

City of North Tonawanda

MATTHEW L. PARISH
City Clerk-Treasurer
mattparish@northtonawanda.org

Lori Swartz
Assistant City Clerk

Denise Proefrock
Assistant City Treasurer

OFFICE OF THE CITY CLERK - TREASURER
VITAL STATISTICS
CITY HALL
216 PAYNE AVENUE
NORTH TONAWANDA, N.Y. 14120

Treasurer's Office: (716) 695-8575
Clerk's Office: (716) 695-8555
Fax: (716) 695-8557

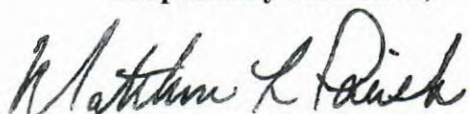
COMMON COUNCIL WORKSHOP AGENDA

September 5, 2019

The following meeting has been scheduled for TUESDAY SEPTEMBER 10, 2019:

- 6:30 P.M. Luke Brown City Attorney
Mike Zimmerman Comm. Dev.** - **Re: Resurfacing of East Avenue
Between Oliver and the Armstrong
Pumps facility**
- 6:45P.M. Special Session** - **Re: Approval to end the current
contract with MVP Network
Consulting, LLC, and approve the
contract with Ivergent as the City's
New IT Managed Services**
- 7:00 P.M. Common Council** - **Re: General Discussion**

Respectfully submitted,



Matthew L. Parish
City Clerk-Treasurer

City of North Tonawanda

OFFICE OF THE CITY ATTORNEY
CITY HALL
216 PAYNE AVENUE
NORTH TONAWANDA, N.Y. 14120-5489

LUKE A. BROWN
CITY ATTORNEY

NICHOLAS B. ROBINSON
ASSISTANT CITY ATTORNEY

TELEPHONE
(716) 695-8590
FAX (716) 695-8592

September 4, 2019

Honorable Mayor and Common Council
City Hall, 216 Payne Avenue
North Tonawanda, New York 14120

**Re: Resurfacing of East Avenue between Oliver Street and the Armstrong
Pumps facility**

Dear Honorable Body:

As you are aware, Armstrong Pumps has submitted plans to the North Tonawanda Planning Board regarding an expansion of their current facility with an investment of at least \$18 million dollars. As those plans have moved forward, Armstrong has expressed concern regarding the condition of East Avenue between Oliver Street and their facility relative to long term sustained truck traffic. As such, Armstrong is requesting that the City commit to resurfacing East Avenue appropriately for heavy duty truck traffic after construction of their \$18 million dollar expansion is complete. To that end, I have attached a proposed letter of intent to resurface East Avenue between Oliver Street and Armstrong Pumps upon the completion of Armstrong's expansion.

Considering the above, I am requesting that the Common Council pass a resolution approving the attached Letter of Intent for the Mayor's signature. If you have any questions, or need any additional information, please do not hesitate to contact me.

Sincerely,



Luke A. Brown, Esq.
City Attorney

CC: City Clerk/Treasurer

September 18, 2019

Mr. Charles Armstrong, Chairman
Armstrong Fluid Technology
93 East Ave.
North Tonawanda, NY 14120

Re: Resurfacing of East Avenue between Oliver Street and the Armstrong Pumps facility

Dear Mr. Armstrong:

Pursuant to the Resolution passed by the North Tonawanda Common Council on September 17, 2019, the City of North Tonawanda agrees to resurface East Avenue between Oliver Street and Armstrong Pumps' facility (See attached **Exhibit A**) upon the completion of Armstrong's expansion of their East Avenue facility. This resurfacing will be appropriate for heavy duty truck traffic at an industrial site and will be timed after Armstrong's construction is complete.

Sincerely,

Arthur G. Pappas
Mayor



SS #1

SEP 10 2019

09/05/2019

To: North Tonawanda Common Council
216 Payne Ave.
North Tonawanda, N.Y. 14120

From: Matthew Parish City Clerk/Treasurer

RE: IT Contract

Honorable Council,

I would like to request that two items be voted on during a special session held on Tuesday, September 10th, 2019. First, I ask that the council votes to terminate our current IT contract with MVP. Second, I ask that the council votes to sign a new information technology contract with Ivergent. After an RFP was completed earlier this year, our "IT Committee" has determined that Ivergent is the best fit to service our municipality. Thank you for your consideration on this matter.

Respectfully,



Matthew L. Parish
City Clerk/Treasurer

IT Managed Services Contract

City of North Tonawanda



Client: City of North Tonawanda

Service Address: Various locations in the City

Term of Agreement: Twenty Four Months commencing on the 1st of September 2019 ("Start Date") and ending on the 30th of September 2021.

Scope of Included Services: See "Exhibit A ,B and C

Monthly Base Rate: Beginning on the Effective Date of this agreement, Client will be billed on the 15th due by the first of the month in advance for the next 30 days. Any amount due iVergent Inc. under this Agreement shall be payable in full upon receipt of an invoice Any amount not paid within 30 days of the date of each invoice shall be subject to an interest charge equal to the lesser of 1.5% monthly or the maximum interest charge permissible under applicable law, payable on demand. Any charges not disputed by Client in good faith within 30 days of the receipt of an invoice therefore will be deemed approved and accepted by Client.

1. Engagement: Client hereby engages Ivergent Inc. ("Consultant") for the initial term set forth above, to provide services in support of Client's computer systems, phone systems, and information technology systems ("IT Services") located at the Service Address identified above. Upon expiration of the initial term, and upon expiration of each successive term, this Agreement shall be automatically renewed and extended for an additional term equal to the original unless one of the parties hereto serves notice upon the other of intent not to renew the Agreement at least thirty days prior to the renewal date.

2. Scope of Included Services: Consultant will perform IT Services included within the Scope of Included Services, as required, during the term of this Agreement. Consultant will decide whether to perform IT Services at the Service Address or off-site. Client agrees not to make unreasonable requests for services. See Exhibit A.

3. Pricing, Additional Services: The Monthly Base Rate set forth below covers the cost of IT Services coming within the Scope of Included Services in addition to addendums, if any, to this document. Charges for additional services such as "Project Type" work, requested or required by Client will be determined by agreement of the parties or, in the absence of agreement, will be charged at Consultant's standard rates in effect at the time service is provided or adjustments to standard rates if defined in Exhibit C. The Base Rate does not include the cost of any hardware, software, equipment, or supplies or any out-of-pocket expenses incurred by Consultant unless specifically identified as included in the Exhibits or in an addendum.

4. Payment, Suspension or Termination of Services: Payment of the Monthly Base Rate is due on the first day of each month during the term of this Agreement and shall be considered delinquent if unpaid within thirty (30) days of the due date. Client shall pay invoices for any additional amounts due to Consultant within fifteen (15) days after receipt. Consultant shall have the right to suspend the performance of IT Services, or to terminate this Agreement, if Client fails to make payment within the time permitted for doing so under this Agreement. Client shall have the right to, at their discretion, terminate this Agreement in the event that Consultant fails to meet the Required Performance Standard established by the Service Guarantee described in Exhibit B; provided, however, that Client shall not terminate this Agreement pursuant to this provision without first giving Consultant written notice of deficiencies in performance and a reasonable opportunity (not less than 30 days) to meet and maintain the Required Performance standard.

This agreement may be terminated by either Party at any time, provided that the Party wishing to terminate the Agreement provides written notice to the other Party, at least 90 days in advance of the date on which the Party wishes to terminate the agreement (this date, the "Termination Date") If the Client terminates the Agreement, the Client agrees to pay in full all monies due to the Consultant. The Client also agrees to pay, within 30 days after the Termination Date an early service termination fee of 10% of the remainder of the amount owed for the Contract Total Amount listed in Exhibit C monthly billing amount times months remaining in the agreement

Ivergent Inc

Initials

5. Price Adjustments: Consultant shall have the right to adjust the Monthly Base Rate, as provided on Exhibit C, once each year on the anniversary date to cover material increases in costs to Consultant. Any adjust to the Monthly Base Rate will not exceed 3% of the current Monthly Base rate

6. Tangible Property Rights: Authorization to use any software or hardware provided by Consultant to the Client provides a personal, non-exclusive, limited, non-transferable and temporary license. All rights are reserved. The Client may not re-publish, transmit, distribute, sell, lease, sublet or make any unauthorized use of Consultant property. Modification of such materials or the use of such materials for any purpose not authorized by Consultant is prohibited. Client agrees to act in good faith and maintain in good physical and working order any hardware, software or other tangible items belonging to Consultant that are installed, lent to, leased to, or for any other reason in possession by Client or Client personnel. In the event of damage, theft, modification, defacing, loss of, or any other acts considered beyond what would be considered "normal wear" the Client will be responsible reimbursing consultant for repair and/or replacement of such material in an amount determined by consultant to be "fair market value" and will be due immediately at any time requested by consultant.

7. Non-Diversion: Client agrees that during the term of this Agreement and for a period of two years following the termination of this Agreement, Client will not recruit or hire any employee, agent, representative or subcontractor of the Consultant ("Consultant Personnel"), nor will Client directly or indirectly contact or communicate with Consultant Personnel for the purpose of soliciting or inducing such Consultant Personnel (a) to accept employment with, or perform work for any person, firm, or entity other than Consultant; or (b) to provide services to Client or any other person, firm or entity except as an employee or representative of the Consultant. Client agrees that, in the event of a breach of this provision, Consultant, shall be entitled equitable relief in the form a onetime payment equal to 50% of the salary offered to Consultants employee by Client.

9. Disclaimer of Warranties: To the fullest extent permitted by law, Consultant disclaims all warranties, express, implied or statutory, including, but not limited to, implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose. Consultant does not warrant that use of software, hardware, it systems and services or any other products furnished by consultant will be uninterrupted, error-free, or secure, that defects will be corrected, or that products or the server(s) to which access is provided are free of viruses or other harmful components.

10. Limitation of Liability: In no event shall consultant be liable to the Client or any other party for any special, exemplary, incidental, consequential, or direct damages, including but not limited to lost profits, whether arising out of contract, tort, strict liability or otherwise. In no way is Consultant responsible for any damages to the Client or any other party including but not limited to lost profits due to; data loss, the unavailability of or malfunctioning of any equipment, software, or service, whether provided by Consultant or any party representing Consultant or otherwise. Consultant shall not be liable to Client for any failure or delay caused by events beyond Consultant's reasonable control, including, without limitation, Client's failure to furnish necessary information, sabotage, failures, theft or delays in transportation or communication, failures or substitutions of equipment, labor disputes, accidents, shortages of labor, fuel, raw materials, equipment, technical failures, accessibility to work site, acts of God, or any other reason.

11. Actions: No action, regardless of form (including in contract, tort or otherwise), arising in connection with the performance of this Agreement may be brought by either party more than six months after the date of the occurrence on which the action is based.

12. Good Faith: The parties hereto expressly assume an obligation to act in good faith toward one another in the performance of their obligations under this Agreement

13. Access: Client agrees to maintain, where required, a full time, dedicated Internet connection and to allow the Consultant access to the Client's network via that Internet connection. Client agrees to allow the Consultant employees or subcontractors access to its facilities in order to perform services under this Agreement. Client agrees to allow the Consultant access to the covered equipment. Facility access may be denied for any reason at any time, however if access to facilities is denied, the Client understands the Consultant may be unable to perform their duties adequately and if such a situation should exist, the Consultant will be held harmless. In the case of the Client residing in a facility with access controlled by a third party, the Client is responsible for obtaining proper and adequate permissions for the Consultant to enter and operate on the premises designated as the Client's work area. Client agrees to allow the Consultant to load any necessary management software on their systems. **Client agrees to furnish the Consultant with Administrator-level password access for all covered equipment**

Ivergent Inc

and servers, where necessary. The Consultant agrees not to prevent Client from accessing any equipment owned by the Client or Consultant.

14. Limitations of Technology: The Client acknowledges that technologies are not universally compatible, and that there may be particular services or devices that the Consultant may be unable to monitor, manage, or patch. The Consultant agrees to inform the Client when such a situation arises. The Client agrees to correct the situation if applicable, and to hold the Consultant harmless in any case. Patches and antivirus definitions are distributed by their respective software vendors, and as such, the Consultant has no direct control over the effectiveness or lack thereof of the software being applied. Backups are provided based on the technology purchased to perform backs, failure to have proper software and hardware required for backups will limit our ability to recover your systems from back up. Options will be discussed as part of the Audit deliverables to be sure an appropriate backup strategy exists for all critical systems.. The Consultant shall not be held responsible for interruptions in service due to patches released by software vendors, or limitations in your purchased backup solutions.

15. Confidentiality At all times from date of this AGREEMENT IVERGENT agrees to hold Client Confidential Information in strict confidence, and further agrees not to disclose to non-essential third parties such Confidential Information. IVERGENT may disclose Client Confidential Information to necessary third parties in performing our services, in response to a valid order by a court or other governmental body, as otherwise required by law. All Confidential Information furnished to IVERGENT by Client is the sole and exclusive property of Client and its assigns.

16. Miscellaneous: This instrument, with attached exhibits, contains the entire agreement of the parties and supersedes any previous agreement on the same subject matter between them. No amendments or variations of the terms and conditions of this agreement shall be valid unless the same are in writing and signed by all parties hereto. Consultant is an independent contractor and nothing herein shall be construed as inconsistent with that relationship or status. If any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein. The headings contained herein are for convenience of reference only, and are not to be used in interpreting this agreement. This agreement shall be construed and enforced pursuant to the laws of the State of New York.

Ivergent Inc

Initials

Exhibit A

Systems covered

General	Included
Network Audit and inventory	Included
Network Hardware & Software Details	Included
Unauthorized Software	Included
Network Mapping	Included
Network Coverage	
Firewall & Wireless Access Device Management	Included
Network Connections and switch management	Included
Installation of New User Desktops	Included
Phone Setup add moves and changes for Adtran systems	Included
Network Performance Monitoring	Included
Printer Management & Monitoring (SNMP Enabled Printers Only)	Included
Help Desk Support (Remote and On-Site)	
During Hours Remote Support	Included
Emergency After Hours Remote Support	Included
During Hours On-Site Support	Included
After Hours On-Site Support	3 hrs per month included

What Is Included For Workstations

Workstation Services	Premier Services
<ul style="list-style-type: none"> • Security <ul style="list-style-type: none"> ○ Antivirus Software Definitions if purchased ○ Expired Passwords Monitoring ○ Blacklisted Event Detection ○ Windows Patch Management ○ Support Software Updates (Adobe Reader, Microsoft Office, etc....) ○ Hardware Tampering Detection 	Included
<ul style="list-style-type: none"> • Performance <ul style="list-style-type: none"> ○ Hard Drive File Fragmentation ○ Hard Drive MFT Fragmentation ○ Low Memory Detection ○ High CPU Usage Detection ○ Startup/Background Processes ○ Unauthorized Software Removal 	Included
<ul style="list-style-type: none"> • Proactive Reliability <ul style="list-style-type: none"> ○ Hard Drive Error Monitoring ○ Hard Drive SMART Stats Monitoring ○ Hard Drive Free Space ○ Hardware/Software Raid Failure Monitoring ○ Windows File Corruption ○ Bad Process Detection 	Included

Ivergent Inc

Initials

Exhibit A
What Is Included For Servers

Server Monitoring & Administration	Premier Services
<ul style="list-style-type: none"> • Security <ul style="list-style-type: none"> ○ Antivirus Software Definitions if purchased ○ Expired Passwords Monitoring ○ Blacklisted Event Detection ○ Windows Patch Management ○ Support Software Updates ○ Hardware Tampering Detection 	Included
<ul style="list-style-type: none"> • Performance <ul style="list-style-type: none"> ○ Hard Drive File Fragmentation ○ Hard Drive MFT Fragmentation ○ Low Memory Detection ○ High CPU Usage Detection ○ Startup/Background Processes ○ Unauthorized Software Removal 	Included
<ul style="list-style-type: none"> • Proactive Reliability <ul style="list-style-type: none"> ○ Hard Drive Error Monitoring ○ Hard Drive SMART Stats Monitoring ○ Hard Drive Free Space ○ Hardware/Software Raid Failure Monitoring ○ Windows File Corruption ○ Bad Process Detection ○ SQL Database Availability 	Included
<ul style="list-style-type: none"> • Administration <ul style="list-style-type: none"> ○ Os Windows Updates ○ User Updates (Removal/Addition) ○ Active Directory ○ Printer Mapping ○ Group Policy development 	Included

Ivergent Inc

Initials

Exhibit A
What Is Not Included

Client agrees that the following is not included as covered in this agreement. This page is for reference only.

“Project / Integration Work” Defined as any service designated to add or increase functionality or capacity; in other words, any work that is not designed to support existing systems or persons. Projects are outside the scope of this agreement and as such will be quoted and invoiced separately. Project / Integration work will be identified to The Client as such before any work is performed.

“Line of Business Applications” Defined as applications such as custom accounting packages, CRM software, ERP software, etc. that are not specifically mentioned herein fall outside the normal purview of this Agreement. Reasonable attempts will be made to correct connectivity issues to such applications; however problems specific to the application configuration or network problems caused by the applications are excluded. We will work with your vendor to correct any errors.

“Hardware Software Replacement Cost” Defined as the cost associated with hardware replacement falls outside this agreement. Customer agrees that all Devices shall be covered under warranty or an active vendor support contract; otherwise, Client shall have all necessary replacement parts readily available on site. Client warrants that all software is genuine, currently licensed, and vendor supported. Should any hardware, software, and/or system fail to meet the foregoing provisions, such hardware, software, and/or system shall be excluded from further service unless Client remedies the issue. Client agrees to pay any third party vendor support charges required to resolve any issues. Service Provider agrees to obtain Client’s authorization to engage third party vendors prior to incurring any additional charges.. Hardware replacement options will be discussed as part of the Audit deliverables to be sure an appropriate hardware strategy exists for all critical equipment. **SEE MODIFICATIONS PAGE 10**

“Network Cabling” Defined as the cost associated with network cable drops and or fiber optic runs required to add or move equipment to the network.

“Email Hosting “ Defines as a hosted application to send and receive email via the internet. Client configuration is included as part of this agreement a recommended email migration plan will be provided after the Audit phase of the agreement.

“Printer MFP repair” Defined as any repair to restore operation to any printer FAX or MF device. Any supplies required including toner and print drums are not covered. Our services to coordinate repair with manged print provider will be included

“Utility Costs” Defined as any costs to provide power, internet service or telephone services as required these costs and carrier agreement remain outside the scope of this agreement and are not covered. We will work as your advocate to help secure services that meet the Customers needs.

Ivergent Inc

Exhibit B
Service Guarantee

Consultant will provide all customary, scheduled, and routine services required under this Agreement in a reasonably prompt and timely manner. In addition, Consultant shall meet or exceed the following requirements in responding to specific requests for service:

Trouble	Priority	Response Time	Resolution Time	Escalation Threshold
Critical Emergency (Service not available all users and functions unavailable).	1	Within 1 hr	ASAP –Best Effort	2 hours
Urgent (large number of users or business critical functions affected)	2	Within 24 business hours	ASAP –Best Effort	8 hours
High (Limited degradation of service, limited number of users or functions affected, business process can continue)	3	Within 24 business hours	ASAP –Best Effort	48 hours
Normal (Small service degradation, business process can continue, one user affected)	4	Within 48 business hours	ASAP –Best Effort	96 hours
Low Priority (Maintenance needed, no noticeable degradation to any users)	5	Next Time	Not Applicable	Not Applicable

Ivergent Inc

Initials

Exhibit C
Pricing Agreement

SUPPORT AGREEMENT / BILLING INFORMATION			
Contract Date:	Sept. 1 2019	Bill To:	
Customer:	City of North Tonawanda NY	Billing email:	
Primary Contact:		Phone	
PO #		Fax:	
Effective Date:	Sept 1 2019	Payment Terms:	Net 15days
Renewal Date:	Oct 1 2021	Billing Cycle:	15 th due on the first
Contract Length:	24 months	Monthly Billing Amount:	\$4950.00
Account Mgr:	Jim Ward	New Contract / Add on:	New Contract
Contract Type:	MSP+	Contract Number:	NT_MSPV1
Coverage Limits:	As defined		

ALL CITY OF NORT TONAWANDA OWNED DEVICES COVERED IN THIS AGREEMENT	Qty
Laptop (Monitoring Capabilities Dependant on Connections to Internet)	All city owned
Client's Primary Office Network : City Hall, Police, Fire, DPW, Water ,Water treatment, 500 Wheatfield	All city owned
Windows Servers, File Server Capabilities	All city owned
Monitoring of Desktops Included	All City owned

SUPPORT COVERED	Costs
Remote PC Management/Help Desk (8am-5pm M-F)	Included
Remote Network Management (8am-5pm M-F)	Included
Remote Server Management (8am-5pm M-F)	Included
24x7x365 Network Monitoring	Included
Vendor Management (8am-5pm M-F)	
Off-Site Secure Backups if purchased as an Additional service	Not included
On-Site Support (8am-5pm M-F)	
Emergency Support	
Misc Notes:	
<p>*Defined as an I.T. related situation that renders the Client's entire site down or unable to operate.</p> <p>**We will give all attempts at supporting this equipment our "Best Effort" but it will be excluded from any Service Level Agreement.</p>	

Ivergent Inc

Initials

Customizations to this document:

Any Adtran network hardware or Adtran 7100 phone systems purchased from Ivergent Inc will be covered for repair or replacement as part of this agreement . Individual SIP telephones SIP recording devices and WIFI access points are NOT covered under this agreement.

Adtran Wireless controller hosting will be provided as part of this agreement.

{Company} Ivergent Inc.

{Customer} , City of North Tonawanda

By: _____
(Signature)

By: _____
(Signature)

Name: Jim Ward

Name: _____

Title: President

Title: _____

Date: _____

Date: _____

Ivergent Inc

Initials