



Agenda

Item

# 7



### Addendum to Service Contract

**Property:** 30 Mansfield Rd. Hollister, CA 95023, (hereinafter "Property")

**Owner:** San Benito County Water District, (hereinafter "Owner")

**Contractor:** ELC Consulting, Inc., (hereinafter "Contractor")  
**Address:** 5149 Lone Tree Way, Antioch CA 94531  
**Attention:** Edgardo Co  
**Cell/Mobile #:** 925-360-4124

**Contract Number:** Service Contract dated March 1, 2016, by and between ELC Consulting, Inc., and San Benito County Water District

This Addendum to Service Contract ("Addendum") is between the undersigned parties. This Addendum sets forth the entire agreement between the parties with respect to the matters set forth herein. Except as herein modified or amended, the provisions, conditions and terms of the Agreement shall remain unchanged and in full force and effect.

Article 5 of the Agreement is hereby deleted in its entirety and is replaced by the following:

#### **Article 5. RENEWAL**

Unless ELC is notified in writing at least sixty (60) days prior to the end of this agreement (or any subsequent renewal term) by THE PARTY RECEIVING THE SERVICES of intent to cancel the agreement, this agreement will automatically be renewed as an annual term beginning March 1, 2022 and renewing on every March 1 thereafter. ELC reserves the right to withhold service if payment is not received by the invoice payment due date.



ELC|CONSULTING

IN WITNESS WHEREOF, Owner and Contractor have entered into and executed this Addendum as of the date first written above.

**CONTRACTOR:**

**ELC Consulting, Inc.,**  
a California corporation

**OWNER:**

**San Benito County Water District**

By: \_\_\_\_\_ By: \_\_\_\_\_

Print Name: \_\_\_\_\_ Edgardo Co \_\_\_\_\_

By: \_\_\_\_\_ Jeff Cattaneo \_\_\_\_\_

Its: \_\_\_\_\_ President \_\_\_\_\_

Its: \_\_\_\_\_ District Manager \_\_\_\_\_

Date: \_\_\_\_\_ 01/11/2022 \_\_\_\_\_

Date: \_\_\_\_\_



**ADVANCED SERVICE AGREEMENT  
FOR SERVICE OF DATA NETWORK  
FOR:**

**San Benito County Water District  
30 Mansfield Rd  
Hollister, CA 95023  
Phone: (831)-637-8218  
Fax: (831)-637-7267**

**PROVIDED BY**  
ELC CONSULTING, LLC.  
1355 WILLOW WAY SUITE 138  
CONCORD, CA 94520  
PH: 925-240-4012  
FAX: 925-884-8688

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## **Article 1. PARTIES**

### **Section 1.01 Parties to the Agreement:**

AGREEMENT between ELC CONSULTING, LLC., (ELC), 1355 Willow Way Suite 138 Concord, CA 94520 and San Benito County Water District, 30 Mansfield Rd, , Hollister, CA 95023 is herein after to be known as the "THE PARTY RECEIVING SERVICES". ELC and THE PARTY RECEIVING SERVICES are hereinafter jointly referred to as the "Parties" and singularly as "Party".

### **Section 1.02 Background**

THE PARTY RECEIVING SERVICES desires to purchase professional consulting, engineering, installation and/or maintenance services from ELC. This Agreement shall constitute an agreement containing the terms and conditions for **Advanced Managed Services**

## **Article 2. SERVICE AGREEMENT CRITERIA: ADVANCED LEVEL**

### **Section 2.01 General Scope of Services**

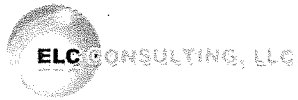
ELC agrees to provide Advanced Managed Services to THE PARTY RECEIVING SERVICES under the terms and conditions of this Agreement for a total of up to unlimited hours per month including "Help Desk" and "Off-Site Monitoring & Remote Hours". Support will be provided during the hours of 8:00AM-5:00PM PST, Monday-Friday, excluding ELC holidays. Accounting will be per Section 2.02. The following table summarizes the hours associated with this agreement.

Type of Service	Hours Per Month
<b>Remote Maintenance</b>	Unlimited
<b>On Site</b>	Billed T&M (Time & Material)
Help Desk	Unlimited
Off Site Monitoring	Unlimited
<b>Total</b>	

ELC agrees to provide to THE PARTY RECEIVING SERVICES under the terms and conditions of this Agreement, professional consulting, engineering, support, installation, and/or maintenance services for the equipment described in Appendix A. THE PARTY RECEIVING SERVICES shall request such services, to be agreed to, and by both parties prior to commencement of ELC's services.

ELC agrees to provide remote assistance to THE PARTY RECEIVING SERVICES on an as needed and scheduled basis. Additional services provided will include Windows Servers Updates & Security patches (as needed), ISP Management (as needed), 24/7 Network Monitoring.

Service Level Agreement	Advanced Level
♦ Type of Service	Proactive
♦ Ownership of IT process	Shared
♦ Help Desk Maximum Response Time	2 Business Hours
♦ Onsite Maximum Service Response Time for Critical System Issues	4 Business Hours
♦ Business Hours Support (8-5: M-F PST excluding ELC.)	✓
♦ Scheduled On-Site support	✓
<b>Network Management</b>	
♦ Remote Assistance	✓
♦ Windows Servers-Updates & Security patches	✓
♦ 24/7 Network Monitoring & Alerts	✓
♦ Backup Status monitoring & system maintenance	✓
<b>Services</b>	
♦ Helpdesk Support	✓
<b>Contract Terms</b>	
♦ Minimum period	36 Months



## **Section 2.02      Accounting of Hours & Utilization**

### **(a)      Onsite Hours**

These hours are intended to be proactively utilized during scheduled weekly onsite visits. However, site visits may be rescheduled with a formal request from the customer sent via email to the help desk (support@elcconsulting.com) and approved by the ELC for subsequent rescheduling per the guidelines below: **(if applicable)**

1. A customer may only reschedule a maximum of 15 hours for any given month, to be utilized within 90 days.
2. Customer may have no more than 30 on-site hours available in any given month.
3. All hours must be utilized by the end of each annual term.

Hours that are not used within the above guidelines will be forfeited. If there are any changes to the regularly scheduled site visits, these changes need to be scheduled at least a week in advance and will be at least 2 hours in duration. After hours support is excluded and covered as separate service rate schedule.

### **(b)      Help Desk**

Hours will be accounted for on a monthly basis. Unused hours are available for roll over on a monthly basis using a First-In-First-Out (FIFO) accounting basis. Unused hours can be carried forward for 90 days, then expire. All hours must be utilized by the end of each annual term. If the amount of hours utilized exceeds the hours provided in Section 2.01, THE PARTY RECEIVING SERVICES will be charged the remote hourly rate per Section 2.08.

### **(c)      Off Site Monitoring & Remote Hours**

Hours are estimates only for proactive and corrective off-site maintenance of covered equipment using maintenance checklists. Actual times spent off-site may vary and are used at the sole discretion of ELC Consulting.

## **Section 2.03      Service Response Time**

### **(a)      Phone & Email to Help-Desk: 2 business hours**

As part of the Advanced Managed Services, ELC will respond to Help Desk emails & phone calls within 2 business hours. A response is defined as acknowledgment of a service request submitted to the ELC Helpdesk by a return phone call from a ELC Helpdesk engineer or a Help Desk Service Ticket creation to begin troubleshooting the service request and resolution. The Help Desk team will initiate troubleshooting, queue for the next scheduled site visit, and/or dispatch for an engineer to work onsite.

### **(b)      Unscheduled Onsite Visit: Next Business Day**

In the event an unscheduled onsite visit is required, this agreement provides a maximum Onsite Service Response Time of, 4 Business Hours, for unscheduled on-site service calls.

## **Section 2.04      Helpdesk Contact Information:**

### **(a)      Phone: 925-240-4012**

#### **(i)      Option 2 (Technical Support)**

An ELC Consulting support engineer will pick up the phone and log your call, and initiate the appropriate response to your issue. If the Help Desk Engineer cannot take your call right then, you will be directed to voicemail and will receive an acknowledgement back from the help desk informing you that a service ticket has been created and begin troubleshooting the matter via phone & email.

Once the call or email has been logged, a Help Desk Engineer will provide service towards troubleshooting the issue. If immediate resolution is not possible, with the customer's input, a decision will be made if it will be queued for the next scheduled site visit or escalated for dispatch for an unscheduled site visit per Section 2.08.



(b) Email: [support@elcconsulting.com](mailto:support@elcconsulting.com)

ELC Help Desk system will generate a Case Number and begin to initiate the Help Desk troubleshooting process. An email confirmation to the sender will be provided.

### **Section 2.05 Fees and Pricing Schedule**

Based on this agreement's overall service offering, the unscheduled onsite service response time level, quantity of workstations, servers, and network devices, the PARTY RECEIVING THE SERVICES agrees to pay a recurring monthly charge for 36 months. The charge will be **\$5,355.00** per month prior to the completion of the "Cloud Migration" project and **\$6,597.00** per month upon completion of the "Cloud Migration" project, with renewal terms as per Article 5.

Additional out of scope services will be invoiced as per Section 2.08

### **Section 2.06 Limitations of Service**

ELC engineers are trained to implement and maintain manufacturer recommended processes and/or industry standard procedures to maintain and upgrade existing systems.

ELC is not responsible for changes made to the configuration of the system by anyone other than ELC engineering staff. Labor required to address problems caused by THE PARTY RECEIVING SERVICES will be billed according to Section 2.08:

This service agreement applies to the existing data network. ELC is not responsible for any hardware or system malfunctions due to incorrect installation or configuration by anyone other than ELC engineers or subcontractors.

This service agreement covers the regular maintenance of workstations, servers, and network devices to include:

- Regular patches/updates to existing software and operating systems produced and recommended by the manufacturer.
- Firmware updates to network infrastructure, server appliances and printing devices as recommended by the hardware manufactures.
- Preventive maintenance procedures on servers and workstations that are recommended by industry best practices or manufacturer guidance. (i.e. defragmenting hard drives, compressing databases, cleaning tape drives, etc.)
- Preventing, monitoring and responding to virus events.
- Hardware replacement as required to keep the system operational.
- Installation of minor software and or hardware to existing systems as requested by the PARTY RECEIVING SERVICES.
- Minor move, changes or additions to the data and voice networks.

### **Section 2.07 Items not covered by the agreement**

The following is a list of some items that are not covered by this agreement and are available for support via separate agreements:

1. Printer Repair & Maintenance

### **Section 2.08 Scheduled Rates for services not covered by this service plan**

A discounted labor rate structure will apply as follows for the above items or extra Maintenance Contract Hours. Separate proposed projects could reflect different rates.

Network Engineer's services (On-site):

- Standard Business Hours: M-F, excluding ELC holidays. 8:00AM – 5:00PM: \$135/hr.
- Non-Standard Business Hours: \$195/hr

Remote Support (phone and Go-To-Assist):





- Standard Business Hours: M–F, excluding ELC holidays. 8:00AM – 5:00PM: (Included).
- Emergency Remote Support (Included)
- Non-Standard Business Hours / Non Emergency: \$150/hr

A two hour minimum applies to all onsite service calls. A 30 minute minimum applies to all remote service calls.

### **Section 2.09      *Definition of Mission Critical Support***

Mission Critical support specifically applies to the server(s) and network devices at the location of THE CLIENT RECEIVING THE SERVICES and is defined as a critical system malfunction that inhibits business productivity as per Appendix C. Unlimited support to resolve Mission Critical issues is NOT included with this Service Agreement. However, ELC Consulting will provide services as defined in this contract for an advanced service agreement.

### **Section 2.10      *Modification of Services***

THE PARTY RECEIVING SERVICES may not modify the scope of services specified in any Work Assignment without ELC's written consent following written notice to ELC specifying the desired modifications. Modification of services hereunder shall include any increase, decrease or change in the scope of services. ELC reserves the right to terminate/re-negotiate the Service Agreement based upon receipt of the written notice of modifications from THE PARTY RECEIVING SERVICES, as stated in Section 3.01: Termination of Agreement.

## **Article 3.    TERM**

### **Section 3.01      *Termination of Agreement***

Upon completion of the trial period, the term of this agreement will be for 36 months from the date of signature. This Agreement may be terminated without cause by either Party upon sixty (60) days prior written notice, as per Section 9.05, to the other Party of its intentions to terminate. Upon termination of this Agreement, the Parties shall promptly return to each other all written matter of any type which may contain confidential information. Upon THE PARTY RECEIVING SERVICES notice to terminate, THE PARTY RECEIVING SERVICES will be responsible for all remaining and outstanding payments of this agreement.

## **Article 4.    FEES AND EXPENSES**

In consideration of the services rendered by ELC to THE PARTY RECEIVING SERVICES under this Agreement, THE PARTY RECEIVING SERVICES will pay to ELC fees and expenses as described in the Service Agreement. Any out of scope expenses incurred by ELC shall be paid by THE PARTY RECEIVING SERVICES as defined in the Service Agreement. Expenses shall be defined as reasonable expenses incurred for any onsite visits exceeding 2 per month, in the category of: travel and subsistence expenses in the event the services are to be performed onsite at THE PARTY RECEIVING. All monies to be invoiced under this agreement shall be due Upon Receipt. Invoices not disputed within thirty (30) days of receipt shall be deemed accepted and enforceable.

## **Article 5.    RENEWAL**

Unless ELC is notified in writing within sixty (60) days of the end of this agreement by THE PARTY RECEIVING THE SERVICES of intent to cancel the agreement, this agreement will automatically be renewed. The agreement will be extended in 36 month increments not to exceed an additional 3 years and at the discretion of ELC an increase of no more than 10% will be added. ELC reserves the right to withhold service if payment is not received by the invoice payment due date. Pending approval of this agreement, the current service contract will remain active for continued work to be done.



## **Article 6. STAFF**

### ***Section 6.01 Employee Finders Fee***

Both parties agree to pay a finders fee equal to the greater of, 25% of the annual compensation or \$30,000, for any staff member that may become employed of the other Party during the terms of this Agreement, and for a period of twelve (12) months after termination of this Agreement, unless otherwise mutually agreed to by both Parties. (Not Applicable to SBCWD)

## **Article 7. WARRANTY OF PERFORMANCE**

### ***Section 7.01 Disclaimer of Implied Warranty***

ELC warrants that its service will be of professional quality conforming to generally accepted practices. ELC makes no other warranties, written, oral or implied, including without limitation any implied warranties of merchantability or fitness for a specific purpose.

### ***Section 7.02 Correction of Services Under Warranty***

Any services performed by ELC which are determined by THE PARTY RECEIVING SERVICES to be of less than professional quality and which after investigation by ELC are acknowledged by ELC to be of less than professional quality shall be corrected by ELC without charge to THE PARTY RECEIVING SERVICES. Any correction of less than professional quality services under this warranty shall be performed by ELC under the original specifications and without modification of said specifications.

## **Article 8. LIABILITY**

### ***Section 8.01 Liability***

ELC shall correct the performance of its services for THE PARTY RECEIVING SERVICES in accordance with Section 7.02. Neither Party shall in any event be liable regardless of the form of the action for loss of profit, goodwill or other special or consequential damages suffered by the other Party or others, as a result of or arising out of the performance of services under this Agreement whether or not the possibility of such damages was disclosed or could have been reasonably foreseen.

## **Article 9. GENERAL PROVISIONS**

### ***Section 9.01 Time Limitation***

No action arising out of this Agreement, regardless of the form of action, may be brought by either Party more than one (2) year after the cause of action has become evident.

### ***Section 9.02 Default***

Subject to the provisions of this agreement, Failure by ELC or THE PARTY RECEIVING SERVICES to comply with any term or condition under this Agreement shall entitle the other Party to give the Party in default written notice requiring it to make good such fault. If the Party in default has not cured such default within thirty (30) days after receipt of notice, the notifying Party shall be entitled, in addition to any other rights it may have under this Agreement or otherwise by law, to terminate this Agreement by giving written notice to take effect immediately in accordance with Section 3.01.

### ***Section 9.03 Entire Agreement/Amendments***

This Agreement contains the entire understanding of the Parties with respect to the matters contained herein. There are no promises, covenants or undertakings other than those expressly set forth herein. This Agreement may not be modified or amended except by writing and signed by ELC and THE PARTY RECEIVING SERVICES. If any of the provisions of this Agreement are declared to be invalid, such provisions shall be severed from this Agreement and the other provisions hereof shall remain in full force and effect.



#### **Section 9.04 Assignability**

This Agreement may not be assigned, transferred or changed in ownership by either Party without the prior written consent of the other Party which reserves the right to immediately cancel the agreement upon any change in ownership.

#### **Section 9.05 Service of Notice**

Any notice required or permitted to be sent under this Agreement shall be delivered by certified mail, return receipt requested or express delivery with signature to the addresses of the parties set forth in this Agreement. Notice so sent will be deemed effective when delivered except notice to terminate, which will be effective in 60 days from delivery date.

**Service Provider:**

ELC Consulting, LLC  
Attn: Ed Co  
1355 Willow Way Suite 138  
Concord, CA 94520

**Party Receiving Services:**

San Benito County Water District  
Attn: Jeff Cattaneo / Sara Singleton  
30 Mansfield Rd  
Hollister, CA 95023

#### **Section 9.06 Waivers**

By signing this agreement THE PARTY RECEIVING SERVICES gives up any and all rights to use any documentation or confidential work created by ELC to in any way to harm ELC or ELC Partners or employees. (This clause is for programming /development work only)

#### **Section 9.07 Indemnity**

Each party agrees to indemnify (the indemnifying party, the "Indemnitor") the other party, its officers and employees (collectively, the "Indemnitees"), from and against any and all liabilities, losses, damages, claims and expenses, including reasonable attorneys' fees (each, a "Loss" and collectively, "Losses") arising from or relating to: (a) the breach or alleged breach of this Agreement by the Indemnitor; or (b) the Indemnitor's negligent or willful misconduct. Losses resulting from the reckless disregard and/or willful misconduct, of any Indemnitee are excluded from the indemnifying party's obligation to indemnify.

#### **Article 10. DISPUTE RESOLUTION.**

Any claim, dispute, or controversy arising out of or relating to this Agreement or the performance of this Agreement that cannot be resolved amicably between both parties shall be submitted to final and binding arbitration by the American Arbitration Association at its office closest to Monterey, California in accordance with the rules and procedures of the American Arbitration Association, and judgment on the award of the arbitrator(s) may be entered in a court having jurisdiction thereof.

#### **Article 11. GOVERNING LAW**

These terms and conditions and the transactions contemplated hereby shall be governed by, and construed and enforced in accordance with the laws of the State of California.

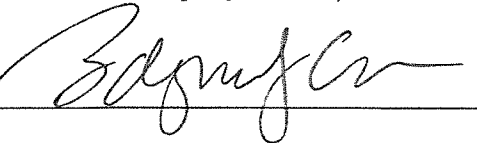
#### **Article 12. ENTIRE CONTRACT / AMENDMENTS**

This Contract contains the entire understanding of both Parties with respect to the matters contained herein. There are no promises, covenants or undertakings other than those expressly set forth herein. This Contract may not be modified or amended except by writing and signed by the both Parties. If any of the provisions of this Contract are declared to be invalid, such provisions shall be severed from this Contract and the other provisions hereof shall remain in full force and effect.



**Article 13. SIGNATURE OF PARTIES:**

ELC Consulting, LLC:  
(Authorized Company Officer)

X 

Print Name: Ed Co

Title: CEO

Date 3/1/16

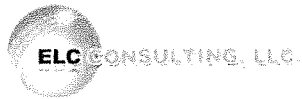
San Benito County Water District:  
(Authorized Company Officer)

X 

Print Name: Jeff Cattaneo

Title: District Manager

Date 2/25/16



## **APPENDIX A) SYSTEMS AND EQUIPMENT COVERED BY MAINTENANCE AGREEMENT**

The following items are covered for maintenance only by this contract. Hardware replacement is handled directly with the manufacturer.

### **VM/Physical Hardware SERVERS – Running on Datacenter Equipment**

- 1 Dynamics - VM
- 1 Exchange -VM
- 1 SB Water – Web - VM
- 1 SB Water - DB - VM
- 1 ACCT2950 - VM
- 1 SBCW-BKUP - VM
- 1 DC 5 Physical Hardware Server – Local at San Benito Office

Backups – File Backups are performed on a nightly basis with 5 days retention

DR (Disaster Recovery) – Replication of servers are performed daily both within the datacenter and to an offsite location.

### **WORKSTATION/USERS**

- 1 Admin Manager
- 1 Accounting Dept1
- 1 Accounting Dept2
- 1 Manager1
- 1 Scada Remote – Will Convert to VM ) N/C
- 21 SBCWD Users and Contractors

### **NETWORK EQUIPMENT**

- 1 Fortigate 60c
- 1 Dell Switch
- 1 Dell Switch
- 1 Cisco Router 1841

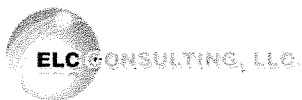
### **ONSITE VISITS**

- 2 4 Hours Onsite Scheduled Visits – Days TBD

### **SOFTWARE RENEWALS**

Software Renewals Reminders will be Managed by ELC

**Total Monthly \$6,597.00**



## **APPENDIX A-1) SYSTEMS AND EQUIPMENT COVERED BY MAINTENANCE AGREEMENT**

The following items are covered for maintenance only by this contract. Hardware replacement is handled directly with the manufacturer.

### **VM/Physical Hardware SERVER LIST**

- 1 Node1 – Physical Hardware
- 1 Node2 - Physical Hardware
- 1 Dynamics - VM
- 1 Exchange -VM
- 1 SB Water – Web - VM
- 1 SB Water - DB - VM
- 1 ACCT2950 - VM
- 1 SBCW-BKUP - VM
- 1 DC 5 Physical Hardware Server – (added) N/C
- 1 Scada SQL– Physical Hardware Server (added) – Needs to be Retired ) N/C
- 1 Scada Telemetry – Physical Hardware Server (added) Needs to be Retired ) N/C
- 1 Scada Alarm - Physical Hardware Server (added) Needs to be Retired ) N/C

Backups – File Backups are done on a nightly basis with 5 days retention stored in the Terra Station Onsite

### **WORKSTATION/USERS**

- 1 Admin Manager
- 1 Accounting Dept1
- 1 Accounting Dept2
- 1 Manager1
- 1 Scada Remote – Will Convert to VM ) N/C
- 21 SBCWD Users and Contractors

### **NETWORK EQUIPMENT**

- 1 Fortigate 60c
- 1 Dell Switch

### **SOFTWARE RENEWALS**

Software Renewals Reminders will be Managed by ELC

**Total Monthly \$5,335.00**



## Appendix A. MONITORED SYSTEMS AND COMPONENTS

Servers		C	D	M
1	Device Availability			
2	Disk Paging			
3	Disk Faults			
4	Event Log Clear			
5	System Crash			
6	Disk Space Availability			
7	Memory Usage			
8	Processor Usage			
9	Page File Usage			
10	Disk Time Usage			
11	DHCP Server Service			
12	DNS Server			
13	Terminal Services			
Backup		W	M	Q
14	Backup Status			
Desktops		W	M	Q
15	Account Expired			
16	Account Locked Out			
17	Memory Available			
18	Disk Space Available			
19	CPU Usage			
Router/Firewall		W	M	Q
20	Device Availability			



## MISSION CRITICAL SYSTEMS AND EQUIPMENT

Item #	Item Name	Description	Summary of Coverage
1.	File Services	Organizational and individual network file storage.	Network storage is intended to be available to end users at all times with the exception of scheduled maintenance. If shares are not available, ELC will respond within the time frame specified in contract. and work to get them restored to their original or latest possible version from backup in the event of file corruption or hardware failure.
2.	Print Services	The ability for an end user to print to a printer.	Print service coverage is limited to providing end users the ability to print to a functional printer. In the event of a printer failure, a printer repair specialist will be called at the customer's request. ELC will redirect print queues to a functional printer as required by the customer.
3.	Email	Internal Email Services being hosted by Exchange Server 2003.	Service is intended to be available at all times with the exception of scheduled maintenance. If the system goes down, ELC will respond within the next business day and work to get the service back up on the existing or other adequate hardware provided by the customer.
4.	System Backups	Backup of critical and non-critical files on servers.	ELC will monitor backup system to ensure that the backup system is backing up the files as required in the backup system document that follows. ELC will work to resolve any transient problems that occur during the normal backup operations and will report the failure of any items being backed up to the client point of contact.
5.	Network Connectivity	The ability to connect from a user's workstation to the servers and to the demarcation of the public network.	Connectivity to network resources is intended to be available at all times with the exception of scheduled maintenance. If connectivity is significantly degraded or unavailable, ELC will respond within the time specified in in the contract and work to re-establish connectivity. ELC's connectivity coverage ends at the DSL/T1 connection. However ELC's will work with the internet service provider to restore connection to the public network as soon as possible.