



City of Nome

MSP Agreement

36 Month Term

Jeremy Brabham
2-13-2025

ANGEL COMPUTER SYSTEMS, INC.

AGREEMENT FOR MANAGED IT SERVICES

4111 Bridgeport Way West
Suite B
University Place WA 98466

CLIENT: City of Nome

BEGINNING DATE: 6/1/2025

TERM: 36 Months

THIS AGREEMENT (the “Agreement”) is made effective the first date indicated above, between **City of Nome**, (Client), and **Angel Computer Systems, Inc.**, (AngelCom) a Washington Corporation, as follows:

Service Overview

1. Scope of Work:

1. Maintenance and Administration

- a. AngelCom will provide monitoring of Client environment elements as detailed in Appendix A, which outlines coverage envelope details with per-device granularity.
- b. AngelCom will monitor for malware, intrusion detections and report weekly on vulnerabilities affecting production environment.
- c. AngelCom maintains proactive service descriptions for each of the items outlined in coverage envelope detailed in Appendix A. These service descriptions are organized by asset class and can be provided to Client upon request.
- d. AngelCom will work with Client to outline the sanctioned routine maintenance windows, scheduling patching and systems restart rules and establishing change management process expectations.
- e. AngelCom will work with Client to capture documentation specific to the Client Environment as detailed in Appendix A. Documentation will be stored in a shared online accessible resource with access given to both Client and AngelCom Managed Support Resources for reference. AngelCom and Client are responsible for change management related to documentation.
- e. AngelCom patching and procedures will consist of both a manual and scripted process, which is determined by the AngelCom Managed Service Team and the tools available. Any onsite patching will be coordinated by AngelCom as needed.

2. Remote Helpdesk

AngelCom will provide staffed telephone support and monitored email support per the coverage envelope details listed in “Appendix A” of this document. Hours of operation for helpdesk are 4:30 AM to 5:00 PM Alaskan Time, Monday through Friday, excluding AngelCom Holidays outlined in Appendix C.

3. Vendor Management

AngelCom will manage and direct all Information Technology Vendors designated as a Supported Asset or Application defined in “Appendix A” in support of Client AngelCom Managed Services Support environment. AngelCom will track work order requests and update Client based on work

performed by AngelCom and its Third-Party Vendors. AngelCom will manage Vendors through remote means between the hours of 4:30 AM and 5:00 PM Alaskan Time, Monday through Friday, excluding Holidays. Client Internal Staff will have primary responsibility for coordination and first response on alerts and notification to appropriate vendor(s) and/or third-party resource(s) to assist AngelCom in the event cross-platform collaboration is needed.

4 Primary Point of Contact (POC)

AngelCom will provide a POC to work with Client to ensure optimal delivery of all services provided. AngelCom's POC provides our clients with a key contact to oversee and coordinate all scheduled activities, Stewardship calls, project management, tracking, reporting, documentation, invoicing, reoccurring tickets, issue resolution and change management.

5 Virtual IT Director

As an added benefit to the City of Nome, AngelCom will provide a Virtual IT Director to serve in a remote IT leadership role. The Virtual IT Director will act on behalf of the City of Nome, offering strategic guidance, assisting with technology decisions, and supporting long-term IT planning and initiatives.

This role ensures that the City of Nome has access to experienced IT leadership without the overhead of a full-time, in-house position. The Virtual IT Director will help align technology strategies with the City's goals, ensuring proactive and informed decision-making.

The Virtual IT Director will also attend City Council meetings as needed to provide updates, offer insights on technology matters, and support IT-related discussions. Any travel time and expenses associated with these meetings will be billed in accordance with the terms outlined in Appendix B.

6 Cybersecurity Managed Services

a. **Managed Detection and Response (MDR)**

AngelCom will partner with a third-party Managed Detection and Response (MDR) provider to deliver advanced threat detection and response services. This solution provides 24/7 monitoring, threat intelligence, and incident response capabilities to protect the network and minimize security risks.

b. **Remote Monitoring and Management (RMM)**

AngelCom will deploy a Remote Monitoring and Management (RMM) solution for each Windows device. This allows for secure remote support, automated monitoring, and critical patch management to ensure that devices are consistently updated with the latest software, operating system, and firmware updates.

c. **Endpoint Detection and Response (EDR)**

AngelCom will provide an Endpoint Detection and Response (EDR) license for each Windows device, offering advanced protection against malware, ransomware, and other endpoint threats. EDR enables real-time monitoring and automated response to endpoint security incidents, significantly reducing the risk of compromise.

d. **Vulnerability Scanning**

AngelCom will conduct regular vulnerability scans to identify and mitigate potential security risks within the network and endpoint environment. These scans provide visibility into security gaps and help ensure that vulnerabilities are remediated before they can be exploited.

e. **Cybersecurity Awareness Training**

AngelCom will provide cybersecurity awareness training for City of Nome staff. This training is designed to educate end users on recognizing and responding to common cyber threats such as phishing, social engineering, and other attack vectors. Regular training helps build a culture of security and reduces the likelihood of successful attacks.

f. Email Security

AngelCom will provide licensing, configuration, and ongoing support for email security solutions as required. These solutions help protect against phishing, spam, and email-based threats while ensuring the secure delivery of critical communications.

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7. Client is required to designate and assign a dedicated POC (Point of Contact) to act as onsite smart hands for AngelCom support as needed, and to advocate on behalf of Client

Terms and Conditions

1. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

Service Availability

1. Telephone support: 4:30 AM to 5:00 PM Alaskan Time Monday – Friday, excluding AngelCom Holidays. See Appendix C.
2. Calls received out of office hours will be answered by an Automated Attendant with options to leave a message for next business day or in the event of a critical issue a specialized queue will ring, and best effort will be made to answer, work and resolve the request based upon the determined priority.
3. Email support: Monitored 4:30 AM to 5:00 PM Alaskan Time Monday – Friday, excluding Holidays.
4. Emails received outside of office hours will be collected, however no action will be guaranteed until the next working day.

2. Trouble Reporting Procedures

Problem Notification will be made by Client to the AngelCom Support Desk using one of the following methods in order of preference below.

1. Submitting a ticket via the System Tray icon with AngelCom Logo
2. By emailing tickets@angelcom.com
3. By Calling
 1. 844-516-2111
 2. (253)584-5906
 3. (207)236-0026

3. Service Level Agreements;

Response time commitments do not promise a complete resolution within the stated time frames. Rather, the time commitment is meant to indicate the maximum time interval in which the Client will be contacted by either the technician assigned to the ticket, or by the assigned department's manager to initiate support activities. Every effort will be made to immediately respond to and resolve all Priority One calls.

4. Priority Descriptions:

Priority 1: Critical

Response Time: 2 hours

Communication: Every 4 hours

A problem or issue impacting the entire user base, significant number of users, or critical issue affecting a single user which would have a significant, negative impact to the company. These critical issues include any work stopping events affecting critical business processes or time-sensitive deadlines.

Priority 2: High

Response Time: 4 hours

Communication: Daily

Non-critical but significant issue affecting a single user; or an issue that is degrading the performance or reliability of supported services; however, the services are still operational. Support issues that could escalate to Critical if not addressed quickly.

Priority 3: Standard

Response Time: 8 hours

Communication: Every 3 days

Routine support requests that impact a single user or non-critical software or hardware error.

Priority 4: Scheduled or Low

Response Time: 3 Business Days

Communication: Weekly

Scheduled: Work that has been scheduled in advance with the Client

Low: A minor service issue or general inquiry.

Priority 5: Project

Response Time: 2 Business Days (Management Initiated)

Communication: Bi-monthly

A long term project or service request with no specific expectations on response time.

5. Excluded Services:

Services outside of the Scope of this agreement

1. Any equipment, hardware, parts, and software not specifically listed in Appendix A is out of scope. Any additional labor associated with an incident or outage caused by equipment or systems not listed in Appendix A will be invoiced separately from the agreement.
 2. All equipment, hardware, parts, and software not covered by any vendor or manufacturer warranties or support agreement.
 3. The costs to configure install new or replacement PCs, not sold by AngelCom.
 4. Major infrastructure components replacement such as SANs, Servers, Switches, Firewalls and Routers or any project deemed to introduce significant change to the network.
 5. Any associated delivery or shipping charges of any kind.
 6. The cost of any 3rd party vendor or manufacturer support or incident fees of any kind
 7. All service and repairs made necessary by the alteration or modification of equipment, other than that authorized by AngelCom and identified in Covered Equipment in Appendix A including alterations, software installations, or modifications of equipment made by Client's employees or anyone other than AngelCom.
 8. Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
 9. Cybersecurity incident response
 10. **Hardware Costs:** Any hardware necessary to resolve an issue will be invoiced at the time of service.
 11. **Software Licensing Costs:** Will be invoiced as needed.
6. **Exclusions:** AngelCom is not responsible for neglect or damage related to misuse, malware, theft, accident, fire, flood, earthquake, or events outside of AngelCom's control. Such actions include, but are not limited to, hardware failure, software failure, network interruption, failure related to internet service provider (ISP) service. AngelCom shall not be liable for replacement of any hardware, software, data, or productivity to re-enter data, or downtime related to any such loss. AngelCom shall not be responsible for downtime related to repair or replacement of hardware or to locate parts. AngelCom shall not be liable for issues under the following; unauthorized changes made by Client or Third-Parties.
7. **Authorization to Represent Client:** From time to time, it may be necessary for AngelCom to contact Client's hardware and software vendors, utility, or service providers ("Provider(s)", e.g., computer hardware manufacturers or internet service providers) on behalf of and as a representative of Client in connection with this Service. Client authorizes AngelCom or its designated agent to act on Client's behalf in this capacity. Additionally, Client authorizes release of any information from Providers to AngelCom.
8. **Confidentiality:** Client acknowledges and agrees that in connection with the performance of the Services (1) AngelCom may access any information contained in Client's IT environment; (2) Client may provide information to AngelCom by telephone or otherwise; (3) Client is authorized by law or otherwise to disclose and permit AngelCom to access such information, and (4) AngelCom may access Client's IT environment from the United States. AngelCom agrees to take the necessary precautions to maintain the confidentiality of Client Information by using at least the same degree of care as such party employs with respect to its own confidential information of a like-kind nature, but in no case less than a commercially reasonable standard of care to

maintain confidentiality, and shall only make such information available to its employees on a “need-to-know” basis.

9. **Nonpayment:** For invoices not paid within 30 days of the invoice date, AngelCom reserves the right to charge Client a late penalty charge of 2 percent (2%) per month applied against undisputed overdue amounts, or the maximum rate permitted by law, whichever is less. In addition, AngelCom, without waiving any other rights or remedies to which it may be entitled, shall have the right to suspend or terminate the Services until such payment is received and may decide not to accept additional orders from Client and/or seek collection of all amounts due, including reasonable legal fees and costs of collections. AngelCom shall have no liability to Client for any such suspension or termination of services, or non-acceptance orders.
10. **Indemnification:** AngelCom shall defend, indemnify and hold the Client, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the AngelCom in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Client. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or property caused by or resulting from the concurrent negligence of AngelCom and the Client, its officers, officials, employees, and volunteers, AngelCom’s liability, including the duty and cost to defend, hereunder shall be only to the extent of the AngelCom’s negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes AngelCom’s waiver of immunity under the Industrial Insurance Act, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
11. **Independent Status:** The parties to this contract, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.
12. **Binding Effect:** Without limiting or diminishing the effect of any Paragraph, this Agreement shall be binding on the parties hereto and their respective heirs, successors, legal representatives and assigns.
13. **Notice:** Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and either delivered in person or sent by first class mail at the billing address of the Client or to the address for AngelCom on this Agreement.
14. **Waiver:** Failure to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant, or condition, nor shall any waiver or relinquishment of any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times.
15. **Assignment:** Neither this Agreement nor any right or interest hereunder shall be assignable by either party, their beneficiaries, or legal representative without prior written consent.
16. **Entire Agreement/Modifications:** This Agreement, including any attached service worksheet(s), constitutes the entire and final expression of the agreement of the parties and supersedes all prior agreements, oral and written, between the parties with respect to the subject matter hereof. This Agreement may be amended or modified only by an instrument in writing signed by both parties.
17. **Choice of Law:** This Agreement shall be construed in accordance with the law of the State of Washington. The parties expressly agree that in the event of a dispute over the terms of this Agreement, jurisdiction shall be in the Superior Court for Pierce County and Venue for resolution of said dispute shall be the Superior Court for Pierce County, Tacoma, Washington.
18. **Attorney Fees:** In any suit, proceeding or action to enforce any term, condition or covenant of this Agreement or to procure an adjudication or determination of the rights of the parties hereto, the prevailing party shall be entitled to recover from the other party reasonable sums as attorney’s fees and costs and expenses in connection



with such suit, proceeding or action, including appeal, which sums shall be included in any judgment or decree entered therein.

19. **Enforcement:** If any portion of this contract is determined by a court of law to be unenforceable, the Agreement shall, if possible, be revised so that the Agreement is consistent with the remaining paragraphs and the intent of the parties as determined by a court of law.
20. **AngelCom Pricing Structure:** Descriptions of each service available separately upon written request. When services are added or removed by request in writing by Client, AngelCom will add the date and quantity of services added or removed below in writing.

ANGEL COMPUTER SYSTEMS, INC. **City of Nome**

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

Appendix A – Environment Details

AngelCom maintains proactive service descriptions for each of the items outlined in coverage envelope detailed below. This list is provided using best available information and may need modification after initial audit of production hardware and software is performed.

City of Nome Assets

Managed Backup

Make/Model	Description	IP Address	Service Tag/Serial #	Class/Type

Wireless LAN

Make/Model	Description	IP Address	Service Tag/Serial #	Class/Type

Managed Firewall – Firepower

Make/Model	Description	IP Address	Service Tag/Serial #	Class/Type

Managed Route/Switch

Make/Model	Description	IP Address	Service Tag/Serial #	Class/Type

Managed VMware vSphere

Make/Model	Description	IP Address	Service Tag/Serial #	Class/Type

Managed Desktop

Make / Model	Desktop Name	S/T or Serial Number	Class/Type

Managed Unified Communications Phone System

Make/Model	Description	IP Address	Service Tag/Serial #	Class/Type

Managed Unified Communications IP Handsets

Make/Model	Description	Quantity	Class/Type

Managed Power Elements

Make/Model	Description	Service Tag/Serial #	Class/Type

Guest Virtual Machines

Make/Model	Description	IP Address	Service Tag/Serial #	Class/Type

Applications Supported by AngelCom

Application Name/Description	Location

Applications Updated by AngelCom

Application Name/Description	Location

Applications Not Supported directly by AngelCom (Supported by Third Party Vendors with Support from AngelCom)

Application Name/Description	Location

Appendix B Fees and Payment Schedule

Recurring Monthly Fee

Term	Managed Services
June 1, 2025 - 2028	\$11,430

Fees will be invoiced to Client monthly and will become due and payable at the first of each month for the ensuing month.

All fees are non-refundable and will cover service fees from AngelCom.

- b. Should environment details in Appendix A change within +/- 10%. AngelCom will work with Client to determine a mutually agreeable monthly cost relative to the change.
- c. AngelCom will do its best to provide clear, timely and accurate invoices. However, AngelCom encourages Client to examine every invoice received. If you feel an invoice is in error, please notify AngelCom in writing before the due date.
- d. All Project Work that is not part of this agreement will be invoiced separately and is subject to a pre-approval process by the client.
- e. Service performed outside normal working hours (excluding planned maintenance), 5:00 PM – 4:30 AM are considered emergency service hours and will be subject to additional fees as detailed in AngelCom Rate schedule.
- f. Client shall be responsible for all AngelCom employee travel time and associated travel costs based on applicable AngelCom rates.
- g. Client requests for onsite services and scheduling on-site maintenance/support will be coordinated with AngelCom and City to ensure availability of resources for local lodging and transportation are taken into account. (travel costs are not included under the terms of this agreement and will be billed separately).

Refer to Appendix A for services covered by the monthly fee under the terms of this agreement. It is also understood that all services requested by Client that fall outside of the terms of this Agreement will be considered projects, and will be quoted and billed as separate, individual services.



Appendix c AngelCom Holiday Schedule

The following holidays are observed by AngelCom.

New Years Day
Memorial Day
Independence Day
Labor Day
Thanksgiving
Christmas Day

