



# Information Technology Support and Maintenance Agreement

**Between:**

**Baxter I.T. Consulting Services**

**and**

**The City of Hutchins**

**Effective Date:** [TBD]

**Version:** 2025.1

**Prepared By:** Baxter I.T.



# BAXTER I.T. CONSULTING SERVICES

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# BAXTER I.T. CONSULTING SERVICES

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## 1. Introduction

Between: Baxter I.T. Consulting Services ("Baxter I.T."), a Texas corporation located at 372 Town Place, Fairview, Texas 75069, and the City of Hutchins, Texas (the "City"), a Texas Type A general law municipal corporation located at 321 North Main Street, P.O. Box 500, Hutchins, Texas 75141 (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

Date: [TBD]

## 2. Purpose

This Agreement outlines the terms and conditions for the provision of proactive and reactive technical support services, managing all inventoried systems, software, and devices for the City. Additionally, Baxter I.T. shall monitor and manage the cyber and physical security systems including recommendations and implementation of secure digital strategies for Information Technology (I.T.) management.

## 3. Baxter I.T Quality

Baxter I.T. stands at the forefront of I.T. Services within the DFW Metroplex, especially in serving local government entities. Our expertise encompasses a comprehensive understanding of local government infrastructure, advanced software applications, cybersecurity, and cutting-edge hardware solutions. We prioritize security and our team undergoes rigorous FBI background checks prior to employment, and each of our engineers consistently maintains CJIS compliance, passing stringent security assessments every year.

Our specialized focus on local government I.T. services empowers us to integrate collective insights from various cities, enabling us to deliver superior solutions, applications, and security measures tailored specifically for the City.

This agreement reflects our commitment to assist the City in enhancing their I.T. security posture through expert advice and approved implementations, while acknowledging the inherent challenges and limitations in completely preventing cyber and physical security incidents.

## 4. Scope of Services

### 4.1 Proactive technical support

Monitor and maintain the performance and stability of the City's technology systems, software, devices, and take preventative measures to avoid potential problems.



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## 4.2 Reactive technical support

Respond to and resolve any technical issues or problems that arise in the City's technology systems, software, devices in a timely and efficient manner.

## 4.3 Cybersecurity Preventative Maintenance

Baxter I.T. recognizes the importance of maintaining strong cybersecurity measures to protect the City's technology systems, software, devices, and data. As such, Baxter I.T. will perform the following preventative maintenance measures on a regular basis:

### 4.3.1 Security Updates

Keep security software and operating systems updated with security patches and upgrades.

### 4.3.2 Firewall Maintenance

Monitor and maintain the firewall to ensure that it is properly configured and functioning to protect against unauthorized access.

### 4.3.3 Antivirus Updates

Keep antivirus software updated and perform regular scans to detect and remove any viruses or malware.

### 4.3.4 Backups

Regularly perform backup and disaster recovery procedures to ensure that the City's data is protected in the event of a system failure.

### 4.3.5 User Management

Monitor and manage user accounts and permissions to ensure that only authorized personnel have access to sensitive information.

### 4.3.6 Security Breach Notification

Baxter I.T. shall immediately inform the City if any security breach occurs and shall work with the City to promptly resolve any security issues to the best of its ability.

### 4.3.7 Confidentiality of Security Information

Maintain all information relating to security issues in strict confidence and shall use all reasonable efforts to prevent any unauthorized access, use, alteration, or destruction of such information.



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## 4.4 Technology Budgeting Services

Provide the City with technology budgeting services specifically related to the analysis of existing technology inventoried items and new proposed technology. Baxter I.T. shall conduct a thorough review of the City's current technology assets and analyze end-of-life and licensing information to provide the City with a comprehensive technology budget plan. Baxter I.T. shall use reasonable care and skill in performing the technology budgeting services and shall comply with any industry standards applicable to technology budgeting. The City shall provide Baxter I.T. with all necessary information and access to records required for the performance of the technology budgeting services.

## 4.5 On-Site/Remote Support

Baxter I.T. shall provide on-site support two days per week—Tuesdays and Thursdays—during normal business hours (8:00 AM to 5:00 PM CST). Remote support will be available 24/7 for after-hours and emergency situations. In the event of a critical issue, Baxter I.T. will respond with its full complement of engineers to resolve the matter as quickly as possible.

## 5. Scope of Technology Assets

The attached addendum lists the technology assets for which Baxter I.T. will provide proactive and reactive technical support to the City. The technology assets included in the scope of this agreement are as follows:

### 5.1 All Inventoried Systems

(See Addendum A) Technology items that incorporate a collection of different software, hardware, and licensing components. City systems are the critical backbone of I.T. operations.

### 5.2 Software

Software applications and operating systems that are used by the City, including but not limited to, specialized City applications, Microsoft Office, web browsers, email, and security software.

### 5.3 Devices

Peripherals and devices, such as printers, scanners, and other external devices that are used in conjunction with the City's technology systems.



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## 5.4 Staff

City-employed and authorized non-employed personnel who utilize the technology assets and may require technical support, in coordination with the City's HR department.

## 6. Additional Project Work

Project work is defined as major enhancements to existing inventoried items, or implementation of new hardware, software, systems. This work will be scoped separately and billed as project work. Baxter I.T. will provide technical work related to projects for the City at a discounted hourly rate of \$145.00 per hour. This rate includes all necessary labor to complete the work. The City will be responsible for payment of any expenses incurred by Baxter I.T. in connection with this work, such as materials, software, hardware, or licensing.

## 7. Payment Terms

The City shall make monthly payments to Baxter I.T. for the technology support services as outlined in this agreement. The monthly fee shall be \$13,750.00. Payment shall be due on the first of each month and shall be considered late if not received by the end of each month. If payment is not received within 30 days of the due date, Baxter I.T. reserves the right to suspend technology support services until payment is received in full. The City shall be responsible for any late fees or interest charges incurred as a result of late payment.

Baxter I.T. shall provide the City with an invoice for the technology support services on a monthly basis.

Baxter I.T. may annually adjust service fees based on:

- Growth in the City's technology inventory or user base
- Cost-of-living adjustments
- Significant changes to infrastructure, systems, or staffing

Baxter I.T. will provide a minimum of 60 days' written notice prior to any rate change. Rate changes will align with the City's fiscal year unless otherwise mutually agreed.



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## 7.1 Non-Approved Hardware or Software

If the City purchases or deploys any hardware or software without prior approval from Baxter I.T., the City acknowledges that Baxter I.T. may charge an additional fee at its standard hourly rate to support, troubleshoot, repair, or integrate such hardware or software into the existing infrastructure. Baxter I.T. shall notify the City in writing when this fee applies and provide an estimate before performing any billable work.

## 7.2 End-of-Life Hardware and Software

The City acknowledges that supporting or repairing hardware and software identified by Baxter I.T. as end-of-life typically requires additional time and resources. Therefore, Baxter I.T. reserves the right to charge the City at its standard hourly rate for work performed on such end-of-life hardware or software. Baxter I.T. will notify the City prior to performing billable work and provide an estimate of anticipated costs.

## 8. Term and Termination

### 8.1 Duration of Agreement

This Agreement shall commence upon the effective date and remain in full force for a period of one (1) year. Following the initial one-year term, the agreement shall automatically renew on an annual basis. This annual renewal will continue year after year until either Party submits a formal request for termination in accordance with the termination procedures outlined in this Agreement.

### 8.2 Termination Procedure

#### 8.2.1 Notice of Termination

Either Party may terminate this Agreement by providing the other Party with a written notice of termination. Such notice shall specify the date of termination, which shall be no less than ninety (90) days from the date the notice is delivered.

#### 8.2.2 Obligations During Notice Period

During the notice period, both Parties shall continue to fulfill their obligations under the original agreement. Baxter I.T. shall continue to provide the services outlined in the original agreement, and the City shall continue to make timely payments for services rendered.





## 8.2.3 Effect of Termination

Upon the expiration of the notice period, this Agreement shall be considered terminated, and neither Party shall have any further obligations to the other under the terms of the original agreement, except for those obligations that, by their nature, are intended to survive termination.

## 9. Confidentiality

Baxter I.T. agrees to maintain the confidentiality of all confidential information belonging to the City and to use such information solely for the purposes of fulfilling its obligations under this Agreement. Both Parties further agree to maintain the confidentiality of the terms and conditions of this Agreement, except where disclosure is pursuant to the order or requirement of a court, administrative agency, governmental body, the Texas Public Information Act, or other applicable law; provided, however, that the recipient shall provide prompt notice of such court order or requirement to the disclosing Party to enable the disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure

## 10. Limitation of Liability

### 10.1 General Limitation

In no event shall Baxter I.T. be liable for any indirect, incidental, special, or consequential damages arising from this Agreement, or the services provided under this Agreement, even if Baxter I.T. has been advised of the possibility of such damages.

### 10.2 End-of-Life Hardware and Software

The City agrees that all hardware and software must be maintained in an up-to-date condition and must not be classified as end-of-life. Baxter I.T. shall notify the City if any hardware or software reaches end-of-life status. Baxter I.T. shall not be liable for any network breaches, data loss, or other security incidents resulting from the continued use of hardware or software that Baxter I.T. has previously identified and communicated as end- of-life or outdated.

### 10.3 Third-Party Interference

Baxter I.T. shall not be held liable for any damages, service disruptions, data loss, or security breaches resulting from the actions, negligence, or interference of any individual or entity not employed by or under the direct management of Baxter I.T., including but not limited to non-City personnel, third-party IT providers, contractors, consultants, or unauthorized users.



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## 10.4 Third-Party Access Notification

The City acknowledges that third-party access to their network, systems, or infrastructure may negatively affect performance, security, or stability. Accordingly, Baxter I.T. shall not be responsible for any resulting issues, failures, or liabilities. The City agrees to notify Baxter I.T. in writing prior to granting any third-party access to systems or environments under Baxter I.T.'s management. Failure to provide such notice shall release Baxter I.T. from any obligation to support, troubleshoot, or remediate issues caused by such third-party involvement.

## 11. Indemnification

**THE CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF BAXTER I.T. PURSUANT TO THIS AGREEMENT. BAXTER I.T. HEREBY WAIVES ALL CLAIMS AGAINST THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS THE "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY. BAXTER I.T. AGREES TO INDEMNIFY AND SAVE HARMLESS THE CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE BAXTER I.T.'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF BAXTER I.T., ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS, OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF THE CITY). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST THE CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, BAXTER I.T., ON NOTICE FROM THE CITY, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT BAXTER I.T.'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO THE CITY. BAXTER I.T.'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY BAXTER I.T. UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**



## **12. Insurance Coverage**

Baxter I.T. maintains the following insurance policies to ensure adequate protection while performing services under this Agreement:

Information Technology Professionals Liability: \$2,000,000

Private Security Liability Insurance: \$2,000,000 Automobile

Liability Insurance: \$1,000,000

Baxter I.T. agrees to maintain these coverages throughout the term of this Agreement and to provide certificates of insurance to the City upon request.

## **13. 3<sup>rd</sup> Party Vendor Applications and Services Indemnification**

Baxter I.T. is not responsible for any downtime or loss that may occur due to the use of third-party applications or services. Essentially, this clause protects Baxter I.T. from any liabilities that may arise from the failure or malfunction of applications or services provided by a third-party vendor. Baxter I.T. shall not be responsible for any consequences resulting from the use of these third-party applications or services, and shall not be held liable for any resulting damages or losses incurred by the City.

## **14. Governing Law; Venue**

The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Ellis County, Texas, unless the subject matter of the dispute is required by law to be filed in federal court, in which case the venue shall be in the United States District Court for the Northern District of Texas (Dallas Division). The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

## **15. Entire Agreement**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior understandings or agreements, whether written or verbal, relating to the subject matter of this agreement. This agreement may not be amended or modified except in writing signed by both Parties.

## **16. Authorization**

Each Party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

## **17. Assignment**

Baxter I.T. may not assign this Agreement in whole or in part without the prior written consent of



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the City. In the event of an assignment by Baxter I.T. to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

## **18. Successors and Assigns**

Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

## **19. Amendments**

This Agreement may be amended by the mutual written agreement of the Parties.

## **20. Severability**

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

## **21. Survival of Covenants**

Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

## **22. Recitals**

Any recitals to this Agreement are incorporated herein.

## **23. No Waiver of Immunity**

The Parties agree that City has not waived immunity by entering into and performing their respective obligations under this Agreement.

## **24. Notice**

Any notice required or permitted to be delivered hereunder may be sent by first class mail or courier to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery or on the day actually received if sent by courier or otherwise hand delivered:



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If intended for City:

City of Hutchins, Texas  
Attn: James Quin, City Administrator  
321 North Main Street, P.O. Box 500  
Hutchins, Texas 75141  
Telephone: (972) 225-6121  
[jquin@cityofhutchinstx.gov](mailto:jquin@cityofhutchinstx.gov)

With a copy to:

Nichols | Jackson, L.L.P.  
Attn: Joseph J. Gorfida, Jr., City Attorney  
500 North Akard Street, Suite 1800  
Dallas, Texas 75201  
Telephone: (214) 965-9900  
[jgorfida@nicholsjackson.com](mailto:jgorfida@nicholsjackson.com)

If intended for Baxter I.T.

Baxter I.T. Consulting Services, Inc.  
Attn: \_\_\_\_\_  
372 Town Place  
Fairview, Texas 75069

## 25. Counterparts

This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

## 26. Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled, and Baxter I.T. may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

## 27. Exhibits and Addendums

The exhibits and addendums attached hereto are incorporated herein and made a part hereof for all purposes.

## 28. Audits and Records

Baxter I.T. agrees that during the term hereof, the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine, and reproduce any and all of Baxter I.T.'s records relating to the services provided pursuant to this



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Agreement for a period of one year following the date of completion of services as determined by the City or date of termination if sooner.

## **29. No Conflicts of Interest**

Baxter I.T. represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

## **30. Compliance with Federal, State & Local Laws**

Baxter I.T. shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

## **31. Force Majeure**

No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

## **32. Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination Against Firearm Entities and Firearm Trade Associations**

- (a) Baxter I.T. verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) Baxter I.T. verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) Baxter I.T. verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- (d) This section does not apply if Baxter I.T. is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Baxter I.T. has ten (10) or more fulltime



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employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

### **33. No Excluded Nation or Foreign Terrorist Organization**

Baxter I.T. certifies that Baxter I.T. is not engaged in active business operations within the Sudan, Iran, or a foreign terrorist organization and is not listed on the list of prohibited entities prepared and maintained by the Texas Comptroller of Public Accounts pursuant to Texas Government Code §§806.051, 807.051, or 2252.153.

***[Signature Page to Follow]***



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**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF HUTCHINS, TEXAS

By: \_\_\_\_\_  
James Quin, City Administrator

Approved as to form:

By: \_\_\_\_\_  
Joseph J. Gorfida, Jr., City Attorney  
(07-17-2025: 4896-9381-7686, v. 1)

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

BAXTER I.T. CONSULTING SERVICES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_





# BAXTER I.T. CONSULTING SERVICES

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## ADDENDUM A: INVENTORIED TECHNOLOGY OF THE CITY

As of DATE: 05-02-2025

HW/SW	Equipment Type	Quantity	Notes
	Sites	9	New City Hall, Old City Hall, PSB, Animal Shelter, FS2, Public Works, EDC, Library, Community Center
HW	Desktops/Laptops	112	
HW	Printers	40	8 at City Hall , 6 at PSB, 2 at FS2, 16 in Squad Cars, 2 @ Pub Wks, 1 @ EDC, 5 @ Library/Comm Center
HW	WiFi Units	42	20 @ New City Hall 3 @ Old City Hall, 11 @ PSB, 1 @ Animal Control, 2 @ FD, 3 in Lib/Sr, 1 @ EDC, 1 @ Pub Wks.
HW	Servers (Host + VM)	24	2 Host at City Hall, 5 Hosts at PD, 1 Host at Library
HW	Routers/Switches	34	Switches + SonicWalls
HW	Mobile Devices	32	Managed Phones and Tablets
APP	User Apps	21	STW, OpenGov, UCx, LT Systems, ArcGIS, Crimes, NetMotion, Watchguard Video, Lenel S2, USDD, ESO, DW, NetExtender, BADGE, Nice Recording, Axon, WCCTV, Brazos, Active911, KnoxConnect, Laserfiche
APP	Office 365/Exchange	321	64 Office g3 licenses, 49 Office g1 licenses, 102 Azure P1, 102 Defender P2, 3 Teams Audio Conf, 1 Apps for GCC
HW	Cellular Routers	22	17 in PD Cars, 5 in FD Vehicles