

IT SERVICES AGREEMENT

This Agreement is made and entered into as of November 1, 2025, between the City of Bay St. Louis, a municipal corporation organized under the laws of the State of Mississippi, with its principal office at 688 Highway 90, Bay St. Louis, MS 39520 ("City"), and Northshore Computer Services, LLC. (Vendor) with principal office at 108 Turkey Trot, Slidell, LA 70461.

1. Scope of Services

The Vendor agrees to provide Information Technology (IT) services including, but not limited to the following, in all city buildings, parks and facilities:

- Network infrastructure maintenance and support
- Cybersecurity services
- Server and workstation management
- Help desk support
- Data backup and disaster recovery
- Cloud services integration
- Software installation and management
- Hardware procurement and installation
- IT Strategy and Consulting

A detailed Scope of Work is attached as **Exhibit A** and incorporated herein.

2. Term and Termination

- **Term:** This Agreement shall begin on November 1, 2025 and continue until September 30, 2026, unless earlier terminated as provided below.
 - **Termination for Convenience:** Either party may terminate this Agreement with 30 days' written notice.
 - **Termination for Cause:** The City may terminate immediately upon breach of contract by Contractor, subject to notice and opportunity to cure.
-

3. Compensation

- The City shall pay the Contractor a Fee Schedule as detailed in **Exhibit B**.
 - Invoices shall be submitted monthly and are payable within 30 days of receipt.
-

4. Independent Contractor

The Contractor is an independent contractor and not an employee of the City. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship.

5. Confidentiality and Data Protection

Contractor agrees to maintain the confidentiality of any proprietary or sensitive data belonging to the City. Contractor shall comply with all applicable federal, state, and local data protection and cybersecurity laws.

6. Insurance

Contractor shall maintain:

- General Liability Insurance: \$300,000 per occurrence
- Professional Liability Insurance: \$3,000,000
- Workers Compensation Insurance as required by Mississippi law

Certificates of insurance must be provided prior to commencement of services.

7. Indemnification

Contractor shall indemnify and hold harmless the City and its officers, employees, and agents from any claims arising out of Contractor's performance under this Agreement.

8. Compliance with Law

Contractor shall comply with all federal, state, and local laws applicable to the services provided, including any procurement and transparency laws in Mississippi.

9. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Mississippi. Venue for any disputes shall be the Circuit Court of Hancock County, Mississippi.

10. Point of Contact

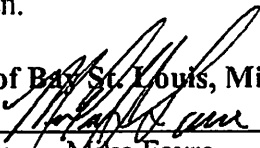
The primary point of contact for the City of Bay St. Louis is the Chief Administrative Officer (CAO). All request for purchases must be pre-approved by the CAO, and all request for information shall be pre-approved by CAO. No other employee or city council member may request information or purchases without approval by CAO or Mayor. The mayor, CAO and Chief of Police will be the only employees at the city to have access to any information from the door access control system as well as the security camera system.

11. Entire Agreement

This Agreement, including any exhibits or attachments, constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

City of Bay St. Louis, Mississippi

By: 
Name: Mike Favre
Title: Mayor
Date: 10/22/2025

Northshore Computer Services, LLC


By: 
Name: Mark Cohn
Title: Owner
Date: 10/22/2025

Exhibit A – Scope of Work

1. Introduction

This Scope of Work (SOW) defines the objectives, deliverables, responsibilities, timelines, and service parameters for IT services provided by Northshore Computer Services to the City of Bay St. Louis. The goal is to ensure **secure, reliable, and efficient technology operations** that support business objectives and enable scalability for future growth.

2. Objectives

- Maintain optimal performance and uptime for all IT systems.
 - Implement robust cybersecurity measures to safeguard against threats.
 - Provide fast, effective support for technical issues.
 - Ensure data integrity and business continuity through backup and recovery.
 - Enable efficient use of cloud technologies.
 - Provide strategic IT guidance for long-term success.
-

3. Services Provided

3.1 Network Infrastructure Maintenance and Support

- Monitor and manage switches, routers, firewalls, and wireless access points.
- Perform regular firmware updates and configuration backups.
- Troubleshoot connectivity and performance issues.
- Optimize network performance and security for all computer and technology assets for the city.

3.2 Cybersecurity Services

- Perform vulnerability assessments and penetration testing.
- Deploy and manage antivirus, anti-malware, and endpoint detection tools.
- Configure firewalls and intrusion prevention systems.
- Implement security patches and updates.
- Provide cybersecurity awareness training for staff.

3.3 Server and Workstation Management

- Install, configure, and maintain physical and virtual servers.
- Manage operating system updates and patches.
- Monitor CPU, memory, and storage usage.
- Maintain user accounts, permissions, and profiles.
- Proactively detect and resolve hardware/software issues.

3.4 Help Desk Support

- Provide Tier 1–3 support via phone, email, and remote access tools.
- Log, track, and resolve incidents.
- Escalate complex issues to senior technical staff.
- Offer user training and guidance on software/hardware use.

3.5 Data Backup and Disaster Recovery

- Implement automated backup solutions for critical systems.
- Store backups securely onsite and offsite/cloud.
- Test restoration procedures on a regular schedule.
- Develop and maintain disaster recovery documentation.

3.6 Cloud Services Integration

- Migrate data to cloud platforms (e.g., Microsoft 365, AWS, Google Cloud).
- Configure and secure cloud environments.
- Provide user training for cloud tools.
- Optimize cloud storage and compute costs.

3.7 Software Installation and Management

- Install and configure business applications.
- Manage software licensing and renewals.
- Apply updates and security patches.
- Remove deprecated or unauthorized applications.

3.8 Hardware Procurement and Installation

- Source and procure IT hardware (servers, workstations, networking equipment, peripherals, security cameras, door access, wireless internet access, etc.).
- Perform installation, configuration, and testing.
- Dispose of outdated equipment in compliance with e-waste regulations.
- Work with city vendor for printer/copies/scanners to maintain optimal functionality for staff.

3.9 IT Strategy and Consulting

- Conduct technology assessments and road mapping.
 - Advise on emerging technologies and industry best practices.
 - Provide budgeting and cost-benefit analysis for IT projects.
 - Develop policies for IT governance and compliance.
 - Work with the city's telephone, internet, and software service providers (Incode, MGO, The Planning Pod, etc.), as needed.
-

4. Deliverables

- Monthly network health reports.
 - Cybersecurity risk assessment reports (quarterly).
 - Backup verification and test reports.
 - SLA performance reports.
-

5. Roles and Responsibilities

Service Provider:

- Deliver services as defined in this SOW.
- Maintain confidentiality and data security.
- Provide regular communication and updates.

Client:

- Provide timely access to systems and facilities.
 - Designate a point of contact for approvals.
 - Notify the provider of changes affecting IT infrastructure.
-

6. Service Levels

- **Availability Target:** 99.9% uptime for supported systems during the work week (Monday thru Friday)
-

7. Reporting and Meetings

- Weekly operational update calls (if applicable).
- Monthly performance review meetings.
- Quarterly strategic planning sessions.


8. Change Management

All modifications to the scope, timelines, or costs must be documented in a Change Request Form and approved by both parties.

9. Acceptance

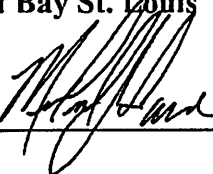
By signing below, both parties agree to the terms outlined in this Scope of Work.

Northshore Computer Services, LLS

Signature: 

Date: 10-22-25

The City of Bay St. Louis

Signature: 

Date: 10-22-25

Exhibit B – Compensation Agreement

1. Base Managed IT Services Fee

Client shall pay Service Provider a fixed monthly fee of \$2,900 for the Core Managed IT Services described in Exhibit A (Scope of Work). The monthly fee shall cover all standard services, support, and deliverables listed therein, subject to the terms of this Agreement.

2. Optional Add-On Services

The following services are available at a fixed agreed upon fee or an hourly rate of \$75, as indicated:

Add-On Service

Any major infrastructure upgrades, e.g. access controls (door access), security cameras, wireless access points can be provided by quote for a fixed price including equipment and labor for installation.

3. Invoicing and Payment Terms

Base monthly fees shall be invoiced in advance on the first day of each month and due within 45 days of invoice date.

Add-on services and hourly billable work shall be invoiced in arrears, included in the monthly invoice.

4. Taxes

All fees are exclusive of applicable taxes, which shall be the responsibility of the Client unless a valid exemption certificate is provided.

5. Annual Cost-of-Living Adjustment (COLA)

Beginning on October 1, 2026, and on each October 1 thereafter during the Term, the Monthly Service Fee shall be increased by 5%.

6. Acceptance

By signing below, both parties agree to the terms outlined in this Compensation Agreement.

Northshore Computer Services, LLS

Signature: Mark D. Colm

Date: 10-22-2025

The City of Bay St. Louis

Signature: 

Date: 10-27-25
