

**Professional Services Agreement Between
Nine Mile Creek Watershed District and Imagine IT**

Managed Information Technology Services and
SharePoint Migration & Cloud Directory Deployment

This agreement is entered into by the Nine Mile Creek Watershed District, a public body with powers set forth at Minnesota Statutes chapters 103B and 103D (NMCWD), and Imagine IT, a private Minnesota corporation (Imagine IT). In consideration of the terms and conditions set forth herein, including the obligations of mutual consideration, the sufficiency of which is hereby acknowledged, NMCWD and Imagine IT agree as follows:

1. Scope of Services

- A. *SharePoint Migration and Cloud-Directory Deployment Services.* Imagine IT will provide one-time the SharePoint migration and cloud-directory deployment services to NMCWD in accordance with and as described in the August 2021 scope of services attached as Exhibit A (hereinafter, the Transition Services).
- B. *Information Technology Managed Services.* Imagine IT will provide ongoing information technology managed services and additional computer, computing and network support to NMCWD from November 1, 2021, to October 31, 2023, in accordance with and as described by the scope of services attached as Exhibit B (hereinafter, the Managed Services).

Exhibit A and Exhibit B are incorporated into this agreement and their terms and schedules are binding on Imagine IT as terms hereof, except that in the event of any actual or perceived conflict or inconsistency between any term in Exhibit A or Exhibit B and the terms of this agreement, the terms of this agreement will prevail. "The Services," as used herein, encompasses both the Transition Services and the Managed Services. NMCWD, at its discretion, in writing may at any time suspend work or amend the scope of services to delete any task or portion thereof. Authorized work by Imagine IT on a task deleted or modified by NMCWD will be compensated in accordance with paragraphs 5 and 6. Time is of the essence in the performance of the Services.

2. Independent Contractor

Imagine IT is an independent contractor under this agreement. Imagine IT will select the means, method and manner of performing the Services. Nothing herein contained is intended or is to be construed to constitute Imagine IT as an agent, representative or employee of NMCWD in any manner. Personnel performing the Services on behalf of Imagine IT or a subcontractor will not be considered

employees of NMCWD and will not be entitled to any compensation, rights or benefits of any kind from NMCWD.

3. Subcontract and Assignment

Imagine IT will assign and subcontract certain of the Transition Services to Perceptive Solutions Inc., a private Minnesota corporation, as described and specified in Exhibit A. NMCWD consent to the subcontracting described in this paragraph and Exhibit A or NMCWD consent to any other subcontracting does not relieve Imagine IT of its responsibility to perform the Services or any part thereof, nor in any respect its duty of care, insurance obligations, or duty to hold harmless, defend and indemnify under this agreement. Except as specifically authorized herein, Imagine IT will not assign, subcontract or transfer any obligation or interest in this agreement or any of the Services without the written consent of NMCWD and pursuant to any conditions included in that consent.

4. Duty of Care; Indemnification

Imagine IT warrants that it possesses the personnel, expertise, qualifications, capability and resources to perform the Services under the agreement, and will perform the Services with due care and in accordance with national standards of professional care. Imagine IT will defend NMCWD, its board members, employees and agents from any and all actions, costs, damages and liabilities of any nature arising from, and hold each such party harmless, and indemnify it to the extent of harm due to: (a) Imagine IT's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty; or (b) a subcontractor's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty owed by Imagine IT to NMCWD. For any claim subject to this paragraph by an employee of Imagine IT or a subcontractor, the indemnification obligation is not limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Imagine IT or a subcontractor under workers' compensation acts, disability acts or other employee benefit acts.

Imagine IT will not be liable for indirect, special, incidental or consequential damages arising from the Services, including but not limited to loss of profits or revenue.

NMCWD will indemnify, defend and hold harmless Imagine IT, its officers, employees and agents from any and all actions, costs, damages and liabilities of any nature to the degree they are the result of any action or inaction by NMCWD that is the basis for NMCWD's liability in law or equity.

NMCWD acknowledges that no computer system or software can be made completely stable or secure, and that Imagine IT cannot guarantee the stability,

safety or security of NMCWD's network or data or uninterrupted operation of equipment provided or maintained by Imagine IT.

5. Compensation

NMCWD will compensate Imagine IT for the Services in accordance with Exhibit A and Exhibit B. Invoices will be submitted monthly for Services performed during the preceding month, except that NMCWD will pay Imagine IT \$3,798 on complete execution of this agreement against the cost of the Transition Services in Exhibit A (and costs for Transition Services will not be invoiced until costs have exceed the advanced payment) and invoices for Managed Services as defined in Exhibit B will be submitted monthly in advance for Managed Services to be provided in the ensuing month. Direct costs not specified in Exhibit A or Exhibit B will not be reimbursed except with prior written approval of the NMCWD administrator. Subcontractor fees and subcontractor direct costs, as incurred by Imagine IT, will be reimbursed by NMCWD as specified in Exhibit A and otherwise as specified in NMCWD's written approval of any subcontracting. Payment for undisputed work will be due within 60 days of receipt of invoice.

Payment for the Transition Services under this agreement will not exceed **\$11,964** and total payment for the Managed Services under this agreement will not exceed **\$30,000**. Total payment under this agreement will not exceed **\$41,964**. Total payment means all sums to be paid whatsoever, including but not limited to fees and reimbursement of direct costs and subcontract costs, whether specified in this agreement or subsequently authorized by the administrator.

Commented [MW1]: This amount is figured based on the assumption that the transition to cloud storage will be complete and the backup system will be taken offline shortly after the end of the year. So 3 months x \$1,372 = \$4,116 plus 21 months x \$1,134 = \$23,814 for a total of \$27,930 for managed services, rounded up to provide some buffer in case the transition is not complete by then and some flexibility for NMCWD to add services as needed.

Imagine IT will maintain all records pertaining to fees or costs incurred in connection with the Services for six years from the date of completion of the Services. Imagine IT agrees that any authorized NMCWD representative or the state auditor may have access to and the right to examine, audit and copy any such records during normal business hours.

6. Termination; Continuation of Obligations

This agreement is effective when fully executed by the parties and will remain in force until December 31, 2023, unless earlier terminated as set forth herein.

NMCWD may terminate this agreement at its convenience, by a written termination notice stating specifically what prior authorized or additional tasks or services it requires Imagine IT to complete. Imagine IT will receive full compensation for all authorized work performed, except that Imagine IT will not be compensated for any part performance of a specified task or service if termination is due to Imagine IT's breach of this agreement.

Insurance obligations, duty of care, obligation to defend, indemnify and hold harmless, and document-retention requirements will survive the completion of the Services and termination of this agreement.

7. Waiver

The failure of either party to insist on the strict performance by the other party of any provision or obligation under this agreement, or to exercise any option, remedy or right herein, will not waive or relinquish such party's rights in the future to insist on strict performance of any provision, condition or obligation, all of which will remain in full force and affect. The waiver of either party on one or more occasion of any provision or obligation of this agreement will not be construed as a waiver of any subsequent breach of the same provision or obligation, and the consent or approval by either party to or of any act by the other requiring consent or approval will not render unnecessary such party's consent or approval to any subsequent similar act by the other.

Notwithstanding any other term of this agreement, NMCWD waives no immunity in tort. This agreement creates no right in and waives no immunity, defense or liability limit with respect to any third party.

8. Insurance

At all times during the term of this agreement, Imagine IT will have and keep in force the following insurance coverages:

- A. General: \$1.5 million each occurrence and aggregate, covering Imagine IT's ongoing and completed operations on an occurrence basis and including contractual liability.
- B. Professional liability: \$1.5 million each claim and aggregate. Any deductible will be Imagine IT's sole responsibility and may not exceed \$50,000. Coverage may be on a claims-made basis, in which case Imagine IT must maintain the policy for, or obtain extended reporting period coverage extending, at least three (3) years from completion of the Services.
- C. Automobile liability: \$1.5 million combined single limit each occurrence coverage for bodily injury and property damage covering all vehicles on an occurrence basis.
- D. Workers' compensation: in accordance with legal requirements applicable to Imagine IT.

Imagine IT will not commence work until it has filed with NMCWD a certificate of insurance clearly evidencing the required coverages and naming NMCWD as an

additional insured for general liability, along with a copy of the additional insured endorsement establishing coverage for Imagine IT's work and completed operations as primary coverage on a noncontributory basis. The certificate will name NMCWD as a holder and will state that NMCWD will receive written notice before cancellation, nonrenewal or a change in the limit of any described policy under the same terms as Imagine IT.

9. Compliance With Laws

Imagine IT will comply with the laws and requirements of all federal, state, local and other governmental units in connection with performing the Services and will procure all licenses, permits and other rights necessary to perform the Services.

In performing the Services, Imagine IT will ensure that no person is excluded from full employment rights or participation in or the benefits of any program, service or activity on the ground of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status or national origin; and no person who is protected by applicable federal or state laws, rules or regulations against discrimination otherwise will be subjected to discrimination.

10. Materials; Intellectual Property

All materials, data and information obtained or generated by Imagine IT in performing the Services, including documents in hard and electronic copy, software, and all other forms in which the materials, data or information are contained, documented or memorialized are the property of NMCWD. Imagine IT hereby assigns and transfers to NMCWD all right, title and interest in: (a) its copyright, if any, in the materials; any registrations and copyright applications relating to the materials; and any copyright renewals and extensions; (b) all works based on, derived from or incorporating the materials; and (c) all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and all causes of action in law or equity for past, present or future infringement based on the copyrights. Imagine IT agrees to execute all papers and to perform such other proper acts as NMCWD may deem necessary to secure for NMCWD or its assignee the rights herein assigned.

NMCWD may immediately inspect, copy or take possession of any materials on written request to Imagine IT. On termination of the agreement, Imagine IT may maintain a copy of some or all of the materials except for any materials designated by NMCWD as confidential or non-public under applicable law, a copy of which may be maintained by Imagine IT only pursuant to written agreement with NMCWD specifying terms.

11. Data Practices: Confidentiality

If Imagine IT receives a request for data pursuant to the Data Practices Act (Minnesota Statutes chapter 13 (DPA)) that may encompass data (as that term is defined in the DPA) Imagine IT possess or have created as a result of this agreement, it will inform NMCWD immediately and transmit a copy of the request. If the request is addressed to NMCWD, Imagine IT will not provide any information or documents, but will direct the inquiry to NMCWD. If the request is addressed to Imagine IT, Imagine IT will be responsible to determine whether it is legally required to respond to the request and otherwise what its legal obligations are, but will notify and consult with NMCWD and its legal counsel before replying. Nothing in the preceding sentence supersedes Imagine IT's obligations under this agreement with respect to protection of NMCWD data, property rights in data or confidentiality. Nothing in this section constitutes a determination that Imagine IT is performing a governmental function within the meaning of Minnesota Statutes section 13.05, subdivision 11, or otherwise expands the applicability of the DPA beyond its scope under governing law.

Imagine IT agrees that it will not disclose and will hold in confidence any and all proprietary materials owned or possessed by NMCWD and so denominated by NMCWD. Imagine IT will not use any such materials for any purpose other than performance of the Services without NMCWD written consent. This restriction does not apply to materials already possessed by Imagine IT or that Imagine IT received on a non-confidential basis from NMCWD or another party. Consistent with the terms of this section 11 regarding use and protection of confidential and proprietary information, Imagine IT retains a nonexclusive license to use the materials and may publish or use the materials in its professional activities. Any Imagine IT duty of care under this agreement does not extend to any party other than NMCWD or to any use of the materials by NMCWD other than for the purpose(s) for which Imagine IT is compensated under this agreement.

Subject to its obligation to comply with the DPA, NMCWD agrees that it will not disclose and will hold in confidence any and all proprietary materials owned or possessed by Imagine IT and so denominated by Imagine IT.

12. NMCWD Property

All property furnished to or for the use of Imagine IT or a subcontractor by NMCWD and not fully used in the performance of the Services, including but not limited to equipment, supplies, materials and data, both hard copy and electronic, will remain the property of NMCWD and returned to NMCWD at the conclusion of the performance of the Services, or sooner if requested by NMCWD. Imagine IT further agrees that any proprietary materials are the exclusive property of NMCWD and will assert no right, title or interest in the materials. Imagine IT will not disseminate, transfer or dispose of any proprietary materials to any other

person or entity unless specifically authorized in writing by NMCWD. Any property including but not limited to materials supplied to Imagine IT by NMCWD or deriving from NMCWD is supplied to and accepted by Imagine IT as without representation or warranty including but not limited to a warranty of fitness, merchantability, accuracy or completeness. However, Imagine IT's duty of professional care under paragraph 4, above, does not extend to materials provided to Imagine IT by NMCWD or any portion of the Services that is inaccurate or incomplete as the result of Imagine IT's reliance on those materials.

13. Notices

Any written communication required under this agreement to be provided in writing will be directed to the other party as follows:

To NMCWD:

Administrator
Nine Mile Creek Watershed District
12800 Gerard Dr
Eden Prairie, MN 55346

To Imagine IT:

Marc Miller
2950 Metro Drive #308
Bloomington MN 55425
952-905-3700

Either of the above individuals may in writing designate another individual to receive communications under this agreement.

14. Choice of Law, Venue and Jurisdiction

This agreement will be construed under and governed by the laws of the State of Minnesota.

15. Whole Agreement

The entire agreement between the two parties is contained herein and this agreement supersedes all oral agreements and negotiations relating to the subject matter hereof. Any modification of this agreement is valid only when reduced to writing as an amendment to the agreement and signed by the parties hereto. NMCWD may amend this agreement only by action of the NMCWD Board of Managers acting as a body.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto execute and deliver this agreement.

Imagine IT

By _____
Its _____ Date: _____

Approved as to form and execution

NMCWD Attorney

NINE MILE CREEK WATERSHED DISTRICT

By Randall J. Anhorn
Its Administrator Date: _____

DRAFT

Exhibit A
**Scope of Services – SharePoint Migration &
Cloud Directory Deployment**

DRAFT

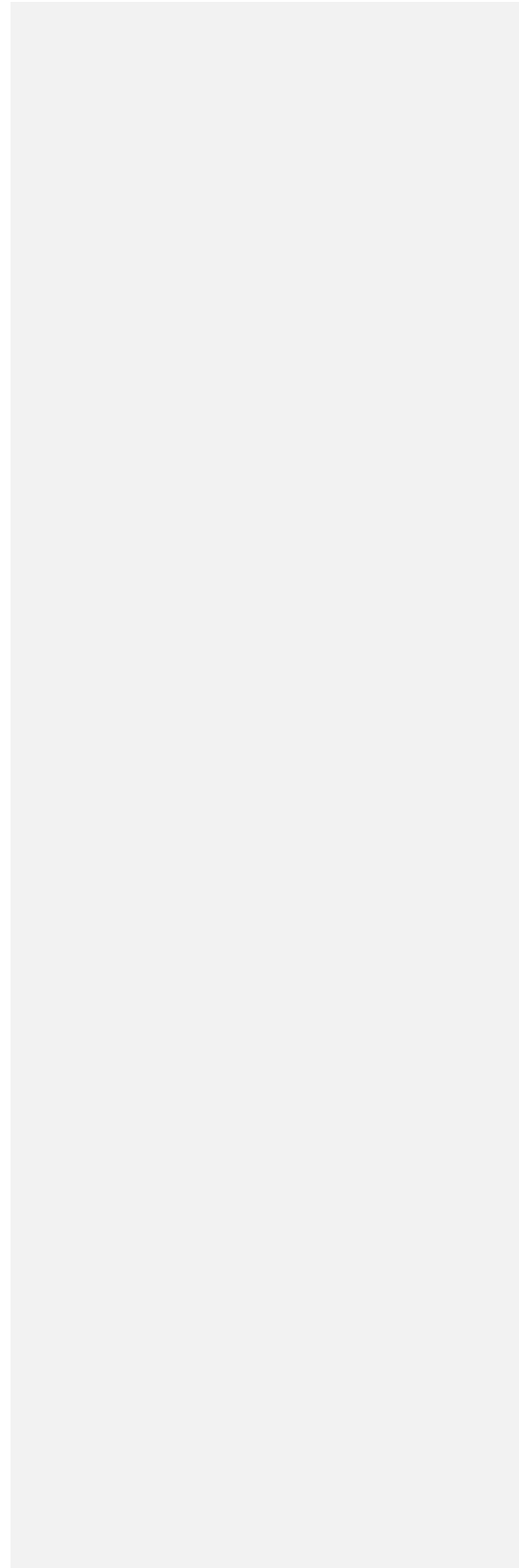


Exhibit B
Scope of Services – Managed Services

1.0 SERVICES

Imagine IT will provide the Services in accordance with the agreement to which this Scope of Services is attached (hereinafter, the Agreement). Imagine IT will provide a primary contact for the duration of the Agreement. The primary contact will have primary responsibility for the performance of the Services, as defined in the Agreement, and for all matters relating to performance under the Agreement. Imagine IT designates Marc Miller as NMCWD's primary contact. Marc Miller will not be replaced as the primary contact without the consent of NMCWD.

1.1 Managed Services

Imagine IT will provide ongoing management of NMCWD's computer environment, including its individual work stations, network, cloud storage and networking, and, until completion of the Transition Services, onsite server, as specified as in Attachment 1 as Managed Services as described in the Agreement. Attachment 1 is incorporated into and made a part of this Exhibit A and the Agreement to the extent it describes work to be performed by Imagine IT. To the degree that any term or provision in Attachment 1 is in actual or perceived conflict with or alters a term or terms in the Agreement, the term or terms in the Agreement prevail. In addition, Managed Services will include facilitating, as necessary, the transition from Imagine IT to its successor on termination of the Agreement, including but not limited to ensuring the continuity of Managed Services and security and backup of all NMCWD electronic data, files and software.

1.2 Access to NMCWD to Perform the Services

Performance of the Services will require Imagine IT to access the NMCWD offices during normal business hours, with NMCWD staff available on the premises, or as otherwise approved in advance by the NMCWD administrator.

2.0 RATES FOR IMAGINE IT SERVICES; EXPENSES

Imagine IT will provide the Services in accordance with the Agreement and this Scope of Services at the following rates:

2.1 Managed Services

Imagine IT agrees to provide the Managed Services described in subsection 1.1 above for a not to exceed amount of \$1,372 per month until completion of the

Transition Services and \$1,134 per month after completion of the Transition Services. NMCWD and Imagine IT agree to review and evaluate the retainer arrangement annually.

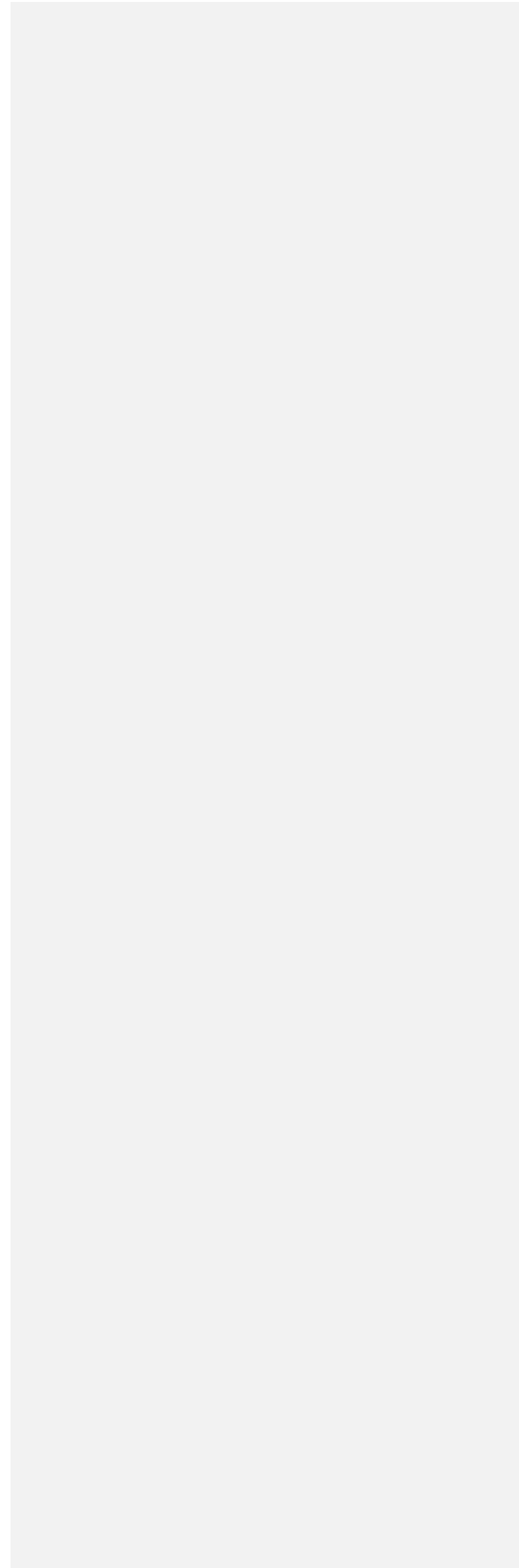
2.2 Additional Services

Imagine IT will provide information-technology services that are not included among those described in Attachment 1 only with the advance written approval of NMCWD.

DRAFT

Attachment 1
Imagine It SAFEZone Managed Services

DRAFT



SharePoint Migration Proposal

for

Randy Anhorn

**Nine Mile Creek Watershed
District**

Prepared by:

Pete Pfutzenreuter

August 2021



Overview

This proposal is for SharePoint implementation at Nile Mile Creek Watershed District. This proposal has been developed after the SharePoint requirements discussion with Nile Mile Creek Watershed District.

Scope

In Scope

1. Accounts and credentials
 - a. Perceptive Solutions will require an account in Nile Mile Creek Watershed District' Microsoft 365 tenant with SharePoint admin level access.
2. Implementation
 - a. Implement new SharePoint architecture, branding, and layout of the Intranet Portal.
 - b. Implement a new intranet landing page based on the branding and layout design.
 - c. Add key document and resource links on the landing page.
3. Library and Folders
 - a. Implement SharePoint library and folders per requirements.
4. Permissions
 - a. Setup site and library level permission
5. Document Migration
 - a. Perceptive Solutions will assist, guide, and/or perform the migration of documents from RDS file server to SharePoint site
6. Training
 - a. Perceptive Solutions will perform a two-hour team training session on the usage and administration of the implemented solution.

Out of scope

1. Implementation of forms and workflows on the sites is not included in this proposal. This can be discussed for future implementation.
2. Migration of personal Drop Box documents is not included in this proposal.

Assumptions and General Background

1. Nile Mile Creek Watershed District have worked on a vision and roadmap of the SharePoint usage and implementation for different department and business process. This proposal will establish the foundation and guidelines for subsequent enhancements.
2. Perceptive Solutions will stand ready to discuss, help, guide and implement all future requirements.
3. Perceptive Solutions will perform all work remotely unless a need arises. We will discuss and plan accordingly.

Methodology

Perceptive Solutions has adopted a project methodology described below. As needed adjustments are made in consultation with the client.

1. Project management
 - a. Project Management resources for this project will be as follows:
 - i. Project management will be provided by the Perceptive Solutions account manager assigned to this project
 - b. Project management will consist of
 - i. Regular email and phone communication with project team members
2. Planning
 - a. Meet with Client
 - i. Introduce project team members
 - ii. Review and ratify project goals and objectives
 - iii. Discuss timeframes and deadlines
 - b. Review of current environment
 - i. Review current configuration of impacted systems
 - c. Gather information and materials
 - i. Obtain credentials needed for the project
 - ii. Create or verify accounts needed to download or manage subscriptions, if applicable
 - iii. Verify equipment and/or digital licensing
 - d. Create high level project plan
3. Design
 - a. Design the solution
 - b. Determine any prerequisite actions that must be taken prior to implementation
 - c. Review the design with Client and obtain approval to proceed
4. Implementation
 - a. Promote the code to the Test environment
 - b. Test and troubleshoot as needed
5. End User Acceptance Testing
 - a. The solution will be tested by a group of test users to be determined by Client
 - b. Client will have responsibility for creating a testing scenario, administering the testing, and gathering feedback from the end user(s)
 - c. Perceptive will review the feedback with Client and adjust the solution as necessary.
6. Upon approval, promote the code to Production
7. Provide post-implementation support for 7 days after the go live date

Project Labor	Price	Qty	Ext. Price
Perceptive Project Labor	\$7,400.00	1	\$7,400.00
Imagine IT Project Management	\$195.00	1	\$195.00
Subtotal:			\$7,595.00

Scope Change Process

Scope Change Requests frequently occur during projects due to the dynamic and collaborative nature of project execution, even if there was significant due-diligence. The following process will be utilized if a change is identified which materially affects the scope described in this proposal:

1. Imagine IT will generate a Scope Change Request describing the identified change, the number of hours required to affect the change, any additional charges, and the timeline.
2. Upon signed approval by the customer, the work will be scheduled and performed.

SharePoint Migration



Prepared by:
Imagine IT, Inc.
 Pete Pfitzenreuter
 952-905-3700
 ppfitzenreuter@imagineiti.com

Prepared for:
Nine Mile Creek Watershed District
 12800 Gerard Drive
 Eden Prairie, MN 55346
 Randy Anhorn
 (952) 835-2078
 ranhorn@ninemilecreek.org

Quote Information:
Quote #: 008872
 Version: 1
 Delivery Date: 08/30/2021
 Expiration Date: 09/30/2021

Quote Summary

Description	Amount
Project Labor	\$7,595.00
Total:	\$7,595.00

~~Payment Terms are NET 15 days.~~ There will be a 50% down payment invoice, and the remainder will not be invoiced until after each applicable phase is complete. Taxes and other fees may apply. Leasing options are estimated, and exclude applicable taxes.

~~Imagine IT, Inc.~~

~~Nine Mile Creek Watershed District~~

~~Signature:~~ _____

~~Signature:~~ _____

~~Name:~~ Pete Pfitzenreuter

~~Name:~~ Randy Anhorn

~~Title:~~ Account Manager

~~Date:~~ _____

~~Date:~~ 08/30/2021

Cloud Directory Deployment Proposal

for

Randy Anhorn
**Nine Mile Creek Watershed
District**

Prepared by:

Jordan DuBois

August 2021



Overview

Here is a proposal to deploy Microsoft's modern cloud-based system for managing users and endpoints.

The Problems

- Security and compliance policies often require things like password, screen-lock, device encryption policies, etc...
- Computers and mobile devices contain org data including Email, documents, photos, databases, and more.
- Mobile devices can get lost or stolen.
- Microsoft Windows Active Directory is expensive to deploy and maintain, doesn't work well with Macs, requires VPN and doesn't function well in a remote-worker world.
- IT staff lack a central tool to manage users and endpoints.

The Solutions

Microsoft Azure Active Directory (user and identity management).

- Allows for central user management, Single Sign-On (SSO), etc..., regardless of user location.

Microsoft Intune (MDM device management).

- Allows for central management of endpoints, and polices enforced like password, screen-lock, encryption, etc..., regardless of device location.

Cloud Directory solves all of the Business Problems listed above AND improves the following Business Capabilities...

- Allows for central user management, Single Sign-On (SSO), etc...
- Allows for central endpoint management, and polices to be enforced like password, screen-lock, encryption, etc...
- Allows for central management of network printers.
- Eliminates the need for Windows Active Directory in most scenarios.
- The account/tenant is owned by the customer. However, Imagine IT is provided administer-level access.

Monthly Subscriptions	Recurring	Qty	Ext. Recurring
CSP Azure Active Directory Premium Plan 1	\$6.00	10	\$60.00
CSP Microsoft 365 Business Premium	\$20.00	10	\$200.00
CSP Microsoft 365 Business Standard	\$12.50	-10	(\$125.00)
CSP Microsoft Defender for Office 365 (Plan 1)	\$2.00	-10	(\$20.00)
PrinterLogic Cloud Print Mgmt (per network printer - qty estimated)	\$15.00	1	\$15.00
Datto Backup Appliance	\$238.00	-1	(\$238.00)
Monthly Subtotal:			(\$108.00)

Statement of Work

Imagine IT will perform the following tasks within scope of this project. If any additional tasks are later determined to be needed, a signed Scope Change Request will be required before performing the additional billable work.

Participate in a discovery/planning meeting.

Azure AD

- Apply the Azure AD Premium license to each user account.
- Setup Office 365 login blocking for all countries other than USA.
- Setup the self-service password reset feature.
- Setup Cloud Print management.

Intune

- Configure policies, including Password and Screen-Lock.
- Deploy the agent to each endpoint.
- Verify policies are active and enforced.

Legacy Active Directory Retirement

- Disjoin all endpoints from the Legacy Domain.
- Retire the Legacy Domain.
- Retire applicable servers.

Cleanup

- Go live and perform any remediation.
- Update our offsite network documentation database with any added or modified items and settings.
- Train the onsite admin on appropriate functionality, duties, end-user changes, and support procedures.

Deployment Labor	Price	Qty	Ext. Price
Discovery / Due Diligence	\$225.00	1	\$225.00
Labor - Azure AD Backend Setup & Configuration	\$390.00	1	\$390.00
Labor - Intune Backend Setup & Configuration	\$390.00	1	\$390.00
Labor - Cloud Print Management	\$390.00	1	\$390.00
Labor - Self-Service Password Reset Portal Setup	\$195.00	1	\$195.00
Labor - Azure Active Directory Setup (per user)	\$97.50	10	\$975.00
Labor - Intune Setup (per endpoint)	\$97.50	5	\$487.50
Labor - Disjoin Servers and Endpoints from Legacy Domain (per device)	\$48.75	7	\$341.25
Labor - Decommission Legacy Active Directory and Servers	\$585.00	1	\$585.00
Project Management	\$390.00	1	\$390.00
Subtotal:			\$4,368.75

Customer Responsibilities

Planning

- Respond to information gathering requests timely.
- Forward migration notification and training communications to end-users timely.

Cutover Day

- After the migration verify that users have no login issues.

Scope Change Process

Scope Change Requests frequently occur during projects due to the dynamic and collaborative nature of project execution, even if there was significant due-diligence. The following process will be utilized if a change is identified which materially affects the scope described in this proposal:

1. Imagine IT will generate a Scope Change Request describing the identified change, the number of hours required to affect the change, any additional charges, and the timeline.
2. Upon signed approval by the customer, the work will be scheduled and performed.

Cloud Directory Deployment



Prepared by:
Imagine IT, Inc.
 Jordan DuBois
 (612) 230-3767
 jdubois@imagineiti.com

Prepared for:
Nine Mile Creek Watershed District
 12800 Gerard Drive
 Eden Prairie, MN 55346
 Randy Anhorn
 (952) 835-2078
 ranhorn@ninemilecreek.org

Quote Information:
Quote #: 008797
 Version: 1
 Delivery Date: 08/05/2021
 Expiration Date: 09/04/2021

Quote Summary

Description	Amount
Deployment Labor	\$4,368.75
Total:	\$4,368.75

Monthly Expenses Summary

Description	Amount
Monthly Subscriptions	(\$108.00)
Monthly Total:	(\$108.00)

~~Payment Terms are NET 15 days.~~ Project progress billing is sent monthly. ~~Taxes,~~ shipping, handling and other fees may apply. Leasing options are estimated, and exclude applicable taxes. ~~We reserve the right to re-quote orders arising from vendor pricing or availability changes, tariff increases, or other errors.~~ Hardware orders above \$10,000 will be subject to a 50% down payment. Project labor quoted above \$6,000 will be subject to a 50% down payment.

Imagine IT, Inc.

Nine Mile Creek Watershed District

Signature: *Jordan DuBois*
 Name: Jordan DuBois
 Title: Manager of Account Management
 Date: 08/05/2021

Signature: _____
 Name: Randy Anhorn
 Date: _____

SAFEZone™ Managed Services

Technology Bottlenecks Place Revenue and the Mission at Risk

Managed IT Services is a highly engaged partnership between Imagine IT and your leadership team. The goal is to more clearly align IT with the corporate mission, provide users with access to better tools, improve staff culture and happiness, provide leadership with better visibility into data, and ultimately increase profitability. All of this will be done as a team.

Problem: You Are Not Getting What You Want From Your Technology & Support

- You want a MONTH-TO-MONTH arrangement with a PREDICTABLE monthly investment.
- You want a technology STRATEGY.
- You want your data ALWAYS protected via Business Continuity caliber backup solutions.
- You want the lights to always STAY ON.
- You want a layered SECURITY STRATEGY that proactively avoids data breaches.
- You want to reach a technician FAST.
- You want to know WHEN the next step is.
- You want a PARTNER that fully understands your Systems.
- You want to be covered when there is IT staff TURNOVER and vacations.
- You want to be able to securely access your data from ANYWHERE.
- You want projects to be WELL-PLANNED, PAINLESS, and completed ON TIME.
- You want to know what the NEXT FEW YEARS look like and how to BUDGET for them.

Solution: Imagine IT “SAFEZone Managed Services”

SAFEZone was designed to meet your expectations for WHAT YOU WANT. Rather than charge an hourly rate for “Time and Materials” work, a relatively flat monthly fee is assigned based upon the total cost to support each user on the network. This shifts much of the risk of IT support onto Imagine IT. Using cutting edge technology, we can proactively monitor and maintain your network. This technology allows us to keep systems healthy, and will help us heal sick systems often before end-users even know about it.

What The Onboarding and Engagement Processes Look Like...

- Define objectives, governance plan, and Roadmap and Obsolescence Timeline.
- Perform customer primary contact(s) onboarding and orientation.
- Deploy tools, perform deep-dive into systems, and complete thorough documentation.
- Establish cadence for strategy meetings and check-in calls.
- Perform assessments of Backup, Security, Business Continuity, O365 Tools, Reporting, A/V.

Services Covered

Service Type	Covered
Month-to-Month Agreement	X
Help Desk 6:00a - 6:00p, M-F, with on-call after-hour support until 10:00p and weekends 9-9	X
SLA Response times range from 30 minutes to 3 days, depending upon urgency	X
Management of Firewalls, WiFi and Switches	X
Remote Monitoring of Servers and Workstations	X
Remote Monitoring and Updating of Antivirus	X
Remote Critical Patch Updates for Microsoft Windows and Office	X
Daily Backup System Verification (for Imagine IT Backup systems)	X
Central Web Console for Customer Login to Create and Update Tickets	X
Remote Access Tool for Admins and End Users	X
Detailed Inventory of all Installed Computers and Software	X
Network Mapping Tool	X
Remote Support Related to Home-Office Connectivity	X
End-User Account Management (adds/terms)	X
Antivirus Subscription	X
Security Shield Monitoring and Investigation	X
Support for IIT deployed 2FA, VPN, Disk Encryption	X
Troubleshooting and Repair of Workstations	X
Troubleshooting Printer Connectivity Issues	X
Support for wireless synching of Mobile Phones and Tablets	X
Vendor/Cloud Management Assistance: ISP, Telco, Phone System, Copier, Web Site Developer, Accounting Software, Cloud Provider, etc...	X
Server troubleshooting, repair and catastrophic recovery (labor to install a replacement/new server would be extra)	X
Support for Approved Security Technologies (must be within the Imagine IT Stack)	X
Procurement	X
Online Technology Planning Roadmap (Infrastructure, Security, Business Processes & Applications)	X
Recurring Technology Planning & Budgeting Meetings (frequency varies)	X
Basic Business Continuity Planning Advice	X
New Workstation Installs (OS preinstalled and delivered to Imagine IT)	\$160

Out-of-Scope Labor (as needed)

- Other Project costs excluded (Office Moves, Server/Email Migrations, etc...).
- All out-of-scope / project / consulting labor is billed at \$160 - \$255/hr, depending upon who performs the work.

What's Excluded from SAFEZone Managed Services

Anything that is considered "out of the ordinary" daily IT support. For example, and not limited to:

- Hardware adds/moves/removes/changes.
- Hardware or operating system work related to out-of-warranty computers.
- Projects.
- Project Pre-Sales Engineering / discovery.
- Operating System or hard drive upgrades, or computer reloads or reimaging.
- Office moves or expansions.
- Wiring.
- Web or application customization.
- Printer repair.
- Support for software out of manufacturer support.
- Investigation and remediation of malware, phishing, or breaches.
- Disaster recovery, and disaster recovery testing.
- Mergers/acquisition projects.
- Audit, compliance, legal, forensics, and related reporting and remediation.

For the complete and up-to-date list of Exclusions, go to:

<http://www.imagineiti.com/managed-services-requirements-exclusions/>