



INFORMATION TECHNOLOGY MANAGED SERVICES AGREEMENT

This agreement is made effective as of August 1, 2023, or, at a date-to-be-determined, between the City of Dodgeville, an organization based out of Dodgeville, Wisconsin, and TC Networks, Inc., of Platteville, Wisconsin

The parties agree as follows:

DESCRIPTION OF SERVICES: TC Networks, Inc will provide the following services: **This is an all encompassing - turnkey proposal - that consists of both remote and on-site technology support, all for one price.** This pricing covers all day-to-day and long-term technology support. Please see page 5 of this proposal for details on support coverage.

System Infrastructure

- a) Provide maintenance on all servers and support on all backend infrastructure systems such as MDM systems, and backup systems.
- b) Provide support on phone hardware until escalation to an authorized reseller is required. TC Networks will facilitate all conversations with said reseller.
- c) Database integration services will be reviewed based on scope and requirements of the organization.
- d) Network systems administration including design, configuration, management, monitoring, repair and support pertaining to firewall, switching and wireless systems.
- e) TC Networks will provide initial application support and troubleshooting until it is determined that software vendor is needed.
- f) Oversee, or help create if needed, a technology backup and recovery processes based on the organization's disaster recovery initiatives. (For more details, please see following Cybersecurity section)

End User

- g) Support of organizational technology devices such as; digital display signage, television/projector, interactive whiteboards and most internet of things (IoT). Installation which includes power, audio visual and network cable runs are the responsibility of the organization and fall outside of the agreement.
- h) Support and deploy organizational owned computers, tablets, and peripheral hardware. Facilitate repair with 3rd party vendors as needed.
- i) Print management in regards to client and server connectivity. Repairs to printers and copiers are responsibility of the organization.

Organization

- j) Managing hardware warranty life cycles
- k) Will assist with hardware and software acquisition and specification.
- l) Assist with technology related RFP development.
- m) Work with organization employees to maintain inventory of company owned hardware and software

Management

- n) Technology related pricing, ordering, and vendor relations in collaboration with the organization.
- o) Represent the organization at meetings and conferences, upon request
- p) Assist the organization on ensuring the IT infrastructure requirements are inline with the company's technology objectives.

Cybersecurity - new for 2023 and beyond partnerships

- q) Help with the acquisition, specification and installation of hardware and software to ensure the organization meets Cybersecurity recommended standards
- r) Assist organization in creating a Cybersecurity Incident Response Plan. The Incident Response Plan will be an organizational living document.
- s) Assist the organization in setting up systems to be in compliance with insurance.
- t) Oversee backup and recovery processes based on the organization's disaster recovery plan to ensure data is protected in the event of a cyber attack.
- u) Provide network system administration, including recommendations, design, configuration, management, monitoring, and support for firewall, switching and wireless systems to secure the network.

Cybersecurity Notes and Assumptions: This Cybersecurity, Cyber Response Team, is a separate division from the TC Networks on-site technology team. TC Networks has formed a group of Cybersecurity engineers that respond to on-going incidents to minimize the external threat and create the logs for forensic analysis.

TERM:

This agreement shall commence on a date to be determined and shall continue for 365 days from start date - followed by 2 successive optional years.

- * TC Networks will reserve the right for a cost of living increase not to exceed 4% of the previous year's contract pricing.

COMPENSATION:

	2022-23	2023-24 (Optional)	2024-25 (Optional)
Annual Contract Cost	\$36,000.00	Previous year x cost of living increase not to exceed 4%	Previous year x cost of living increase not to exceed 4%
Monthly Payment	\$3,000.00	TBD	TBD

- I. 12 - Month Contract Pricing: \$36,000.00
- II. Payment will be due the first of the month in the amount of \$3,000.00.
- III. Acceptable payment methods: Bank Transfer (ACH), Check or Credit Card/P-Card*

* additional 2.5% will be applied (only applicable for Credit Card/P-Card payments)

INCLUDED IN YEARLY CONTRACT PRICING:

- i. **Zendesk** - Ticketing Agent at \$39.00 a month or \$468.00 per year.
- ii. **Atera** - Remote Monitoring, Management & Security Solution at \$1,100.00 per year

TERMINATION:

This Agreement may be terminated by either party at any time prior to the end of contract period by giving ninety (90) days written notice of termination. The City of Dodgeville will compensate TC Networks, Inc. for all services performed through the date of termination.

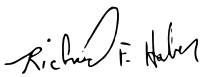
NON COMPETE OF SERVICES:

TC Networks, Inc. has vested many hours and resources into developing industry leading employees to represent the company. In order to provide stability to all our clients, TC Networks prohibits clients from offering direct or 3rd party employment to a TC Networks employee during the existing contract or for a period of up to 1-year (365 days) after the contract between the client and TC Networks, Inc. has been terminated by either party.

If a client directly hires a TC Networks, Inc. employee during the existing contract period or during the 365 day grace period, the client will be responsible to reimburse TC Networks, Inc. a non compete fee of up to 2x the annual contract cost. (annual contract cost x 2)

I HAVE READ THIS AGREEMENT AND CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS AGREEMENT ON BEHALF OF THE PARTY I REPRESENT AND I HEREBY BIND THE PARTY I REPRESENT TO THE TERMS OF THIS AGREEMENT.

Signature: _____
Print Name: _____
Title: _____
Company: CITY OF DODGEVILLE
Date: _____

Signature:  _____
Print Name: Rick Haber
Title: Sales Director
Company: TC NETWORKS, INC.
Date: 8/1/23

City of Dodgeville Technology Requirements per RFP.

TC Networks will provide the City of Dodgeville:

- 24 x 7 x 365 real time status monitoring and notifications to Municipality personnel of computers, servers, switches, wireless access points and firewalls for multiple City of Dodgeville locations.
- Support Office 365 Exchange and 2019.
- Software and firmware updates on all network hardware for the Dodgeville Municipality including Dodgeville Police, Fire and EMS departments.
- Technology certifications for Municipality network hardware.
- Superior network security through our Cybersecurity division.
- Multiple 24 x 7 x 365 methods of contact will be provided. Including direct email and phone numbers of networks engineers along with a support ticketing agent for **any and all** technology related incidents. The Helpdesk line will be a direct phone number to **designated/dedicated** network engineer who will be backed up by company President, Roger Tyson.
- Provide VPN and remote access support for all users.
- TC Networks will utilize technology software tools such as Atera to securely access the Municipality's network resources and remote users from any location outside the Municipality network.
- All TC Networks employees pass background checks. This is a critical component for us to work in so many school districts.
- TC Networks is open to any support ticketing system but is very familiar and experienced using Zendesk. Zendesk provides clear and easily defined data for open and closed tickets. Zendesk is as simple as emailing support@tcnetworks.com
- TC Networks invoices on the 1st of each month and provides net30 terms. There will be no additional fees associated with daily technology support nor fees for special projects. (Excludes structured cabling)
- TC Networks has a solid understanding of Dodgeville's network along with the Municipality's security camera network through our relationship with the City's Police Department.
- The City of Dodgeville will receive a dedicated - primary engineer who resides within 20-miles of Dodgeville. TC Networks has a number of technicians who also reside near Dodgeville for back-up or emergency support and who are all very familiar with remote support
- **Transition plan:** TC Networks will work with the current out-going technology provider to secure all pertinent passwords. We will quickly and efficiently lock out current provider while concurrently searching for any backroom holes in network. Once the network is secure, we will modify or create new methods of support channels built off of remote access. We will continue to monitor for network weaknesses while laying the groundwork for network stability, growth and expansion.