



3305 G Street  
Merced, CA. 95340  
Phone: (800) 931-2043  
Fax: (877) 834-1320

## COVID – 19 Monthly IT Support Modifications

Mid Valley IT understands with the change to remote learning for all student a stable network, remote access and additional resources are a necessity to keeping the students, parents and teachers connected.

This document is to serve as a 1-year agreement between Mid Valley IT and \_\_\_Mt. Diablo Unified School District\_\_ (Client) to add the additional resources required to address this changing environment. This agreement shall supersede all other agreements (either written or oral) and shall be the document referenced for the support guidelines for the above client.

- A. The above client agrees to pre-pay a monthly dollar amount of \$\_6000.00\_ to be used for services provided by Mid Valley IT. All pre-paid money may be used for any services provided by Mid Valley IT. Service dollars may not be used for hardware or software. (Please see the section entitled "Service Rates" for a detailed breakdown of all service costs).
- B. Additional Service Dollars \$\_0.00\_ (This is a one-time charge and does not reoccur monthly. These dollars shall be added to the support agreement as additional funds available to be used for services provided by Mid Valley IT.)
- C. Mid Valley IT Service Credit \$\_0.00\_ (This is a one-time service credit and does not reoccur monthly. These dollars shall be added to the support agreement as additional funds available to be used for services provided by Mid Valley IT.)
- D. As an additional benefit to this agreement, any unused monthly service dollars may be rolled over to the following month throughout the term of this agreement. The client may also borrow service dollars from the succeeding month provided that the client's negative account has not exceeded more than one month's worth of purchased hours.
- E. Mid Valley IT gives said support agreement client a guaranteed response time of 4 hours for all emergency service calls. Mid Valley IT requests a minimum of a 48-hour notice for all scheduled service. Please note that there may be a service rate uplift for any requested service with less than a 48-hour notice.
- F. All on-site service shall be billed in 1-hour increments with a minimum of \_1\_ hour/s for each on-site service call. All remote service shall be billed in 15-minute increments.
- G. Travel charge for this agreement is \$\_0.00\_.

<http://www.midvalleyit.com>  
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- H. Either party may cancel this agreement at any time. Canceling party must give 30 days' written notice as to the reason for cancellation. All unpaid service dollars shall become due and payable upon cancellation. Any unused service dollars remaining on this service agreement shall be forfeited once the client's 30-day notice has expired. If Mid Valley IT chooses to cancel said agreement Mid Valley IT shall refund any unused service dollars to the above client within 30 days of cancellation.
- I. Every document prepared under this contract is the exclusive property of the Client. No information prepared under this contract may be made available to any individual or organization without the Client's prior approval.
- J. Client shall indemnify and hold harmless the Contractor, its officers, officials, employees, agents and volunteers from and against all liabilities, claims, damages, losses, and expenses, herein, caused in whole or in part by any negligent act or omission of the Contractor, its consultants, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the Contractor.
- K. Contractor shall indemnify and hold harmless the Client, its officers, officials, employees, agents and volunteers from and against all liabilities, claims, damages, losses, and expenses, herein, caused in whole or in part by any negligent act or omission of the Client, its consultants, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the Client.
- L. Under no circumstance is Contractor responsible for damages resulting from data loss, work interruptions, or system failures / crashes related to the Client's system, servers, computers, mobile device, or other electronic systems. Contractor is not responsible for failure of the backup system due to physical failure, or omission of data from the backup job. It is the Client's sole responsibility to notify the Contractor if a litigation hold is in place on any of the Client's systems and to verify the proper operation and configuration of the backup systems.
- M. During the term of this Agreement and for a 2 year period after any termination of this Agreement, Client will not, without the prior written consent of Mid Valley IT, either directly or indirectly, on Client's own behalf or in the service or on behalf of others, solicit or attempt to solicit, divert or hire away any person employed by Mid Valley IT or any customer of Mid Valley IT.

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N. Neither party shall be held liable for any delay or failure in performance of all or a portion or the Services of any part of this Agreement from any cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts affecting facilities other than facilities of a kind commonly protected by redundant power systems, unless such redundant power systems are also affected by any Force Majeure condition, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

O. MISCELLANEOUS PROVISIONS

- a. Waiver. The Client's waiver of a breach of term is not deemed a waiver of any subsequent breach of the same term.
- b. Cost of Litigation. If legal action is necessary to enforce this contract, the prevailing party is entitled to receive all costs and expense including reasonable attorney's fees and costs of arbitration or litigation.
- c. Entire Contract. This document, together with the attachments, is the entire contract. Any modification must be in writing and signed by the parties.
- d. This contract shall bind and inure to the benefit of the heirs, successors, and assigns of the parties; however, Contractor shall not subcontract or assign this contract without the prior written consent of the Client.
- e. If the Contractor is compelled to provide testimony or otherwise appear for matters (subpoena's, depositions or similar) related to the client, client is responsible for paying Contractor's hourly rate (including travel) of \$200 per hour.

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## Additional Support Options

**Anti-Virus Hosting:** \_N/A\_

Total number of Anti-Virus licenses needed \_\_\_\_\_

Total cost for Anti-Virus hosting \_\_\_\_\_

**Email Hosting:** \_N/A\_

Total number of email addresses needed \_\_\_\_\_

Total cost for email hosting \_\_\_\_\_

**Remote Back-up Services:** \_N/A\_

Total gigabytes to be backed-up \_\_\_\_\_

Total cost for remote back-up service \_\_\_\_\_

**Server Monitoring:** \_N/A\_

Total number of servers being monitored \_\_\_\_\_

Total cost for server monitoring \_\_\_\_\_

**Desktop Monitoring:** \_N/A\_

Total number of desktops being monitored \_\_\_\_\_

Total cost for desktop monitoring \_\_\_\_\_

**Open DNS:**

Total number of DNS Users \_N/A\_

Total cost for Open DNS \_\_\_\_\_

All costs for any additional services above shall bill against the total pre-paid service dollars listed at the top of this agreement.

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## Service Rates and Charges

Service Type	Non-Agreement	Agreement
Normal Business Hours Monday – Friday, 8:00am – 5:00pm	\$175.00 Per Hour	\$150.00 Per Hour
After-Hours / Saturdays Monday – Friday, 5:00pm – 8:00am Saturday (All Day)	Projects Only	\$225.00 Per Hour
Sunday / Holiday Support Sunday (All Day)	Projects Only	\$300.00 Per Hour
Emergency Support Monday – Friday	Projects Only	\$225.00 Per Hour

By signing below, both the client and Mid Valley IT agree to the above terms and conditions. This agreement shall commence on the date signed and run for 1 year. Once the term has been reached, this agreement shall auto-renew on a monthly basis until such time as written notice is given for either cancellation or term changes. All invoices are due and payable the first of each month and considered late by the 10<sup>th</sup>. Mid Valley IT reserves the right to withhold service on any delinquent account.

Mid Valley IT

Tom Leach  
Name

owner  
Title

[Signature]  
Signature

Mt. Diablo Unified School District

Adam Clark  
Name

Superintendent  
Title

[Signature]  
Signature

Start Date: 9.8.2020

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