

8. For possible action: Resolution 7936, a resolution of the City of Boulder City, Nevada approving the 2025 Manage Order to renew the 2016 VC3 Master Service Agreement for a term of five years in the amount of \$599,334.36 per fiscal year, or \$2,996,671.80 over the term of the Agreement



City Council Meeting

February 25, 2025

Item No. 8

Staff Report

BOULDER CITY
CITY COUNCIL

MAYOR
JOE HARDY

COUNCIL MEMBERS:
DENISE E. ASHURST
COKIE BOOTH
SHERRI JORGENSEN
STEVE WALTON



MEETING LOCATION:
CITY COUNCIL CHAMBER
401 CALIFORNIA AVENUE
BOULDER CITY, NV 89005

MAILING ADDRESS:
401 CALIFORNIA AVENUE
BOULDER CITY, NV 89005

WEBPAGE:
WWW.BCNV.ORG



ACTING CITY MANAGER:
MICHAEL MAYS, AICP

CITY ATTORNEY:
BRITTANY LEE WALKER, ESQ

CITY CLERK:
TAMI MCKAY, MMC, CPO

COMMUNITY DEVELOPMENT DIRECTOR:
MICHAEL MAYS, AICP

PUBLIC WORKS DIRECTOR:
GARY POINDEXTER

UTILITIES DIRECTOR:
JOSEPH STUBITZ, PE

POLICE CHIEF:
TIM SHEA

ACTING FIRE CHIEF:
GREG CHESSER, CFO

FINANCE DIRECTOR:
CYNTHIA SNEED, CPA, CGFM

PARKS & RECREATION DIRECTOR:
JULIE CALLOWAY, CPRP

TO: Michael Mays, Acting City Manager

FROM: Cynthia Sneed, Finance Director

DATE: February 25, 2025

SUBJECT:

For possible action: Resolution No. 7936, a resolution of the City of Boulder City, Nevada approving the 2025 Manage Order to renew the 2016 VC3 Master Service Agreement for a term of five years in the amount of \$599,334.36 per fiscal year, or \$2,996,671.80 over the term of the Agreement

Business Impact Statement:

This action will not have a significant economic impact on business and will not directly restrict the formation, operation, or expansion of a business

Action Requested:

That the City Council approve the Resolution, approving the 2025 Manage Order to renew the 2016 VC3 Master Service Agreement for a term of five years in the amount of \$599,334.36 per fiscal year, or \$2,996,671.80 over the term of the Agreement.

Overview:

- The City has contracted for information technology services through a managed information services agreement with VC3 since 2016.
- The existing Agreement with VC3 expires in May 2025, and the City desires to enter into another 5 year agreement with VC3 for the services.

Background Information:

Prior to 2016, the City provided in-house information technology services with a limited staff and resources. The changing technology landscape and the costs associated with training city staff to remain (or become) proficient on existing and new platforms, and the costs to

upgrade the City's physical infrastructure continually escalating, it was quickly becoming untenable to keep the services in-house.

In 2016, the City chose to outsource all IT functions, including most physical infrastructure to a company called VC3. Since that change, the City has been able to upgrade our physical infrastructure to adapt to the evolving IT landscape, and provide better computer support services to our employees. The existing VC3 Managed Services Agreement will expire in May 2025. Under that agreement, the City pays \$50,000.00 per month for the services.

NRS 332.115.1 (i), provides a competitive bid exemption for Maintenance and Support for Hardware and Software and Peripheral Devices. Accordingly, the City asked VC3 to provide a new scope of work (2025 Manage Order) for the new services. The term of the new scope of work is 5 years, and the City will pay \$49,944.53 per month for the services outlined. This equates to \$599,334.36 per fiscal year, or \$2,996,671.80 over the life of the contract.

The Master Services Agreement executed with VC3 is still in effect for the duration of our relationship and requires renewal. Any time we renew/extend/change/add or delete services it is done through the "Manage Order" Document. In this case the Manage Order is the document that effectuates our relationship for the next 5 years.

Financial:

This is budgeted for and will be paid from the City's Information Technology account

Boulder City Strategic Plan Goal:

Goal B. Continue Achieving Prudent Financial Stewardship

Department Recommendation: Approve Resolution No. 7936, approving the 2025 Manage Order to renew the 2016 VC3 Master Service Agreement for a term of five years in the amount of \$599,334.36 per fiscal year, or \$2,996,671.80 over the term of the Agreement.

Attachments:

Resolution

2025 Manage Order Document

RESOLUTION NO. 7936

RESOLUTION OF THE CITY COUNCIL OF BOULDER CITY, NEVADA, APPROVING THE 2025 MANAGE ORDER TO RENEW THE 2016 VC3 MASTER SERVICE AGREEMENT FOR A TERM OF 5 YEARS IN THE AMOUNT OF \$599,335.36 PER FISCAL YEAR, OR \$2,996,671.80 OVER THE TERM OF THE AGREEMENT

WHEREAS, The City has contracted for information technology managed services through a Master Services Agreement with VC3 since 2016. The existing Agreement with VC3 expires in May 2025; and

WHEREAS, NRS 332.115.1 (i), provides a competitive bid exemption for Maintenance and Support for Hardware and Software and Peripheral Devices. Accordingly, the City asked VC3 to provide a new scope of work (2025 Manage Order) for the new services; and

WHEREAS, the term of the Manage Order is 5 years, and the City will pay \$49,944.53 per month for the services outlined.

NOW, THEREFORE, BE IT RESOLVED that City Council reaffirms the City's participation in the 2016 Master Services Agreement and approves the 2025 Manage Order to provide Information Technology Managed Services for a term of 5 years at a cost of \$599,334.36 per year or \$2,996,671.80 over the life of the Agreement.

DATED and APPROVED this 25th day of February 2025.

Joe Hardy, Mayor

ATTEST:

Tami McKay, City Clerk



VC3 Manage Order

City of Boulder City, NV

401 California Ave
Boulder City, Nevada 89005
United States

Paul Sikora

psikora@bcnv.org
+17022939246

VC3

1301 Gervais St.
Suite 1800
Columbia, SC 29201
United States

Prepared by: Pat Spampinato

pat.spampinato@vc3.com

Products & Services

PRODUCTS & SERVICES	QUANTITY	UNIT PRICE	PRICE
VC3 Manage - Full User 24x7x365 Remote & Onsite Support: Users, Servers, Network Foundational Protection Components: EDR Including 24x7x365 SOC, M365 Protection & Backups Proactive Monitoring, Maintenance & Patching: Workstations, Servers, Network Strategic IT Planning: Alignment with IT Best Practices, IT Budgeting, Technology Roadmap M365 License Management Vendor Co-Ordination Hardware, Software, Domain and License Procurement / Renewals	101	\$150.00 / month	\$11,665.50 / month after 23% discount for 5 years

PRODUCTS & SERVICES	QUANTITY	UNIT PRICE	PRICE
VC3 Manage - Email Only User Support for email only users includes troubleshooting send/ receive issues and access issue to email platform. M365 & Email Protection & Backups Included	238	\$25.00 / month	\$2,975.00 / month after 50% discount for 5 years
VC3 Manage - Shared User 24x7x365 Remote & Onsite Support: Users using a shared workstation. Foundational Protection Components: EDR Including 24x7x365 SOC, M365 Protection & Backups Proactive Monitoring, Maintenance & Patching: Shared Workstations.	0	\$50.00 / month	\$0.00 / month after 30% discount for 5 years
VC3 Datacenter - Base Infrastructure	1	\$650.79 / month	\$650.79 / month for 5 years
VC3 Datacenter - Application Hosting Users access line of business applications via VC3 Datacenter	101	\$21.17 / month	\$2,138.17 / month for 5 years
VC3 Datacenter - Virtual Desktop Files & Applications hosted in VC3 Datacenter Access to data facilitated by Virtual Desktop	101	\$10.73 / month	\$1,083.73 / month for 5 years
VC3 Hosted Virtual Machine VM Hosted in VC3 Datacenter 2 Cores 6GB RAM 100GB Storage	18	\$182.51 / month	\$3,285.18 / month for 5 years
VC3 Hosted VM - Additional RAM (Per GB)	76	\$1.43 / month	\$108.68 / month for 5 years
VC3 Hosted VM - Additional Storage (Per GB) Allocation of 6TB, Plus 100GB per Hosted VM	7,384	\$0.21 / month	\$1,550.64 / month for 5 years
SQL Standard 2 Core License Pack (Min 4 cores/server)	8	\$181.27 / month	\$1,450.16 / month for 5 years
Data Recovery - Server Backup - VC3 Datacenter	0	\$32.00 / month	\$0.00 / month for 5 years

PRODUCTS & SERVICES	QUANTITY	UNIT PRICE	PRICE
Co-Managed Workstation Monitoring & Maintenance Workstation Monitoring & Maintenance Endpoint Detection & Response + 24x7x365 SOC	137	\$45.99 / month	\$6,300.63 / month for 5 years
Co-Managed Network 24x7x365 Network Monitoring, Maintenance & Support Strategic IT Planning	0	\$202.02 / month	\$0.00 / month for 5 years
Co-Managed Server 24x7x365 Server Monitoring, Maintenance & Support Strategic IT Planning Endpoint Detection & Response (EDR) + 24x7x365 SOC	0	\$202.02 / month	\$0.00 / month for 5 years
Exchange Online (Plan 1) (GCC)	217	\$4.00 / month	\$868.00 / month for 1 year
Exchange Online (Plan 2) (GCC)	4	\$8.00 / month	\$32.00 / month for 1 year
Office 365 E1 NCE Annual Subscription	17	\$10.00 / month	\$170.00 / month for 1 year
Office 365 G1	0	\$9.70 / month	\$0.00 / month for 1 year
Office 365 E3 NCE Annual Subscription	235	\$23.00 / month	\$5,405.00 / month for 1 year
Office 365 G3	0	\$23.00 / month	\$0.00 / month for 1 year
Microsoft Entra ID P2 For Government	473	\$9.00 / month	\$4,257.00 / month for 1 year
Visio Plan 2	3	\$15.00 / month	\$45.00 / month for 1 year

PRODUCTS & SERVICES	QUANTITY	UNIT PRICE	PRICE
Microsoft 365 Audio Conferencing	2	\$2.50 / month	\$5.00 / month for 1 year
Email Protect + Archiving Email Protection & Spam Filtering Email Archiving for up to 10 years	473	\$5.86 / month	\$2,771.78 / month for 5 years
RMM Access Shared Access to VC3 RMM Platform for Internal IT Users for remote support / access purposes only.	1	\$99.99 / month	\$99.99 / month for 1 year
Domain Forwarding Domain forwarding xxx	1	\$2.50 / month	\$2.50 / month for 1 year
Slow RTO - Legacy Solution Support and maintenance for NAS Storage and Cloud Backup solution	1	\$750.00 / month	\$750.00 / month for 1 year
HaaS - Desktop-Standard (60Mo) TFF, R5 Processor, 16GB RAM, 512GB Storage Includes 1x Monitor, Keyboard & Mouse Includes setup and replacement costs.	122	\$35.49 / month	\$4,329.78 / month for 5 years
HaaS - Desktop-Performance (60 Mo) TFF, R7 Processor, 32GB RAM, 512GB Storage Includes 1x Monitor, Keyboard & Mouse Includes setup and replacement costs.	0	\$39.59 / month	\$0.00 / month for 5 years
HaaS - Laptop-Desk-Standard (60Mo) 16" Screen, R5 Processor, 16GB RAM, 512GB Storage Includes 1x Dock, Monitor, Keyboard & Mouse Includes setup and replacement costs.	0	\$47.90 / month	\$0.00 / month for 5 years
HaaS - Laptop-Desk-Performance (60Mo) 16" Screen, R7 Processor, 16GB RAM, 512GB Storage Includes 1x Dock, Monitor, Keyboard & Mouse Includes setup and replacement costs.	0	\$58.52 / month	\$0.00 / month for 5 years

PRODUCTS & SERVICES	QUANTITY	UNIT PRICE	PRICE
HaaS - Laptop-Mobility-Standard (60Mo) 14" Screen, R5 Processor, 16GB RAM, 512GB Storage Includes 1x Dock, Monitor, Keyboard & Mouse Includes setup and replacement costs.	0	\$47.16 / month	\$0.00 / month for 5 years
HaaS - Laptop-Mobility-Performance (60Mo) 14" Screen, R7 Processor, 16GB RAM, 512GB Storage Includes 1x Dock, Monitor, Keyboard & Mouse Includes setup and replacement costs.	0	\$57.58 / month	\$0.00 / month for 5 years
HaaS Rollout / Legacy Replacement Replace existing VC3 owned devices with new standard HaaS devices depicted in Work Order (Running Windows 11) - Implementation Cost covered by HaaS	1	\$0.00	\$0.00 for 1 year
Strategic Advisor Onsite Quarterly Strategic Advisor will come onsite a minimum of 4 times a year (once per quarter). No additional cost	1	\$0.00	\$0.00 for 1 year
Engineer Onsite every other month Engineer will come onsite for one week at a minimum of 6 times per year (every other month) - No Additional cost	1	\$0.00	\$0.00 for 1 year
SUMMARY			
Monthly subtotal			\$49,944.53 after \$6,459.50 discount
One-time subtotal			\$0.00

Comments

Prices shown above are valid for 30 days from date of Order.

The discounts listed above are based on VC3 utilizing a Boulder City Internal IT staff member for periodic smart hands work for fully managed users. If the Company replaces the Boulder City Internal IT staff member for these responsibilities, the discounts will be removed.

This Order is entered into as of December 23, 2024 between VC3 Inc., a Delaware corporation ("Company") and City of Boulder City, NV ("Client")

Order Governed by the Master Agreement

This Order is subject to and governed by Company's Master Agreement in effect on the date this Order is entered into between Company and Client. The Master Agreement is available [here](#) and is incorporated in full into and made a part of this Order by this reference. The Client may also request a copy of the Master Agreement by submitting an email request to betterit@vc3.com identifying the Client and the applicable Orders. Company's entering into this Order is conditioned on Client's agreement to the Master Agreement, and by entering into this Order with Company, Client accepts and agrees to the Master Agreement.

Deliverables & Services

Discovery & Deployment

Setup the Client System for management and provide training to help the Client get the most out of the services. This includes:

1. Deployment of all services listed above.
2. Full documentation and inventory of your network
3. Best-practice configuration of the network for monitoring and management
4. Orientation and training for your staff
5. MacOS Note: If Client is utilizing Mac OS, Company will provide documentation to end users on how to install Company's monitoring and management platform. MacOS does not allow a remote deployment of standard Company tools. Should Mac OS users require onsite assistance to install VC3's monitoring and management platform, support will be provided on a Time and Materials basis at the rates detailed within Client Master Agreement.
6. Implement performance monitoring of client's network prior to and during implementation.

24x7 Monitoring and Incident Response Services

1. Provide 24X7 Incident response services for all included user, server, and network devices.
2. Provide phone, remote and onsite support to authorized users for all included devices.
3. Track all incidents through an ITIL (Information Technology Infrastructure Library) based Service Desk system. All requests will be prioritized and processed per the 'Priority' guidelines listed in Addendum A.
4. Provide 24x7 collection of performance data for the client's included server and network devices per Company's best practices.
5. Utilize industry best practices for remote access, control, and management of all devices.
6. Patching: Deploy, manage, and monitor the installation of approved service packs, security updates and firmware updates as deemed necessary on all applicable devices. Some devices such as tablets and cell phones may not be compatible with included patching methodologies.
7. Resolution of monitoring alerts.
8. Resolution of performance issues.
9. Resolution of availability issues.
10. Resolution of end-user reported problems.
11. Routine additions, deletions, and changes to included devices and users.

Foundational Protection

1. Deploy Endpoint Detection and Response (EDR) to all workstations and servers with Company RMM deployed.
2. Monitor workstations and servers with EDR installed via 24x7x365 partner SOC.
3. Deploy M365 Monitoring and Backup Solutions to Client M365 Tenant.
4. Continually monitor M365 tenancy.
5. Backup M365 (SharePoint, OneDrive, Teams & Exchange Online) 3 times a day.
6. Configure infinite retention on M365 backups.
7. Respond to incidents and service requests. All requests will be prioritized and processed per the 'Priority' guidelines listed in Addendum A.

Application Support

1. Provide support for client licensed 3rd party applications. If it is determined from the initial discovery and/or from third-party application vendors that an application requires additional servers, licensing or support resources, additional monthly costs may be required before the application can be supported.
2. Microsoft Applications:

- a. Includes Microsoft Office and Office 365 core applications. This is limited to Microsoft Access, Excel, OneDrive for Business, OneNote, Outlook, PowerPoint, SharePoint, Teams and Word.
- b. Application installs, synchronization issues, permission management and general troubleshooting are all within scope for these applications.

Strategic IT Planning

Provide the client with a named Strategic resource to assist Client with the following:

1. **Budgeting:** Work with the client to develop an annual technology budget for recurring expense items and new capital requirements in alignment with organizational goals.
2. **Strategic Planning:** Recommend technology solutions as well as provide roadmaps that support key business processes in order to help the client leverage technology appropriately. The Company will work with the client as part of the annual planning process to understand the current business drivers and goals and make recommendations targeted toward maximizing the effectiveness of the client's technology investment.
3. **Analyze IT Health data:** Perform a periodic analysis of the data collected by Company's monitoring systems to proactively resolve issues and assess potential risks within the environment. The Company will make this analysis available to key stakeholders and provide direction on business decisions regarding the level of investment.

IT Asset Administration

1. Hardware and software asset and warranty expiration tracking
2. Domain name expiration tracking
3. Hardware and software purchase specification
4. Web portal access for ticket creation and management
5. Maintaining network documentation and secure password storage
6. Interfacing with vendors such as internet service providers (ISPs)

Procurement

1. Server, Networking, and Power equipment.
2. Desktops, laptops, tablets.
3. Peripherals, including Printers.
4. Software, including subscription-based services.
5. Domain names and security certificates.

Exclusions

Items other than those included above are expressly excluded from the Services provided within this Order. The following exclusions and clarifications are intended to clarify the scope of services for this order:

1. Excluded services are those related to functionality upgrades, such as those required to evaluate, specify, purchase, and implement client system or server upgrades such as operating systems, Microsoft Office suite software unless included with a specific Company product, third party software deployments or upgrades, or equipment related to these services whose scope exceeds that defined above. Company will provide these services to the client on a Time & Materials Order basis at the rates outlined in the Master Agreement. If modification or replacement of a hardware device or component is required, client is responsible for all hardware and hardware vendor services costs, excluding Company owned hardware explicitly provided through this Order.
2. Software development, training and project work, including client-owned PC upgrades and non-patch upgrades of software, are not included.
3. When client requests services by Company not explicitly included in this agreement, they are agreeing to invoicing of said services per the terms outlined in the Master Agreement. For all services which incur additional hourly fees, Company will notify the client that these services are outside the scope of this work order and will receive approval from client prior to rendering these additional services.
4. Software and licensing purchased by the client directly from a third-party vendor are not included as a part of services to be supported.
5. Architectural changes, mass deployment, database management, data visualization and business process automation / troubleshooting are considered excluded from this Order.
6. Cybersecurity event or incident response activities or remediation efforts exceeding eight (8) hours of technician, engineer or project management time.
7. Should deficiencies, malware infections, or critical vulnerabilities be discovered during the deployment of services, Company will bring to Client attention and discuss the impact of the deficiencies on Company's ability to provision the Services and provide client with options to correct the deficiencies. Initial remediation hours will be billed outside of this Order unless otherwise explicitly stated in this Order.

Assumptions

1. The Order will not become effective unless and until it is agreed upon and signed by the Client and Company.
2. If Company is providing or managing Client 's Microsoft Licenses, then Client agrees to the Microsoft terms and conditions as stated in the Microsoft Customer Agreement found here:
<https://www.microsoft.com/licensing/docs/customeragreement>
3. Company reserves the right, at its discretion, to pass onto the client any changes to obligations, such as terms or pricing imposed on Company by a given vendor, for an offering that is currently resold to the client at any time during the current agreement term.
4. Company will make reasonable efforts to resolve all issues remotely prior to dispatching an engineer onsite. Travel hours incurred will be invoiced according to the Master Agreement.
5. Microsoft NCE licenses and subscriptions run on an annual basis and cannot be terminated nor altered mid-term.
6. If client Microsoft licenses are under a current annual NCE subscription, Company assumes they will migrate to become under Company's management at the point of renewal.
7. The items defined in this Order are designed to enhance the security of the customer environment. There is no guarantee that any security measure will prevent a data breach, infection, or other cyber security incident.
8. Company is authorized to obtain any documentation or information regarding any and all accounts at all locations the Client may have with any telecommunications vendor. Company also has the authority to be added as an account contact and speak on behalf of the Client in negotiating services, billing, credits and/or connectivity of this Client's services with the Telecommunications company and/or vendor with the proviso that only the Client has authority to enter into contracts with any vendor or supplier.
9. Throughout the relationship between Company and Client, the Company will also make extensive use of Remote Management software. This software is used across all clients to monitor workstations and servers in real time. Company will also use this software to remotely connect and assist the Client's users when they have a technological problem if the user has an internet connection. In addition, endpoint protection software, ticketing, and asset management are managed through this software.

Client Responsibilities

1. Client will provide a primary point of contact for Company to work with on all services provided in this Order.
2. Client is responsible for authorizing access for Company to sites that are owned / controlled by third parties.
3. Client is responsible for proper disposal of client-owned devices.
4. Client will make a best effort to maintain the minimum infrastructure requirements as defined by Company.
5. Client will maintain both hardware and software maintenance agreements with the source Vendor whenever possible to allow for ongoing access to security updates and to provide quick replacement of non-functioning components.
6. Client must assign Company as their Microsoft Partner of record.
7. Client is responsible for procurement and ownership of all licenses, maintenance, and vendor support agreements required for support of their third-party applications, excluding the Microsoft licensing explicitly included in the per seat packages identified in Products & Services section.
8. Third party tool licensing may be required for additional cost.
9. Client will be financially responsible for any remaining or ongoing charges from Microsoft. Microsoft subscriptions can each have their own terms and renewal dates. It is the client's responsibility to engage Company to adjust Microsoft subscription counts and terminations prior to 12 months from the original work order or subsequent change order purchase date.

Invoicing

1. Recurring services, if included, shall be provided for term indicated in Products & Services, starting from the date of the first recurring invoice (Effective Services Start Date), unless terminated in accordance with the terms of this Order or the Master Agreement.
2. Company will invoice the Client a pro-rated monthly fee based on any partial month of service plus the first full month of service on the Effective Services Start Date. All subsequent service months will be invoiced at the start of the month in which services are to be rendered. Services activated after the first of month may be invoiced on a pro rata basis the following month. All One-Time Fees will be invoiced to Client upon signature of this Order.
3. Any taxes related to services purchased or licensed pursuant to this Order shall be paid by Client or Client shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes and freight charges shall be billed as a separate item on the invoice.
4. Unit rates will automatically increase annually on the anniversary of the Effective Services Start Date equivalent to .
5. The terms of this Order will automatically renew for an additional term of equivalent length to the current active term unless notice of termination is provided by either party no fewer than 90 calendar days prior to expiration of the current active term.

6. Company will audit the Client's usage of the quantity of Services on a monthly basis; for each quantity of Services found in excess of the amount stated in this Order above, Company will increase the monthly service fee amount by the corresponding unit price stated above.
7. At no time during the term of this Order will the fees payable under this Order (i.e. the monthly subtotal amount) drop below seventy-five percent (75%) of the initially agreed upon monthly subtotal stated above.
8. In the event of the early termination of the Agreement in accordance with Section 3.3 of the Master Agreement, Client agrees that the initially agreed upon monthly subtotal stated above shall be used for calculating fees due for the remaining term of the Agreement.
9. Additional services may be added at any time during the life of this Order at the unit price listed above.

Addendum A – Service Desk Priorities

Incidents and Service Requests are triaged and prioritized to effectively resolve the most important issues in a timely manner. Company utilizes the following priorities, criteria and response metrics:

- **Priority 1:**
 - System/device/application down causing work to cease and critical impact to the entire organization, a whole department, or a C-level executive or VIP user; no interim solution available; Client is in danger of or is experiencing a financial loss or the ability to make strategic business decisions is impaired.
 - **24x7 Support:** Priority 1 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.
- **Priority 2:**
 - System/device/application down causing work to cease and potential business impact for up to 5 users, a C-level executive, or a VIP user; no interim solution available.
 - **24x7 Support:** Priority 2 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.
- **Priority 3:**
 - Level of service degraded causing impact to an individual user; no interim solution available. Operational impact to the organization or a whole department though work continues as a result of implementing an interim solution or use of other system/device/service.
 - **Business Hours Support:** Priority 3 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.
- **Priority 4:**
 - Minor inconvenience to a department or user exists though work continues as a result of implementing an interim solution or use of another system/device/service.
 - **Business Hours Support:** Priority 4 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.
- **Priority 5:**
 - Maintenance tasks, audits, or alignment work that is not requested by the client.
 - **Business Hours Support:** Priority 5 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

Call Priority	Initial Client Contact Guidelines	Initial Client Contact Percentages
1	1 Hour	90%
2	2 Hours	90%
3	4 Business Hours	90%
4	8 Business Hours	90%
5	N/A	N/A

Addendum B - Maintenance Windows

All work performed within Company's Hosting or Client Infrastructure is a form of maintenance. Such work may or may not result in a disruption of service depending on the scope of the activity.

1. **Scheduled Maintenance:** All planned work performed on Company's Hosting or Client Infrastructure by Company engineers, or staff is defined as "Scheduled Maintenance". During Scheduled Maintenance, some or all of Company's Hosting or Client Infrastructure may be out of service and therefore may not be accessible to users. Regularly Scheduled Maintenance will occur between 2 AM and 6 AM in the local time zone for which the Client Infrastructure being maintained resides. Downtime to perform changes is expected during this window. If Client has a business need to avoid said downtime, they must provide their request via the Company Service Desk ten business days in advance.

a. **Notification:** Client will be notified via email should Scheduled Maintenance be required to take place outside of the windows specified above.

2. **Emergency Maintenance:** All work performed in response to a disruption or a threat to the availability of a component of Company's Hosting or Client Infrastructure within the control of Company is defined as "Emergency Maintenance". Emergency Maintenance will be conducted based upon the timeframe that the emergency exists. Normal business hours will see an immediate response. For issues that occur during non-business hours, the impact of the event will be evaluated as soon as possible, and appropriate measures taken to return the system to normal availability.

a. **Notification:** Client will be notified via email should Emergency Maintenance be necessary. Commercially reasonable efforts will be made to notify Client prior to emergency maintenance. Company reserves the right to complete Emergency Maintenance without prior notification to Client if necessary to mitigate risks posed by the need for Emergency Maintenance in a timely manner.

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Paul Sikora

psikora@bcnv.org

[sig|req|signer1]

Corey Kaufman

corey.kaufman@vc3.com

[sig|req|signer2]