

RESOLUTION NO. 2022-_____

CITY OF TONTITOWN, WASHINGTON COUNTY, ARKANSAS

A RESOLUTION AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE A SERVICE AGREEMENT WITH TELECOMP HOLDINGS, INC. FOR IT SERVICES IN THE CITY OF TONTITOWN, ARKANSAS

WHEREAS, the City of Tontitown desires to enter into a Service Agreement with TeleComp Holdings, Inc. for IT services; and

WHEREAS, the Service Agreement, a draft of which is attached hereto as Exhibit "A", will provide for remote support, onsite services, and vendor management of the City's covered IT systems and shall renew a one-year term which is renewable; and

WHEREAS, after thorough review, the City Council has determined it is in the best interest of, and benefit to the citizens of Tontitown to negotiate and execute a Service Agreement with TeleComp Holdings, Inc. for IT services.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Tontitown, Arkansas:

Section 1. The City Council hereby authorizes the Mayor to negotiate and enter into a Service Agreement for IT Services with TeleComp Holdings, Inc., in a form similar to the draft attached hereto as Exhibit "A", and the Mayor is hereby authorized to take any and all further action which may be necessary in order to carry out and perform the purposes and intents of this Resolution and Service Agreement.

PASSED AND APPROVED this ____ day of _____ 2022.

APPROVED:

Angela Russell, Mayor

ATTEST:

Rhonda Ardemagni, City Clerk-Treasurer



MSP Agreement



1. Term of Agreement

This Agreement between City of Tontitown herein referred to as Client and TeleComp Holdings, Inc. herein after referred to as TeleComp, is effective on the date as indicated in Section 2 of this agreement, and shall remain in force for a period of three years. The Service Agreement shall renew for subsequent one-year terms beginning on the day immediately following the end of the Initial Term or a Renewal Term unless either party gives the other sixty (60) days' prior written notice of its intent not to renew this Agreement.

- a) This Agreement may be terminated by either Party upon thirty (30) days' written notice if the other Party:
 - a. Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days of receipt of such written notice.
 - b. Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of such written notice.
 - c. Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.
- b) In the event Client terminates this Agreement without cause, Client shall pay all remaining amounts that would be due over the remaining life of the Agreement. To constitute "cause," TeleComp must fail to remedy a breach of any material term or condition under the Agreement within thirty (30) days after written notice of said breach by Client.
- c) If either party terminates this Agreement, TeleComp will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay TeleComp the actual costs of rendering such assistance. TeleComp may require an advance deposit for the estimated amount of its fees to assist in the transition as a condition to its duties under this sub-paragraph.

2. Fees and Payment Schedule

Fees will be \$4,720.00 per month, which the Customer agrees to begin paying once all FortNOC services are installed and running. The pricing of this agreement is based on the number of one or all of the quantity of devices, non-disabled users and/or data as outlined in Appendix C, it is understood that as devices, users and data are added or removed to the network infrastructure, the price of the MSP services will also be increased or decreased without the renegotiation of this agreement per the schedule outlined in Appendix C. Refer to Appendix B for services covered by the monthly fee under the terms of this Agreement. Furthermore, a device may exist in a physical or virtual configuration but will be charged based on the number of systems that require maintenance and/or support where applicable, regardless of the configuration. Services may be suspended or TeleComp may commence actions to terminate this Agreement if the auto debit fails or payment is not received by the last day of the month invoiced. All invoices not paid by the last day of a month shall bear interest at the rate of 1% per month, compounded monthly.

For TeleComp to provide the services as outlined in this agreement TeleComp must go to the Client's place of business or do a remote installation to install software, talk with users, take inventory and perform other processes related to the documentation and knowledge of the Client's network and entered related information into TeleComp's management systems. TeleComp will also enter Support Requests for all issues discovered or discussed during the process and will begin work on these Support Requests as appropriate based on the urgency of these requests. This process is described as the SLA Start Process.

The effective date of this agreement shall be 5 business days from the date this agreement is signed by both parties. Client understands that TeleComp will not provide all of the services outlined in this agreement until the SLA Start Process is completed but will respond to any and all requests from Client in a reactive capacity. All calls received by TeleComp and work performed will be covered under the terms of this agreement. The SLA Start Process will begin within approximately 30 days.

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3. Taxes

It is understood that any Federal, State or Local taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to TeleComp for the state of use.

4. Coverage

Remote Support, Onsite Services and Vendor Management of Client's Covered IT systems will be provided to Client by TeleComp through remote means between the hours of 8:00 am - 5:00 pm Monday through Friday, excluding public holidays. All services qualifying under these conditions, as well as Services that fall outside this scope will fall under the provisions of Appendix B.

It is understood that any and all Services requested by Client that fall outside of the terms of this Agreement will be considered Projects, and will be quoted and billed as separate, individual Services.

Support and Escalation

TeleComp will respond to Client's Cases under the provisions of Appendix A, and with best effort after hours or on holidays. Cases should be opened by Client's designated I. T. Contact Persons/Area or Division Managers if possible via the Case Manager Portal to TeleComp's Help Desk, or by phone if portal is unavailable. Each call will be assigned a Case Number for tracking. TeleComp's escalation process is detailed in Appendix A.

Service outside Normal Working Hours

Emergency services performed outside of the hours of 8:00 am - 5:00 pm Monday through Friday, excluding public holidays, shall be subject to provisions of Appendix B.

Limitation of Liability

In no event shall TeleComp be held liable for indirect, special, incidental or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs. Client understands and agrees that TeleComp cannot ensure that client will have uninterrupted services throughout the Agreement Term, and TeleComp makes no warranties that it is able to assure uninterrupted services. Accordingly, occasional outages that are repaired with due speed and reasonable skill shall not be deemed to be a breach of this Agreement and it shall have no liability to client for such interruptions that are remedied as soon as conditions reasonably permit.

Privacy and Security

TeleComp understands and acknowledges that in the course of performing services for Client, it will be exposed and have access to certain confidential information regarding Client and its clients and the services or products Client is providing to its clients, including, but not limited to, client data and information, financial information regarding the Client and its clients, technical information regarding Client's computer programs and applications, computer files, business plans, marketing plans, contractual information, financial information, and the like (collectively, the "Confidential Information").

In consideration of Client entering into this Service Agreement with TeleComp, TeleComp shall treat and maintain any and all Confidential Information received from Client, whether written, oral or otherwise, in the strictest and total confidence, shall not use or disclose (directly or indirectly), and shall prevent the disclosure of any such Confidential Information at any time or in any manner to any third parties; provided that TeleComp may disclose the Confidential Information to its employees who need to know the Confidential Information in connection with the services to be provided to Client hereunder, but only if such employees have signed a written agreement prohibiting them, both during and after their employment by TeleComp, from using the Confidential information for any purpose other than as provided herein or from disclosing the Confidential information to any other person, corporation or other entity.

TeleComp shall return to Client all Confidential Information obtained by TeleComp pursuant to this Agreement upon the earlier termination of this Service Agreement, or, on Client's demand. TeleComp covenants and promises that no copies shall be made of any of the Confidential Information relating to Client's clients or the services Client is providing to such clients.

TeleComp recognizes and agrees that disclosure or use of the Confidential Information in violation of this Agreement will cause irreparable harm to Client and its clients, inadequately compensable in damages. TeleComp agrees that Client may

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seek and obtain injunctive relief against the breach or threatened breach of this Agreement, in addition to all other remedies which may be available, and TeleComp hereby consents to the granting of such equitable relief. TeleComp further agrees to indemnify and defend and hold Client harmless from and against any and all damages, liabilities, losses, costs and expenses (including without limitation reasonable attorneys' fees and the costs of investigation and any direct, indirect, incidental and consequential loss or damage) incurred by Client as a result of any use or disclosure of the Confidential Information by TeleComp or its employees or any other person, corporation or other entity within TeleComp's control in a manner inconsistent with this Agreement.

5. No Hire Agreement; Exceptions

In consideration of the other agreements herein contained, Client agrees that it will not, at any time during the term of this Agreement as it may be extended by mutual agreement or for a period of six (6) months after the termination hereof, hire or attempt to hire any employee of TeleComp with whom Client has had personal, telephone or technology contact or who has provided services to Client pursuant to the terms of this Agreement even if Client has not had direct contact with such employee. This limitation shall not apply to general, indirect or public solicitations for employees to which an employee of TeleComp responds without specific or direct solicitation by Client or as a result of actions on the part of Client to make one or more TeleComp employees aware of such solicitations for employees that are unique to such TeleComp employees or that are different than the solicitations made to other qualified persons. This Agreement shall be specifically enforceable by injunction or other equitable remedy. In lieu of equitable relief, TeleComp may elect and Client agrees to pay TeleComp liquidated damages equal to one (1) year's annual gross salary of each employee hired by Client in violation of the terms and provisions of this Paragraph, it being understood and agreed that this amount is the estimated cost to TeleComp of hiring, training and making productive a new employee.

6. Additional Maintenance Services

Hardware/System Support

TeleComp shall provide support of all covered systems specified in Appendix B, provided that all Hardware is covered under a currently active Vendor Support Contract. Replaceable parts are readily available, and all Software is Genuine, Currently Licensed and Vendor-Supported. Should any hardware or systems fail to meet these provisions, they will be excluded from this Service Agreement. Should 3rd Party Vendor Support Charges be required in order to resolve any issues, these will be passed on to the Client after first receiving the Client's authorization to incur them.

Virus Recovery for Current, Licensed Antivirus protected systems

This Service is limited to those systems protected with a Current Managed Security contract with TeleComp. If Client does not maintain a Managed Security Contract, repair and/or recovery may be billed at TeleComp's normal hourly rate. As security requirements change and the needs of Client's business change, TeleComp may recommend changing cyber-security software to best protect the Client's organization.

Monitoring Services

TeleComp will provide ongoing monitoring and security services of all critical devices as indicated in Appendix B. TeleComp will provide monthly reports starting at day 90 of this agreement and will document critical alerts, scans and event resolutions to Client. Should a problem be discovered during monitoring, TeleComp shall make every attempt to rectify the condition in a timely manner through remote means.

7. Suitability of Existing Environment

Minimum Standards Required for Services

In order for Client's existing environment to qualify for TeleComp's FortNOC Service, the following requirements must be met:

1. All Servers with Microsoft Windows Operating Systems must be running a current and supported Windows Server operating system, and have all of the latest Microsoft Service Packs and Critical Updates installed.
2. All Desktop PC's and Notebooks/Laptops with Microsoft Windows Operating Systems must be running a current and supported Windows Professional Desktop operating system.
3. All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported.
4. The environment must have a currently licensed, up-to-date and Vendor-Supported Server-based Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email.
5. The environment must have a currently licensed, Vendor-Supported Server-based Backup Solution. If the backup solution needs repair, this may be billed at a separate rate if the hardware is not suitable to support the environment.

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6. The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet.
7. Any Wireless data traffic in the environment must be secured with a minimum of 128bit data encryption. Costs required to bring Client's environment up to these Minimum Standards are not included in this Agreement unless specified in **Appendix B**.

8. Excluded Services

Service rendered under this Agreement does not include:

1. Parts, equipment or software not covered by vendor/manufacturer warranty or support.
2. The cost of any parts, equipment, or shipping charges of any kind.
3. The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind.
4. The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees of any kind.
5. The cost to bring Client's environment up to minimum standards required for Services.
6. Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
7. Full version upgrade of the operating system(s) of workstations. Example: Upgrading from Windows 7 Pro to Windows 10 Pro.
8. Service and repair made necessary by the alteration or modification of equipment other than that authorized by TeleComp, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than TeleComp.
9. Maintenance of Applications software packages, whether acquired from TeleComp or any other source unless as specified in Appendix B.
10. Travel costs to remote locations is not included and will be billed at appropriate mileage rates or on a reimbursement basis if other means of travel is deemed necessary by both parties. TeleComp's normal hourly rate may apply.
11. Programming (modification of software code) and program (software) maintenance
12. Classroom based training services of any kind.
13. Workstation Installation or Replacement
14. Installation of new server(s) or network equipment (firewall, Managed Switch, etc.).
15. Migrating from a local server to a Cloud based or Remote based server.
16. Upgrades troubleshooting non-network related issues or repair of the core phone system or handset devices.

9. Miscellaneous

This Agreement shall be governed by the laws of the State of Arkansas. It constitutes the entire Agreement between Client and TeleComp for monitoring/maintenance/service of all equipment listed in "Appendix B." Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by Client.

TeleComp is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

Implementation will require inventorying of all network devices. This may require onsite assistance from employees of client. As a result, Client agrees to provide assistance by employees for this simple process (5 - 10 minutes a device).

In the event the client has workstations, servers, firewalls or other critical infrastructure components that are out of warranty, or not warranted by HP, Cisco, Dell, IBM or other well-known hardware manufacturer, repair times may be affected to the extent that replacement parts are located and are shipped to provider or client facilities. Response times will not be affected by these conditions.

10. Update or Modification clause

Because this support agreement is being entered into with an understanding that both parties wish the agreement to be in the best interest of both parties, a meeting may be requested quarterly by either party to re-negotiate the terms of this agreement in good faith.

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11. Acceptance of Service Agreement

This Service Agreement covers only those services and equipment listed in " Appendix B." TeleComp must deem any equipment/ services Client may want to add to this Agreement after the effective date acceptable. The addition of equipment/services not listed in "Appendix B" at the signing of this Agreement, if acceptable to TeleComp, shall result in an adjustment to the Client's monthly charges.

12. Oklahoma County Government Cancellation Provisions

Notwithstanding any other term or provision in the MSP Agreement ("Agreement"), or in any appendix or attachment thereto, including any agreement for services or products, in accordance with Title 62 O.S. § 430.1 and Title 19 O.S. § 339, the term of this Agreement will extend beyond 07/18/2023, and for any subsequent year, only if the Agreement is mutually ratified by Client and TeleComp for each of those fiscal years. Client agrees that its Board of Commissioners will take action to ratify or not ratify this Agreement for the next ensuing fiscal year and will promptly notify TeleComp of whether the Agreement is ratified or not ratified for that fiscal year.

IN WITNESS WHEREOF the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:

Authorized Signature TeleComp Holdings, Inc. Date

Authorized Signature (Client) Date

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Appendix A

Response and Resolution Times

The following table shows the targets of response and resolution times for each priority level:

(Client has the right to determine the priority for any issue)

Trouble Suggestions	Priority	Response time (in hours) *	Resolution time (in hours) *
Service not available (all users and functions unavailable)	1	Within 1 hour	ASAP- Best Effort
Significant degradation of service (large number of users or business critical functions affected)	2	Within 4 hours	ASAP- Best Effort
Limited degradation of service (limited number of users or functions affected, business process can continue)	3	Within 24 hours	Within 48 hours or Best Effort
Small service degradation (business process can continue, one user affected).	4	Within 48 hours	Within 48 hours or Best Effort

Service Request Procedure

1. Support Request is Received
2. New Case is Created and assigned a Case Number
3. Issue is Identified and documented in Help Desk system
4. Issue is qualified to determine if it can be resolved through Help Desk Support

If issue can be resolved through Help Desk Support:

5. Help Desk Resolution - issue is worked to successful resolution
6. Quality Control - Issue is verified to be resolved to Client's satisfaction
7. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

If issue cannot be resolved through Help Desk Support:

8. Issue is escalated to a second technician or dispatch initiated for onsite Support (Tier 2 Support)
9. Second technician will begin work or onsite support will be scheduled or dispatched as deemed appropriate.

If issue can be resolved through Tier 2 Support:

10. Level 2 Resolution - issue is worked to successful resolution
11. Quality Control - Issue is verified to be resolved to Client's satisfaction
12. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

If resolution is not acceptable at any time:

Issues may be escalated to TeleComp Executive Management as necessary at any time.

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Appendix B

FortNOC Command

Description	Frequency	Included in Maintenance
<i>General</i>		
Document software and hardware changes	As performed	YES
Monthly reports of work accomplished, work in progress, etc.	Monthly	YES
Workstation Replacement or Installation	As Requested	NO

Description	Frequency	Included in Maintenance
<i>Systems</i>		
Ensure that all server services are running	Constantly	YES
Keep Service Packs, Patches and Hotfixes current as per company policy	Monthly/As necessary	YES
Check event log of every server and identify any potential issues	As things appear	YES
Monitor hard drive free space on server, clients	Constantly	YES
Reboot servers if needed	As needed	YES
Run defrag and chkdsk on all drives	As needed	YES
Scheduled off time server maintenance	As needed	YES
Install software upgrades	As needed	YES
Determine logical directory structure, Implement, and detail	Revisit Monthly	YES
Set up and maintain groups (accounting, admin, printers, sales, warehouse, etc)	As needed	YES
Alert point of contact to dangerous conditions <ul style="list-style-type: none"> - Memory running low - Hard drive showing sign of failure - Hard drive running out of disk space - Controllers losing interrupts - Network Cards report unusual collision activity 	As needed	YES
Educate and correct user errors (deleted files, corrupted files, etc.)	As needed	YES
Clean and prune directory structure, keep efficient and active	Monthly	YES

Description	Frequency	Included in Maintenance
<i>Meeting / Planning</i>		
Quarterly Meetings & Planning	Quarterly (if desired)	YES
Annual Budgeting Review	Annual	YES

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FortNOC Secure

Firewall

Check firewall logs and alerts	Constantly	YES
Performance Monitoring/ Capacity Planning	Constantly	YES
Major SW/HW upgrades to firewall	As needed	YES
Configure and modify VPN services	Constantly	YES
Monitor intrusion detection and prevention systems	Constantly	YES
Configure and modify firewall and routing configurations	As needed	YES

Endpoint Protection

Check endpoint alerts	Constantly	YES
Confirm that antivirus virus definition auto updates have occurred	As Needed	YES
Confirm that virus updates have occurred	As Needed	YES
Set up new users including login restrictions, passwords, security, applications, and VPN's	As Needed	YES
Monitor for unusual activity among users	Ongoing	YES
Configure and modify endpoint protection policies	As Needed	YES

FortNOC Vault

Backups

Local & cloud backup success monitoring	Daily	YES
Remediation of failed backups	As Needed	YES
Testing of local Disaster Recovery failover	Twice yearly	Yes

FortNOC Connect

Networks

Monitoring network systems	Constantly	YES
Monitoring and maintaining wireless networks	As Needed	YES
Performing network equipment software and hardware upgrades	As Needed	Yes
Maintain office connectivity to the Internet	Ongoing	YES

Implementation Process/Special Addendums

Labor to implement agreement to computers and servers is included, however TeleComp may request a budget set aside for issues that occur. Examples: hardware that is mutually determined to be sub-standard during review of network equipment and devices. Anti-Virus/Anti-Spyware software that is not current.

Budget Requested: ___ TBD _____

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Appendix B (cont.)

Service Rates

Labor	Rate
Remote PC Management/ Help Desk for FortNOC Command 8am-5pm M-F	INCLUDED
Remote Network Management for FortNOC Connect 8am-5pm M-F	INCLUDED
Remote Server Management for FortNOC Command 8am-5pm M-F	INCLUDED
24x7x365 Network Monitoring for FortNOC Connect	INCLUDED
Onsite Labor for all FortNOC Services 8am-5pm M-F	INCLUDED
Remote PC Management/ Help Desk for FortNOC Command 5:01pm-7:59am M-F & weekends for critical issues	INCLUDED
Remote Network Management for FortNOC Connect 5:01pm-7:59am M-F & weekends for critical issues	INCLUDED
Remote Server Management for FortNOC Command 5:01pm-7:59am M-F & weekends for critical issues	INCLUDED
Onsite Labor for all FortNOC Services 5:01pm-7:59am M-F & weekends for critical issues	At \$253.50/hr

- Critical issues as defined in Appendix A

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Appendix C

Notwithstanding the preceding provisions regarding fees, in no event shall the total fees due Service Provider be less than \$4,720.00 per month without renegotiation of this agreement.

FortNOC Secure

Description	Recurring	Qty	Ext Recurring
FortNOC Cloud Managed Firewall - XGS - Midsize	\$225.00	1	\$225.00
FortNOC Cloud Managed Firewall - XGS - Midsize			
Recurring Subtotal:			\$225.00

FortNOC Vault

Description	Recurring	Qty	Ext Recurring
FortNOC Vault - Per Server	\$25.00	4	\$100.00
Server backup service, per server			
FortNOC Vault - Per TB	\$150.00	2	\$300.00
Backup service storage, per TB			
Recurring Subtotal:			\$400.00

FortNOC Command

Description	Recurring	Qty	Ext Recurring
FortNOC Command - Workstation	\$75.00	42	\$3,150.00
24/7/365 service desk for end user support.			
FortNOC Command - Server	\$135.00	5	\$675.00
FortNOC Command - Server -24x7x365 Network Operations Center -8x5 Onsite Engineer Support			
Recurring Subtotal:			\$3,825.00

FortNOC Connect

Description	Recurring	Qty	Ext Recurring
FortNOC Cloud Managed WiFi - Advanced Access Point	\$30.00	3	\$90.00
FortNOC Cloud Managed Switch - L2 48 Port PoE+	\$60.00	3	\$180.00
Recurring Subtotal:			\$270.00

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After Hours Contact Information

Technical Contact Will Sweeney Title _____

Email Address wsweeney@tontitownar.gov Phone Number _____

Owner/Pres. Contact _____ Title _____

Email Address _____ Phone Number _____

Escalation Contact Information

(Senior Executives, Managers, or Supervisors who have the ability to escalate a Service Request)

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

Authorization

I, Will Sweeney, acting on behalf of Client and with full authority to execute this Authorization, hereby authorize TeleComp to use the name and logo of Client as part of TeleComp's products and services ("Testimonial Information"), and to use such Testimonial Information in TeleComp's communications that identifies new clients utilizing TeleComp's products and services.

COMPANY NAME

By: _____

Title: _____

Dated: _____

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RELEASING

UNITED STATES DEPARTMENT OF JUSTICE

1. Name of the person or organization: _____
2. Address: _____
3. City: _____
4. State: _____
5. Zip: _____

6. Reason for release: _____

7. Date of release: _____
8. Signature: _____
9. Title: _____
10. Agency: _____
11. Phone: _____
12. Fax: _____

13. Remarks: _____

14. Date of entry: _____
15. Initials: _____
16. Signature: _____
17. Title: _____

18. Date of release: _____