

PROFESSIONAL SERVICES AGREEMENT

DIRBOS, INC

(Information Technology Managed Services Provided and Cybersecurity Services)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter “Agreement”) is made this day of October 1st, 2024, by the MIDWAY CITY SANITARY DISTRICT, a public entity (hereinafter referred to as “DISTRICT”) and Dirbos, INC, a Managed Service Provider (MSP), (hereinafter referred to as “CONTRACTOR”). DISTRICT and CONTRACTOR are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

RECITALS

The following recitals are a substantive part of this Agreement:

- A. This Agreement is entered into pursuant to pursuant to Midway City Sanitary District Board authorization dated October 1, 2024.
- B. DISTRICT has determined there is a need to retain the professional services of a qualified company to provide the DISTRICT with a comprehensive assessment of its Information Technology (“IT”) infrastructure and cyber security, to provide Managed Service Provider (MSP) services and cybersecurity protection, and to aid in the formulation of and implementation of an ongoing technology strategic strategy and plan (the “Project”).
- C. In response to DISTRICT’s Request for Proposals, dated October 1, 2024, CONTRACTOR has submitted to DISTRICT a proposal, dated October 1, to provide DISTRICT with professional services for the Project pursuant to this Agreement (the “Proposal”).
- D. CONTRACTOR represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and technical expertise to provide professional services to DISTRICT for the Project and has agreed to provide such services as provided herein. DISTRICT does not have the personnel, training, certification, or specialized technical expertise necessary to perform the work and services contracted for herein.
- E. DISTRICT desires to retain CONTRACTOR to provide professional services for the Project.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** This Agreement shall commence on October 1, 2024, and shall continue through October 1, 2027, with an option to extend the Agreement for up to three



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(3) additional one (1) year terms at the DISTRICT's option, unless earlier terminated by DISTRICT. The DISTRICT's General Manager is authorized to exercise said extension options on behalf of the DISTRICT. This Agreement may be terminated by DISTRICT without cause upon thirty (30) days written notice, and by CONTRACTOR without cause upon ninety (90) days' notice. In such event, the DISTRICT will compensate CONTRACTOR for work performed to date in accordance with Section 3.5 of this Agreement. CONTRACTOR is required to present evidence to support performed work completion. CONTRACTOR is required to present evidence to support performed work completion.

2. Services to be Provided and Standard of Performance.

2.1 Scope of Services. In compliance with all terms and conditions of this Agreement, CONTRACTOR agrees to provide and perform professional information technology services for the Project as set forth in (a) the Proposal, which is attached hereto as Exhibit "A" and incorporated herein by reference, and (b) the Scope of Work, which is attached hereto as Exhibit "B" and incorporated herein by reference (hereinafter referred to as the "Scope of Services," the "Services" or "Work"). As a material inducement to DISTRICT entering into this Agreement, CONTRACTOR acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, CONTRACTOR's Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such Services and Work and with the standards recognized as being employed by professionals in the same discipline in the State of California. CONTRACTOR represents and warrants that it is skilled in the professional discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. CONTRACTOR represents and warrants that it and all of its employees, subconsultants and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of DISTRICT. The Proposal, the Request for Proposals, and this Agreement do not guarantee any specific amount of work.

2.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; and (2) CONTRACTOR's Proposal; and (3) the Scope of Work, which shall all be referred to collectively hereinafter as the "Contract Documents." The CONTRACTOR's Proposal is attached hereto as Exhibit "A" and is hereby incorporated by reference and made a part of this Agreement. The Scope of Work is attached hereto as Exhibit "B" and is hereby incorporated herein by reference. All provisions of the Contract Documents shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms and conditions of this Agreement; and, (2nd) the provisions of the Scope of Work (Exhibit "B"); and (3rd) the provisions of the CONTRACTOR's Proposal (Exhibit "A").

2.3 Compliance with Law. CONTRACTOR shall comply at all times during the term of this Agreement with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government, including without limitation all applicable fair labor standards and



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Cal/OSHA requirements. CONTRACTOR shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Work and Services, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be liable for all violations of such laws and regulations in connection with performing the Work and Services. If CONTRACTOR performs any Work or Services in violation of such laws, rules, and regulations, CONTRACTOR shall be solely responsible for all penalties and costs arising therefrom. CONTRACTOR shall defend, indemnify, and hold DISTRICT, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

2.4 Licenses, Permits, and Fees. Prior to performing any Services or Work hereunder CONTRACTOR shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. CONTRACTOR represents and warrants to DISTRICT that CONTRACTOR shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for CONTRACTOR to perform the Work and Services under this Agreement. CONTRACTOR shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the CONTRACTOR's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold DISTRICT, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

2.5 Familiarity with Work. By executing this Agreement, CONTRACTOR warrants that: (a) it has thoroughly investigated and considered the Scope of Work or Services to be performed; (b) it has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where such Services or Work is to be performed and is aware of all conditions there; and (c) it understands the facilities, difficulties, and restrictions of attending performance of the Services under this Agreement. If the Services involve work upon any site, CONTRACTOR represents and maintains that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should CONTRACTOR discover any latent or unknown conditions materially differing from those inherent in the Work or as represented by DISTRICT, it shall immediately inform DISTRICT of this and shall not proceed, except at CONTRACTOR's risk, until written instructions are received from DISTRICT.

2.6 Care of Work. CONTRACTOR shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Work by DISTRICT, except such losses or damages as may be caused by DISTRICT's own negligence.



2.7 Further Responsibilities of Parties. Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

3. Compensation.

3.1 Contract Amount. For the Services and Work rendered pursuant to this Agreement, CONTRACTOR shall be compensated by DISTRICT for the services performed, including authorized reimbursements, in accordance with the professional rates and charges set forth in the Proposal (Exhibit "A"). The method of compensation shall be as set forth in Exhibit "A". Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the DISTRICT and will only be approved if such expenses are also specified in the Proposal.

3.2 Optional CPI Adjustment. The fees, rates, and/or unit prices set forth in CONTRACTOR's Proposal (Exhibit "A") shall remain fixed and unchanged for the first two years of the term of this Agreement (i.e., from _____, 2024 through _____, 2026). Thereafter, CONTRACTOR may submit a request to adjust its fees, rates, and/or unit prices once per year during the remainder of the term of the Agreement as provided for herein. However, approval of any request to adjust CONTRACTOR's fees, rates, and/or unit prices as set forth herein shall be made at the sole discretion of the DISTRICT's General Manager, in writing, and is subject to the DISTRICT's approved budget. Such fee, rate, and/or unit pricing adjustment(s), if any, shall not exceed the value of the change in the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of April of any given year. In no event shall any adjustment of any fee, rate, and/or unit pricing as authorized by this section exceed five percent (5%) per year regardless of CPI or any other cost factors.

3.3 Payment. In any month in which CONTRACTOR wishes to receive payment, no later than the tenth (10th) working day of such month, CONTRACTOR shall submit to DISTRICT, in a form approved by the DISTRICT's Finance Director, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by CONTRACTOR and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the DISTRICT. DISTRICT shall use reasonable efforts to make payments to CONTRACTOR within forty-five (45) days after receipt of the invoice or a soon thereafter as is reasonably practical.

3.4 Changes in Scope. In the event any change or changes in the Scope of Services is requested by DISTRICT and agreed to by CONTRACTOR, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or (b) to provide



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for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in CONTRACTOR's profession.

3.5 Termination. DISTRICT shall have the right to terminate this Agreement, without cause, by giving thirty (30) days written notice of termination. CONTRACTOR shall have the right to terminate this Agreement, without cause, by giving ninety (90) days written notice of termination. If the Agreement is terminated by either party, then the provisions of paragraph 3 would apply to that portion of the work completed.

3.6 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the Midway DISTRICT Sanitary District Board of Directors for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to DISTRICT.

4. Insurance requirements.

4.1 Compliance with Insurance Requirements. CONTRACTOR shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to DISTRICT, all insurance required under this section. CONTRACTOR shall not commence any Work or Services under this Agreement unless and until it has provided evidence satisfactory to DISTRICT that it has secured all insurance required under this section. If CONTRACTOR's existing insurance policies do not meet the insurance requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the policies to do so.

4.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

A. **Commercial General Liability Insurance.** CONTRACTOR shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance written on an occurrence basis with limits of at least two million dollars (\$2,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and two million dollars (\$2,000,000.00) for products and completed operations. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

B. **Automobile Liability Insurance.** CONTRACTOR shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.



C. Workers' Compensation Insurance. CONTRACTOR shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. CONTRACTOR agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the DISTRICT, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. CONTRACTOR shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

D. Professional Liability (Errors & Omissions) Insurance. CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, a policy of Professional Liability or Errors and Omissions Insurance appropriate to CONTRACTOR's profession with limits of at least two million dollars (\$2,000,000.00). Covered professional services shall specifically include all Work or Services to be performed under the Agreement and delete any exclusions that may potentially affect the Work or Services to be performed under this Agreement. If the policy of insurance is written on a "claims-made" basis, the DISTRICT may require that the policy be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Work or Services provided hereunder. In the event of termination of the policy during this period, CONTRACTOR shall obtain continuing insurance coverage for the prior acts or omissions of CONTRACTOR during the course of performing the Work or Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the DISTRICT. In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Work or Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Work or Services under the terms of this Agreement.

4.3 Acceptability of Insurers. Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A-VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Lines Insurers (LASLI), by the latest edition of A.M. Best's Key Rating Guide, except that the DISTRICT will accept workers' compensation insurance from the State Compensation Fund. In the event the DISTRICT determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the DISTRICT, the CONTRACTOR agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the DISTRICT. CONTRACTOR shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.



4.4 Insurance Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the DISTRICT for written approval. Required insurance policies shall contain the following provisions, or CONTRACTOR shall provide endorsements on forms approved by the DISTRICT to add the following provisions to the insurance policies:

A. The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to provide the following:

1. Additional Insured: The DISTRICT, its officials, officers, employees, agents and volunteers, shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement; and

2. Additional Insured Endorsements: Additional insured endorsements shall not (1) be restricted to “ongoing operations”, (2) exclude “contractual liability”, (3) restrict coverage to “sole” liability of CONTRACTOR, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

3. Notice: The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the DISTRICT. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of CONTRACTOR’s failure to pay the insurance premium, the notice provided to DISTRICT shall be by ten (10) days prior written notice.

B. For all policies of Commercial General Liability Insurance, CONTRACTOR shall provide endorsements for ongoing operations and completed operations to effectuate this requirement.

4.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the DISTRICT in advance and shall protect the DISTRICT, its officials, officers, employees, agents and volunteers, in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

4.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability Insurance and Automobile Liability Insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the DISTRICT, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

4.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the DISTRICT, its officials, officers, employees, agents and volunteers, or shall specifically allow



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CONTRACTOR or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. CONTRACTOR hereby agrees to waive its own right of recovery against the DISTRICT, its officials, officers, employees, agents and volunteers, and CONTRACTOR hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

4.8 Evidence of Coverage. Concurrently with the execution of the Agreement, CONTRACTOR shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the DISTRICT for written approval. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the DISTRICT. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, CONTRACTOR shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the DISTRICT evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. CONTRACTOR shall promptly furnish, at DISTRICT's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents DISTRICT requires to verify coverage.

4.9 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property.

4.10 Enforcement of Agreement (Non-Estoppel). CONTRACTOR acknowledges and agrees that actual or alleged failure on the part of the DISTRICT to inform CONTRACTOR of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the DISTRICT nor does it waive any rights hereunder.

4.11 Insurance for Subcontractors. CONTRACTOR shall either: (1) include all subconsultants or subcontractors engaged in any Work or Services for CONTRACTOR relating to this Agreement as additional named insureds under the CONTRACTOR's insurance policies, or (2) CONTRACTOR shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the DISTRICT, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by CONTRACTOR's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name the DISTRICT, its officials, officers, employees, agents and volunteers, as additional insureds. CONTRACTOR shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has provided evidence satisfactory



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to DISTRICT that the subconsultant or subcontractor has secured all insurance required under this section.

4.12 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of CONTRACTOR pursuant to this Agreement:

A. CONTRACTOR shall provide immediate written notice to DISTRICT if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

B. All insurance coverage and limits provided by CONTRACTOR and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the DISTRICT or its operations shall limit the application of such insurance coverage.

C. None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the DISTRICT and approved in writing.

D. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is CONTRACTOR's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

E. CONTRACTOR agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by CONTRACTOR, provide the same minimum insurance coverage required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the DISTRICT for review.

F. CONTRACTOR agrees to provide immediate written notice to DISTRICT of any claim, demand or loss against CONTRACTOR arising out of the Work or Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

5. Non-Liability of Officials and Employees of the District. No official or employee of DISTRICT shall be personally liable to CONTRACTOR in the event of any default or breach by DISTRICT, or for any amount which may become due to CONTRACTOR.



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6. Conflict of Interest. No officer or employee of the DISTRICT shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his or her financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of any state statute or regulation. CONTRACTOR represents and warrants that it has not paid or given and will not pay or give any third party any money or other consideration in exchange for obtaining this Agreement.

7. Covenant Against Discrimination. In connection with its performance under this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. CONTRACTOR shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

8. Independent Contractor; PERS Eligibility & Indemnification.

(a) The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make CONTRACTOR a DISTRICT employee. During the performance of this Agreement, CONTRACTOR and its officers, employees, and agents shall act in an independent capacity and shall not act as DISTRICT officers or employees. CONTRACTOR will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of CONTRACTOR shall at all times be under CONTRACTOR's exclusive direction and control. Neither DISTRICT nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of CONTRACTOR or any of its officers, employees, or agents, except as set forth in this Agreement. CONTRACTOR, its officers, employees or agents, shall not maintain a permanent office or fixed business location at DISTRICT's offices. DISTRICT shall have no voice in the selection, discharge, supervision, or control of CONTRACTOR's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. CONTRACTOR shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. DISTRICT shall not in any way or for any purpose be deemed to be a partner of CONTRACTOR in its business or otherwise a joint venturer or a member of any joint enterprise with CONTRACTOR.

(b) CONTRACTOR shall not incur or have the power to incur any debt, obligation, or liability against DISTRICT, or bind DISTRICT in any manner.

(c) No DISTRICT benefits shall be available to CONTRACTOR, its officers, employees, or agents, in connection with the performance of any Work or Services under this



Agreement. Except for professional fees paid to CONTRACTOR as provided for in this Agreement, DISTRICT shall not pay salaries, wages, or other compensation to CONTRACTOR for the performance of any Work or Services under this Agreement. DISTRICT shall not be liable for compensation or indemnification to CONTRACTOR, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the DISTRICT has financial obligations, other than pursuant to Section 3 herein, of any nature relating to salary, taxes, or benefits of CONTRACTOR's officers, employees, representatives, agents, or subconsultants or subcontractors, CONTRACTOR shall defend, indemnify, and hold harmless DISTRICT from and against all such financial obligations.

(d) Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors providing any Work or Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by DISTRICT, including but not limited to eligibility to enroll in the California Public Employee Retirement System (PERS) as an employee of DISTRICT and entitlement to any contribution to be paid by DISTRICT for employer contribution and/or employee contributions for PERS benefits. In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing any Work or Services under this Agreement claims or is determined by a court of competent jurisdiction or PERS to be eligible for enrollment in PERS as an employee of the DISTRICT, CONTRACTOR shall indemnify, defend, and hold harmless DISTRICT for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the DISTRICT.

9. Notices. All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; or (ii) five (5) business days after the date of posting by the United States Post Office if by mail. These addresses shall be used for delivery of service of process.

(CONTRACTOR) DIRBOS, INC
 Attn: JON HEINDEL
 27758 SANTA MARGARITA PKWY
 #366
 MISSION VIEJO, CA 92691

(DISTRICT) Midway City Sanitary District
 Attention: General Manager
 14451 Cedarwood Street
 Westminster, CA 92863

(WITH COPY TO) Midway City Sanitary District
 Attention: General Counsel
 14451 Cedarwood Street
 Westminster, CA 92863



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10. Schedule of Performance.

10.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the Services to be performed by CONTRACTOR is an essential condition of this Agreement. CONTRACTOR shall prosecute regularly and diligently the Services according to the agreed upon Schedule of Performance.

10.2 Schedule of Performance. CONTRACTOR shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed, or on each task order, if applicable, and shall perform all Services within the time period(s) established in the Schedule of Performance set forth in the Proposal (Exhibit "A"), or otherwise mutually agreed upon by the Parties. When requested by CONTRACTOR, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the DISTRICT; however, the DISTRICT shall not be obligated to grant such an extension.

10.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, pandemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the DISTRICT, if CONTRACTOR, within ten (10) days of the commencement of such delay, notifies the DISTRICT's General Manager in writing of the causes of the delay. The General Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the General Manager such delay is justified. The General Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall CONTRACTOR be entitled to recover damages against the DISTRICT for any delay in the performance of this Agreement, however caused, CONTRACTOR's sole remedy being extension of the Agreement pursuant to this section.

11. Limitations Upon Subcontracting and Assignment. The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for DISTRICT to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the DISTRICT. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of DISTRICT. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to DISTRICT for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and DISTRICT. All persons engaged in the work will be considered employees of CONTRACTOR. DISTRICT will deal directly with and will make all payments to CONTRACTOR.

12. Indemnification. CONTRACTOR agrees to protect, defend, and hold harmless DISTRICT and its elective or appointive boards, officers, agents, and employees from any and all third party claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for



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bodily injury or death of any person, or damage to property, or interference with use of property, to the extent caused by negligent acts, errors or omissions or willful misconduct by CONTRACTOR, CONTRACTOR's agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The exception to CONTRACTOR's responsibility to protect, defend, and hold harmless DISTRICT, is due to the active negligence of DISTRICT, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

13. Reports.

(a) Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by CONTRACTOR pursuant to or in connection with this Agreement, shall be the exclusive property of DISTRICT. CONTRACTOR shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to District the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of DISTRICT, and all publication rights are reserved to DISTRICT.

(b) All Reports prepared by CONTRACTOR may be used by DISTRICT in execution or implementation of:

- (1) The original Project for which CONTRACTOR was hired;
- (2) Completion of the original Project by others;
- (3) Subsequent additions to the original Project; and/or
- (4) Other DISTRICT projects as appropriate.

(c) No Report, information or other data given to or prepared or assembled by CONTRACTOR pursuant to this Agreement shall be made available to any individual or firm by CONTRACTOR without prior approval by District.

14. Reserved.

15. Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.



FOR



16. Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

17. Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

18. California Law; Venue. This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.

19. Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

20. Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by DISTRICT and CONTRACTOR.

21. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

22. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he/she is signing is bound.



FOR



23. Counterparts; Facsimile Signatures. This Agreement may be executed in counterparts, all of which shall constitute the same Agreement, notwithstanding that all parties to this Agreement are not signatory to the same counterpart. Signature and acknowledgement pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one (1) original document. These counterparts may be transmitted by facsimile or Portable Document Format (PDF), with the originals to be thereafter provided by the Parties. Such facsimiles or electronic copies shall be deemed original signatures.

IN WITNESS THEREOF, these parties have executed this Agreement as of the date first written above.

“DISTRICT”

“CONTRACTOR”

MIDWAY DISTRICT SANITARY DISTRICT, a public entity

DIRBOS, INC, a Managed Service Provider

By: _____
Robert Housley
General Manager

By: _____
Name: JON HEINDEL
Title: CEO

APPROVED AS TO FORM:

General Counsel
Midway DISTRICT Sanitary District

Tax ID No. 82-1998833

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to District.



FOR



**EXHIBIT "A" TO AGREEMENT
CONTRACTOR'S PROPOSAL and
STATEMENT OF WORK**

dirbos

What's in the name?

dir-bos
/dir boss/
pronounced: "dir" as in "directory" + "boss" meaning: do IT right back office solutions

OUR MISSION

To bring our client ideas to life through technology services.

OUR POSITION

The speed of technological innovation, business structure and strategies continually shift and change. At Dirbos, we're dedicated to help companies, large and small, keep pace. Our in-house experts and partner network of professionals create curated one stop solutions to all your business needs

dirbos

WHO ARE WE

A full-service Information Technology partner. We help complete your Back Office so you can focus on what you do best.

WHAT WE DO

We help companies by partnering with their in-house teams and vendors to recommend, Implement and Manage technology solutions.

HOW WE WORK

Through partnerships...
We want to be your business partner, not just another technology vendor

Prepared by Jon Heindel & Dirbos

As requested by Midway City Sanitation Department

SOW-MP20241001MCSDv1

Dated 10/01/24

Statement of Work

What we are setting out to achieve

SOW AND OBJECTIVE OVERVIEW

This SOW is for implementing a complete White Glove IT Support Solution. Included will be Dirbos Endpoint Manager (DEM) and Dirbos Managed Services (DMS) to provide end to end support services. DEM is a set of tools including Remote access Manager / IT Asset Management / Systems Monitoring / Patch & Update Management / Anti-Virus / Endpoint Detection Response with Ransomware protection and workstation cloud backup solution. DMS will act as the company's IT Department providing level 1/2/3 IT Support across all systems and will manage all things IT related.

The scope and tasks required to complete this project will follow the timelines outlined within to complete the deliverables at the associated costs listed. A menu of services that can be provided, but not limited to is in the "Menu of Services" Tab

PROJECT OBJECTIVES

This project has been proposed to achieve the following objectives:

OBJECTIVE 1: Provide complete White Glove IT support within the proposed Service Level Agreement(See Service Level Agreement Tab).

OBJECTIVE 2: Supply guaranteed resources of our extensive team if and when needed.

OBJECTIVE 3: Build a documentation library for existing IT Software, Hardware, Policies and Procedures

Project Scope & Tasks

Exactly what this project will involve

PROJECT SCOPE

Below is the summary project scope implementing Dirbos Endpoint Manager (DEM) and ongoing Dirbos Managed Services (DMS):

1. ONBOARDING SYSTEMS

Dirbos will install DEM on each company workstation and server as well as company firewalls and network equipment if possible. This will give us insight to the workstations, servers and network devices in the environment and allow us to make recommendations based on those findings.

2. SOFTWARE AND SERVICES

Dirbos will outline the company software applications in use and gain admin access to provide ongoing support and administration of those systems.

3. ONGOING SUPPORT

Dirbos will roll out a ticketing system for managing requests and tracking SLA's. In addition, weekly status reports and executive summaries will be created to monitor progress and provide recommendations.

PROJECT TASKS

The tasks required to achieve the scope as described above are as follows:

TASK 1: REMOTE / ONSITE ONBOARDING

The DMS team will be remote and/or onsite to learn all the systems needed to support and build out a SharePoint site, ticketing system to track hours in and a projects site. DEM will be installed on all company workstations, servers and networking equipment where possible.

TASK 2: PRE TRANSITION PREP

During onboarding, Dirbos will work with management and current IT

Support providers to layout a transition plan to move IT Support to the Dirbos team. Dirbos will define onboarding and offboarding processes.

TASK 3: TRANSITION

Once the transition prep process is complete Dirbos will document and transition support services. Some of this will happen right away and some may need additional time to be moved. All of this will be managed in a project and be tracked for visibility.

TASK 3: DMS SUPPORT

Once the Transition process is complete Dirbos will be well prepared to manage and support the ongoing IT needs of the company.

ADDITIONAL OPTIONS

The scope of this project is limited to the above listed items and tasks. Any additional items may be counted as out of scope, and may incur additional charges and require authorization and approval.

Deliverables

What you will receive

Deliverables

The following Deliverables will be associated with this project:

DELIVERABLE 1: IT SUPPORT TICKETING AND PROJECT TRACKING SYSTEM

Dirbos will setup the IT Support Ticketing and Project tracking Management systems to be used as well as a SharePoint site to share any available documentation.

DELIVERABLE 2: REMOTE / ONSITE ONBOARDING

Dirbos Team will be onsite and or remote to learn the ins and outs of the IT Systems, softwares and Services in use. Dirbos will install DEM on all workstations, servers and network equipment to ensure a smooth transition.

DELIVERABLE 3: TRANSITION IT SUPPORT

Dirbos will execute the support transition and begin supporting the company however needed.

DELIVERABLE 4: DOCUMENTATION

Dirbos will provide documentation and SOP's for all IT related Support services provided and designed during this project.

Notes for Proposal

Sample Diagrams that would be created during the onboarding process

Summary of Potential Government Funding Programs for Midway City Sanitation District

The Midway City Sanitation District (MCSD) has a unique opportunity to leverage various government funding programs aimed at enhancing sanitation services, infrastructure improvements, and environmental sustainability. Dirbos Managed Service can play a pivotal role in assisting the district in identifying, applying for, and managing these funding opportunities. Below is a summary of potential funding programs relevant to MCSD:

1. Clean Water State Revolving Fund (CWSRF)

- **Overview:** This program provides low-interest loans for projects that improve water quality, including wastewater treatment and management systems.
- **Assistance:** Dirbos can help MCSD navigate the application process, ensuring all project plans meet state requirements and environmental standards, thus improving the likelihood of funding approval.

2. Infrastructure Investment and Jobs Act (IIJA)

- **Overview:** This federal program allocates significant funding for various infrastructure projects, including water and sanitation improvements.
- **Assistance:** Dirbos can assist MCSD in identifying specific project areas that qualify for funding, prepare grant applications, and manage the reporting requirements post-funding.

3. Environmental Protection Agency (EPA) Grants

- **Overview:** The EPA offers several grants aimed at improving wastewater infrastructure and promoting sustainable practices.
- **Assistance:** Dirbos can support the district in researching applicable grant opportunities, preparing competitive proposals, and managing compliance with grant conditions.

4. State Water Resources Control Board (SWRCB) Funding Programs

- **Overview:** The SWRCB administers various funding programs specifically designed to assist local agencies with water quality improvements and pollution prevention.
- **Assistance:** Dirbos can facilitate the application process and provide technical expertise to ensure projects align with the state's water quality objectives.

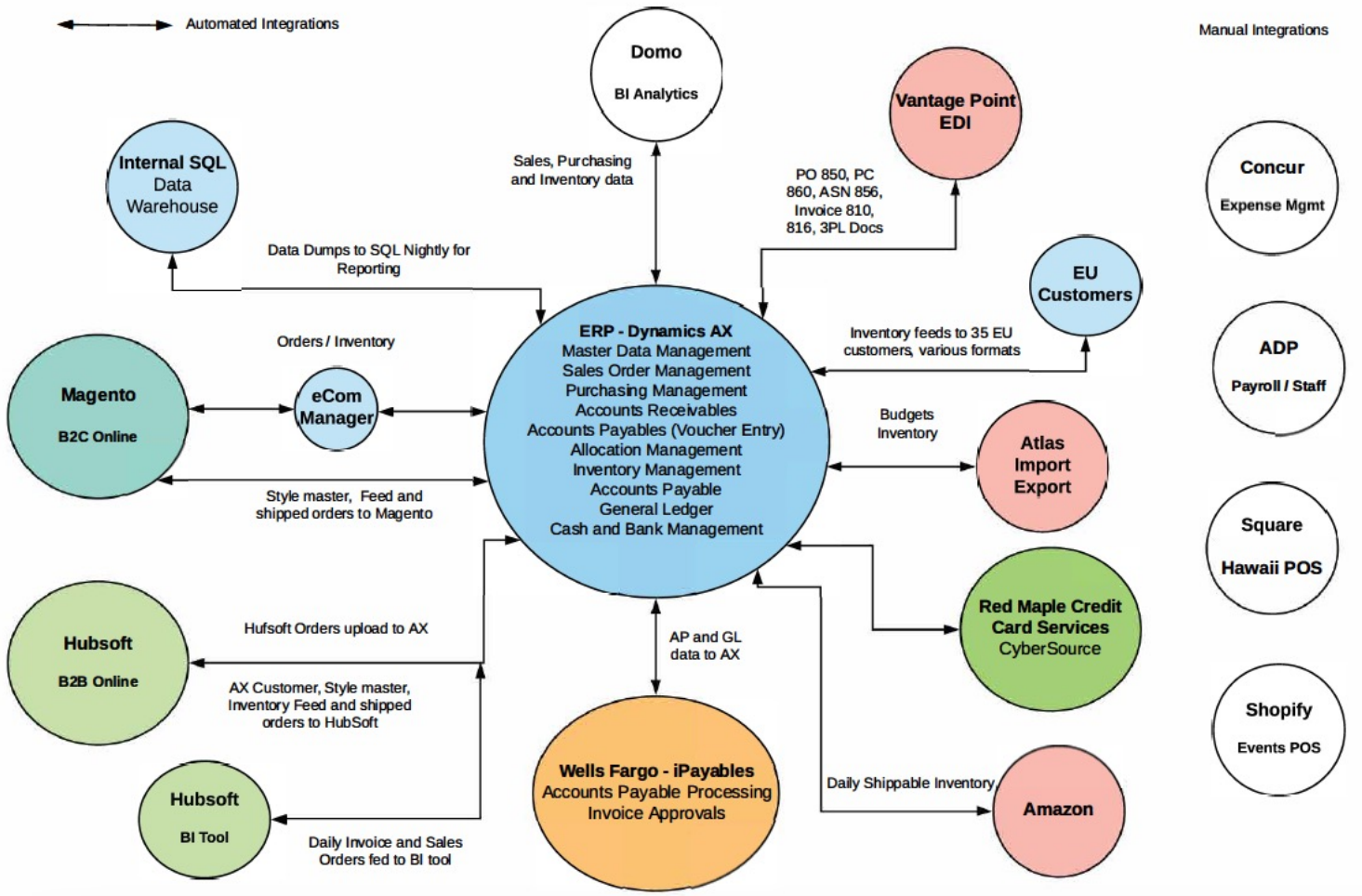
5. Local Government Assistance Programs

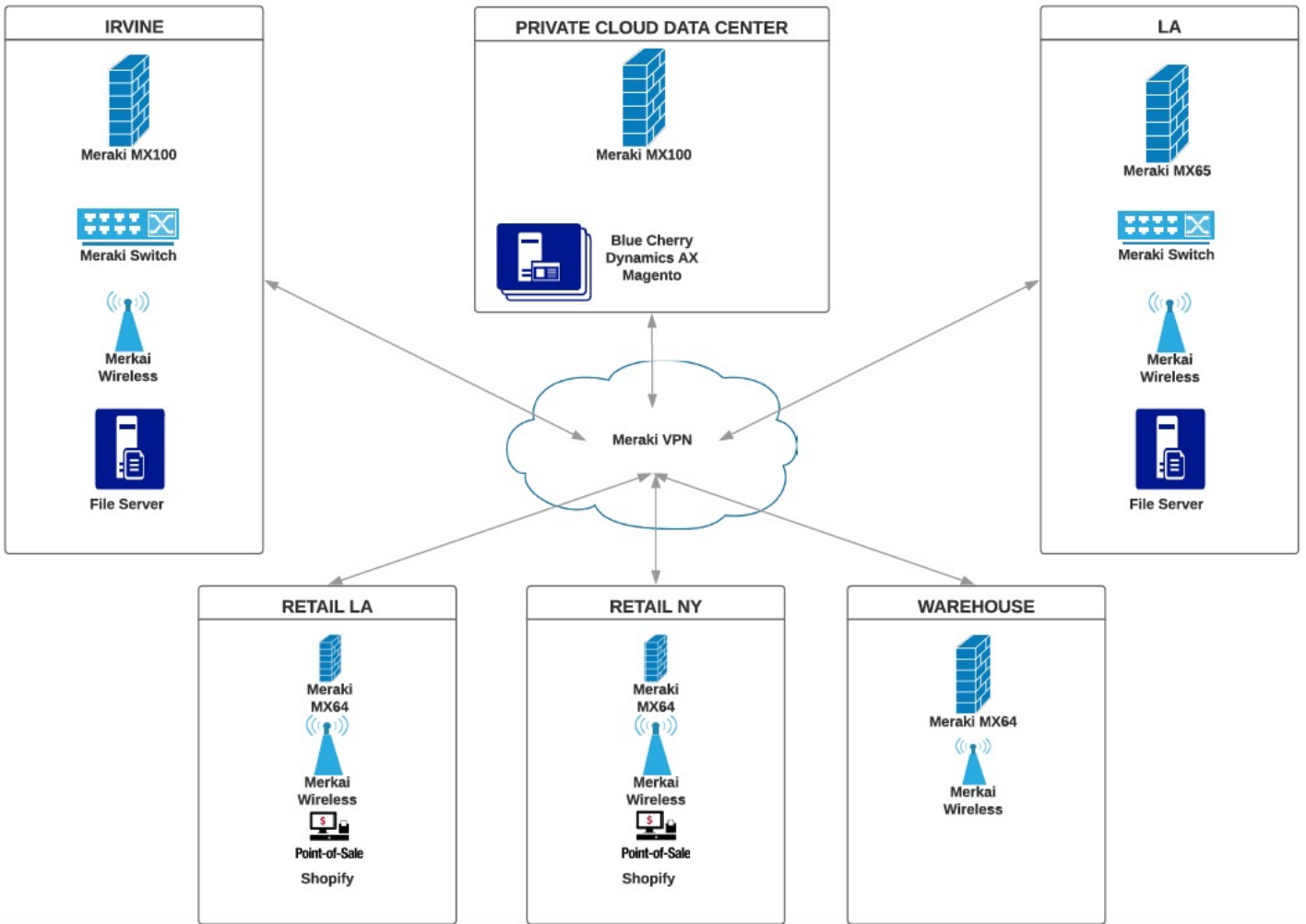
- **Overview:** Various state and local government programs provide funding for infrastructure improvements, including those aimed at enhancing sanitation services.
- **Assistance:** Dirbos can identify local funding opportunities and assist in the preparation of applications and project proposals.

Conclusion

By partnering with Dirbos Managed Service, the Midway City Sanitation District can strategically position itself to secure vital government funding that will enhance its operations and service delivery. The expertise of Dirbos in navigating complex funding landscapes will ensure that MCSD maximizes its potential funding opportunities, ultimately benefiting the community and promoting sustainable sanitation practices.

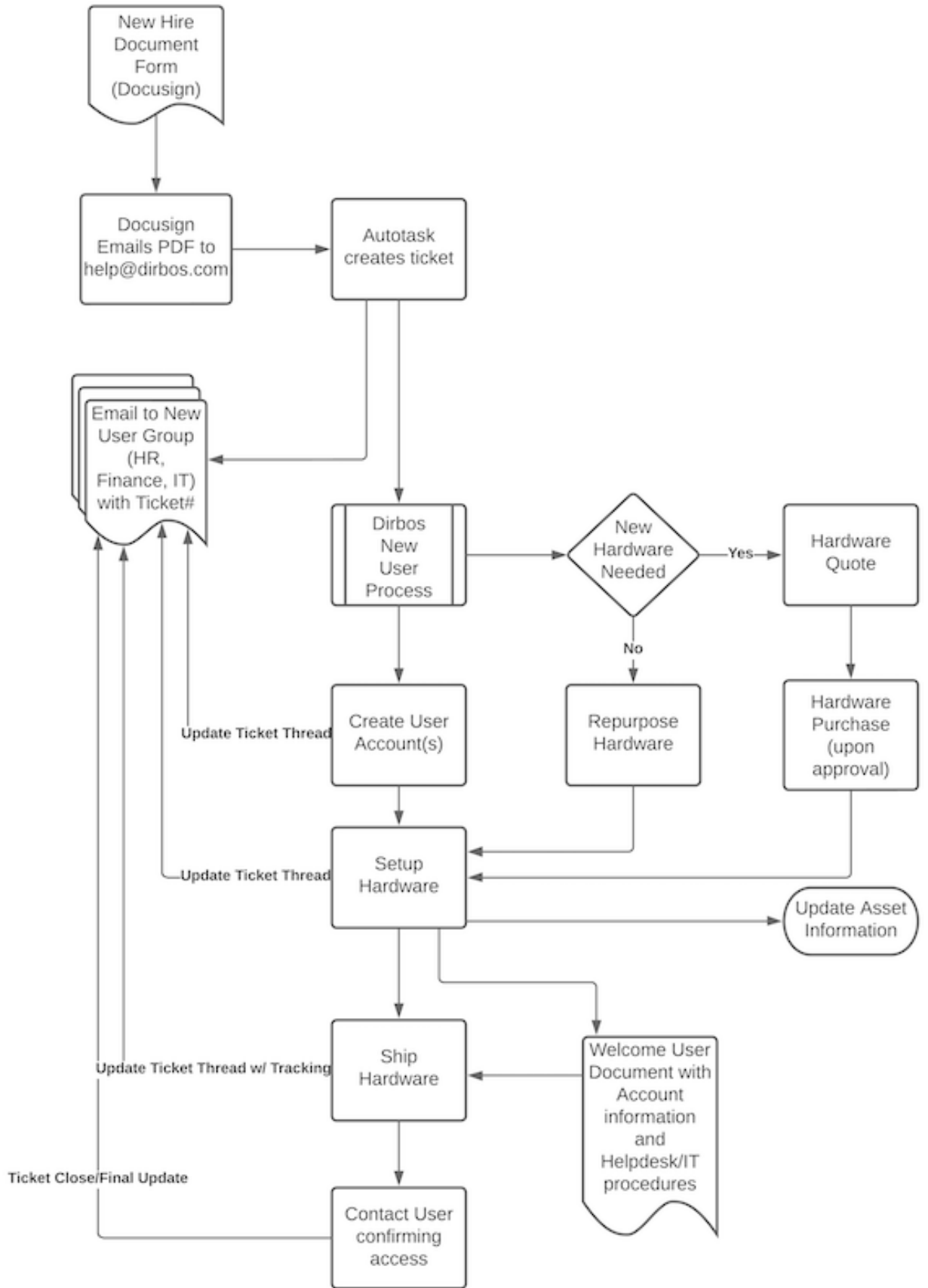
EcoSystems - Overview







DIRBOS NEW USER PROCESS



The District currently has 1 internet provider (Spectrum), 1 onsite server running Microsoft Windows Server 2022, 1 backup system, and approximately 12 desktop workstations with dual monitors, 8 iPads, and 8 laptops, 3 switches, 4 wireless access points, 2 wireless bridges, 28 users (13 Microsoft Licenses for exchange online plan, 1-email only user, 15 Microsoft 365 Business Standard Licenses), 20 iPhones, 10 printers, 6 scanners, 1 copier/scanner/printer, and external security cameras. The District uses the Azure services including AD and DNS, Microsoft 365 suite of applications, a variety of other third-party software applications, and RingCentral telephone phone service and equipment.

Future growth opportunities may include but are not limited to a District wide Customer Relationship Management Software (CRM) or Enterprise Resource Planning software (ERP) program, additional tablets, and technology solutions for the District's field and operations crew.

Menu of Services



DIRBOS MENU OF SERVICES

Full-Service IT Department

CIO/CTO/Director
Strategic Advisor
Infrastructure Manager
Applications Manager
Security Engineer
Network Engineer
Database Administrator
IT Project Manager
IT Administration
IT Helpdesk
IT Governance
Vendor Management
Assessment and Remediation services
Implementation Services
Infrastructure planning, design, and upgrades

24/7 Infrastructure Management

Monitoring and Management
Networking, Servers, Storage, Backup
Virtual Environments
Virtual Private Networks
Inhouse / Cloud / Colocation
Third-party Support Management

24/7 Helpdesk + Applications Support

US Based On-site Support / Remote Support
Hardware + Software management
End-User Administration
End-User Secure Remote Access
Unified Communications
Diverse Operating System and Application Support

IBM iSeries Application Development & Support

iSeries application development, support, and enhancements.
Application Development using PHP, RPGIV, RPGILE, CLP, CLLE. (change / enhancements for existing applications).

ERP Back Office

RFP, Gap analysis, Vendor Selection
Implementation, Upgrades
Platform migration
Report Writing
Data Conversions
EDI Specialist
Application Management & Support
Custom Application Development
Business Intelligence and Analysis
Integrations with 3rd party solutions
Process Audit vs. System Functionality
Functional Reviews and Process Flow.

eCommerce Back Office

Infrastructure System Design
Inventory Management + Merchandising
POS design, Implementation, and Management
Third-party + Vendor Management
Customer service
Fulfillment Management

eCommerce Startup

Brand Identity + Marketing Strategy
Business Development Partnerships
UX/UI design + front-end development
Social Media Support
Content Strategy + Development

Cloud and Private Cloud Hosting

Public, Private and Hybrid Managed Hosting
24/7 Management and Maintenance
Managed Secondary Cloud Environments

Disaster Recovery

Planning, Design, Testing
Fail-over solutions to cloud service providers
Backup Management, Archival and Recovery

Support Service Level



WHITE GLOVE SUPPORT CONTACT INFORMATION

DIRBOS Client Support Contact

Email: help@dirbos.com

Dirbos HQ: +1-833-347-2671 - for general inquires

Text: +1-833-347-2671 - when phone or email are not available

Phone: +1-949-234-8556 - 24/7 for "**Business Critical**" escalations

Hours of Operation

- (a) 24 Hour/7 days - **Business Critical** Support
- (b) 6am - 6pm US Pacific - Same and Next Day Support

Support Level Agreement (SLA) Definitions

- (a) **Business Critical** - *<1 hour response*: Critical systems are down and business is unable to operate. (Users cannot logon, Core applications not available, *website down*, etc.)
- (b) **Business Same Day** – *2-4 hour response*: Some local services or systems are working at reduced capacity, however business can operate. *A user has a work-around*. (Printer 1 not responding, but printer 2 is working; an application is working, but a report does not email properly, etc.)
- (c) **Business Next Day** – *24 hour response*: User inquiries or future requests. (*How do I...? requests for custom reports, user account creations/modifications*, etc.)

Global Helpdesk

- a. **Phone/Email/Text**: 24/7/365 US Based Business Critical Support Line
 - i. US number managed by a live operator
 - ii. Live agent will call designated US Support member based off script
 - iii. Should an agent not be immediately available, a message will be taken and texted/emailed to the support team. The live operator will continue to attempt to reach an agent until successful

Project Timeline

Keeping the project on track

KEY MILESTONES

We have drafted the below schedule for this project and its relevant stages:

TASK / DELIVERABLE	EST DURATION
Sign Statement Of Work	ASAP
TASK 1: ONBOARDING	1-2 Weeks
TASK 2: TRANSITION	2-4 Weeks
TASK 3: ONGOING IT SUPPORT	Monthly Blocks of Hours used as Needed
TASK 4: DOCUMENTATION	As Completed

Project Costs

Keeping the project on budget

Estimated costs & Invoice Schedule

An outline of the costs for implementing and ongoing services and support.

A budgetary estimate of a Google to Microsoft migration has been included as well for review, but is optional.

Midway City Sanitation Department

Dirbos Managed Services Onboarding	50 @ \$185	\$9,250
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A block of hours used for Onboarding, Dirbos Endpoint Manager, complete systems support diagram and implement Dirbos Managed Services (DMS)

50% of the the one time fee is due upon signing and balance will be billed only if used.

DEM (Dirbos Endpoint Manager)	20 @ \$35	\$700 /month
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DEM is an Agent installed on each workstations, Server, and Network Firewall. that provides Dirbos and Internal IT staff with Remote Access Management/ Update Management / Backup / System Alerts / and Anti Virus and Malware Protection.

*Estimated number to be actualized during the onboarding and monthly

DMS (Dirbos Managed Services)	10 @ \$175	\$1,750 /month
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Monthly Prepaid Retainer Block of hours will be billed in 15 minute increments at the end of each month for the actual hours used. These hours can be used for support or projects across our menu of services.

*Estimated number of hours to get started with. These hours will be actualized each month based on usage

DLM (Dirbos Location Manager)
Site Location Management Proactive
Internal Network and device Monitoring

1 @ \$50

\$50 /month

DMS (Dirbos Managed Services)

0 @ \$185

Any additional monthly DMS (Dirbos Team Managed Services and Support) hours will be billed in 15 minute increments at the end of each month for the actual hours used.

One-off Total\$9,250

Monthly Total\$2,500/month

Additional Estimate and Invoicing Notes

This estimate is based on Dirbos current understanding of the Project Scope and Tasks as well as the Deliverables set out in this Statement of Work. 50% One time fee's are due upon signing SOW and prior to onboarding. If during the Onboarding process Dirbos finds that this estimate is off by +/- 10%, changes will be made before the 1st Monthly invoice. Monthly Invoices are Due upon receipt on or around the 1st of every month. Additional hours used in a month are calculated at the end of each month and added to the next month invoice. Example: July invoice will contain a new prepaid block of hours and the actual additional hours used for June. Each month going forward will contain a note of a previously paid block, actual hours used and a new block of go forward hours. The prepaid blocks do not roll over and are set to a minimum so that you are guaranteed that amount of work each month. if the prepaid block of hours becomes to high or to low, this can be agreed upon and changed to meet the actual business need. This Statement of Work agreement is a commitment for 12 months and will auto renew unless a 90-day termination notice is given.

All invoices are due upon receipt

Project Acceptance

Sign Electronically Below

ACCEPTANCE

This Statement of Work agreement is a commitment for 12 months and will auto renew unless a 90-day termination notice is given. If the prepaid block of hours becomes too high or too low, this can be agreed upon and changed to meet the actual business need. All invoices are due upon receipt, current discounted rates are subject to change if timely payments are not maintained.

To accept the conditions set out in this Statement of Work, simply type your name below.

We look forward to working with you on this project.



Thank you

As a hired partner, our goal is to help you run your business smoothly. Clients of all sizes can successfully use our service to complete their IT Back Office Applications and Infrastructure. Dirbos is built to see the future needs of your organization and give you the confidence that someone is covering your BOS at all times.