

**BLUFFDALE CITY UTAH**  
**RESOLUTION NO. 2007-57**

**A RESOLUTION**

**WHEREAS, the City is experiencing processing speed issues with computer software applications from the old building to the Fire Station; and**

**WHEREAS, A remoting technology concept has been tested and the results from this test indicate that by installing a terminal server will solve the processing speed issues.**

**NOW, THEREFORE, BE IT RESOLVED BY THE BLUFFDALE CITY COUNCIL:**

**Section 1.** Authorize the City Manager to add to the original agreement with Direct Point to provide the City with set up and acquisition of a terminal server.

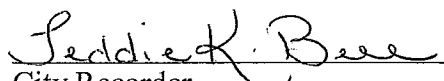
**Section 2. Severability.** If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution and all sections, parts and provisions of this Resolution shall be severable.

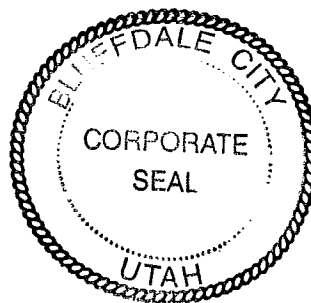
**Section 3. Effective Date.** This Resolution shall become effective immediately upon its passage and authorizes and directs the Mayor to execute and cause to be delivered the same.

PASSED ADOPTED AND APPROVED the 28 day of August, 2007.

By   
Mayor Claudia Anderson

ATTEST:

  
City Recorder



Voting by the City Council:   Aye                      Nay

Council Member Briggs	<u>  x  </u>	_____
Council Member Kelley	<u>  x  </u>	_____
Council Member Lord	<u>  x  </u>	_____
Council Member Maxwell	<u>  x  </u>	_____
Council Member Speed	<u>  x  </u>	_____

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SUBSCRIPTION AND SERVICE AGREEMENT  
ADDENDUM B

**Customer:** Bluffdale City  
**Contact:** Rich Knapp  
**Address:** 14175 S Redwood Road  
Bluffdale, UT 84065  
**Telephone:** (801) 254-2200

**Current Agreement**

Customer is currently under contract with Direct Pointe, Inc (DirectPointe) to provide ongoing services and support as defined in the original Subscription and Services Agreement (SSA) entered on May 25, 2007 between DirectPointe and Customer. The original SSA was for an initial term of 36 months and is scheduled to terminate on May 25, 2010. Nothing in this addendum will change any of the terms and conditions of the previously executed SSA.

**New Agreement**

Customer has determined that they would like to add additional equipment, software and/or additional managed service(s) and desires now to enter into a new agreement as of November 09, 2007 for a 36 month term. The Customer is willing to commit to enter a new financial agreement.

## Services

DirectPointe will provide the same services described in the Proposal accepted by Customer and outlined in the original Subscription and Services Agreement (if applicable) unless otherwise noted in this addendum.

### Managed Network Device

Administration, Support and Monitoring of a Network Device

Network Device Management Scope of Work – DirectPointe shall provide the following services as part of the Managed Firewall offering:

- Install, configure, test, operate and maintain network device consistent with industry best practices
- Support and maintain network device, including checking for updates and patches not less than once each month, and installing and testing as needed and following the Configuration Management Policy.
- Notify Customer of significant incident of policy breach or irregularities
- Provide Customer with existing event logs upon Customer's request
- Manage the licensing and related warranties for Customer network device(s) (at Customer's expense)
- Facilitate remote access capabilities in a secure manner for contracted DirectPointe services

The following are examples of items that would be treated as Special projects or are items for which Customer shall be responsible for:

- Third-party Vendor support contracts and costs
- Upgrade of device to a major release and/or full replacement of device

## Special Provisions

The fees related to this addendum are specific to the actual equipment and managed services outlined in this Addendum. The Customer understands that as additional equipment, software or managed services are added to the SSA, that additional pro-rated fees may apply based upon the actual activation date or implementation. Accordingly, if the list of equipment or managed services should ever decrease as a result of corporate downsizing, employee attrition, etc. the Customer understands that the monthly fee shall not be refunded or credited for the month in which the contracted service is suspended.

The following Special Provisions apply:

**Minimum Equipment Requirements:** To ensure the highest levels of security and stability, Customer shall ensure best efforts to comply with DirectPointe's minimum equipment recommendations and hereby agrees to consult with and notify DirectPointe prior to procuring or connecting any equipment to the network. General guidance is that any systems attached to the Customer network be Microsoft Windows 2000 or XP. Use of Microsoft Windows 95, 98 or Me operating systems cannot be reliably supported and are therefore not recommended.

**Manufacturers Standard Warranty:** Customer understands and accepts that the standard manufacturer's warranty for the equipment provided to Customer is generally for a maximum period of three years and that extended warranty coverage is not included in this agreement. At the time the original manufacturer's warranty shall expire, DirectPointe shall propose to Customer an option for extended warranty coverage which Customer may accept or decline. DirectPointe shall provide the same level of service but, Customer understands and accepts that additional costs or delays may be imposed as a result of any non-warranty equipment related issues that may arise or issues related to end-of-life products. Customer also accepts that in absence of a manufacturer's warranty, break-fix efforts shall be on a best effort basis and may include refurbished, reconditioned, or third-party components.

**Software & Line of Business Applications:** DirectPointe supports only the applicable software necessary to be installed and configured for delivery of the Services specified under this agreement and any additional applications which are considered part of the DirectPointe Solution and required to ensure the security and stability of the Customer's network. DirectPointe will work with the customer up to and throughout the duration of the initial implementation to ensure best efforts are made to create a stable software environment for all existing Customer Materials, on an application by application basis, not to exceed 40 total man-hours of integration time. If 40 man-hours are exceeded the hourly support rate thereafter will be \$125.

## Equipment and Software

The following table(s) list all applicable Equipment and Software to be included. (NOTE: DirectPointe reserves the right to market reconditioned hardware and warrants that all hardware products sold through DirectPointe's Remarketing Services are free from defects in materials or workmanship during the Extended Warranty Period)

Item		Qty
SonicWall TotalSecure 3G Firewall w/1yr dynamic support 24x7	\$1,029.00	1
SonicWall TotalSecure 3G Firewall w/1yr dynamic support 24x7		
<b>Configuration and Installation</b>	<b>\$250.00</b>	<b>2</b>
	Pre-tax subtotal	1,279.00
	Tax Rate (%) 6.500	0.00
	Shipping/handling	52.00
	<b>Total equipment charges</b>	<b>\$1,331.00</b>

## Payment Schedule

Customer agrees to pay the total upfront Hardware/Software/Configuration charges of \$1,331.00 according to the terms of the current Agreement(s) as well as any ongoing monthly fees. These charges are in addition to any current fees to which the Customer is presently obligated. Customer agrees to sign any necessary paperwork required by the designated financial institution to add the additional equipment, software or services(s) to the DirectPointe Solution. At its discretion, DirectPointe may assign the financial obligations to DirectPointe Financial Services and/or a third-party leasing company and Customer agrees to cooperate fully in providing all necessary documents, information, and signatures required to complete such assignment, which may include authorization to act as a guarantor. Customer authorizes DirectPointe Financial Services and or any third-party agent/representatives to secure a credit report and agrees to the release of credit information.

Managed Services	Monthly Fees	Qty
Managed Network Device	\$33.00	1
	Total Monthly Fees*	\$33.00
	Up-Front Setup Charges	
	Total Up-front Charges	\$1,331.00

Accepted by:

CUSTOMER:

DIRECT POINTE, INC.

By: \_\_\_\_\_

(Signature)

By: \_\_\_\_\_

(Signature)

Name: \_\_\_\_\_

RICH KNAPP

(Print)

Name: James M. Martinos

Its: \_\_\_\_\_

CITY MANAGER

Its: Chief Operating Officer

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

10/29/07

333 South 520 West, #200  
Lindon, UT 84042

### Cancellation and Default

Customer understands and acknowledges that this purchase agreement is non-cancelable. The agreement shall be considered in default if the Customer has not signed the Delivery and Acceptance Agreement within 5 days of DirectPointe fulfilling its obligations defined in the new addendum proposal and/or SSA. This Agreement shall also be considered in default if Customer has not signed a new SSA within 30 days of the termination date of the original SSA and the terms and conditions of the new SSA are reasonable based on this agreement and the current SSA. In the event of default, the undersigned agrees to pay a 5% cancellation fee if default occurs prior to installation of a new computing environment, a 15% cancellation fee if the default occurs after installation of the DirectPointe solution as well as costs of collection and attorneys' fees, and further agrees that any legal action brought hereunder may be brought against Customer in Utah County, Utah. Cancellation fees are based on the applicable percentage of the total of all payments for the term of the agreement. The Customer agrees to cooperate with DirectPointe to provide physical access to facilities where any DirectPointe equipment is deployed and/or sign any applicable landlord waivers to permit access for the purposes of repossessing said equipment in the event of a default. No terms and condition hereof may be changed except by written consent of Direct Pointe, Inc., 333 South 520 West, #200, Lindon, Utah 84042, Utah County, Utah.