

## AGREEMENT TO PROVIDE SERVICES

This Agreement is dated as of this \_\_\_\_ day of \_\_\_\_\_, 2016 ("Effective Date") and is made by and between Manitowoc Public Utilities ("MPU") and City of Manitowoc ("City").

### RECITALS

WHEREAS, MPU is a municipal public utility organized under Wis. Stats. §66.0825 and Manitowoc Municipal Code Chapter 12; and

WHEREAS, MPU is an operating municipal utility with a full staff of employees capable of performing various information technology ("IT") services; and

WHEREAS, City has no IT employees of its own and desires to contract with MPU for the performance of IT services and related functions, and

WHEREAS, MPU is willing to provide such services to City to the extent and upon the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual promises contained in this Agreement, the parties agree as follows:

1. *Performance of Services by MPU for City.* MPU shall provide certain IT services for City, commencing on the Effective Date of this Agreement as more particularly set forth on Schedules 1 and 2 of this Agreement, incorporated herein by reference ("Services").
2. *Term.* This Agreement shall commence on the Effective Date and shall continue for a 5-year period (the "Initial Term"). Thereafter, this Agreement shall renew for an additional 5-year term (the "Extended Term") unless terminated by any party upon provision of at least 2-year written notice, which notice shall be provided to all parties and shall specify the date of termination. Upon termination of this agreement, any outstanding balance on the phone system lease to own program shall be paid in full.
3. *Method of Performing Services.* MPU, at its sole discretion, shall assign its employees to perform the Services as required and with reasonable expediency.
4. *Compensation.* MPU shall be compensated for Services performed under this Agreement on a monthly basis according to the two following components:
  1. Third Party Maintenance and Support Agreements
  2. Employee Expense
  3. Phone system lease to own program (as defined in Schedule 3)

The Third Party Maintenance and Support Agreements consist of allocated costs for hardware and software maintenance and support agreements. Each year a list of the projected agreements for the upcoming year shall be developed showing the contracts, the projected amounts, and the allocation of the costs for such Third Party Support and Maintenance Agreements. These costs will be calculated on an annual basis and billed on the monthly invoice at 1/12 of the annual amount.

The Employee Expense will consist of two sub-components. The first sub-component shall be equal to 50% of the expected labor and overhead expense of the administrative staff for the MPU IT department. These costs will be calculated on an annual basis and billed on the monthly invoice at 1/12 of the annual amount. The second sub-component shall be equal to 50% of the expected labor and overhead expense of the hourly staff for the MPU IT department. These costs will be billed based on the actual labor hours that have been reported on the MPU employee timecards multiplied by the applicable hourly billing rate for the employee. The applicable hourly billing rate will be calculated as 1.8 times the employee current rate of pay. These costs will be billed on the monthly invoice. The proposed budget numbers for these expenses for the following year will be provided by September 1<sup>st</sup> of the current year. Schedule 3 to this agreement shows the format to be used and the proposed budget numbers for these expenses for 2016.

5. *Waiver of PILOT on IT Infrastructure* The City agrees not to impose or collect PILOT on any IT infrastructure assets paid for by City and in turn MPU will not invoice any fees under this agreement to recover PILOT costs.

6. *IT Infrastructure Replacement* The City acknowledges that the IT infrastructure (hardware and software) must be of sufficient quality, condition and repair, and the City agrees to maintain its IT infrastructure in the appropriate quality, condition and repair at its sole cost and expense, in order to perform the necessary functions to support the City's organizational needs. If MPU determines that the City's hardware is not of sufficient quality, condition and repair, MPU shall notify the City in writing of the hardware deficiencies. The City will strive to remedy any hardware deficiencies within 30 days of notification.

7. *Service Level Agreement.* MPU will have technical staff on-call 24 hours per day. MPU will use reasonable efforts to ensure the continuous availability of the network without interruption. Notwithstanding, the City acknowledges and agrees that, from time to time, the Services may be temporarily unavailable during periods of testing, maintenance, repair, or during other periods caused by events of force majeure or by the failure of software or hardware. MPU will maintain a work order ticketing system for the input of IT related work requests, tracking the requests, and for reporting purposes. MPU will also maintain a Network Monitoring System to track and report on the reliability of the IT network.

8. *Payment.* Payment for Services provided by MPU under this Agreement shall be charged on a monthly invoice sent by MPU to City and paid in 30 days with late charges of 1% per month applied for invoices that are over 30 days due.

9. *Direction on Requested Services.* The City will designate a primary contact that will provide the direction for any IT related services requested by the City. Any new initiatives that involves IT related services shall be brought forward by this primary contact for discussion purposes to determine if adequate resources are available to support the proposed new initiative.

10. *Indemnification.* City hereby waives any claim it may have against MPU in connection with MPU's performance under this Agreement and shall indemnify and hold MPU, its officers, agents and employees harmless from and against all liability, damages, losses or expenses for any action taken by any employee of MPU performing Services, except for reckless or willful misconduct. MPU shall maintain its normal liability, automobile, worker's compensation and all other insurance on its employees providing Services under this Agreement, which shall provide reasonable coverage to the MPU employees while performing such Services.

11. *Independent contractor.* MPU shall be an independent contractor and not an agent or employee of City, and as such, MPU shall not have any right or power or authority to enter into any contracts, agreements or other commitments of any kind on behalf of City. All employees of MPU providing services under this Agreement shall at all times remain employees of MPU and shall not be employees or agents of City. MPU remains responsible for all insurance coverage and benefits for its employees providing Services under this Agreement.

12. *Confidentiality.* Each party and their respective employees shall maintain the confidential nature of all information obtained as a result of services performed pursuant to this Agreement in accordance with all applicable local, state and federal rules, ordinances, regulations, statutes and laws. Notwithstanding the above, nothing herein is intended to violate any obligations either party may have with respect to Wisconsin's open meetings and public records laws set forth in Chapter 19 of the Wisconsin Statutes.

13. *Notices.* Any notice provided for or concerning this Agreement shall be (a) in writing and delivered by person, mail or facsimile or (b) sent by electronic transmission with reasonable verification of receipt by the party to whom the notice is transmitted, to the following:

If to MPU:

Manitowoc Public Utilities  
1303 South 8th Street  
PO Box 1090  
Manitowoc, WI 54221-1090

Attention: General Manager

If to City:

City of Manitowoc  
900 Quay Street  
Manitowoc, WI 54220

Attention: City Clerk

Such notice shall be effective when received by the parties to whom it is sent:

14. *Governing Law.* This Agreement shall be governed by the laws of the State of Wisconsin

15. *Entire Agreement.* This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement. Any modification of this Agreement or any additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing by an authorized representative of each party.

16. *Limitation on Liability.* Neither party waives the limits, protections or requirements set forth in Wis. Stat. § 893.80., by entering into this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

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CITY OF MANITOWOC

By: \_\_\_\_\_  
Justin M. Nickels, Mayor

By: \_\_\_\_\_  
Jennifer Hudon, City Clerk

Date: \_\_\_\_\_

MANITOWOC PUBLIC UTILITIES

By: \_\_\_\_\_  
MPU Commission President

Date: \_\_\_\_\_

# Schedule 1

## MPU IT Services Required by the City of Manitowoc

### Networking and Communications

- Provide network connectivity and subnet management.
- Support and service all network hardware and infrastructure.
- Manage and service all Wireless Access Points.
- Provide Firewall Gateways to the internet that filter web malware, block outbound ports, provide Network Address Translation (NAT to servers as required), provide Intrusion Protection and allow VPN connections.
- Provide remote VPN.
- Provide Exchange 2010 Collaboration and email or equivalent.
- Provide email spam and virus filtering.
- Provide Smartphone integration and support.
- Maintain Widows Active Directory and Domain Controllers.
- Support and service the City Phone system and features.

### Database and Files

- Manage all City Databases. Comply with HIPAA regulations.
- Maintain User Account Security to include updating of all user accounts and permissions. Edit temporary employee accounts.

### Data Backup and Restore

- Maintain off-site server replication for Disaster Recovery
- Provide backup and restore/recovery services to the file level on a daily incremental basis and full file backups for minimum six months.
- Provide backup of evidence server to tape or disk storage which is stored offsite for the Police Department.

### Applications

- Provide programming support for all applications listed in Schedule 2.
- Provide end-user support for all software applications listed in Schedule 2.
- Provide end-user support and training for Microsoft Office, Outlook (email), WordPerfect, Adobe Pro, Symphony, and the Internet
- Provide Helpdesk services as needed to include Windows Desktop.
- Support the detection and removal of malware to the desktop level

- Coordinate with vendors to correct any issues identified with their vendor-supplied software.

## Public Safety

- Provide technical support of the Emergency Government Response Team.
- Support of all hardware and network connectivity for the Police Mobile system. This includes first level diagnosis of Squad hardware and routing of the data to the County.
- Provide a Local Area Security Officer for compliance of CJIS Policy for the Police Department.
- Support Police connectivity to District Attorney's Office.

## General Support

- Tax bills
  - Calculation and production of special assessments and regular tax bills;
  - Ordering of tax bills and coordinating the stuffing of bills;
  - Coordination with local financial institutions for the collection of the tax bills;
  - Posting of tax files from local institutions and distribution of proceeds to the City;
  - Calculation, production, and roll over of tax, assessment, and collection tax rolls; and
  - Transfer of uncollected taxes to the County;
- Website
  - Training, updating, and maintenance of Civic Plus (City's website) and the assessor's page on the website.
- Licenses
  - Calculation, Production, and Reconciliation of dog & cat licenses support to treasurer's office.
- Property Notices
  - Generate Personal Property Notices and Letters for assessor, city attorney, and finance director.
- Department of Revenue Reporting
  - Commit file uploads for the following:
    1. Direct deposit and pre-notes for payroll;
    2. Quarterly unemployment reporting;
    3. Wisconsin Retirement; and

#### 4. Federal and State Department of Revenue reporting.

- Utility Billing
  - Provide utility bill data extract and reporting.

### Administrative Support

- Attend management meeting to act as an advisor to mayor and city department heads.
- Assist with the research, recommendation and purchase of new hardware and software.
- Develop the recommended capital budget for the IT requirements for the City.
- Develop the recommended O&M budget for IT services.

### Miscellaneous

- Assist with setup and take down of seasonal Aquatic Center hardware.
- On call 24/7 to assist with emergencies.
- Support first tier service of all Copiers, Plotters and Printers.
- Run the Class software settlement process on a daily basis.



## Schedule 2

### IT Systems Maintained for Use by the City of Manitowoc

#### Hardware

##### Virtual Servers

- CLTserver Application server for tax and assessment software
- DPW-Faster Application server for DPW Fleet Management software
- Springbrook Application and database server for City Finance software
- Exchange2010 Email server
- MPU-web webserver for assessor website
- DC01 Domain controller for user account management
- DC02 backup domain controller for user account management
- MPLsrv1 Library file server
- PDserver Police file server
- A-server Amazon software database and application server
- Orasrv Oracle database server for City applications
- MPU-lserver Fire Department website server
- CITY\_SERVER City file server.
- IMC HP IMC monitoring software.
- MPU\_Persona VDI Persona file storage.
- MPU-VC VmWare VCenter Server.
- MPU-Viewcon1 VDI connection server for internal sessions.
- MPU-Viewconx VDI connection server for external sessions.
- MPU\_VIEWVC VmWare VCenter server for VDI.

##### Physical Servers

- ESX01 Vmware ESX server #1
- ESX02 Vmware ESX server #2
- ESX03 Vmware ESX server #3
- ESX04 Vmware ESX server #4
- Evidence Server
- One Message Switch server
- One IBM AIX server
- One Mobile Gateway server
- 1 HP Compaq Alpha Unix Server
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##### Storage Devices

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- 2 HP 3Par mass storage units
- 2 HP StoreOnce mass storage units (for backup)

#### **Miscellaneous**

- Compliance Vault email recorder
- Martin Security Camera Monitoring at City Hall, Police, Aquatic Center and Zoo
- IP security cameras from Connecting Point.
- PD Mobile: 16 Toughbook Laptops.
- PD Arbitrator: camera and sound recorder – uploaded via secure wireless for 10 units (one per squad) to Video Intake Server in the Evidence room.
- First call for PD data electrics.
- Live Scan
- MorphoTouch fingerprint analyzer

#### **Computer Devices**

- 15 UPS's
- Personal Computers : 97
  - Fire - 3;
  - Police – 29;
  - Mayor – 1;
  - Engineering – 7;
  - Finance – 4;
  - Planning/Building Inspection – 4;
  - Municipal Court – 2;
  - Treasury – 3;
  - Clerk – 5;
  - Senior Center – 6;
  - Rahr West – 5;
  - DPW/Transit/Cemetery – 13;
  - Zoo – 2;
  - Park shop – 3;
  - Aquatic Center – 5;
  - Wastewater Treatment - 5
- Laptops : 23
  - Fire – 3;
  - Police – 7;
  - Mayor – 1;
  - Attorney – 1
  - HR - 1
  - Engineering – 2;
  - Finance – 1;

- Planning/BI – 3;
- 
- Clerk – 2;
- DPW - 2
- Zero Client Devices for VDI (33)
  - Attorney - 2
  - Clerk's – 1
  - DPW – 6
  - Engineering – 2
  - Finance - 1
  - Fire – 12
  - HR – 2
  - PD – 2
  - Planning /Building Insp – 5
- Windows Tablets – Fire (12)
- 15 Network Copiers and Printers
- 18 Standalone Printers
- Digital recorders (clerks, building inspection, and municipal court)
- Scanning devices for election software and treasurer's office
- 8 Fax machines

## Software Applications

- CLT - taxes +assessment;
- Springbrook – finance software;
- Employee Self-service portal;
- Class - recreation;
- Faster - fleet management;
- Fuel Master;
- New World - PD tracking;
- Firehouse;
- TIPSS – Court;
- Sign Inventory;
- Sewer Info;
- Art Collection;
- Lifequest – fire and ambulance billing;
- Compliance Vault;
- ArcGis;
- Landdisc - property pictures;
- SVRS – elections;
- Livescan - finger-printing;
- Outlook – email;

- Explorer – internet;
- Laserfiche - document management;
- AutoCad;
- Backup-Exec;
- Vmware - server management;
- Wasterwater operations; and
- Email Exchange Collaboration

## Network

- 
- Fortigate 300 and Fortigate 100 Firewalls.
- Comcast SMC Internet Modem
- HP 5900 Core Switches (6)
- HP 5120 Edge Switches (18 )
- Ubiquiti Unifi wireless access points (16)
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- Public Wifi with 6 Ubiquiti access points in downtown internet/route/firewall
- Zoo DSL

## Phones

- Smartphones City(7), Fire (2), Police (2), DPW (2), and 3 or 4 alders
- Landlines City Hall (35), Fire (6), Police (12), DPW (6), Senior Center (3), Aquatic Center (4), Cemetery (3), Transit (2), and Wastewater (5).
- AquaCenter VOIP switches.
- Liaison to Creative for VoiceMail and Hybrid Panasonic Switch

## Miscellaneous

- AquaCenter Alarm (data network)
- Provide computer support for Emergency Government Operations at the County
- Support for Hazmat vehicle

## Schedule 3

### 2016 Proposed IT Budget (City)

#### Maintenance Contracts Paid by City

Company	Purpose	Description	2016 Budget
Springbrook	Finance		\$ 66,000
CLT Cama & Tax Billing	Property tax system		\$ 46,500
Civic Plus	Website		\$ 6,500
			\$ 119,000

#### Joint Maintenance Contracts Paid by MPU

Company	Purpose	Description	
Oracle	Databases		\$ 14,500
Various	Server	Unix & Vmware	\$ 8,500
Various	Network		\$ 11,000
Compliance Vault	Email archiving		\$ 2,500
Various	Internet service		\$ 12,000
Various	Phone system support		\$ 4,500
			\$ 53,000
<b>Total Maintenance Contracts</b>			<b>\$ 172,000</b>

#### IT Labor

Overheads & Administration	Estimated administration costs	\$ 68,000
IT Labor	Estimated direct billed labor & expenses	\$ 162,500
<b>Total Labor</b>		<b>\$ 230,500</b>

#### Other Charges

Fiber optic lease to city buildings		\$ 45,000
Phone system <sup>1</sup>	Lease to own on new VOIP phone system	\$ 24,600
Supplies	paper, postage, working tools, etc.	\$ 17,000
Miscellaneous	User Conferences, Unforeseen purchases	\$ 5,000
		<b>\$ 91,600</b>

#### Total O&M Budget

**\$ 494,100**

#### Capital Budget Items

VDI upgrade project	\$ 130,000
Storage system - flash upgrade	\$ 30,000
UPS replacements	\$ 12,500
Email archiving - system replacement	\$ 5,000
<b>Total Capital Budget</b>	<b>\$ 177,500</b>

1 - The phone system lease to own program consists of the replacement of the currently leased phone system with a new VOIP system in 2016. The lease payments will consist of the existing payments under their existing lease program (\$2050/month) and will be applied to the outstanding balance for the city's portion of the new phone system (estimated at \$125,000). The outstanding balance of the phone system project will accrue interest at 2.5% per annum. The outstanding balance of the phone system project may be paid off at anytime with no penalties.