

## General Support Agreement

1025-002

*for*

**Gila County**

*Developed by*

**HYE TECH NETWORK & SECURITY SOLUTIONS, LLC**

**EPS060043-16-A1**



November 16, 2010

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## **Objectives**

**Hye Tech will meet the following Service objectives:**

- ◆ Provide network and security troubleshooting and support.
- ◆ Provide network and security architecture enhancements.

## **Scope of Work**

**Provide troubleshooting and support**

- ◆ Support includes:
  - Data network and security operations related troubleshooting
  - Wireless network operations related troubleshooting
  - Voice network operations related troubleshooting
  - General network troubleshooting
- ◆ Support does NOT include
  - Purchase of equipment of any nature
  - Workstation, Server, Printer or Applications Support

**Provide network and security architecture enhancements.**

- ◆ Including:
  - Network or security architecture design consultation
  - Voice network architecture design consultation
  - Configuration of new technologies as needed
  - General architecture decision consultation, including hardware, software, etc.

## **Rates**

- ◆ See Appendix A



## **Requirements/Terms**

**The following assumptions and requirements apply for this Services engagement.**

- ◆ Gila County will provide Hye Tech an overview of relevant policies associated with the project.
- ◆ Gila County will provide access to all information, documentation and technology necessary for consultant to perform the Services.
- ◆ Gila County staff will work with Hye Tech to make the necessary network changes.
- ◆ Special projects, except those that are mutually agreed upon, will not be accomplished within the Scope of this Agreement.
- ◆ All software maintenance shall be provided by Gila County.
- ◆ All required hardware, software and licenses shall be provided by Gila County
- ◆ **Agreement Term:** November 16, 2010 through June 30, 2011, not to exceed 80 billable hours
- ◆ **Relationship to Parties:** Provider is an independent contractor of the County. Provider represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. It is further agreed by provider that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither provider nor any employee of the provider shall be deemed an officer, employee, or agent of the County.
- ◆ **\*Non-Appropriations Clause:** Provider acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to provider of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure.
- ◆ **Hold Harmless/Indemnification Clause:** Provider shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Provider to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Provider from and against any and all



claims. It is agreed that the Provider will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Provider agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Provider for the County.

- ◆ **Entire Contract Clause:** The provider and the County have read this contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties.
- ◆ **Non-Waiver of Enforceability:** Failure of the County to enforce, at any time, any of the provisions of this contract, or to request at any time performance by provider of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision.
- ◆ **Governing Law:** Both parties agree that this contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this contract shall be the Superior Court of the State of Arizona. The parties agree that even if this contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this contract by this reference as though they were specifically listed herein.

**\*Cancellation:** Cancellation pursuant to A.R.S. §38-511. This contract is subject to the cancellation provisions of A.R.S. §38-511.

**\*Legal Arizona Workers Act Compliance:** Provider hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each subcontractor who performs any work for Provider under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Provider and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Provider's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Provider to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Provider shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Provider shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially



in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Provider.



**Appendix A**

**Support Service Rates:**

<u>Description</u>	<u>Rate</u>
Hourly rate for services	\$175.00

NOTE: NOT TO EXCEED 80 HOURS FOR PERIOD OF NOVEMBER 16, 2010 THROUGH JUNE 30, 2011

**Hye Tech Network &  
Security Solutions, LLC**

Signature: \_\_\_\_\_

Name: SARO HAYAN

Title: CTO / FOUNDER

**Gila County**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

