first day of each month. A one-time setup fee of \$7439.95 is required to bring the client up to established required specifications to deliver services rendered. Monthly payments are to be paid by ACH draft only, and will automatically debit on the first business day of the month. Services will be suspended if payment is not received within 5 days following date due. Refer to Appendix B for services covered by the monthly fee under the terms of this Agreement.

***It is understood that any and all Services requested by Client that fall outside of the terms of this Agreement will be considered Projects, and will be quoted and billed as separate, individual Services.***

### 3. Taxes

It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to Service Provider for the state of use.

### 4. Coverage

Vendor Management of Client's IT networks will be provided to the client by Service Provider through remote means between the hours of 9:00 am – 6:00 pm Monday through Friday, excluding public holidays. Remote Help Desk, Network Operations Center, and Network Monitoring Services will be provided 24/7/365. All services qualifying under these conditions, as well as Services that fall outside this scope will fall under the provisions of Appendix B. *Hardware costs of any kind are not covered under the terms of this Agreement.*

- **Support and Escalation**

Service Provider will respond to Client's Trouble Tickets under the provisions of Appendix A, and with best effort after hours or on holidays. Trouble Tickets must be opened by Client's designated I.T. Contact Person, by email to our Help Desk, or by phone if email is unavailable. Each call will be assigned a Trouble Ticket number for tracking. Our escalation process is detailed in Appendix A.

- **Service outside Normal Working Hours**

Emergency services performed outside of the hours of 9:00 am – 6:00 pm Monday through Friday, excluding public holidays, shall be subject to provisions of Appendix B.

- **Service Calls Where No Trouble is found**

If Client requests onsite service and no problem is found or reproduced, Client shall be billed at the current applicable rates as indicated in Appendix B.

- **Limitation of Liability**

In no event shall Service Provider be held liable for indirect, special, incidental or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

### 5. Additional Maintenance Services

- **Hardware/System Support**

Service Provider shall provide support of all hardware and systems specified in Appendix B, provided that all Hardware is covered under a currently active Vendor Support Contract; or replaceable parts be readily available, and all Software be Genuine, Currently Licensed and Vendor-Supported. Should any hardware or systems fail to meet these provisions, they will be excluded from this Service Agreement. Should 3<sup>rd</sup> Party Vendor Support Charges be required in order to resolve any issues, these will be passed on to the client after first receiving the client's authorization to incur them.

- **Monitoring Services**

Service Provider will provide ongoing monitoring and security services of all critical devices as indicated in Appendix B. Service Provider will provide quarterly reports as well as document critical alerts, scans and event resolutions to Client. Should a problem be discovered during monitoring, Service Provider shall make every attempt to rectify the condition in a timely manner through remote means.

## 6. Suitability of Existing Environment

### Minimum Standards Required for Services

In order for Client's existing environment to qualify for Service Provider's Managed Services, the following requirements must be met:

1. All Servers with Microsoft Windows Operating Systems must be running Windows 2008 Server or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.
2. All Desktop PCs and Notebooks/Laptops with Microsoft Windows Operating Systems must be running Windows 7 Pro or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.
3. All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported.
4. The environment must have a currently licensed, up-to-date, Vendor-Supported, and Centrally-managed Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email.
5. The environment must have a currently licensed, Vendor-Supported Server-based Backup Solution that can be monitored, and send notifications on job failures and successes.
6. The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet.
7. All Wireless data traffic in the environment must be securely encrypted.
8. There must be an outside static IP address assigned to any network device allowing RDP or VPN access.

All costs required to bring Client's environment up to the Minimum Standards may not be included in this Agreement.

## 7. Excluded Services

Service rendered under this Agreement does not include:

1. Parts, equipment or software not covered by vendor/manufacture warranty or support.
2. The cost of any parts, equipment, or shipping charges of any kind.
3. The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind.
4. The cost of any 3<sup>rd</sup> Party Vendor or Manufacturer Support or Incident Fees of any kind.
5. The cost to bring Client's environment up to minimum standards required for Services.
6. Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.

- 7. Service and repair made necessary by the alteration or modification of equipment other than that authorized by Service Provider, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than Service Provider.
- 8. Maintenance of Applications software packages, whether acquired from Service Provider or any other source unless as specified in Appendix B.
- 9. Programming (modification of software code) and program (software) maintenance unless as specified in Appendix B.
- 10. Training Services of any kind.

**8. Confidentiality**

Service Provider and its agents will not use or disclose Client information, except as necessary to or consistent with providing the contracted services, and will protect against unauthorized use.

**9. Miscellaneous**

This Agreement shall be governed by the laws of the State of Texas. It constitutes the entire Agreement between Client and Service Provider for monitoring/maintenance/service of all equipment listed in "Appendix B." Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by Client. Service Provider is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

**10. Acceptance of Service Agreement**

This Service Agreement covers only those services and equipment listed in "Appendix B." Service Provider must deem any equipment/services Client may want to add to this Agreement after the effective date acceptable. The addition of equipment/services not listed in "Appendix B" at the signing of this Agreement, if acceptable to Service Provider, shall result in an adjustment to the client's monthly charges.

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:

Cody Hertel Longview Computer Center 11/12/15  
Authorized Signature Service Provider Date

C.R. Evans, Jr. City of Overton 11/20/2015  
Authorized Signature Client Date

**Response and Resolution Times  
Appendix A**

The following table shows the targets of response and resolution times for each priority level:

Trouble	Priority	Response time (in hours)	Resolution time (in hours)	Escalation threshold (in hours)
Service not available (all users and functions unavailable).	1	Within 1 hour	ASAP – Best Effort	2 hours
Significant degradation of service (large number of users or business critical functions affected)	2	Within 4 hours	ASAP – Best Effort	8 hours
Limited degradation of service (limited number of users or functions affected, business process can continue).	3	Within 24 hours	ASAP – Best Effort	48 hours
Small service degradation (business process can continue, one user affected).	4	Within 48 hours	ASAP – Best Effort	96 hours

**Support Tiers**

The following details and describes our Support Tier levels:

Support Tier	Description
Tier 1 Support	All support incidents begin in Tier 1, where the initial trouble ticket is created, and the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated.
Tier 2 Support	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced Engineers.
Tier 3 Support	Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3 <sup>rd</sup> Party (Vendor) Support Engineers to resolve the most complex issues.



**Included Services/Equipment  
Appendix B****AVG CloudCare AntiVirus**

- Centrally-managed cloud-based antivirus for up to 25 PCs.

**Reliable and Secure Backup**

- Virtualized backups with up to 1TB of off-site cloud storage.
- Virtualized environment in the event of a hardware failure.
- Restore deleted files.

**Client Profile**

- Internal Company Website tailored specifically to client's support needs.

**Remote Monitoring**

- 25 Devices, 1 Server
- 24 x 7 x 365 Monitoring for any device with an IP address.
- Identify issues with device and network performance before they result in downtime.
- Executive Summary - Comprehensive quarterly reports show you not only how many issues were resolved but also how quickly.

**Software Delivery**

- Server 2012 Standard
- SQL Server

**NOC Management**

- After hours updating and management of systems to ensure best possible user experience.
- Automated software updates. (e.g. Adobe Reader, Java, Antivirus, Windows Updates)

**Help Desk**

- Unlimited 24 x 7 x 365 call center with remote access to resolve issues quickly.
- North American-based support
- Call, live chat, or e-mail a trouble ticket
- Educated, certified, and experienced technicians
- Staff has one number to call to get any issues resolved.

**Vendor Management**

- Incident resolution for your equipment, phone, networks, and hosting. Staff has one number to call to get any vendor related issues resolved.

**Reduced Labor Rate**

- Billable hours are billed at a reduced rate of \$55/hour.

**Service Rates  
Appendix B (cont.)**

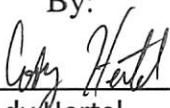
<b>Labor</b>	<b>Rate</b>
<b>Remote PC Management/Help Desk</b> 24 x 7 x 365	\$55/hour
<b>Remote Printer Management</b> 24 x 7 x 365	\$55/hour
<b>Remote Network Management</b> 24 x 7 x 365	\$55/hour
<b>Remote Server Management</b> 24 x 7 x 365	\$55/hour
<b>Network Monitoring</b> 24 x 7 x 365	\$55/hour
<b>In-house Labor</b> Normal Business Hours	\$55/hour *
<b>On-site Labor</b> Normal Business Hours	\$55/hour *

\* Client will use best efforts to bring any units to Service Provider's location that require in-house repair. If Service Provider is requested to pick up a unit that requires in-house repair, response time will be based on "Response and Resolution Times" noted in Appendix A.

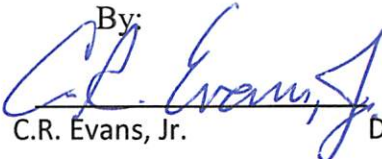
## Addendum to LCC C.A.R.E.S. Agreement

1. Terms
  - a.)

iv. Non appropriation provision- should the Client (a government entity) fail to appropriate sufficient funds to cover the costs of services provided after six months of receiving and paying in full, all services offered under this Agreement to that date, then Client may terminate the Agreement with 90 days written Notice if sufficient funds cannot be appropriated due to losses of revenue for reasons beyond the City's control such as natural disasters, economic conditions or Acts of God. This provision does not relieve the City of payment to Service Provider for any and all services rendered prior to the termination date of the Agreement for causes identified in i-iii above.

By:  
  
\_\_\_\_\_  
Cody Hertel  
11/23/15  
Date

Longview Computer Center

By:  
  
\_\_\_\_\_  
C.R. Evans, Jr.      11/20/2015  
Date

Mayor, City of Overton, Texas



### Authorization Agreement for Automatic Debits

I (we) hereby authorize, Longview Computer Center, hereinafter called COMPANY, to initiate debit entries and to initiate, if necessary, credit entries and adjustments for any debit entries in error to my (our)  Checking  Savings account (select one) indicated below and the depository named below, hereinafter called DEPOSITORY, to debit and/or credit the same to such account.

Depository (Bank) Name: \_\_\_\_\_

Customer Billing Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name on Account: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

This authority is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

Name (Printed): \_\_\_\_\_

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

2161 Gilmer Rd.  
 Longview, Texas 75604  
 Longview Computer Center  
 903-295-1000



City of Overton (Police Department)  
 1200 South Commerce  
 Overton, TX 75684

Estimate # 274  
 Estimate Date 11-09-15  
**Total \$1,294.00**

Item	Description	Unit Cost	Quantity	Line Total
Monthly Service - LCC	LCC C.A.R.E.S. Program	\$1,294.00	1.0	\$1,294.00
Monthly Service - AVG	AVG Cloudcare AntiVirus	\$0.00	25.0	\$0.00
Monthly Service - HD Help Desk		\$0.00	2.0	\$0.00
Monthly Service - NOC-S	NOC Server	\$0.00	1.0	\$0.00
Monthly Service - NOC-W	NOC Workstation	\$0.00	25.0	\$0.00
Monthly Service - RMM-S	RMM Server	\$0.00	2.0	\$0.00
Monthly Service - RMM-W	RMM Workstation	\$0.00	25.0	\$0.00
PERKS - Client Profile	Internal Company Website tailored specifically to client's needs.	\$0.00	1.0	\$0.00
PERKS - Reduced Labor	All billable labor is billed at our current lowest rate. (\$55/hr)	\$0.00	1.0	\$0.00
Server 2012 Standard Lease	Server 2012 Standard Lease (Monthly) and SQL Server Lease (Monthly)	\$0.00	1.0	\$0.00
Backup - ShadowProtect License and Software	Monthly - ShadowProtect for BDR (Up to 1TB of Cloud Storage)	\$0.00	1.0	\$0.00

**THIS IS AN ESTIMATE**

**Disclaimer**

Setup labor will be an additional charge unless expressly quoted. All labor quotes are an estimate. Pre-payment is required on all special order items. Please fax signed quote to 903-496-0683 or email it to service@LCCsite.com so that your order can be placed.

Subtotal	\$1,294.00
Tax	\$0.00
<b>Estimate Total</b>	<b>\$1,294.00</b>

Signed: \_\_\_\_\_

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



Signed:

*C. R. Ewan, Jr.*

Date:

*11/20/2015*



2161 Gilmer Rd.  
 Longview, Texas 75604  
 Longview Computer Center  
 903-295-1000



City of Overton (Police Department)  
 1200 South Commerce  
 Overton, TX 75684

Estimate # 273  
 Estimate Date 11-09-15  
**Total \$7,439.95**

Item	Description	Unit Cost	Quantity	Line Total
LCC C.A.R.E.S. Up Front #2514	LCC C.A.R.E.S. Up Front - Labor required to bring network up to current standards. (includes new server/domain and backup appliance installation)	\$1,500.00	1.0	\$1,500.00
Computer Systems	1U SERVER INTEL XEON E3-1271 3.6GHz CRUCIAL 32GB DDR3 RAM SEAGATE 1TB SATA 6GB/S 7200RPM(x2) CONFIGURED FOR RAID 1 LSI 9271-4I 6GBS SAS/SAT HARDWARE RAID CARD ASUS 24X SATA DVDRW INTEGRATED GIGABIT LAN NOBILIS BASE SERVER EXTENDED (3YR) WARRANTY	\$2,439.99	1.0	\$2,439.99
BACKUP - ST-1122 BDR Appliance	BACKUP - ST-1122 BDR Appliance	\$2,299.99	1.0	\$2,299.99
Enclosed Rack	Network Rack Enclosure - 40"	\$1,099.99	1.0	\$1,099.99
Fixed Shelf for Network Cabinet	Fixed Shelf for Network Cabinet 1.5" x 19.5" x 19.5" - 100 Lbs. per shelf	\$49.99	2.0	\$99.98

**THIS IS AN ESTIMATE**

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**Subtotal \$7,439.95**  
 Tax \$0.00  
**Estimate Total \$7,439.95**

Signed: 

Date: 11-23-15