

**BILL NO. 393**

**ORDINANCE NO. 389**

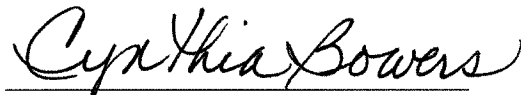
**AN ORDINANCE OF THE VILLAGE OF INNSBROOK, MISSOURI, AUTHORIZING THE CHAIRMAN OF THE BOARD OF TRUSTEES TO EXECUTE AN AGREEMENT WITH NOC TECHNOLOGY FOR EXECUTION OF THE MICROSOFT GOVERNMENT TENANCY - .GOV MIGRATION AGREEMENT.**

**BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF INNSBROOK, MISSOURI, THAT:**

**SECTION 1.** The agreement attached hereto as Exhibit “A” and incorporated herein by reference is approved as a contractual obligation of the Village of Innsbrook, Missouri.

**SECTION 2.** The Chairman of the Board of Trustees and the Village Clerk are hereby authorized and directed to execute said agreement on behalf of the Village of Innsbrook, Missouri, and to affix the municipal seal thereto and attest the same.

Said Bill was passed and approved this 19<sup>th</sup> day of March, 2026, by the Board of Trustees of the Village of Innsbrook, Missouri, after having been read by title or in full two times prior to passage.



Cynthia Bowers, Chairman  
Board of Trustees

(seal)

ATTEST:



Karen Denson, Village Clerk

# Microsoft Government Tenancy - .gov Migration



1816 HWY A  
Washington  
MO  
63090

## Project Scope: Migration to Microsoft GCC Tenant & .gov Domain Integration

### Project Overview

This project covers the migration of the Village's current Microsoft 365 tenancy to a Microsoft GCC tenant, including procurement of GCC licenses, tenant build-out, email migration, MFA configuration, and reconfiguration of end-user devices. The .gov domain has already been approved and DNS hosting planned to be managed by NOC via Cloudflare.

### In-Scope Activities

- Application, provisioning, and configuration of new Microsoft GCC tenant.
- Procurement of GCC licenses.
- Migration of email data for 2 licensed users from existing Business Premium tenant to GCC tenant.
- Configuration of MFA in the new tenant.
- Reconfiguration of end-user devices (sign-in to Office apps, Outlook profile setup).
- Validation of mail flow and service functionality post-migration.
- Project management and documentation.

### Out-of-Scope Activities

- Migration of OneDrive or SharePoint, or Teams data.
- DNS record changes or management.
- End-user training or communication templates.
- Hybrid identity or Azure AD Connect implementation.
- Compliance framework alignment beyond standard GCC requirements.

### Milestones

#### 1. Project Initiation

- Kickoff meeting
- Confirm requirements and timeline

#### 2. Discovery & Planning

- Validate current tenant configuration
- Develop migration plan

#### 3. Procurement & Staging

- Apply to GCC for approval of GCC tenancy
- Prepare new tenant

**4. Implementation**

- Configure GCC tenant
- Migrate email data
- Configure MFA
- Reconfigure end-user devices

**5. Transition & Closure**

- Validate mail flow and functionality
- Deliver project documentation
- Close project

**Deliverables**

- Migration planning and schedule
- GCC tenant configuration
- MFA configuration
- Post-migration validation

**Total Duration:** ~2-3 weeks (depending on procurement, GCC application process, and scheduling)

- Initiation & Planning: 3-4 days
- Procurement & Staging: 3-5 days
  - Microsoft's GCC Application approval may take up to 2-3 weeks
- Implementation: 2-3 days
- Transition & Closure: 1-2 days

All Mandatory				
Description	Price	Qty.	Disc.	Amount
Monthly Recurring				
<b>Microsoft Office 365 GCC G3 [NCE] - Monthly</b>	\$27.60 Each	2	\$0.00	\$55.20
<p>This package includes unlimited personal cloud storage, Business email, calendar, and contacts with a 100 GB mailbox, as well as compliance and information protection services. It comes with a guaranteed uptime SLA of 99.9%, complementary support, and Active Directory integration.</p> <p>Microsoft Office 365 GCC G3 provides all the functionality of its enterprise counterpart</p>				

(Office 365 Enterprise E3) but is hosted in a separate, secured environment and adds compliance features like accreditations, personnel screening, and data residency that enable the service to meet the unique needs of US Government customers.

<b>Microsoft 365 GCC Migration Services</b>	<b>\$5,017.50</b>	<b>1</b>	<b>\$0.00</b>	<b>\$5,017.50</b>
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Per Hour

Includes all required project management and technical services to plan, configure, and execute the migration of the Village's Microsoft 365 environment to a GCC tenant. This covers tenant build-out, email migration, MFA configuration, end-user device reconfiguration, and license procurement coordination. Our team ensures a smooth transition with clear communication, minimal disruption, and complete implementation of the defined scope.

<b>Subtotal</b>	<b>\$5,017.50</b>
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<b>Monthly</b>	<b>\$55.20</b>
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Tax	
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<b>Total</b>	<b>\$5,072.70</b>
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## Project Terms and Conditions

These Project Terms and Conditions ("Project Terms") govern all standalone projects performed by NOC, LLC d/b/a NOC Technology ("NOC") for Client, including but not limited to infrastructure, hardware-inclusive, migration, remediation, deployment, and other professional services projects. These Project Terms are incorporated by reference into, and governed by, the Master Services Agreement ("MSA") between NOC and Client. Capitalized terms not defined herein have the meanings set forth in the MSA.

### 1. Project Structure & Scope

#### 1.1 Standalone Projects

Projects are provided as standalone engagements and are not dependent upon Client maintaining managed services with NOC, unless expressly stated in the applicable Statement of Work ("SOW").

## 1.2 Scope Definition

Each project will be governed by an SOW that defines the scope, deliverables, assumptions, and whether the project includes:

- Equipment, licenses, or third-party products ("Project Materials"),
- Labor and professional services, or
- Turnkey delivery combining materials and services.

NOC does not provide projects consisting solely of product resale without associated professional services.

## 1.3 Change Orders

Any deviation from the approved SOW, including scope, quantities, timelines, assumptions, or deliverables, requires a written change order approved by both parties. All change orders may result in additional fees and timeline adjustments.

# 2. Project Management & Acceptance

## 2.1 Project Cadence

Client agrees to participate in a defined project meeting cadence (typically weekly) as specified in the SOW. Failure to participate may result in delays and additional costs.

## 2.2 Milestones

Where applicable, project milestones and milestone-based billing will be defined in the SOW.

## 2.3 Acceptance

Project completion requires written Client acceptance. Acceptance documentation will be provided with project quotes and executed electronically. If Client unreasonably withholds acceptance despite completion in accordance with the SOW, NOC may deem the project accepted upon written notice.

# 3. Fees & Payment

## 3.1 Payment Terms

Unless otherwise specified in the SOW:

- One hundred percent (100%) of all project fees, including Project Materials and labor, are due in advance
- Payment must be received prior to ordering any Project Materials or commencing work

In limited circumstances, milestone billing may apply if expressly stated in the SOW.

## 3.2 Payment Method

All payments must be made through NOC's online payment portal. ACH payments are accepted at no additional cost. Credit card payments are accepted and subject to applicable processing surcharges. Checks are not accepted.

### 3.3 Pricing Adjustments

Quoted pricing is based on vendor pricing, availability, and assumptions at the time of proposal. Any increases in third-party costs, tariffs, licensing fees, or supply chain impacts occurring prior to ordering will be passed through to Client.

## 4. Ordering, Availability & Delays

### 4.1 Availability & Lead Times

Availability and lead times for Project Materials are estimates only and are not guaranteed. NOC is not responsible for delays caused by manufacturers, distributors, licensors, or other third-party vendors.

### 4.2 Substitutions

If Project Materials become unavailable, discontinued, or subject to excessive delay, NOC may substitute functionally equivalent or superior alternatives without re-approval, unless the SOW expressly prohibits substitution.

### 4.3 Client-Caused Delays

If a project is delayed due to Client actions or omissions, NOC reserves the right to re-quote pricing, adjust timelines, and invoice for additional costs incurred.

## 5. Returns, Cancellations & Refunds

### 5.1 No Returns or Refunds

All Project Materials are non-refundable once ordered. Any returns are subject solely to applicable third-party vendor policies, if any.

### 5.2 Cancellation

If Client cancels a project after Project Materials have been ordered or work has commenced, Client remains responsible for:

- All Project Materials costs
- Any applicable restocking or cancellation fees
- All labor performed to date
- A project cancellation fee, as determined by NOC

### 5.3 Custom Configuration

Custom-configured Project Materials, configurations, scripts, or build work are non-refundable and non-returnable under all circumstances.

## 6. Warranties & Liability

### 6.1 Third-Party Warranties

All warranties for Project Materials or third-party products are provided solely by the applicable manufacturer or vendor. NOC passes through such warranties where available.

## 6.2 Disclaimer

NOC makes no independent warranties regarding Project Materials or third-party products and is not responsible for manufacturer or vendor defects beyond facilitating warranty replacement.

## 6.3 Warranty Labor

Labor associated with warranty replacement or remediation is included only if Client maintains an active managed services agreement with NOC. Otherwise, such labor is billable at NOC's then-current rates.

## 6.4 Liability Cap

NOC's liability related to projects is subject to the limitations set forth in the MSA.

# 7. Installation, Access & Site Readiness

## 7.1 Client Responsibilities

Unless otherwise specified in the SOW, Client is responsible for site readiness, access, power, environmental conditions, and required approvals.

## 7.2 Delays & Rescheduling

If required conditions are not met when NOC personnel arrive, time is billable and rescheduling fees may apply.

## 7.3 Safety

NOC may refuse to perform work or leave the site if conditions are unsafe or non-standard without liability.

## 7.4 After-Hours Work

After-hours, weekend, or holiday work is excluded unless expressly stated in the SOW and will be billed at premium rates.

# 8. Data, Cutovers & Downtime

## 8.1 Downtime Acknowledgment

Client acknowledges that project work may result in downtime, service interruption, or degraded performance.

## 8.2 Data Responsibility

Client is responsible for ensuring current, tested backups exist prior to project execution unless backup services are expressly included in the SOW.

## 8.3 Rollback

Rollback procedures, if any, are performed on a best-effort basis only.

## 9. Risk of Loss & Ownership

### 9.1 Risk of Loss

Risk of loss for Project Materials transfers to Client upon delivery to the project site.

### 9.2 Insurance

NOC insures Project Materials in transit. Client is responsible for insuring Project Materials once delivered to the site.

### 9.3 Title

Title to Project Materials transfers to Client upon full payment of all applicable fees.

## 10. Relationship to Managed Services

### 10.1 Support Eligibility

Systems, materials, or deliverables not purchased through NOC, or that are end-of-life or unsupported, may be excluded from service level commitments.

### 10.2 Refusal of Support

NOC reserves the right to refuse support for systems or materials not provided through NOC.

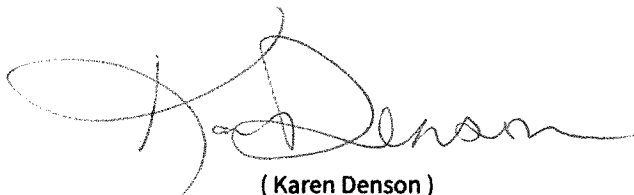
## 11. Class Action Waiver

To the maximum extent permitted by law, Client agrees that any dispute arising out of or relating to a project must be brought on an individual basis only. Client waives any right to participate in a class, collective, representative, or private attorney general action against NOC. This waiver applies in addition to, and in harmony with, the dispute resolution provisions of the MSA.

## 12. Governing Terms & Dispute Resolution

These Project Terms are governed by and subject to the MSA available at: <https://noctechnology.com/msa>, including all dispute resolution, arbitration, venue, and liability limitation provisions.

All quotes and proposals herein are governed by the Master Service Agreement (MSA) available at: <https://noctechnology.com/msa>. By signing this quote or proposal, you acknowledge and agree to be bound by the terms and conditions outlined in the MSA. We reserve the right to cancel orders arising from pricing or other errors.



( Karen Denson )

( Nathan Hooker )