

RESOLUTION NO. 2016-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING AGREEMENT BETWEEN THE CITY OF MARINA AND TECHRX FOR INFORMATION TECHNOLOGY PROFESSIONAL SERVICES, AUTHORIZE THE CITY MANAGER TO EXECUTE AGREEMENT ON BEHALF OF CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY, AND AUTHORIZE THE FINANCE DIRECTOR TO MAKE THE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES

WHEREAS, the current city information technology professional services are inadequate; and

WHEREAS, City Information Technology Committee evaluated and researched the alternatives; and

WHEREAS, City IT Committee recommends Taygeta Network Security Services for cybersecurity and TechRX for helpdesk and network administration services; and

WHEREAS, TechRX background and contract are provided as **EXHIBIT A & B**, respectively.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby

1. Authorize the Agreement with TechRX of Salinas California for the information technology professional services; and
2. Authorize the City Manager to execute the Agreement on behalf of the City subject to final review and approval by the City Attorney; and
3. Authorize the Finance Director to make any necessary accounting and budgetary entries.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Marina, duly held on the 3rd day of May 2016, by the following vote:

AYES: COUNCIL MEMBERS: Amadeo, Brown, Morton, Delgado

NOES: COUNCIL MEMBERS: O'Connell

ABSENT: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

Draft 04-27-2016

**AGREEMENT WITH TECH R OF SALINAS, CA
FOR CONSULTING SERVICES
IN CONNECTION WITH INFORMATION TECHNOLOGY**

THIS AGREEMENT is made and entered into on May ____, 2016, between the City of Marina, a California charter city, hereinafter referred to as "City," and Tech R Technology Services Corporation, a California corporation, hereinafter referred to as "Consultant," as follows:

Recitals

1. City wishes to contract for consulting services associated with further development of its existing information technology governance and program and project management advice to better serve and inform its officials, employees and citizens.
2. Consultant represents and warrants that Consultant has the qualifications, experience, equipment and facilities necessary to properly perform services under this Agreement.
3. City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

Terms and Conditions

In consideration of the valuable consideration and mutual provisions contained herein, City and Consultant agree to the following terms and conditions:

1. Scope of Services. Consultant agrees to assist the City, as directed by the City Manager or his designee, in the further development and improvement of informational technology including, but not necessarily limited to, services related to network, and desktop support. The City hereby authorizes Consultant to access its website at www.ci.marina.ca.us and agrees to provide Consultant with "write permission" from the City's web page directory files (cgi-bin directory) and any other directories or programs which need to be accessed for the above purposes from the City's web hosting computer, servers and desktop and other computers. The Consultant's scope of services herein are more particularly described in **Exhibit A** hereto, and by this reference made a part hereof, entitled "Scope of Services." The City shall cooperate with Consultant and will furnish all information, data, records and reports as are existing and available to City to enable Consultant to carry out the work as outlined in **Exhibit A**.
2. Commencement of Services. Consultant shall commence work on the services to be provided hereunder on or before _____, 2016.
3. Term. The initial term ("Initial Term") of this Agreement shall commence on the date first written above ("Commencement Date") and end on _____, 2016 ("Termination Date"), unless terminated earlier as provided herein. The term of this Agreement may be extended for a period ("Extended Term") not to exceed thirty-six months from the Termination Date upon a writing executed by City Manager and the Consultant's authorized representative.
4. Compensation.

(a) For the services to be performed under this Agreement, including all travel charges, compensation paid by the City to Consultant shall be Eight-five Dollars (\$85.00) per hour and compensation for services provided within any seven-day period shall not exceed Two Thousand Forty Dollars (\$2,040.00). Total compensation furnished to Consultant under this Agreement during the Initial Term shall not exceed \$52,428.00. Compensation during any Extended Term shall be as set forth in the writing extending the Agreement. Compensation shall be invoiced on a monthly basis and payment is due within 30 days of receipt of Consultant's invoice. City shall make no deductions for payroll taxes or Social Security from amounts due Consultant for services provided under this Agreement. Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W-9, as issued by the Internal Revenue Service.

(b) Reimbursement for expenses may be made by the City for expenses incurred by Consultant in performance of this Agreement which have been previously approved in advance and in writing by the City Manager or his or her designee.

5. Performance of Services. Consultant shall perform all services hereunder, unless otherwise agreed to by the City. Work shall be coordinated with the City Manager or his or her designee. Consultant shall provide the City Manager or his or her designee with weekly and bi-weekly progress reports for work performed hereunder and bi-weekly attendance at the City's Information Technology Committee meetings for the purpose of providing updates. Consultant's assigned staff shall be equipped with cellular phones to communicate with City staff and wireless phone numbers shall be provided to the City.

6. Status of Consultant. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the city to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Neither Consultant nor any employees or agents of Consultant shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant shall have no authority to bind the City in any manner, nor to incur any obligation, debt or liability of any kind on behalf or against the City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by the City. Consultant shall be free to contract for similar services to be performed for other employers while under contract with the City. City reserves the right to employ other Consultants in connection with the services contemplated herein.

7. Conflicts of Interest.

(a) Consultant covenants that he has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this Agreement. Consultant shall represent the interest of the City in any discussion or negotiation with prospective vendors,

and as such, may not accept compensation, commission or payment of any type from any prospective vendor or such party's agent.

(b) City understands and acknowledges that Consultant may be, as of the date of commencement of services under this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is unaware of any stated position of the City relative to such projects. Any future position of the City on such projects shall may be considered a conflict of interest for purposes of this section.

8. Disclosure. Consultant may be subject to the appropriate disclosure requirements of the California Fair Political Practices Act, as determined by the City Manager.

9. Proprietary information. In performing services under this Agreement Consultant may receive, review or author confidential documents, information or materials which are and shall remain the exclusive property of the City. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the City Manager.

10. Ownership of Website & Documents. Ownership of the website as developed by the Consultant and all proprietary rights embodied therein is and will remain the exclusive property of the City. Any software and graphics packages purchased for the City, designs, drawings, logos, photographs, studies, surveys, reports, data, notes, computer files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to the City all such original software and graphics packages purchased on behalf of the City, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

11. Copyrights and Trademarks. The City represents to Consultant and unconditionally guarantees that any elements of text, graphics photos, designs, trademarks, logos, or other artwork furnished to Consultant for inclusion in or on the website are owned by the City, or that the City has permission from the rightful owner to use each of these elements and will hold harmless, protect and defend Consultant and its subcontractors, if any, for any claim or suite arising from the use of such elements furnished by the City.

12. Non-Discrimination. Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

13. Indemnification & Hold Harmless.

(a) City and its respective elected and appointed Council, boards, commissions, officials, officers, agents, employees and volunteers (individually and collectively "Indemnitees") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect, and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suites, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively "claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of

or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by the Consultant's performance of or failure to perform any services under this Agreement or by the negligent or willful acts or omissions of Consultant, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this Agreement.

(b) Consultant acknowledges that City would not enter into this agreement in the absence of this commitment from Consultant to indemnify, defend and protect City as set forth herein. Accordingly, the provisions of this paragraph are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the City. To the fullest extent permitted by law, Consultant shall (1) immediately defend and (2) indemnify the City, and its council members, officers, employees and agents from and against all liability, injury, damage, claims, suits, actions, arbitration or mediation proceedings, administrative proceedings, regulatory proceedings, litigation costs, losses, penalties, fines, judgments, associated investigation and administrative expenses, other expenses or defense costs of any kind (collectively "Liability"), whether actual, alleged or threatened, actual attorney fees incurred by the City, court costs, interest, defense costs including expert witness costs, costs of alternate dispute resolution, fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation, to, as a consequence of or arising out of or in connection with or in any way attributable actually, allegedly or impliedly, in whole or in part, to the Consultant's performance of this Agreement.

(c) If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from the City, shall defend Indemnitees at Consultant's expense by counsel acceptable to the City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by Consultant under Section 14 of this Agreement shall ensure Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

(d) The provisions of this section do not apply to claims occurring as a result of the City's sole negligence or willful acts or omissions.

14. Insurance. Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit B** "Insurance" which is attached hereto and made a part hereof. All insurance policies shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Consultant agrees to provide the City with copies or required policies upon request.

15. Assignment. The expertise and experience of Consultant is a material consideration for this Agreement. The City has an interest in the qualifications of and capability of the Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or the performance of any of Consultant's duties or obligations under this Agreement, without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void and shall constitute a material breach of this Agreement, entitling the City to any and all remedies at law or in equity, including summary termination of this Agreement. City acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement may, with the prior approval of the City Manager, utilize other persons. Consultant, unless otherwise provided in a prior writing signed by the City Manager, will be responsible to compensation such persons.

16. Compliance with Laws. Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain and maintain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither the City, nor any of its elected or appointed boards, officials, officers, employees or agents shall be liable at law or in equity as a result of any failure of Consultant to comply with this section.

17. Termination of Agreement.

(a) City may terminate this Agreement, with or without cause, at any time by giving ten (10) days' written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately any work in progress.

(b) Consultant may terminate this Agreement at any time upon ten (10) days' written notice to City.

(c) If either Consultant or City fail to perform any material obligation under this Agreement, then in addition to any other remedies, either Consultant or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Consultant or the City, all property belonging exclusively to the City which is in Consultant's possession shall be returned to the City. Consultant shall furnish to the City a final invoice.

18. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by overnight courier or certified mail, postage prepaid with return receipt requested, address as follows:

To City: City of Marina
 City Hall
 Attn: City Manager _____
 211 Hillcrest Avenue
 Marina, California 93933
 Tel: (831) 884-1224

To Consultant : Tech R Technology Services Corporation
 Attn: Mr. James Trautner, CEO
 78 Malarin Street
 Salinas, CA 93901
 Tel: 831-754-5926

Notice shall be deemed effective on the date personally delivered or, if by overnight courier on the next business day with confirmation of delivery, or if mailed, three (3) days after deposit of same in the custody of the U.S. postal Service.

19. Modification. No amendment to or modification of this Agreement shall be valid unless made in a writing and approved by the authorized representative of the Consultant and by the City Manager. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

20. Waiver. Waiver by any party to this Agreement of any term or condition or covenant of this Agreement shall not constitute a waiver of any other term, condition or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement.

21. Dispute Resolution. If any dispute arises between the parties as to proper interpretation or application of this Agreement, the parties shall first meet and confer in a good faith attempt to resolve the matter between themselves. If the dispute is not resolved by meeting and conferring, the matter shall be submitted for formal mediation. The expenses of such mediation shall be shared equally between the parties. If the dispute is not or cannot be resolved by mediation, the parties may mutually agree (but only as to those issues of the matter not resolved by mediation) to submit their dispute to arbitration. Before commencement of the arbitration, the parties may elect to have the arbitration proceed on an informal basis; however, if the parties are unable so to agree, then the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be binding, unless within thirty (30) days after issuance of the arbitrator's written decision, any party files an action in court.

22. Law to Govern; Venue. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Monterey. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Jose.

23. Attorney's Fees. In the event of any litigation, controversy, claim, dispute or other proceeding relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party, in addition to any other relief to which it may be entitled, reasonable expenses, attorney's fees and costs.

24. Entire Agreement. This Agreement, including the attached exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters address therein and supersedes all other agreements or understanding, whether oral or written, or entered into between Consultant and the City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party, which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

25. Severability. If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, the City and Tech R Technology Services Corporation have executed this Agreement on the dates written below.

CITY OF MARINA

**TECH R
TECHNOLOGY SERVICES CORPORATION**

Layne Long
City Manager

James Trautner, CEO

DATE: _____ 2016 DATE: _____ 2016

ATTEST:

Deputy City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A - SCOPE OF SERVICES

A. Consultant shall provide network, internet and desktop support to the City of Marina. Assistant may, on occasion, be provided remotely (by remote login or telephone assistance). Consultant will provide complete network documentation. Documentation will occur both while the Consultant is onsite and offsite. Details of work performed will be provided in a weekly report to the City Manager. Consultant will provide full hardware warranty support for any product purchased through Consultant.

B. The City hereby agrees to engage the Consultant to provide the City with services consisting of:

- 24/7 remote monitoring of all servers, workstations, networking hardware and any other information systems/equipment. Immediate notification in the event of any system or subsystem that is offline or running into potential problems.
- Daily monitoring of all backups. Monthly test restores of the most critical data. Yearly archival backups. A complex backup and disaster recovery plan will be created and followed.
- Monitoring of all firewalls, routers, wireless access points, switches, and any other network connected device, to insure it has the latest firmware; latest patches, and has sufficient security for use an enterprise level network. Audit of all remote users and vpn connections to insure they are configured and running with appropriate configurations and security.
- Server and workstation patch management. A list of approved apps will be created. All known software patches for the approved software, and any approved operation system updates will be installed on weekly basis. For any emergency patches that are released they will be applied same day.
- Normal maintenance, repair, replacement and upgrades to existing hardware including but not limited to: the Server, Workstations, Network Switches, Firewalls, Access Points and Gateways. Cost of hardware is not included in Consultant's compensation. Consultant shall be reimbursed for hardware expenses in accordance with Section 4(b) above.
- Client will be assigned a lead tech with direct access to his cell phone number.
- Client can use e-mail for helpdesk; a custom email address will be assigned for your organizations use. Most non-critical issues are reported through e-mail but phone calls are also used.
- Text messaging can also be a part of communication process between Client and Contractor
- Immediate responses to all emergency issues, which are worked on until they are resolved.

- 15 minute to 1 hour response for all service requests, remote first option or on-site as needed.
- City Manager will determine if all requests will be filtered through department heads; or if users can contact Contractor as needed.
- Weekly reports every Monday afternoon, detailing all service requests, ongoing issues, and future concerns. For emergencies a daily status email will be sent out.
- Bi-weekly progress reports to City Manager or his or her designee and attendance at the Information Technology Committee bi-weekly meetings to provide updates on current projects, system status, and recommendations.
- Quarterly status updates, on the health of the organization, equipment we need to replace or have to prepare to replace, any current trends in the industry related to how their I.T. infrastructure should be managed.
- Yearly roadmap meetings to discuss our plans for the organization over the next year. With ideas on where we will be in the next three to five years as well.

C. The services will also include any other tasks or Special projects which the Parties may agree on in writing and in advance in an amendment to this Agreement. Special projects or tasks that are requested by the City which are above and beyond the List of Services will be discussed and agreed upon before starting. These tasks and projects will be at the contracted hourly rate as stated in 4 (a) Compensation, of this contract, however, the amendment authorizing such other tasks or Special projects may provide that the compensation furnished to the Consultant may result in Consultant exceeding: (1) \$2,040.00 in any seven-day period; and/or (2) \$52,428.00 during the Initial Term of this Agreement; or (3) the maximum compensation set forth in any writing providing for an Extended Term of this Agreement.

INSURANCE

(a) Insurance Requirements. Consultant shall provide and maintain insurance acceptable to the City Attorney, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant. Insurance is to be placed with insurers with a current A.M. Best's rating acceptable to the City. Consultant shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (I) Insurance Services Office form - Commercial General Liability coverage (Occurrence Form CG 0001).
- (ii) Insurance Services Office form number CA 0001 (ed.1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.
- (iii) Worker's Compensation insurance as required by the Labor Code of the State of California and Employer's Liability insurance and covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement.

2. Minimum Limits of Insurance. Consultant shall maintain limits of insurance no less than:

- (I) General Liability: \$1,000,000 each occurrence for bodily injury, personal injury and property damage, \$2,000,000 general aggregate.
- (ii) Products/completed operations in the amount of \$1,000,000 general aggregate.
- (iii) Advertising Injury in the amount of \$1,000,000 general aggregate
- (iv) Errors and Omissions or professional liability coverage appropriate to Contractor's profession, in a form and amount approved by the City Attorney and Risk Manager, that covers the services to be performed in connection with this Agreement in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period not less than three years after completion of the services required by this Agreement.
- (v) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- (vi) If Consultant has any employees, Worker's Compensation: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per

accident or disease.

(b) Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

1. All Policies. Each insurance policy required by this Section shall be endorsed and state the coverage shall not be suspended, voided, canceled by the insurer or either party to this Agreement, reduced in coverage or in limits, except after 30 days prior written notice has been given to the City by certified mail, return receipt requested.

2. General Liability and Automobile Liability Coverages.

- (I) City, and its respective elected and appointed Council, commissions, boards, officials, officers and employees, agents and volunteers are to be named and covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; advertising injury; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City and its respective elected and appointed Council, commissions, boards, officials, officers, employees, agents and volunteers.
- (ii) Consultant's insurance coverage shall be primary insurance with respect to the City, and its respective elected and appointed Council, commissions, boards, officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, and its respective elected and appointed Council, commissions, boards, officials, officers, agents, employees and volunteers shall apply in excess of, and not contribute with, Consultant's insurance.
- (iii) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability.
- (iv) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provide to the City and it respective elected and appointed Council, commissions, boards, officials, officers, employees, agents and volunteers.

3. Workers' Compensation and Employers' Liability Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against the City, and its respective elected and appointed Council, commissions, boards, officials, officers, employees, agents and volunteers and agents for losses arising from work performed by Consultant.

(c) Other Requirements. Consultant agrees to deposit with the City certificates of insurance necessary to satisfy the City that the insurance provisions of this

Agreement have been complied with. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting coverage required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to inspect complete, certified copies of all require insurance policies, at any time.

1. Consultant shall furnish certificates and endorsements from each subcontractor or subconsultant, if any, identical to those Consultant provides.
2. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respect the City or its respective elected and appointed Council, commissions, boards, officials, officers, employees, agents and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.
3. The procuring of such required policy or policies or insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

April 27, 2016

Item No. **8g(2)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting of
May 3, 2016

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2016-,
APPROVING AGREEMENT BETWEEN THE CITY OF
MARINA AND TECHRX FOR INFORMATION TECHNOLOGY
PROFESSIONAL SERVICES, AUTHORIZE THE CITY
MANAGER TO EXECUTE AGREEMENT ON BEHALF OF
CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY
THE CITY ATTORNEY, AND AUTHORIZE THE FINANCE
DIRECTOR TO MAKE THE NECESSARY ACCOUNTING AND
BUDGETARY ENTRIES**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2016-, authorizing agreement between the City of Marina and TechRX for information technology professional services,
2. Authorizing the City Manager to execute agreement on behalf of the City subject to final review and approval by the City Attorney, and
3. Authorize the Finance Director to make the necessary accounting and budgetary entries.

BACKGROUND:

The City of Marina information technology needs are broad and complex with specific hardware and software demands for police, fire, finance, community development, GIS and other city operations. These needs continue to grow and expand as technology advances and demands of the public for more access to information continue to increase. For the past decade the City has contracted with MBay IT to oversee all day to day information technology services. This contract provides a very limited number of hours weekly for IT services, meets bare minimum day to day desk top service needs, and does not have any backup personnel available for IT support.

In the past year the City has experienced various challenges with our IT network including unauthorized system access, loss of electronic files, backup system failures, and overall network system failures. The major reasons for these problems have been:

1. Deferred technology maintenance and upgrades - including obsolete hardware and software, inadequate facility data cabling and inadequate servers.
2. Insufficient IT network administration and helpdesk support – which pertains to assisting city staff with computing devices, server management, system administration and oversight of bandwidth for optimal network performance.
3. Inadequate cyber security – which pertains to protecting the city network, information and data from unauthorized outside access and attacks.

In November 2015, the City Council authorized funding for the Information Technology

Stabilization project to address the deferred technology maintenance, upgrades and various technology vulnerabilities. An internal IT Committee was established consisting of the Finance Director, Police Chief, Fire Chief and a third party technology expert. The IT Committee conducted several technology audits and reviews which substantiated the need for the City to initiate timely corrective actions. These actions are necessary to protect vital City information and provide an information technology environment to effectively deliver services. Below is the IT Committee's analysis and recommendation.

ANALYSIS:

To protect the City's technology security, this report and discussion are focused on the project objectives instead of delineating the specific problems and gap areas within the City technology infrastructure. The IT Committee evaluated multiple alternatives to address the City technology problems which would be both effective and financially feasible within the City's budget constraints. This included evaluating hiring full time city IT employees and interviewing several local IT firms. The IT Committee recommends a two-pronged hybrid approach to address the City's current and future IT administration needs. Hiring one vendor to specialize and focus on overseeing the City's cyber security needs and another vendor to focus on network administration and helpdesk support. Given our current situation this will provide the City with optimal coverage in a cost-effective manner.

The recommended new service providers are Taygeta Network Security Inc. for cybersecurity and TechRx for network administration with helpdesk support. Taygeta and TechRX are both local technology firms, founded in 1995 and 2001, respectively. The Taygeta contract will be brought to City Council on May 17th. The TechRx contract is provided now for City Council consideration and approval.

Both service contracts are drafted for a 6-month effective period with the City Manager authority to extend up to three (3) years at his determination. The IT Committee has expressed to both service providers that the 6-month period will provide the City with an evaluation period of this arrangement and the flexibility to modify as needed. The Taygeta company background and contract are included as ("**EXHIBIT A & B**").

FISCAL IMPACT:

The current FY15/16 budget appropriation for information technology professional service is \$106,000. The TechRX service contract provides for an annual compensation of \$106,080, which includes 24 per week of services at a discounted hourly rate of \$85 (30% discount). In comparison to the current service provider, this proposed contract will provide more service hours per week and at a lower hourly rate.

CONCLUSION:

This request is submitted for City Council consideration and possible action.

Respectfully submitted,

Lauren Lai, CPA
Finance Director
City of Marina

REVIEWED/CONCUR:

Edmundo Rodriguez
Police Chief
City of Marina

Doug McCoun
Fire Chief
City of Marina

Layne P. Long
City Manager
City of Marina