

A1 Computer Services Managed Service Agreement

This A1 Computer Services Agreement ("Agreement") is made as of this ___ day of _____, 2023 by and between **VILLAGE OF CROTON ON HUDSON** ("CLIENT") located at **1 Van Wyck Street, Croton on Hudson, NY 10520** and A1 Computer Services. ("A1"), located at 16 Mt. Ebo Rd. South, Suite 17, Brewster, NY 10509. This Agreement is effective for a period of twelve (12) consecutive months from the Effective Date of contract. The annual support fee may be adjusted to reflect and coincide with the CLIENT's fiscal year.

WHEREAS, A1 is a provider of IT Consulting, Network Support Services, Security and Networking solutions;

WHEREAS, CLIENT desires to contract with A1 for the provision of A1 Computer Services Managed Service Agreement for the Village of Croton-on-Hudson Police Department;

NOW THEREFORE, for and in consideration of the premises contained herein and good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

PERIOD OF SERVICE

This Agreement shall be effective beginning June 1, 2023 (the "Effective Date"), and shall be for an initial term of **twelve (12) months** unless sooner terminated in accordance with the terms hereof. CLIENT and A1 reserve the right to review this Agreement annually.

Continuance / Automatic Renewal

This Agreement shall renew automatically at the end of the prior Agreement term for a period of **twelve (12) months** unless A1 or the CLIENT affirmatively extends it prior to the end date or otherwise terminates it in accordance with the conditions as set forth in this Agreement.



PURCHASE PRICE

CLIENT is purchasing A1's Managed Services under this Agreement for the purchase price outlined in Appendix C. **Said purchase price shall be paid in monthly installments with the first installment due upon execution of this Agreement. Each payment thereafter shall be due the first day of each calendar month beginning July 1, 2023.** Services provided hereunder shall be assessed against this Account as provided herein.

CHARGES FOR SERVICE

- a) Services shall be charged against the Account in accordance with the terms and conditions as outlined in Appendix C.
- b) Any supplemental services provided by A1 which are outside the terms of this Agreement, including but not limited to, any maintenance provided for services in excess of the Account purchased herein, shall be charged to CLIENT as an additional charge in accordance with the terms and conditions as outlined in Appendix C. **Any additional billing charges will be invoiced at the end of each month, with payment expected within thirty (30) days, unless otherwise specified by A1.**
- c) CLIENT is understood to be a tax exempt entity.
- d) A1 reserves the right to refuse or suspend service under this Agreement in the event CLIENT has failed to pay any invoice within thirty (30) days of said invoice date. A1 will notify client in writing of any refusal of service or suspension (30) days prior to any such action taking place.

SERVICE RESPONSIBILITY OF A1

It is the responsibility of the CLIENT to promptly notify A1 of any events/incidents that could impact the services defined within this Agreement and/or any supplemental service needs, and for A1 to respond in a timely manner via phone, email, remote access, and/or on-site services as defined below.

- a) A1 will provide remote and/or on-site services under the following conditions using the following billing rates outside the scope of work on the contract.

| | |
|----------------------------------------------|--------------|
| Monday-Friday 8:00 AM – 6:00 PM | \$140.00/hr. |
| Monday-Friday 6:01 PM – 7:59 AM and Saturday | \$210.00/hr. |

Sunday and Holidays

\$280.00/hr.

b) If services are requested by the CLIENT outside of normal business hours, A1 shall provide such service subject to the availability of its representatives, according to the terms and conditions set forth in this Agreement.

c) A1 shall monitor, advise, and provide supplemental services as defined in this Agreement during business hours, and in accordance with A1's Managed Service policies then in effect. A1 shall provide scheduled remote and onsite support services in accordance with this Agreement. A1's representatives shall have and the CLIENT shall provide full access to the Network in order to affect the necessary monitoring and/or supplemental services. All services defined in this Agreement shall be provided during regular business hours, unless otherwise specified as stated above.

d) A1 shall be obligated to provide service only at the Service Site(s) defined in this Agreement as outlined in Appendix A. If the CLIENT desires to relocate, add or remove locations, the CLIENT shall give appropriate notice to A1 of its intention to relocate sixty (60) days in advance. A1 reserves the right to renegotiate service terms with respect to any relocation and/or addition of locations by the CLIENT. Such right includes the right to refuse service to Network at the relocation and/or new site.

e) A1 is obligated to provide CLIENT with Service Agreements higher-priority response for emergency as well as non-emergency service requests.

CLIENT RESPONSIBILITIES

a) CLIENT shall provide adequate workspace, heat, light, ventilation, electric current and outlets, internet, remote access, and long-distance telephone access for use by A1's representatives.

b) CLIENT agrees that it will inform A1 of any modification, installation, or service performed on the Network by individuals not employed by A1 in order to assist A1 in providing an efficient and effective Managed Service support response.

c) CLIENT will designate a managerial level representative to authorize all Managed Service support services. Whenever possible, said representative shall be present whenever an A1 service representative is on-site. This contact information shall be outlined in Appendix A, and it is the CLIENT's responsibility to inform A1 of any changes made to this representation thirty (30) days in advance.

SCOPE OF MANAGED SERVICE SUPPORT AGREEMENT:

This Agreement is designed to provide the Account with centralized, proactive monitoring supplemental services for certain Networking Systems. This Agreement includes:

LOCATION(S): Specific location(s) to be covered by this Agreement can be found in Appendix A.

SERVICE LIMITATIONS

In addition to other limitations and conditions set forth in this Agreement, the following service and support limitations are expressed:

a) Cost of consumables, replacement parts, hardware, software, network upgrades and associated services are outside the scope of this agreement. A1 will provide consultative specification, sourcing guidance and/or Time and Material/Project offerings.

b) Except as otherwise stated in Appendix B of this agreement all Server, Network Device and Software upgrades/replacements and third-party annual support contracts are outside the scope of this Agreement.

c) Manufacturer warranty parts and labor/services are outside the scope of this Agreement.

d) Periodic reboots for such devices as firewalls, routers, and servers are required to apply/activate critical update patches and configuration changes. A1's support services within this Agreement are predicated upon the CLIENT'S support and commitment to providing time/scheduling for network device reboots with its staff and/or users' support.

e) Application software support is limited to the manufacturer's products listed in Appendix B: Printer maintenance support is limited to non-warranty servicing of printer products listed in Appendix B.

f) Virus mitigation within the scope of this agreement is predicated on CLIENT satisfying recommended backup schemes and having appropriate Anti-Virus Software with current updates.

g) Restoration of lost data caused by systems/hardware failure is outside the scope of this Agreement.

h) This Agreement and support services herein are contingent on CLIENT'S permission of A1 having secure remote access into CLIENT'S network (e.g. VPN, TeamViewer/Datto RMM, Telnet, SSH, RAS or other solution expressly approved by

A1). Depending on the remote access solution used, additional charges may apply to the contract.

i) Support services required or requested outside the scope of this Agreement may not be exchanged for days or services within this Agreement. Outside of scope support services are available and will be provided on either a Time and Material, or Project basis.

WARRANTIES AND DISCLAIMERS

A1 makes, and the CLIENT receives, no warranty, express or implied, and all warranties of merchantability and fitness for a particular purpose are expressly excluded. In no event shall A1 or any of its Directors, Employees or Other Representatives be for any special, incidental, indirect, or consequential damages of any kind including, without limitations, those resulting from loss of data, income, profit, and on any theory of liability, arising out of or in connection with the services or use thereof even if it has been advised or has knowledge of the possibility of such damages.

The CLIENT shall assume full responsibility for the overall effectiveness and efficiency of the operating environment in which the Network is to function.

INDEMNIFICATION

CLIENT hereby agrees to indemnify and defend at its sole expense: A1, its employees, agents, representatives, directors and shareholders, from and against any and all claims arising out of or based upon CLIENT'S use of all services, software or hardware provided or serviced hereunder, including, but not limited to, claims based on software licensing violations, copyright infringement, trademark infringement and patent infringement.

CONTRACT TERMINATION

A1 and/or CLIENT shall have the right to terminate this Agreement under any of the following conditions:

- If one of the parties shall be declared insolvent or bankrupt.
- If a petition is filed in any court and not dismissed in (90) days to declare one of the parties bankrupt and/or for a reorganization under the Bankruptcy Law or any similar statute.
- If a Trustee in Bankruptcy or a Receiver or similar entity is appointed for one of the parties
- If the CLIENT does not pay A1 within thirty (30) days from receipt of A1's invoice and/or otherwise materially breaches this Agreement.

- If A1 fails to perform its obligations under this Agreement and such failure continues for a period of thirty (30) days after written notice of the default, the CLIENT shall have the right to terminate this Agreement.
- Either party may terminate this Agreement at any time thirty (30) days written notice. Upon termination, all hardware and software installed by A1 that was required to conduct network support services are the property of A1 and will be surrendered and returned to A1 sixty (60) days after the end of the Agreement.

REMEDIES

In the event CLIENT terminates this Agreement for any reason other than a breach of the terms herein, CLIENT shall be entitled to a refund of any monies extended in advance of the month or part thereof for which services by A1 were last performed.

CONFIDENTIALITY

This Confidentiality, Privacy and Compliance portion of this Agreement is in addition to other terms and conditions set forth in any and all contracts currently existing or hereafter created between CLIENT and A1 this Agreement shall under no circumstances be deemed to alter any such contract except as specifically provided below. A1 acknowledges that in the course of providing services to said CLIENT, A1 may learn from CLIENT certain non-public personal and otherwise confidential information relating to said CLIENT, including its customers, consumers or employees. A1 shall regard any and all information it receives which in any way relates or pertains to said CLIENT, including its customers, consumers or employees as confidential. A1 shall take commercially reasonable steps to not disclose, reveal, copy, sell, transfer, assign, or distribute any part or parts of such information in any form, to any person or entity, or permit any of its employees, agents, or representatives to do so for any purpose other than purposes which serve CLIENT or as expressly and specifically permitted in writing by said CLIENT or as required by applicable law. Said CLIENT acknowledges that it also has responsibility to keep records and information of its business, customers, consumers, and employees, confidential except as required by law. Said CLIENT also acknowledges that all information and services, consulting techniques, proposals, and documents disclosed by A1 or which comes to its attention during the course of business and provided under this Agreement constitute valuable assets of, and confidential and/or proprietary to A1. This provision shall survive termination of this Agreement and any other agreements between CLIENT & A1.

GENERAL PROVISIONS

a) Sole Agreement: This Agreement constitutes the entire and only understanding and agreement between the parties hereto with respect to the subject matter hereof

and, except as expressly set forth herein, maybe amended only by a writing signed by each of the parties hereto.

b) Severability: If a court of competent jurisdiction determines that any terms or provision of this Agreement is invalid or unenforceable; such determination shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement, which shall continue to be given full force and effect.

c) Captions: The captions of the paragraphs of this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of this Agreement or any of the provisions hereof.

d) Binding Effect: This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their heirs, legal representatives, personal representatives, administrators, successors, and permitted assigns, as the case may be.

e) Waiver: Any failure of either party to comply with any obligation, covenant, agreement, or condition herein may be expressly waived, but only if such waiver is in writing and signed by the other parties. Any such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement, or conditions shall not operate as a waiver of and/or set precedence with respect to any subsequent and/or other failure.

f) Governing Law: Notwithstanding the place where this Agreement may be executed by any party, this Agreement, the rights and obligations of the parties, and any claims and disputes relating hereto shall be subject to and governed by the laws of the State of New York as A1 to agreements among New York residents to be entered into and performed entirely within the State of New York, and such laws shall govern all aspects of this Agreement. The parties agree to submit to the personal jurisdiction and venue of the state and federal courts in Westchester County in the State of New York, in the Judicial Circuit for resolution of all disputes and causes of action arising out of this Agreement, and the parties hereby waive all questions of personal jurisdiction and venue of such courts, including, without limitation, the claim or defense therein that such courts constitute an inconvenient forum.

g) Assignment: This Agreement and the rights and duties hereunder shall not be assignable by either party hereto except upon written consent of the other.

h) Force Majeure: A1 shall not be liable for any problems due to external causes beyond its control including, but not limited to, terrorist acts, natural catastrophe, fire, flood, or other act of God, and/or power failure, virus propagation, improper shut down of the Network, government action, and related Network Systems/Services.

i) Attorneys' Fees. In any action between the parties to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover all expenses, including reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first below written.

ACCEPTANCE:

A1 Computer Services, Inc

Village of Croton-on-Hudson

Signed: *Charles Spagna*

Printed: Charles Spagna

Title: President

Date: 06/01/2023

APPENDIX A – Site Support Locations

This Agreement covers the following CLIENT locations:

| Site/ Number | Address | Phone | Contact |
|-------------------------|-------------------------------------------------|--------------|-------------------------|
| 1/ PD | 1 Van Wyck Street Croton-on-Hudson, NY 10520 | 914-271-5177 | Sgt. Anthony Tramaglino |

APPENDIX B - Device Identification & Preventative Checklist

This Agreement is based on the following information agreed upon by you. Any changes to this information require an updated service agreement.

DEVICES SUPPORTED BY THIS AGREEMENT

2 Server
10 Desktops
4 Car Laptops

APPENDIX C – Monthly Pricing Structure

The cost of the **Managed Service** program is based upon several key factors:

1. Base program cost that includes monitoring of specified devices. These are the devices that have been identified in Appendix B and the addendum which will require maintenance and support as determined by your organization's critical business functions (email, internet, file sharing etc.).
2. Any additional servers or devices that exceed the device limit of the **Managed Service** Program will be added at the price of \$150/Server, \$75 Police or Fire laptops and \$50/PC per month
3. Inclusion of any optional modules over and above the base program.
4. Any additional dispatch, support or emergency fees.

OPTIONAL PROGRAM MODULES

We have incorporated the following modules as part of the base program:

Module Name/Module Summary

24/7 Emergency Support
Teamviewer for remote maintenance and support
Bitdefender Antivirus \$1.75 per device per month

MONTHLY PRESCHEDULED MAINTENANCE AND SUPPORT

The **Managed Services** program includes pre-scheduled onsite and/or remote support and maintenance. Based on the number of users and devices within your organization, A1 will commit to having a technician onsite or working remotely from our Network Operation Center on a scheduled basis to assist you with any IT related issues or questions. A1's scheduled day onsite at the Village will be Tuesday of each month. We will also continue to handle other requests and needs – both proactive and reactive – with a mix of remote support and additional on-site time.

Based on this information, the annual program price for Croton on Hudson PD has been determined to be: \$11,046 summarized in the table below:

Program Components Component Cost

Base Program Fee: **\$10,710 (\$892.50 invoiced monthly in advance)**

Additional Servers / Devices \$0

Optional Modules: Bitdefender \$1.75 * 16 devices \= 16*\$1.75

Initial Setup Fee \$0

TOTAL FEE: \$11,046 (\$920.50 invoiced monthly in advance)