



Service Agreement Information Technology Consulting Services

This agreement between **Ptolemy Data Systems, Inc.**, herein referred to as **SERVICE PROVIDER** and **the City of Douglas, WY and Converse County Commissioners**, hereinafter referred to as **CLIENT**, is effective upon execution of this agreement.

Whereas CLIENT desires to retain the Information Technology Consulting Services of SERVICE PROVIDER for the services described under "Scope of Work" and whereas, SERVICE PROVIDER is willing to perform the services called for upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter entered into, the parties agree as follows:

1. Terms of Agreement. The requested services shall commence upon execution of this agreement and shall continue in effect until the completion of work defined in Section 2 titled "Scope of Work". Upon execution of this agreement CLIENT grants full and exclusive authority to SERVICE PROVIDER to plan, coordinate, manage and implement the services defined in Section 2.
2. Scope of Work. SERVICE PROVIDER shall provide the following IT Consulting Services in accordance with the "Anticipated Implementation Schedule" defined in Attachment A:
 - I. Network Configuration and Equipment Provisioning.
3. Fees and Terms. The total cost of Engineering Services to be rendered under the terms of this agreement have been itemized in the attached "Network Project" (Attachment A). CLIENT agrees to be invoiced for 100% of the total cost of labor at the time Agreement is signed. CLIENT further agrees that said invoice will be immediately submitted for payment.
4. Expenses. CLIENT shall pay all expenses reasonably incurred by Consultant or third-party contractors in the course of performing services under this Agreement, as mutually agreed upon in advance by the parties hereto.
5. Confidentiality. SERVICE PROVIDER shall treat as confidential and shall not disclose or use for the benefit of any person other than CLIENT any and all information made available or disclosed to SERVICE PROVIDER as a result of or related to this agreement; provided, however, SERVICE PROVIDER shall have no obligation hereunder as to any portion of such information which is disclosed by CLIENT to others without any restriction on use and disclosure.
6. Relationship. SERVICE PROVIDER is retained by CLIENT solely for the purposes and to the extent set forth in this Agreement, and SERVICE PROVIDER's relationship to CLIENT shall during the terms of this Agreement be that of an independent consultant.

7. Waiver, Modification, or Cancellation. Any waiver, alteration, or modification of any of the provisions of this Agreement or cancellation or replacement of this Agreement shall not be valid unless in writing and signed by the parties.
8. Assignment. Any attempt to assign or transfer any rights, duties, or obligations herein shall render such attempted assignment or transfer null and void.
9. Liability. In no event shall SERVICE PROVIDER be held liable for indirect, special, incidental or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.
10. Governing Law. This Agreement shall be governed by the laws of the State of Wyoming. It constitutes the entire Agreement between CLIENT and SERVICE PROVIDER for consulting services. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by CLIENT.
11. SERVICE PROVIDER is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.
12. Government Immunity. Client does not waive sovereign immunity by entering into this Contract and specifically retains immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state law.

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

Accepted by: CLIENT

Name:
Converse County Commissioners

Date

Name:
City of Douglas, WY

Date

SERVICE PROVIDER

Jesus Rios, CEO
Ptolemy Data Systems, Inc.

Date

ATTACHMENT A
IT Consulting Agreement Addition
NETWORK CONFIGURATION & EQUIPMENT PROVISIONING

Network Configuration/Provisioning Fees (not to exceed).....\$9,600.00

Note: Ptolemy will charge only time & materials at a rate of \$120/hour not to exceed 80 hours.

Mileage and per diem based on Federal rates will apply if onsite support is required.

Ptolemy Data Systems proposes to complete the network configuration and provisioning of network firewalls, wireless access points, network switches and network servers based on the following recommended specifications:

- Client will rack and mount all hardware and cable it for communications. Client will ensure data communications are available at the Client side to enable access for Ptolemy to the equipment.
- Ptolemy will remotely configure all hardware noted below and provision to the point that Client is able to manage communications across the network.
- Ptolemy will come onsite as needed; however, we fully expect to manage configuration and provisioning of equipment remotely. Ptolemy is providing the Network Configs as an attachment to this Addition of the IT Consulting Agreement for further reference.

Network Firewalls: Ptolemy will configure and provision the WatchGuard M370 firewalls running in active/passive High Availability (HA) with Total Security Suite. Ptolemy will enable security policies based on Client recommendations.

Ptolemy will ensure public/private wifi network is configured for use.....

Network Switches: Ptolemy will fully configure and provision the Core Network Switches and the Access Network Switches pursuant to the recommended specifications we have engineered.

The core switch stack will provide for link aggregation for downlinks to access switch stacks across switches to provide for switch failover. Core switches will provide for inter-VLAN routing and be provisioned with access control lists (ACL) to provide access to or restriction to VLAN to VLAN

communication. Core switch VLAN interfaces will be the default gateway for the internal VLAN networks and will have a default route upstream to the WatchGuard firewalls listed above. VLAN's will be configured for the following networks:

- VLAN ID 1 – Disabled (Not Used per best practices)
- VLAN ID 10 – Management – Scope 10.0.10.0/24
- VLAN ID 20 – Sheriff – Scope 10.0.20.0/24
- VLAN ID 25 – Sheriff Servers – Scope 10.0.25.0/24
- VLAN ID 30 – Police – Scope 10.0.30.0/24
- VLAN ID 35 – Police Servers – Scope 10.0.35.0/24
- VLAN ID 40 – Dispatch – Scope 10.0.40.0/24
- VLAN ID 45 – Dispatch Servers – Scope 10.0.45.0/24
- VLAN ID 50 – Phones – Scope 10.0.50.0/24
- VLAN ID 100 – Internet – Scope 10.0.100.0/24
- VLAN ID 150 – GuestWiFi – Scope 10.0.150.0/24
- VLAN ID 151 – VideoWiFi – Scope 10.0.151.0/24
- VLAN ID 161 – Vendor1 – Scope 10.0.161.0/24
- VLAN ID 162 – Vendor2 – Scope 10.0.162.0/24
- VLAN ID 200 – StateDCI – No IP Scope
- VLAN ID 201 – ISP1 Dirty – No IP Scope
- VLAN ID 202 – ISP2 Dirty – No IP Scope

Ether-Channel trunks will be configured for core switch stack to access switch stack links. These links will have VLAN 1 untagged and tag all other VLAN's and will explicitly list allowed VLAN's over the links. Ether-Channel trunks will also be configured with port members in different switches in a given stack to provide link aggregation and will provide for link redundancy wherever possible. Ether-Channels will also be configured to provide link aggregation to hosts and servers wherever possible to provide for link redundancy. Switch-to-Switch ether-channel identifier will start at 1 and increment by 1 to each switch stack as needed. Switch-to-Server ether-channel identifier will start at 100 and increment by 1 to each other server as needed.

VLAN management will be maintained across the switches using VTP version 2 at a minimum. Core switch stack will be configured as VTP server and access switch stacks will be configured as VTP clients. New VLAN's can be defined on the core switch stack and will be replicate to client switch stacks.

The access switch stacks will provide for link aggregation for uplinks to core switch stack across switches to provide for switch failover. Access switches will provide for endpoint access and will be provisioned for access port on specific VLAN's or VLAN trunk access as needed. Access switch VLAN 10 interface will be IP addressed for switch management and have a default route to core switch stack VLAN 10 interface.

Network Servers: The VMware servers will come preinstalled and provisioned with the VMware host OS to enable Client to migrate/provision servers as needed. Ptolemy will complete the following as part of this IT Consulting Agreement Addition:

- Assist Client with installation of Client provided Windows OS and setup for Client to be able to complete data transfers and additional software installations. Client will customize server environment to meet their specific needs. Ptolemy will ensure the following server environments are prepared for the Client's use:

Converse County Sheriff's Office:

- Active Directory/Primary Domain Controller/DNS
- Secondary Domain Controller/WSUS/DHCP
- File Server
- PMI Evidence Tracker
- JusticeConnect (Is this a server?)
- WatchGuard Video Server
- RANCID Server (Switch/Firewall Configuration Management)
- Voicemail Storage Server (Avaya Phone System)

Douglas Police Department:

- Active Directory/Primary Domain Controller/DNS
- Secondary Domain Controller/WSUS/DHCP
- File Server
- PMI Evidence Tracker
- Justice SQL Server
- WatchGuard Video

Joint Communications Center:

- Active Directory/Primary Domain Controller/DNS
- Secondary Domain Controller/WSUS/DHCP
- File Server