

RESOLUTION NO. 25-144

A RESOLUTION TO AUTHORIZE A CONTRACT AMENDMENT WITH VC3 FOR CO-MANAGED INFORMATION TECHNOLOGY SERVICES FOR THE CITY OF SPRING HILL, TENNESSEE

WHEREAS, the City of Spring Hill entered into an agreement with VC3, Inc. in June 2022 for the provision of contracted Information Technology (IT) management services, as authorized by Resolution 22-117; and

WHEREAS, the City has identified an opportunity to end the existing agreement through a new contract that will reduce costs while continuing to provide essential IT services; and

WHEREAS, the proposed contract, referred to as the “VC3 Co-Manage” model, establishes a cooperative service approach in which duties such as end-user support and workstation provisioning are jointly managed by internal City IT staff and VC3; and

WHEREAS, VC3 will continue to provide centralized monitoring services and license procurement, while the City assumes certain in-house responsibilities, resulting in a more efficient and cost-effective delivery model; and

WHEREAS, under the new agreement, the City will pay VC3 \$29,589.14 per month, representing cost savings of over \$70,000.00 per year compared to the current budgeted contract; with the possibility to save more through reduction of old equipment and services; and

WHEREAS, the Board of Mayor and Aldermen desires to authorize this new contract in the interest of fiscal responsibility and improved operational effectiveness.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF SPRING HILL, TENNESSEE, AS FOLLOWS:

SECTION 1. The Board of Mayor and Aldermen hereby authorizes the Mayor to execute an amendment to the existing contract with VC3, Inc., adopting the “VC3 Co-Manage” service model, at a monthly cost of \$29,589.14.

SECTION 2. The term of the new agreement shall be for a period of 3 years, beginning July 1, 2025, and ending June 30, 2028, with the option to renew at the end of the contract.

SECTION 3. The Mayor is further authorized to execute any related documents necessary to carry out the intent of this resolution.

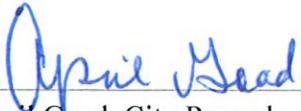
SECTION 4. The contract amendment and supporting documentation attached hereto are hereby made a part of this resolution

Passed and approved this 2nd day of June, 2025.



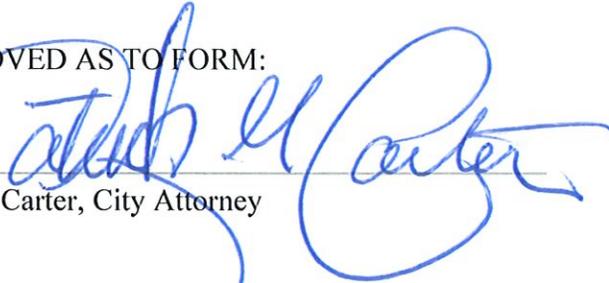
Matt Fitterer, Mayor

ATTEST:



April Goad, City Recorder

APPROVED AS TO FORM:



Patrick Carter, City Attorney



VC3 Co-Manage Order

City of Spring Hill, TN

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Spring Hill, Tennessee 37174
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VC3

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Products & Services

PRODUCTS & SERVICES	QUANTITY	UNIT PRICE	PRICE
Co-Managed Workstation Monitoring & Maintenance Workstation Monitoring & Maintenance Foundational Protection Components: EDR Including 24x7x365 SOC, Cloud Protect, Cloud Data Recovery, Cyber Aware Complete, Dark Web Credential Monitoring, Web Protection & Content Filtering, Email Protection & Spam Filtering, VC3 Security Team	262	\$50.00 / month	\$13,100.00 / month for 3 years
Co-Managed Server 24x7x365 Server Monitoring, Maintenance & Support Strategic IT Planning Foundational Protection Components: EDR Including 24x7x365 SOC, VC3 Security Team	18	\$225.00 / month	\$4,050.00 / month for 3 years

PRODUCTS & SERVICES	QUANTITY	UNIT PRICE	PRICE
Co-Managed Network 24x7x365 Network Monitoring, Maintenance & Support Strategic IT Planning	13	\$225.00 / month	\$2,925.00 / month for 3 years
Email Protect Archiving Upgrade Email Archiving for up to 10 years.	379	\$2.00 / month	\$758.00 / month for 3 years
Co-Managed Email User Protect Cyber Aware Complete - Cyber Security Training & Simulated Phishing Tests Dark Web Credential Monitoring Email Protection & Spam Filtering Cloud Protect Cloud Data Recovery w Infinite Retention VC3 Security Team	117	\$15.00 / month	\$1,755.00 / month for 3 years
DUO MFA Multi-Factor Authentication	129	\$3.00 / month	\$387.00 / month for 3 years
PSA Access Shared access to VC3 Ticketing System for Internal IT Users to manage and respond to end user service requests.	3	\$51.50 / month	\$154.50 / month for 3 years
RMM Access Shared Access to VC3 RMM Platform for Internal IT Users for remote support / access purposes only.	3	\$99.99 / month	\$299.97 / month for 3 years
IT Documentation Shared Access to VC3 Documentation Platform for Internal IT Users	3	\$14.99 / month	\$44.97 / month for 3 years
Data Recovery - Server Backup	1	\$32.00 / month	\$32.00 / month for 3 years
Data Recovery - Cloud Storage (Per GB)	65,000	\$0.05 / month	\$3,250.00 / month for 3 years
Rapid Data Recovery - 36TB Capacity - Inf Retention	1	\$2,832.70 / month	\$2,832.70 / month for 3 years

PRODUCTS & SERVICES	QUANTITY	UNIT PRICE	PRICE
Implementation Fee	1	\$0.00	\$0.00
SUMMARY			
Monthly subtotal			\$29,589.14
One-time subtotal			\$0.00
Comments Prices shown above are valid for 30 days from date of Order. This agreement is a DRAFT and not for signature. Implementation Fee - TBD			

This Order is entered into as of March 31, 2025 between VC3 Inc., a Delaware corporation ("Company") and City of Spring Hill, TN ("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 at <https://www.vc3.com/terms-of-service/> 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 server, and network devices.
2. Provide phone, remote and onsite support to authorized users for all included server and network 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.

Foundational Protection

1. Deployment & Implementation Services:

1. Provision **Dark Web Protect** -Dark web monitoring platform, including provisioning Client's domain(s), reviewing existing data with Client point of contact, and configuring real time alerting:
 1. Configure monitoring service to monitor corporate domains in scope.
2. Provision **Cyber Aware** – Cyber Security Training platform. Includes synchronizing employees between Client's domain and training platform. Company will configure initial and ongoing testing and training at a frequency determined by Client.
 1. Whitelisting emails from the Cyber Aware server to maximize delivery rates.
 2. Maintaining active user list within the platform.
 3. Creating phishing campaigns targeting users on Client domain.
 4. Management of phishing campaigns monthly.
 5. Creating training campaigns, educating users on Client domain.
 6. Management of training campaigns monthly.
 7. Providing phishing / training reports to Client.
3. Configure **Endpoint Protect** – Endpoint Detection & Response (EDR).
 1. Deploy Endpoint Protect agent to all devices with Company RMM deployed.
 2. Configure initial policy settings for application whitelisting.
4. Provision **Email Protect** – Advanced Email Threat Protection platform.
 1. Deploy Email protect to Client Microsoft 365 environment.
 2. Updating MX Records.
 3. Customizing Spam settings.

4. Creating filter policies and approve/block sensor list items.
5. Provision **Web Protect** - Advanced DNS/Web protection platform. Filters content accessible by employees when connected to the corporate network or using corporate devices:
 1. Deployment of agent to all devices with Company RMM deployed.
 2. Initial configuration of web and content filtering policy within the solution.
6. Provision **Cloud Protect** – Cloud Platform Security Event and Incident Reporting platform.
 1. Authentication with Client Microsoft 365 and/or G Suite tenant.
 2. Alerting threshold tuned to meet industry best practices.
7. Provision **Cloud Data Recovery** – Microsoft 365 and/or G Suite Backup Service:
 1. Configure backups for all accounts licensed with appropriate Microsoft 365 and/or G Suite license.
 2. Backup the following items within Clients Microsoft 365 environment:
 1. SharePoint
 2. Teams
 3. OneDrive
 4. Exchange Online
 3. Backup the following items within Clients G Suite environment:
 1. Google Drive
 2. Google Calendar
 3. Gmail
 4. Google Shared Drives
 4. Configure infinite backup data retention.
 5. Configure backups to occur 3 times a day.
8. **M365 MFA**
 1. **Deployment & Implementation Services:**
 1. MFA Configuration: Configure all 365 users to have MFA enforced. Using authenticator app only.
 1. Kickoff Meeting with Client
 2. Create Conditional Access Policy to Enforce MFA on All Users
 3. Create Conditional Access Policy to Block Legacy Authentication
 4. Create Azure Conditional Access Policy to Enforce MFA on Administrators
 5. Create Azure Conditional Access Policy to Enforce MFA on Azure Management
 6. Enable but do not enforce MFA
 7. Create/Send Guide for MFA Enrolment
 8. Run Script/Report to confirm all users have enrolled
 9. Enforce MFA
 10. Provide End-User MFA support
 2. Provision/Setup M365 Entra ID Standards:
 1. Setting up base policy for all users accessing remote materials.
 2. Create Breakglass Account
 3. Setup/Confirm Auditing is enabled
 4. Limit GA roles and cloud only
 5. Consent for Apps
 6. Limit Guest invites to Guest users.

2. General Managed Security Services

1. *24x7 Monitoring and Incident Response Services:*

1. Provide 24X7 Incident response services for all included deployed services.
2. 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.
3. Provide 24x7 Partner Security Operations Centre (SOC) monitoring for all endpoints with Endpoint Protect deployed.
4. 24X7 response to critical event driven incidents.
5. Utilize industry best practices for remote access, control and management of all devices.
6. Monitor and maintain backups for the applicable M365 and/or G Suite tenant and accounts protected.
7. Perform periodic updates to the backup software such as patches, and updates.
8. Perform data recovery actions at the request of Client in line with priorities outlined in Addendum A

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. Resolution of end-user reported problems.
3. Software development, training and project work, including client-owned PC upgrades and non-patch upgrades of software, are not included.
4. 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.
5. Software and licensing purchased by the client directly from a third-party vendor are not included as a part of services to be supported.
6. Architectural changes, mass deployment, database management, data visualization and business process automation / troubleshooting are considered excluded from this Order.
7. Cybersecurity event or incident response activities or remediation efforts exceeding eight (8) hours of technician, engineer or project management time.
8. 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. 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. Microsoft NCE licenses and subscriptions run on an annual basis and cannot be terminated nor altered mid-term.
4. Company will audit client Microsoft License usage during onboarding. Any licenses in use by Client but not shown in the products and services section above will be added to Client invoice at the MSRP set by Microsoft.
5. 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.
6. 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.

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. Upon execution of an Order, Company shall invoice Client for all non-recurring charges due for Company to commence Services, including any onboarding fees. Upon activation of the Services, billing shall commence, and Company shall invoice Client for monthly recurring charges in advance of providing managed services. If the Order start date does not fall on the first calendar day of a month, Company shall calculate the first month's Services on a prorated basis.
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 the CPI change for All Urban Consumers or by 4.00%, whichever is higher.
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.
 1. **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.
 1. **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.

VC3 Co-Manage Product Feature Matrix vs Spring Hill Current Service Advantage Solution				
Features			City of Spring Hill	City of Spring Hill
Category	Technology	Provider	Service Advantage+Options	VC3 Co-Manage+Options
Technology To Be Safe & Secure	EDR	CrowdStrike	✓	✓
	M365 Protection	SaaS Alerts	✓	✓
	M365 Backups	Datto SaaS	✓	✓
	Security Awareness Training	KB4	✓	✓
	Credential Monitoring	ID Agent	✗	✓
	Email Protection & Archiving	ProofPoint	✓	✓
	Web Protection	Cisco Umbrella	✗	✓
	M365 MFA	M365 P1 License	P1 License Must Be Purchased. Required Project To Configure	P1 License Must Be Purchased. Required Project To Configure
Technology To Be Efficient	Self Service Password Reset	CyberQP	✗	✗
	Client Portal	Cloud Radial	✗	✓
	Automated Ticket Response	PIA	✗	✗
	RMM	Kaseya	✗	✓
	Data Driven Decision Making	LionGard	✗	✓
	IT Documentation	IT Glue	✗	✓
	Ticketing System	ConnectWise	✓	✓
Technology Support Services	24x7x365 Remote Support	VC3	✓	Server + Network Only
	Onsite Support	VC3	✓	Server + Network Only
	24x7 Monitoring	VC3	✓	Server + Network Only
	Patching	VC3	✓	✓
	M365 License Mgmt & Support	VC3	✓	If Required
	Hardware & Software Procurement	VC3	✓	If Required
	Vendor Co-Ordination	VC3	✓	If Required
Strategic Advisory Services	Client Relationship Management (CRM)	VC3	✓	✓
	Strategic Advisor (SA)	VC3	✓	✓
	Strategic Technology Roadmap	VC3	✓	✓
	Informed IT Budget	VC3	✓	✓
	Awareness of Industry Standards	VC3	✓	✓
	Support for Exec/Council IT Discussions	VC3	✓	✓
	Trusted Technology Advisor	VC3	✓	✓
	Awareness of Risks & Liabilities	VC3	✓	✓
	Awareness of Funding Opportunities (Grants)	VC3	✓	✓
Security Advisory Services	Gap Assessment	VC3	✗	✗
	Security Roadmap Development	VC3	✗	✗
	Policy & Procedure Creation & Optimization	VC3	✗	✗
	Continuous Framework Monitoring	VC3	✗	✗
Additional Security / Compliance Tools	SIEM / SOAR	AlienVault	✗	✗
	Vulnerability Management	Qualys	✗	✗
	Additional MFA	DUO	✗	✗
	MDM	Intune	✗	✗
Additional Services Available	Professional Services	VC3	Additional Service	Additional Service
	Cloud Services	VC3 / Microsoft	Additional Service	Additional Service
	Data Recovery	MSP 360	✓	✓
	Rapid Data Recovery	Datto	✓	✓
	HaaS	VC3	Additional Services	Additional Service
	App/Dev	VC3	Additional Services	Additional Service
	Website Services	VC3	Additional Services	Additional Service
	VoIP	VC3	Additional Services	Additional Service
MS Licensing	Microsoft	Additional Services	Must Be Purchased By Client	

Is your IT department stretched too thin?

Need someone to work alongside your internal IT team to help secure and manage your technology?

We've spent almost 30 years working with internal IT departments to make IT personal, make IT easy, and get IT right for organizations throughout North America.

With VC3's **Co-Manage**, your internal IT team can excel at their strengths while we take care of the pieces outside of their skill set or time limitations. We're in this together, so we'll treat your network with the same level of respect and urgency as you do.

- ▶ **CAPABLE, RESPONSIVE SUPPORT:** Get 24/7 support from a 100% North American-based team with onsite support in less than 2 hours.
- ▶ **AVERAGE RELATIONSHIP TENURE IS OVER 11 YEARS:** That's longer than most other vendors have been in business. We are committed to delivering exceptional customer experiences, which is why we ensure that we're the right fit for your needs.
- ▶ **FORWARD-THINKING, PRACTICAL PARTNER:** We work with your IT team to understand your goals, how your organization uses technology, how you protect your organization, and where you're having issues with technology. From there, we will work with your team to craft a solution that best suits you today and moving forward.



WE HANDLE ROUTINE TASKS

Take routine but critically important tasks off your plate while your IT team handles end-user support.



WE WORK AS A TEAM

We'll work together on complex technical, planning, and design issues.



YOUR IT TEAM CAN REST EASY

Take a vacation or a sick day, knowing we have your back.



ALL TICKETS ARE TRACKED CENTRALLY

You'll have transparency into the work being done and a seamless way to share tickets and information.



GET EXTRA HANDS WHEN NEEDED

We'll already know your network, so you can feel confident in our work on large projects.



GET ACCESS TO SPECIALISTS

Work with people of varying specialties, so there's always someone to turn to if something is outside your wheelhouse.

REST EASY KNOWING THAT YOU'RE PROTECTED TODAY AND PREPARED FOR WHATEVER TOMORROW BRINGS.

Take the first step today!

VC3.COM | 800-787-1160



Roles and Responsibilities

CITY OF SPRING HILL & VC3

Task	Service Advantage	Co-Managed
T1 End-user Support	VC3	City of Spring Hill
T2 End-user Support	VC3	City of Spring Hill
T3 End-user Support	VC3	City of Spring Hill
Server / Network Support	VC3	VC3
OS Patching	VC3	VC3
Server / Network Monitoring	VC3	VC3
Technology Roadmap	VC3	VC3
IT Budgeting	VC3	VC3
Endpoint Detection & Response	VC3	VC3
IT Hardware / Software / License Procurement	VC3	VC3
Workstation Provisioning (End-user Profiles)	VC3	City of Spring Hill



VC3 Service Comparison

INTERNAL IT RESPONSIBLE FOR END USER SUPPORT WITH CO-MANAGED IT

VC3 SERVICE ADVANTAGE

VC3 CO-MANAGED IT

 24x7x365 User, Server + Network Support	 Microsoft 365 License Management	 Proactive patching and overall IT health management	 Internal IT Team continues to support your end users.	 Proactive patching and overall IT health management	 Microsoft 365 License Management
 Strategic IT Planning	 Dedicated Procurement Team	 Vendor Co-ordination	 24x7x365 Server + Network Support	 Strategic IT Planning	 Dedicated Procurement Team
 Endpoint Detection & Response + 24x7x365 SOC	 M365 Activity Monitoring & Protection	 M365 Backups w/ Infinite Retention	 Vendor Co-ordination	 Endpoint Detection & Response + 24x7x365 SOC	 Endpoint Detection & Response + 24x7x365 SOC

Internal IT Responsible For:

- T1,2, & 3 End-user Service Requests
- End-user Workstation Provisioning



Nick Hoeldtke

From: Dale Graver <Dale.Graver@vc3.com>
Sent: Friday, May 30, 2025 10:56 AM
To: Nick Hoeldtke
Cc: Dale Graver; Jason Page
Subject: [External] VC3 Agreement

Hello Nick,

I just wanted to confirm in writing the answer to your question regarding the VC3 IT Managed Service Agreements. Once you have signed the new VC3 Co-Manage Agreement, it will supersede (replace) the current VC3 Service Advantage Agreement. After you sign the new agreement, VC3 will implement the new services, process and procedures during the onboarding phase. However, during this transition period there will be no duplication in fees associated with the two different agreements.

Let me know if you have additional questions. We look forward to the possibility of continuing our valued partnership with the City of SpringHill, TN.

Have a good weekend!

Dale...



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