

BILL NO. 2053

SPECIAL ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF CUBA, MISSOURI, ON BEHALF OF SAID CITY, TO ENTER INTO AN AGREEMENT WITH AQM COMPUTER HELP FOR A COMPUTER MAINTENANCE PLAN

WHEREAS, the Board of Aldermen of the City of Cuba, Missouri (City), has determined that it is in the best interests of the City to enter into an agreement with AQM Computer Help for a maintenance plan.

BE IT ORDAINED, by the Board of Aldermen of the City of Cuba, Missouri, as follows:

Section 1: The City of Cuba, Missouri, shall enter into an agreement with AQM Computer Help for a maintenance plan. A copy of said Agreement is attached hereto as Exhibit "A".

Section 2: The Mayor of the City of Cuba, Missouri, is authorized to execute the Agreement on behalf of the City.

Section 3: All ordinances or parts of ordinances therefore enacted which are in conflict herewith are hereby repealed.

Section 4: This ordinance shall be in full force and effect from and after its passage and approval.

READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF CUBA, MISSOURI, THIS ____ DAY OF _____, 2022.

CODY LEATHERS, MAYOR

Attest:

LAINEE GARBO, CITY CLERK

(City Seal)

Approved this _____ day of _____, 2022.

CODY LEATHERS, MAYOR

Attest:

LAINEE GARBO, CITY CLERK

(City Seal)

Approved as to the form.
WILLIAMS, ROBINSON, RIGLER & BUSCHJOST, P.C.

By: _____

Lance B. Thurman, #51214
901 North Pine Street, Fourth Floor
Post Office Box 47
Rolla, Missouri 65402
(573) 341-2266

ATTORNEYS FOR THE CITY OF CUBA, MISSOURI

Alderman	Vote on First Reading On _____, 2022	Vote on Second Reading On _____, 2022
Kevin Copling		
Sam Black		
Dave Honea		
Warren Graddy		
Curtis Holt		
Jeff Bouse		



AQM Customer Service Plans

We have the right plan for your Business!

AQM Computer Help (AQM) strongly believes that its computer network systems are used to their greatest potential when: (a) the company's computer systems are kept up-to-date with regular maintenance of their hardware/software systems; and (b) the company's office has the continuing ability to seek assistance from AQM service technicians for any computer systems questions or issues that may arise.

AQM provides thirty (30) days of free customer support on issues relating to the installation of new hardware/software systems. Following the thirty (30) days of free support, AQM provides two convenient Customer Service Plans – Basic & Deluxe. These plans renew automatically after the end of their term, under the same terms and conditions on the 1st of the month. Experience has shown that your investment and support greatly maximize the ability to maintain a more stable computer network system. AQM customer service plans are not designed to replace your existing software systems but should be used in conjunction with these other customer support plans.

THIS SERVICE PLAN AGREEMENT ("Agreement") is entered into on June 1, 2022. **AQM Computer Help ("AQM")**, with its principal place of business located at 300 West Main Street Union, Missouri 63084 and **Cuba Police Department**, with its principal place of business located at 602 S. Franklin St, Cuba, MO 65453 and shall be effective as of June 1, 2022 (the "Effective Date").



AQM No Maintenance Plan - \$65 for the first half hour and \$120 per hour service call rate for on-site in-office visit based on "as needed" basis from customer. Service calls will be scheduled based on availability, usually within 72 hours, however, same day service will be available upon request/demand which shall include an expedite fee. Same day expedite service fee of \$200 minimum one-hour labor will apply upon request for same day service. AQM guarantees 2-hour response time when expedite service is requested, otherwise expedite fee is waived. AQM will use remote service whenever possible. Remote support fee of \$100 per hour will apply per incident. There is no expedite fee for remote service when there is availability in AQM scheduling, however, if there is no availability, customer may declare an emergency where same emergency fees apply. The Customer completely assumes role of computer systems administrator who will solely responsible for maintenance, data backup, updates, data integrity, etc.

I decline monthly AQM Computer Support & Maintenance and will call AQM on an "as needed" basis.

Customer Signature: _____



AQM Remote Support Plan - Monthly Remote AQM Support & Maintenance Plan: Unlimited phone/remote support Monday through Friday, 8:00 am to 5:00 pm for AQM Support. Includes scheduled monthly remote inspection for backups/system file updates of all computers on network. This maintenance plan does not cover new hardware or software installations. Please always request estimates for new work that is required on your network, i.e. new computer, printer, hardware, software installation and upgrades, etc.

Please note: Onsite service is billed at additional \$100/Hr (non-AQM support plan hourly labor \$120 per hour)

AQM support does not in any way "REPLACE" other software support plans. Instead, we work in "CONJUNCTION" with the other software system support plans. It remains the responsibility of the office to contact their respective software support call center(s) with problems specifically related to these software systems.

\$125 per month will cover your server and firewall and ongoing firmware updates and patches that relate to those items. Monthly monitoring maintenance included for all Windows updates, driver updates, vendor management, and annual client review meetings.

Number of PCS and VMs (1) x \$50 = \$ 50 .

Number of Servers and NAS (1) x \$75 = \$ 75 .

Total: \$125/ Month

AQM Cancellation Policy: 24-hour cancellation notice is required for service calls. 48-hour cancellation notice is required for installations with greater than 3 computer systems. There will be a \$75 cancellation fee for service calls without 24-hour notice. There will be a 5% of labor charge for cancellation of installations without 48-hour notice. Additional hourly service fees may apply if AQM technician is not able to perform the service call or installation due to problems encountered with no fault of AQM, i.e. no power at office, customer supplied hardware is defective or not present, new office construction not ready for computer systems.

AQM Hardware Warranty: All hardware provided by AQM will have a 30-day warranty against defects, damage, and/or problems for first 30 days after installation is complete. Manufacturer's warranty will apply 30 days after installation is complete. A 20% restocking fee will apply for all hardware returns for items that have already been ordered or delivered. AQM cannot accept hardware returns 30 days after installation is complete. There is no restock fee for any hardware items that have been cancelled so long as the item has not been ordered and/or delivered. AQM will not be responsible for any non-AQM supplied hardware nor can we warranty any problems with non-AQM supplied hardware, therefore, additional labor fees may apply for non-AQM supplied hardware items. It is not encouraged for customer to provide hardware. All service calls shall be to provide service for existing computer hardware systems, i.e. computers, printers, scanners, etc... Any new hardware item, i.e. additional computers, printers, scanners, etc... introduced to customer computer network will require an estimate and authorization from customer prior to installation thereof. Warranty does not include any hardware that is not provided by AQM.

AQM Service Call & Maintenance Policy: All service calls shall be to provide service and maintenance for any existing computer hardware systems, i.e. computers, printers, scanners, network equipment, etc... Service call rates will not apply for any new hardware installations. For new hardware installations, such as new computer, printer, scanner, network equipment, etc... the customer shall be provided an estimate prior to actual installation date that entails the scope of work to be performed. Customer authorization and payment for hardware, if applicable, must be received prior to scheduling an installation date. If computers or other hardware have been added to a customer's network, then a new maintenance plan may be required to maintain the added hardware. Unless a thirty (30) day written request to cancel the maintenance plan is provided, AQM will assume that the customer will continue with the AQM maintenance agreement and will be invoiced accordingly. AQM customer service plan may be terminated by customer with a written thirty (30) day notice at any time without any penalties.

AQM Defined Emergencies: AQM deems emergencies as the following: Main Server inoperable and/or all workstations unable to connect to the Server. All computers unable to print (does not apply when most computers are able to print). Workstations unable to access server (does not apply when majority of computers are operational). Outside of AQM defined emergencies, expedite fee of \$160 may apply if customer still requests same day service for non-emergency related service calls.

Other Support Plans: AQM on occasion will require assistance from the customer's software for support. AQM support plan does not in any way "REPLACE" other software support plans. Instead, we work in "CONJUNCTION" with the other software support plans. AQM will not be responsible for any additional charges, from software vendors, billed to customer for support calls made by a AQM technician relating to the service call or hardware/software installation.

24-Hour Emergency Service: After-hours on-site service is from 5:30 pm to 8:30 am, Monday through Friday, and is delivered within a one-to three-hour time frame. Additional fees may be billed for 24 Hour Emergency Services. Customer initials: _____

AQM Remote Service Policy: An AQM technician will be connecting to your PC. In order to employ this connection, a small applet must be downloaded. After the session has been terminated you have the option to delete the AQM remote support applet or store it on your desktop for future support sessions. AQM Remote Application includes full encryption, based on RSA private-/public key exchange and AES (256 Bit) session encoding. This technology is based on the same standards as https/SSL and is considered completely safe by today's standards. The key exchange also guarantees a full client-to-client data protection. This means that even our routing servers will not be able to read the data stream. You will retain control for the duration of this session and can terminate the session at any time. Please close any personal or confidential information on your screen, as the technician will be viewing your desktop. The client understands that some problems may not be able to be rectified via a remote link. It is the client's responsibility to backup all applications and data prior to the session. In addition to the Partner ID, AQM attended remote session generates a password that changes with every software start to provide additional security against unauthorized access to a remote system. Security relevant functions like file transfer require additional, manual confirmation of the remote partner. Also, it is not possible to invisibly control a computer. For data protection reasons the person sitting on the remote computer has to be able to detect when someone is accessing the machine. AQM remote sessions are completely private and secure. For our support customers, AQM recommends unattended remote support where AQM can remotely access customer's computer systems after hours without the customer's intervention, thereby relieving the customer of having to be in attendance of the computer so that AQM can perform maintenance and diagnostics when the customer's office is closed. For customers not on a AQM Maintenance Plan, AQM unattended remote support may still be requested for the convenience for their computer systems support.

I would like to request "unattended" AQM remote service Customer initials: _____

Warranty and Disclaimer: Client acknowledges that no computer system or software can be made completely stable or secure, and that AQM cannot guarantee the stability, safety or security of client's network or data. AQM warrants that the Network Services will be provided in a workmanlike manner, and in conformity with generally prevailing industry standards and the time frame, if any, set forth in the description of Network Services herein. Client is solely responsible for implementing and monitoring appropriate operational and security procedures, and for making appropriate backup copies of all data. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

Limitation of Liability: In no event will AQM be liable for any loss of profit or revenue by Customer, or for any other consequential, incidental, indirect or economic damages incurred or suffered by Customer arising as a result of or related to the Network Services, whether in contract, tort, or otherwise, even if Customer has advised of the possibility of such loss or damages. In no event will AQM be liable for any loss of data that may occur, regardless of the cause of such loss of data. The total liability of AQM for all claims of any kind arising as a result of or related to this Agreement, or to any act or omission of AQM, whether in contract, tort, or otherwise, will not exceed an amount equal to the amount actually paid by Customer to AQM for the Network Services during the twelve (12) month period preceding the date the claim arises.

Indemnification: Customer will indemnify and hold AQM harmless against any claims by third parties, including all costs, expenses and attorney's fees incurred by AQM therein, arising out of or in conjunction with Client's performance under or breach of this Agreement.

Relation of Parties: The performance by AQM of its duties and obligations under this Agreement be that of an independent contractor, and nothing herein will create or imply an agency relationship between AQM and Customer, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

Employee Solicitation/Hiring: During the period of this agreement and for twelve (12) months thereafter, neither party will directly or indirectly solicit or offer employment to or hire any employee, former employee, subcontractor, or former subcontractor of the other. The terms "former employee" and "former subcontractor" will include only those employee or subcontractors of either party who were employed or utilized by that party on the Effective Date of this Agreement.

Payment Options:

As a convenience, you can save time and money through our automated payment options. Your monthly or annual service plan fee can be automatically deducted from your checking account or preferred credit card. Participating offices will have their credit card automatically charged on the first of the month to provide AQM service for that month. For automatic payment, you must choose one of the following options, otherwise we will be pleased to provide a statement. AQM is a "Green Company" and prefers to send electronic invoices and statement. Please let us know if you prefer paper method.

I would like to request electronic invoices and statements from AQM. Customer initials: _____

Email Address: _____

I would like to request paper invoices and statements from AQM. Customer initials: _____

Credit Card Payment:

Undersigned hereby agrees and authorizes AQM Computer Help to keep my signature on file and to charge the bankcard account identified below for all amounts due to AQM Computer Help for services rendered as part of the customer service plan indicated above to which I am subscribed. Please Check One: VISA MASTERCARD AMERICAN EXPRESS

ACCOUNT NUMBER EXP DATE CVC BILLING ADDRESS

CARD HOLDER NAME BILLING CITY/STATE/ZIP

Automated Payment Acceptance:

I hereby select the option as indicated above and accept all conditions attached thereto in accordance with normal policy. I understand that funds from my account, as identified above, will be withdrawn for payment of a AQM customer service plan, that the amount of withdrawl and the timing of the withdrawl from this account will be in accordance to my Customer Service Plan Agreement, which is on file.

Total amount to be debited monthly on autopay: \$ _____ Customer initials: _____



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UNION MISSOURI 63084
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Fax (636) 583.3017
www.aqmcomputerhelp.com

Acceptance

I have read this Agreement in its entirety and I understand and accept all of the provisions stated herein.

OWNER/ORGANIZATION NAME *(Please Print Carefully)*

CUSTOMER SIGNATURE AND DATE