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INFOCUS ONSITE SERVICE SUB-AGREEMENT

 Version 2021.1

This inFocus Onsite Service Sub-Agreement, (“OSA”) between Gilmore Solutions, Inc. (“GILMORE”), and the City of Bel Aire (“CLIENT”) further refines the existing Master Services Agreement. All terms and conditions are governed by the Master Services Agreement.

CLIENT desires to have GILMORE perform the Services described in this OSA. Therefore, the parties hereby agree as follows:

1. TERM OF AGREEMENT

- a. This OSA is effective 3/1/2021(“Effective Date”) and shall remain in force for a period of one year unless either party provides thirty (30) days written notification of its intent not to renew this agreement. This agreement may be reviewed annually to address any necessary adjustments or modifications.
- b. This OSA automatically renews for a subsequent one-year term beginning on the day immediately following the end of the initial term.

2. FEES AND PAYMENT SCHEDULE

- a. Fees will be \$4,750 per month, invoiced to CLIENT on a quarterly basis, and will become due and payable on the first day of each quarter.
- b. Services will be suspended if payment is not received within 5 days following due date.
- c. It is understood that all services requested by CLIENT that fall outside of the terms of this OSA will be considered projects and will be quoted and billed as separate, individual services.

3. COVERAGE

Remote Helpdesk, Onsite Service and Vendor Management of CLIENT’S IT networks will be provided to the CLIENT by GILMORE through remote or onsite means between the hours of 8:00 am – 5:00 pm, CST, Monday through Friday, excluding designated Federal holidays. Network Monitoring Services will be provided 24/7/365. All services qualifying under these conditions, as well as services that fall outside this scope will fall under the provisions of Appendix B. Hardware costs of any kind are not covered under the terms of this OSA.

Service Calls Prior to OSA Effective Date

If CLIENT requests service, remote or onsite, prior to the OSA effective date, Gilmore may assist as needed. This service time shall be considered billable time and will be invoiced according to the Service Rates table in Appendix C.

Support and Escalation

GILMORE will respond to CLIENT’S Service Request under the provisions of Appendix A. Service requests must be opened by email or phone to our Help Desk. Each call will be assigned a Service Request Ticket number for tracking. Our escalation process is detailed in Appendix A.

Service Outside Normal Working Hours

Emergency services performed outside of the hours of 8:00 am – 5:00 pm Monday through Friday, excluding designated Federal holidays, shall be provided only on an as-available basis, and invoiced according to the Service Rates table in Appendix C, except as outlined in Optional After-Hours Coverage.

This agreement including any attachments are property of Gilmore Solutions, Inc. and is considered confidential information not to be disclosed or distributed without written authorization by an officer of Gilmore Solutions, Inc..

Initials

CLIENT

GILMORE

Service Calls Where No Trouble is Found

If CLIENT requests onsite service and no problem is found or reproduced, CLIENT shall be billed at the current applicable rates as indicated in Appendix C.

Covered Locations

This OSA covers all locations listed in Appendix C.

4. ADDITIONAL MAINTENANCE SERVICES

Hardware/System Support

- a. GILMORE shall provide support of all hardware and systems specified in Appendix B, provided that all hardware is covered under a currently active vendor support contract; or replaceable parts be readily available, and all software be genuine, currently licensed and vendor-supported. Should any hardware or systems fail to meet these provisions, they will be excluded from this OSA. GILMORE does not provide support for operation of line-of-business software but may facilitate communication between vendor support and CLIENT. Should 3rd party vendor support charges be required to resolve any issues, these will be passed on to the CLIENT after first receiving the CLIENT'S authorization to incur them.
- b. If it is determined that a computer reformat is needed to get to operational standards, the service time to complete those services will be covered under this agreement, provided the hardware is under warranty. If, however, the hardware is no longer under warranty, the service time required for the reformat will be billed at the then-current service rate.

Monitoring Services

GILMORE will provide ongoing monitoring and security services of all critical devices as indicated in Appendix B. GILMORE will provide monthly reports, as well as documentation of critical alerts, scans and event resolutions to CLIENT. Should a problem be discovered during monitoring, GILMORE shall make every attempt to rectify the condition in a timely manner through remote means.

5. SUITABILITY OF EXISTING ENVIRONMENT – MINIMUM STANDARDS REQUIRED FOR SERVICES

In order for CLIENT'S existing environment to qualify for GILMORE'S Managed Services, the following requirements must be met:

- a. All servers with Microsoft Windows operating systems must be running a version of the operating system under current support by Microsoft and have the latest Microsoft service packs and critical updates installed.
- b. All desktop PC's and notebooks/laptops with Microsoft Windows operating systems must be running a version of the operating system under current support by Microsoft and have the latest Microsoft service packs and critical updates installed.
- c. All server and desktop software must be genuine, licensed and vendor-supported.
- d. The environment must have a currently licensed, up-to-date and vendor-supported antivirus solution and OpenDNS protecting all servers, desktops, notebooks/laptops, and email (provided by GILMORE under this OSA).
- e. The environment must have a currently licensed, vendor-supported backup solution that can be monitored, and send notifications on job failures and (provided by GILMORE under this OSA).
- f. The environment must have a currently licensed, vendor-supported hardware firewall with gateway security services enabled between all internal networks and the internet (Gateway services are provided under this OSA given Client's use of GILMORE-supported firewall device).
- g. All Wireless data traffic in the environment must be securely encrypted, or sufficiently isolated from the internal network for which monitoring and support is being provided.

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- h. CLIENT must utilize an enterprise-level email hosting solution approved by Gilmore, including centralized administration, managed and configurable SPAM filtering features, and antivirus filtering at a minimum.
 - i. CLIENT end users will not have administrative privileges on any machines or other networked devices unless approved by Gilmore.

Costs required to bring CLIENT'S environment up to these minimum standards are not included in this OSA. Labor to remediate any malicious activity prior to having these standards in place is not covered by this OSA.

6. EXCLUDED SERVICES

Service rendered under this OSA does not include:

- 1) Parts, equipment or software not covered by vendor/manufacturer warranty or support.
- 2) The cost of any parts, equipment, or shipping charges of any kind.
- 3) The additional cost of remote backup above 50 gigabytes per month.
- 4) The additional cost of local disaster recovery workstation images above quantity 0 workstation(s).
- 5) The additional cost of local disaster recovery server images above quantity 3 server(s).
- 6) The additional cost of remote disaster recovery server images above quantity 3 server(s).
- 7) The additional cost of managed workstations over 67 and servers over 3.
- 8) The cost of any software, licensing, or software renewal or upgrade fees of any kind, other than those specifically mentioned in this agreement.
- 9) The cost of any 3rd party vendor or manufacturer support or incident fees of any kind.
- 10) The cost to bring CLIENT'S environment up to minimum standards required for services.
- 11) Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
- 12) Service and repair made necessary by the alteration or modification of equipment other than that authorized by GILMORE, including alterations, software installations or modifications of equipment made by CLIENT'S employees or anyone other than GILMORE.
- 13) Maintenance of applications software packages, whether acquired from GILMORE or any other source unless as specified in Appendix B.
- 14) Programming (modification of software code) and program (software) maintenance unless as specified in Appendix B.
- 15) Training services of any kind.
- 16) Service to install any new hardware whether it's being added to the environment or replacing current hardware. If such hardware is purchased from GILMORE, the then-current discounted service rate will apply. If the hardware was available for purchase through GILMORE, but was purchased elsewhere, service time will be billed at the current non-discounted service rate.
- 17) Service to upgrade software. Updates and patches are provided, but upgrades are considered projects.
- 18) All services related to regulatory compliance or audit functions, including but not limited to checklists and questionnaires not specifically outlined in this agreement.
- 19) Service to reformat a computer that is no longer under warranty.
- 20) Services to rectify damages or lingering issues resulting from malware, crypto locker infection, or similar, occurring prior to inception of this OSA.
- 21) Services related to recovery from any form of IT security incident. GILMORE highly recommends consulting with your insurance provider to determine appropriate coverage.

7. OPTIONAL AFTER-HOURS COVERAGE

The following provisions set forth the conditions by which GILMORE shall provide services and support for CLIENT'S technology systems outside of normal business hours (defined as Monday through Friday, 8:00 am – 5:00 pm, CST, excluding designated Federal holidays).

_____ By initialing here, CLIENT indicates the intention to accept the optional after-hours services provided for herein by GILMORE, as an extension to the coverage of this OSA.

GILMORE shall provide CLIENT with support services for issues that occur and for which notification is provided to GILMORE outside normal business hours. Parties agree that after-hours services shall be provided with the following assumptions:

- a. Initial response will be received by Client's contact within one (1) hour of request for after-hours service.
- b. Services shall be requested using the designated Emergency After-Hours procedure provided to CLIENT. Requests for service otherwise-communicated to GILMORE will not be guaranteed to receive a response within one hour.
- c. A one-hour minimum charge for service time shall be applied to all after-hours support requests.
- d. Service time associated with after-hours requests will be invoiced to CLIENT at the applicable multiple for such service based on the then-current base rate and time of service (1.5 x base per hour Monday-Friday from 5:01 pm to 9:00 pm, CST, and 2 x base per hour any other time and on designated Federal Holidays).

Fees of \$350 per month shall be invoiced to CLIENT on the same billing cycle as the OSA to provide this after-hours support response for all technology assets as outlined in this OSA.

_____ By initialing here, CLIENT indicates the intention to decline the after-hours coverage offered as an extension to the coverage of this OSA.

- a. CLIENT acknowledges that GILMORE provides no guarantee of response time in the event of an after-hours service request submitted by CLIENT.
- b. A one-hour minimum charge for service time shall be applied to all after-hours support requests.
- c. CLIENT acknowledges that per-hour rates for any services provided by GILMORE outside of normal business hours (defined as Monday through Friday, 8:00 am to 5:00 pm, CST, excluding designated Federal holidays) will be invoiced to CLIENT at the applicable multiple for such service based on the then-current base rate and time of service (2 x base per hour Monday-Friday from 5:01 pm to 9:00 pm, CST, and 3 x base per hour any other time and on designated Federal Holidays).

8. ACCEPTANCE OF INFOCUS ONSITE SERVICE SUB-AGREEMENT

This OSA covers only those services and equipment in service at the signing of this OSA and referenced in Appendix B. GILMORE must deem acceptable any equipment services CLIENT may want to add to this OSA after the effective date for inclusion under this OSA. The addition of equipment or services not in service at the signing of this OSA, if acceptable to GILMORE, shall result in an adjustment to the CLIENT’S monthly charges.

By agreeing to these terms, CLIENT agrees to receive alerts and notifications, including automated, from GILMORE.

IN WITNESS WHEREOF, the parties have executed this Sub-Agreement as of the date indicated above.

ACCEPTED FOR THE CITY OF BEL AIRE:

ACCEPTED FOR GILMORE SOLUTIONS, INC.:

BY: Printed Name, Title & Date

BY: Printed Name, Title & Date

Signature

Signature

Appendix A

Response and Escalation Times

The following table shows the targets of response and escalation times for each priority level:

Issue	Priority	Response time (in hours) *	Escalation threshold (in hours)
Service not available (all users and functions unavailable)	1	Within 1 business hour	2 hours
Significant degradation of service (large number of users or business critical functions affected)	2	Within 2 business hours	4 hours
Limited degradation of service (limited number of users or functions affected, business process can continue).	3	Within 24 business hours	48 hours
Small service degradation (business process can continue, one user affected).	4	Within 48 business hours	96 hours

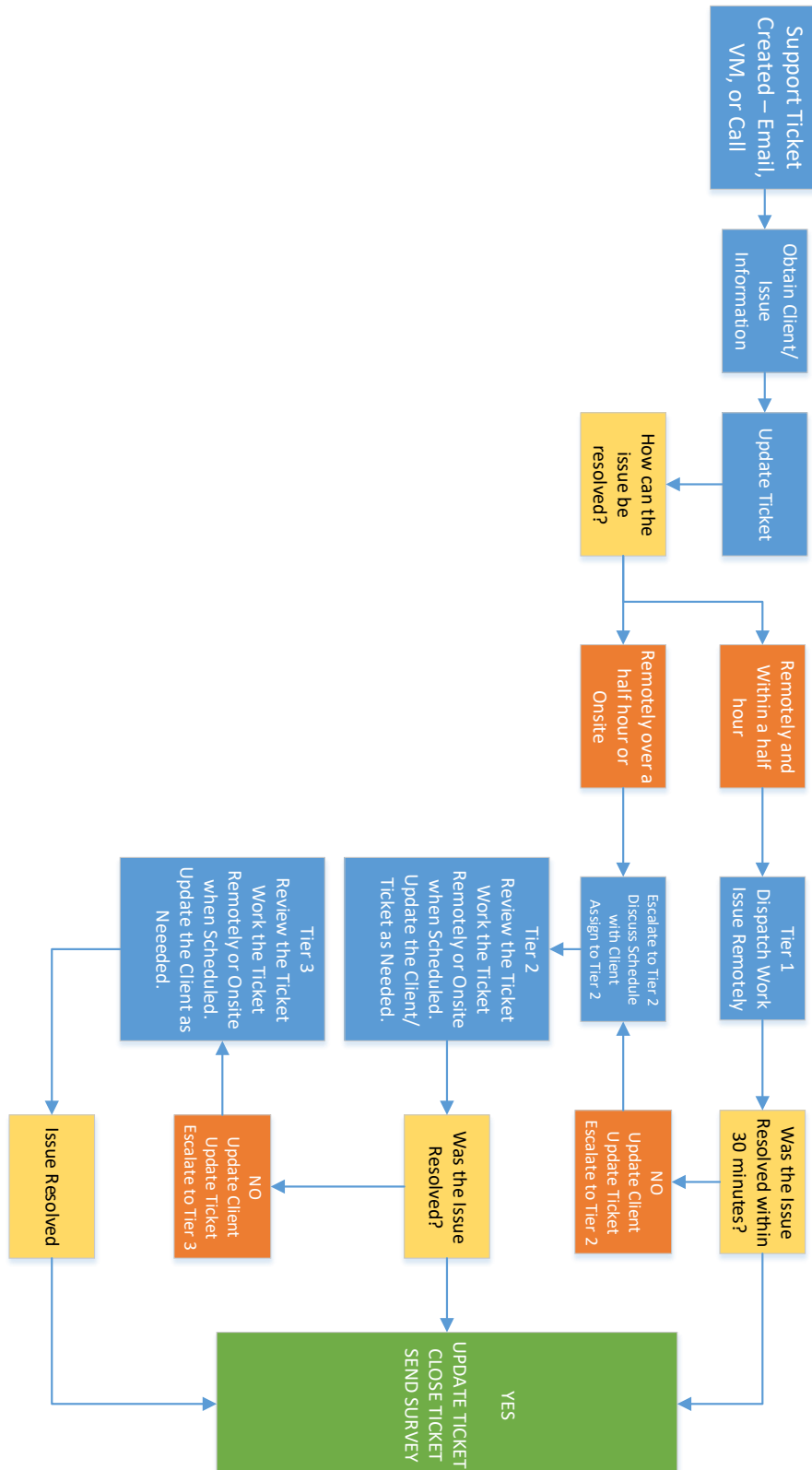
Support Tiers

The following details and describes our Support Tier levels:

Support Tier	Description
Tier 1 Support	All support incidents begin in Tier 1, where the initial service request is created, the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated.
Tier 2 Support	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced engineers.
Tier 3 Support	Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced engineers who have the ability to collaborate with 3 rd party (vendor) support engineers to resolve the most complex issues.

Appendix A (Continued)

Service Request Escalation Procedure



Appendix B

Description Frequency Included in maintenance

General

Document software and hardware changes	As performed	YES
Test backups with restores	Quarterly	YES
Monthly reports of work accomplished, work in progress, etc.	Monthly	YES

Servers

Manage Servers	Ongoing	YES
Check print queues	As needed	YES
Monitor all Server services	Ongoing	YES
Keep Service Packs, Patches and Hotfixes current as per company policy	Monthly	YES
Check event log of every server and identify any potential issues	As things appear	YES
Monitor hard drive free space on server	Ongoing	YES
Exchange Server user/mailbox management	As needed	YES
Monitor Active Directory replication	As needed	YES
Monitor WINS replication	As needed	YES
SQL server management	As needed	YES
Reboot servers if needed	As needed	YES
Run defrag and chkdsk on all drives	As needed	YES
Scheduled off time server maintenance	As needed	YES
Install supported software updates (NOT upgrades)	As needed	YES
Determine logical directory structure, Implement, MAP, and detail	As needed	YES
Set up and maintain groups (accounting, admin, printers, sales, warehouse, etc)	As needed	YES
Check status of backups	Daily	YES
Alert Client to dangerous conditions -Memory running low -Hard drive showing sign of failure -Hard drive running out of disk space -Controllers losing interrupts -Network Cards report unusual collision activity	As needed	YES
Educate and correct user errors (deleted files, corrupted files, etc.)	As needed	YES
Clean and prune directory structure, keep efficient and active	As needed	YES

Disaster Recovery

Disaster Recovery of Server(s)	As Needed	YES
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Appendix B (Continued)

Description Frequency Included in maintenance

Devices

Manage Desktops and Notebooks	Ongoing	YES
Manage Network Printers	Ongoing	YES
Manage Other Networked Devices	Ongoing	YES
Manage Tablets/Smartphones	Ongoing	YES

Networks

Check router logs	As needed	YES
Performance Monitoring/Capacity Planning	Ongoing	YES
Monitor DSU/TSU, switches, hubs and internet connectivity, and make sure everything is operational (available for SNMP manageable devices only)	Ongoing	YES
Maintain office connectivity to the Internet	As needed	YES

Security

Check firewall logs	As needed	YES
Confirm that antivirus virus definition auto updates have occurred	As needed	YES
Confirm that antispyware updates have occurred	As needed	YES
Confirm that backup has been performed on a daily basis	Daily	YES
Create new directories, shares and security groups, new accounts, disable/delete old accounts, manage account policies	As needed	YES
Permissions and file system management	As needed	YES
Set up new users including login restrictions, passwords, security, applications	As needed	YES
Set up and change security for users and applications	Ongoing	YES
Monitor for unusual activity among users	As needed	YES

Applications

Ensure Microsoft Office Applications are functioning as designed	As needed	YES
Ensure Microsoft ActiveSync Applications are functioning as designed	As needed	YES
Ensure Data Backup systems and applications are functioning	As needed	YES
Ensure core business client applications are functioning as designed and are able to access server resources	As needed	YES

Minimum Standards

Fortinet Firewall or Gilmore approved UTM hardware at all locations		YES
Firewall Services Enabled		included
GILMORE installed Security Suite covering all devices, which includes Trend Micro antivirus, our Gilmore agents, and OpenDNS		included
Office365 or Gilmore approved professional level email platform		YES

Appendix C Standard Service Rates

inFocus-Discounted Base Rate as of 1/2020 - \$135/Hour

The table below indicates the professional service rates to be expected, assuming no After-Hours Service Addendum overriding these rates has been executed.

Labor	Rate Multiplier
inFocus Covered Service 8am-5pm M-F, CST	INCLUDED
Onsite or Remote Service 5:01pm – 9pm M-F & 8am – 5pm Sat., CST	2 X Base
Onsite or Remote Service All Other Times including Designated Federal Holidays	3 X Base

Locations