



Total Active IT™

Hardware, Software, Cloud, Phone, Wireless, and IT Management

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 670 N. Clearwater-Largo Rd., Largo, Florida 33770 and City of Madeira Beach with office located at 300 Municipal Drive addressline2, Madeira Beach, FL 33708. ("The Company")

Executive Summary

Network People will deliver a full IT solution to City of Madeira Beach that will solve immediate critical issues such as:

Issue	Impact
1. Unreliable backup	Puts critical city data at risk of loss
2. Insecure network	Makes the city vulnerable to internal/external data intrusion and loss
3. Out of date servers and workstations	Puts critical city data at risk, not compliant
4. No flat fee all-inclusive IT management	No guaranteed response times with flat fee (bigger or more frequent the problems, higher the expense)

Issues above will be resolved using Network People's Active IT Cloud which will be deployed at the end of this month (Dec. 2013) and go live in January 2014.

In addition Network People will provide an all-inclusive plan to install, configure, support, train, and provide protection from obsolescence to the City Hall, Fire Department, and Recreation Center; and through the efficiencies gained by a long term agreement and the unique high value of the Total Active IT™ agreement, save City of Madeira Beach \$248,000 over 10 years.

Beginning 2015 when construction is finished, the Total Active IT™ agreement will include comprehensive hardware, software, and support. Following are some highlights:

Benefit	Details of Next Value for City
1. Unlimited IT support, training, configuration, strategic planning, vendor management	<ul style="list-style-type: none"> 9 years of support from single point of contact with guaranteed response times by certified team of experts to make IT all work
2. Private Cloud hosted servers	<ul style="list-style-type: none"> Never buy server hardware or software again High availability, enterprise level secure servers Hourly backup in two data centers Enhanced secure remote access from anywhere
3. All-in-one Lenovo Computers (business class)	<ul style="list-style-type: none"> Replaced brand new every 3 years (included) Sleek all-in-one desktop design to save space
4. MS Office, Email, Server licenses always current	<ul style="list-style-type: none"> MS Office 2013 (always the latest version) MS Exchange Server (always the latest version) MS Server (always the latest version) MS Windows 8 (always the latest version) Obsolesce protection
5. Phone system with 34 handsets & 3 conference	<ul style="list-style-type: none"> Always up to date and secure phone system Enterprise class features No local phone service cost for 37 lines 6 bluetooth headsets
6. iPads for commissioners and key personnel	<ul style="list-style-type: none"> 17 iPads to dispense/share information Configuration and training provided
7. Wireless through all buildings	<ul style="list-style-type: none"> Secure network wireless for employees Guest access for city users
8. Network equipment	<ul style="list-style-type: none"> Configuration/support of routers, switches, security
9. Printers and print management	<ul style="list-style-type: none"> 4 lasers, 7 color lasers, 2 copiers Fully supported



Included in Project: (see attached "Proposal for City of Madeira Beach" for actual parts invoice and descriptions of those parts in the appendix)

Labor, Licensing, Hardware, Software, Cloud, Phone, Wireless, IT Management Included in Total Active IT Installation	Jan 2014	Jan 2015 or move in date
Private Cloud Servers		
1. Setup and configure virtualized servers	✓	
2. Migrate all local data to cloud, setup permissions, shares, printers, scripts, management	✓	✓
3. Setup virtualized terminal sessions for each user with appropriate software	✓	✓
Workstations		
1. Configure old workstations to connect to cloud servers & print	✓	
2. Provide .5 hour staff in-service training for old and new workstations	✓	✓
3. Setup and configure new workstations for staff members and connect to cloud		✓
Wireless		
1. Configure wireless access points for all buildings		✓
2. Test and confirm wireless works with wireless devices provided in the project		✓
Phones		
1. Install and configure handsets		✓
2. Configure and customize all extensions, auto-attendant, hours of operation		✓
3. Provide 3x5 instructions for usage card and .25 hour staff in-service		✓
4. Ongoing Help Desk support		✓
iPads		
1. Install and configure to connect to email and wireless		✓
2. Setup apps to allow sharing of information using evernote between commissioners		✓
3. Provide usage instructions and .5 hour staff in-service training		✓

Included in Ongoing Total Active IT agreement: (see attached "Proposal for City of Madeira Beach" for actual parts invoice and descriptions of those parts in the appendix)

Licensing, Hardware, Software, Cloud, Phone, Wireless, IT Management Included in Total Active IT	1/1/14 - 12/31/14	1/1/15 - 12/31/23
Private Cloud Servers		
4. Virtual Servers with proper setup and resources and Microsoft licensing	✓	✓
5. Exchange Server	✓	✓
6. Domain Controllers to manage file, print, security, access control	✓	✓
7. Setup & maintain file backup, remote access for users, backup data center	✓	✓
Workstations		
1. All-in-one Lenovo computers, replaced every 3 years		✓
2. MS Office, Email, Server licenses always the most current/stable version	✓	✓
Private Cloud Servers and Desktops		
1. Hosting of servers in secured private cloud	✓	✓
2. All costs for server hardware, server software, server licenses, power, and bandwidth for resources in the cloud are included	✓	✓
3. 24x7 Logging of Private Cloud with 8x5 Business Hour Live Technician Monitoring and helpdesk	✓	✓
4. Guaranteed uptime access to servers and private cloud desktops from a working internet connection	✓	✓

Included with Active IT™ Hardware, Software, Cloud, Phone, Wireless, IT Management	1/1/14 - 12/31/14	1/1/15 - 12/31/23
Private Cloud Servers		
1. Virtualized server guests running	✓	✓
2. Risk Analysis of Critical Business Data	✓	✓
3. Future Needs Forecasting including Disaster Recovery Preparation	✓	✓
4. Business Continuity and Policy Planning	✓	✓
Proactive Support		
1. Active IT™ Backup: Backup Server, Virtual Server, and Dual Off-site Data Storage	✓	✓



January 1, 2018 \$64,679	Total Active IT™ Hardware, Software, Phone, Wireless, Cloud, IT Management
January 1, 2019 \$64,679	Total Active IT™ Hardware, Software, Phone, Wireless, Cloud, IT Management
January 1, 2020 \$64,679	Total Active IT™ Hardware, Software, Phone, Wireless, Cloud, IT Management
January 1, 2021 \$64,679	Total Active IT™ Hardware, Software, Phone, Wireless, Cloud, IT Management
January 1, 2022 \$64,679	Total Active IT™ Hardware, Software, Phone, Wireless, Cloud, IT Management
January 1, 2023 \$64,679	Total Active IT™ Hardware, Software, Phone, Wireless, Cloud, IT Management
Total Investment	\$802,582

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. Service Level Agreement:

1) Coverage; Definitions

- a) This Service Level Agreement (SLA) applies to you ("customer") if you have ordered any services from Network People (the "Services") and your account is current (i.e., not past due) with Network People: Private Cloud, Secure Private Cloud, Active IT. As used herein, the term "Service Availability" means the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that the private cloud servers are available for access via Virtual Infrastructure Client, as measured by Network People.

2) Service Level

- a) Goal: Network People's goal is to achieve 100% Service Availability for all customers.
- b) Remedy: Subject to Sections 3 and 4 below, if the Service Availability of customer's Virtual Servers is less than 100%, Network People will issue a credit to customer in accordance with the following schedule, with the credit being calculated on the basis of the monthly service charge for the affected Services:

Service Availability	Final Penalty
1. 100%	0%
2. 99.9 to 99.999%	1%
3. 99 to 99.99%	5%
4. 95 to 97.99%	10%
5. 90 to 94.99%	25%
6. 80 to 89.99%	50%
7. 79.99% or below	100%

3) Exceptions Customer shall not receive any credits under this SLA in connection with any failure or deficiency of Service Availability caused by or associated with:

- a) Circumstances beyond Network People's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation, ecommerce software, payment gateways, chat, statistics or free scripts) or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this SLA;
- b) Failure of access circuits to the Network People Network, unless such failure is caused solely by Network People;
- c) Scheduled maintenance and emergency maintenance and upgrades;
- d) DNS issues outside the direct control of Network People;
- e) Issues with FTP, POP, IMAP, or SMTP customer access;
- f) False SLA breaches reported as a result of outages or errors of any Network People measurement system;



2.	Active IT™ Detection of Covered Servers, Workstations, Network Devices and Back ups	✓	✓
3.	24x7 Logging with 8x5 Business Hour Live Technician Monitoring	✓	✓
4.	Active IT™ Alerts and Initial Response to Security Breaches	✓	✓
5.	Active IT™ Maintenance: Antivirus and Patch Updates, Licensing and Server Productivity	✓	✓
Private Cloud Servers and Desktops			
1.	Hosting of servers in secured private cloud	✓	✓
7.	All costs for server hardware, server software, server licenses, power, and bandwidth for resources in the cloud are included	✓	✓
3.	24x7 Logging of Private Cloud with 8x5 Business Hour Live Technician Monitoring and helpdesk	✓	✓
4.	Guaranteed uptime access to servers and private cloud desktops from a working Internet connection	✓	✓
Unified Remote Support			
1.	Remote Support for ANY Covered Servers, Remote Desktops, or Other Network Device	✓	✓
2.	Domain related assistance: DNS, web redirection, MX Record, registration	✓	✓
3.	Live Technician to Contact for Assistance as Needed	✓	✓
4.	Help Desk and User Education	✓	✓
On-Site Service			
1.	Regularly Scheduled Service Visits to Your Location by a Network People Engineer	✓	✓
2.	On-Site Maintenance and Systems Documentation	✓	✓
3.	User Training and General Support	✓	✓
4.	Site Inspection and Review according to Active IT™ Standards	✓	✓
On-Site Network Administrator			
1.	User Training and General Support	✓	✓
2.	Replace current computer/server/phone with new system	✓	✓
3.	Phone, PDA, Smart Phone, Printers, Scanners	Not included	✓
4.	Install new hardware/database/phone/security equipment	Not included	Not included
5.	Infrastructure changes after new building project move-in is complete: cabling, network closet modification, office move	Not included	Not included
On-Site Visits per Month			
1.	Covers all items above up to the On-site Visits under "Covered Devices" of agreement	✓	✓

1. Terms of Agreement

- 10 year. Automatically renews unless Network People, Inc. is notified in writing thirty (30) days prior to the end of the agreement.
- Upon acceptance, City of Madeira Beach 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 670 N. Clearwater-Largo Road, Suite E, Largo, FL 33770. 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.
- Payment schedule:

Payment Schedule

December 16, 2013	\$29,600	Cloud migration & provisioning
December 30, 2013	\$34,660	Total Active IT™ Private Cloud
October 2014	\$156,681	Equipment & Labor for Project
January 1, 2015	\$64,679	Total Active IT™ Hardware, Software, Phone, Wireless, Cloud, IT Management
January 1, 2016	\$64,679	Total Active IT™ Hardware, Software, Phone, Wireless, Cloud, IT Management
January 1, 2017	\$64,679	Total Active IT™ Hardware, Software, Phone, Wireless, Cloud, IT Management

Network People, Inc. • 670 Clearwater-Largo Road N., Largo, FL 33770 (727) 446-4564



- g) Customer's acts or omissions (or acts or omissions of others engaged or authorized by customer), including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, ASP, etc), any negligence, willful misconduct, or use of the Services in breach of Network People's Terms and Conditions and Acceptable Use Policy;
 - h) E-mail or webmail delivery and transmission;
 - i) DNS (Domain Name Server) Propagation.
 - j) Outages elsewhere on the Internet that hinder access to your account. Network People is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. Network People will guarantee only those areas considered under the control of Network People: Network People server links to the Internet, Network People's routers, and Network People's servers.
- 4) **Credit Request and Payment Procedures**
- a) To receive a credit, the customer must make a request by sending an e-mail message to billing@networkpeople.com. Each request in connection with this SLA must include the customer's account number and the dates and times of the unavailability and must be received by Network People within ten (10) business days after the customer's services were not available. If the unavailability is confirmed by Network People, credits will be applied within two billing cycles after Network People's receipt of the customer's credit request. Credits are not refundable and can be used only towards future billing charges.
 - b) Notwithstanding anything to the contrary herein, the total amount credited to customer in a particular month under this SLA shall not exceed the total fee paid by customer for such month for the affected Services. Credits are exclusive of any applicable taxes charged to customer or collected by Network People and are customer's sole and exclusive remedy with respect to any failure or deficiency in the Customer's Services Availability.
4. **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. Parties agree that the forum for any arbitration, mediation, or litigation shall be the Circuit Court of Pinellas County.
5. **Satisfaction Guaranteed**
- Your satisfaction is guaranteed.



QTY		QTY		Select Agreement Type
Servers	6	Backup Server *	1TB (* 10 year agreement)	
Desktops	32	IPads	17	
Laptops	0	Sites	3	
Printers	13	Onsite Visits per Month	unlim	

Start Date of Contract:	1/1/2013	Annual Agreement 2014:	\$ 34,560
Amount Due at Signing:	\$ 29,500 cloud migration	Annual Agreement 2015-2016:	\$ 64,675
	\$ 34,560 Total Active IT		
	Total= \$64,060		

October 2014, \$106,681 due for equipment & labor for move-in on project	On-boarding fee: \$ waived with agreement
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Equipment/Agreement Specifics:
 (see attached "Proposal for City of Madeira Beach" for actual parts invoice and descriptions of those parts in the appendix)

Signatures below signify acceptance of the above agreement, 1/01/2014

[Handwritten Signature]

City of Madeira Beach, authorized representative

Jan 9/14 Date

[Handwritten Signature]

Network People, Inc., Officer

1/9/14 Date

NETWORK PEOPLE, INC. and City of Madeira Beach 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 City of Madeira Beach regarding the subject matter hereof and supersedes all prior oral and written agreements, negotiations, understandings and communications regarding such matters.



Addendum DM Agreement

Date: 01/30/14

Regarding: Addendum to the Active IT Monitoring & Management, Unlimited Remote & Onsite, agreement signed on July 1, 2009. THIS AGREEMENT is between NETWORK PEOPLE, INC., with office located at 670 N. Clearwater-Largo Rd., Largo, Florida 33770 and City of Madeira Beach with office located at 300 Municipal Drive Madeira Beach, FL 33708 ("The Company")

Purpose of Addendum: adding services to the agreement

Terms: identical to the original terms of Quote # 48416 accepted on 8/25/2013

Covered Devices		Investment
Website	QTY 1	Select Agreement Type DM
Start Date of Contract: 02/01/2014		Monthly Agreement: \$ 529.00
Amount Due at Signing: \$ 150.00		Amount

Tailored Active IT Specifics

\$150.00 added on 2/1/14 to Replace Earth Channel streaming system with Live Stream

Authorized representative

Date

Network People Officer

Date



Network People, Inc.
 670 N. Clearwater-Largo Rd.
 Suite E
 Largo, Florida 33770
 United States
 http://www.networkpeople.com

Quotation

Date:
Jul 23, 2013 8:42 AM EDT

Doc #:
48416 - rev 1 of 1

Description:
Revised: Website

SalesRep:
Rae, Kimberly
(P) 727-446-4564
(F) 727-446-0865

Customer Contact:
Crawford, Shane
(P) 727-391-9951
scrawford@madeirabeachfl.gov

Customer
 City of Madeira Beach (CO0625)
 300 Municipal Drive
 Madeira Beach, Florida 33708

Bill To
 City of Madeira Beach
 Crawford, Shane
 300 Municipal Drive
 Madeira Beach, Florida 33708

Ship To
 City of Madeira Beach
 Crawford, Shane
 300 Municipal Drive
 Madeira Beach, Florida 33708

Customer PO: None	Terms: Undefined	Ship Via: UPS Ground
Special Instructions: None	Carrier Account #: None	

Item Description	Qty	Tax	Unit Price	Total
1 Website	1	No	\$4,500.00	\$4,500.00

To include:
 New, clean, professional, and user friendly website
 Unlimited pages and images on site
 Search feature built into website
 Easy to use and understand contact form built into website
 Social media integration (The site will have links to all social media outlets along with news feeds showing posts from facebook/twitter/google+ on website)
 Website will be built on Joomla! CMS platform
 Training for Madeira Beach staff
 Webcam and Live stream capabilities
 Well-organized and easy to use page with forms, permits, and other documents
 Destruction and removal of old website

* 50% down upon signing, 50% due upon final delivery

Hosting and Maintenance options: Start date -October 1, 2013

2 Option 1 \$50 per month	0	No	\$50.00	\$0.00
* With this option, all updates to this site done by Network People will bill at \$100 per hour Hosting on Network Peoples private server 10GB of hosting space 5GB of monthly bandwidth 99% Guaranteed up time on server Capability to recover backups whenever needed Ability to take over Technical Administration of the domain madeirabeachfl.gov 48 hour turnaround time on updates				
3 Option 2 (3yr agreement) DM \$345 per month (Recommended)	0	No	\$150.00	\$0.00
* Discounted price with Active-IT agreement (\$225 per month without agreement) Hosting on Network Peoples private server 25GB of hosting space Unlimited monthly bandwidth Monthly website analytics 99% Guaranteed up time on server Capability to recover backups whenever needed Ability to take over Technical Administration of the domain madeirabeachfl.gov 48 hour turnaround time on updates Unlimited updates to website at no extra charge Early termination fee of \$500 with a 30 day written notice				
4 Option 3 (3yr agreement) DM w/ social media and professional writer \$369 per month	0	No	\$379.00	\$0.00
Hosting on Network Peoples private server Unlimited hosting space				

Unlimited monthly bandwidth
 Monthly website analytics
 99% Guaranteed up time on server
 Capability to recover backups whenever needed
 Ability to take over Technical Administration of the domain madeirabeachfl.gov
 48 hour turnaround time on updates
 Unlimited updates to website at no extra charge
 Professional writer for social media posts and updates

5 * All options will be hosted on Network Peoples private server. 0 No \$0.00 \$0.00
 Private server is backed up multiple times a day and kept in multiple locations. One server located in Kansas City, MO and the other in Philadelphia, PA.
 Network People Inc will be responsible for data recovery in the event of a loss.

6 Terms of Hosting and Maintenance Agreement : 0 No \$0.00 \$0.00
 Upon acceptance, the Company will submit to Network People, Inc., payment for the first month. All subsequent payments will be due on the first day of every month.
 If payment isnt received by the 15th of the month, a fee equal to the greater of \$15.00 or 5% of that months Website Agreement will be assessed and service may be suspended.
 MasterCard, Visa, American Express, and Discover are all 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.
 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)(Excluding: negligent & intentional acts of Network People or its agents on the loss of data) whether foreseeable or not, even if Network People, Inc. has been advised of the possibility of such damages. Network Peoples 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 a current employee of Network People is hired directly by City of Madeira Beach as an employee or indirectly by City of Madeira Beach as a contractor to work on the side, City of Madeira Beach agrees to pay Network People the equivalent of 1 years salary level II engineer to cover training and replacement costs.
 This Website Agreement is not assignable by either party and any attempt to assign any rights hereunder shall be void. This Website 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 City of Madeira Beach. This Website Agreement shall be governed by the laws of the State of Florida. Parties agree that the forum for any arbitration, mediation, or litigation shall be the Circuit Court of Pinellas County.
 Once completed and final payment is made, website is property of City of Madeira Beach.
 Price for Pay-Per-Click campaigns is not included in agreement price.
 Pay-Per-Click management fee of 15%

Special Consultation
 7 Includes 3 hours of Web consulting with Option 2 or Option 3, to provide basic repair of current website to restore functionality prior to start date of this agreement (Oct. 1st) at no charge. 1 No \$0.00 \$0.00

Subtotal: \$4,500.00
 Tax (0.000%): \$0.00
 Shipping: \$0.00
Total: \$4,500.00

Please acknowledge acceptance of this quote by signing the document and faxing to Network People at 727-446-0865. Acknowledgement is also accepted via a return mail clearly indicating your acceptance of the terms of the quote.

Authorized Signature: 
 Printed Name: Shane B. Crawford