

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF SEBASTOPOL AUTHORIZING
 THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH MARIN IT
 FOR INFORMATION TECHNOLOGY SERVICES IN AN AMOUNT NOT TO EXCEED
 \$49,610 FOR FISCAL YEAR 2017-18

WHEREAS, the City of Sebastopol has eight departments comprised of 49 full-time equivalent employees; and

WHEREAS, the City currently has no full-time staff dedicated to information technology, nor does it have someone trained or with an information technology knowledge and background on staff; and

WHEREAS, information technology is currently centralized in the Finance Department for long term planning, and coordination between departments; and

WHEREAS, the City recognizes the need to have information technology outsourced for helpdesk and network support, application and system development and maintenance, and specific project development and implementation; and

WHEREAS, Marin IT has been performing information technology services for various municipalities and is qualified to perform information technology needed for the City;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Sebastopol authorizes the City Manager to enter into a professional service agreement with Marin I.T in the amount not to exceed \$49,610 in the budgeted account 100-1410-4210 for fiscal year 2017-18 for information technology services.

IN COUNCIL DULY PASSED this 18th day of July, 2017.

VOTE:

AYES: Councilmembers Carnacchi, Hinton, Vice Mayor Slayter and Mayor Glass

NOES: None

ABSENT: Councilmember Gurney

ABSTAIN: None

APPROVED: _____


 Mayor Una Glass

ATTEST: _____


 Mary Gourley, MMC, Assistant City Manager / City Clerk



366 Bel Marin Keys Blvd
Suite D
Novato, CA 94949
415.842.3275 Tel
415.842.3270 Fax

www.marinit.com

Information Technology Support Agreement - 7/1/2017 to 6/30/2018

Project: Weekly IT Support
From: Tim Bush & Wesley Liang
Date: March, 2017

To: Ana Kwong
7120 Bodega Ave.
Sebastopol, CA 95472

Ana,

Marin IT, Inc. is pleased to provide you with our proposal to perform network & server support as well as workstation / desktop maintenance for the City of Sebastopol.

Marin IT, Inc Responsibilities

As part of this agreement it is our understanding that we will be responsible for any support required for the City of Sebastopol to continue daily operations including but not limited to:

- Desktop virus software updates / maintenance
- Maintenance of desktop OS patches
- Local user account maintenance
- Hardware maintenance – Not including equipment, or replacement parts
- Mail client support
- VPN client support (If applicable)
- Firewall maintenance
- Router & Switch configuration / maintenance
- Assistance with installation of new equipment / applications
- Monitor local backup systems – Suggest corrective measures if system not functioning correctly
- Local windows domain maintenance (If applicable) including local name resolution, server troubleshooting, and assistance of local security policies
- Availability to assist with design and integration of new applications into local network – Example scheduling software, credit card processing
- Desktop / Misc. troubleshooting

Marin IT technicians are expected to work with the City of Sebastopol in supporting the network.

- Marin IT will provide a ticketing system to log and track all service requests
- For an additional charge Marin IT will provide a 24 hour pager number to reach technicians in the event of system failure after hours. Once a page is received, a

Marin IT, Inc. Proprietary & Confidential
City of Sebastopol - Technology Support



technician will return the call as soon as possible, and no later than 1 hour after the page is received.

In the event that issues arise which are outside of the scope of this proposal Marin IT will discuss any fee impact with the designated City of Sebastopol representative prior to proceeding with the work.

The designated Marin IT support technician responsibilities will be to perform on-site IT services as listed above, in addition to escalating any major issues to the Account Manager.

Client Responsibilities

- All client and server software licenses associated with this agreement will be obtained & managed by the end user
- The City of Sebastopol will be responsible for communicating needs & changes thru the designated representative / channels only.
- Client/building tenants are responsible for providing any client access devices, laptops, MDC, smart phones, pda's, etc.

Change / System Upgrade Process

- Discuss the need for the change in scope
- Identify the additional tasks, which need to be performed in order to complete the change in scope.
- Estimate the cost associated with the additional scope, and determine the impact on network operation.
- This agreement includes supporting IP connectivity to all City of Sebastopol locations to support facilities operations.
- This agreement can be amended (if applicable supplemental agreement can be produced) to include phone system support assuming Marin IT is factory authorized dealer of the system installed.

Marin IT, Inc. Proprietary & Confidential

City of Sebastopol - Technology Support



Pricing/Rate Schedule/Invoicing

This proposal is meant to provide support for the City of Sebastopol but does not include special projects. Any additional projects will be chargeable at the discounted rate described below or at standard Marin IT billing rates. This agreement does not include hardware. Any equipment which will be needed to perform any maintenance tasks is not included and can be provided by Marin IT, Inc., for additional cost.

This proposal provides 8 hours of onsite support each week during the term of the agreement. The hourly rate for this service is \$110. Sebastopol can expect the base annual contract to cost \$45,760.00. This annual amount does not include special projects, additional hours for emergencies, or extended weekly hours at the request of the client. Hours for support services in excess of the regularly scheduled hours will be invoiced at a discounted rate of \$110 per hour (Marin IT's standard rate for support services is \$125 per hour). The rates noted here are for work during normal business hours (Monday through Friday between 8:00 AM and 6:00 PM). Rates for overtime and nights, will be billed at 1 ½ times the regular rate. Weekends or holidays will be billed at double the rate. Rates for special projects (not covered under the scope of this agreement) will be at Marin IT's standard rates for the specific type of project, which range from \$110 to \$250 per hour.

Managed Services

Marin IT currently provides remote network monitoring services. Details and pricing for this service is attached in a separate proposal.

Invoicing

Payment shall be made within 30 days of the date of invoice. Invoices will include the date of service and a description of the services rendered. If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 18 percent per year, or the maximum percentage allowed under applicable laws, whichever is less. Buyer shall pay all costs of collection, including without limitation, reasonable attorney fees.

Marin IT, Inc. Proprietary & Confidential
City of Sebastopol - Technology Support

Warranties and Limitations of Liability

Warranties. Product warranties, if any, are provided by the manufacturer or publisher of the products. MARIN IT, INC. MAKES NO WARRANTIES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHATSOEVER. ALL SERVICES AND DELIVERABLES ARE PROVIDED ON AN "AS IS" BASIS.

Limitation of Liability. CUSTOMER AGREES THAT THE LIABILITY OF MARIN IT FOR DIRECT DAMAGES RELATED TO ANY PRODUCT OR SERVICE ARISING UNDER THESE TERMS AND CONDITIONS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE NET AMOUNT PAID TO MARIN IT BY CUSTOMER FOR THAT PRODUCT OR SERVICE WHICH IS THE SUBJECT OF THE CLAIM. MARIN IT SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF MARIN IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY

MAKES ANY REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY INFORMATION OR PRODUCTS PROVIDED TO EACH OTHER, ALL OF WHICH ARE PROVIDED, SOLD OR LICENSED "AS IS," AND THE PARTIES AGREE TO LOOK SOLELY TO THE WARRANTIES AND REMEDIES, IF ANY, PROVIDED BY THE THIRD PARTY.

Termination of Agreement

- **Discretionary.** After the first 6 months of the initial term, either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.
- **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.
- **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.
- **Return of Documents.** Upon termination, any and all documents or materials provided to



Marin IT and any and all of Marin IT documentation and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to the designated City of Sebastopol representative as soon as possible, but not later than thirty (30) days after termination.

Non-Solicitation

During the term of this agreement, and for a period of one (1) year thereafter, neither party will directly or indirectly solicit away employees or consultants of the other party.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read "Timothy R. Bush".

Timothy R. Bush

Marin IT, Inc.

Accepted By: _____

Name: _____

Date: _____

Marin IT, Inc. Proprietary & Confidential

City of Sebastopol - Technology Support



Network Monitoring Services for City of Sebastopol

Marin IT offers proactive Network Monitoring services which enables 24x7 monitoring of all core networking devices, as well as PC/Mac Desktops and Servers. Proactive Network Monitoring allows Marin IT to handle a vast array of network issues Before they become a problem for you and your business.

Service and Deliverables to Keep Your System Running Right

The Workstation Managed IT Services program provides the critical tasks to keep your system up and running. Tasks conducted by our Managed Services engineers to enable workstation managed IT services include:

- Site Assessment
 - Review system infrastructure and network security policies
- Network Consistency
 - Bring infrastructure and systems to a known state; install applications, patches, or updates required
- Site Database
 - Inventory database containing your system hardware and software
- Review Managed Service Activities
 - Service and support procedures, discretionary on-site time, and the parameters of the service

Network Monitoring features include:

- Security Patch Management
- Workstation Core Component/Services Monitoring
- Server Monitoring/Alerting
- Software License Reporting
- Disk Space, Partition and Usage Management
- Software Deployment
- End User Remote Control
- Management Reporting
- System Inventory Reporting

Network Monitoring

(SNMP Integration)

- Firewalls
 - Continuous Ping
 - Bandwidth Utilization
- Routers / Switches
 - Port Link Status
 - Bandwidth Utilization / Port

Server / Workstation Monitoring

- Host
 - Fan Status
 - Power Supply Health
 - Power Usage
 - Raid Controller (Servers)
 - Storage Volume
- Storage
 - Utilization
 - IOPs (IO operations/sec)
 - Latency
 - Health
- Performance Monitoring
 - CPU
 - Memory ballooning
 - Memory swapping
- OS
 - Windows Updates and Patch Management
 - Installed Application Control
 - Event Log Alerting / Reporting
 - Services

Patch Management

IT Professionals know that when their network is at risk, the organization is at risk. It is a challenging task to keep up with and apply security or software changes within the IT infrastructure. Especially if the networks span multiple locations, include multiple domains, traverse multiple firewalls, and include remote and home users.

Network Patch management is not just scanning for and applying fixes. Often patches need to be deployed in a test environment, undergo an approval process or require multiple steps to deploy. Marin IT provides the tools and infrastructure to enforce policies and to easily address the complexities of software and security patch deployment.

Monthly Reporting

Marin IT provides monthly comprehensive, customized reporting for all applications and monitored services throughout your network.

Term

This contract shall begin on the Effective Date. Unless otherwise terminated as provided in this contract, this contract shall terminate **1 Year** from the Effective Date.

Server/Workstation/Network Monitoring with Patch Management Services

Option 1

For a monthly fee of:	\$ 350
Annual Commitment:	\$ 4,200

Option 2

Annual Commitment: Upfront yearly payment (Includes Free Month of Monitoring Services)	\$ 3,850
--	----------

One-time Installation Fee:	\$ 0
----------------------------	------

*Monthly rate includes up to 35 devices

Selection:

Option 1

Option 2

Approval:

Signature: _____

Name: _____

Effective Date: _____