

RESOLUTION 19-105

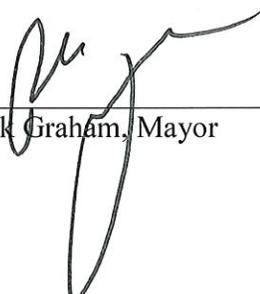
**A RESOLUTION AUTHORIZING AN EXPENDITURE FOR
LOCAL GOVERNMENT CORPORATION SOFTWARE AND HARDWARE
SUPPORT**

WHEREAS, there is a critical need to maintain hardware and software support for various programs and equipment; and

WHEREAS, the City of Spring Hill utilizes hardware and software support services from Local Government Corporation, by the authority of the Municipal Purchasing Law of 1983 which states that purchases from non-profit corporations whose purpose or one of whose purposes is to provide goods and services specifically to municipalities are exempt from competitive bidding; and

NOW, THEREFORE BE IT RESOLVED, by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee that an expenditure of approximately \$50,400.96 is hereby authorized for the FY 2019-2020 annual hardware and software support from Local Government Corporation, Columbia, TN, as recommended by staff.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, this 15th day of July 2019.



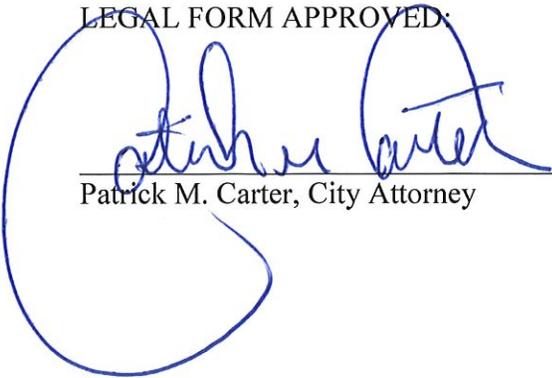
Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick M. Carter, City Attorney

Local Government Corporation

714 Armstrong Lane
Columbia, Tennessee 38401

INVOICE

Customer: **City of Spring Hill**

Customer Number: **62651**

INVOICE	ITEM #	TYPE	DESCRIPTION	AMOUNT
127471	1	Software Support	ImageEase Scan Station 07/01/2019 - 06/30/2020	\$1,622.40
127471	2	Software Support	Platform Integration/Flexgen 07/01/2019 - 06/30/2020	\$1,248.00
127471	3	Software Support	ImageEase License for (1) Network Database 07/01/2019 - 06/30/2020	\$607.36
127471	4	Software Support	Business License 07/01/2019 - 06/30/2020	\$2,080.00
			Software Support Total	<u>5,557.76</u>
127471	5	Hardware Support	LGC LGC I Series Storage Server S/N 20160820-pdvideo 07/01/2019 - 06/30/2020	\$525.00
127471	6	Hardware Support	Avast Antivirus - 130 User 07/01/2019 - 06/30/2020	\$1,445.00
127471	7	Hardware Support	LGC LGC I Series High Performance Workstation S/N 20170533-eric 07/01/2019 - 06/30/2020	\$500.00
127471	8	Hardware Support	Crashplan Online Disaster Recovery S/N springhill-pdapp 07/01/2019 - 06/30/2020	\$170.00
127471	9	Hardware Support	LGC LGC I Series High Performance Workstation S/N 20180112-mfoster 07/01/2019 - 06/30/2020	\$500.00
127471	10	Hardware Support	LGC LGC Rack Mount NAS S/N 20160821 07/01/2019 - 06/30/2020	\$875.00
127471	11	Hardware Support	LGC LGC I Series Server w SSD S/N 20140890-mail 07/01/2019 - 06/30/2020	\$495.00
127471	12	Hardware Support	Crashplan Online Disaster Recovery S/N springhill-roc1 07/01/2019 - 06/30/2020	\$170.00
127471	13	Hardware Support	LGC LGC I Series Server w SSD S/N 20150517-SH-Server 07/01/2019 - 06/30/2020	\$495.00
127471	14	Hardware Support	Crashplan Online Disaster Recovery S/N springhill-shplprod-2017 07/01/2019 - 06/30/2020	\$170.00
127471	15	Hardware Support	LGC LGC I Series SSD Server S/N 20181117-da3 12/18/2019 - 06/30/2020	\$288.75
127471	16	Hardware Support	Crashplan Online Disaster Recovery S/N springhill-GIS-2016 07/01/2019 - 06/30/2020	\$170.00
127471	17	Hardware Support	Crashplan Online Disaster Recovery S/N springhill-pdserver 07/01/2019 - 06/30/2020	\$170.00
127471	18	Hardware Support	Mimecast M2A - Spring Hill S/N m2aspringhill 07/01/2019 - 06/30/2020	\$22,000.00
127471	19	Hardware Support	LGC LGC I Series Server w SSD S/N 20171101-lgcd1 07/01/2019 - 06/30/2020	\$495.00
127471	20	Hardware Support	LGC Network Support Services - Level 10 07/01/2019 - 06/30/2020	\$11,856.00
127471	21	Hardware Support	Crashplan Online Disaster Recovery S/N springhill-mail 07/01/2019 - 06/30/2020	\$170.00
127471	22	Hardware Support	LGC LGC I Series SSD Server S/N 20170729-library 07/01/2019 - 06/30/2020	\$495.00
127471	23	Hardware Support	LGC LGC I Series SSD Server S/N 20170411-ROC1 07/01/2019 - 06/30/2020	\$495.00
127471	24	Hardware Support	LGC LGC I Series Server w SSD S/N 20151016-shacct 07/01/2019 - 06/30/2020	\$495.00
127471	25	Hardware Support	LGC LGC I Series SSD Server S/N 20170728-Library 07/01/2019 - 06/30/2020	\$495.00

THANK YOU FOR YOUR BUSINESS!

Local Government Corporation

714 Armstrong Lane
Columbia, Tennessee 38401

INVOICE

Customer: City of Spring Hill

Customer Number: 62651

INVOICE	ITEM #	TYPE	DESCRIPTION	AMOUNT
127471	26	Hardware Support	LGC LGC I Series Server w SSD S/N 20140888-pdserver 07/01/2019 - 06/30/2020	\$495.00
127471	27	Hardware Support	LGC LGC I Series SSD Server S/N 20181116-da2 12/18/2019 - 06/30/2020	\$288.75
127471	28	Hardware Support	Crashplan Online Disaster Recovery S/N springhill-shpdvid 07/01/2019 - 06/30/2020	\$170.00
127471	29	Hardware Support	Crashplan Online Disaster Recovery S/N springhill-shacct 07/01/2019 - 06/30/2020	\$170.00
127471	30	Hardware Support	Avast Antivirus - 130 User S/N 11209100115 07/01/2019 - 06/30/2020	\$1,445.00
127471	31	Hardware Support	LGC LGC I Series SSD Server S/N 20181115-da1 12/18/2019 - 06/30/2020	\$288.75
127471	32	Hardware Support	Crashplan Online Disaster Recovery S/N springhill-shserver 07/01/2019 - 06/30/2020	\$170.00
127471	33	Hardware Support	LGC LGC I Series High Performance Workstation S/N 20161213-nick 07/01/2019 - 06/30/2020	\$500.00
			Hardware Support Total	<u>46,002.25</u>
				\$51,560.01

Amount Applied: \$ 1,464.05
 Amount Due: \$ 50,400.96

1,865.01

THANK YOU FOR YOUR BUSINESS!



LOCAL GOVERNMENT CORPORATION

MEMORANDUM

To: All LGC Customers
From: Bruce D. Collier, President
Date: May 31, 2019
Subject: Annual Support Invoice for 2019-2020

Please find enclosed an invoice for your annual support services from Local Government Corporation. If you requested any changes to services based on the Trial Invoice we sent earlier, they should be reflected on the enclosed Support Invoice. Please review the invoice carefully and if you find any discrepancies, please notify our Finance Office in writing and they will send you a corrected invoice. Since this invoice represents the services you expect us to provide, please only pay from a final, official invoice from our office. Please read the Terms and Conditions section for more information.

As always, it is our pleasure to serve you. I always tell everyone I have the best staff in the world and the best customers too. Since you are such a diverse group, I won't go into details about the new things we have planned for you this year. Please be sure to check our website, and also the communications from our Marketing Department, about new products, features, and services that can be of use to you.

Thank you and God Bless.

INVOICE TERMS AND CONDITIONS

PAYMENT OF THIS INVOICE ACKNOWLEDGES THE ACCEPTANCE AND CONSENT OF THE TERMS AND CONDITIONS SET FORTH HEREIN. Payments for the services provided in this invoice are due within sixty (60) days of the due date on this invoice. Local Government Corporation may terminate service for the Client's failure to make timely payments due pursuant to this invoice upon thirty (30) days prior written notice. Upon any expiration or termination of services, the Client shall cease any and all use of any Software. All notices required or permitted to be given to Local Government Corporation shall be sufficient if sent by certified mail, return receipt requested, to as the party to receive the notice has designated by notice to the other party.

Attention: Finance Manager
Local Government Corporation
714 Armstrong Lane
Columbia, TN 38401

The services are provided "AS IS" and there are no warranties, expressed, or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose. Local Government Corporation's liability for any errors or omissions on its part shall be limited to actual damages incurred but under no circumstances, other than for criminal or fraudulent acts by Local Government Corporation or any of its employees, shall exceed the charge for such service during the calendar year. LOCAL GOVERNMENT CORPORATION SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR OTHER SIMILAR DAMAGES (INCLUDING LOST PROFITS) EVEN IF LOCAL GOVERNMENT CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Client agrees that Local Government Corporation has no obligations to third parties, including Client's employees and any third party agencies. No written waiver shall constitute, or be construed as, a waiver of any other obligation or condition of this Agreement. The failure by any party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.

Local Government Corporation

Hardware Maintenance Agreement

THIS AGREEMENT: made and entered into this 1st day of July 2019, by and between Local Government Corporation, a not-for-profit corporation duly organized and existing under the laws of the State of Tennessee, with its principle place of business located in Columbia, Tennessee, (hereinafter referred to as "LGC"), and the customer as stated in the acceptance section, a body politic and corporate existing under the laws of the State of TN.

TERM/CANCELLATION

- (A). This agreement is effective as of the above date and it shall remain in effect for an initial term through the fiscal year ending June 30. After the initial term this agreement shall continue in effect until termination, discontinuance, or cancellation of all service pursuant to the provisions herein.
- (B). Upon thirty days prior written notice, either party may terminate this agreement in its entirety or for any part thereof.
- (C). LGC may elect to cancel this agreement if the Customer, upon thirty days prior written notice, has failed to make payments due hereunder.

PRODUCT/SERVICE

- (A). LGC shall provide preventive maintenance and remedial service to keep the product in, or restore the product to, good working order. This service shall be performed during the hours of 8:00 AM to 5:00 PM five days per week, Monday through Friday, excluding holidays. LGC shall determine the frequency and duration of preventative maintenance service based on the specific needs of the item.
- (B). The Customer is responsible for the proper use, care and cleaning of the product in accordance with the vendor's instructions. When the need arises for remedial service, the Customer shall notify LGC and allow LGC full and free access to the equipment.
- (C). Service will include inspection, adjustment, and replacement of parts as deemed necessary by LGC. Parts, which will be either new or reconditioned to perform as new, will be furnished on an exchange basis and the exchanged part will be identical or equivalent in specification as viable to LGC. The replacement of parts, such as internal components of printers, is limited to failure of parts; but LGC shall not replace parts due to occurrence such as misuse, abuse, or mishandling of equipment.
- (D). LGC shall not be obligated to provide service at any location other than the original installation site. If the Customer wishes to relocate products, it shall give timely prior notice to LGC and relocation and resumption of service shall be subject to agreement between LGC and the Customer.
- (E). Loan equipment or other means of back-up will be available to make certain critical work is not delayed.

CHARGES/PAYMENTS

- (A). The Customer is liable for charges starting on the effective date. All initial agreement charges will be prorated to the end of the fiscal year (June 30).
- (B). The base annual service charges do not include: (1) accessories and consumable supplies, (2) repair or replacement parts due to any cause external to products, neglect, improper use or misuse, damage by other attachments, fire, water, theft, vandalism, acts of God, (3)

repainting or refinishing, (4) moving equipment or installing cables, (5) any service required by unauthorized alteration of product.

(C). Annual charges are subject to change annually with thirty days prior written notice. If LGC notifies the Customer of an increase in charges and the Customer does not discontinue service in writing, service shall continue at new rate.

(D). LGC will issue invoices stating charges and the Customer shall make payment within sixty days from the date of the invoice. Any charges that remain unpaid after sixty days will result in termination of support services until the outstanding balance is paid in full.

LIMITATIONS OF LIABILITY

(A). It is the responsibility of the Customer to insure that all of its files are adequately duplicated and documented. LGC will not be responsible for the Customer's failure to do so, nor for the cost of reconstructing data stored on disks, tapes, memories, etc. lost during the course of performing service.

(B). LGC is not responsible for removal of unwanted software from the customer equipment. This includes but is not limited to viruses, spyware, malware, scare ware, trojans, key loggers, and other malicious software.

(C). LGC is not responsible for failure to fulfill its obligations hereunder due to labor disputes, shortages of parts or materials, or any other causes beyond its reasonable control.

(D). LGC shall have the right to sub-contract its obligations under this agreement.

(E). This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written.

PRODUCT

All hardware to be covered under this agreement shall be listed on the attached form. It is the Customer's responsibility to notify LGC anytime hardware is removed from service resulting in the need to discontinue coverage. LGC will prorate the annual fee for any removed items, and will issue a credit for the remainder of the fiscal year. No credit will be issued for the time period prior to LGC's notification. LGC will be responsible for maintaining accurate records of the Customer's equipment based on information provided by the Customer.

ACCEPTED BY:

Local Government Corporation

Signed: _____

Bruce D. Collier, President

Date: _____

Agency or Office: _____

Signed: _____

Title: _____

Date: _____