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DATE: April 18, 2023

TO: Mayor and Members of the City Council

FROM: Travis Sanborn, Finance Director

THROUGH: Kyle Knopp, City Manager

SUBJECT: NYLEX City of Rio Dell Service Level Agreement 2023

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Authorize the City Manager to sign and submit the NYLEX City of Rio Dell Service Level Agreement 2023

BACKGROUND AND DISCUSSION

The City of Rio Dell contracts with NYLEX as primary information technology consultants. The City was presented with the 2023-2024 proposed service contract for review. This contract will supersede all existing contracts with NYLEX and provide services at a cost of \$3,230 a month. The contract is based on 34 users with full Microsoft Office 365 premium suite applications and email. The contract provides network and end-user security required by Cal DOJ for CLETS and RIMS access. This contract also implements mobile device management required for RIMS access on iPhones and iPads on the First Net Network. The security policies and methods will fulfill the two-factor authentication and encryption requirements for sensitive documents and communications. This contract is for one year. An hourly rate sheet has also been provided as a reference for services that fall outside the scope of this agreement.

ATTACHMENTS

- City of Rio Dell Service Level Agreement 2023
- NYLEX Hourly Rate Price Structure



Service Level Agreement

For: City of Rio Dell

By: Mohsin Aziz

Effective Date: 4/1/2023

Document Owner: Mohsin Aziz

Version

Version	Date	Comment	Author
1.0	3/9/2023	First version	Mohsin Aziz

Monthly Bill

Customer Name agrees to pay NYLEX a sum of \$3230 per month due by 1st of every month for the Maintenance Services described herein. The contract amount may be renegotiated if a significant change occurs to the size or complexity of the managed system.

Approval

Company	Role	Name	Signed
NYLEX.Net Inc.	Service provider		
City of Rio Dell	Customer		
User Count	34		

Signature Date: _____

Review Period: Yearly (1 year)

Previous Review Date: _____

Next Review Date: _____

Service Agreement

Features (software and service)

- Office 365: Office applications including Word, Excel, Outlook, PowerPoint, and Publisher.
- Email: Professional outlook email with calendar sharing, mobile and desktop options, including anti-spam, and other security features.
- Email Encryption: Ability to encrypt attachments and messages with confidential information.
- Server Management: Automatic Windows Server operating system and security updates.
- Unified Threat Manager: Edge device to monitor, log, and filter network traffic entering and leaving your site. This prevents threats from reaching your servers and desktops at the network gateway.
- Endpoint Security: Highly customizable and effective security for your desktops, laptops, and mobile devices which prevents introduction of malware through Internet sites or USB sticks.
- On-Premises backups of Servers: On-premise backup of servers and shared data to provide fast recovery from backups for up to 30 days.
 - Option to store for longer period and off-site storage of backup devices is available for an additional charge.
 - Backup of cloud-based file storage such as SharePoint and OneDrive will require additional features and cost.
- The contract amount is based upon number of devices and users. Any change in these number may lead to a change in contract amount. The current user count is 34 users.

Specialty Software and Hardware

NYLEX will work with software vendors and their support to facilitate changes, and updates as required to specialty software or practice management software. The customer is responsible for maintaining a current support contract with the software vendor. NYLEX cannot replace third party software support and maintenance contract. Examples of such software include Allscripts, Sage, M-Files, Dynamics, Yardi, Autoclerk, Accufund, or other packages referred to as "Practice Management Software".

Equipment and Software Purchases

Computers, laptops, and peripherals purchased through NYLEX will not incur setup charges, but Data transfer charges may apply. Setup and configuration for hardware and software not purchased from NYLEX will be charged according to our rate sheet.

Projects

Tasks, other than regular support, which lead to significant changes to systems covered under this agreement will be worked and billed as Projects outside of this Agreement. Projects may be billed as time and materials, or a lump sum agreed upon in a scope of work document.

Service Hours

- Normal Business Hours: 8:00 A.M. to 5:00 P.M. Monday – Friday.
- Nylex is closed on weekends and for federal and state holidays.
- Calls received outside normal business hours will be forwarded to email.
- Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day.
- Email support: Monitored 8:00 A.M. to 5:00 P.M. Monday – Friday.
- Support portal and general voicemail is monitored for emergency requests by an on-call technician. Please specify if your request is urgent.

Service Delivery Systems

- Help Desk Portal: Customers submit support tickets by sending email to helpdesk@nylex.net. These tickets are logged and tracked for prompt response and resolution.
- Manned Telephone Support: If you are unable to submit an online ticket then please call our office number at 707-443-4944 to report trouble and open a ticket.
- Remote Assistance: We use our remote support tools to connect and resolve the support ticket if an Internet connection is available on the effected system.
- Onsite Assistance: If the issues cannot be solved remotely then a tech will be dispatched. There is no charge for on-site support for calls within our service area.
- Emergency Assistance: If the trouble is urgent then please call our office and specify that it is an urgent matter. Our general voice mailbox is monitored for afterhours emergency calls. We will respond as soon we receive the message. After hour emergencies will be billed under our hourly rate.

Response Time

NYLEX will respond to submitted requests as follows:

- 0-1 hour for Emergencies.
- 0-4 hours for all other requests (during business hours).
- Please specify if you need emergency assistance.

Hourly Rates

Services, outside the scope of this agreement, will be billed at our current rates as specified in the attached rate sheet. Support and installation time is billed on a per incident basis. The minimum time unit billed will be a half hour, and total time will be rounded up to the next half hour. Refer to the attached rate sheet.

Pricing for Additional Services

- NYLEX has experienced cabling techs who can run, terminate, and certify CAT5 and CAT6 ethernet cabling. Troubleshooting or installing and running network cable is excluded from the support agreement and will be billed separately.
- Incidental equipment, parts, software, and/or tools purchased exclusively for use at Customer's offices will be billed to Customer with a 15% handling/carrying fee.
- Connection setups to outside facilities, agencies, customers, clients, or vendors will be billed separately using the current hourly rate.
- Support provided during normal business hours (8:00am – 5:00pm M-F), that is outside the scope of this agreement, will be billed separately using the current hourly rates.
- Time spent on cyber insurance required audits, documentation, or changes beyond the support agreement will be billed at our current hourly rates.
- Support provided outside of normal working hours, holidays, or weekends will be billed separately using current, after hours/holiday rates.
- *The customer* is responsible for all mileage, travel time, lodging, and per diem for service outside the service area.
- Onsite response area is Trinidad to Rio Dell and east to Blue Lake.
- Equipment purchased from a third-party vendor will be configured and installed at NYLEX's standard hourly rate.
- Nylex will dispose of e-waste securely charged according to the Rate Sheet.

Exclusions

- NYLEX is not a warranty repair provider. Warranty is provided by the equipment manufacturer. Any warranty issues on equipment purchased through NYLEX or another vendor will be passed on to the manufacturer to address.
- Cameras, phones, or other hardware not installed by NYLEX are not covered by this contract and time spent on such systems will be billed at our regular hourly rate.
- NYLEX is not required to train or instruct staff on how to resolve technical problems, but such training sessions may be provided outside the contract. The

billing rate for such sessions will depend on the nature and requirements of such training.

Printers

NYLEX is not an authorized printer reseller or service shop. NYLEX will facilitate printer driver and software feature installation. The customer should have a current maintenance contract with their managed print services provider.

Reporting Personnel Changes (Hiring and Firing)

The customer should use NYLEX onboarding and offboarding forms for employee account creation and deletion. Onboarding and offboarding forms should be submitted through the help desk portal.

Submitting a Help Desk Ticket

NYLEX maintains a ticketing portal and help desk. Non-emergency requests should be submitted through the help desk portal by sending an email to helpdesk@nylex.net. In case of a technical emergency please call our office at 707-4434-4944.

Primary Contact

Customer should designate a Primary and Secondary (backup) point of contact. The Primary Contact is responsible for facilitating communication between NYLEX and the customer. NYLEX will communicate with the Primary Contact when scheduling onsite visits, sending quotes for hardware, requesting clarification or authorization, etc.

- Primary Facilities Contact: _____
- Backup Facilities Contact: _____
- Primary Billing Contact: _____

Environment

Provide a safe and secure location for network and server and networking equipment, preferably secured by a lock, and properly ventilated including a cooling system.

End of Service

This contract is for 1 year. Both parties maintain the right to terminate this contract before the next review period. Cancellation requires a 45-day written notice. The final date of service shall be referred to as the Final Out Date. Customer is responsible for all outstanding and recurring fees until the end of the contract period.

The customer must return any NYLEX owned equipment, such as the Edge Network Appliance, the backup system, and components within 5 days of the Final Out Date. The customer will be billed if NYLEX owned equipment is not returned or damaged.

Periodic Review and Renewal

This Agreement is valid from 4/1/2023 and is valid until further notice. This Agreement should be reviewed once per fiscal year. The contract will be auto renewed unless canceled by a written notice 45 days before the renewal date.



Pricing Structure for Humboldt, DelNorte and Trinity Markets

Hourly Rates Listed by Type of Service Performed

1. Support and installation time is billed on a per incident basis. The minimum time unit billed will be thirty minutes, and total time will be rounded up to the next half hour. Billable activities consist of, but are not limited to: on-site, telephone, and remote support, research and information gathering, hardware and other purchase related activities, and any other activities required to keep the customer's computer(s) and networking equipment in working order. Phone calls and inquiries that are basic in nature, where NYLEX is not required to resolve an issue or determine the cause of a problem, will not be considered billable.
2. PC and desktop support, virus and spyware removal, workgroup troubleshooting, wireless, hardware, software installation and support, application support, smart phone setup, desktop operating system trouble-shooting: **\$125.00 per hour.**
3. Server operating systems, directory services, VPN, terminal services, security configurations, installation, and support: **\$150.00 per hour.**
4. Cisco switches and routers, VOIP phone and PBX, MPLS/DS3/T1, and Polycom video installation and support: **\$175.00 per hour**
5. **NYLEX.net, Infrastructure Group:** running CAT5, CAT6, RG6, fiber optic, installation and repair of copper Ethernet cabling, other types of data line wiring, installing punch panels, wall outlets, cover molds, and campus and municipal wireless system installation and support. Install, program, troubleshoot, and service phones: **\$120.00 per hour.**
6. Tower climbing for wireless antenna and bridge installation (does not include man-lift rental or equipment configuration): **\$225.00**

7. **RATE TABLE:** Billing rates and charges

	Mon-Fri 8-5:30	Sat-Sun	After Hours Scheduled	Holidays/Emergency
Hourly Customers	Hourly Rate + travel time	1.5xHourly Rate 2 hour minimum + travel time	1.5xHourly Rate 2 hour minimum + travel time	2xHourly Rate 2 hour minimum + travel time
Service-Level Agreement Customers	See SLA	See SLA	See SLA	See SLA

If work started during working hours extends into afterhours, then only work performed after 5:30 will be subject to over time rates. All parts billed separately.

8. **Hosted Services:** NYLEX provides hosted email, Sharepoint, and Data Center services. These services may be tailored to meet your needs in and out of the office. Please ask us for a more

detailed quote based upon number of users and access type.

- a. **Email service** provides email, calendar, and address book functions on desktop and mobile devices using Microsoft Exchange Server and includes MS Outlook as client front end. Mailboxes are not limited by size or number.
 - b. **Sharepoint** service allows you to store your documents and information on our cloud based system and access them from anywhere using a web based front end.
 - c. **Data Center** services host a server to provide your local and remote users with a full Windows desktop over an encrypted connection. The service can include other Microsoft software such as Office 2016 and Visio.
9. **Phone Systems:** NYLEX is an authorized installer and reseller for a number of hybrid and Voice over IP phone systems. We can replace your existing phone system or integrate multiple offices into a single phone system to allow three digit dialing, mobile extensions, soft phones, and phone line cost sharing. Ask us for a quote tailored to your needs.
10. **Nylex.net is an authorized HP Enterprise, Lenovo Enterprise, and IBM hardware reseller**, but the customer may purchase from another source. NYLEX will provide purchasing recommendations at the customer's request. Reimbursable expenses for consumables such as small parts or one-time software purchases sent to the customer with an additional 15% handling fee.
11. Travel time billed at the regular hourly rate for services provided greater than a distance of 20 miles from our Eureka office. Work performed outside of the Humboldt, Del Norte, and Trinity markets will be subject to our San Francisco Bay Area, Sacramento Valley, and Los Angeles/San Diego hourly rates and per diem charges.
12. Data backup monitoring is available and can be set up to occur on a daily basis. We will monitor the progress of your backups and report any issues so they can be addressed and resolved. Customer is responsible for providing hardware and software.
13. Unpaid invoices will incur a charge of 18% annual after 30 days.