

CITY OF KOTZEBUE

RESOLUTION NO. 26-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE A THREE-YEAR AGREEMENT WITH ALASKA COMMUNICATIONS SERVICES (“ACS”) FOR CONSTANTLYON IT (“COIT”) MANAGED SERVICES IN THE AMOUNT OF FOUR THOUSAND, FOUR HUNDRED AND TWENTY-FIVE DOLLARS AND NO CENTS (\$4,425.00) PER MONTH FOR THIRTY-SIX MONTHS.

WHEREAS, the current COIT Managed Services Agreement with ACS expires March 18, 2026 and the City needs these continuing services from ACS;

WHEREAS, ACS has proposed a 36-month COIT Managed Services Agreement on the terms and conditions as set forth in Exhibit “A” attached hereto and incorporated by reference herein in the monthly amount of \$4,425; and,

WHEREAS, the City Manager has reviewed this proposed COIT Managed Services Agreement with ACS and requests approval of this Resolution.

PASSED AND APPROVED by a duly constituted quorum of the City Council of the City of Kotzebue, Alaska, this 5th day of March, 2026.

CITY OF KOTZEBUE

Saima Chase
Mayor

[SEAL]

ATTEST:

Donald Jones
City Clerk

Attachments:

- **Exhibit “A”:** 3YR ACS COIT Agreement [15 pages]

Contract Type

- New Amendment / Order to Contract ID # Renewal, Effective Date
 Co-terminus with Existing Agreement, Date

Business/ Customer Information

Business Name: City of Kotzebue
 Billing Address Line 1: 258A Third Ave
 Billing Address Line 2: _____
 City/State/Zip: Kotzebue, AK 99752
 Order Contact: Ron Johnson
 Contact Email: rjohnson@kotzebue.org

Account Number: _____
 Service Street Address*: Same
 Service Address – Line 2: _____
 Service City/State/Zip*: _____
 Contact Phone Number: 907-412-2249
 *If different from Billing Address: _____

Scope of Services

Inside wiring: Yes

Products and Services	Service Descriptions Attachments	Exhibits
ConstantlyOn IT	ConstantlyOn IT	Exhibit 1: Solution Description Exhibit 2: Service Pricing

Cost are incremental to any existing services:

Term 3 year. Monthly Recurring Charges: \$4,425.00 Initial Non-Recurring Charges: \$0.00

Letter of Authorization (For Local and Long Distance Carrier Changes)

I desire to change the Services marked below to Alaska Communications for the numbers listed on the Service Order. I authorize orders to be placed for me on my behalf by Alaska Communications.

Local Telephone Service In-State Long Distance Out-of-State Long Distance

I agree that Alaska Communications may provide Customer Proprietary Network Information detail to me at my request, without prior password authentication, based on the methods specified in the Privacy section of the ACSA.

Yes! I would like to receive information on Alaska Communications’ products, promotions, and services.

Yes! I would like to receive information from Alaska Communications’ contractual affiliates on products, promotions, and services.

I acknowledge that I have read and understand the ACSA and all applicable exhibits and attachments, including the pricing applicable to all Services I have chosen.

I AGREE TO THE ALASKA COMMUNICATIONS TERMS AND CONDITIONS AT ALASKACOMMUNICATIONS.COM/BUSINESSTERMSANDCONDITIONS AS THEY MAY BE AMENDED.

I am an individual that directly or indirectly owns 20% or more of the business and I AGREE TO BE JOINTLY RESPONSIBLE FOR THE BUSINESS’S PERFORMANCE UNDER THIS AGREEMENT.

I am authorized to sign this ACSA and agree to be bound by it. I UNDERSTAND AND AGREE THAT EARLY TERMINATION MAY RESULT IN EARLY

Service Details

City of Kotzebue - COIT Renewal

Attachments:
Exhibit 1 & 2
Quote # 34381

CHANGES TO TERMS AND CONDITIONS, SERVICE DESCRIPTIONS, EXHIBITS, AND/OR THIS FORM MUST BE ENTERED BELOW AND REQUIRE LEGAL DEPARTMENT APPROVAL. INITIALS OF LEGAL REVIEWER ____ DATE ____

Customer

Alaska Communications

Signature: _____

Signature: _____

Name: _____

Name: _____

Business Name: City of Kotzebue

Business Name: Alaska Communications

Date: _____

Date: _____

We have prepared a quote for you

City of Kotzebue - COIT Renewal

Quote # 034381 Version 1




alaska
COMMUNICATIONS®

Prepared for:
City of Kotzebue
Ron Johnson
rjohnson@kotzebue.org

Prepared by:
Dylan McDonald
Dylan.McDonald@acsalaska.com

Presented by:
Stacey Simpson
Stacey.Simpson@acsalaska.com

Exhibit "A" to Resolution 26-11 for RCCM March 5, 2026


 Statement of Work

The following quote is being provided to the City of Kotzebue to facilitate renewal of the Cities Managed IT Services provided by Alaska Communications. The cities current agreement is set to expire 3/18/2026. Pricing is established based on users - Validation of current user count was conducted with the City of Kotzebue Account Point of Contact (POC) to adjust for current users. The following renewal and delivery of services will be delivered in accordance with the attached Alaska communications Services Description and Terms and Conditions.

Agreement

Description	Qty	Recurring
ConstantlyOn IT Managed Services Agreement 80 - 100 Users	59	\$75.00
Monthly - 36 Subtotal:		\$4,425.00

City of Kotzebue - COIT Renewal

Prepared by:

Alaska Communications Services, Inc.

Dylan McDonald
 (907) 564-7324
 Fax (907) 375-1188
 Dylan.McDonald@acsalaska.com

Prepared for:

City of Kotzebue

258A Third Avenue
 Kotzebue, AK 99752
 Ron Johnson
 (907) 412-2249
 rjohnson@kotzebue.org

Quote Information:

Quote #: 034381

Version: 1
 Delivery Date: 02/13/2026
 Expiration Date: 03/07/2026

Monthly - 36 Expenses Summary

Description	Amount
Agreement	\$4,425.00
Monthly - 36 Total:	\$4,425.00

Alaska Communications generates billing and/or recognizes revenue for work performed on a monthly basis. This may consist of material delivered and accepted by the customer for storage at the customers location or if agreed upon at an Alaska Communications facility, non-tangible software licenses or subscriptions, and professional services performed to date. Purchase orders under this quote are subject to Alaska Communications' Terms and Conditions at www.alaskacommunications.com/businessstermsandconditions . This quote expressly limits acceptance to the terms herein

Alaska Communications Services, Inc.

City of Kotzebue

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: Ron Johnson

Date: _____

Service Description

ConstantlyOn IT

Attachment to Alaska Communications Services Agreement

1. ConstantlyOn IT Service

A. The Services

The Services include Network Monitoring, Vendor Management, Remote Help Desk support, and Proactive Support as described below. Regular business hours are 7:00 AM through 6:00 PM Alaska Time, Monday through Friday, excluding Alaska and federal holidays observed by Alaska Communications. Services are provided for the locations and number of covered users specified in the Alaska Communications Services Agreement (ACSA). If Customer's network structure or equipment use is beyond that normally encountered for the number of users covered, Alaska Communications reserves the right to upwardly adjust the Monthly Recurring Charge (MRC).

- a) Network Monitoring. Alaska Communications will monitor the customers' local area network(s) identified in the ACSA. Only those devices that can be monitored via WMI/SNMP will be included. Should that monitoring expose any problems, Alaska Communications will endeavor to promptly address them remotely within regular business hours.
- b) Vendor Management. On behalf of Customer, Alaska Communications will serve as point of contact for Information Technology vendors, that customer has ongoing contracts with, for covered systems under the ACSA. Alaska Communications will track vendor work order requests and regularly update the Customer on progress. Customer understands the resolution time needed for issues requiring vendor assistance cannot be controlled by Alaska Communications, Alaska Communications serves only as the local assistance for the vendor. Any effort with vendor outside of regular business hours are in addition to the MRC agreed upon in the ACSA. Additionally, extended troubleshooting activities with vendor and work not directly related to problem resolution such as assisting vendor in configuring and using remote access capability or the acquisition, installation and configuration costs of any tools, software, or hardware, may be in addition to the MRC agreed upon in the ACSA.
- c) Remote Help Desk. Alaska Communications will provide Information Technology support for hardware, systems, and Microsoft operating systems covered by the ACSA. Alaska Communications will provide help desk services for end user support questions, and where possible, troubleshoot hardware & software, through remote means.
- d) Proactive Support. Alaska Communications will provide proactive support, such as monitoring backup jobs for completion status, monitoring anti-virus software for issues, and proactive maintenance on covered system such as deploying required feature packs, hot fixes, firmware updates, anti-virus software database updates, etc. Software upgrades are not considered proactive.
- e) Incident and Service Requests. Any need for assistance will be initiated by a covered user by creation of a "Trouble Ticket" to be delivered to Alaska Communications as follows: (i) sent by email to the Remote Help Desk; or (ii) communicated by telephone. Customer may also choose to have a single representative in Customer's organization forward all covered end-user assistance requests to Alaska Communications by the methods listed above. Tickets will be assigned tracking numbers and Alaska Communications will respond to Service Requests in the order received, or if an Incident,

based on the severity of the Incident. See Annex A “Response Times” table for reference on the service’s expected response times based on ticket type and severity.

- f) Onsite Service Call. On occasion, a customer may request an onsite visit for a service call that cannot be easily resolved remotely. Customer and Alaska Communications will determine together if the onsite visit is necessary, and if so, a clear statement of work in the form of a service ticket will be created. Once onsite, the Alaska Communications technician assigned to the service ticket will perform the tasks in the service ticket only. Onsite visits are restricted to the customer business locations that are included in the ACSA. Alaska Communications reserves the right to dispatch technicians to solve any trouble ticket or service request.
- g) Onsite Service Call – No Trouble Found. In the event that Alaska Communications furnishes a technician onsite, in response to Customer’s service request, and Customer is not able to identify or reproduce the problem at issue, the Customer agrees to pay Alaska Communications for its services at Alaska Communications’ standard labor rates at the time of the service.
- h) Hardware, Systems, and Microsoft Operating System Software Support. Throughout the entire term of the ACSA, all software supported must be genuine, fully and properly licensed, and vendor supported. Any hardware, system, or software failing to meet the above conditions will not be supported under Services described in this document and, if Alaska Communications determines that the failure substantially impairs its ability to provide services hereunder, Alaska Communications may terminate the ACSA immediately. Alaska Communications acknowledges that in certain rare cases hardware, systems, and operating systems not under warranty or support must remain in use based on vendor and/or business requirements. In those cases, any support provided by Alaska Communications will not be subject to the Response and Resolution Times targets in Annex A. Any additional costs associated with this support will be in addition to the MRC agreed to in the ACSA.
- i) Breach, Viruses and Infection Remediation Efforts. Although it is impossible to prevent all security incidents, good security practices can reduce the likelihood of an incident and its severity. Alaska Communications may suggest security steps a customer may take to reduce this likelihood. It is strongly recommended to consider these suggestions as Alaska Communications provides no included breach or virus infection remediation with this service, rather the focus is on prevention. In the event of a breach or virus infection, Alaska Communications may, at its discretion, provide some modest recovery efforts up to 1 times MRC for ConstantlyOn IT services covered by the ACSA, such as restoring lost files from a known good back up, but in no case will in-depth recovery and/or forensics be included in the monthly recurring charge.

B. Conditions to Provision ConstantlyOn IT Services

Customer will ensure that its network, systems, and hardware meet the conditions outlines in Section 1 A (h) above and additionally comply with each of the following requirements:

- a) Customer-provided anti-virus products (used in lieu of the standard Alaska Communications included product in this Service) must be a currently licensed, updated and vendor-supported server-based antivirus solution protecting all servers, desktops, notebook/laptops, and email.
- b) Customer's environment must have a currently licensed, vendor-supported server-based, cloud based, or dedicated appliance-based backup solution that can be monitored and sends notifications regarding job failures and successes. The selection of data to be backed up, retention requirements and recovery time objectives will be determined by a customer-defined selection list created with the assistance of Alaska Communications.
- c) Customer's environment must have a licensed, vendor-supported, enterprise class firewall between the internal network and the internet. As each business may have its own unique inbound/outbound security requirements, Alaska Communications expects the customer to participate in the definition of the firewall security policies applied. Alaska Communications' role is to advise only, to assist in applying the defined policies to the firewall, and to assist in revising those policies as customer needs require.
- d) Customer should have a static IP address assigned to the Internet facing interface on the firewall to permit or allow Virtual Private Network (VPN) access for required remote support capability; This is recommended for each client location. Without this static IP address, Alaska Communications ability to perform remote support is severely impacted and Alaska Communications would not expect to be able to achieve the resolution times detailed in Annex A.
- e) The physical environment where Customer's servers and/or networking hardware are installed should be compatible with the manufacturer's recommendations for proper ventilation, cooling, and power. In addition, proper earthquake and flood damage mitigation mechanisms should be in place. The environment must also provide ConstantlyOn IT staff the ability to work uninhibited by space restrictions.
- f) Customer must provide administrative access to all systems requiring support covered by the ACSA, whether it is an on-premise system, or in the cloud. In cases where this administrative access requires an account that may require costs to acquire, the customer is responsible for those costs.
- g) Customer will notify Alaska Communications of all instances and locations containing Personal Healthcare Information ("PHI"), electronic Personal Healthcare Information ("ePHI"), Payment Card Industry Data Security Standard information ("PCI-DSS"), Personally-Identifiable Information ("PII") and any other protected information. This information is used by Alaska Communications solely to determine where data may be subject to increased security scrutiny and protection.

It is recommended that the customer maintain at least one spare PC, either desktop or laptop or both. If a covered employee has a complete PC failure, without a spare, the time to return that person to full working order will be dictated by the speed at which a replacement can be acquired, a length of time Alaska Communications has no control over.

C. Exclusions from ConstantlyOn IT Services

The Services provided by Alaska Communications to Customer do not include:

- a) After the start of the service, any equipment, hardware, parts, and software not disclosed to Alaska Communications during the onboarding process.
- b) The costs to acquire, configure and install new or replacement equipment, hardware or parts, licensing or software and any associated delivery or shipping charges of any kind.
- c) The costs to acquire technology vendor support contracts or warranties to support customer equipment and software.
- d) Equipment, hardware, parts, and software not covered by any vendor or manufacturer warranties or support agreement.
- e) Wiping, re-imaging and rebuilding of existing PCs for redistribution. This is considered a new or replacement PC under the terms of the ACSA and costs to complete will be in addition to the MRC agreed to in the ACSA.
- f) Any hardware, software, or systems whose intended purpose is for in home use.
- g) Any hardware, software, or systems whose failure or defect was caused by improper use.
- h) All service repairs made necessary by the alteration or modification of equipment, other than that authorized by Alaska Communications, including alterations, software installations or modifications of equipment made by Customer's employees or anyone other than Alaska Communications.
- i) All maintenance of applications software packages, whether acquired from Alaska Communications or any other source.
- j) All programming (modification of software code) and program (software) maintenance, unless already covered.
- k) Training of any kind.
- l) If a customer is asked to perform an audit or self-audit on regulation compliance, Alaska Communications will assist where possible solely by providing information on covered systems under the ACSA as it relates to Information Technology. Alaska Communications will not provide data on compliance in other areas such as but not limited to, policies or employee training. Additionally, the cost associated with Alaska Communications assisting in this effort will be in addition to the MRC.
- m) Vendor management does not include network design or vendor selection, although vendor selection consultation services may be available for services and equipment that are not subsidized by federal universal services programs.

Service Description

ConstantlyOn IT

D. Additional Covered Users and/or Business Locations

If Customer wishes to add additional covered users and/or physical business locations to those currently covered under the current ACSA, Alaska Communications must be notified of the additions and obtain Alaska Communications' prior written consent. Any addition of covered users and/or business locations not originally included in the current ACSA will require an adjustment to Customer's MRC for ConstantlyOn IT services. Once per year, Alaska Communications and customer will perform a true up to determine if any users or locations currently supported, or needing support, are not currently identified as covered by the current ACSA. Any additions may result in an adjustment to Customer's MRC for ConstantlyOn IT services covered by the ACSA. Any changes will be captured in an Addendum document to the ACSA currently in force.

Annex A

Support Tiers and Response/Resolution Times

Alaska Communications Support Tiers are as follows:

Support Tier	Description
Tier 1 Support	All support incidents begin in Tier 1, where the initial trouble ticket is created, the issue is identified, and clearly documented, and basic hardware/software troubleshooting is initiated.
Tier 2 Support	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced Engineers.
Tier 3 Support	Support incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3 rd Party (Vendor) Support Engineers to resolve the most complex issues.

Alaska Communications target response and resolution times, during regular business hours, for each priority level are as follows:

Trouble	Priority	Response time	Resolution time*
Service not available (All users affected, functions, and systems unavailable causing significant business impact).	1	Within 1 Hour	Reasonable efforts to resolve within 2 hours
Significant degradation of service (large number of users or business critical functions affected, able to work with exceptions).	2	Within 2 Hours	Reasonable efforts to resolve within 4 hours
Small service degradation (Business process can continue with effort, one or a few users affected).	3	Within 4 Hours	Reasonable efforts to resolve within 16 hours
Service Requests (typical service requests include asks from a user for information, advice, a standard change, or access to a service).	4	Within 8 Hours	Resolution times vary as they are based on the nature of the request and amount of effort to resolve.

*Resolution times do not include time waiting for assistance from vendors on affected systems and/or responses for additional information or problem testing by customer that may be required by Alaska Communications.

Annex B

Service Rates

Labor	Rate	<p>*All times noted are Alaska Standard Time and exclude the observance of the following holidays: New Year's Day Memorial Day Independence Day Labor Day Thanksgiving Friday after Thanksgiving Christmas</p> <p>**One hour minimum, thereafter, Service is billed in 30-minute increments.</p>
Remote Management/Help Desk 7am-6pm M-F*	INCLUDED	
Ongoing Network Alerting (active response is limited to 7am-6pm M-F*)	INCLUDED	
Onsite ConstantlyOn IT Labor (Only for hardware and software issues affecting properly supported and warranted systems. 8am-5pm M-F*)	INCLUDED	
No Trouble Found Fee**	\$150/hr.	
Afterhours Support**	\$225/hr.	
Non ConstantlyOn IT Service and Project Labor	\$150/hr	
Travel Labor (Any potential required travel labor will be determined based on location of service)	\$75/hr.	

Annex C

Deployment Schedule

This exhibit is intended to be a brief overview of a typical deployment schedule for implementation of the services defined within this contract and is to be further defined and negotiated by both parties AFTER contract execution.

Task	Responsible Party
Alaska Communications receives Contract	Alaska Communications and Customer
Customer can utilize Alaska Communications IT services until the on-boarding process is finalized at our standard rates. Services provided before onboarding is complete could be limited in our abilities to provide support as defined in this document, as all service requirements are not in place.	Customer
Information Technology Assessment Starts	Alaska Communications Engineer
Information Technology Assessment Completion	Alaska Communications Engineer
Internal (peer-peer) Alaska Communications meeting to review Information Technology Assessment	Alaska Communications Engineer and Staff
Alaska Communications meeting with Customer to introduce Technical Account Manager (TAM) and review of Information Technology Assessment to include identification of items of a critical nature and remediation recommendations	Alaska Communications Staff and Customer
Alaska Communications finalized on-boarding activities	Alaska Communications Engineer
Customer signs Letter of Authorizations (LOAs) for Vendor Management and provides authorized employee list for billable service requestor and provides employee directory & priority employee listing	Customer
Full ConstantlyOn IT support starts	Alaska Communications and Customer

Annex D

Covered Features

This exhibit is intended to be a reference of included and excluded support features of ConstantlyOn IT. This list is for reference only and is not to be considered an absolute representation of all covered or excluded features.

Feature	Detail	Included	Excluded
Remote Support		X	
Technical Account Manager		X	
Compute Support	Desktops	X	
	Laptops	X	
	PC Peripherals	X	
	Printers/Scanners	X	
	Physical Servers	X	
	Virtualized Servers	X	
	Storage Arrays	X	
Proactive Maintenance	Service/Feature Packs	X	
	Hot Fixes/Patching	X	
	Firmware Updates	X	
Networking	Wired/Wireless Routers/Access Points	X	
	Hotspots/Guest Wireless		X
	Network Printing	X	
	Switches	X	
	Firewalls	X	
	Managed Routers	X	
Anti-Virus/Malware Mitigation	Anti-Virus Software Provided	X	
	Proactive AV Software Updating	X	
	Modest Reactive Virus/Malware removal – See Section 1 A (i) for details	X	
	Large Scale Incident Recovery/Forensics		X
Data Backup Systems Support	Monitoring Backup Process	X	
	Perform Simple File Restore Operations*	X	
	Disaster Recovery Assistance		X
Miscellaneous Equipment	Tablets and Mobile Devices		X
	Business Audio-Visual Equipment		X
	Point of Sales Equipment/Systems		X
	Telephone Equipment/Systems		X
Email Client Support	Current Vendor Supported Clients	X	
Email Server Support	Microsoft Exchange	X	
	Microsoft 365	X	
Internet Tools	Social Media Applications		X
	Web Browsers	X	

*Simple File restores are defined as file/folder data that can easily be restored via the in-place backup system using the data in the backup selection list. Complete disaster recovery or the need to recover an entire system just to recover a simple file/folder are excluded.

Covered Features - Continued

Feature	Detail	Included	Excluded
Operating System Support**	Windows Desktop Operating Systems	X	
	Microsoft Server Operating Systems	X	
Microsoft 365 Tenant/Administration Support***		X	
Microsoft Azure Tenant/Administration Support***		X	
Non-Microsoft Cloud Based Applications Administration Support***		X	
Server Based Application Support (e.g., SQL, IIS)		X	
Other Apps e.g., Adobe			X

**Support is restricted to Operating Systems supported by Microsoft

***Administration of cloud-based services include routine tasks such as adding new users, helping with passwords, assigning application licenses, etc. Advanced administration such as configuring and maintain SharePoint are excluded.