



# Lakeshore IT Solutions

Technology Built For You

**Managed Services Contract**

**Prepared For:  
Armstrong County**

## Managed Services Contract

This Managed Services Contract (this “Contract”) entails a block of hours (days) that will be available to Armstrong County for support related consulting services (“Services”) from Lakeshore IT Solutions, Inc. (“Lakeshore IT”). This Managed Services Contract will cover two main services.

### Benefits Include:

- improved customer support – Based on Armstrong County’s dynamic requirements, a managed services contract guarantees Lakeshore IT’s availability throughout the year.
- increased customer satisfaction – With Lakeshore IT’s resources, Armstrong County will be able to service its constituencies more efficiently and achieve higher levels of satisfaction.
- reduce cost of support – A fixed price model will allow Armstrong County to control its costs.
- the block of hours can be used to support any campus or Office
- onsite and remote support
- network monitoring and alerts

### Description of Services:

#### Network and Phone Services

Upon receipt of a purchase order (“Purchase Order”) from Armstrong County and Lakeshore IT’s express acceptance of said Purchase Order, Lakeshore IT will provide the following Network and Phone Services as part of this Contract:

- server installation (physical or virtual) and support for Windows operating systems
- server administration – Active Directory/Google Admin
- network installation and support (does not include any cabling projects, i.e., network drops, copper, & fiber)
- network monitoring – provide 24x7 monitoring and 8am-5pm Monday-Friday support. Support outside of contract hours will be billed at non-contract pricing. This includes up to 10 devices. Access Points and servers are not counted towards your device total. Each additional device would be \$10 per month.
- Network Monitoring is only included on network contracts with a paid 5-day minimum.
- maintain network documentation
- budgeting consultation
- vendor and product recommendations
- network consultations
- moves, adds, and changes for phone system\*
- ongoing management of phone system\*
- maintain E911 for phone system\*
- onsite/remote support of phone system\*

\* All phone support must be a Cisco Webex System.

\*\*Projects outside of the Contract must be reviewed and approved by both parties before work will begin.

## Help Desk Services

Upon receipt of a purchase order (“Purchase Order”) from Armstrong County and Lakeshore IT’s express acceptance of said Purchase Order from Armstrong County, Lakeshore IT will provide the following Help Desk Services as part of this Contract:

- device rollout and maintenance\*
- imaging of Windows PCs and Chromebooks
- Google apps management
- active directory maintenance
- maintain help desk notes
- software support
- budgeting consultation
- vendor and product recommendations

\* Device rollout and maintenance includes Windows PCs, Apple, Chromebooks and other IT related devices.

Provide onsite support of equipment associated with the Armstrong County’s network, including but not limited to, setup and configuration of new devices and the support of all devices currently connected to Armstrong County’s network.

## Managed Services Contract Time and Investment

The hours and fees are detailed below.

### Managed Services Contract Fees

Network and Phone Services: Contract minimum 8-hour

Description	Estimate Cost
<b>Hourly Charge</b>	\$112.50 per hour
<b>Number of Hours Contracted</b>	40
<b>Total Cost</b>	\$4,500

All work will be billed in 15-minute increments, i.e., 10 minutes working will be billed as 15 minutes, 25 minutes working will be billed as 30 minutes, etc. with a minimum 4-hour charge when onsite.

Contract overages will be charged at an hourly rate of \$125. Offsite services performed remotely (not at Armstrong County) will be billed hourly with a one-half hour minimum.

Non-contract hourly rates will be billed at \$150/hr.

Managed Services Contract Fees  
Help Desk Services: Contract minimum 8-hour

Description	Estimate Cost
<b>Hourly Charge</b>	\$60.00 per hour
<b>Number of Hours Contracted</b>	320
<b>Total Cost</b>	\$19,200

All work will be billed in 15-minute increments, i.e., 10 minutes working will be billed as 15 minutes, 25 minutes working will be billed as 30 minutes, etc. with a minimum 4-hour charge when onsite.

Contract overages will be charged at an hourly rate of \$75. Offsite services performed remotely (not at Armstrong County) will be billed hourly with a one-half hour minimum. Non-contract hourly rates will be billed at \$100/hr.

## Purchase Orders

1. This Contract governs all Services that Lakeshore IT will perform. Once Armstrong County issues a Purchase Order and Lakeshore IT expressly agrees to accept a Purchase Order, the Purchase Order will become a part of, and governed under the terms of this Contract. If there is a material difference between the language in a Purchase Order and the language in this Contract, then the language of the Contract will control, except if the Purchase Order expressly states that it is overriding the conflicting provisions of this Contract.

## Payment Terms

2. **Fees that remain unpaid for more than fifteen (15) days after the date on a Lakeshore IT invoice** may at Lakeshore IT's discretion be subject to interest on the unpaid amount(s) until and including the date payment is received, at the lower of either 1.5% per month or the maximum allowable rate of interest permitted by applicable law. Lakeshore IT reserves the right, but not the obligation, to suspend part or all of the Services without prior notice to Armstrong County in the event that any portion of undisputed fees are not timely received by Lakeshore IT. If Lakeshore IT elects to suspend Services under any circumstances pursuant to this Contract, then to resume those Services, Armstrong County must first pay all past due and other applicable charges, including the late payment fees and costs invoiced.

## Term and Termination

3. This Contract is effective upon signing by both parties (the "Effective Date") and will continue in effect for a period of one (1) year and shall automatically renew for additional one (1) year periods unless either party notifies the other party in writing of its intention not to renew at least thirty (30) days prior to the end of the then current term. Upon termination of this Contract, the Armstrong County shall remain responsible for and shall pay all remaining amounts due under this Contract including under any Purchase Order.

4. In the event the Services performed in connection with a Purchase Order extend beyond the termination of this Contract, this Contract shall continue in full force and effect with respect to such Purchase Order until the termination or expiration thereof.
5. Lakeshore IT may immediately terminate this Contract, including any Purchase Order if: (a) Armstrong County fails to take any action that Lakeshore IT has requested in order for Lakeshore IT to install or activate the Services; (b) Armstrong County fails to pay any amount owing to Lakeshore IT when due, and fails to pay all past due amounts within (10) days after notice from Lakeshore IT; (c) Armstrong County breaches any terms of this Contract including any Purchase Order; (d) Armstrong County, or anyone using any of the Services, use or operate any Services in a manner that could, in Lakeshore IT's sole determination, result in harm to Lakeshore IT, Lakeshore IT's network, Lakeshore IT's reputation or other customers; or (e) Armstrong County uses or operates any Services in a manner that, in Lakeshore IT's sole determination, is or could violate applicable law or the intended business use of the Services.
6. Armstrong County may immediately terminate this Contract including any Purchase Order if Lakeshore IT materially breaches any provision of this Contract and fails to cure or remedy such breach within 30 calendar days of receiving written notice from Armstrong County specifying in reasonable detail the nature of such breach.
7. Lakeshore IT reserves the right to apply any deposit to any amounts owing under this Contract (including, without limitation, Early Termination Charges), and will return the remainder of any deposit to Armstrong County at the end of the term of this Contract. Armstrong County must immediately make all Lakeshore IT equipment and property available to Lakeshore IT or pay Lakeshore IT the replacement value of all equipment and other property that Armstrong County does not make immediately available to Lakeshore IT, promptly upon receipt of invoice. Armstrong County must also pay all costs that Lakeshore IT incurs in retrieving or attempting to retrieve Lakeshore IT's equipment and property, promptly upon receipt of invoice. Promptly upon termination of this Contract, Armstrong County must return all of Lakeshore IT's confidential information and other Lakeshore IT information to Lakeshore IT. Upon Lakeshore IT's termination of this Contract for any reason, Armstrong County will forfeit any right to obtain a refund or credit of any amount paid previously or owing to Lakeshore IT under this Contract.
8. Upon termination of this Contract for any reason, Armstrong County will provide Lakeshore IT with access during normal business hours to Armstrong County's premises or any other locations at which Lakeshore IT's equipment, property, or software (collectively, "Lakeshore IT Equipment") is located to enable Lakeshore IT to remove all Lakeshore IT Equipment from the premises. If Armstrong County fails or refuses to grant Lakeshore IT access as described herein, or if any of the Lakeshore IT Equipment is missing, broken or damaged (normal wear and tear excepted) or any of Lakeshore IT-supplied software is missing, Lakeshore IT will have the right to invoice Armstrong County for, and Armstrong County hereby agrees to pay immediately, the full replacement value of any and all missing or damaged items.
9. In the event that Armstrong County requests Lakeshore IT's assistance to transition away from Lakeshore IT's Services, Armstrong County will provide such assistance if (i) all fees due and owing to Lakeshore IT are paid in full prior to Lakeshore IT providing its assistance, and (ii) Armstrong County agrees to pay Lakeshore IT's then-current hourly rate for such assistance, with up-front amounts to be paid as Lakeshore IT may require.

## Cybersecurity

10. To the extent that the Services include cybersecurity services, the following terms shall apply. Lakeshore IT's anti-virus / anti-malware solution will generally protect the managed environment from becoming infected with new viruses and malware ("Viruses"); however, Viruses that exist in the managed environment at the time that the security solution is implemented may not be capable of being removed without additional services, for which a charge may be incurred. Lakeshore IT does not warrant or guarantee that all Viruses and malware will be capable of being detected, avoided, or removed, or that any data erased, corrupted, or encrypted by malware will be recoverable. The scope of this Contract will not include the remediation and/or recovery from a Security Incident (defined below). Such services, if requested by Armstrong County, will be provided on a time and materials basis under Lakeshore IT's then-current hourly labor rates. Given the varied number of possible Security Incidents, Lakeshore IT cannot and does not warrant or guarantee (i) the amount of time required to remediate the effects of a Security Incident (or that recovery will be possible under all circumstances), or (ii) that all data impacted by the incident will be recoverable. For the purposes of this paragraph, a Security Incident means any unauthorized or impermissible access to or use of Armstrong County's information technology environment (the "Environment"), or any unauthorized or impermissible disclosure of Armstrong County's confidential information that (i) compromises the security or privacy of the information or applications in, or the structure or integrity of, the Environment, or (ii) prevents normal access to the Environment, or impedes or disrupts the normal functions of the Environment.

## Remedies

11. To the maximum extent permitted by law, Armstrong County agrees that Lakeshore IT shall not be liable for any damages that exceed the amounts paid by Armstrong County to Lakeshore IT for the specific Services upon which the applicable claim(s) is/are based up to the date on which the cause of action accrued, and Lakeshore IT shall not be liable to Armstrong County for (i) any direct or indirect lost profits damages, indirect damages, punitive damages, special damages, exemplary damages, incidental damages, or consequential damages or losses related to or arising out of this Contract, tort, strict liability, or product liability; or (ii) for any damages or losses related to lost revenue, loss of business or goodwill, loss of use, replacement goods, cost of replacement goods, loss of technology, rights or services, loss, corruption or alteration of information, software, hardware, files or data related to or arising out of this Contract, tort, strict liability, or product liability.
12. Armstrong County acknowledges that Lakeshore IT is not responsible for any service outage related to the loss of electrical power, connectivity, suspension or termination of Armstrong County's Lakeshore IT Network and Phone Services or any failures resulting from local or national disasters. Lakeshore IT does not have any control over whether, or the manner in which, calls using any Emergency 9-1-1 or similar system are answered or addressed by any local emergency response center. Lakeshore IT disclaims all responsibility for the conduct of all local emergency response centers and the national emergency calling center.

13. Armstrong County acknowledges and understands that Lakeshore IT will not be liable to Armstrong County arising out of Lakeshore IT's act or omission in developing, adopting, implementing, maintaining, or operating any Emergency 9-1-1 or similar system or in identifying the telephone number, name, address, location or any other information on anyone accessing or trying to use or access any Emergency 9-1-1 or similar system. Lakeshore IT is not liable for errors or omissions in any information about Armstrong County in any published directory. Armstrong County agrees to be solely responsible for ensuring the accuracy of any information about Armstrong County in any published directory.

## Arbitration

14. Any dispute, claim or controversy arising from or related to this Contract, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration before one arbitrator to be mutually agreed upon by the parties. The arbitration shall be administered and conducted by the American Arbitration Association ("AAA") pursuant to its commercial arbitration rules (the "Rules"). In the event of any inconsistency between the Rules and the procedures set forth below, the procedures set forth below will control. The arbitrator will be experienced in contract matters. If the parties cannot agree on an arbitrator within fifteen (15) days after a demand for arbitration is filed, AAA shall select the arbitrator. The arbitrator shall determine the scope of discovery in the matter; however, it is the intent of the parties that any discovery proceedings be limited to the specific issues in the applicable matter, and that discovery be tailored to fulfill that intent. The cost of the arbitration shall be split evenly between the parties; however, the party prevailing in the arbitration shall be entitled to an award of its reasonable attorneys' fees and costs.

## Miscellaneous

15. This Contract shall be construed and enforced in accordance with the laws of the State of Illinois without regard to conflicts of law principles.
16. The parties have entered into this Contract solely for their own benefit. They intend no third party to be able to rely upon or enforce this Contract or any part of this Contract.
17. Lakeshore IT is an independent contractor, and is not Armstrong County's employer, employee, partner, or affiliate.
18. If any of the provisions of this Contract are or become invalid to any extent, the other provisions of this Contract shall not be affected thereby. In the event of invalidity of a provision, the parties hereby agree to accept a provision that reflects as closely as possible the intention of the invalid provision.
19. The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Contract, the temporary or recurring waiver of any term or condition of this Contract, or the granting of an extension of the time for performance, will not constitute a Contract to waive such terms with respect to any other occurrences.
20. Neither party will be liable to the other party for delays or failures to perform its obligations under this Contract because of acts or omissions of any governmental authority, natural disaster, act of

a public enemy, pandemics, acts of terrorism, riot, sabotage, disputes or differences with workmen, national power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism, or hacking, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, and acts of God; provided, however, that under no circumstance will an event of Force Majeure excuse a party's obligations to make payments when due under this Contract.

21. This Contract sets forth the entire agreement and understanding between the parties relating to the Services and the other subject matter hereof and supersedes all prior discussions, representations and agreements, whether written or oral, including, but not limited to, any representations made during the negotiations regarding the terms of this Contract. No party has relied or can rely on any representation not expressly contained in this Contract as an inducement to enter into this Contract. This Contract may not be changed or altered, except by an agreement in writing signed by the party against whom an enforcement of any waiver, change or modification, extension or discharge is sought.
22. This Contract may only be amended by a written document that is signed by Armstrong County and Lakeshore IT's President. This Contract contains the parties' entire agreement about the Services and supersedes any prior agreements, understandings or arrangements, both written and oral.
23. The parties intend to sign and deliver this Contract in counterparts, and each of which will be deemed an original and all of which, when taken together, will be deemed to be one agreement. Each party may sign and deliver this agreement electronically (*e.g.*, by digital signature and/or electronic reproduction of a handwritten signature), and the receiving party will be entitled to rely upon the apparent integrity and authenticity of the other party's signature for all purposes.



# Lakeshore IT Solutions, Inc. Managed Services Contract

Lakeshore IT Solutions, Inc.

Armstrong County

By:

By:

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(Signature)

(Signature)

Title:

Title:

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Date:

Date:

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