

**30 DAY EXTENSION - IT COMPUTER CONSULTANT SERVICES AGREEMENT**

The "Agreement for IT Computer Consultant Services" dated April 16, 2018, by and between the Village of Olympia Fields and Spectrum Computer Services is hereby amended by extending the term for 30 days, November 1, 2021 through November 30, 2021.

All other terms and conditions of the Agreement shall remain in full force and effect.

DATED: October 20, 2021

VILLAGE OF OLYMPIA FIELDS

\_\_\_\_\_  
Stanley Latting, Spectrum Computer Services

By: \_\_\_\_\_  
Village President

**90 DAY EXTENSION - IT COMPUTER CONSULTANT SERVICES AGREEMENT**

The "Agreement for IT Computer Consultant Services" dated April 16, 2018, by and between the Village of Olympia Fields and Spectrum Computer Services is hereby amended by extending the term for 90 days to and including July 31, 2021.

All other terms and conditions of the Agreement shall remain in full force and effect.

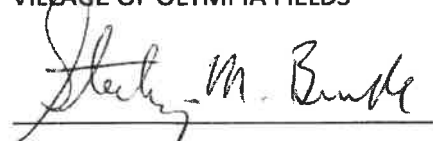
DATED: May 19, 2021



Stanley Latting, Spectrum Computer Services

VILLAGE OF OLYMPIA FIELDS

By:



Village President

**VILLAGE OF OLYMPIA FIELDS**  
**IT COMPUTER CONSULTANT AGREEMENT**



**Making All The Pieces Fit**

**On-Site Service Agreement:**

March 17, 2018

Sterling M. Burke, Village President  
Village of Olympia Fields  
20040 Governors Highway  
Olympia Fields, IL 60461-1094

Dear Mr. Burke:

The On-Site Service Agreement provides for on-site maintenance, help desk support, hardware repair, installation or upgrading of computer hardware and software. This agreement also provides for supportive analysis and design relative to all systems integration projects, assistance with the purchases of hardware. This Agreement is based on the following Service-Oriented Goals.

- *Provide a Productive and Cost Effective Service Program*
- *Provide Prompt and Professional Services*
- *Provide a Flexible Service Plan to Fit Your Changing Needs*
- *Decrease or Eliminate Customer Down Time*

Terms for the "On-Site Service Agreement" are as follows:

This Agreement is a fee for service contract. Spectrum Computer Services will perform services as provided for under this agreement, prepare a detail statement of work including: the date work was performed, start and ending times of the assignment, total hours worked and results achieved. Spectrum Computer Services will provide The Village of Olympia Fields the option of monthly billing or an initial full payment.

**Partner or Principle**

The standard billable hours under this agreement is 364 at \$135.00 hourly (52 weeks/7 hours per week).

**FY 2019 : 364 Service Hours Total fee: \$ 49,140.00**

**FY 2020 : 364 Service Hours Total fee: \$ 49,140.00**

**FY 2021 : 364 Service Hours Total fee: \$ 49,140.00**

*\$4,095 mo.*



AGREEMENT Between SPECTRUM COMPUTER SERVICES (SCS), having its principal place of business at SCS Robbins, IL and Village Of Olympia Fields the (client).

The Systems Service Maintenance Agreement is available for various SCS service tasks. The following parameters are defined during ordering of the agreement:

- The customer
- Services for which the agreement is valid - 05/01/18 - 04/30/19  
05/01/19 - 04/30/20  
05/01/20 - 04/30/21

**Maintenance Agreement, Terms and Conditions.**

Please read these terms and conditions carefully as they constitute the terms of customer's agreement relating to the SCS extended maintenance program. All Systems Service Maintenance Agreements are for a minimum term of one year and are non-refundable. The term of this agreement will commence on the date of purchase and shall continue for a period of one year. The maintenance agreement entitles the holder to the following benefits for the period of the agreement:

- Maintain plan services (To be selected by Customer)

"SCS" will undertake commercially reasonable efforts to provide technical assistance under this agreement, but cannot guarantee that any or all of the "client's" inquiries will be solved, that any response will be error free, or that all response time goals will be met. If "SCS" terminates the "client's" support services upon thirty (30) days written notification, "SCS" will refund a prorated portion of the client's annual fee. "SCS" expressly reserves the right to terminate support to any client who abuses the support services program including, for example; the client modifies software configuration without notifying SCS's technical staff..

The services provided are "as is without warranty of any kind. SCS does not warrant that the services provided would meet customer's preferred requirements, that the services will result in error-free solutions, or that defects in any proprietary licensed software can be corrected. Furthermore, SCS does not warrant or make any representations regarding the use or the results of the services in terms of correctness, accuracy, reliability, or otherwise. No oral or written information or advice given by SCS or its authorized representatives shall create a warranty or in any way increase the scope of this warranty. To the maximum extent permitted by applicable law, SCS further disclaims all warranties; including without limitation any implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. The entire risk arising out of the use or performance of the services remains with customer. To the maximum extent permitted by applicable law, in no event shall SCS or its suppliers be liable for any consequential, incidental, direct, indirect, special, punitive, or other damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising as a result of providing services or the use of or inability to use the services, even if SCS has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to customer. Notwithstanding anything contained herein, in no event shall SCS be liable to customer for any claim in tort, contract, equity or otherwise arising in connection with this agreement exceeding in the aggregate the amount paid for services.



### Systems Service Maintenance Agreements (Continued)

“SCS” grants the “client” a non-exclusive license to use the support given hereunder (and any information and other proprietary material included therein) to the extent such use would be permitted in the “SCS” end user license maintenance agreement that applies to the “SCS” product(s) to which extended maintenance pertains.

This Agreement begins on the date the Support Plan is accepted. Agreement may be cancelled within thirty (30) days of your acceptance of Agreement by sending written notice to:

Spectrum Computer Services  
607 North Raynor Ave  
Joliet, IL 60435

If this Agreement is cancelled within thirty (30) days of your acceptance of said Agreement, a refund will be issued (less the cost of services rendered, if any, made under this Agreement.) The refunded amount will be based on our normal Technical Support rates, including travel and onsite charges, and not the discounted Support Plan Rates. This Agreement cannot be cancelled and is non-refundable after thirty (30) days of your acceptance of the Agreement.

This is the full and final agreement between the “client” and “SCS” relating to maintenance and supersedes any promises, representations or agreements relating to the subject of this agreement, including without limitations, any agreements offered by any other persons. These terms and conditions may only be changed if the “client” and “SCS”, through an authorized representative, do so in a signed writing.

This agreement will be construed under the laws of United States of America. Any conflict arising out of this agreement shall find it proper forum in the civil court of Illinois. If any provision of this agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent possible, and the remaining provisions of this license will remain in full force and effect.

SCS grants customer a non-exclusive license to use the support given hereunder (and any information and other proprietary material included therein) to the extent such use would be permitted in the SCS end user license maintenance agreement that applies to the SCS product(s) to which extended maintenance pertains.

**Exclusions:** The On-Site Service Agreement would exclude the follow products and services:

- Server Installation or any project-related, multiple systems install.
- Site topology drawings or related documentation.
- Responsibility for systems/network backup, Virus eradication due to lack of software protection.
- “Coordinated training” (classes) on software or hardware usage.
- Liability for any illegal, copyrighted software or license violations.



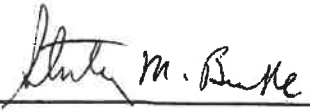
This "On-Site Service Agreement" is an excellent opportunity to accommodate your existing and futuristic technical needs and is below the service industry rate for comparable services.

**AGREED**

**SPECTRUM COMPUTER SERVICES**

**VILLAGE OF OLYMPIA FIELDS**

By:   
Name: Stanley J. Latting

By:   
Name: Sterling M. Burke

Title: President

Title: Village President

Date: 3/17/2018

Date: 4/18/18