

IT SERVICES AGREEMENT

This IT Services Agreement (“**Agreement**”) is entered into and made effective as of _____, 2023 (the “**Effective Date**”), by and between the **City of Utqiagvik**, an Alaska municipal organization (“**COU**”) and **I. C. E. Services, Inc.**, an Alaska corporation (the “**Service Provider**”). COU and Service Provider are individually a “**Party**” and collectively, the “**Parties**” to this Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Engagement of Service Provider; Additional Statements of Work.

a. COU hereby engages Service Provider, and Service Provider hereby agrees, that during the Term (as defined in Section 2), Service Provider shall provide and perform for the benefit of COU the information technology (“**IT**”) services (“**Services**”) described in the statement of work attached as Exhibit A (the “**SOW**”). Subject to the terms of this Agreement, Service Provider will render the Services set forth in the SOW, including by any completion dates set forth therein. The manner and means by which Service Provider chooses to complete the Services are in Service Provider’s sole discretion and control. In completing the Services, Service Provider agrees to provide its own equipment, tools, and other materials at its own expense unless otherwise set forth in the SOW. COU will make its facilities and equipment available to Service Provider when necessary. Service Provider shall perform the Services in a timely and professional manner consistent with mutually agreed upon deadlines and industry standards, and at a location, place, and time that the Service Provider deems appropriate (except as otherwise expressly provided in the SOW). Service Provider may not subcontract or otherwise delegate its obligations under this Agreement without COU’s prior written consent, as further describe in Section 15 (No Subcontracting or Assignment).

b. COU may request additional services outside of the scope of the SOW (“**Additional Services**”) by providing written notice to Service Provider reasonably detailing the requested services. Promptly after receiving a request for Additional Services from COU, Service Provider shall assess the request to determine if there are circumstances preventing it from providing the Additional Services, and if there are no circumstances preventing it from providing the Additional Services, provide COU with estimated fees and timeline for the Additional Services. If, after receiving Service Provider’s estimates, COU still wants the Additional Services, the Parties shall execute an additional SOW, which shall include a full description of the Additional Services to be rendered under the additional SOW, including the applicable fees and fee schedule, any milestones and milestone payments if applicable, the service levels and acceptance criteria, any materials the Parties will provide, a timeline, and a unique identification number for the SOW and an explicit reference to this Agreement.

2. Term. The term of this Agreement shall begin on the Effective Date, and shall be in effect for 1 year (“**Term**”), unless earlier terminated. The Term may be extended by notice in writing by COU’s authorized representative.

3. Termination.

a. Termination by COU. COU may terminate this Agreement at its convenience, with or without cause, and without any breach by Service Provider upon 30 days’ prior written notice to Service Provider. COU may also terminate this Agreement immediately in its sole discretion upon Service Provider’s breach of this Agreement, including, without limitation, Section 3(c) hereof.

b. Termination by Service Provider. Service Provider may terminate this Agreement at any time upon 30 days’ prior written notice to COU.

c. Mutual Noninterference with Business. During the Term, and for a period of 1 year immediately following the expiration or termination of this Agreement by either Party, each Party agrees not to solicit or induce any employee or independent contractor to terminate, change, or breach an employment, contractual, or other relationship with the other Party.

d. Return of COU Property. Upon termination of the Agreement or earlier as requested by COU, Service Provider will deliver to COU any and all drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies, compilations and summaries thereof, and any other material containing or disclosing any COU Work Product, Third Party Information (as defined in Exhibit B) or Proprietary Information (as defined in Exhibit B) of COU. Service Provider further agrees that any property situated on COU’s premises and owned by COU, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by COU personnel at any time with or without notice.

4. Compensation. As compensation for Service Provider’s Services during the Term, COU hereby agrees to pay Service Provider a monthly fee of \$3,223.00 (the “**Monthly Fee**”) for the Services rendered as approved in Exhibit A and its amendments, which may be pro-rated for any partial month. COU shall pay the Monthly Fee on the first day of each month following the Effective Date until this Agreement is terminated. Payment for any Additional Services, which are pre-approved in writing by COU’s mayor (the “**Mayor**”), will be based on detailed invoicing submitted by Service Provider, itemizing time in ¼ hour increments by day and timekeeper, and including a description of the work performed. Any “not to exceed” cost referenced in this Agreement shall be defined as the maximum expenditure authorized by COU for the Services specified in Exhibit A and shall not constitute a commitment by COU to purchase any specific volume of Services thereof. A “not to exceed” cost is used when the exact cost of the Services cannot be determined beforehand. Service Provider will render the Services in the most cost effective manner to minimize the cost of Additional Services cost to and reimbursable expenses for COU, as further described in Section 5.

5. Reimbursement of Expenses. In addition to compensation to Service Provider set forth in Section 5 hereof, the COU shall reimburse Service Provider for pre-approved, reasonable, and necessary expenses (“**Expenses**”) incurred in connection with the performance of the Services. All Expenses incurred by Service Provider in connection with the performance of the Services, including, but not limited to, economy/coach class air, non-luxury, mid-sized or smaller rental cars, GSA rates for lodging, meals and other incidentals, including per diem, supplies, postage, and overnight mailing charges, will be billed to COU at cost and without any markup, except that Service Provider may charge an 8% markup on any actual out-of-pocket travel and lodging Expenses, provided Service Provider submits verification of such Expenses as the COU may require. Service Provider must obtain prior written approval from the Mayor for any travel (including the scheduled time and duration thereof) and travel-related Expenses. Service Provider agrees to submit original receipts and requests for reimbursement of Expenses. COU agrees to make payment to Service Provider for reimbursement of the Expenses no more than 45 days following COU’s receipt of Service Provider’s request for payment and all receipts of Expenses incurred.

6. Independent Contractor Status; Authority. The relationship of Service Provider to COU is that of an independent contractor and not as COU’s agent, servant, partner, or employee. Service Provider is not the agent of COU and is not authorized to make any representation, contract, or commitment on behalf of COU. Service Provider will not be entitled to any of the benefits that COU may make available to its employees, such as holidays, group insurance, or retirement benefits. Service Provider will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state, or local tax authority with respect to Service Provider’s performance of Services and receipt of fees under this Agreement. COU will regularly report amounts paid to Service Provider by filing Form 1099-MISC and/or other appropriate form with the Internal Revenue Service as required by law. Because Service Provider is an independent contractor, COU will not withhold or make payments for social security; make unemployment insurance or disability insurance contributions; or obtain worker’s compensation insurance on Service Provider’s behalf. Service Provider agrees to accept exclusive liability for complying with all applicable state and federal laws governing self-employed individuals, including obligations such as payment of taxes, social security, workers’ compensation unemployment insurance, disability and other contributions based on fees paid to Service Provider, its agents or employees under this Agreement. Service Provider hereby agrees to indemnify and defend COU against any and all such taxes or contributions, including penalties and interest.

7. Service Provider Representations and Warranties. Service Provider hereby represents and warrants that:

- a. the COU Work Product (as defined in Exhibit B) will be an original work of Service Provider and any third parties will have executed assignment of rights reasonably acceptable to COU;
- b. neither the work product provided to COU, nor any element thereof, will infringe the trade secret, patent, copyright, mask work or other intellectual property rights throughout the world of any third party;

- c. neither the COU Work Product nor any element thereof will be subject to any restrictions or to any mortgages, liens, pledges, security interests, encumbrances or encroachments;
- d. Service Provider will not grant, directly or indirectly, any rights or interest whatsoever in the COU Work Product to third parties;
- e. Service Provider has full right and power to enter into and perform this Agreement without the consent of any third party;
- f. Service Provider will take all necessary precautions to prevent injury to any persons (including employees and invitees of COU) or damage to property (including COU's property) during the Term;
- g. Should COU permit Service Provider to use any of COU's equipment, tools, or facilities during the Term, such permission shall be gratuitous and Service Provider shall be responsible for any injury to any person (including death) or damage to property (including COU's property) arising out of use of such equipment, tools or facilities, whether or not such claim is based upon its condition or on the alleged negligence of COU in permitting its use;
- h. Service Provider is familiar with and will comply (and ensure compliance) with all applicable laws, including, without limitation, employment discrimination and harassment, and federal and state laws governing payment of wages; and
- i. Service Provider warrants that if any governmental agency determines Service Provider to be a common law employee, Service Provider will make no private claim for any benefits or compensation provided to employees of COU.

8. Notices. All notices provided for in this Agreement must be in writing and delivered at the following addresses, or any substitute addresses of which either Party notifies the other, by personal delivery, a nationally recognized overnight courier, or by United States certified or registered mail, postage prepaid and return receipt requested, and shall be effective upon the date of receipt. The mailing address for notice to either Party will be the address shown below. Either Party may change its mailing address by notice as provided by this section.

If to COU:

City of Utqiagvik
Attn: Mayor Asisaun Toovak
P.O. Box 629
Utqiagvik, AK 99723-0629
Email: asisaun.toovak@utqiagvik.us

with a copy to (which shall not constitute notice):

Dorsey & Whitney LLP
Attn: Bonnie J. Paskvan
1031 W. 4th Avenue, Suite 600
Anchorage, AK 99501
Email: paskvan.bonnie@dorsey.com

If to Service Provider:

I. C. E. SERVICES, INC.
Attn: Jake Hanson, Director of ICT
2606 C Street
Anchorage, Alaska 99503
Email: jhanson@iceservices.net

9. Complete Agreement. This Agreement is the final, complete, and exclusive agreement of the Parties and supersedes and merges any and all discussions, agreements, and understandings, whether oral or in writing, between Service Provider and COU with respect to the subject matter contained herein. Each Party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by either Party and that no oral agreements or understandings between the Parties shall be binding upon them.

10. Service Provider Disclosure of other Engagements. COU understands that Service Provider may consult or work with other municipal organizations or companies. As of the Effective Date, Service Provider does not anticipate that such other consulting or work would materially interfere with its performance of Services under this Agreement. Service Provider is free to enter any contract to provide services to other business and governmental entities, except any contract that would induce Service Provider to violate this Agreement.

11. Indemnity. Service Provider shall indemnify, defend, and hold harmless COU, its officers, directors, employees, sublicensees, customers, and agents from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) which result from a material breach of any duty, representation or warranty of Service Provider (a "**Claim**") set forth in Sections 6 and 7 of this Agreement, provided that COU gives Service Provider written notice of any such Claim. Service Provider has the right to participate in the defense of any such Claim at its expense. From the date of written notice from COU to Service Provider of any such Claim, COU shall have the right to withhold from any payments due Service Provider under this Agreement the amount of any defense costs (including attorneys' fees), plus additional reasonable amounts as security for Service Provider's obligations under this Section.

12. Insurance.

a. During the Term, and during any holdover thereafter, whether or not holdover is authorized by COU, Service Provider at its sole cost and expense, shall maintain in good standing the following insurance policies:

(i) Liability Insurance. Service Provider shall keep in full force and effect a policy or policies of: (1) commercial general liability insurance which includes bodily injury, property damage, and personal injury, acceptable to the COU, in which the limits for each shall be not less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; (2) automobile liability acceptable to the COU in which the limits for each shall be not less than \$1,000,000; and (3) excess umbrella acceptable to the COU in which the limits for each shall be not less than \$10,000,000. Each policy of comprehensive general liability insurance shall:

A. Provide that the liability of the insurer thereunder shall be primary and not be affected by, and that the insurer shall not claim, any right of setoff, counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for COU, Service Provider, or any person claiming by, through, or under any of them;

B. Provide that such policy requires 30 days' prior notice to COU of any proposed cancellation, expiration, or change in material terms thereof and that such policy may not be canceled, whether or not requested by Service Provider, unless Service Provider first gives not less than 30 days' prior written notice thereof to COU;

C. Contain a waiver by the insurer, if available, of any right of subrogation to proceed against COU or against any person claiming by, through, or under COU; and

D. Name COU and its respective employees, officers, and agents as additional insureds in each of the Service Provider's policies, except for workers' compensation and employer's liability insurance.

(ii) Worker's Compensation. Service Provider shall ensure that, with respect to all personnel performing Services under this Agreement, Service Provider maintains in effect at all times during the Term of this Agreement, coverage or insurance in accordance with the applicable State of Alaska laws relating to workers' compensation and employer's liability insurance. Service Provider shall ensure that any contractors or subcontractors engaged to perform the Services maintain workers' compensation coverage to the extent required by law.

b. Proof of Insurance. Service Provider shall deliver to COU certificates of insurance on or before the Effective Date or at such other date as agreed to in writing by COU. Additionally, Service Provider shall deliver to COU copies of the policy or policies of insurance, certificates of insurance, or copies of endorsements as reasonably requested by COU from time to time.

13. Risk of Loss. Service Provider agrees that any personal property, equipment, cargo, vehicle, or other material of any kind which is stored or placed on COU property is so stored and placed at Service Provider's sole risk. In the event that any personal property, equipment, cargo,

vehicle or other materials is damaged or destroyed by any cause other than COU's own negligence, Service Provider shall not seek compensation or restitution of any kind from COU.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which, when taken together, will constitute the same instrument. Signatures on this Agreement that are transmitted by email, facsimile, or other electronic means are valid for all purposes.

15. No Subcontracting or Assignment. This Agreement and all SOWs hereto may not be assigned or subcontracted by Service Provider without COU's prior written consent, which may be withheld at COU's sole, but reasonable, discretion and in accordance with City Code § 4.16.100 (Professional Services Contracts) as may be applicable. Any such attempted assignment or subcontracting shall be void and of no effect.

16. Waiver. No waiver by either Party of any breach by the other Party of any provision of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provision of this Agreement. Any waiver shall be effective only if set forth in writing and executed by authorized representative of both Parties.

17. Modifications. No modifications of this Agreement shall be effective unless in writing and signed by authorized representatives of both Parties.

18. Severability. If any one or more provisions contained in this Agreement are deemed invalid or unenforceable under any applicable statute or rule of law, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. If moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

19. Interpretation. The Parties hereto acknowledge and agree that: (a) the rule of construction to the effect that ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Agreement, and (b) the terms and provisions of this Agreement shall be construed fairly as to all Parties hereto and not in favor or against any Party, regardless of which Party was responsible for the preparation of this Agreement.

20. Governing Law; Exclusive Jurisdiction. This Agreement will be governed and construed in accordance with the laws of the State of Alaska. In the event that a question, dispute, or requirement for interpretation or construction should arise with respect to this Agreement, the jurisdiction and venue therefore shall be exclusively with the state or federal courts of the State of Alaska situated in Anchorage, Alaska. The substantially prevailing Party to any dispute under this Agreement shall be entitled to attorneys' fees and costs.

21. Injunctive Relief. A breach of any of the promises or agreements contained in this Agreement may result in irreparable and continuing damage to COU for which there may be no adequate remedy at law, and COU is therefore entitled to seek injunctive relief as well as such

other and further relief as may be appropriate and lawful, without the necessity of posting a bond or other performance instrument therefor.

22. No Third Party Beneficiary. No person or entity is intended or shall be deemed or determined to be a third party beneficiary of this Agreement.

23. Publicity. Except for materials already made public and as required by law (including, without limitation, the Open Meeting Act and public records law), neither Party shall distribute any news releases, articles, brochures, speeches, or advertisements regarding this Agreement, nor use the other Party's name, logo or trademarks (or any variation thereof), without the other Party's authorized representative's prior, specific written consent.

24. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

25. Survival of Obligations. Any liabilities or obligations of a Party for acts or omissions prior to the expiration or termination of this Agreement, any obligation of a Party under the provisions regarding Section 7 (Service Provider Representations and Warranties), Section 8 (Notices), Section 11 (Indemnity), Section 20 (Governing Law; Exclusive Jurisdiction), Section 23 (Publicity), Exhibit B (Proprietary Information), and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) expiration or termination of this Agreement, shall survive expiration or termination thereof.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

City of Utqiagvik

By: Elizabeth Asisaun Toovak, Mayor

Date

I. C. E. Services, Inc.

By: Thomas Bourdon, President & Director

Date

EXHIBIT A
STATEMENT OF WORK

This STATEMENT OF WORK (“SOW”) supplements the IT Services Agreement (the “Agreement”) dated as of _____, 2023, by and between **I. C. E. Services, Inc.** (“Service Provider”) and the **City of Utqiagvik** (“COU”). This SOW consists of the terms below, the signature page, Appendices A and B, and any unique attachments to this SOW, which are all incorporated into the Agreement by this reference. Capitalized terms used herein, unless otherwise defined, will have the meanings given to them in the Agreement.

1. Services Description

a. **Service Delivery**

Service Provider will deliver the following-described services (the “Services”) pursuant to the terms of this SOW:

i. **Help Desk Support and Network Monitoring**

Service Provider will provide to COU Remote Help Desk for COU’s IT Network through remote means between the hours of 6:00 AM to 6:00 PM (Alaska time) Monday through Friday, excluding COU-recognized holidays. Access to the Service Provider Help Desk by authorized personnel is made by either Party opening a service request via Service Provider’s online portal at: _____ or calling Service Provider’s Help Desk in the event of service outage at _____. Network Monitoring Services will be provided 24/7/365. All Services qualifying under these conditions and those that do not will fall under the provisions of Section 5 of this SOW.

ii. **Support Tickets and Escalation**

Service Provider will respond to its own or COU’s Support Tickets under the provisions of Section 5, and with best efforts after hours or on holidays. Support Tickets begin at Level 1 and must be opened by the Service Provider Helpdesk Team, which will also handle Level 2 Support Tickets. If the Helpdesk team is unable to remediate the issue, the Support Ticket is escalated to Level 3 at which time the Service Provider Professional Services Team will take over. Service Provider will assign each issue a Support Ticket number for tracking.

b. **Hardware and Software Licensing and Support**

Service Provider shall support all current COU-owned, rented, and leased IT hardware and systems, including all commercially reasonable replacements and additions thereto during the Term. Should third-party vendor support charges be required in order to resolve any issues, these will be passed on to the COU (without markup or margin), after Service Provider first receives written authorization to incur them from the Mayor.

i. **Virus Recovery for Current, Licensed Antivirus Protected Systems**

Services include attempted recovery from virus infection not detected and quarantined by the latest antivirus definitions. This Service is limited to those

systems protected with a currently licensed, vendor-supported antivirus software.

ii. **Monitoring Services**

Service Provider will provide ongoing monitoring and security services of all critical devices, including all commercially reasonable replacements and additions thereto during the Term, as indicated in attached Exhibit A. Service Provider will provide COU with monthly reports, document critical alerts, scans, and event resolutions. Should a problem be discovered during monitoring, Service Provider shall make every attempt to rectify the condition in a timely manner through remote means.

iii. **Services Delivered Outside of Standard Business Hours**

Emergency services performed outside of the hours of 8:00 am – 5:00 pm (Alaska Time) Monday through Friday, excluding COU holidays, shall be subject to provisions of Exhibit B.

2. On-Boarding – Provisioning, Training and Go-Live

On-Boarding Phases

Service Provider will provide COU Services utilizing a scheduled, 3 phase approach. Service Provider will provide Services on a best effort, commercially reasonable basis until COU’s internal network is properly provisioned (Phase 1) and substantially all of COU’s resources are trained to request and receive Services (Phase 2). Once this is accomplished, an official Go-Live date will be agreed upon by Service Provider and COU (Phase 3), after which Service Provider will deliver services in accordance with the Service Level Agreement (“SLA”) in Section 5.

3. Service Terms

On-Boarding Process Overview

The following-described “**On-Boarding**” process will vary in terms of the required actions within, and the duration of each of its phases, based upon multiple factors, including size of COU internal network, amount of work needed to upgrade same to meet Service Provider’s minimum, commercially reasonable standard of service compliance, and is initiated upon both Parties’ signature of the Agreement and this SOW.

i. **Phase 1: Provisioning**

0. On-Boarding Point of Contact conducts kick-off call with COU and schedules On-Boarding activities.
1. Professional Services Team (“**PST**”): Visits COU facility on a date mutually-agreed with the Mayor for network assessment.
2. PST initiates Services provisioning including monitoring, patching, and updating technologies.
3. PST initiates any and all necessary infrastructure upgrades and modifications prior to Phase 2.

4. All required COU provisioning information is gathered, and PST begins knowledge transfer to Helpdesk & NOC Teams.
5. COU is set up in Service Provider's incident management, monitoring, unified communications, and accounting systems.
6. All automated alerting, ticket creation, communication and response functions are tested and verified.
7. Provisioning Phase is complete once all material and required activities and results have been signed off on by both Parties' Point of Contact.

ii. Phase 2: Training

1. COU administration and staff are trained via onsite and/or remote sessions on how to engage Service Provider for support, open tickets, and the incident management process, from incident management documentation, prioritization, assignment, escalation, and remediation, along with SLA response requirements.
2. Service Provider's NOC, Helpdesk and Professional Services teams are trained on COU's infrastructure, staff, VIPs, SLAs and support system configurations in the NOC and Helpdesk.
3. Training Phase is complete once all material and required activities and results have been signed off on by Service Provider's Project Manager.

iii. Phase 3: Go-Live

1. COU and Service Provider agree upon a Go-Live date - the date that all Services are delivered against the agreed-upon SLA.
2. Helpdesk, NOC, and PST go live against SLA.

Included Services:

Services rendered under this SOW include the following features:

1. Remote Support 6:00 am to 6:00 pm (Alaska Time) Monday through Friday, excluding COU holidays.
2. 24/7/365/366 Network monitoring.
3. Virus definition updates.
4. Microsoft patch management.
5. Data backup and remote backup monitoring.
6. Spyware monitoring and removal.
7. Creation of Acceptable Use Policy ("AUP") (subject to COU City Attorney approval).
8. Add and remove COU users from Server (Active Directory).
9. Executive Monthly Report – Professional Services Team.
10. Regular remote strategy meetings (no less than 1 per month).

Excluded Services

'Additional Services' that are available, but not included under this SOW:

1. Audio & Video Support for 'Events.'
2. Structured Cabling, i.e. Cat5e, Cat6, Fiber Optic, etc.
3. Electronic Safety & Security, i.e. Cameras, Door Access Control, etc.

4. Mounting/Installation of Hardware, i.e. WAPs, Cameras, etc.
5. On-Site Support (Unless Scheduled/Approved in Advance).
6. Workstation Lifecycle Replacements.
7. Systems & Network Infrastructure Upgrades (except any software upgrades or updates that may be performed remotely are included Services).

Travel Costs

Travel expenses are outside of the included expenses in this SOW. Terms and condition for travel reimbursement is provided in Section 5 of the Agreement. The Mayor must pre-approve, in writing, all travel (timing and duration) and travel expenses.

4. Service Level Agreement (“SLA”)

Targeted Response Objectives

Priority Level	Description of Event or Request	Targeted Response Time
Critical	Issues which cause widespread disruptions and make the entire system inoperable are treated with the utmost urgency. Such scenarios might include application errors impacting a majority of users. Tickets with an 'urgent' designation are reserved for situations where system accessibility is compromised, like errors barring access to communal drives, hindrances preventing user application access, or security vulnerabilities.	1 Hour
High	Issues that carry substantial implications, yet don't incapacitate the entire system. Such instances may involve application errors that arise under infrequent conditions or impact just a minor segment of the user base.	3 Hours
Normal	Issues that impact a singular function or feature. For instance, a malfunctioning category filter or a non-responsive report. Such problems remain isolated and don't compromise the software's comprehensive functionality. It could also pertain to queries regarding specific operations within an application.	6 Hours
Low	Issues that don't impede the primary functionality or purpose of the hardware or software in supporting a project.	24 Hours

The service level priority classifications provided above serve as our standard categorization. However, we recognize and value the unique needs and perspectives of our customers. As such, customers retain the flexibility to adjust or reprioritize the urgency level of a ticket at any given time, ensuring alignment with their specific requirements.

Plan of Action and Response

Priority	Maximum Response Time	Maximum Time to Plan of Action
Critical	1 Business Hour	4 Business Hours
High	3 Business Hours	6 Business Hours
Normal	6 Business Hours	12 Business Hours

Low	24 Business Hours	48 Business Hours
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A “Response” is provided from the moment an ICE ICT staff member reaches out to the requestor and communicates a Plan of Action in-person, by phone, or by email. A well-structured plan of action is required for addressing complex IT issues and ensures a methodical and informed approach, reducing the risk of oversight and ensuring efficient problem-solving. Without such a plan, a technician may face uncertainties and potential missteps, prolonging resolution times and could lead to suboptimal outcomes.

The goals outlined above serve as a baseline for the level of responsiveness you can expect from our team. While our staff frequently goes above and beyond these standards, they are in place to provide a framework for reasonable expectations.

SUPPORT TIERS

The following table details and describes Service Provider’s Support Level levels:

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

5. Services and Fee Schedule

Fees for the Services shall be \$3,223.00 per month and will be invoiced on the 1st of each month. Services will begin on the Effective Date. The first invoice will include a prorated charge from the date of signature to the end of the month. Suspension of Services is addressed in the Agreement. Refer to Exhibit A for Services included. Additional Services may be added by COU by authorized representatives of both Parties signing an additional SOW setting forth the additional services.

Term of Service

- i. The term for the Services under this SOW shall match the Term under the Agreement.
- ii. If either Party terminates this SOW or the Agreement, Service Provider will assist COU in the orderly termination of Services, including timely transfer of the services to another designated provider. COU agrees to pay Service Provider actual and necessary costs of rendering such assistance, if the Mayor has pre-approved such costs in writing.

6. No Assignment or Subcontract.

Service Provider may not assign or subcontract its rights and obligations hereunder to any person or entity.

This SOW is effective only upon execution by Service Provider and COU. Each Party hereto warrants and represents that this SOW constitutes the legal, valid and binding obligation of such Party as of the Effective Date.

I. C. E. Services, Inc.	City of Utqiagvik
By: _____	By: _____
Name: Thomas Bourdon	Name: Elizabeth Asisaun Toovak
Title: President	Title: Mayor
Date: _____	Date: _____

SERVICE RATES 8am-6pm MONDAY THROUGH FRIDAY

SERVICE	RATE
Remote PC Management/Help Desk 6:00 am-6:00 pm M-F	INCLUDED
Remote Printer Management 6:00 am-6:00 M-F	INCLUDED
Remote Network Management 6:00 am-6:00 M-F	INCLUDED
Remote Server Management 6:00 am-6:00 M-F	INCLUDED
24x7x365/366 Critical Infrastructure Network Monitoring	INCLUDED
Pre-Scheduled Onsite Service 8am-6pm M-F	INCLUDED

**RATES FOR SERVICES EXCLUDED FROM AGREEMENT 6:00PM – 6:00AM
MONDAY THROUGH FRIDAY
EXCLUDING HOLIDAYS**

SERVICE	Description	Standard Hourly Rate	Overtime Hourly Rate
Telecom Installer	Structured cabling and device installation, basic troubleshooting.	\$115	\$170
Telecom Technician	Fiber splicing/testing, advanced troubleshooting, project management.	\$135	\$200
Helpdesk Technician	Remote & On-Site Support for end users, workstations, printers, peripherals, etc.	\$115	\$170
Systems & Network Administrator	Advanced support for server applications, systems, and network.	\$135	\$200
Systems & Network Engineer	Systems and Network design and implementation	\$150	\$225

EXHIBIT B

INDEPENDENT CONTRACTOR CONFIDENTIALITY, TRADE SECRET AND ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT

1. PROPRIETARY INFORMATION. This Agreement supplements the IT Services Agreement (the “**Services Agreement**”) dated as of _____, 2023, by and between I. C. E. Services, Inc. (“**Service Provider**”) and City of Utqiagvik (“**COU**”). Capitalized terms used herein, unless otherwise defined, will have the meanings given to them in the Services Agreement. Service Provider agrees during the Term and thereafter that it will take all steps reasonably necessary to hold COU Proprietary Information in trust and confidence, will not use Proprietary Information in any manner or for any purpose not expressly set forth in this Agreement, and will not use or disclose any such Proprietary Information to any third party without first obtaining COU’s express written consent on a case-by-case basis. For purposes of this Agreement, “**Proprietary Information**” includes, but is not limited to, (a) trade secrets, intellectual property, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques (collectively, “**Intellectual Property**”); and (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers. Notwithstanding the other provisions of this Agreement, nothing received by Service Provider will be considered to be COU’s Proprietary Information if (1) it has been published or is otherwise readily available to the public other than by a breach of this Agreement; (2) it has been rightfully received by Service Provider from a third party without confidential limitations; (3) it has been independently developed for Service Provider by personnel or agents having no access to the COU Proprietary Information; or (4) it was known to Service Provider prior to its first receipt from COU.

Service Provider acknowledges that certain whistleblower laws permit Service Provider to communicate directly with governmental or regulatory authorities, including communications with the U.S. Securities and Exchange Commission about possible securities law violations, without COU’s permission or notification, and that COU will not consider such communications to violate this or any other agreement between Service Provider and COU or any COU policy.

Service Provider acknowledges that under U.S. Defend Trade Secrets Act of 2016, Service Provider will not be held criminally or civilly liable under any U.S. federal or state trade secret law for the disclosure of a trade secret that is made in confidence to government officials, either directly or indirectly, or to an attorney, in each case solely for the purpose of reporting or investigating a suspected violation of law, or in a complaint or other document filed in a lawsuit or other proceeding, provided such filing is made under seal. If Service Provider has any questions as to what comprises such confidential or proprietary information or trade secrets, or to whom if anyone it may be disclosed, Service Provider will consult with COU. Service Provider understands that in the event it is determined that the disclosure of COU trade secrets was not done in good faith, Service Provider will be subject to substantial damages, including punitive damages and attorneys’ fees.

2. THIRD PARTY INFORMATION. Service Provider understands that COU has received and will in the future receive from third parties confidential or proprietary information

Exhibit B-1

ICE Services-COU - IT Services Agreement

Service Provider Initials _____

(“**Third Party Information**”) subject to a duty on COU’s part to maintain the confidentiality of such information and use it only for certain limited purposes. Service Provider agrees to hold Third Party Information in confidence and not to disclose to anyone (other than COU personnel who need to know such information in connection with their work for COU) or to use, except in connection with Service Provider’s work for COU, Third Party Information unless expressly authorized in writing by an officer of COU.

3. NO CONFLICT OF INTEREST. Service Provider agrees during the Term not to accept work or enter into a contract or accept an obligation, inconsistent, or incompatible with Service Provider’s obligations under this Agreement or the SOW rendered for COU. Service Provider warrants that to the best of its knowledge, there is no other existing contract or duty on Service Provider’s part inconsistent with this Agreement, unless a copy of such contract or a description of such duty is attached to this Agreement as Attachment 1. Service Provider further agrees not to disclose to COU, or bring onto COU’s premises, or induce COU to use any confidential information that belongs to anyone other than COU or Service Provider.

4. DISCLOSURE OF WORK PRODUCT. As used in this Agreement, the term “**Work Product**” means any Intellectual Property, whether or not patentable, and all related know-how, designs, mask works, trademarks, formula, processes, manufacturing techniques, trade secrets, ideas, artwork, software or other protectable works. Service Provider agrees to disclose promptly in writing to COU, or any person designated by COU, all Work Product that is conceived, made, reduced to practice, or learned by Service Provider in the course of any work performed for COU (“**COU Work Product**”). Service Provider represents that any Work Product relating to COU’s business or any Project, which Service Provider has made, conceived, or reduced to practice at the time of signing this Agreement (“**Prior Work Product**”) has been disclosed in writing to COU and attached to this Agreement as Attachment 2. If disclosure of any such Prior Work Product would cause Service Provider to violate any prior confidentiality agreement, Service Provider understands that it is not to list such Prior Work Product in Attachment 2 but it will disclose a cursory name for each such Intellectual Property, a listing of the party(ies) to whom it belongs, and the fact that full disclosure as to such Prior Work Product has not been made for that reason. A space is provided in Attachment 2 for such purpose.

5. OWNERSHIP OF WORK PRODUCT. Service Provider shall specifically describe and identify in Attachment 2 all technology which (a) Service Provider intends to use in performing under this Agreement; (b) is either owned solely by Service Provider or licensed to Service Provider with a right to sublicense; and (c) is in existence in the form of a writing or working prototype prior to the Effective Date (“**Background Technology**”). Service Provider agrees that any and all Intellectual Property conceived, written, created or reduced to practice in the performance of work under this Agreement or with COU resources shall be the sole and exclusive property of COU.

6. ASSIGNMENT OF COU WORK PRODUCT. Except for Service Provider’s rights in the Background Technology, Service Provider irrevocably hereby assigns to COU all right, title and interest worldwide in and to the COU Work Product and all applicable intellectual property rights related to the COU Work Product, including, without limitation, copyrights, trademarks, trade secrets, patents, moral rights, contract and licensing rights (the “**Proprietary Rights**”). Except as set forth below, Service Provider retains no rights to use the COU Work Product and agrees not to challenge the validity of COU’s ownership in the COU Work Product. Service Provider hereby grants to COU a non-exclusive, royalty-free, irrevocable and world-wide

right, with rights to sublicense through multiple levels of sublicensees, to reproduce, make derivative works of, publicly perform, and publicly display in any form or medium, whether now known or later developed, distribute, make, use, sell and offer to sell Background Technology and any Prior Work Product incorporated or used in the COU Work Product for the purpose of developing and marketing COU products.

7. NOTICE OF LIMITED EXCLUSION. Service Provider understands that this Agreement does not apply to Intellectual Property for which no equipment, supplies, facility, or trade secret information of COU were used and that were developed entirely on its own time, unless (a) the Intellectual Property relate (i) directly to the business of COU, or (ii) to COU's actual or demonstrably anticipated research or development, or (b) the Intellectual Property result from any work performed by Service Provider for COU.

8. WAIVER OR ASSIGNMENT OF OTHER RIGHTS. If Service Provider has any rights to the COU Work Product that cannot be assigned to COU, Service Provider unconditionally and irrevocably waives the enforcement of such rights, and all claims and causes of action of any kind against COU with respect to such rights, and agrees, at COU's request and expense, to consent to and join in any action to enforce such rights. If Service Provider has any right to the COU Work Product that cannot be assigned to COU or waived by Service Provider, Service Provider unconditionally and irrevocably grants to COU during the term of such rights, an exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to make, use, sell, offer to sell, reproduce, create derivative works of, distribute, publicly perform and publicly display by all means now known or later developed, such rights.

9. ASSISTANCE. Service Provider agrees to cooperate with COU or its designee(s), both during and after the Term, in the procurement and maintenance of COU's rights in COU Work Product and to execute, when requested, any other documents deemed necessary by COU to carry out the purpose of this Agreement. Service Provider agrees to execute upon COU's request a signed transfer of copyright to COU in the form attached to this Agreement as Attachment 3 for all COU Work Product subject to copyright protection, including, without limitation, computer programs, notes, sketches, drawings, and reports.

10. ENFORCEMENT OF PROPRIETARY RIGHTS. Service Provider will assist COU in every proper way to obtain, and from time to time enforce, United States and foreign Proprietary Rights relating to COU Work Product in any and all countries. To that end, Service Provider will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as COU may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Proprietary Rights and the assignment thereof. In addition, Service Provider will execute, verify, and deliver assignments of such Proprietary Rights to COU or its designee. Service Provider's obligation to assist COU with respect to Proprietary Rights relating to such COU Work Product in any and all countries shall continue beyond the termination of this Agreement, but COU shall compensate Service Provider at a reasonable rate after such termination for the time actually spent by Service Provider at COU's request on such assistance.

11. EXECUTION OF DOCUMENTS. In the event COU is unable for any reason, after reasonable effort, to secure Service Provider's signature on any document needed in connection with the actions specified in the preceding Sections 8, 9, and 10, Service Provider

hereby irrevocably designates and appoints COU and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by Service Provider. Service Provider hereby waives and quitclaims to COU any and all claims, of any nature whatsoever, which Service Provider now or may hereafter have for infringement of any Proprietary Rights assigned hereunder to COU.

12. ENTIRE AGREEMENT. This Agreement is the final, complete, and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes and merges all prior discussions between COU and Service Provider. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the Party to be charged. The terms of this Agreement will govern all Services undertaken by Service Provider for COU. In the event of any conflict between this Agreement and the Services Agreement, the Services Agreement shall control. In the event of any conflict between this Agreement and a SOW, the SOW shall control, but only with respect to the Services set forth therein.

[Signature page follows]

**Exhibit B:
Proprietary Agreement**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

COU

City of Utqiagvik

By: Elizabeth Asisaun Toovak, Mayor

Date

SERVICE PROVIDER

I. C. E. Services, Inc.

By: Thomas Bourdon, President

Date

For copyright registration purposes only, Service Provider must provide the following information:

Date of Birth: _____

Nationality or Domicile: _____

ATTACHMENT 1
CONFLICT OF INTEREST DISCLOSURE

ATTACHMENT 2

PRIOR WORK PRODUCT DISCLOSURE

1. Except as listed in Section 2 below, the following is a complete list of all Prior Work Product that has been made or conceived or reduced to practice by Service Provider alone or jointly with others prior to its engagement by COU:

- No Intellectual Property or improvements.
- See below:

- Additional sheets attached.

2. Due to a prior confidentiality agreement, Service Provider cannot complete the disclosure under Section 1 above with respect to Intellectual Property or improvements generally listed below, the proprietary rights and duty of confidentiality with respect to which Service Provider owes to the following party(ies):

Intellectual Property or Improvement	Party(ies)	Relationship
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

- Additional sheets attached.

BACKGROUND TECHNOLOGY DISCLOSURE

The following is a list of all Background Technology that Service Provider intends to use in performing under this Agreement:

ATTACHMENT 3

ASSIGNMENT OF COPYRIGHT

For good and valuable consideration, which has been received, the undersigned sells, assigns and transfers to City of Utqiagvik, and its successors and assigns, the copyright in and to the following work, which was created by the following indicated author(s):

Title:

Author(s):

Copyright Office Identification No. (if any): _____

and all of the right, title and interest of the undersigned, vested and contingent, therein and thereto.

Executed as of this ____ day of _____, 2023.

Signature: _____

Printed Name: _____