

GENERAL CONTRACT FOR SERVICES

This Contract for Services (this "Contract") is made effective as of _____ ("Effective Date"), by and between the **City of Jonesboro ("Client") of 515 West Washington Avenue, Jonesboro, AR 72401**, and **IT Associates, LLC ("ITA") of 3719 Burdyslaw, Jonesboro, Arkansas 72401**. In this Contract, the party who is contracting to receive services will be referred to as "Client," and the party who will be providing the services will be referred to as "ITA".

1. DESCRIPTION OF SERVICES. Beginning on the Effective Date, ITA will provide to Client a disaster recovery plan for information technology (IT). The project will be completed in the following stages:

- Phase 1: Discovery (45-60 days)
 - Inventory all hardware and software included in the scope.
 - Inventory and review all IT policies and procedures.
 - Identify expectations of Stakeholders (i.e. City Council, Mayor and Administration, Department Heads and IT).
 - Identify regulatory and/or legal requirements.
 - Identify municipal best practices.
 - Complete Application Criticality/Priority List.
 - Complete needs assessment.
- Phase 2: Draft DRP (30-40 days)
 - Review draft with Stakeholders.
 - Change and revise as directed.
- Phase 3: Finalize and Present DRP (15-20 days).
 - Final review and acceptance by Stakeholders.

2. PAYMENT FOR SERVICES. In exchange for the Services, Client will pay ITA \$25,000 plus applicable taxes according to the following schedule:

- 25% at contract signing
- 25% at completion of Phase 1
- 25% at completion of Phase 2
- 25% at completion of Phase 3

3. ADDITIONAL SERVICES. For a period of three (3) years beginning on the Effective Date, the client will have the option of procuring additional IT consulting and/or technical services (e.g. networking, website design, e-mail, server support and maintenance, desktop support and maintenance, application programming, etc.) according to the following schedule:

- \$125 per hour – Professional IT Consulting, Networking and Server support or maintenance.
- \$90 per hour – Application programming, Website design, Desktop PC support and general support or maintenance.

- Other rates may apply if separately negotiated and written in a Quote or Amendment to this Contract.

4. CONFIDENTIALITY. ITA, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of ITA, or divulge, disclose, or communicate in any manner, any information that is proprietary to CLIENT. ITA and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

Upon termination of this Contract, ITA will return to CLIENT all records, notes, documentation and other items that were used, created, or controlled by ITA during the term of this Contract.

5. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation, 1) the failure to make a monetary payment when due or 2) the failure to complete project assignments when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

6. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

7. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

8. AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by Client and ITA as obligated under the amendment.

9. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Arkansas.

10. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

11. ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Accepted By:
Client

Service Provider:
ITA

(signature) (date)
Doug Formon, Mayor

(signature) (date)

(printed name and title)

(signature) (date)
Donna Jackson, City Clerk