



March 23, 2022

Michael Avanzi
General Manager
Kaukauna Utilities
777 Island Street, P.O. Box 1777,
Kaukauna WI 54130-7077

Dear Michael:

Fortium Partners LP ("Fortium Partners," "we," or "us") is pleased that Kaukauna Utilities ("KU", the "Company," "you" or "your") desires to engage one or more of our Partners (the "Fortium Partner"), to provide professional services described below. This letter along with the terms and conditions attached as Exhibit A and any other exhibits or schedules attached hereto (collectively, the "Agreement") confirms our mutual understanding of the terms and conditions upon which we will make available to you our Partner.

We appreciate the time that you and Don spent with us to discuss the situation you are facing at Kaukauna Utilities (KU). We also appreciate your desire to formulate an effective and achievable IT technology roadmap, including capital expenditures that serve KU, the City of Kaukauna's ("City") services, and ultimately your constituents. Fortium is well suited to provide the leadership you desire to effectively evaluate your IT current state and then provide a set of directional recommendations under Fortium's "Rapid-Start" initiative. We outline below our understanding of your situation and objectives, and how we are prepared to approach this important effort.

Our Understanding of Your Current Situation

Kaukauna, since its incorporation in 1885, is proud of its heritage and quality of life. The City continues to grow and given its nickname of "The Electric City", KU has a unique responsibility for its future. Its continued 10+% decadal growth portends a bright future and continued strong residential/commercial growth.

KU needs to be prepared to support this growth including changes to market demand from such drivers as electric vehicles, increased leverage of internet connected devices and escalating expectations from predictive monitoring to real-time usage visibility from both residential and commercial customers. KU's technology delivery needs to be prepared to adapt to address these and future changes as your market evolves.

As the General Manager of KU, you have the responsibility of protecting and enhancing technology service levels provided to your clients and now, with the expansion of shared services across all City departments, ultimately the taxpayers. Since you have been with KU for only a short while, you have the unique, fresh perspective of your experience from other utility services of varying sizes, while also being a trusted leader and key member of the City leadership. There is more to be done than appears possible to complete in the near term and there is an abundance of needs clamoring for attention and jockeying for position on everyone's priority list.

Your Objective and Our Approach

You are currently searching for a technology path forward for KU and the City that leverages capabilities, responsibly manages costs, and protects your investment from the ever-increasing threat vectors baying at the door. In the recent past, IT has not been viewed positively due to operating in firefighting mode and the perceived lack of a collaborative partnership with City leadership, resulting in IT always playing catchup. There is no current plan or blueprint that KU and the City can follow regarding the future of technology delivery.

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You are seeking a snapshot review and assessment of KU and the City's IT department, technology and technology delivery which will provide a baseline for the development of a detailed roadmap to your desired future state while delivering immediate, tangible value consisting of:

- Current skills and gaps in the IT department
- KU/City's current technology utilization and maturity of delivery.

Based on this assessment we will also provide guidance on Priorities and Recommendations:

- Potential "quick hits" for immediate lower cost/higher impact results
- Directional recommendations for evolving the people, processes and technology to support current and future needs.

The Fortium Rapid-Start Assessment process will jump-start your roadmap initiative by clarifying challenges, identifying prospective opportunities and galvanizing key stakeholders with the potential that a detailed IT roadmap would provide in serving KU, the City departments and ultimately your citizens. These insights will provide the baseline for a technology roadmap that:

- Optimizes operations of KU & City departments and enabling minimalization of attendant additional costs
- Improves service delivery to key constituencies: elected officials, citizens, and City departments
- Builds a collaborative partnership with KU and City leadership.

We are uniquely qualified to provide this assistance because Fortium provides the depth and breadth of relevant practical experience coupled with public sector knowledge that will provide the velocity and real-world insight to identify and deliver your immediate and future technology requirements.

Fortium will provide the experienced project, operational, and technology leadership necessary to achieve your expected outcomes using our proven Rapid-Start approach. To facilitate this approach, we propose to execute the engagement in two Steps. Step 1 will be a detailed effort to objectively assess and document the current technology and technology delivery within KU and the City. Step 2 will document an understanding of the next steps including directional recommendations for the improvement of service delivery.

Fortium "Rapid-Start" Effort	KU/City Benefit
Step 1: Discovering, evaluating and documenting current technology staff, technology, and technology delivery within KU/City	Documented understanding of the current situation
♦ Preparatory Action: A Technology Advisory Group ("TAG") will be identified to act as a sounding board and provide project oversight	♦ Buy-in from 4-5 key stakeholders (may be drawn from KU leadership, some City, some commission/council)
♦ Interview existing staff	♦ An objective understanding of the human component of future technology delivery
♦ Review inventories of existing technology, including release levels	♦ Visibility of current technology landscape
♦ Focus groups will be held with all (or key) departments to discover and document user perspectives as to current service levels	♦ Thorough involvement of all stakeholders with an accurate articulation of issues
Step 2: Document an understanding of the next steps	Directional guidance
♦ Results of the discovery effort and resulting issues will be vetted and prioritized through the TAG	♦ Deliverable: A <i>Findings and Issues</i> document
♦ We will identify "quick hit" efforts that can be easily implemented at low cost and high impact	♦ Immediate technology improvements
♦ Directional recommendations will be vetted through the TAG	♦ A <i>Findings, Issues, Priorities, and Recommendations</i> document

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Timing, Staffing, and Fees

Curtis Matthes will be the Fortium Partner assigned to this engagement. He will be able to leverage the skills and experience of other partners in the firm. Curtis' bio and the bio of some other example partners he may consult are included in Exhibit B. Although our standard partner professional fee is \$2,500 per day, Fortium is offering KU a daily rate of \$1,800 for this engagement, invoiced electronically, twice monthly in arrears. The details of fees and expenses for this engagement are:


- ❖ As a commitment to your success and appreciation of your trust, for this "Rapid-Start" initiative **we will cap the engagement's total billing** (excluding travel expenses) **at \$10,000**. This assumes:
 - There are current inventories of existing hardware/software technology, including software services under contract, or that such inventories can be compiled by KU staff prior to the engagement.
 - Prescheduled availability of all interviewees, especially TAG and any final reporting body of representatives prior to the engagement
- ❖ Estimated Person-days are between 5-7 depending on availability/scheduling of interviewees and TAG
- ❖ Actual out-of-pocket travel expenses will be billed to KU as incurred. Fortium will comply with KU's travel expense policies.

Payments to Fortium Partners should be made in accordance with the instructions set forth on Exhibit A.

We understand that your current plan is to proceed with the process as quickly as possible. Should you desire to accelerate the launch of the effort, we could start the project within two weeks after authorization is received.

We appreciate the opportunity to serve you and believe this Agreement accurately reflects our mutual understanding. If the foregoing is in accordance with your understanding, please sign a copy of this Agreement on Pages 3 and 8 and return it to my attention.

Sincerely,

A handwritten signature in cursive script, appearing to read "Gail Holmberg".

Gail Holmberg

**Area Managing Partner, Limited Partner
Fortium Partners, LP**

Accepted and agreed:

Kaukauna Utilities

By: _____

Name: _____

Title: _____

Exhibit A

Terms and Conditions

1. **Relationship of the Parties** The parties agree that Fortium Partners will be serving the Company as an independent contractor for all purposes and not as an employee, agent, partner of, or joint venturer with the Company.

2. Payment Terms

1. **Currency.** Unless otherwise specified in this Agreement, all references to currency, monetary values and dollars set forth herein shall mean United States (U.S.) dollars and all payments hereunder shall be made in United States dollars (USD).
2. **Taxes.** Company shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Company hereunder; provided, that, in no event shall Company pay or be responsible for any taxes imposed on, or with respect to, Fortium Partners' income.
3. **Due Date.** The Company will pay all amounts owed to Fortium Partners in the currency stated above no later than ten (10) days after receipt of an invoice.
4. **Collection Costs.** Fortium Partners will be entitled to receive all reasonable costs and expenses incidental to the collection of overdue amounts under this agreement, including but not limited to reasonable and necessary attorneys' fees actually incurred.
5. **Overdue Charges.** Subject to the "Payment Disputes" section, if any invoiced amount is not received by Fortium Partners by the due date, then without limiting Fortium Partners' rights or remedies,
 1. Those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or
 2. We may condition future purchases of Professional Services on payment terms shorter than those specified in the "Due Date" Section.
6. **Suspension of Professional Services.** Subject to the "Payment Disputes" section, if any amount owing by Company under this or any other agreement for our Professional Services is 30 days or more overdue, We may, without limiting Fortium Partners' other rights and remedies, suspend Fortium Partners' performance of Professional Services until such amounts are paid in full.
7. **Payment Disputes.** We will not exercise Fortium Partners' rights under the "Overdue Charges" or "Suspension of Professional Services" sections above if Company is disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.
8. **ACH/Wire Instructions.** Please use the following ACH or Wire instructions for Payment of Fortium Fees:

Bank Name: JP Morgan Chase Bank, N.A.
Account Name: Fortium Partners, L.P.
Account Number: 598113103
Routing Number: 111000614
SWIFT Code: CHASUS33
Branch Address: 4004 Legacy Dr, Plano, TX 75024

- i. **Mailing Address.** Please use the following mailing address for Payment of Fortium Fees if ACH is not available:

Fortium Partners, LP
PO Box 733128
Dallas, TX 75373-3128

3. Termination

a. Effective upon thirty (30) days advance written notice, either party may terminate this agreement, such termination to be effective on the date specified in the notice, provided that such date is no earlier than thirty (30) days after the date of delivery of the notice. Fortium Partners will continue to render services and will be paid during such notice period.

b. Either party retains the right to terminate this agreement immediately if (1) the other party is engaged in, or asks the other party to engage in, or to ignore any illegal or unethical activity, (2) the Fortium Partner dies or is permanently disabled, or (3) the Fortium Partner ceases to be a Partner of Fortium Partners for any other reason. If the Fortium Partner(s) named above leave the Fortium organization or become unavailable to serve, Fortium will propose an alternate resource having at least equivalent experience and qualifications. Company shall have the right to review and approve such replacement resource(s) or terminate this Agreement. For purposes of this Agreement, permanent disability will be as defined by the applicable policy of disability insurance or, in the absence of such insurance, by Fortium Partners' management committee acting in good faith.

c. If a party commits a breach of this Agreement, other than for the reasons described in this "Termination" section and fails to cure the same within ten (10) business days following delivery by the non-breaching party of written notice specifying the nature of the breach, the non-breaching party may terminate this Agreement effective upon written notice of such termination.

d. The expiration or termination of this Agreement will not destroy or diminish the binding force and effect of any of the provisions of this Agreement that expressly, or by reasonable implication, come into or continue in effect on or after such expiration or termination, including, without limitation, provisions relating to payment of fees and expenses (including witness fees and expenses), hiring our Partner, governing law, arbitration, limitation of liability, and indemnity.

4. Insurance. If the Company has a current Directors and Officers Insurance Policy, and the Partner supporting the Company is acting as an outsourced officer of the Company, then the Company will provide Fortium Partners with written evidence that the Company maintains directors' and officers' insurance in an amount reasonably acceptable to Fortium Partners at no additional cost to Fortium Partners. The Company will always maintain such insurance while the Company maintains said insurance for its existing directors and officers and agrees to maintain such insurance coverage with respect to occurrences arising during the term of this agreement for at least three years following the termination or expiration of this agreement or will purchase a directors' and officers' extended reporting period, or "tail," policy to cover the Fortium Partner.

5. Hiring a Fortium Partner Outside of a Fortium Partners Placement Fee Agreement. At any time during which one or more Fortium Partners, whether Partner, Employee, or Subcontractor of Fortium Partners, are providing Services to the Company and for a period of 12-months thereafter, other than in connection with (a) the Fortium Partner's partnership/employment/subcontracting relationship being terminated by Fortium Partners or (b) a Placement Fee or other Fortium Partners agreement between the Company and Fortium Partners, the Company or any of its subsidiaries or affiliates may not employ such Fortium Partner, or engage such Fortium Partner as an independent contractor, to render services of substantially the same nature as those for which Fortium Partners is making the Fortium Partner available pursuant to this Agreement. The parties agree that a breach by the Company of this provision would result in the loss to Fortium Partners of the Partner's valuable expertise and revenue potential and that such injury will be impossible or very difficult to ascertain. Therefore, if this provision is breached, Fortium Partners will be entitled to receive as liquidated damages an amount equal to forty-five percent (45%) of the Fortium Partner's Annualized Compensation (as defined below), which amount the parties agree is reasonably proportionate to the probable loss to Fortium Partners and is not intended as a penalty. If, however, a court or arbitrator, as applicable, determines that liquidated damages are not appropriate for such breach, Fortium Partners will have the right to seek actual damages up to forty-five percent (45%) of the Employee's Annualized Compensation. The amount will be due and payable to Fortium Partners upon the Fortium Partner's employment or engagement with the Company (or its subsidiary or affiliate). "Annualized Compensation" is defined as salary, incentive, signing and other bonuses, equity compensation, and any other compensation that may be earned by the Fortium Partner during the first 12 months of service with the Company (or its subsidiary or affiliate) regardless of when or if such compensation is actually paid. If the compensation offered to the Fortium Partner is unknown or undisclosed, "Annualized Compensation" will be defined as the most recent hourly rate multiplied by 2080 hours.

6. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

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Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

a. **Limited Warranty.** Fortium Partners warrants that the Professional Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of the warranty described in this "Warranty" section, the Company's exclusive remedy and Fortium Partners' entire liability will be the re-performance of the applicable Professional Services. If Fortium Partners' is unable to re-perform the Professional Services as warranted, Company will be entitled to recover the Professional Services fees paid to Fortium Partners for the deficient Professional Services. Company must make any claim under the foregoing warranty to Fortium Partners in writing within thirty (30) days of performance of such Professional Services in order to receive warranty remedies.

b. **Disclaimer.** THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7. LIMITATION OF LIABILITY

Limitation of Liability. IN NO EVENT SHALL FORTIUM PARTNERS' AGGREGATE LIABILITY TOGETHER WITH ITS AFFILIATES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY RELATED STATEMENT OF WORK, EXCEED THE TOTAL AMOUNT OF FEES PAID BY THE COMPANY AND ITS AFFILIATES UNDER THE APPLICABLE STATEMENT OF WORK OR ORDER FORM OUT OF WHICH THE LIABILITY AROSE HEREUNDER, DURING THE TWO (2) MONTH PERIOD IMMEDIATELY PRIOR TO SUCH LOSS EVENT. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

a. **Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY RELATED STATEMENT OF WORK, FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL COVER, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT, AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

8. Governing Law, Arbitration, and Witness Fees.

This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of laws provisions. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby shall be instituted in the state and federal courts of the State of Texas located in Collin County, Texas, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

a. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be resolved through negotiation, the Parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. If the parties are unable to resolve any dispute arising out of or in connection with this Agreement after said mediation, the parties agree and stipulate that any such disputes will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The arbitration will be conducted in the Dallas, Texas office of the AAA by a single arbitrator selected by the parties according to the rules of the AAA, and the decision of the arbitrator will be final and binding on both parties. If the parties fail to agree on the selection of the arbitrator within 30 days after either party's request for arbitration under this Section, the arbitrator will be chosen by the AAA. The arbitrator may in his or her discretion order documentary discovery but will not allow depositions without a showing of compelling need. The arbitrator will render his or her decision within 90 days after the call for arbitration. Judgment on the award of the arbitrator may be entered in and enforced by any court of competent jurisdiction. The arbitrator will have no authority to award damages in excess or in contravention of this Agreement and may not amend or disregard any provision of this Agreement, including this Section. Notwithstanding the foregoing, either party may seek appropriate injunctive relief from any court of competent jurisdiction, and Fortium Partners may pursue payment of undisputed amounts from the Company through any court of competent jurisdiction.

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b. If any Partner or employee of Fortium Partners (including, without limitation, our Partner to the extent not otherwise entitled in his or her capacity as engaged with the Company) is requested or authorized by the Company or is required by government regulation, subpoena, or other legal process to produce documents or appear as witnesses in connection with any action, suit or other proceeding initiated by a third party against the Company or by the Company against a third party, the Company will, so long as Fortium Partners is not a party to the proceeding in which the information is sought, reimburse Fortium Partners for its Partner's or employee's professional time (based on customary rates) and expenses, as well as the fees and expenses of its counsel (including the allocable cost of in-house counsel), incurred in responding to such requests.

9. **Confidentiality.** From time to time during the term of this Agreement, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party"), non-public proprietary and confidential information of Disclosing Party that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed and within 5 days thereafter, is summarized in writing and confirmed as confidential ("Confidential Information"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this section; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy.

If the Parties executed a non-disclosure agreement in anticipation of this Agreement, that non-disclosure agreement is terminated, and the Parties agree that any Confidential Information exchanged under that non-disclosure agreement shall remain confidential pursuant to this Section of this Agreement.

10. **Miscellaneous.**

a. This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof and supersedes any and all agreements, whether oral or written, between the parties with respect to its subject matter. No amendment or modification to this Agreement will be valid unless in writing and signed by both parties.

b. If any portion of this Agreement is found to be invalid or unenforceable, such provision will be deemed severable from the remainder of this Agreement and will not cause the invalidity or unenforceability of the remainder of this Agreement, except to the extent that the severed provision deprives either party of a substantial portion of its bargain.

c. This Agreement benefits solely the Parties to this Agreement and their respective successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

d. Neither the Company nor Fortium Partners will be deemed to have waived any rights or remedies accruing under this Agreement unless such waiver is in writing and signed by the party electing to waive the right or remedy. The waiver by any party of a breach or violation of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach of such provision or any other provision of this Agreement.

e. Neither party will be liable for any delay or failure to perform under this Agreement (other than with respect to payment obligations) to the extent such delay or failure is a result of an act of God, war, earthquake, civil disobedience, terrorist attack, court order, order from a government authority, labor dispute, or other cause beyond such party's reasonable control.

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f. Neither party may assign its rights or obligations under this Agreement without the express written consent of the other party. Nothing in this Agreement will confer any rights upon any person or entity other than the parties hereto and their respective successors and permitted assigns and our Partner.

g. The Company agrees to reimburse Fortium Partners for all costs and expenses incurred by Fortium Partners in enforcing collection of any monies due under this Agreement, including, without limitation, reasonable and necessary attorneys' fees.

h. The Company agrees to allow Fortium Partners to use the Company's logo and name on Fortium Partners' website and other marketing materials for the sole purpose of identifying the Company as a client of Fortium Partners. Fortium Partners will not use the Company's logo or name in any press release or general circulation advertisement without the Company's prior written consent.

i. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Fortium Partners, LP

By:

Name:

Title:

Date:

Kaukauna Utilities

By:

Name:

Title:

Date:

Exhibit B

Fortium Bios

Fortium Partners bring a unique value of leveraging our full suite of partners, currently comprised of over 125 experienced CIOs, CTOs, CISOs, to augment your engagement partner thus ensuring the widest possible level of expertise is applied to your unique challenges.

Curtis Matthes

Curtis Matthes, a CIO Partner in the Midwest North Region of Fortium, LLP brings a wide breadth of experience with strengths in healthcare, public, and e-commerce, helping companies execute the foundation for today's business while building for tomorrow's opportunities. Curtis has served as CIO for several healthcare providers, retail organizations, and city governments. He has combined his strategic guidance and operational delivery to transform IT services by substantively improving efficiencies and eliminating technology barriers through focusing on the human side of IT.

Mr. Matthes' passion for collaboration inspired him to create and lead the only state-wide Oklahoma CIO forum of over 100 members for over 20 years, being awarded the first *Lifetime Achievement Award for selfless dedication to the community of IT Professionals of Oklahoma* in 2016. His depth of experience has led him to speak to organizations such as the Oklahoma Governor's State CIO task force and nationally at Sun Microsystems on business breakaway strategies to CxOs. Prior to moving to Oklahoma, Mr. Matthes lead the \$27 million implementation of the world's largest Fingerprint Identification System for New York State's Criminal Justice Service.

Mr. Matthes continues to provide community service through years of leadership with Boy Scouts of America, as a board member of Goodwill Industries. He holds a Masters of Business Administration with honors and a number one ranking in his class from the University of Central Oklahoma and a Bachelor of Electrical Engineering Technology from DeVry Institute of Technology. He lives in Madison, Wisconsin

Ron Sorozan

Ron Sorozan is a Partner in Fortium Partners South Central region. He is a hands-on global business, technology, and security leader who is highly experienced in modern CXO delivery. He leads as a change agent who introduces rapid improvements to maximize technology effectiveness, spark innovation, and increase the value of business partnerships. He designs technology strategies with strong tactical business, engineering, and operational foundations. He has a wealth of knowledge gained while successfully serving in diverse technology leadership roles within manufacturing, distribution, retail, supply chain & logistics, transportation, utilities, energy, non-profits, and government sectors.

A proven CIO, CTO, CDO, and CISO, Ron develops technology and security strategy based upon business objectives and solid risk management practices. Ron is a natural consensus-builder who elevates problems for evaluation followed by quick action and resolution. Ron drives results, change agent transformations, collaboration, inclusion, diversity, and value in technology improvements drawing on 20+ years of hands-on experience.

Ron graduated with a Bachelor of Arts from Gettysburg College and earned a Master of Business Administration from Drexel University Lebow School of Business. He holds active certifications as a Project Management Professional (PMP) and in Information Security Management (CISM). Ron is a dual citizen of the US and Canada.

Anna Sherony

Anna Sherony is a Partner in Fortium Partners Midwest Region, where she primarily serves the financial services, insurance, health care, and pharmaceuticals sectors. A cybersecurity and privacy expert, Anna has more than a decade of experience as a Chief Information Security Officer, IT strategist, business consultant, and systems implementer at large institutions. Anna is highly skilled in designing internal controls and risk

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management policies to provide a defensive solution with minimal-to-no impact on business operations. Anna has worked with large institutions, middle-market companies, and nonprofits as a fractional CISO, project manager, and strategic advisor. She has been charged to select monitoring, detection, and response (MDR) vendors and then drive implementation. Anna has also created tabletop exercises for the pandemic, civil unrest, ransomware, systems unavailable environments, among many scenarios. She has communicated with clients on incident readiness, ransomware attacks, audit issues, and other sensitive situations.

Anna has a strong commitment to community leadership and pro bono service. She is co-founder of Wounded Heroes Foundation, a nonprofit which supports men and women injured in military service.