Powell

— OHIO —

RESOLUTION 2023-37

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH EASYIT TO PROVIDE IT PROFESSIONAL SERVICES

WHEREAS, the City seeks a firm to manage certain Information Technology functions and supplement the expertise and capacity of City staff with regard to systems, programs, projects, and IT Operations; and

WHEREAS, the City issued a Request for Proposals (RFP) to seek the most qualified service provider; and

WHEREAS, the City reviewed the qualified vendors and unanimously agreed EasyIT was the most qualified to perform these services; and

NOW THEREFORE BE IT RESOLVED BY THE CITY OF POWELL, COUNTY OF DELAWARE, STATE OF OHIO, AS FOLLOWS:

<u>Section 1</u>:   That the City Manager is hereby authorized and directed to enter into a professional services agreement with EasyIT, in a form acceptable to the Director of Law and in a contract amount of approximately $130,000 for services described in Exhibit B.

<u>Section 2</u>:   It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of Council and that all deliberations of Council and any of the decision-making bodies of the City of Powell, which resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Powell, Delaware County, Ohio.

<u>Section 3</u>:   This Resolution shall be in full force and effect immediately upon adoption.

_____ 12/5/2023
Daniel Swartwout   Date
Mayor

_____ 12/5/2023
Elaine McCloskey   Date
City Clerk

EFFECTIVE DATE: **December 5, 2023**

This legislation has been posted in accordance with the City Charter on this date 12/1/2023
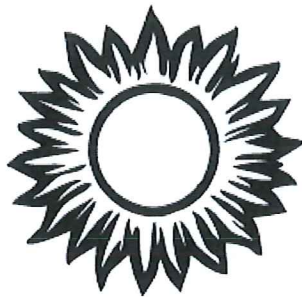_____
City Clerk

City Council
Daniel Swartwout, Mayor

Ferzan Ahmed   Jon C. Bennehoof   Tom Counts   Christina Drummond   Heather Karr   David Lester

Powell
—OHIO—

RESPONDENT:		Easy IT	DevCare
Meets all Requirements		Y	Y
TECHNICAL CRITERIA	Score Max		
Experience with technical and organizational environment, Governmental, Municipalities, Law Enforcement	25	9	12
Governmental Experience - No experience: 0 points Limited experience: 4 points Moderate experience: 6 points Extensive experience: 8 points	8	5	6
Municipal Experience - No experience: 0 points Limited experience: 4 points Moderate experience: 6 points Extensive experience: 8 points	8	4	4
Law Enforcement Experience - No experience: 0 points Limited experience: 3 points Moderate experience: 6 points Extensive experience: 9 points	9	1	1
Alignment with the service scope, goals and objectives	35	25	24
Poor alignment: 0 points Partial/Some alignment: 10 points Moderate/ alignment: 20 points Strong alignment: 35 points		25	24
Quality, visual presentation and accuracy of RFP response	15	8	11
Poor quality, presentation, and accuracy: 0 points Below average quality, presentation, and accuracy: 5 points Satisfactory quality, presentation, and accuracy: 10 points Excellent quality, presentation, and accuracy: 15 points		8	11
Cost - To be awarded by Finance (Calculation)	25	23	11
Allocation based on Technical Requirements	100%	42	46
Location: HQ in Central Ohio (3), HQ in Ohio (2), No HQ, but Presence in Ohio (1), No Presence/HQ in Ohio (0)	3	1	1
Fixed Fee (Yes - 6; No 0)	6	6	6
Cost Points: Lowest: 16 points Highest bid: 4 points	16	16	4
TOTAL SCORE	100	65	57

Powell
— OHIO —

Service Areas and Pricing Information

	Vendor Name:	EasyIT		
A				
B	Monthly Fee	$10,250.00		
	Annualized Fee	$123,000.00		
	SERVICE AREAS	Included in Monthly Fee?	One-Time/Hourly Cost	Notes
C	**1. Infrastructure**			
	Server maintenance	Yes		
	Network administration	Yes		
	Storage management	Yes		The cost of backup software itself or hardware for storage would not be included in the monthly cost.
	Cloud infrastructure management	Yes		The cost of utilizing the cloud i.e. the cost from Azure is not included in the monthly cost
	Virtualization and containerization	No		
	Local Backup and disaster recovery	Yes		EasyIT will provide the framework for a disaster recovery plan with basic recovery scenarios.
	2. End-user Support			
	Helpdesk and ticketing	Yes		
	Desktop/laptop support	Yes		
	Mobile device management	No		Mobile Device Management is a service EasyIT provides and can be added the monthly cost for $4/device
	Software installations and updates	Yes		EasyIT will work with product vendors to support major software applications currently installed at Client.
	User account management	Yes		
	Hardware procurement and setup	No	Ranges from $350-$500/machine (laptops/desktops)	EasyIT will fix rate new hardware procurement and setup. Please refer the procurement process visual provided during the onsite interview.
	On-Site Support	Yes		
	3. Security			
	Firewall and intrusion detection	Yes		
	Endpoint protection	Yes		
	Vulnerability assessment	Yes		
	Patch management	Yes		
	Security training and awareness	Yes		
	Identity and access management	Yes		EasyIT will deploy conditional access policies
	4. Software Development			
	Application development	No		
	Database administration and development	No		
	Testing and quality assurance	No		
	DevOps and continuous integration/deployment	No		
	Application monitoring and performance tuning	No		

A	Vendor Name:			EasyIT
5. Business Applications				
	Enterprise Resource Planning (ERP) support	No		EasyIT supports the network that the RFP runs on included in the monthly cost.
	Customer Relationship Management (CRM) support	No		EasyIT supports the network that the CRM runs on included in the monthly cost.
	Document management systems	No		EasyIT supports the network the Document Manage System runs on included in the monthly cost.
	Business intelligence and analytics	No		
6. Communications				
	Email services	Yes		
	Voice over IP (VoIP)	Yes		EasyIT will include adding phone extensions for the phone system included in the monthly cost.
	Video conferencing	Yes		EasyIT will support connectivity and the network for video conferencing.
	Instant messaging and chat	Yes		EasyIT can provide basic trouble shooting for issues with instant messaging and chat included in the monthly cost.
7. Compliance and Audit				
	Assistance with:			

A	Vendor Name:			EasyIT
	IT policy formulation and management	Yes		If more than an 8 hour project, EasyIT has the ability to begin billing hourly based on our 2023 EasyIT hourly rates. As a client, City of Powell would always receive the discounted bill rate.
	Regulatory compliance checks	Yes		If more than an 8 hour project, EasyIT has the ability to begin billing hourly based on our 2023 EasyIT hourly rates. As a client, City of Powell would always receive the discounted bill rate.
	IT audits	Yes		If more than an 8 hour project, EasyIT has the ability to begin billing hourly based on our 2023 EasyIT hourly rates. As a client, City of Powell would always receive the discounted bill rate.
	Data governance and management	Yes		If more than an 8 hour project, EasyIT has the ability to begin billing hourly based on our 2023 EasyIT hourly rates. As a client, City of Powell would always receive the discounted bill rate.
8. Transition / Implementation Costs		Yes	$ 7,000.00	One-time Onboarding Fee
9. Other Information				
	Business (Systems) Analysis	See Rate Sheet		
	Solution Architecture	See Rate Sheet		
	Functional SMEs	See Rate Sheet		
	UI / UX Analyst or Designer	See Rate Sheet		
	Cost Per User		$11,250.00	$150 Per User
Co-Managed IT Monthly Credit			($2,500.00)	
Advanced Security Suite Items (SIEM, Presistent Vulnerability Scans and Remediation, Enhanced EDR)			$1,000	

A	Vendor Name:		DevCare Solutions Ltd	
B	Monthly Fee		$18,310.00	
	Annualized Fee		$219,720.00	
	SERVICE AREAS	Included in Monthly Fee?	One-Time/Hourly Cost	Notes
C	**1. Infrastructure**			
	Server maintenance	Yes	$79	Infrastructure Support will be provided Monday - Friday: 8a - 5p.
	Network administration	Yes	$79	
	Storage management	Yes	$79	1 monthly scheduled patching/maintainence activity included upto 8 hours.
	Cloud infrastructure management	Yes	$79	
	Virtualization and containerization	Yes	$79	Column D indicates any outside hours support required / additional hours required will be billed at the rate of $79/hour.
	Local Backup and disaster recovery	Yes	$79	
	2. End-user Support	Yes		
	Helpdesk and ticketing	Yes	$39	End User Support (L1 and L2) will be provided Monday - Friday: 8a - 5p.
	Desktop/laptop support	Yes	$39	
	Mobile device management	Yes	$39	1 monthly scheduled maintainence activity (upgrade of software and device management tools) included upto 8 hours
	Software installations and updates	Yes	$39	Column D indicates any outside hours support required / additional hours required will be billed at the rate of $39/hour
	User account management	Yes	$39	
	Hardware procurement and setup	Yes	$39	
	On-Site Support	Yes	$39	
	3. Security			
	Firewall and intrusion detection	Yes	$79	Support of any infrastructure and network security (L1 and L2) will be provided Monday - Friday: 8a - 5p.
	Endpoint protection	Yes	$79	
	Vulnerability assessment	Yes	$79	
	Patch management	Yes	$79	Column D indicates any outside hours support required / additional hours required will be billed at the rate of $79/hour
	Security training and awareness	Yes	$79	
	Identity and access management	Yes	$79	
	4. Software Development			
	Application development	No	$75	DevCare will provide an estimate for any requests in this area and City of Powell will be billed only for the hours utilized & mutually agreed upon, for this service.
	Database administration and development	No	$75	DevCare will provide an estimate for any requests in this area and City of Powell will be billed only for the hours utilized & mutually agreed upon, for this service.
	Testing and quality assurance	No	$55	DevCare will provide an estimate for any requests in this area and City of Powell will be billed only for the hours utilized & mutually agreed upon, for this service.
	DevOps and continuous integration/deployment	No	$80	DevCare will provide an estimate for any requests in this area and City of Powell will be billed only for the hours utilized & mutually agreed upon, for this service.
	Application monitoring and performance tuning	No	$75	DevCare will provide an estimate for any requests in this area and City of Powell will be billed only for the hours utilized & mutually agreed upon, for this service.

A	Vendor Name:			DevCare Solutions Ltd
5. Business Applications				
	Enterprise Resource Planning (ERP) support	No	$80	DevCare will provide an estimate for any requests in this area and City of Powell will be billed only for the hours utilized & mutually agreed upon, for this service. Our resource will provide support in terms of understanding any functional issues and help the City liaise with the ERP vendor.
	Customer Relationship Management (CRM) support	No	$85	DevCare will provide an estimate for any requests in this area and City of Powell will be billed only for the hours utilized & mutually agreed upon, for this service.
	Document management systems	Yes	$80	We believe this functional area will be critical in some business processes. Upto 10 hours of OnBase support is be included in the monthly cost. These hours can rollover month-on-month until the end of the City financial year. DevCare can pro-rate the OnBase support monthly cost in the event that the City believes these fixed hours are not required (reduce the monthly cost by $800). Any additional hours (beyond 10 hours) will be billed at the rate of *$80/hour, based on the estimates mutually agreed by DevCare and the City* .
	Business intelligence and analytics	No	$78	DevCare will provide an estimate for any requests in this area and City of Powell will be billed only for the hours utilized & mutually agreed upon, for this service.
6. Communications				
	Email services	No	$50	DevCare will provide an estimate for any requests in this area and City of Powell will be billed only for the hours utilized & mutually agreed upon, for this service.
	Voice over IP (VoIP)	No	$50	DevCare will provide an estimate for any requests in this area and City of Powell will be billed only for the hours utilized & mutually agreed upon, for this service.
	Video conferencing	No	$50	DevCare will provide an estimate for any requests in this area and City of Powell will be billed only for the hours utilized & mutually agreed upon, for this service.
	Instant messaging and chat	No	$65	DevCare will provide an estimate for any requests in this area and City of Powell will be billed only for the hours utilized & mutually agreed upon, for this service. Support for MS Teams.
7. Compliance and Audit				
	Assistance with:	Yes		At the start of this engagement, DevCare will setup an IT Governance structure (if one doesnt exist or if it has to be re-evaluated) including IT Service Management, Environments Managemnent, Communication Management and ticketing process to bring all staff members up to speed. This will be at NO additional cost to the City. Upto 10 hours per month of Strategic Advisory and Consulting included in the monthly pricing, by virtue of partcipation from our Enterprise Architect or Chief Technology Officer. *Any additional hours requested will be billable at the rate of $110/hour*

A	Vendor Name:			DevCare Solutions Ltd
	IT policy formulation and management	Yes	$110	
	Regulatory compliance checks	Yes	$110	
	IT audits	Yes	$110	
	Data governance and management	Yes	$110	
8. Transition / Implementation Costs		Yes		
9. Other Information				
	Business (Systems) Analysis	No	$78	Depending on any existing or new IT projects, DevCare will provide a Business Analyst and an estimate of the hours required for the Business Analyst role in the project. DevCare and the City will mutually agree on the estimate and the position will be billed accordingly.
	Solution Architecture	No	$110	Depending on any existing or new IT projects, DevCare will provide a Solution Architect and an estimate of the hours required for the Solution Architect role in the project. DevCare and the City will mutually agree on the estimate and the position will be billed accordingly.
	Functional SMEs	No	$65	Depending on any existing or new IT projects, DevCare will provide a Functional SME and an estimate of the hours required for the Functional SME role in the project. DevCare and the City will mutually agree on the estimate and the position will be billed accordingly.
	UI / UX Analyst or Designer	No	$70	Depending on any existing or new IT projects, DevCare will provide a UI/UX Analyst and an estimate of the hours required for the UI/UX Analyst role in the project. DevCare and the City will mutually agree on the estimate and the position will be billed accordingly.
	Cost Per User			
Co-Managed IT Monthly Credit				
Advanced Security Suite Items (SIEM, Presistent Vulnerability Scans and Remediation, Enhanced EDR)				

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into and effective on this___day of_____, 2023 ("Effective Date") by and between the City of Powell, Ohio ("Powell"), an Ohio Municipal Corporation, with offices located at located at 47 Hall Street, Powell, Ohio 43065 and Capital City Consulting, LLC (EasyIT) ("Service Provider"), with an office and principal place of business located at _____.

Recitals

WHEREAS, Powell desires to engage Service Provider to perform the services as more fully described in the attached Exhibit A (the "Services"); and

WHEREAS, Service Provider desires to perform the Services and desires to be so engaged.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, the parties, intending to be legally bound, agree as follows:

Provisions

I.   **Performance of the Services.** Service Provider shall:

    A.   Perform the Services as set forth in Exhibit A.

    B.   If the Service Provider is an individual, complete, sign and return the Ohio Public Employees Retirement System ("OPERS") Independent Contractor Acknowledgement Form.

    C.   Give prompt notice to Powell should the Service Provider observe or otherwise become aware of any fault or deficit in the project or any nonconformance with the Agreement.

    D.   Remit to Powell after the termination of this Agreement, all files and documents pertaining to the project that have been obtained or produced including, but not limited to, permits, licenses, applications, codes, drawings, site plans, photographs, and similar materials. Service Provider shall be entitled to retain copies for the Service Provider's files.

II.   **Obligations of Powell.** Powell shall:

    A.   Assist the Service Provider by placing at its disposal all available information pertinent to the Services for the project.

    B.   Use its best efforts to secure release of other data applicable to the project held by others.

    C.   Make all necessary provisions to enter upon public and private property as required to perform the Services.

D.   Give prompt notice to the Service Provider should Powell observe or otherwise become aware of any fault or deficit in the project or any nonconformance with the Agreement.

III.   **Term and Termination.** The Agreement shall commence on the ___day of_____, 20__, and shall terminate on the ___ day of_____, 20__. Powell may terminate this Agreement at any time by giving Service Provider thirty (30) days advance written notice. In the event this Agreement is terminated by Powell prior to its natural expiration, Service Provider shall be paid the amounts for work actually performed in accordance with this Agreement to the date of this early termination.

IV.   **Payment.**

A.   Service Provider shall be compensated for its service consistent with the Exhibit A.

B.   The Service Provider shall invoice Powell monthly for services rendered through the previous month, and Powell agrees to pay within thirty (30) days of receipt of a valid invoice. A valid invoice shall consist of a description of work performed and an itemization of all reimbursable expenses, which must be documented with copies of receipts whenever possible. All invoices must include the contract number and the purchase order number of this contract, which is located in the upper right-hand corner of the first page of this document.

V.   **Relationship of the Parties.** The parties acknowledge and agree that Service Provider is an independent contractor and is not an agent or employee of Powell. Nothing in this Agreement shall be construed to create a relationship between Service Provider and Powell of a partnership, association, or joint venture. Further, the parties acknowledge that Service Provider is paid a fee, retainer or other payment as per Section IV of this Agreement; is not eligible for workers' compensation or unemployment compensation; is not eligible for employee fringe benefits such as vacation or sick leave; does not appear on Powell's payroll; is required to provide his/her or her own supplies and equipment; and is not controlled or supervised by Powell personnel as to the manner of work.

VI.   **Indemnification.**

A.   Professional Liability. Relative to the extent, losses, damages, liability and cost, the Service Provider agrees to indemnify and save Powell, its officers, officials, and employees harmless from and against any and all suits, actions or claims for property losses, damages or personal injury arising from the negligent acts, errors or omissions by the Service Provider or its employees.

B.   Non-Professional Liability (General Liability). To the fullest extent permitted by law, the Service Provider shall indemnify, defend and hold harmless Powell, its officers, officials, employees or any combination thereof, from and against claims, damages, losses and

expenses, including but not limited to reasonable attorneys' fees, arising out of the acts or omissions of the Service Provider, provided that such claim, damage, loss or expenses is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions of the Service Provider, any subconsultant(s) of the Service Provider, its agents, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

VII. Insurance.

A. The Service Provider shall secure and maintain, at his/her/its own expense, errors and omissions insurance in an amount not less than One Million Dollars ($1,000,000.00) per claim/annual aggregate to protect himself from any claim arising out of the performance of professional services and caused by negligent acts, omissions or negligent acts for which the Service Provider may be legally negligent. The Service Provider shall maintain said coverage for the entire contract period and for a minimum of one year after completion of the work under the contract.

B. In addition to errors and omissions insurance, the Service Provider shall also secure and maintain, at his/her own expense, insurance for protection from claims under Worker's Compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and any other insurance prescribed by laws, rules, regulations, ordinances, codes or orders.

C. The Service Provider shall secure and maintain, at his/her own expense, General Liability insurance in an amount not less than One Million Dollars ($1,000,000.00) per occurrence.

D. The Service Provider shall secure and maintain, at his/her/its own expense, Property insurance for protection from claims or damages because of damage to or destruction of property including loss of use resulting therefrom in an amount not less than Five Hundred Thousand Dollars ($500,000.00).

E. Powell shall be held harmless for any damage to the Service Provider's property and/or equipment during the course of performance under the Contract.

F. The above referenced insurance shall be maintained in full force and effect during the life of this Contract and for one year beyond, where specified. Certificates showing that the Service Provider is carrying the above referenced insurance in at least the above specified minimum amounts shall be furnished to, and approved by, Powell prior to the start of work on the project and before Powell is obligated to make any payments to the Service Provider for the work performed under the provision of this contract. All such Certificates, with the

exception of those for Worker's Compensation and Errors & Omissions coverage, shall clearly reflect that the City of Powell is an "Additional Insured".

VIII.   **Employee Documentation**

A.   Service Provider guarantees that the individuals employed by the Service working on this project are authorized to work in the United States. The Service Provider will upon demand provide Powell with appropriate documentation (Form I-9) for any Service Provider employee performing services for Powell.

B.   The Service Provider agrees to indemnify Powell in accordance with Section VI of the Agreement for any issue arising out of the Service Provider's hiring or retention of any individual who is not authorized to work in the United States.

IX.   **Taxes.**

A.   Service Provider has the following identification number for income tax purposes:

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B.   Service Provider is subject to and responsible for all applicable federal, state, and local taxes.

C.   Powell represents that it is a tax-exempt entity and evidence of this tax-exempt status shall be provided to Service Provider upon written request. Service Provider hereby further agrees to withhold all municipal income taxes due or payable under the provisions of the Codified Ordinances of Powell, Ohio, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such municipal income taxes due under such chapter for Services performed under this Agreement.

D.   The Service Provider shall receive Internal Revenue Service form 1099 from Powell for income tax reporting purposes.

X.   **Assignment.** Neither party may assign this Agreement without obtaining express, written consent from the other party prior to assignment.

XI.   **Entire Agreement / Amendment.** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the parties hereto. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both parties in accordance with the laws of the State of Ohio.

XII.   **Discrimination.**

A.   No discrimination for reason of race, color, national origin, religion, sex, genetic information, pregnancy, age, ancestry, military status, sexual orientation, gender identity, marital status, veteran's status, or disability shall be permitted or authorized by Powell and/or Service Provider in connection with the Services.

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B.   Nothing in this Agreement shall require the commission of any act contrary to any law or any rules or regulations of any union, guild, or similar body having jurisdiction over the Services of Service Provider.

XIII.   **Governing Law/Venue.** Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation, or other legal theory, related directly or indirectly to this Agreement, whether between the parties, or of any of the parties' employees, agents, or affiliated businesses, will be resolved under the laws of the State of Ohio, in any court of competent jurisdiction in Delaware County, Ohio.

XIV.   **Severability.** If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid, mutually agreeable and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

XV.   **Paragraph Headings.** Paragraph headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.

[signatures appear on following page]

BY SIGNING THIS AGREEMENT, YOU HEREBY ACKNOWLEDGE THAT YOU HAVE BEEN INFORMED THAT THE CITY OF POWELL, OHIO HAS CLASSIFIED YOU AS AN INDEPENDENT CONTRACTOR AND THAT YOU HAVE BEEN ADVISED THAT CONTRIBUTIONS TO OPERS WILL NOT BE MADE ON YOUR BEHALF FOR THESE SERVICES.

FURTHER, BY SIGNING THIS AGREEMENT, YOU HEREBY ACKNOWLEDGE THAT THE CITY OF POWELL, OHIO HAS IN NO WAY LIMITED OR RESTRICTED YOUR RIGHT TO PROVIDE THE AGREED-TO SERVICES TO THE GENERAL PUBLIC AND THAT YOU REGULARLY PROVIDE SUCH SERVICES TO THE GENERAL PUBLIC.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the_____day of _____, 2023.

CITY OF POWELL, OHIO

BY: _____   Date _____
        Andrew White, City Manager

EasyIT

BY: _____   Date _____
        Kurt Hoelt, CEO

Approved as to Form:

BY: _____   Date _____
        Yazan S. Ashrawi, Law Director

CERTIFICATION OF FUNDS

I hereby certify that the above amount required to the above has been lawfully appropriated, authorized, or directed for such purposes and is in Treasury or in the process of collection to credit of the above funds free of obligation or certification now outstanding.

BY: _____   Date: _____
      Rosa Ocheltree, Director of Finance

EXHIBIT A

Scope of Services

EasyIT®

Co-Managed IT

Quote #006364 v1

for

City of Powell

Edward A. Mistak
EMistak@EasyIT.com

614.339.4999
www.easyit.com

COMPANY OVERVIEW

EasyIT is an organization of skilled and courteous Information Technology professionals that has serviced Central Ohio since 1998. The core team of certified technicians is directed in an accountable hands-on environment with performance quality as the guiding principle.

EasyIT specializes in a wide range of services, including tailored IT services and solutions for small and medium businesses and their owners in Central Ohio. We are committed to providing each and every one of our clients with high quality service and support. Our unique IT team is incredibly friendly and can help you every step of the way in growing your business. We expertly combine our services in order to provide you with customized help and support, so you only get what you need and what you want. Our innovative approach starts with a thorough investigation of what your company needs to succeed so that we can ensure a perfect fit with you and our services.

EasyIT's clients benefit greatly when they choose to partner with us. Not only will you have more energy and time to focus on your business while we handle your IT needs, but you will experience happier and more productive employees, too. Let us help you open the doors to more technology so you can rest easy that your network will always perform to your standards and that your company will be able to outperform its competitors with ease. Sleep soundly tonight knowing that your electronic assets are optimized, maintained, and protected – because ensuring your business' technology runs smoothly is our top priority.

SERVICES OBJECTIVE

The City of Powell is looking for an IT partner to supplement their existing internal expertise.

EasyIT®

THIS EasyIT MANAGED SERVICES STATEMENT OF SERVICES IS AN ADDENDUM TO MASTER SERVICE AGREEMENT #COP20230809, AND IS A BINDING CONTRACT between Capital City Consulting, LLC., dba EasyIT ("EasyIT"), with its primary place of business at 4150 Tuller Rd., Suite 234, Dublin, OH 43017 and **City of Powell ("Client")** with its primary place of business address as shown on the Master Service Agreement. All references to this "Agreement" shall include this Statement of Services and the Master Services Agreement.

EASYIT MANAGED SERVICES (EMS) OUTSOURCING STATEMENT OF SERVICES

SUPPORT SERVICES

Client Support Services

Unlimited On-site Support Services:

- Unlimited on-site support is available "24 x 7" for "Emergency" tickets.
- Unlimited on-site support is available 8 AM to 6 PM EST, Monday-Friday, excluding holidays, for non-Emergency tickets.

Above support services are for maintenance of currently existing hardware, servers, desktops, laptops, and networking and communication equipment for your location(s) at:

- 47 Hall Street Powell, Ohio 43065
- Any additional office space in central Ohio

Unlimited Remote Support Services:

- Unlimited off-site/remote support is available "24 x 7" for "Emergency" tickets.
- Unlimited off-site/remote support is available 8 AM to 6 PM EST, Monday-Friday, excluding holidays, for non-Emergency tickets.

Above support services are for maintenance of currently existing hardware, servers, desktops, laptops, and networking and communication equipment for your location(s) at:

- 47 Hall Street Powell, Ohio 43065
- Various hybrid/remote employees

Help Desk:

- **On-line:** Client puts in their own ticket information into our automated system. The system then routes and tracks tickets and feeds metrics to the EasyIT dashboard. The dashboard provides help desk metrics that are readily available for outstanding issue/project review.
- **Business hours:** Help Desk is staffed from 8 AM to 6 PM, Monday-Friday, excluding holidays; Help Desk personnel will work to resolve technical issues on a per-issue basis via remote access or escalate to on-site support as necessary.
- **Off hours:** Client can leave voice mail message for support requests outside of normal business hours; the voice mail will create a service request and our designated on-call technicians will respond to the request.

Service Level Expectations:

- The on-line help desk is the primary mechanism for placing support requests. Should that application not be reachable by the Client, they can directly contact our call center with support issues.
- Maximum two (2) business hour **call-back** for "Emergency" needs.
- Maximum four (4) business hour **on-site** response for "Emergency" needs.

- "Low" and "Medium" (non-emergency) tickets will be assigned within 8 business hours.

Management Consulting Services

Virtual Chief Technology Officer (CTO) Services:

- Including periodic status meetings on an as-needed basis.
- Advisory services relating to items such as data restoration services, data protection programs, disaster recovery planning, securing physical access to servers and networking devices.

Vendor Management:

- EasyIT will represent client as the technical liaison to 3rd party vendors who offer services that relate to, or interface with the client's IT infrastructure or software packages.

Asset management/tracking services:

- Including tracking and maintaining Client's hardware and software license inventory; and management of end-of-life disposition of obsolete equipment, including erasure/destruction/disposal of hard drives.

Proactive Support Services

Remote Monitoring and Management (RMM) - "24 X 7" system monitoring of critical systems (indicated below):
* Note - Automated alerts (alerts generated through system monitoring) and tickets created through the portal will page technicians/escalate during the hours stated under the Considerations section, item "8. *Automated Alerts*"

- Automatic checks of backups.
- Monitoring of data drives.
- Regular checks of E-mail/anti-virus.
- Monitoring and management of Endpoint Detection and Response (EDR/XDR).
- On-going checks for critical system events.

Monthly Proactive Server Checkups:

- Check, install server patches.
- Check status of virus program and drive capacities.

Backup Monitoring and Management:

- Check and review backups daily.
- Perform and report on a test restore of backups monthly.

Monthly Health Report Safety Check:

- Regular overview and assessment of systems status and network health sent directly to client representative.

Core Security Suite (INCLUDED)

Endpoint Detection and Response (EDR) Software:

- Delivers multi-layered AI-powered endpoint protection, with Static AI pre-execution protection for known and unknown file-based malware, and Behavioral AI agent-side behavioral monitoring that covers any attack vector, including unknown exploits and bypass

attempts of traditional anti-virus.
- The Behavioral AI engine is built to detect and mitigate malicious code and scripts in documents and is capable of detecting fileless attacks and exploits. Lateral Movement uses Behavioral AI to discover attempts coming from another device over the network.
- Offers attack remediation, cleaning all artifacts of a malicious attempt, including registry, scheduled tasks and more, while Rollback Revert returns an endpoint its pre-infected state. Upon detection, immediately stops lateral threat spread cold by disconnecting the infected endpoint from the network while still maintaining the agent's connection to the management console.

Internet Security, Threat Protection and Web Filtering:

- Cloud-Delivered Network Security for Protection of Any Device, Anywhere.
- Contains advanced attacks and block malware, botnets and phishing
- Predictive intelligence to automate protection against emergent threats
- Comply with up to 60 content filtering categories
- Centralized location-based policies and customizable block lists and pages
- Integrated with Active Directory
- Report on the usage of cloud services, to identify risks and ensure compliance
- Logging for incident response and compliance

Managed Advanced Persistent Threat (Foothold) Response Service:

- APT service collects and analyzes metadata about every application or script scheduled to automatically execute when a computer boots up or a user logs in.
- Analyzes real time processes utilizing a combination of an endpoint agent, a sophisticated A.I. driven analysis engine, and security experts. This service categorizes all running processes, allowing A.I. and experts to review suspect processes and automatically quarantine machines and report the incident to EasyIT for remediation.
- Provides reporting on active cases.
- Provides access to a world class 24/7 ThreatOps Team with professional threat hunting and remediation experts for the times when you need them the most.

Security Training:

- Train your employees on security. Have your employees watch online security awareness training and take comprehension quizzes.
- **Portal:** Provide a security portal for your employees to access security information and tools.
- **Phishing Analysis Tool:** Allow employees to submit emails to be instantly scored for potential phishing attack. *(Requires Outlook 2019 or Outlook 365)*
- **Micro Training:** Engaging and interactive micro-training lessons emailed weekly to your employees. The lessons focus on important topics like phishing scams, ransomware, and the physical protection of mobile devices.
- **Newsletters:** A monthly security awareness eNewsletter with tips to keep employees secure both in the office and at home.

Security Policies:

- Templates for easy-to-understand, written security policies and procedures. The policies address topics such as network security, computer use, bring your own device, physical security, and termination.

Dark Web Scan:

- Give your employees the ability to know if their work or personal credentials have been compromised and are now on the dark web.

Software Support Services

Software application support:

○ EasyIT will work with product vendors to support major software applications currently installed at Client.

Special Considerations

- Credit is provided based upon Client staff retaining fulltime IT staff members and serving as first line of defense for all end user generated tickets and resolving Tier1 tickets. Should Client cease to fulfill this responsibility on consistent basis, this credit could be rescinded.

Advanced Security Suite (OPTIONAL, PRICING INCLUDED)

Enhanced Endpoint Detection and Response:

- Delivers multi-layered AI-powered endpoint protection, with Static AI pre-execution protection for known and unknown file-based malware, and Behavioral AI agent-side behavioral monitoring that covers any attack vector, including unknown exploits and bypass attempts of traditional anti-virus.
- The Behavioral AI engine is built to detect and mitigate malicious code and scripts in documents and is capable of detecting fileless attacks and exploits. Lateral Movement uses Behavioral AI to discover attempts coming from another device over the network.
- Offers attack remediation, cleaning all artifacts of a malicious attempt, including registry, scheduled tasks and more, while Rollback Revert returns an endpoint its pre-infected state. Upon detection, immediately stops lateral threat spread cold by disconnecting the infected endpoint from the network while still maintaining the agent's connection to the management console.
- Adds advanced capabilities such as threat hunting and Deep Visibility. It provides prevention and detection of attacks across all major vectors, rapid elimination of threats with fully automated, policy-driven response capabilities, and complete visibility into the endpoint environment with full-context, real-time forensics.
- Includes Advanced EDR/Threat Hunting, which provides the ability to search for attack indicators, investigate existing incidents, perform file integrity monitoring and root out hidden threats. It includes an Attack Storyline, a visual diagram representing an execution flow, helping IR teams to quickly evaluate the impact of any threat. Advanced capabilities include Deep Visibility into every event on the agent, including the ability to search for historic data, and visibility into the encrypted network traffic without pushing certificates or the need for expensive SSL appliances/blades.

Managed Security Information and Event Management (SIEM):

- **Proactive 24/7 Security Operation Center (SOC):** Monitoring around the clock real time analysis, triage and reporting of events detected on your network by our USA based SOC service.
- **Incident Response Team :** The EasyIT Security Response Team is available to provide deep analysis of security incidents and perform remediation activities.
- **Managed Security Information and Event Management (SIEM) Platform:** SIEM is the constant analysis and collection of the logs generated within a network to detect any malicious and unusual activity.
- **Advanced analytics of real-time security events:** Proactive, not reactive, response to security events.
- **Compliance:** Accumulate logs required for HIPAA, PCI-DSS, GLBA, SOX, etc. compliance.

Vulnerability Scanning (Quarterly):

- Perform comprehensive internal and external vulnerabilities scans and develop appropriate remediation plans if necessary.

Persistent Vulnerability, Compliance Scanning and Remediation:

- Security Assessment and Vulnerability Management helps safeguard business-critical data from vulnerabilities and exploits. The Vulnerability Manager helps their small and medium business clients stay compliant with regulations and compliance frameworks.
- The vulnerability scanning solution provides compliance, deep asset discovery, risk assessment, and user router assessment. A risk

management platform meets all requirements that are part of the IDENTIFY in the NIST cybersecurity framework.
- The Security and Vulnerability Manager helps clients stay compliant with user behavi
- or tracking, computer analysis, Active Directory and passwords policies, and integration with Winlogbeat. Manage risk assessment with tools such as missing patches and upgrade report, application vulnerabilities, installed software report, non-approved software report, and per asset and company risk scores.
- Provides user behavior risk assessment with user router assessment. Check end user routers for vulnerabilities to see if routers have easy to use passwords or are hackable. Score the various access points that users connect to from Windows and track if end users connected to VPN are doing so from a secure network. A deep asset discovery helps mitigate risks and shadow IT and includes Windows (WMI, SMB, WinRM), SNMP, UPNP, ZeroConf, and SSH.

End User Simulated Phishing Campaigns:

- Train your associates in the responsible use of Client technology to reduce the probability of business interruptions and/or possible violations due to 3rd party malicious activity.
- Implemented and managed by a professional Security Operations Center (SOC).
- Receive customized on-going monthly phishing campaigns.
- Portal to view how your employees are progressing against their training and simulated phishing campaigns.

Dark Web Monitoring:

- Continuous dark web monitoring identifies breached data. Limits your risk of external access to systems and networks, which could expose personally identifiable information (PII) that opens the door to convincing phishing attempts.

EasyIT®

MONTHLY RATES

Monthly Items	Qty	Price	Total/Month
Outsourcing ($150/User)	1	$11,250.00	$11,250.00
A user is a full-time or part-time user in the client's environment. Support includes for the servers, routers, firewalls, workstations, laptops and managed switches in a clients environment.			
Support Services as described above include: - Client Support Services - Management Consulting Services - Proactive Support Services - Core Security Suite			
- Outsourcing User	75		
- Internet Security, Threat Protection and Web Filtering	75		
- Managed Advanced Persistent Threats Response	75		
- End User Security Training - Monthly Support and Reporting	75		
Outsourcing Discount	1	($2,500.00)	($2,500.00)
Co-Managed IT Discount	1		
Credit is provided based upon Client staff retaining fulltime IT staff members and serving as first line of defense for all end user generated tickets and resolving Tier1 tickets. Should Client cease to fulfill this responsibility on consistent basis, this credit could be rescinded.			
Advanced Security Suite	1	$1,500.00	$1,500.00
Managed NSOC, EEDR, Persistent Vulnerability Scanning, Quarterly Vulnerability Scanning, End User Simulated Phishing Campaigns, Dark Web Monitoring			
- Managed Enhanced Endpoint Detection and Response	50		
- Persistent Vulnerability, Compliance Scanning and Remediation	50		
- Security Information and Events Management	5		
EasyIT Co-Managed IT Tools	1	$0.0003	$0.0003
- Streamline IT	1		
- Remote Management and Monitoring	1		

EasyIT® STATEMENT OF SERVICES

Monthly Items	Qty	Price	Total/Month
- Online System Documentation	1		
		Total Monthly Cost*:	**$10,250.00**

* Users are calculated as the number of people which may need support. That number is derived from Active Directory and/or supported users as defined in the EasyIT helpdesk system. A detailed list of users will be created at the start of this STATEMENT OF SERVICES and updated monthly. The number of users identified at the end of any one month, will be used as the number of supported users in the next billed months' billing.

** Included antivirus, spam or security products are limited to 120% of the quantity of supported users. Additional license bundles may incur an additional per license charge or approximately $20/user or endpoint/month.

One Time Items	Qty	Price	Ext. Price
Implementation and Transition Project	1	$7,000.00	$7,000.00

- Implementation of Remote Monitoring and Management (RMM) tools.
- Implementation of the Core Security Suite and selected Advanced Security Suite.
- Creating a timeline for implementation of best practices.
- Documentation of existing systems, vendors and providers.
- Documentation of processes for new hires and terminations.
- Implementation of the Help Desk to the client's internal IT team.
- Transition of support to EasyIT.

		Subtotal:	$7,000.00

HOURLY RATES

PROJECT AND OUT OF SCOPE SERVICES

IT services and support that are outside of the normal maintenance and support described in the support services section of this statement of services are subject to the current years labor rates. An example of support outside of this contract might be an executive's home machine, or any machine that is not covered under this statement of services. For project-based services, EasyIT will define a Scope of Work and submit a quote defining these charges.

Hourly labor rates are subjected to the following:

- Rates will reflect a discount applied as a result of signing a Support Service contract.
- Travel is billed at a rate that is half the applicable service rate.
- All rates are billed in 15 minute (.25 hour) increments except for coordinator services which are billed in 6 minute (.1 hour) increments.
- There is a one hour minimum charge for on-site services.
- On-site services are billed at 25% above applicable rates.
- There is a fifteen minute minimum charge for services that are provided remotely and for Travel.
- After-hours support (Office hours are defined as 8AM to 5PM Monday through Friday, excluding holidays) is billed at 25% above standard business hour rates
- A detailed list of hours billed and tasks accomplished will be provided with each invoice.

AUTHORIZED EXPENSES

Client allows EasyIT to purchase and directly expense IT related expenses under $200 (not to exceed $200 per incident without prior written approval of Client) that are provided at EasyIT's cost for the convenience of the client and to be used in the Client's environment. Examples of these expenses might be things such as mounting brackets, hard drives, power supplies, keyboard, mouse, CAT6 cables, etc.

IMPLEMENTATION TIME FRAME

The timeline for onboarding and go-live will be determined within 2 business days following the execution of this Statement of Services.

IMPLEMENTATION AND TRANSITION PROJECTS INCLUDED IN THIS STATEMENT OF SERVICES

Pre-engagement tasks are items that are defined for the stabilization and standardization of the Client's network and server environment. The completion of these items is necessary to ensure the environment is in a state that it can be supported on a fixed-price basis.

Pre-engagement tasks, should they be necessary, that are included in the price of this statement of services include:

- Implementation of Remote Monitoring and Management (RMM) tools.
- Implementation of the Core Security Suite.
- Creating a timeline for implementation of best practices.
- Documentation of existing systems, vendors and providers.
- Documentation of processes for new hires and terminations.
- Implementation of the Help Desk to the client's end users.
- Transition of support to EasyIT.

EXCLUSIONS TO STATEMENT OF SERVICES FOR FIXED PRICE SERVICES

The following are **not** covered under standard support services, unless specified otherwise:

1. Pre-engagement tasks and other work performed prior to transition to EasyIT as the primary support provider for Client, does not fall under this maintenance statement of services and is subject to standard hourly rates.
2. Major software upgrades (new releases, new OS's) and replacement of, or the addition of software. EasyIT will provide configuration support (patches, configuration, troubleshooting and working with product vendors) of the Client systems. For example, upgrades to sub-versions/patches will be performed but significant upgrades (require migrations, conversions or significant pre-implementation testing) to new releases will be bid as projects outside of this statement of services.
3. Programmatic changes to applications. (Programmatic changes can be made to custom-developed or third-party systems by the original vendor or the client may contract with EasyIT to make these changes.)
4. Support of users connecting to the Client's Wi-Fi networks with non-Client owned equipment.
5. Unless stated otherwise, EasyIT is not responsible for any associated hardware and software costs.
6. Phone systems configuration changes (mailbox changes, new extensions, etc.) are outside the scope of the statement of services.
7. The labor associated with the addition of new hardware or new software systems.
8. The labor associated with new server implementation, upgrade or replacement.
9. Printer hardware failures. EasyIT will administer printers working on the network, but is not responsible for printer repair.
10. Installation and repair of structured/low voltage cabling.
11. Support of employee home Internet connectivity is excluded from Support Services, and are always supported on an hourly basis, unless otherwise specified in this statement of services.
12. Support of non-domain machines (such as employee home machines), smart devices, cell phones, tablets and 3rd party peripherals (scanners, local printers, smart phones, etc.) unless specifically included in this statement of services.
13. Physical removal/handling of e-waste (retired machines, monitors, etc.) When feasible, this may be done as a courtesy.
14. Upgrade of IT device firmware is not included in this scope of service and there should be no expectation that all IT devices are being kept on the latest firmware.

TERMS AND CONDITIONS

1. **Managed Services.** All support services on desktops, servers, and networking equipment and any additional unmanaged services that EasyIT provides to Client, including any related support services or documentation we may provide, are collectively referred to in this Agreement as the "Managed Services" or "Services." EasyIT reserves the right to modify the Managed Services at any time and without advance notice.
2. **Term.** The initial term of this Agreement is 36 months, commencing on the date support transitioned. After the initial 36 months, the term of this Agreement will automatically renew for an additional 12-month term as well as upon the end of each 12-month renewal term, unless EasyIT or Client delivers written notice of cancellation and non-renewal to the other in writing at least 90 days prior to the automatic renewal date of the initial or any renewal term. Written notice of cancellation must be provided by certified or registered mail, return receipt requested. This Agreement will be reviewed at least annually to address necessary adjustments or modifications. At each annual review, the per-node rate, per-user rates and project-based services rates may be adjusted by EasyIT to decrease by any amount, or increase by up to the latest CPI or 5%, whichever is greater.
3. **Termination Without Cause.** Client may terminate this Agreement without cause by giving five days written notice to Company via certified or registered mail, return receipt requested, addressed to 4150 Tuller Rd., Suite 234, Dublin, OH 43017. Upon termination without cause Client shall pay EasyIT as liquidated damages an amount equal to the number of months that remain in the then-current term multiplied by the average monthly billing of the previous three full months, or the monthly recurring amount listed on this Statement of Services, whichever amount is higher. Client acknowledges and agrees that such liquidated damages constitute a

reasonable estimate of the damages that Company will incur as a result of the premature termination of this Agreement without cause. If Client has the right under this Agreement to reduce the level of service in any manner and Client takes advantage of that right, the reduction of service to a level lower than 90% of the original level of service on a monthly-charge basis shall be deemed a termination of this Agreement without cause subject to liquidated damages utilizing the original monthly contract rate. If Client terminates this Agreement without cause, Client shall, within five business days of such termination, pay EasyIT for all previously unbilled work as well as for all outstanding invoices, remove any software provided by EasyIT and return any hardware provided by EasyIT. EasyIT may terminate this Agreement without cause by giving 90 days written notice.

4. **Termination for Cause by Client**. If EasyIT fails to perform any of the services required by this agreement, Client shall provide EasyIT with written notice of the non-performance within three (3) days of Client's discovery of such failure. The written notice shall be clearly identified as a "NonPerformance Notice," shall clearly and specifically identify the alleged non-performance, and shall be delivered certified or registered mail, return receipt requested, to 4150 Tuller Rd, Suite 234, Dublin, OH 43017. EasyIT shall use its best efforts to reasonably cure such failure within thirty (30) days of receipt of the Non-Performance Notice. If EasyIT is unable to cure the alleged non-performance in a reasonably acceptable manner in accordance with reasonable industry standards, Client's sole remedy shall be termination of this Agreement and the reimbursement of any unearned monies paid to EasyIT related to the non-performance of the specified items.

5. **Termination for Cause by EasyIT**. EasyIT may also terminate this Agreement immediately upon notice to Client, (1) if Client has failed to timely make any payment when it is due, (2) if our relationship with a third party partner who provides software or other technology we use to provide the Service Offerings expires, terminates or requires us to change the way we provide the software or other technology as part of the Managed Services, (3) if we believe providing the Managed Services could create a substantial economic or technical burden or material security risk for us, (4) in order to comply with the law or requests of governmental entities, (5) if we determine our provision of any of the Managed Services to Client has become impractical or unfeasible for any legal or regulatory reason, or (6) Client breaches any of the other terms and conditions in this Agreement.

CONSIDERATIONS

1. **Expiration**. This Statement of Services expires if not accepted by Client within thirty (30) days from receipt.
2. **Technology Stack**. **EasyIT limits the variety of hardware, software, tools and technology it supports (the "Technology Stack"). This limitation has allowed EasyIT to develop deep knowledge with respect to these items, which improves our efficiency and reduces the number of technology conflicts, the time it takes to resolve such conflicts, which then reduces the costs of our services to our clients.** Furthermore, by partnering with key vendors, EasyIT is able to get preferred levels of support on behalf of our clients. To this end, EasyIT will recommend and quote best of breed, professional quality, hardware, software and tools from major vendors such as Dell, HP, Lenovo, Cisco, Microsoft, Apple and others. Any products purchased independently by the Client that are outside of EasyIT 's Technology Stack will be excluded from any Statement of Services and supported on an hourly basis.
3. **Procurement Services**. Procurement, including building the engineering specification, vetting/testing solutions, sourcing, quoting, receiving, handling, warrantying and RMA services are a time intensive, skilled task that is necessary in order to ensure that the Client orders and receives the appropriate business class hardware and software. Procurement services are not charged when purchasing occurs through EasyIT. When purchasing through a source other than EasyIT, the solution may work and will be installed per industry specification, but EasyIT is absolved from the normal responsibility of the success of the solution, the time frame for delivery, and may charge for the quoting and procurement services rendered.
4. **Ticket Prioritization.** The following are examples of how tickets are prioritized:
   o A ticket can be flagged as an 'Emergency' if it prevents a user from performing his or her job and there is no feasible workaround.
   o All other tickets are considered 'Non-Emergency'.
5. **Smart devices.** Smart devices will be supported to the degree that they are configured correctly to connect to client assets such as the network or email. Carrier network connectivity issues will be supported by the client carrier.
6. **Software Support.** Support of Line of Business (LOB) applications are limited to the their operation on the network and/or the server they reside on. I.E. EasyIT is not an expert on how best to use your LOB applications.

7. **Hardware Support.** Desktop\laptop computers not under manufactures support will only be repaired (hardware repair) on an hourly basis by EasyIT.

8. **Automated Alerts.** Automated alerts (alerts generated through system monitoring) and tickets created through the portal will not page technicians or escalate between the hours of 11 PM to 6AM EST. Any alerts that occur during that time that have not self-healed will begin to escalate after 6 AM EST unless otherwise agreed upon by client and EasyIT.

9. **Minimum Client Environment Technical Specifications. EasyIT requires the following to keep the Client environment running with minimal interruption and to minimize support efforts.**
   o Desktop\laptop computers should be no more than 5 years old at the time of service. A desktop\laptop more than 5 years old that has a significant issue may receive a recommendation to replace it, instead of repair. Optionally, significant repairs may be performed on an hourly basis. Any hourly repair will first be approved by a Client representative.
   o Servers and Network equipment must have appropriate power conditioning, battery protection (UPS) and cooling.
   o A regularly scheduled backup must exist both on and offsite for servers and critical data and MUST use Imaging Technology allowing for full image restore. The technology to create, maintain and restore backups should be from the EasyIT Technology Stack.
   o The network must have a business class, active firewall with manufacturer support.
   o Client must maintain hardware support agreements on critical hardware such as servers and network equipment.
   o Support services resulting from the Client not meeting Minimum Client Technical Specification as listed above may be billable to remediate at EasyIT's discretion. Failure to follow the above specifications releases EasyIT of any liability or detriment to client business related to these factors. Client agrees to comply with the above Minimum Client Technical Specifications and failure to comply will be addressed in a formal plan to remediate by Client.

10. **Minimum Client Security Stance. As your support provider, EasyIT must enforce a minimum-security standard at all supported Clients. The Client understands that although EasyIT tries to implement currently known best practices, these safeguards are imperfect. Furthermore, without log monitoring via an active managed security information and event management (SIEM) service, EasyIT can only respond to successful attacks and is unlikely to stop an attack that is currently in progress beyond the capability of the defenses we have put in place.**
   o Client must maintain current, managed virus protection software that is compatible with EasyIT's Technology Stack or utilize managed anti-virus provided by EasyIT.
   o Client will have multi-factor authentication, on all remote access (VPN, RDP, etc.) to the network or LOB applications (including hosted email).
   o Machines that are NOT corporate owned and managed are not allowed to connect to the Client production network either directly or via VPN. A bring your own device (BYOD) network and a guest network can be created for providing internet access for non-corporate owned devices.
   o Unless there is no workaround, no user shall have administrative rights on the credentials they use for their daily work.
   o All machines on the network must have the entire EasyIT Core Security Suite actively running on them.
   o All Windows machines on the production network will comply with EasyIT local machine policy best practices. Note, best practices are subject to change to evolve with current threat landscape.
   o All Windows machines (servers, desktops, laptops, etc.) on the production network will have Multi-Factor Authentication (MFA) implemented for administrative access.
   o All out of support operating systems will be disconnected from the production network.
   o Client shall maintain an appropriate cybersecurity policy through their insurance carrier.
   o Client employees that are granted access to the EasyIT toolset (RMM, AV, and other tools) must abide by EasyIT security standards including but not limited to : 1) Utilize individual credentials that they will not share. 2) Utilize dual factor authentication. 3) Agree to access these tools only from company owned, operated and managed workstations.

11. All Client support calls should be channeled through the EasyIT help desk,unless an alternate protocol has been agreed upon by both EasyIT and Client.

12. Client needs to provide direction/instruction/protocols to EasyIT for proper handling of any service interruption and/or issue detected by automated remote monitoring system.

13. The appropriate location at which support work is performed, on the client site or remotely, is at the sole discretion of EasyIT.

14. Any service requests for 'Non-Emergency' ticket items outside normal business hours may be subject to additional charges.

15. Unless specifically addressed in this document, general IT management (Virtual CTO services) are limited to five (5) hours a month.

16. Client must maintain current licensing for all installed software. EasyIT is not responsible for Client's failure to maintain current licenses. Client will indemnify and defend EasyIT and its parent company, Capital City Consulting, Inc., and their employees, officers, directors, shareholders, agents, representatives, successors and assigns from any and all claims to the extent arising from Client's infringement of the intellectual property rights of any third party.

17. **This statement of services assumes that all equipment (desktops and servers) are initially in good functioning order (i.e., no viruses, no hardware failures, no spyware, etc.). Efforts to bring Client environment up to good functioning order will be billed outside of this statement of services and subject to standard hourly rates and/or be specifically included in the pre-engagement tasks.**

18. Client must use effective Group Policies on an Active Directory domain and/or effective Configuration and Compliance Policies in Microsoft Endpoint Manager as dictated by industry best practices.

19. EasyIT provides patching services for Microsoft products (operating systems, Office, SQL, etc.) and various 3rd party software (Adobe Reader, Flash, Chrome, Java, etc.). It does not have a mechanism to manage the patching of web content management systems, non-Windows Web servers, Linux, etc. These services are performed outside of this agreement.

STATEMENT OF SERVICES ACCEPTANCE

This Statement of Services is entered into as of the date printed below. The undersigned represents and warrants that they are duly authorized to bind that entity to this Agreement. There are no intended or implied third-party beneficiaries to this agreement.

A signature on this page by an authorized Client representative indicates your acceptance of this Statement of Services and grants EasyIT the right to begin work under this agreement as of _____ and begin monthly billing as of _____.

IN WITNESS WHEREOF, authorized representatives of Client and EasyIT have executed this Agreement.

City of Powell　　　　　　　　　　　　　　　　**Capital City Consulting, LLC.**
(Client)　　　　　　　　　　　　　　　　　　　**(EasyIT)**

Signature: _____　　　　　　　Signature: _____

Name: _____　　　　　　　　　Name: _____

Title: _____　　　　　　　　　　Title: _____

Date: _____　　　　　　　　　　Date: _____

EasyIT®

2023 HOURLY RATE SHEET

Service Option	Discounted Bill Rate	Normal Bill Rate
Coordinator	$115/hour	$130/hour
Desktop Engineer	$115/hour	$130/hour
Systems Engineer	$145/hour	$160/hour
Project Manager	$170/hour	$190/hour
Senior Systems Engineer	$195/hour	$220/hour
Systems Architect	$245/hour	$285/hour
Virtual CTO Services/Management Consulting	$275/hour	$325/hour

As of November 3, 2022