

AGREEMENT FOR INFORMATION TECHNOLOGY CONSULTING SERVICES

THIS AGREEMENT is entered into on this 15th day of June, 2017, 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, 2017 and shall terminate of the 30th day of June, 2018 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.

5. **Attorney Fees:** In the event that it becomes necessary to enforce any of the terms of this Agreement the defaulting party agrees to pay all reasonable attorneys' fees incurred therein.
6. **Governing Laws:** This Agreement shall be construed and interpreted according to the laws of the State of California.

Exhibit / Schedule A: Scope of Services
Complete Network Department Care Plan:

Consultant agrees to provide the following services:

1. Ongoing network analysis to maintain the network in good order. District management shall be kept apprised of any irregularities or necessary upgrades.
2. ANC shall complete network documentation, which shall be maintained and updated showing the layout of the network topology, vendor support, company contact information and other pertinent network information.
3. A site visit once a week, 50 weeks per year, on a predetermined schedule, for as many hours as it takes to address all network issues that have come up since the last site visit. Consultant shall strive to ensure that all work requested are addressed before leaving the site during the weekly site visit. Consultant shall devote a minimum of 8 hours per week to the District.
4. Quarterly remote maintenance of server and network appliances. This represents approximately 1.5 hours per server and .5 hours per network appliance every quarter.
5. Regular maintenance of District computers. Included in the maintenance are updates or patching of applications and operating systems as well as computer hardware diagnostics and performance tuning. Physical cleaning of dust and dirt from system is also included. Maintenance shall be performed on printers, backup devices and other network devices.
6. Consultant shall maintain a password database with all network related passwords and this database shall be provided to senior management at the District.
7. Consultant shall continue to operate the help desk email system so that system users are allowed to send requests for support directly to ANC via the Districts' normal email system. Consultant shall check emails Monday through Friday excluding holidays. Simple helpdesk requests shall be resolved on the next weekly site visit. Other requests may be addressed remotely or with a telephone call depending on the nature of the item. Emergency site visits may be required and authorized by the District Manager.
8. Consultant shall address remote repairs of systems through Remote Assistance software, making it possible for ANC to see the issue the user is having while he or she is working in real time.

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 systems 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. 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.

21. Assessment of future network needs and budget planning is an included service offered by ANC. ANC will work closely with District management to understand the Districts' goals, and will assist in developing appropriate solutions.
22. With respect to asset tracking and replacement planning, ANC will review the aging of District equipment and recommend prudent time frames for replacing older equipment.

Additional Costs:

All the services offered under the "Complete Network Department Care Plan" described above shall be included in the monthly fee payable to ANC.

If a call is made for after-hours support, an hourly rate of \$250 (two hundred fifty dollars) will be applied, with a minimum charge of 1 hour. If the service requires more than one hour of work, the cost per hour will be billed in quarter-hour increments.

Major Project work not included in the "Complete Network Department Care Plan" costs:

Major Project work is defined to be those projects that require a major change or a substantial shift in technology or software and are outside the main "Complete Network Department Care Plan" listed in the Scope of Services, Exhibit A. Such projects are "Major Project" work and are not a part of the monthly service fee, but may be provided at the rate of \$150.00 (one hundred fifty dollars) per hour. Major Project work shall be billed separately from the normal monthly charges for department maintenance.

A rule of thumb to determine if the job is a Major Project is whether two or more of the following bulleted works for phrases in combination define a job:

- Piloting – If a job requires that a pilot program be performed, then it may constitute a major project. Pilot programs are used to try something for a period of time before implementing the software or hardware in the production environment. Not everything that requires a pilot program is a Major Project, but almost all Major Projects require a pilot program
- Parallel – If a job requires that new technology runs in parallel with an original software or hardware package for a period of time, thus maintaining two separate software versions or software types (two different databases for example), or two separate hardware solutions but run at the same time.
- Design and planning – If a job requires a completely new network design for its implementation then it may be considered a Major Project. Most design work is already included in the "Complete Network Department Care Plan" in the Scope of Service Exhibit A, but in combination with any other project definition listed here it may constitute a Major Project.
- Full-scale replacement of multiple systems within a limited time period. For example, replacing all the servers with new systems of a different type within one month. Or changing the operating systems on all servers to be able to run them as virtual servers. Another example could be replacing 25 workstations at the same time. Replacing the same number of workstations slowly of a few months would not be a Major Project.

- 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 15th day of June, 2017

DISTRICT

CONSULTANT

Title: District Manager

For Aldrich Network Consulting

Printed Name: Phillip D. Smith

Printed Name: Scott Aldrich