



Res. 24-54

MCS Office Technologies
104 N. Jordan Drive
Gibson City, IL 60936
(217) 784-1083

Managed Information Technology Services Agreement

Between

**McNutt Consulting Services, Inc. (D/B/A MCS Office Technologies)
Hereinafter referred to as "MCS"**

And

**Ford County
Hereinafter referred to as "Ford County"**

For

Information Technology Technical Support Services

Submitted to: Ford County

Submitted by: Todd McNutt, President / MCS

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MANAGED INFORMATION TECHNOLOGY SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on March 5, 2024, between McNutt Consulting Services, Inc. (D/B/A MCS Office Technologies) hereinafter referred to as "MCS"), with its principal place of business located at 104 N. Jordan Drive, Gibson City, Illinois, 60936 and Ford County hereinafter referred to as "FORD COUNTY", with its principal place of business located at 200 W State Street, Paxton, IL 60957 and shall be effective as of March 5, 2024 (the "Effective Date").

RECITALS

WHEREAS, MCS is engaged in the business of providing services involving the managed services, design, installation and maintenance of the FORD COUNTY computer network and software system;

WHEREAS, FORD COUNTY desires to retain MCS to perform the services set forth in this agreement.

NOW, THEREFORE, MCS and FORD COUNTY agree as follows:

1. Scope of Work

MCS will perform such infrastructure development, network maintenance and support services as set forth in Exhibit A (Scope of Work).

2. Price and Payment

FORD COUNTY will pay MCS for the Managed Services at the price and on the terms set forth in Exhibit A. The price set forth in this Agreement does not include any sales, use, service, or similar taxes that may be payable by reason of the provision of the Managed Services, and FORD COUNTY will pay all such taxes which may become due in connection with the Services.

3. Term and Termination

Unless terminated as provided herein, this Agreement will extend for a period of one (1) year and will automatically renew annually. FORD COUNTY or MCS may terminate this Agreement without cause upon at least thirty (30) days written notice prior to the one (1) year anniversary of the effective date of this agreement. In the event that FORD COUNTY experiences a catastrophic funding loss they may terminate this contract with a minimum thirty (30) day written notice. In the event of termination by either party, within the first year, and without cause, FORD COUNTY will pay MCS for all of the Services performed up to the date of termination. Either party may terminate this agreement upon written notice for material breach, provided, however, that the terminating party has given the other party at least thirty (30) days written notice of and the opportunity to cure the breach. Termination for breach will not alter or affect the terminating party's right to exercise any other remedies for breach.

4. Obligations of FORD COUNTY

- A. FORD COUNTY will immediately notify MCS upon learning of any significant problem with the performance of any software and systems.
- B. FORD COUNTY will cooperate with MCS in connection with its performance of the Services by providing access to FORD COUNTY's physical premises as reasonably necessary from time to time.
- C. FORD COUNTY will, from time to time, purchase such software and hardware as may be reasonably necessary for the effective operation of its network.
- D. FORD COUNTY will notify MCS within a commercially reasonable time regarding any change in the identity of FORD COUNTY's management to the extent that such change would have a reasonable impact on MCS or its ability to provide the services described herein.

5. Confidential Information

- A. All information relating to FORD COUNTY that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by MCS and will not be disclosed or used by MCS except to the extent that such disclosure or use is reasonably necessary to the performance of MCS's Work. MCS will use commercially reasonable efforts to notify FORD COUNTY in the event that MCS has determined such disclosure is necessary.
- B. All information relating to MCS that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by FORD COUNTY and will not be disclosed or used by FORD COUNTY except to the extent that such disclosure or use is reasonably necessary to the performance of FORD COUNTY's duties and obligations under this Agreement. FORD COUNTY will use commercially reasonable efforts to notify MCS in the event that FORD COUNTY has determined such disclosure is necessary.
- C. These obligations of confidentiality shall be continuing until the Confidential Information disclosed to either party is no longer confidential but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

6. Warranty and Disclaimer

FORD COUNTY acknowledges that no computer system or software can be made completely stable or secure, and that MCS cannot guarantee the stability, safety, or security of FORD COUNTY's network or data. MCS warrants that the Managed 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 Managed Services herein. FORD COUNTY 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.

7. Limitation of Liability

In no event will MCS be liable for any loss of profit or revenue by FORD COUNTY, or for any other consequential, incidental, indirect, or economic damages incurred or suffered by FORD COUNTY arising as a result of or related to the Managed Services, whether in contract, tort, or otherwise, even if FORD COUNTY has advised of the possibility of such loss or damages. In no event will MCS be liable for any loss of data that may occur, regardless of the cause of such loss of data. The total liability of MCS for all claims of any kind arising as a result of or related to this Agreement, or to any act or omission of MCS, whether in contract, tort or otherwise, will not exceed an amount equal to the amount actually paid by FORD COUNTY to MCS for the Managed Services during one (1) month period preceding the date the claim arises.

8. Indemnification

FORD COUNTY will indemnify and hold MCS harmless against any claims by third parties, including all costs, expenses and attorneys' fees incurred by MCS therein, arising out of or in conjunction with FORD COUNTY's performance under or breach of this Agreement.

9. Relation of Parties

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

10. Employee Solicitation/Hiring

During the period of this agreement and for twenty-four (24) 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 employees or subcontractors of either party who were employed or utilized by that party on the Effective Date of this Agreement.

11. Non-assignment

Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

12. Arbitration

Any dispute arising under this Agreement will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Illinois. The arbitration will be held in Illinois. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.

13. Attorneys' Fees

If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs from the other party.

14. Severability

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

15. Force Majeure

Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

16. No Waiver

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

17. Entire Agreement

This Agreement together with any attachments referred to herein constitute the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations, or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.


MCS: McNutt Consulting Services, Inc.
(D/B/A MCS Office Technologies)

By: _____

Name: Todd McNutt

Title: President

Ford County: Ford County

By: 

Name: Authorized Board Member

Title: Ford County Board Member