

**CITY OF SEBASTOPOL
CITY COUNCIL
STAFF REPORT**

Meeting Date: July 17, 2018
To: Honorable Mayor and City Councilmembers
From: Ana Kwong - Finance Director
Subject: Approve and Authorize the City Manager to execute the related contract with Marin I.T for Information Technology Services not to exceed \$57,760.
Recommendation City Council adopt the information technology contract
Funding: Currently Budgeted: X Yes _____ No _____ N/A
Net General Fund Cost: \$23,840
If Cost to Other Fund(s),
Fund: Water \$17,388, Sewer \$16,532

INTRODUCTION: This item is to request that the City Council Approve and Authorize the City Manager to execute a contract with Marin I.T for Informational Technology Service for FY2018-19.

BACKGROUND:

The City of Sebastopol has nine departments with 49 full-time equivalent employees. The City currently has no full-time staff dedicated to information technology (I.T), nor does it have someone trained with an I.T background. Information Technology leadership at the City is currently centralized in the Finance Department, including the Police Department, for long-term planning and coordination between departments. The City is currently procuring I.T services through Marin I.T on a pay as you go basis. These services include: client desktop support, network and system administration, applications development and maintenance, database administration, and specific project development and deployment and support. Each week, Marin I.T provides eight hours of I.T support on site and every other Friday for 4 hours of I.T support at the Police Department.

DISCUSSION:

Marin I.T provides experience, service delivery and capability to enhance the City's current I.T infrastructure. Marin I.T is based in Novato, CA and currently serves municipal clients including the City of St. Helena, Calistoga, San Rafael, Vallejo, and Ross Police Department, County of Napa to name a few. The Finance Department has been, and will continue to be, overseeing, managing and serving as the City liaison to the consultant assisting other departments in issues related to I.T needs and supports. Marin I.T will also be available to provide consultation on additional I.T related matters as deemed necessary by the Finance Director with coordination of other departments at an hourly rate not to exceed \$110 and approved by the City Manager or his designee. The City budget for FY18-19 allocated \$57,760 under account 100-1410-4210 (\$45,760) and 100-3202-4210 (\$12,000) for Information Technology outsourcing needs.

RECOMMENDATION: Staff recommends the City Council approve and authorize the City Manager to execute the related contract with Marin I.T.

Attachment(s):

- Resolution
- Marin I.T Proposal

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF SEBASTOPOL AUTHORIZING
THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH MARIN I.T.
FOR INFORMATION TECHNOLOGY SERVICES IN AN AMOUNT NOT TO EXCEED
\$57,760 FOR FISCAL YEAR 2018-19

WHEREAS, the City of Sebastopol has nine 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 centralize 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 qualifies 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 \$57,760 in the budgeted account 100-1410-4210 (\$45,760) and 100-3202-4210 (\$12,000) for fiscal year 2018-19 for information technology services.

IN COUNCIL DULY PASSED this 17th day of July, 2018.

VOTE:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: _____

Mayor Patrick Slayter

ATTEST: _____
Mary Gourley, MMC, Assistant City Manager / City Clerk



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Information Technology Support Agreement - 7/1/2018 to 6/30/2019

Project: Weekly IT Support
From: Tim Bush & Wesley Liang
Date: May, 2018

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. This proposal covers City Hall, Public Works, and Sebastopol Fire & Police departments.

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 /Server/LAN and WAN Misc. troubleshooting and resolution

Support for Sebastopol Police Department includes all of the above plus the following:

- Front-line application support for CAD and RMS (SunRidge Systems RIMS)
- IT/Network compliance assistance for DOJ/FBI/Government

Marin IT, Inc. Proprietary & Confidential

City of Sebastopol - Technology Support

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 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.

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 for City Hall, Fire, and Public Works. The hourly rate for this service is \$110. Sebastopol can expect the base annual contract to cost \$45,760.00. This proposal also includes 4 hours of bi-weekly support (every other Friday) for the Sebastopol Police Department at an additional (annual) cost of \$12,000, bringing the total cost of the proposal to \$57,760.00.

With regard to Police support, if the need arises for Marin IT to provide support outside of the arranged time, the city may choose to receive a bill against the monthly support schedule and have Marin IT skip the next visit. Sebastopol may also choose to receive a separate bill for services rendered and keep the regular scheduled visit. If the support event requires more than 4 hours, the Marin IT account manager will discuss payment options with the City.

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.

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.

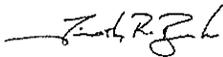
Termination of Agreement

- **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



Timothy R. Bush – Sr. Account Manager/Project Engineer

Marin IT, Inc.



City of Sebastopol

Marin IT, Inc.

Accepted By: _____

Accepted By: _____

Name/Title: _____

Name/Title: _____

Date: _____

Date: _____