

RESOLUTION NO. 23-12-141

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA APPROVING AN AGREEMENT
WITH UNITED DATA TECHNOLOGIES FOR INFORMATION
TECHNOLOGY (IT) NETWORK MONITORING SERVICES;
AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS
AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE
VILLAGE MANAGER TO EXPEND BUDGETED FUNDS;
AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE NON-
EXCLUSIVE AGREEMENT; AUTHORIZING WAIVER OF
COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE
DATE**

WHEREAS, Islamorada, Village of Islands (the "Village") is in need of an independent contractor to provide information technology (IT) infrastructure remote monitoring services on a continuing, non-exclusive basis; and

WHEREAS, the Village's IT & Communications Department requested and obtained cost quotes for remote monitoring services from four known vendors; and

WHEREAS, United Data Technologies, Inc. ("UDT") provided the lowest cost quote for services; and

WHEREAS, the Village Council has determined that approval of an Agreement with UDT and a waiver of competitive bidding through release of a Request for Proposals that may have disclosed sensitive IT infrastructure information replaced by solicitation of three (3) cost quotes are in the best interests of the Village and its residents.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:**

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Agreement. The Village Council of Islamorada, Village of Islands, hereby approves the Agreement with United Data Technologies for IT Infrastructure Remote Monitoring Services, copy of which is attached as Exhibit "A", together with such non-

material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

Section 5. Execution of Agreement. The Village Manager is authorized to execute the Agreement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the Village Attorney.

Section 6. Waiver of Purchasing Provisions. With regard to the purchases on Exhibit "A" and in accordance with Sections 2-328(1) and 2-328(3) of the Village Code, the Village Council waives the competitive bid purchasing provisions of the Village Code replaced by the solicitation of three (3) bids directly from service providers.

Section 7. Effective Date. This Resolution shall take effect immediately upon adoption.

Motion to adopt by Mark Gregg, second by Elizabeth Jolin.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA:

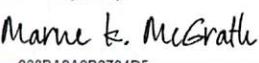
| | |
|------------------------------|------------|
| Mayor Joseph B. Pinder III | <u>Yes</u> |
| Vice Mayor Sharon Mahoney | <u>Yes</u> |
| Councilwoman Elizabeth Jolin | <u>Yes</u> |
| Councilman Mark Gregg | <u>Yes</u> |
| Councilman Henry Rosenthal | <u>Yes</u> |

PASSED AND ADOPTED THIS 12th DAY OF DECEMBER, 2023.

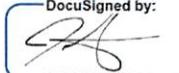
DocuSigned by:

E5EB34B8BD704E6
JOSEPH B. PINDER III, MAYOR

ATTEST:

DocuSigned by:

008DA040B2704D6
MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS ONLY

DocuSigned by:

362BEAA7E0DD417
JOHN J. QUICK, VILLAGE ATTORNEY



AGREEMENT FOR MONITORING SERVICES

THIS IS AN AGREEMENT, dated the 17 day of January, 2024, between:

ISLAMORADA, VILLAGE OF ISLANDS
a Florida municipal corporation, hereinafter "**VILLAGE**,"

and

UNITED DATA TECHNOLOGIES, INC.,
a Florida Corporation, authorized to do business in the State of Florida, hereinafter
"**CONTRACTOR**."

WITNESSETH:

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, VILLAGE and CONTRACTOR agree as follows:

Article I. PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Section 1.01 The VILLAGE is in need of an independent experienced contractor to provide Information Technology (IT) Infrastructure Remote Monitoring Services as set forth in Exhibit "A" (the "Monitoring Services").

Section 1.02 the Village's IT & Communications Department requested and obtained cost quotes for remote monitoring services from four known vendors, and CONTRACTOR provided the lowest cost quote for services.

Section 1.03 The VILLAGE would like CONTRACTOR to provide Monitoring Services as set forth in Exhibit "A" attached hereto.

Section 1.04 VILLAGE and CONTRACTOR desire to enter into this Agreement for the provision of Monitoring Services.

Article II. SCOPE OF WORK

Section 2.01 CONTRACTOR shall furnish all necessary expertise, personnel, tools, materials, equipment and supervision, to perform all of the Monitoring Services set forth in their Proposal, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A".

Section 2.02 CONTRACTOR hereby represents to VILLAGE, with full knowledge that VILLAGE is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and personnel to perform the Monitoring Services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

Section 2.03 CONTRACTOR assumes professional and technical responsibility for performance of its Monitoring Services to be provided hereunder in accordance with applicable recognized professional standards.

Section 2.04 None of the work or services under this Agreement shall be subcontracted by CONTRACTOR, unless CONTRACTOR obtains prior written consent from the VILLAGE. Approved subcontractors shall be subject to each provision of this Agreement and CONTRACTOR shall be responsible and indemnify the VILLAGE for all subcontractors' acts, errors or omissions.

Article III. TIME FOR COMPLETION

Section 3.01 The CONTRACTOR shall commence work as directed by VILLAGE and in accordance with a timeline to be provided to CONTRACTOR by the VILLAGE. CONTRACTOR shall complete all work in a timely manner in accordance with the timeline and as stated in Exhibit "A" to this Agreement.

Section 3.02 Anything to the contrary notwithstanding, minor adjustment to the timeline for completion approved by VILLAGE in advance, in writing, will not constitute a delay by CONTRACTOR. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONTRACTOR shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONTRACTOR.

Article IV. CONTRACT PRICE, GUARANTEES AND WARRANTIES

Section 4.01 The VILLAGE hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with the Proposal attached hereto as Exhibit "A", and as directed by VILLAGE. Prices for work completed by the CONTRACTOR shall be as reflected in Exhibit "A".

Section 4.02 The VILLAGE will make payments to CONTRACTOR for completed and proper work and in the amounts stated in Exhibit "A" in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.

Section 4.03 The making and acceptance of the final payment shall constitute a waiver of all claims by the CONTRACTOR other than those arising from requirements of the specifications.

Article V. CONTRACTOR'S LIABILITY INSURANCE

Section 5.01 The CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained all insurance required under this Article and such insurance has been approved by the VILLAGE nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

Section 5.02 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the VILLAGE prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days prior written notice has been given to the VILLAGE. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

Section 5.03 Financial Ratings of the insurers must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

Section 5.04 Insurance shall be in force during the term of this Agreement. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

Section 5.05 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are as follows: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- (a)** Workers' Compensation Insurance – as required by law;
- (b)** Comprehensive General Liability Insurance, including Premises Operation, Products and Completed Operations, Blanket Contractual Liability, Personal Injury Liability, Expanded Definition of Property Damage - \$1,000,000 combined single limit;
- (c)** Automobile Liability Insurance - \$1,000,000 per occurrence, \$1,000,000 per Accident for bodily injury and \$1,000,000 per accident for property damage; and

Section 5.06 The CONTRACTOR shall hold the VILLAGE, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of CONTRACTOR's negligent operations in completing the Project and name the VILLAGE as an additional insured under their policy.

Section 5.07 The VILLAGE reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

Article VI. CONTRACTOR'S INDEMNIFICATION

Section 6.01 The CONTRACTOR agrees to release the VILLAGE from and against any and all liability and responsibility in connection with this Agreement and the matters contained herein. The CONTRACTOR further agrees not to sue or seek any money or damages from VILLAGE in connection with this Agreement except with respect to payment for services rendered with respect to this Agreement.

Section 6.02 The CONTRACTOR agrees to indemnify, defend and hold harmless the VILLAGE, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the VILLAGE or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions with respect to this Agreement.

Section 6.03 If a court of competent jurisdiction holds the VILLAGE liable for certain tortious acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the VILLAGE may possess. The VILLAGE specifically reserves all rights as against any and all claims that may be brought.

Section 6.04 Nothing in this Agreement shall be deemed or treated as a waiver by the VILLAGE of any immunity to which it is entitled by law, including but not limited to the VILLAGE's sovereign immunity as set forth in Section 768.28, Florida Statutes.

Article VII. INDEPENDENT CONTRACTOR

Section 7.01 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the VILLAGE's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the VILLAGE and the VILLAGE will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

Article VIII. CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

Section 8.01 The VILLAGE may request changes that would increase, decrease or otherwise modify the Scope of Work to be provided under this Agreement as described in Article II of this Agreement. Such changes or additions to the Monitoring Services must be in accordance with the provisions of the Code of Ordinances of the VILLAGE and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on the Project:

| |
|--|
| PROJECT NAME |
| PROJECT DESCRIPTION |
| ESTIMATED PROJECT COST |
| ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT |
| ESTIMATED PROJECT COMPLETION DATE |

Section 8.02 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement or amendment executed by the parties hereto.

Article IX. TERM AND TERMINATION

Section 9.01 This Agreement may be terminated by either party for cause, or the VILLAGE for convenience, upon thirty (30) days written notice by the VILLAGE to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, the CONTRACTOR shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full Contract Price. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

Section 9.02 This Agreement shall take effect as of the date of execution as shown herein below and shall terminate three years from such date, unless otherwise terminated pursuant to Section 9.01 hereof. This Agreement may be renewed for subsequent periods of one (1) year upon the mutual agreement of the parties and approval of the Village Council, upon the terms and conditions set forth herein unless otherwise modified by an amendment hereto.

Article X. CONTRACT DOCUMENTS

Section 10.01 CONTRACTOR and VILLAGE hereby agree that the following Contract Documents and Exhibits, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; including CONTRACTOR's Proposal in response to the RFP as set forth and incorporated into this Agreement as Exhibit "A"; the RFP as incorporated into this Agreement and all other addendums and exhibits

thereto. In the event there is a conflict between the terms of the RFP, CONTRACTOR'S Proposal, and this Agreement, the terms of this Agreement shall prevail.

Article XI. MISCELLANEOUS

Section 11.01 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

Section 11.02 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of VILLAGE. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires VILLAGE approval. However, this Agreement shall run to the VILLAGE and its successors and assigns.

Section 11.03 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by VILLAGE and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by VILLAGE of any fees or expenses based upon such entries.

Section 11.04 Public Records. VILLAGE is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONTRACTOR is acting on behalf of VILLAGE pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- (a)** Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this Agreement;
- (b)** Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c)** Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- (d)** Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-664-6412, Clerk@islamorada.fl.us, or by mail: Village Clerk, 868800 Overseas Highway, Islamorada, FL 33036.

Section 11.05 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of VILLAGE.

Section 11.06 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

Section 11.07 E-Verify. CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

Section 11.08 Scrutinized Companies.

- (a)** CONTRACTOR certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- (b)** If this Agreement is for more than one million dollars, CONTRACTOR certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if CONTRACTOR , its affiliates, or its subconsultants are found to have submitted a false

certification; or if CONTRACTOR, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- (c) CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- (d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 11.09 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the VILLAGE designate the following as the respective places for giving of notice:

| | |
|-------------|---|
| VILLAGE: | Village Manager Islamorada, Village of Islands 86800 Overseas Highway Islamorada, Florida 33036 |
| Copy To: | Village Attorney Islamorada, Village of Islands 86800 Overseas Highway Islamorada, Florida 33036 |
| CONTRACTOR: | United Data Technologies, Inc. Attn: CFO 2900 Monarch Lakes Boulevard, Suite 300 |

Section 11.10 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

Section 11.11 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

Section 11.12 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

Section 11.13 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

Section 11.14 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

Section 11.15 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Sixteenth Judicial Circuit Court in and for Monroe County.

Section 11.16 Extent of Agreement. This Agreement together with Contract Documents and Exhibits, attached hereto, as amended herein above represents the entire and integrated agreement between the VILLAGE and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

Section 11.17 Waiver. Failure of the VILLAGE to insist upon strict performance of any provision or condition of this Agreement, or to execute any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

[Signature Page To Follow]

[SIGNATURE PAGE TO AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same, and by CONTRACTOR, by and through its Ex VP, duly authorized officer to execute same.

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: Maria Bassett
Maria Bassett, Interim Village Manager

AUTHENTICATION:

Marne McGrath

Marne McGrath, Village Clerk

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, ONLY

AS

Alison Smith, Weiss Serota - Village Attorney

CONTRACTOR

WITNESS:

T. Aaron Morris

T. Aaron Morris (Jan 17, 2024 1:34 EST)

Print Name: T. Aaron Morris

Jesus Pena

Jesus Pena (Jan 17, 2024 12:18 EST)

Print Name: Jesus Pena

Title: EVP & CXO

01/17/24

Date:

ATTEST:

Fernando Fernandez

Fernando Fernandez (Jan 17, 2024 13:15 EST)

Chief Financial Officer

STATE OF FLORIDA)
COUNTY OF Miami Dade)

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 17th day of January, 2024 (year) by Fernando Fernandez (name of person making the statement) as CFO (title) of UDT (company name), who is personally known to me or has provided Florida Driver's License as identification.

Josephine Moss

NOTARY PUBLIC

My Commission Expires: August 24, 2025

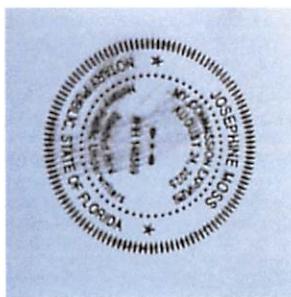


Exhibit "A"

FORM OF CONTRACTOR'S PROPOSAL



EXHIBIT A

Statement of Services

Remote Monitoring

PREPARED FOR: VILLAGE OF ISLAMORADA



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ISLAMORADA -REMOTE MONITORING

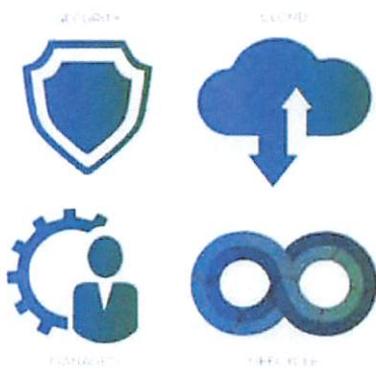
STATEMENT SUMMARY

This Statement of Services ("SOS"), effective as of 5/19/2023, by and between **United Data Technologies, Inc. ("UDT")** with its registered office address at 2900 Monarch Lakes Blvd, Ste. 300, Miramar, FL 33027 and Village of Islamorada ("Client") with its registered office address at 86800 Overseas Highway Islamorada, FL 33036 (each a "Party" and together the "Parties").

WORKING WITH UDT

UDT is a privately-owned minority business headquartered in Miramar, Florida, with thirteen locations across five states. We focus on delivering advanced technical solutions to small, mid-market and enterprise customers. **UDT** is recognized as an industry-leader in the technology solutions arena.

Founded in 1995, **UDT** quickly established its reputation as the technological resource of choice for its clients. Our organization subscribes to a Total Solutions Approach that includes traditional Consulting, Design, and Engineering Services; as well as a unique approach to Managing Infrastructure, Security, Cloud, and Device Lifecycles for our customers.



UDT takes the guesswork out of the process, creating customized integration plans and providing detailed, long-term strategies that align with our client's business objectives.

We look forward to forging a strong business partnership. Thank you for your trust and support!

Sincerely,
Richard Sardinas | Sr. Account Manager

YOUR UDT IT MANAGEMENT LIFECYCLE



FULFILLMENT STATEMENT

- UDT shall provide customers with access to a Case Management System (CMS) to:
 - Initiate, report, and track issues relating to applications and end-user services
 - Report and track application, and all end-user Incidents
 - Submit Service Requests.
- UDT shall provide a dedicated telephone number to the customer to access the Service Desk.
- UDT may, in accordance with UDT's best practice, provide the ACD and IVR used for the Service Desk and shall collaborate with Customer to plan and implement the launch of the Service Desk such that the setup of the ACD and IVR meets Customer requirements established in accordance with the Transition Plan, as defined in the Transition SOS and UDT's best practices.
- UDT shall provide and be fully responsible for all the infrastructure necessary for the performance of Services Desk Services.
- UDT shall provide and utilize, as appropriate for fault isolation and resolution, a remote assistance tool that will be compatible with all applicable EUC computing platforms.
- UDT shall receive and log events it receives from Users by creating Incidents in UDT's CMS that correctly capture the users' reported events. The Service Desk will perform the following tasks:
 - Initiate an Incident in UDT's CMS
 - Validate the user and their asset information
 - Document the Incident, including the date and time, description of the request, priority level, and other relevant information
 - Research in the defined Service Run Books or Knowledge Base articles to make initial determination of a potential resolution
 - Escalate the incident to UDT's or Customer's Assignment Group if the Service Desk is not able to resolve the issue. The User will be provided with the Incident number and will be advised of the expected resolution timeframe based on the severity of the issue
 - Prioritization occurs according to pre-assigned Priority Levels
 - Close the Incident CMS and send the user an email notification that the Incident has been closed along with a customer survey.
 - Critical Incident Response Team – actively manage critical incidents (P1's), open a conference bridge for all requirement participants, send SMS/email notifications to alert key individuals of critical issues and provide regular status updates, maintain a virtual whiteboard to track resolution timeline and actions taken during the outage.

STATEMENT OF SERVICES OVERVIEW

UDT Provides the following Remote Monitoring and Management (RMM) products and services:

- RMM – Workstations (Workstation/Laptop)
- Applications Management (Server/Workstation)
- Vendor Management (Hardware and Software)
- Out-of-Scope Services

ISLAMORADA -REMOTE MONITORING

OUT OF SCOPE SERVICES

Please refer to **Appendix A** for a list of out-of-scope services. These are services provided to our customers that fall outside of standardized coverage under this Statement of Services proposal. These services are quoted either as a non-recurring line item with a flat fee or are proposed and invoiced separately as IT projects.

Any additional requirements not defined in this document as an included product or service will be identified as out-of-scope, then proposed and billed separately. If the additional out-of-scope items are required as part of the formal adoption and execution of this statement during the onboarding phase, these items will be noted in the financial summary section under non-recurring fees or an included addendum.

CLIENT RESPONSIBILITIES

- Customer shall open an Incident through any of several means
 - Utilizing the provided UDT Service Desk phone number
 - Utilizing Customer's self-service portal
 - Utilizing UDT's EUC agent
 - Emailing UDT's Service Desk with the provided details outlined in the Transition SOS.
 - Customer shall provide requested information to the Service Desk while Incidents are being resolved.
- Customers shall make themselves available to assist in the troubleshooting process or request a scheduled time for the Service Desk. The Service Desk shall make every effort to accommodate the requested schedule, factoring in the Incident priorities and other events.
- Customer shall contact the Service Desk directly and promptly for Priority 1 and Priority 2 Incidents.
- Customer shall make every effort to complete each Incident survey to allow UDT to gauge the level of service.
- Customer will ensure that the equipment, OS, and Applications supported have vendor support contracts in place.
- Customer will ensure that all customer's software will include a valid license agreement between the customer and the customer's software original licensor. UDT will comply with the terms contained in the applicable customer software license agreement for customer software provided, including those terms that govern:
- Rights granted or denied to third parties, whether in the form of a sublicense, to copy and distribute the customer software and,
- Usage or duplication of the customer software in the creation of any image that may be required in the performance of the service desk (s) if customer makes the terms of such customer software license available to UDT.
 - In addition to the foregoing obligation, except as permitted in the customer software license agreement, UDT will not copy, modify, decompile, reverse engineer, or disassemble the customer software.
- The customer is responsible for ensuring that all systems supported have a regularly tested backup in place before UDT begins any support within the environment.

PREREQUISITES FROM CUSTOMER

UDT has a proven onboarding methodology to begin onboarding Client environments. All information is captured as part of the onboarding data collection document.

- Client requirements for onboarding data collection documents:
 - Introduction to current architecture and tools in use
 - Remote access details to Client infrastructure
 - Domain service or administrator account login information
 - Point of contacts for notifications and escalations

GENERAL ASSUMPTIONS

UDT made the assumptions that follow in the preparation of the cost, resource estimates and schedule reflected in this SOS. Any changes to the assumptions may result in changes to **UDT** pricing and/or Project schedule.

- **UDT** will be provided with all required physical access to the Clients' facilities (identification badge, escort, parking decal, etc.) as required by the Client's policies.
- Some services provided may be performed during the night shift and weekends. Client will provide the required access to systems and resources.
- Client is responsible for all transport of equipment from receiving area(s) to the data center(s) and/or equipment rooms where it will be installed.
- The client is responsible for the condition and readiness of the electrical power distribution plant and the correction of any anomalies and/or deficiencies.
- The client is responsible for providing all patch cables (copper and fiber optic) unless specifically indicated in the bill of materials.
- The client is responsible for providing adequate rack space, power, environmental controls, data wiring, engineering/staging workspace and any other access required for completion of this project.
- Some activities on this project may be performed on **UDT**'s premises.
- **UDT** may engage subcontractors and third parties in performing a portion of this work.
- **UDT** will not make changes to the configuration of any network equipment after it has been installed and tested.
- Client's technical resources will be made available to the **UDT** project team for planning purposes and to answer questions about the existing environment.
- Client's staff resources will participate in the acceptance and ready for use (RFU) testing associated with this solution and sign off on those tests upon successful completion.
- The client will provide **UDT** admin access on appropriate devices for the success of this project.

ISLAMORADA -REMOTE MONITORING

REMOTE MONITORING - COMPUTE

UDT SERVICES FOR WORKSTATIONS

UDT lets you benefit from maintenance of your Workstation and laptop infrastructure: Reduce the risk of system failure or outages with UDT Services.

| Services Description | Workstations |
|---|--------------|
| Inventory reporting (Workstations / laptops) | ✓ |
| Tools included: Remote Control, recording of remote sessions, Send/receive files from target Workstations | ✓ |

The diverse services and scope defined in this SOS document may be spread over and accounted for in multiple SKUs (Stock Keeping Units), and not necessarily one SKU. Please refer to UDT pricelist to understand what services and scope are included in each SKU.

SUPPORTED OPERATING SYSTEMS

| Microsoft Windows Operating Systems | Linux Operating Systems |
|---|---|
| <ul style="list-style-type: none"> Windows Professional Edition 8*/8.1/10/11 | <ul style="list-style-type: none"> CentOS Red Hat Debian Ubuntu |

**Conditional Support*

SUPPORTED ANTIVIRUS PRODUCTS

| Antivirus Products | |
|--|---|
| <ul style="list-style-type: none"> Norton Security Symantec McAfee Kaspersky Webroot Trend Micro | <ul style="list-style-type: none"> AVG Sophos VIPRE ESET Endpoint Antivirus, ESET NOD32 Microsoft security essential Windows Defender |

CUSTOMER VISIBILITY AND AUDITABILITY

WORKSTATION ASSETS VISIBILITY

Solution providers/customers can have visibility of their Workstation assets through the UDT's portal. This provides unparalleled visibility on the status of the devices across separate locations and provides useful trending reports for advanced analysis.



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SERVICES DETAILS

| Services Descriptions | UDT MANAGE |
|--|---------------|
| Always-on monitoring of Microsoft Applications Monitoring best practices 24x7x365; policy based and dynamic threshold monitoring; eliminate blind spots and get complete visibility | ✓ |
| Alert aggregation, correlation, and enrichment via Service-centric AIOps Best practices in alert correlation; standardized collection, identification, and filtration of data by the value for their specific priorities | ✓ |
| Standard Operating Procedures (SOPs) based initial remediation | ✓ |
| Two-way Integration with ITSM (ITIL Service Management) tools | ✓ |
| Executive Dashboard (web portal), On-Demand, Weekly and Monthly Reports | ✓ |
| Vendor tech support ¹ for further troubleshooting | ✓ |
| Microsoft application server health checks | ✓ |
| Service requests (SRs) | ✓ |

The assorted services and scope defined in this SOS document may be spread over and accounted for in multiple SKUs (Stock Keeping Units), and not necessarily one SKU. Please refer to the price list to understand what services and scope are included in each SKU.

Any items not explicitly covered within this document are considered out of scope. We will review new requests or questions received from customers and add clarifications or define the items explicitly in the SOS documents.

¹ If a customer has valid maintenance or tech support contracts with Microsoft, then UDT will coordinate with Microsoft tech support. Customers must have valid maintenance and technical agreement with appropriate vendors for applications and anti-virus products in scope for management by UDT. Expiration of maintenance or technical support agreements places limits on available services. Software and hardware placed into 'End of Life' by vendor will be limited to best efforts support.

MICROSOFT APPLICATIONS MANAGEMENT - SERVERS

This document specifies the scope and schedule of the services delivered within the **Microsoft Application Management Services**. UDT uses domain experts, as well as advanced tools and methodologies to ensure zero server outages and business continuity.

We proactively monitor and alert on Microsoft Application infrastructure with UDT Enterprise Services: Large Microsoft application environments are usually complex and require systematic monitoring to ensure consistent service delivery. UDT leverages expertise in advanced Microsoft applications & Windows, as well as tools, and methodologies to ensure minimal server outages and maximal business continuity.

SUPPORTED TECHNOLOGIES

| Applications | Version Supported |
|----------------------------|--|
| Microsoft Active Directory | All versions |
| Microsoft Exchange | Microsoft Exchange 2013 and above |
| Microsoft SharePoint | SharePoint Foundation 2010 and above SharePoint Server 2010 and above |

| Operating System | Version Supported |
|------------------|-------------------------------|
| Windows | Windows 2012 Server and above |

KEY MONITORING PARAMETERS

UDT monitors the Microsoft application server infrastructure utilizing standard windows WMI data collection. This enables UDT staff to securely and remotely access the monitored devices to perform standard operating procedures (SOPs) or advanced troubleshooting services.

| Microsoft Windows Server Monitoring | |
|-------------------------------------|--|
| Device Availability: | Up/Down |
| Device Health: | CPU, Memory, Disk utilization, Temperature. |
| Windows Services: | Started/Stopped (All services with start-up type "Automatic.") |
| Windows Event Logs: | Critical and System logs |

| Microsoft Active Directory |
|---|
| AD Database: Database Size (Total/Free) |
| Response: AD and LDAP |
| Services Availability: DNS, Kerberos, Net Logon |
| File Replication: Service health, and traffic (in/out) |

| Microsoft Exchange |
|--|
| Connectivity: Exchange and domain |
| Storage: Database disk performance |
| Counters: Store RPC Processing, Message, Transport, and OWA |
| Queues: Message and Transport Length |

| Microsoft SharePoint |
|--|
| Performance: Response times and UX |
| Storage: Disk performance |
| Failures: Session and Data connection failure rates |
| Monitors: ASP and Web services |

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SERVER MANAGEMENT – VIRTUALIZATION

UDT offers a complete portfolio of management services that includes 24x7 monitoring for Customers. UDT enterprise services for Virtualization Server Management ensures that all virtualized server environments have high performance, security, and availability.

SCOPE OF SERVICES FOR VIRTUALIZATION SERVER MANAGEMENT

This document specifies the scope and schedule of the services delivered within the **Virtualization Server Management Services**. As a requirement to start services, this document must be signed by the end-Customer, as an agreement of the scope and deliverables.

UDT has different service levels to align to different business needs of the Customer in managing your data center infrastructure. Industry standard monitoring checks the availability and performance of servers, and hardware errors. UDT uses domain experts, as well as advanced tools and methodologies to ensure zero server outages and business continuity.

Proactively monitor and alert Customers Virtualization server Infrastructure with UDT. Industry standard monitoring checks the availability and performance of databases, and hardware errors. UDT uses database experts, technological tools, and methodologies to ensure zero server outages thus maintaining business continuity.

SUPPORTED TECHNOLOGIES

| Vendor | Version Supported |
|-----------|--|
| Microsoft | Hyper-V roles on Windows Server 2019, Windows Server 2016, Windows Server 2012 R2, Windows Server 2012 |
| VMware | VMware vSphere suite 7.0, vSAN, vSphere Replication, SRM. |
| Citrix | XenServer Vendor Supported Versions - Platinum, Enterprise, Advanced and Free editions |

KEY MONITORING PARAMETERS

UDT monitors the virtualized server infrastructure utilizing standard data collection. The UDT platform enables virtualization specialists to access the monitored devices securely and remotely to perform standard operating procedures (SOPs). Example parameters are below:

| System Statuses | |
|---|--|
| <ul style="list-style-type: none"> • CPU utilization • Network utilization • Memory utilization and status • Processor status • Controller status • License expiry checks | <ul style="list-style-type: none"> • System health (Storage volume, run-time issues, IO R/W, Memory and Network utilization, SWAP) • VM hosted on each host • Storage status • Discrete sensor status • Numeric sensor status |



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VIRTUALIZATION SERVER HEALTH CHECKS

UDT will run scheduled health checks on Virtualization server infrastructure to check for issues and will escalate to the Customer of critical issues identified and a solution. The following health checks will be performed on a periodic basis:

- Resource utilization and performance trends on host and VMs - CPU/Memory/Disk and data store usage and status
- Check for VM sprawl
- Capacity planning based on usage trends
- Configure necessary backup and snapshots of VMs
- Cluster or pool configuration checks
- Network physical or virtual or virtual switch configuration checks

REMOTE MONITORING AND MANAGEMENT – NETWORK

SUPPORTED TECHNOLOGIES

The following table is a representative listing of supported OEM manufacturer device types. Manufacturers and models are subject to change as market trends develop.

| Network Type | Make and Model |
|----------------|--|
| Switches | Cisco, Juniper, HPE/Aruba |
| Routers | Cisco, Meraki, Juniper |
| Firewalls | Cisco; Juniper, Palo Alto Networks; Fortinet, SonicWall, Checkpoint, Cradlepoint |
| WAP | Cisco Meraki Aruba, Cradlepoint |
| Load Balancers | F5 - LTM /GTM, Citrix NetScaler |
| WAN Optimizers | Riverbed - Steelhead Product Family |
| SD WAN | Meraki, Viptela, VeloCloud |
| Analyzer | FortiAnalyzer |

NETWORK INFRASTRUCTURE MANAGEMENT ISSUES:

| | |
|--|--|
| Device Status (Up/Down) Critical Alerts | UDT runs diagnosticsto check status of problematic device from a different device in same network to eliminate any LAN/WAN issues. |
| Memory, Processor, Buffer Utilization High on Any Network Device | UDT validates utilization by logging into device and identifying reason for high utilization. |
| Inbound/Outbound Errors on Interfaces | UDT checks errors on interfaces and clears errors. If errors persist on WAN link at same rate, UDT checks physical connectivity issue and then escalates to Telco or ISP. |
| Interfaces or Link Down | UDT logs in to device and checks if interface is "admin down" or "protocol down." In case of "admin down," UDT alerts customer and if "protocol down," checks logs to see if issue is due to network flap. |
| VPN Tunnels terminated on firewalls and routers | UDT checks tunnel status to determine tunnel outage on network device. |



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CIRCUIT MANAGEMENT FOR AVAILABILITY

Maintain and manage covered circuits and monitoring of WAN links, circuits for availability. UDT will collaborate with public carrier's/ISP providers on behalf of clients to ensure delivery of WAN services.

Proactive management of WAN links requires real-time notifications and the ability to reach out and connect to circuit details on network enterprise and perform remote troubleshooting. UDT shall maintain and keep a current list of all circuit providers to be contacted in the event of an unscheduled outage.

WAN/ISP SUPPORT

UDT will coordinate for Telco or ISP vendor escalations for internet, leased lines, or MPLS circuits in the event of link down, high latency, or high interface errors. Tickets will be created with the ISP and escalate the issue to the solution provider following the escalation matrix provided under valid Telco/ISP contract.

SLA - DELIVERABLES:

To support the key objectives of the SLA, the processes below are defined as part of the delivery model:

- The team will monitor WAN connectivity and call ISP or create an online ticket, as well as escalate the issue to solution provider as per a standard escalation process
- Summary of conversations with Telco or ISP will be updated in ticket
- It is required that end customers maintain valid support contracts with Telco's or ISP's
- It is required that customer and/or solution provider authorize managed services team to act on their behalf during escalation
- Response and resolution SLAs of vendors are applicable to issues escalated by managed services team.



ISLAMORADA -REMOTE MONITORING

NETWORK ARCHITECTURE GUIDANCE

A service that may be added to this scope of services for an additional fee is UDT network consultants engaging with Client network architects to assess the network infrastructure, identify gaps and improvements which when amended can lead reducing high impact issues and improvement in service delivery for the business. Architecture guidance is an additional service and not part of standard managed services offering. The Architect may perform the following services and activities if additional services are selected:

- Network Assessment
- Architectural discussions with the client's stakeholders, UDT network team and architects
- Review overall architecture and infrastructure
- Review of current LAN, WAN, Security and Wireless equipment and design
- Review of the existing tools and network specific processes
- Recommendations and high-level road map for existing client's architecture.

REMOTE MONITORING AND MANAGEMENT – STORAGE

Large storage environments are usually complex and require systematic monitoring to ensure consistent service delivery. UDT leverages experts in advanced storage, as well as tools, and methodologies to ensure minimal server outages and maximal business continuity.

SUPPORTED TECHNOLOGIES

| Device type | Device details |
|-----------------|--|
| DELL EMC | Clarion CX Series, EMC VNX, Unity, VMAX, PowerMax, Isilon, XtremIO, VPLEX, Recovery Point, EqualLogic PS Series, Dell Compellent |
| NetApp | FAS Series, AFF Series, E Series |
| Pure Storage | M series |
| Nimble Storage | CS Series |
| Hitachi | USPV, AMS Series |
| IBM | IBM SVC, IBM XIV, IBM Flash Systems, IBM Storwize series, DS 3k,5k,8K |
| HP | 3PAR, MSA, P4500, EVA and Lefthand |
| Synology | DS Series |
| Fabric Switches | Brocade (Switches, Directors), Cisco (MDS) |

STORAGE HEALTH CHECKS

The following health checks will be performed on a periodic basis:

- Perform status checks on snapshots for volumes and aggregates.
- Enable auto-support
- Perform license management
- Review audit logs
- Monitoring Aggregate, Pool, and Volume Utilizations.
- Performing Hardware Checks and Vendor Follow-ups.
- Enabling Email Notification for System warning and Critical Alerts

KEY MONITORING PARAMETERS

UDT monitors the storage infrastructure utilizing standard storage data collection. The UDT platform enables UDT staff to access the monitored devices securely and remotely to perform standard operating procedures (SOPs) or advanced troubleshooting services. The following storage metrics monitored:

| Storage Make & Model | Storage Metrics |
|--------------------------|--|
| EMC Clariion/VNX Metrics | <ul style="list-style-type: none"> • Device Availability: Up or down • Device Health: CPU, memory, and disk utilization • Storage SAN Performance • Storage SAN Status |
| NetApp Metrics | <ul style="list-style-type: none"> • Storage system health • System hardware • Disk drive RAID information • Protocol based performance monitoring – NFS • Protocol based performance monitoring – CIFS • Cluster failover(Failover state, partner status and interconnect status) • SNAP mirror summary • Logical disk monitors • Filer inventory details • Snapvault summary • NDMP summary (tape backups) • License enabled state |
| EqualLogic Metrics | <ul style="list-style-type: none"> • Member health • Hardware (Controller battery status) • Disk status and performance • Group members and pool details • Storage pools and volumes |
| Left-hand SAN Switches | <ul style="list-style-type: none"> • SAN Hardware monitors • SAN Cluster space, and performance |
| Data Domain | <ul style="list-style-type: none"> • Hardware monitors for reliability, Sensor switches, power modules, RAID, temperature status • Replication status, system statistics and volume |
| Isilon | <ul style="list-style-type: none"> • Hardware, Storage, and performance monitors |
| Nimble storage | <ul style="list-style-type: none"> • Hardware, Storage, and performance monitors |
| Pure storage | <ul style="list-style-type: none"> • Hardware, Storage, and performance monitors |

INCIDENT CLASSIFICATION

UDT will perform these activities in an SLA based service delivery model. However, because there is no lockdown on the environment, important onsite operational requirements such as availability, capacity, and outages will be the responsibility of the Customer. The Customer should inform UDT of any device addition/deletion, or changes to the Windows servers and environment. The following table describes the various priority levels associated with incidents. The sources of alerts are either from the monitoring system or from user requests entered via the ticketing system, phone calls or e-mails.

PRIORITIZATION MATRIX

Priority Calculation is factored by measuring Urgency and Impact from  (Emergency) to  (Low)

Priority Calculation Table

| | | Urgency | | |
|--------|--------|---------|--------|-----|
| | | High | Medium | Low |
| Impact | High | P1 | P2 | P3 |
| | Medium | P2 | P3 | P4 |
| | Low | P3 | P4 | P5 |

Example – If a user calls the Help Desk to report an incident that has an urgency of “Medium” and an impact of “High,” then Priority Calculation Table will grade the request as “P2” and follow the Service Level Agreement for a Priority 2 Incident.

Incident Time-to-Resolve Table

| Priority | Classification | Response* | Resolution Plan* | Resolve By* |
|----------|----------------|------------|------------------|-------------|
| P1 | Emergency | 30 minutes | 1 hour | 1 day |
| P2 | Critical | 1 hour | 2 hours | 2 days |
| P3 | High | 2 hours | 4 hours | 3 days |
| P4 | Medium | 4 hours | 8 hours | 4 days |
| P5 | Low | 8 hours | 16 hours | 5 days |

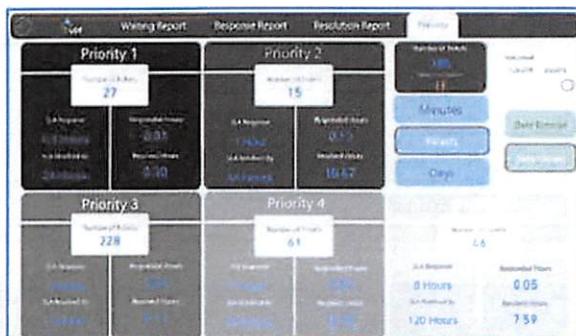
| Priority | Resolution SLA | Mode of escalation |
|--------------|--|-------------------------|
| P0: Critical | This is an EMERGENCY condition that significantly restricts the use of an application, system, network, or device to perform any critical business function. This could mean that several departments in the organization are impacted. Direct calls will be made to the designated IT contact. | Phone, Email and Ticket |
| P1: High | The reported issue may severely restrict use of an application, system, or device in the network. This could mean that a single department is impacted but the overall network and servers are functioning. | Email and Ticket |
| P2: Medium | The reported issue may restrict the use of one or more features of the application, system, network, or device but the business or financial impact is not severe. | Email and Ticket |
| P3: Low | The reported anomaly in the system does not substantially restrict the use of one or more features of the application, system, network, or device to perform necessary business functions. | Email and Ticket |

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REPORTING

Customers can generate on-demand reports from the portal, including:

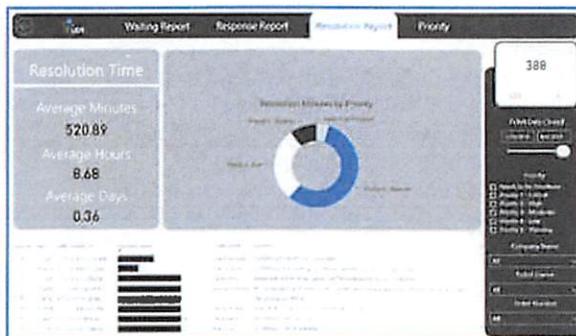
- Server health reports
- Inventory reports
- Problem management reports
- Executive summary reports (monthly)
- Executive report (monthly)
- Realtime Service Dashboards



Priority Dashboard



Response Time Dashboard



Resolution Dashboard



Patch Compliance Dashboard

CUSTOMER REMOTE SUPPORT VISIBILITY

All remote activities performed by UDT engineers on the customer's servers are recorded and available for the customer to replay and review via the UDT platform.

INFRASTRUCTURE VISIBILITY

For UDT to provide our services as effectively and efficiently as possible, we require complete visibility of the entire infrastructure through our platform. This provides critical transparency on the status of all connected devices. This visibility also helps UDT ensure your entire infrastructure is maintained and secured without leaving any potential gaps in protection or serviceability.

To maintain visibility, UDT performs an initial baseline discovery audit and semi-annual infrastructure audits to verify that all devices are under management and in a healthy state. This also allows us to prevent rogue or unsecured devices from being introduced and prevents rogue or unmanaged devices from creating potential security breaches and putting the infrastructure at risk.

Should any devices such as network equipment or computer systems need to be added or removed, UDT will require a change order to be submitted and serves as a formal notification to UDT stating that the new device or device removal is intentional and will need to be updated in the infrastructure assets inventory. This change order will also ensure that there are no gaps in system coverage or that a decommissioned device no longer requires management and can be removed from billing of services and licensing, as necessary.

UDT REQUIRED TECHNOLOGIES

In most cases, UDT will require the deployment of our own appliances to fully support our clients. When this is a represented requirement, the following items will be implemented as part of your initial onboarding process:

| Qty | Model | Description |
|-----|--------------|--|
| 1 | UDT Jump Box | UDT Jump Box Server (Hardware) ESXi + Virtual Machines |
| | | |
| | | |
| | | |
| | | |



ISLAMORADA -REMOTE MONITORING

FINANCIAL

Fees under this SOS are subject to the payment terms set forth.

Managed Services

| Solution | Description | Monthly Recurring Cost |
|--------------------------------|---|------------------------|
| Remote Monitoring & Management | IT Infrastructure Remote Monitoring - 24 x 7 x 365 Remote Monitoring - Customer Portal, Dashboards and Service Reports - Client Success, Service Delivery and Account Management | \$2,150.00 |

* The above mentioned SKUs and services are for remote monitoring. All remediation tasks are to be approved by the Village of Islamorada in writing and billed against the on-file Time and Materials Agreement.
* FortiAnalyzer will be leveraged for the monitoring of all in contract devices.

Managed Assets

| Description | Qty |
|---------------|-----|
| Switches | 13 |
| Firewalls | 6 |
| Circuits | 6 |
| FortiAnalyzer | 1 |

Additional Non-recurring Fees

| Onboarding and Additional Services (Non-Recurring) | Fee | Total |
|--|-----|------------|
| | | |
| | | |
| | | \$0,000.00 |

TERMS

Effective Date

This Agreement shall commence on the Effective Date and remain in effect for an initial term of thirty-six (36) months (the "Term"), unless terminated in accordance with the termination provisions hereunder.

Automatic Renewal

This Agreement shall automatically renew for successive renewal terms of thirty-six (36) month periods (each a "Renewal Term") unless either Party provides written notice to the other Party at least sixty (60) days' prior to the expiration of each Renewal Term. Unless such notification is received sixty (60) days prior to the expiration of the Term (as extended), Services will automatically renew under the same terms as previously provided, including all Termination clauses, as outlined herein.

THE PARTIES HERETO HAVE CAUSED THIS ORDER TO BE EXECUTED BY THEIR RESPECTIVE DULY AUTHORIZED REPRESENTATIVES AS OF THE EFFECTIVE DATE HEREOF.

SIGNATURES

This SOS may be executed by the parties in counterparts which together shall constitute the same SOS among the Parties. A facsimile and/or electronic signature shall constitute an original signature for all intent and purposes.

THE PARTIES HERETO HAVE CAUSED THIS SOS TO BE EXECUTED BY THEIR RESPECTIVE DULY AUTHORIZED REPRESENTATIVES AS OF THE EFFECTIVE DATE HEREOF.

Village of Islamorada

Name:

Title:

Signature:

Date:

UNITED DATA TECHNOLOGIES, INC.

Name:

Title:

Signature:

Date:

EXHIBIT A: CHANGE ORDER REQUEST FORM

| | | | |
|---|------------------|------------|---|
| Requested on "DATE" | | | |
| Client Name: | | | |
| Project Name: | Project Sponsor: | | |
| Project Number: | Project Ticket # | Requestor: | |
| Project Phase: | | Priority: | High <input type="checkbox"/> Med <input type="checkbox"/> Low <input type="checkbox"/> |
| Description of Change: | | | |
| Reason for Change: | | | |
| Ramifications of Change: Schedule <input type="checkbox"/> Staffing <input type="checkbox"/> Other <input type="checkbox"/> (explain ramifications below) | | | |
| Estimated Cost: \$ | | | |
| UDT Responsibilities | | | |

Response to Change Request

| | |
|--|------------|
| UDT | Client |
| Approved <input type="checkbox"/> Rejected <input type="checkbox"/> Cancelled <input type="checkbox"/> | |
| Name: | Name: |
| Signature: | Signature: |
| Title: | Title: |
| Date: | Date: |

CHANGE REQUEST PROCESS

If the Parties wish to change or modify an existing Statement of Work, they shall execute a written statement that references the specific Statement of Work by date, purchase order number, or other identifier, and describes the requested changes using the form set forth in Exhibit A (a "Change Order"). No changes to a SOS shall become effective until both Parties have mutually agreed upon and executed the Change Order Form. When charges are necessary to analyze a change, UDT will provide a written estimate and begin the analysis on written authorization from Client. The terms of a mutually agreed upon Change Request will prevail over those of this SOS or any previous Change Request Form.

23-12-141 United Data Technologies

Final Audit Report

2024-01-17

| | |
|-----------------|--|
| Created: | 2024-01-12 |
| By: | UDT Legal (legalsupport@udtonline.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAMsXucOWx7ALnFFMk8GLvVI9SKAc4pDz_ |

"23-12-141 United Data Technologies" History

- 📄 Document created by UDT Legal (legalsupport@udtonline.com)
2024-01-12 - 7:59:15 PM GMT- IP address: 162.246.142.66
- ✉️ Document emailed to Jesus Pena (jpena@udtonline.com) for signature
2024-01-12 - 7:59:25 PM GMT
- ✉️ Document emailed to Aaron Morris (amorris@udtonline.com) for signature
2024-01-12 - 7:59:25 PM GMT
- ✉️ Document emailed to Fernando Fernandez (ffernandez@udtonline.com) for signature
2024-01-12 - 7:59:25 PM GMT
- ✉️ Document emailed to Josephine Moss (jmoss@udtonline.com) for signature
2024-01-12 - 7:59:25 PM GMT
- ✉️ Email viewed by Aaron Morris (amorris@udtonline.com)
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- ✍️ Signer Aaron Morris (amorris@udtonline.com) entered name at signing as T. Aaron Morris
2024-01-12 - 8:04:18 PM GMT- IP address: 96.46.249.200
- ✍️ Document e-signed by T. Aaron Morris (amorris@udtonline.com)
Signature Date: 2024-01-12 - 8:04:20 PM GMT - Time Source: server- IP address: 96.46.249.200
- 📄 Email viewed by Fernando Fernandez (ffernandez@udtonline.com)
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- 📄 Email viewed by Jesus Pena (jpena@udtonline.com)
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