

AGREEMENT FOR IT SERVICES

This AGREEMENT FOR IT SERVICES (hereinafter "Agreement") is made and entered into this _____ day of February, 2025 (the "Effective Date"), by and between the **Town of Munster, Indiana**, whose address is 1005 Ridge Road, Munster, Indiana 46321 (hereinafter "Town") and the **School Town of Munster**, whose address is 8616 Columbia Avenue, Munster, Indiana 46321 (hereinafter "School Town") (collectively, the "Parties").

RECITALS:

WHEREAS, the School Town employs IT professionals and provides IT services and support for the School Town administration and schools throughout the School Town of Munster; and

WHEREAS, the Town is in need of IT services for the Town; and

WHEREAS, the Town desires to engage the School Town to perform IT and professional services as outlined herein;

NOW, THEREFORE, in consideration of the covenants and other consideration herein set forth, the Town and School Town hereby agree as follows:

1. **Scope of Services.**

The School Town agrees to provide the Town IT and professional services as described as follows:

- a. School Town shall provide managed IT services to the Town for Covered Employees and Covered Devices as listed in Exhibit "A";
- b. The hours of operation for School Town are: 7:00 AM to 3:30 PM, Central Standard Time, (Monday through Friday), excluding holidays (the "Normal Business Hours").
- c. Maintenance and repair work performed by the School Town, including but not limited to any assistance in troubleshooting or correcting any performance issues or instances directly related to covered devices and covered users managed by the School Town. "Maintenance" is defined as any assistance in troubleshooting or correcting any performance issue or instances directly related to Covered Devices and Covered Users managed by School Town;
- d. The School Town may, in its sole discretion, attempt to resolve any issue via remote access and/or web-based software. If School Town personnel are unable to resolve issues via telephone/remote support, an on-site visit to

the Town may be required. In such event, the Town agrees to provide School Town personnel with any resources necessary to resolve any open issue in a timely manner.

- e. Inspections, adjustments, software updates, patches, virus protection or removal, and assistance with manufacturer warranty repair required for proper operation;
- f. Disaster recovery services; and
- g. Cyber security services.

(hereinafter "Services").

2. **Fees.**

- A. The Town will pay the School Town the sum of \$16,000.00 Dollars per month for the above-referenced Services, plus any additional charges for out-of-pocket expenses incurred by the School Town for providing the Services as set forth herein, including, but not limited to equipment, software, and licensing it uses. The fees/charges established by this Agreement include payment for maintenance and repair work performed by School Town during Normal Business Hours for support of the covered devices and users.
- B. Additional services as requested by the Town will be billed at \$160.00 per hour;
- C. Additional products as requested by the Town will be billed on an additional product basis at the time of the request.
- D. Additional services and users may result in increase/decrease charges which will be evaluated on a quarterly basis, and which could affect the per month fee described in subsection 2(A) above. If any increase/decrease of charges is at or above twenty percent (20%), the parties shall promptly amend the per month fee described in 2(A) to reflect such increase/decrease.
- E. Professional development may be needed in order to better support the Town's unique applications and or systems. The Town agrees, with prior approval, to compensate the School Town for any travel expenses related to sending its workforce to trainings or conferences (in state or out of state).
- F. At the conclusion of one (1) year from the execution date of this Agreement, the parties shall meet to discuss Fees as articulated in this subsection including potential increase or decrease of Fees based upon the review of work/services performed in year one of the Agreement. The parties hereby agree that the parties may amend and increase the Fees articulated herein after year one (1) of the Agreement and based upon a review of the work/services performed in

year one (1). If the review results in a change to the Fees of twenty-five percent (25%), either party may elect to cancel this Agreement pursuant to the subsection 4 (“Termination”) herein.

3. **Term.**

This Agreement shall be effective on the Effective Date and shall remain in effective for a period of two (2) years, unless terminated as set forth herein.

4. **Termination.**

Either party shall have the right to terminate this Agreement if: (i) a default event occurs; or (ii) upon ninety (90) days written notice by either party. If this Agreement is terminated, the School Town will use reasonable efforts to provide IT and support service to the Town and assist in the transition to a new provider during those ninety (90) days prior to termination.

5. **Limited Warranty.**

The School Town cannot guarantee against the following and hereby expressly disclaims any problems related to or arising out of:

- a. software or hardware that was unknown to School Town prior to installation.
- b. “virus” or any other code designed or intended to have, or capable of: (i) disrupting, disabling, harming, or otherwise impeding in any manner the operation of, or providing unauthorized access to, a computer system or network or other device on which such code is stored or installed; or (ii) damaging or destroying any data or file without the user’s consent.
- c. equipment failure.
- d. No guarantee of repair time can be made. No representative of School Town is authorized to give a binding completion time for any service performed, and any representation of a completion time will be considered only an estimate.
- e. School Town is not responsible for third-party vendor costs and Town shall pay for vendor costs subject to Town’s approval of any amounts exceeding \$250, in Town’s sole discretion.

6. **Chronically Failing Devices.**

Equipment belonging to the Town which has initially passed minimum standard requirements for the services may be subject to chronic failure resulting in user and

business interruption despite repair (“Chronically Failing Device”). School Town, in its sole discretion, may identify such Chronically Failing Devices and Town agrees to work constructively and positively with School Town to consider replacement of the Chronically Failing Device at the Town’s cost.

7. **Town Responsibilities.**

Town will use reasonable security precautions in light of Town’s use of the Services, including encrypting any information sent to or from the Services or a School Town device which: (a) identifies an individual, such as name, social security number or other government issued number, date of birth, address, telephone number, biometric data, mother’s maiden name; (b) is “non-public personal information” as that term is defined in the Gramm-Leach-Bliley Act found at 15 USC Subchapter I, § 6809(4); (c) is “protected health information” as defined in the Health Insurance Portability and Accountability Act found at 45 CFR §160.103; or (d) is other personally identifiable information. School Town will make tools available to Town to implement such security precautions.

Town is responsible for its use of the Services. Town is responsible, without limitation, for obtaining appropriate permission to use, store, transmit, and access any data, documentation, information, or other materials stored on or used with the Services. Town is responsible for use of the Services by any third party to the same extent as if Town were using the Services itself.

Town warrants that all copies of software provided by Town and used by Town on School Town hardware or with the Services are properly licensed.

Town will maintain the appropriate support/maintenance agreement for all critical line of business (LOB) applications. Failure to keep the appropriate support and maintenance agreements current with LOB vendors could result in direct charges to Town for support of said applications. This may also limit School Town’s ability to support the applications or keep them up to date with service and security patches.

8. **Data Center Backups.**

Replication of all local backups to the partner data center are done utilizing the Town’s Internet connection. There are inherent risks in the use of the Internet and electronic communications. School Town is not responsible for any delays, delivery failures or other damage resulting from such problems.

9. **Loaned Equipment.**

Unless otherwise stated, Town agrees that the Backup device utilized by School Town, in the execution of this service shall remain the property of School Town and must be returned if requested. Town further agrees to cease the use of any technology that remains the property of School Town upon termination of this agreement. If the Backup device unit is stolen, damaged or destroyed, Town agrees to pay the full amount of the cost to obtain replacement hardware. In the case where Town has provided their own

device as utilizing the Backup software, School Town will not be liable for the device failing.

10. **Equipment & Facilities.**

Town agrees that School Town may utilize certain items of Town's equipment and may gain access to certain Town facilities. Town retains title and ownership in all of Town's equipment owned by Town and utilized by School Town and must grant authority for School Town to access Town's facility. Facility access may be denied for any reason at any time; however, if access to facilities is denied, Town understands that School Town may be unable to perform its duties adequately and if such a situation should exist, School Town will be held harmless.

11. **Passwords.**

Town will provide access to any and all systems and resources for the School Town to perform its duties and responsibilities under this agreement. As such, Town will provide School Town access to any and all passwords needed to complete the backup operations.

12. **Warranty.**

School Town warrants that the work performed by School Town will be performed in accordance with reasonable and customary practices prevailing at the time. The Town acknowledges that any backup device cannot be modified in any way (including adding software applications to the device itself or adding memory or hard drives) or the warranty and the management agreements are voided.

13. **Governing Law.**

This Agreement shall be interpreted, enforced, and governed, and construed exclusively under the laws of the State of Indiana.

14. **Indemnity and Hold Harmless.**

Town shall defend, indemnify, and hold School Town, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the School Town in performance of this Agreement, except for injuries and damages caused by the sole negligence of the School Town. Additionally, Town will defend, indemnify, and hold harmless School Town and its partners, its directors, officers, owners, employees, and agents from and against all claims, suits, proceedings, costs, and expenses arising from or related to any software provided by Town.

15. **Insurance.**

Town and School Town will maintain appropriate network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$3,000,000. Such insurance shall be maintained and in force at all times during the term of this Agreement and for a period of two years thereafter for services completed during the term of this Agreement. Town and School Town shall name each other as an "additional insured" on any network risk or cyber liability coverage.

16. **Attorneys' Fees and Litigation Costs.**

In the event of a claim or litigation arising from or related to the subject matter of this Agreement, the prevailing party will have their attorneys' fees paid by the opposing party.

17. **Point of Contact.**

The parties agree that the point of contact for each party is as follows:

SCHOOL TOWN OF MUNSTER:

Chief Technology Officer
Jarek Pozdzal
jpozdzal@munster.us

TOWN OF MUNSTER:

Interim Town Manager
Patricia Abbott
pabbott@munster.in.gov

The parties agree that any IT needs of the Town shall be directed through its Point of Contact **ONLY**.

IN WITNESS WHEREOF, the parties have executed this Agreement For IT Services as of the day and year first above written.

TOWN:

TOWN OF MUNSTER, INDIANA

By: _____

Its: _____

SCHOOL TOWN:

SCHOOL TOWN OF MUNSTER

By:  _____

Its: Superintendent