

6/1/18

AGREEMENT FOR INFORMATION TECHNOLOGY CONSULTING SERVICES

THIS AGREEMENT is entered into on this 1st day of June, 2018, by and between Aldrich Network Consulting (ANC), hereafter "Consultant" or "ANC" and the Marin/Sonoma Mosquito & Vector Control District, hereafter "District".

FOR valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agree as follows:

1. **Scope of Services:** Consultant agrees to perform those services described in Exhibit A, "Scope of Services," regarding computer and network related equipment support for the District
2. **Equipment Purchase Costs:**
 - a. For any equipment purchased through ANC, District agrees to pay in full within 30 days of receipt of an invoice from ANC.
 - b. **Consulting Fee:** District agrees to pay Consultant for services rendered under this Agreement an amount not to exceed \$60,000.00 dollars per year to cover all work to be performed by ANC Network Consulting and its employees. For the services performed pursuant to this Agreement, the District shall pay ANC 12 monthly payments of \$5,000.00 each, within thirty (30) days of receipt of individual invoices from ANC.
3. **Limited Services:** Consultant shall provide to District the services listed on the Scope of Services, Exhibit A to this Agreement. Services not included in the Scope of Services may be performed by Consultant at the District's request, at the rate of \$150.00 (one hundred fifty dollars) per hour. The District must issue written authorization for such services, except in the case of an emergency, when verbal authorization may be issued.

Confidential Information: Consultant expressly agrees not to divulge, publish or communicate any information regarding the District or its financial or other conditions to any person without the express written consent of the District. All information obtained by Consultant during this engagement and all suggestions and recommendations received by District shall remain the property of District, and Consultant agrees to keep all such matters confidential.
4. **Term:** The term of this engagement shall begin on the 1st day of July, 2018 and shall terminate of the 30th day of June, 2019 unless sooner terminated by District. In the event of an early termination no refund of the fees paid to date will be due unless termination is for failure of Consultant to perform the services provided in Exhibit A. If District terminates this Agreement prior to its normal expiration date, the current monthly payment shall be refunded to District, less payment to Consultant for the number of hours worked in that month, at the rate of \$150 (one hundred fifty dollars) per hour.

9. Consultant shall maintain desktop standardization as a way to reduce costs to the District. To that end, as new systems are put into place, a system of imaging and restore points will be adopted to make distribution of the new systems easy to manage.
10. Consultant may purchase equipment upon authorization by the District. District shall reimburse Consultant as provided in the Agreement.
11. At the District's request, ANC will purchase the equipment directly and deliver it to the District. The cost to the District use ANC for purchases on its credit shall be: the cost of the equipment, delivery, taxes, plus a surcharge of 10% of the total cost.
12. Consultant shall address replacement of workstation during a weekly site visit. Replacement of servers shall be scheduled when it is convenient for the District.
13. Consultant may provide equipment or parts to District on a temporary basis at no additional charge until replacement equipment or parts arrive.
14. Consultant shall hold, at the District's request, Quarterly IT review meetings with senior District staff. Such meetings will occur, preferably, on the day of the weekly site visit and generally will not last more than 1 hour unless large projects need to be discussed and planned. This meeting can also be held during any planned District meetings that might benefit from the presence of the Consultant.
15. All network design, upgrade or improvement work by Consultant is included at no additional cost unless such work falls outside the main Scope of Services listed on this Exhibit A.
16. Consultant shall label all network equipment with asset information, IP addressing, and computer names as needed.
17. Consultant shall arrange for an offsite solution for backup media in a protected fire safe or remote backup service. The District shall pay for the direct cost of this service to the provider.
18. Consultant shall provide security inspections and upgrades to the overall network as approved by District management.
19. Remote monitoring of key system shall be provided as technically feasible. For example, the monitoring system will notify ANC if there is a problem, with the Microsoft servers, making it possible for Consultant to be proactive rather than reactive to issues that might affect the network.
20. The cost of repairs to equipment that require vendor support will be billed to the District. Alternatively, the District may opt for ANC to pay for the service part or support call. In this event, ANC will charge the District for the support costs plus 10% of the total cost. In an emergency, when no timely decision can be made by the District, ANC will err on the side of customer service and purchase the support or part and subsequently bill the District in accordance with this provision.

- Any work that requires more than one person to complete it within a specified short time frame and requiring more person-hours of labor time than one person can provide.

All work considered by ANC to be a Major Project work will be described and agreed upon in writing by ANC and the District prior to ANC beginning work on the Major Project. A schedule of deliverables and milestones will be created with sign off procedures by management to approve the work done. Major Project work authorized by the District shall be performed by ANC at the hour rate of \$150 (one hundred fifty dollars) or as an agreed-upon flat fee for the particular project.

This Agreement may only be modified in writing and contains the entire terms of the agreement between the parties.

Witness the signatures of the parties on this the 1st day of June, 2018

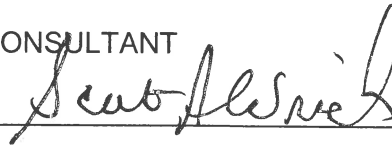
DISTRICT



Title: District Manager

Printed Name: Phillip D. Smith

CONSULTANT



For Aldrich Network Consulting

Printed Name: Scott Aldrich