



Computer Maintenance Agreement

This Agreement is made effective as of _____, by and between Reliable Computer Services of Illinois, Inc., of 3920 Turner Ave, Plano, Illinois 60545, and City of Plano (COP) 17 E. Main St., Plano, Illinois 60545.

In this Agreement, the party who is contracting to receive services shall be referred to as “COP” and the party who will be providing the services shall be referred to as “RCS, Inc.”.

COP desires to have services provided by RCS, Inc.

- Description of Services.** Beginning on _____, RCS, Inc. will provide the following non-emergency services (collectively the “Services”): Complete Server, workstation, hub and router support and maintenance, software support, preventative maintenance and other computer related services as requested, necessary and agreed upon to support your current network and/or future networks and its infrastructure. Services shall not include the cost of replacement parts. Non-emergency work shall include all remote services and any services which are pre-scheduled at a mutually agreeable time and performed during the hours of 9am-5pm on Mondays through Friday. Project work shall include any requested or quoted work which requires changes in current network configuration or additional hardware changes. Emergency Services shall include all calls requiring immediate service; Afterhours Emergency Services (additional fee) shall be available 24 Hours a day 7 Days a Week. All emergency calls will be answered within 1 hour of call and if dispatch is required a technician will be dispatched within 4 hours of receiving call. RCS, Inc. will also agree to attend two (2) Council meetings per calendar year to discuss the then current status of the network, and recommended changes.
- Payment.** COP will pay a fee to RCS, Inc. of \$ 25,000.00 per year for non-emergency services provided by RCS, Inc. This fee shall be payable in 12 equal monthly payments of \$2083.33 per month with the first payment due upon acceptance of this agreement. Project work and onsite charges for services not covered above shall be billed at a discounted rate of \$ 95.00 per hour and shall be payable upon receipt of an invoice. EMERGENCY Services shall be billed at time of service at 2X the “Non-Emergency” contracted rate. As specified in this agreement. Upon termination of this Agreement, payments under this paragraph shall cease, provided, however, that RCS, Inc. shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which RCS, Inc. has not yet been paid. No refunds of monies paid shall be due.
- Remote Support.** Services shall include remote support, whenever possible; It is agreed that COP is getting a substantial discount by providing a person onsite that is able to assist RCS by performing minor hardware/software tasks (eg. Changing keyboard, mouse, etc.) RCS shall provide remote support to handle any network, workstation or other network/computer support services in lieu of requiring an on-site visit. All remote support requests shall be requested using the MSPPRO Help Desk Ticketing System; in the event the ticketing system is not available an email shall be submitted to helpdesk@mspapro.com to automatically generate a Ticket request. All emails to helpdesk@mspapro.com shall include the name of the computer needing attention along with any other pertinent information to assist in identifying the user, computer and issue needing attention. Upon termination of this Agreement, payments under this paragraph shall cease, provided, however, that RCS, Inc. shall be entitled to

payments for periods that occurred prior to the date of termination and for which RCS, Inc. has not yet been paid.

4. **Term/Termination.** This agreement shall be effective for a period of three (3) years, provided that either party may terminate this Contract, with or without cause, upon ninety (90) days written notice to the other party.
5. **Relationship of Parties.** It is understood by the parties that RCS, Inc. is an independent contractor with respect to COP and not an employee of COP. COP will not provide fringe benefits, including health insurance, benefits, paid vacations, or any other employee benefit for the benefit of RCS, Inc.
6. **Employees.** RCS, Inc.'s employees, if any who perform services for COP under this Agreement shall also be bound by the provisions of this Agreement. At the request of COP, RCS, Inc. shall provide adequate evidence that such persons are RCS, Inc.'s employees.
7. **Injuries.** RCS, Inc. acknowledges RCS, Inc.'s obligation to obtain appropriate insurance coverage for the benefit of RCS, Inc. and RCS, Inc.'s employees, if any. RCS, Inc. waives any rights to recovery from COP for any injuries that RCS, Inc. (and/or RCS, Inc.'s employees) may sustain while performing services under this Agreement and that are a result of the negligence of RCS, Inc. or RCS, Inc.'s employees.
8. **Assignment.** RCS, Inc.'s obligations under this Agreement may not be assigned or transferred to any other person, firm or corporation without the prior written consent of COP.
9. **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, faxed with a written signature or deposited in the United States mail, postage prepaid, addressed as follows:

Consultant:

Reliable Computer Services of Illinois, Inc.
Contract Services
3920 Turner Ave
Plano, Illinois 60545

Company:

City of Plano
17 E. Main St.
Plano, IL. 60545

Such addresses may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

10. **Entire Agreement.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements.
11. **Amendment.** This Agreement may be modified or amended if the amendment is made in writing and agreed upon by both parties.

12. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
13. **Waiver of Contractual Right.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
14. **Computer Viruses.** RCS agrees to take all reasonable measures to protect COP's computer systems from computer viruses, including installation and maintenance of the latest versions of anti-virus software purchased, leased, or owned by COP. COP assumes all risk of computer viruses and will not hold RCS responsible. COP is responsible for the cost of consulting time and materials required to remove any computer viruses.
15. **Risk of Data Loss.** RCS cannot be held responsible for data loss from any and all causes, or in any way related to or resulting from the repair or service of computer hardware, software or other equipment beyond RCS's control. COP agrees to bear full responsibility for all data backup prior to any repair or service of computer hardware, software or other equipment by RCS. COP hereby releases RCS from any claim or liability related to data loss for any reason whatsoever.
16. **Software Liability.** RCS, Inc. requires COP to provide legal backups of all software. RCS, Inc. is in no way liable for, or can be held responsible for data and/or software. RCS, Inc. will make every effort to assure the integrity of the Computer/Network.
17. **Conflicts of Interest; No hire Provision:** During the term of this agreement, RCS shall devote as much of his/her productive time, energy, and abilities to the performance of his/her duties hereunder as is necessary to perform the required duties in a timely and productive manner. RCS is expressly free to perform services for other parties while performing services for COP.

During the term of this agreement and for a period of six months following termination of said agreement, COP shall not, directly or indirectly, hire, solicit, or encourage to leave RCS's employment, any employee, consultant, or consultant of RCS or hire any such employee, consultant, or consultant who has left RCS's employment or contractual engagement within six months of such employment or engagement without expressed written approval of RCS.

18. **Confidentiality:** RCS acknowledges that during the engagement he/she will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records, and specifications owned or licensed by the COP and/or used by the COP in connection with the operation of its business including, without limitation, the COP's business and product processes, methods, customer lists, accounts, and procedures.

RCS agrees that he/she will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the COP.

All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the COP, shall remain the exclusive property of the COP.

19. **Applicable law.** The laws of the State of Illinois shall govern this Agreement.

Reliable Computer Services of Illinois, Inc.

By: _____ Date: ___/___/_____
Reliable Computer Services of Illinois, Inc. Officer

By: _____ Date: ___/___/_____
Authorized Signature – City of Plano