



Town of Manlius

Business 360 Complete Service Agreement

Date
12/13/2022

Presented by:
James LaValle

Business 360 Complete Service Agreement

This Business 360 Complete Service Agreement ("Agreement") is made and effective the **1st day of January, 2023** by and between The Garam Group, LLC ("Garam"), a New York limited liability company with a place of business at 6522 Basile Rowe, East Syracuse, NY 13057 and **Town of Manlius**, headquartered at **301 Brooklea Drive Fayetteville, NY 13066** (the "Client").

1. Scope of Agreement

This agreement is to provide Garam Group's Business 360 Complete monthly break/fix and maintenance support Monday – Friday during the regular work day (8:00 am – 5:00 pm; hereafter referred to as the "Regular Work Day"). A detailed listing of included and optional services can be found in the attached services document.

2. Rates

Business 360 Complete Monthly Rate Plan (**Unlimited Support and Maintenance**)

| Service | Rate | Qty | Total |
|--|----------|-----|------------|
| Business 360 - Complete | \$72.50 | 61 | \$4,422.50 |
| Enhanced Cyber Security Solution | \$8.25 | 61 | \$503.25 |
| BSN Cyber Security Training w/ Dark Web Monitoring | \$78.95 | 1 | \$78.95 |
| Cloud Image Backups | \$445.00 | 1 | \$445.00 |
| Total | | | \$5,449.70 |

Additional Billing

Microsoft licensing will be included in monthly billing based on list pricing and quantity needed.

All support performed outside of the Regular Work Day will be charged using the following rate schedule.

- **\$187.50** per hour, pro-rated at 15 minute intervals, for Services provided outside the Regular Work Day and Saturdays.

- **\$250.00** per hour, pro-rated at 15 minute intervals, for Services provided on Sundays and the following Holidays:
 - **New Year's Day**
 - **President's Day**
 - **Memorial Day**
 - **Labor Day**
 - **Thanksgiving Day**
 - **Day after Thanksgiving**
 - **Christmas Day**



3. Terms

- A monthly charge of **\$5,449.70 + tax** will be invoiced the first week of every month for that month's service.
- Any additional Moves, Adds & Changes will be billed at the end of the month that the service was provided.

4. Client's Responsibilities

Client will make the following resources available to Garam for the duration of this Agreement:

- An individual who will be the primary point of contact for the Client as it relates to the services.
- Access to all computer systems, software and programs.
- Access to ISP accounts and equipment.

5. Equipment Age Limitation

Client will make every reasonable effort to manage the age of their equipment inventory and replace equipment that has been in service for more than 4 years. The Garam Group may request that equipment older than 4 years be replaced and such equipment will receive limited support.

6. Agreement related expenses

- Travel will be billed to Client at the current Internal Revenue Service Standard Mileage Rate.

7. Limitation of Liability

Garam shall not be liable for special, incidental, or consequential damages in connection with the repair or services of equipment, including but not limited to loss of profits or revenue.

8. Termination of Agreement

This Agreement shall remain in effect from the **1st day of January, 2023** until **31st day of December, 2023**. In the event any sum of money owed by the Client is not paid when due and remains unpaid for a period of thirty (30) days, or if the Client defaults in performance of any other obligations under this Agreement, Garam may terminate this Agreement by giving the Client thirty (30) days written notice of termination. In the event of such termination, Garam retains all rights and remedies under the Agreement. In addition, the Client has the right to terminate this Agreement for good cause by giving thirty (30) days written notice to Garam.



9. Notices

All notices given hereunder shall be in writing and can be served by either hand delivery or mailed by certified or registered mail to a party at the addresses first written above.

10. Waiver

No waiver by either party of any breach by the other of any obligation or covenant hereunder shall be deemed a waiver of any subsequent breach.

11. Entire Agreement

This contains the entire agreement between the parties and supersedes any oral or written agreements heretofore made. This Agreement may not be modified or amended except in writing and signed by all parties.

Acceptance and authorization

The terms and conditions of the **Business 360 Complete Service Agreement** apply in full to the services and products provided under this Service Agreement.

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Service Agreement, under seal.

Full name

Title

Signature

Date

James LaValle

Full name

Director of Operations

Title

Signature

Date

