



**Delaware County Intermediate Unit
Education Service Center
200 Yale Avenue
Morton, PA 19070-1918**

**Phone: 610-938-9000
Fax: 610-938-9887**
Maria Edelberg, Ed.D
Executive Director

**Agreement between
Delaware County Intermediate Unit
and
Penn Delco School District
Computer Repairs
September 11, 2023 – June 30, 2024**

This Computer Repair Project Contract is made this 7th day of September 2023, for the period of September 11, 2023, through and including June 30, 2024, by and between the Delaware County Intermediate Unit (DCIU) and Penn Delco School District (PDSD.)

WITNESSETH

WHEREAS, this contract shall take effect upon approval by the DCIU Board, with a start date of September 11, 2023, and shall continue with the period ending June 30, 2024.

WHEREAS, Penn Delco School District has requested that the Delaware County Intermediate Unit provide Computer Repair services to Penn Delco School District.

WHEREAS, the Delaware County Intermediate Unit desires to provide Computer Repair services to the Penn Delco School District.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Term

This contract shall commence September 11, 2023, for a term concluding on June 30, 2024.

2. Provision of Services

The type of work that will be provided by DCIU for each computer is included in the Appendix A of this contract.

3. The Services described in Paragraph 2 above shall be communicated to and coordinated by the Director of Information Technology of the Penn Delco School District. PDSD agrees to use

DCIU as a computer repair vendor on a non-exclusive basis for the term and scope of this agreement.

4. Fees

The fee for each computer repair service is included in the Appendix A of this agreement.

Delaware County Intermediate Unit shall issue invoices for services to Penn Delco School District at the end of each quarter. Penn Delco School District agrees to provide payment to Delaware County Intermediate Unit for said services within sixty days of the invoice date. If Penn Delco School District fails to make the payments when due, Delaware County Intermediate Unit shall take all legal steps available to it for the collection of the fees. If Delaware County Intermediate Unit is required to proceed to the collection, Penn Delco School District will pay all costs of collection, including attorneys' fees and costs.

5. Exclusions

In the event Penn Delco School District requests a service beyond the scope of services provided herein, the Delaware County Intermediate Unit's Executive Director will so advise the District prior to the provision by the Delaware County Intermediate Unit of any excluded service. The decision whether the services requested are beyond the scope of this agreement rests with the Delaware County Intermediate Unit.

6. Termination

Either Party may terminate this Agreement by providing ninety (90) days' notice. Upon termination by either Party, Delaware County Intermediate Unit will be owed a pro rata portion of the annual fee for services provided under this Agreement up to and including the date the agreement terminates following the notice period; this amount will be immediately due and payable.

7. Agreement changes

This Agreement may not be modified, amended, altered, or rescinded orally. Any changes must be made in writing and signed by the parties.

8. Relationship Between the Parties/PDSD Responsibilities

The parties hereto shall, at all times, be separate and independent entities and not partners or joint ventures. Penn Delco School District shall provide DCIU Network Engineers and/or Administrators with access to Penn Delco School District's equipment, servers, buildings, network(s), passwords if needed, and any other access required to perform the services contemplated by this Agreement.

Penn Delco School District shall maintain General Liability, personal injury, and property damage insurance coverage with regard to its property and personnel.

9. No Warranties

Except for any limited express warranties made by third party vendors/manufacturers for the products and/or services in its user agreement(s), DCIU makes no other warranties relating to the

products or services, express, implied or statutory, including without limitation any warranties of non-infringement of third-party rights, fitness for a particular purpose, or merchantability.

PDSB acknowledges, understands and agrees that DCIU does not guarantee of warrant that use of the products or services will find, locate or discover all system threats, vulnerabilities, malware, and malicious software, and will not hold DCIU responsible thereof. PDSB agrees that it will not represent to any third party that DCIU has provided such guarantee or warranty.

No individual is authorized by DCIU to make any warranty or representation concerning the performance of the services. PDSB shall make no warranty, express or implied, on behalf of DCIU.

10. Indemnification

Each Party hereto agrees to indemnify and hold harmless the other Party from and against any all claims, actions, causes action, and that like, which might arise due to the Party's negligence or intentional misconduct in performing its duties under this Agreement. Nothing contained herein is, nor shall it be interpreted as, a waiver of the parties immunities and defenses under the Political Subdivision Tort Claims Act, 42 Pa.C.S. §§ 8541, et seq.

11. Notice

Any notice required under this Agreement shall be sent to the respective persons, below:

TO: Delaware County Intermediate Unit

TO: Penn Delco School District

Dr. Maria Edelberg
Executive Director
Delaware County Intermediate Unit
200 Yale Avenue
Morton, PA 19070

Dr. George Steinhoff
Superintendent
Penn Delco School District
2821 Concord road
Aston, PA 19014

Delaware County Intermediate Unit

Penn Delco School District

Date

Date

Type of repair	Total cost
Diagnostic Fee	\$25.00
LCD Replacement	\$84.99
Keyboard replacement Dell 3100	61.99
Keyboard w/ palm rest Dell 3100	79.99
TouchPad Dell 3100	\$59.99
Keyboard with Palmrest HP	\$94.95
Keyboard w/ Palmrest and touch pad HP	\$104.95
Keyboard w/ Palmrest and touchpad Samsung	\$119.95

Diagnostic Fee (any model) \$25.00 (this fee will be waived if repair is performed)

All serviced Chromebooks are sanitized at no extra cost.

Any Chromebook that cannot be repaired for less or equal to \$120 will be returned to PDSD.