



Complete Care Agreement

1. Terms of Agreement

This Agreement between **The City of Pascagoula, MS**, herein referred to as Client, and AGJ Systems & Networks Inc. (AGJ) is effective upon the date signed and shall remain in force for three (3) years. Additions can be made to this contract per Appendix B. This Agreement automatically renews for a subsequent three year period beginning on the day immediately following the end of the Initial Term, unless either party gives the other party thirty (30) days prior written notice of its intent not to renew this Agreement.

- a) If either party terminates this Agreement, AGJ will assist in the orderly termination of services, including transfer of services to another provider. Client agrees to pay AGJ the actual costs of rendering such assistance.

2. Coverage

All services will be provided to the Client during the hours of 8:00 am – 5:00 pm Monday through Friday (excluding public holidays). Coverage will be provided to the **Pascagoula Police Department and Fire Department** 24/7/365 (24 hours/day) Network and Server Monitoring will be provided to the Client by AGJ through remote means 24/7/365. All services, as well as Services that fall outside this scope, will fall under the provisions of Appendix A. Hardware costs of any kind are not covered under the terms of this Agreement.

Support and Escalation

AGJ Systems will respond to Client’s “Trouble Tickets” within four (4) hours for non-emergency issues and within one (1) hour for emergency issues. Trouble Tickets can be opened by email, phone, or through AGJ’s client portal. Each call will be assigned a Trouble Ticket number for tracking. Travel to client’s office/s within a 50-mile radius of AGJ’s office is included in this agreement.

Service outside Normal Working Hours

Emergency services performed outside of the hours of 8:00 am – 5:00 pm Monday through Friday, excluding public holidays, shall be subject to provisions of Appendix A.

Limitation of Liability

To the extent permitted by Mississippi law, AGJ may not be held liable for indirect or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, servers, costs of substitute equipment, or other costs.

3. Client Equipment Covered

AGJ will provide monitoring, maintenance, helpdesk support, central services, network administration, and virtual CIO services for the Client’s office. This agreement covers support for existing computers, servers, networking equipment, and mobile devices at the Client’s office.

Item	Included	Qty
Locations	Yes	15
Helpdesk/Reactive Support Team (remote/onsite)	Yes	Up to 250 users
vCIO, Network Admin, Central Services	Yes	Up to 250 users
Offsite Backup (file level) for server	Yes	
BDR (Backup and DR server)	Yes	See BDR Agreement
Mobile Device Mgmt Software (MDM)	No	
Office 365 (Exchange Only)	No	
Antivirus, Antispam, Antimalware Software	Yes	Up to 250 users
PC/Laptop Recycling Services	Yes	Up to 250 users
Security Awareness Training and Notices (electronic)	Yes	Up to 250 users
Remote PC Access	Yes	Up to 250 users
Phone System Support	Yes	Up to 250 users
Assigned Technical Resources	Yes	2

4. Backup Protected Equipment and Retention Policy

	Qty	GB used locally	Retention
Servers	(see BDR agreement)		
Desktops and Laptops	0		

5. Additional Services

Hardware/System Support

AGJ shall provide support for currently installed hardware and software, provided that all hardware is covered under a currently active vendor warranty; or replaceable parts be readily available, and all software be genuine and vendor-supported. Software patching is included. Should any hardware or systems fail to meet these provisions, they will be excluded from this Service Agreement. Should 3rd Party Vendor Support Charges be required in order to resolve any issues, these will be discussed with the Client and passed on to the Client. Installation of new hardware and software is not included in this agreement.*

Monitoring and Reporting Services

AGJ will provide ongoing monitoring of all critical devices as indicated in section 3 (above). AGJ will provide monthly reports as well as document critical alerts, scans, and event resolutions to Client. Additional reports (asset, licensing, etc...) can be provided at Client's request (at no additional charge).

Virtual CIO

AGJ Systems will schedule quarterly or annual business reviews (depending on which the Client prefers) with the Client to discuss the state of their current IT infrastructure, upcoming IT developments, and future technology plans of the Client. AGJ Systems will assist in developing an IT budget to meet the Client's future growth projections.

6. Excluded Services

Service rendered under this Agreement does not include:

- 1) The cost of any parts, equipment, or shipping charges of any kind.
- 2) The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind (unless specifically stated in this contract). Antivirus and Antispyware software is included in this agreement.
- 3) The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees.
- 4) Programming (modification of software code) unless as specified in section 3 (above).
- 5) Installation of new hardware or new software (e.g. line-of-business application).*
- 6) Office Telephone System support unless specified in section 3 (above).
- 7) Mail security for non-Exchange environments.

*New computers will be installed at no charge if purchased from AGJ.

7. Confidentiality and Non-Compete

AGJ and its agents/employees will not use or disclose Client information, except as necessary to or consistent with providing the contracted services, and will protect against unauthorized use.

The Client agrees that without written consent, at all times while Client is employing the services of AGJ and for twelve (12) months after the contract period terminates, the Client will not solicit, hire, retain (including as a consultant) any employee or contractor of AGJ or any former employee who has left employment or contract within twelve (12) months prior to such hiring.

8. Miscellaneous

This Agreement shall be governed by the laws of the State of Mississippi. It constitutes the entire Agreement between the Client and AGJ Systems and no other promises or conditions were made or set in any other agreement, whether oral or written. This agreement supersedes any prior written or oral agreements between the parties, as of the date executed.

AGJ Systems is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

This agreement may be modified or amended, provided the amendment is made in writing, is mutually agreed upon and is signed by both parties' representative(s).

If any provisions of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

9. Fees and Payment Schedule

Fees for the first year will be \$20,800 per month plus sales tax (sales tax will be added if applicable), invoiced to the Client on a Monthly basis, and will be automatically drafted on the first day of each month.

All invoices are "Net 45" (due 45 days after the invoice date). A finance charge of 1.5% per month will be added to late invoices. To the extent permitted by Mississippi Law, if an invoice becomes 30 days past due, you will be notified and your account will be put on "credit hold." AGJ requires a 50% deposit on all hardware/software at the time of purchase. The remainder of the hardware/software purchase amount is due when the equipment is delivered.

It is understood that any and all Services requested by the Client that fall outside of the terms of this Agreement will be discussed with the Client, and after agreed to in writing by the parties hereto, billed as separate, individual services.

10. Cancellation

To the extent permitted by Mississippi Law, with respect to the breach or cancellation of this contract by the client prior to its expiration, the parties agree that the measure of damages shall be liquidated. Regarding liquidated damages the parties (i) agree that the injury caused by such breach or cancellation would be difficult or impossible to accurately estimate, (ii) intend to provide for damages rather than a penalty and (iii) agree that the sum stipulated as liquidated damages herein below is a reasonable pre-estimate of the probable loss. Liquidated damages shall be computed as follows:

Breach or termination during first 12 months: 60% of remaining contract payments; Second 12 months: 50% of remaining contract payments; and, Final 12 months: 40% of remaining contract payments.

11. Acceptance of Service Agreement

This Service Agreement covers only those services and equipment listed in section 3 (above). IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:



Nikki Johns

AGJ Systems

Date

Authorized Signature

Client

Date

Effective Date



Appendix A

Service Rates

Labor	Rate
Remote and Onsite Server Mgmt. 8am-5pm M-F	INCLUDED
Remote and Onsite Printer Mgmt. (Tier 1) 8am-5pm M-F	INCLUDED
Remote and Onsite Network Mgmt. 8am-5pm M-F	INCLUDED
Remote and Onsite PC/Laptop Help Desk 8am-5pm M-F	INCLUDED
24x7x365 Server and Network Monitoring	INCLUDED
Managed Server Backups 8am-5pm M-F	INCLUDED
Server and PC Proactive Tasks	INCLUDED
Remote PC Management/Help Desk After Hours and Weekends	\$100/hour (PD and Fire Dept Included)
Remote Printer Management (Tier 1) After Hours and Weekends	\$100/hour (PD and Fire Dept Included)
Remote Network Management After Hours and Weekends	\$100/hour (PD and Fire Dept Included)
Remote Server Management After Hours and Weekends	\$100/hour (PD and Fire Dept Included)
Managed Server Backups After Hours and Weekends	INCLUDED
Onsite Labor After Hours and Weekends	\$100/hour (PD and Fire Dept Included)
Server Installations and Projects	\$100/hour
Software Deployment Projects	\$100/hour
New PC Installations* purchased from AGJ	INCLUDED
New PC Installations* purchased from other vendors	\$150 per PC
Project Manager	\$100/hour
Travel Outside 50-miles (half rate)	\$57.50/hour

*PCs purchased through AGJ will be installed at no charge. Clients may purchase PCs or other equipment through other vendors (clients will be charged at hourly rate above for equipment not purchased through AGJ).

We ask that Client sends specifications of any technology equipment to AGJ for a review before purchase (review at no charge to Client). This will reduce problems with incorrect equipment/specifications if you choose to purchase them through another vendor.

We are your trusted IT provider, and we always strive to offer the best prices while guaranteeing that the products we sell are warranted and will work with your network.

Appendix B

Optional Add-Ons

Item	Rate
Hosted Exchange Mailbox – 50 GB storage with antispam	\$4.50/month
Hosted Exchange Distribution List	\$0
Add one additional employee to Complete Care (1 user)	\$100/month
Offsite Backup (file level only) – 100 GB	\$50/month