

**MEMORANDUM**

**TO: HONORABLE MAYOR & CITY COUNCIL MEMBERS**  
**FROM: DENNIS McLEAN, DIRECTOR OF FINANCE & INFORMATION TECHNOLOGY**  
**DATE: NOVEMBER 15, 2011**  
**SUBJECT: PROFESSIONAL/ TECHNICAL SERVICES AGREEMENT FOR SERVICES REGARDING THE INFORMATION TECHNOLOGY SYSTEM**



**REVIEWED: CAROLYN LEHR, CITY MANAGER** 

**RECOMMENDATION**

Approve the Professional/ Technical Services Agreement for Services Regarding the Information Technology System between the City and Palos Verdes on the Net.

**EXECUTIVE SUMMARY**

*(Author's Note: the Executive Summary is intended to provide the reader with a brief overview of Staff's findings and recommendations, which are later found in the body of this Staff Report)*

Palos Verdes on the NET ("PVNET") has provided day-to-day IT services to the City since 1998. The proposed Professional/ Technical Services Agreement for Services Regarding the Information Technology System (the "Agreement") will clarify and refine the terms and conditions of the current agreement between PVNET and the City, as well as provide terms and conditions that will serve both parties during and after completion of the implementation of the IT Plan approved by the City Council on November 1, 2011. Although the proposed Agreement is for a 2-year term, the City Council will always have the right to direct a bid process for IT services and exercise the 90-day notice to terminate provision. However, if approved, the proposed 2-year term will allow for a more seamless implementation of the IT Plan, followed by the implementation of the replacement of the Sun Gard accounting system with an enterprise resource planning ("ERP") system. Staff believes that maintaining PVNET as the IT consultant and provider during both implementations is prudent to insuring continuity for the City's IT System that is extremely vital to the operation of the City.

The Agreement includes fixed monthly fees totaling \$270,000 annually for website, user help desk, server support, email and GIS services. Additional services (i.e. future upgrade

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from Microsoft Office Professional 2010 to the next Office version expected in 2012) will continue to be billed at \$40/hour for technical staff and \$55/hour for services provided by Ted Vegvari, PVNET's Director. PVNET has maintained the same rate since 2005. The Fee Schedule does not include a provision for annual consumer price index increases for any fees during the Term of the Agreement.

The FY11-12 budget was based upon an estimate that the total cost of IT services provided by PVNET would be about \$310,000, including fixed monthly fees described above and additional services (i.e. system-wide desktop computer upgrades) as described in Exhibit "B" - Scope of Services. The "total" FY11-12 budget includes appropriations of \$93,800 and \$599,200 for voice and data programs of the City. The FY11-12 budget is sufficient to absorb the estimated cost of operating services provided by PVNET. All costs for services that would be provided by PVNET during the implementation of the IT Plan have been budgeted, funded and accounted for in the Equipment Replacement fund, as described in the staff report titled "IT INFRASTRUCTURE PLAN, dated November 1, 2011.

### **BACKGROUND AND DISCUSSION:**

At its meeting on November 1, 2011, the City Council approved the Information Technology Infrastructure Plan (the "IT Plan") that was recommended by staff, its advisors and validated by Dyntek, an international IT consulting firm who independently reviewed the IT Plan. The IT Plan will be implemented in four phases as follows:

- 1) **Phase 1 (1<sup>st</sup> month):** Purchase and execution of MS enterprise-wide license and software assurance agreements, followed by phased software and hardware deployment;
- 2) **Phase 2 (1<sup>st</sup> – 3<sup>rd</sup> month):** Migration of dedicated application servers to a virtualized high availability (redundant) server configuration with the purchase of a Dell virtual machine ("V/M"). The Dell V/M will be clustered together to enable user access at all times with no chance of downtime. The Dell V/M includes (3) three PowerEdge R710 servers, (2) two PowerConnect 6224 Switches and (1) one P6000E storage array;
- 3) **Phase 3 (3<sup>rd</sup> month):** Replacement of the Cisco call manager server and software in conjunction with the migration from the Cisco voice messaging system (commonly known as the City's Cisco voice over Internet protocol phone system) to MS Exchange and Lync unified (voice, video conferencing and email) communication system. The upgrade was approved by the City Council in 2010. However, Staff deferred the upgrade to enable integration with the Dell V/M; and
- 4) **Phase 4 (4<sup>th</sup> – 6<sup>th</sup> month):** Replacement of about 60 desktop computers.

The proposed Agreement will clarify and refine the terms and conditions of the current agreement between PVNET and the City, as well as provide terms and conditions that will

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serve both parties during and after completion of the implementation of the IT Plan.

## **Brief History - PVNET**

PVNET is a non-profit organization formed in 1995 as a center for community services, including computer education, IT internships, web-hosting, free email services and technology support for PV residents and community-based organizations. PVNET began providing the City with day-to-day IT services in accordance with a Professional Services Agreement (the "PSA") dated September 2, 1998, after selection by the City Council pursuant to a formal bid process. The PSA was modified on September 20, 2005 to reflect then-current service levels and fees. Staff is satisfied with the level and quality of service provided by PVNET. During PVNET's tenure, the City's IT system has transitioned from an unstable network with one server running on unstable desktop computers to the reliable, secure IT system that exists today (see staff report titled "IT INFRASTRUCTURE PLAN, dated November 1, 2011)...

The IT system has been developed by Staff with PVNET in a collaborative effort similar to the cost effective relationship that exists with Palos Verdes Peninsula Land Conservancy and the Mountains Recreation & Conservation Authority. Staff believes that the relationship has enabled the City to deliver cost-effective IT services to Staff users and the City's residents comparable to other larger California cities. From time to time, PVNET has provided pro-bono services to the City (i.e. wireless Internet services at the Civic Center and PVIC, providing its training center at no cost, its production of the documentary about the founding of the City and the development of the Listserver system in 2003), as well as other Palos Verdes Peninsula civic groups.

## **2008 IT Study Performed by Management Partners**

In its February 2008 Organizational Assessment Report, Management Partners states that the IT system: "...have several elements that, while common to California cities, are much more fully functionally developed than in many contract cities." Management Partners' report also stated: "Systems in use in contract cities are mostly simple applications offering basic services." As an example, the City's website features:

- A listserver system that enables Staff to send informational emails to subscribers about a broad range of City topics, including traffic alerts, emergency information, City Council and advisory meeting agendas, staff reports, updates regarding recycling, development projects under consideration and information about the City's public works projects (i.e. Street and storm drains);
- A non-emergency reporting system that enables the public to send email messages to City staff about downed trees, plugged storm drain catch basins, pot holes or questions about how to obtain a permit to install a furnace;
- Provides video-on demand replay of City Council meetings and Planning Commission meetings over the Internet;

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- Allows business license applications processing and online credit card payment; and
- Text messaging updates during emergency events.

Management Partner's reported: "Other than Laguna Hills, the other peer cities [selected by Management Partners for comparisons] have very simple designs, few total pages, and static content." Although the website is content-rich, Staff is currently working with PVNET to revise the Main Page access and improve the experience for the City's residents and other users.

The FY11-12 budget includes appropriations of \$93,800 and \$599,200 for voice and data operations of the City, about 3% of the General fund budget when combined. In its 2008 Organizational Report, Management Partners stated: "The major IT consulting groups and municipal consulting groups have reported that post year 2000, IT spending for small governments are clustered in the range of 3 to 6% of "Operating and Maintenance" funding..."

In its 2008 Report, Management Partners presented recommendations regarding the City's IT system and its relationship with PVNET. With the approval of the proposed Agreement that includes the establishment of service level expectations of PVNET (see Exhibit "C"), staff believes that all of the action items established by the City Council on August 18, 2008 have been satisfied, except for the recommendation to analyze the merits of conducting a bid process for IT support services. As described later in this staff report, staff continues to recommend a phased bid process, deferred until after the implementation of the IT Plan and replacement of the City's Sungard accounting and business licensing system with a fully-integrated ERP system.

### **Proposed Professional/ Technical Services Agreement for Services Regarding the Information Technology System**

The following is an overview of the proposed Agreement between PVNET and the City:

#### Exhibit "A": Description of the CITY'S Information Technology System (the "IT System")

Although the same description of the City's IT System was included in the staff report titled "IT INFRASTRUCTURE PLAN, dated November 1, 2011, Exhibit "A" includes:

- A more detailed description of City-owned servers that are supported by PVNET; and
- A description of the four phases of the IT plan that leads to the resulting IT System after implementation of the IT Plan (the future IT System).

#### Exhibit "B": Scope of Services

- Establishment of written service level expectations, based upon more than 10 years

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- experience;
- Transition from hourly billings for Help Desk Support Services and GIS Services to fixed monthly fee, based upon the trends and history of more than 10 years experience;
- Clear description of “additional services” attributable to Help Desk Support Services, Server & IT Infrastructure Support Services and GIS Services subject to hourly billing rates;
- A description of the expected change of scope of services after the IT Plan has been implemented (i.e. PVNET will no longer provide email services using its own server and software); and
- Descriptions of emergency and non-emergency after hour services and applicable rates.

Exhibit “D”: Schedule of Fees includes the following:

**Fixed Monthly Fees:**

Help Desk Services:	\$11,500/month
Server & IT Infrastructure Support Services (Before implementation of IT Plan):	\$ 2,800/month
Server & IT Infrastructure Support Services (After implementation of IT Plan):	\$ 2,000/month
Website Services:	\$ 4,000/month
Email Services (Before implementation of IT Plan):	\$ 1,500/month
Email Services (After implementation of IT Plan):	\$ 0/month
GIS Services:	\$ 6,000/month

**Hourly Rates:**

Ted Vegvari	\$ 55/Hour
Other Technical staff	\$ 40/hour
Emergency and after CITY business hours	\$ 75/hour

The Fee Schedule does not include a provision for annual consumer price index increases

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for any fees during the Term of the Agreement.

### **Term**

Staff recommends establishing a two-year term of the proposed Agreement for the following reasons:

- 1) The implementation of the IT Plan is expected to take about six months. The implementation of the IT Plan should be performed by the implementation team, led by staff, with the majority of the work to be performed by PVNET without any interruption of service.
- 2) Subject to future consideration by the City Council, the proposed replacement of the City's Sungard accounting and business licensing would immediately follow the implementation of the IT Plan. The City has retained the Government Financial Officers Association ("GFOA") to support the replacement of the current system with an integrated ERP system that would improve efficiencies and service delivery with electronic processes (ex. facility rental, permit tracking, project management and contract management). Staff expects to make a recommendation for the ERP system in early 2012. The implementation of the ERP system should be performed by the same implementation team, led by staff, with the majority of the work to be performed by PVNET without any interruption of service.
- 3) The City Council may wish to consider directing staff to conduct a bid process for all, or a portion of, IT services that are currently provided by PVNET. Because the IT System is the electronic document backbone of the City administration, staff recommends that any bid process for IT services be conducted in phases, to improve, and hopefully insure, the seamless transition to any IT service provider. Staff recommends that a bid process, if any, for IT services should be phased and separated for website services, Help Desk support, IT Infrastructure support and GIS Services. The cost benefits of internal staffing all, or a portion of, IT services should be analyzed and independently validated as a part of the process.

### **FISCAL IMPACT**

In the staff report, dated September 20, 2005, regarding an update of the City's GIS system, as well as the scope of services and rates, estimates of the cost per FTE for IT support was presented. The following table includes those estimates presented on September 20, 2011, as well as an estimate of the cost per FTE for IT services provided by PVNET based upon their staffing level in accordance with the proposed Agreement:

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	<b>September 20, 2005 Staff Report</b>	<b>November 15, 2011 Staff Report</b>
Maintenance of the City's website	0.75	0.75
Maintenance of the City's IT system	1.25	1
Maintenance of the City's GIS System	0.25	0.5
Advisory services performed by Ted Vegvari	0.25	0.5
<b>Total estimated FTE's</b>	<b>2.5</b>	<b>2.75</b>
FY05-06 estimated cost of services expected to be provided by PVNET	\$ 240,000	\$ 270,000
Estimated hourly rate per FTE	\$ 46.15	\$ 47.20

The Agreement includes fixed monthly fees totaling \$270,000 annually for website, user help desk, server support, email and GIS services. Additional services (i.e. future upgrade from Microsoft Office Professional 2010 to the next Office version expected in 2012) will continue to be billed at \$40/hour for technical staff and \$55/hour for services provided by Ted Vegvari, PVNET's Director. PVNET has maintained the same hourly rate since 2006, when it was actually decreased \$5/hour. The Fee Schedule does not include a provision for annual consumer price index increases for any fees during the Term of the Agreement.

The FY11-12 budget was based upon an estimate that the total cost of IT services provided by PVNET would be about \$310,000, including fixed monthly fees described above and additional services (i.e. system-wide desktop computer upgrades) as described in Exhibit "B" - Scope of Services. The "total" FY11-12 budget includes appropriations of \$93,800 and \$599,200 for voice and data programs of the City. The FY11-12 budget is sufficient to absorb the estimated cost of operating services provided by PVNET. All costs for services that would be provided by PVNET during the implementation of the IT Plan have been budgeted, funded and accounted for in the Equipment Replacement fund, as described in the staff report titled "IT INFRASTRUCTURE PLAN, dated November 1, 2011.

Attachments:

Professional/ Technical Services Agreement for Services Regarding the Information Technology System of the City of Rancho Palos Verdes

**Professional/ Technical Services Agreement for Services  
Regarding the Information Technology System of the City of  
Rancho Palos Verdes**

**Between**

**Palos Verdes on the NET, Computer Technology Center, a  
California nonprofit public benefit corporation  
("CONSULTANT")**



**&**

**The City of Rancho Palos Verdes**

THIS AGREEMENT ("Agreement") is made and entered into this 15<sup>th</sup> day of November, 2011 by and between the City of Rancho Palos Verdes (hereinafter referred to as the "CITY") and Palos Verdes on the NET, Computer Technology Center, a California nonprofit public benefit corporation (hereafter referred to as "CONSULTANT").

IN CONSIDERATION of the covenants hereinafter set forth, the parties hereto agree as follows:

## ARTICLE 1 SCOPE OF SERVICES

### 1.1 Description of CITY'S Information Technology System

The CITY'S information technology system is described in the attached Description of the CITY'S Information Technology System (see Exhibit "A") which is incorporated herein by this reference.

### 1.2 Description of Services

CONSULTANT shall provide all services necessary to operate and maintain CITY'S Information Technology System, or any modifications made to it, in accordance with information technology industry best management practices, in accordance with the attached Scope of Services (see Exhibit "B") and Service Level Addendum (see Exhibit "C"), both of which are attached hereto and incorporated herein by this reference.

CONSULTANT shall not be responsible for delay, nor shall CONSULTANT be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, or acts of God, or the failure of CITY to furnish timely information or to approve or disapprove CONSULTANT's work promptly, or delay or faulty performance by CITY, other consultants/contractors, or governmental agencies, or any other delays beyond CONSULTANT's control or without CONSULTANT's fault.

### 1.3 Use License

CONSULTANT has developed proprietary computer programming codes used in connection with various software, including, but limited to, Microsoft SQL, Cold Fusion and Java Script, which are operating on servers owned by CONSULTANT and utilized in the delivery of services to CITY, including, but not limited to, website services, the Listserver system, the emergency notification system, the Emergency Incident Management System, the GIS System and the Inventory Management System. CONSULTANT retains ownership of such proprietary computer programming codes and grants a user license to CITY for these codes and programs provided by CONSULTANT during the term of this Agreement.

## ARTICLE 2 COMPENSATION

## 2.1 Fee

CITY agrees to compensate CONSULTANT in accordance with the attached Fee Schedule (See Exhibit "D"), which is attached hereto and incorporated herein by reference for the services that are described in Article 1.

## 2.2 Payment Address

All payments due CONSULTANT shall be paid to:

Palos Verdes on the NET  
30940 Hawthorne Boulevard  
Suite 101  
Rancho Palos Verdes, CA 90275

## 2.3 Terms of Compensation

CONSULTANT shall submit monthly invoices for services performed in the previous month. CITY agrees to authorize payment for all undisputed invoice amounts within thirty (30) days of receipt of each invoice. CITY agrees to use its best efforts to notify CONSULTANT of any disputed invoice amounts or claimed completion percentages within ten (10) days of the receipt of each invoice. However, CITY's failure to timely notify CONSULTANT of a disputed amount or claimed completion percentage shall not be deemed a waiver of CITY's right to challenge such amount or percentage.

Additionally, in the event CITY fails to pay any undisputed amounts due CONSULTANT within forty-five (45) days after invoices are received by CITY, then CITY agrees that CONSULTANT shall have the right to consider said default a total breach of this Agreement and may be terminated by CONSULTANT without liability to CONSULTANT upon ten (10) working days advance written notice to CITY.

## 2.4 Additional Services

CITY may request additional specified work under this Agreement. All such work must be authorized in writing by the CITY's Director of Finance and Information Technology prior to commencement of the additional work.

## 2.5 Term of Agreement

This Agreement shall commence November 15, 2011 and shall terminate on December 31, 2013 unless sooner terminated pursuant to Article 4 of this Agreement. Additionally, there shall be an option to renew the Agreement for an additional year with the mutual written consent of both parties.

## ARTICLE 3 INDEMNIFICATION AND INSURANCE

### 3.1 Indemnification

CONSULTANT shall defend, indemnify, and hold the CITY, its officials, officers, employees, agents and independent contractors serving in the role of CITY officials, and volunteers (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively "Claims"), in any manner arising out of or incident to any acts or omissions of CONSULTANT, its officials, officers, employees or agents in connection with the performance of this Agreement, including, without limitation, the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, CONSULTANT shall defend Indemnitees at CONSULTANT's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. CONSULTANT shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by CONSULTANT or Indemnitees. All duties of CONSULTANT under this Section shall survive termination of this Agreement.

### 3.2 General Liability

CONSULTANT shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Commercial General Liability Insurance, with minimum limits of one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) general aggregate for bodily injury, death, loss or property damage for products or completed operations and any and all other activities undertaken by CONSULTANT in the performance of this Agreement. Said policy or policies shall be issued by an insurer admitted to do business in the State of California and rated in A.M. Best's Insurance Guide with a rating of A: VII or better.

### 3.3 Automobile Liability

CONSULTANT shall at all times during the term of this Agreement obtain, maintain, and keep in full force and effect, a policy or policies of Automobile Liability Insurance, with minimum of one million dollars (\$1,000,000) per claim and occurrence and two million dollars (\$2,000,000) in the aggregate for bodily injuries or death of one person and five hundred thousand dollars (\$500,000) for property damage arising from one incident.

### 3.4 Worker's Compensation

CONSULTANT agrees to maintain in force at all times during the performance of work under this Agreement worker's compensation insurance as required by the law. CONSULTANT shall require any subcontractor similarly to provide such compensation insurance for their respective employees.

### 3.5 Notice of Cancellation

(a) All insurance policies shall provide that the insurance coverage shall not be cancelled by the insurance carrier without thirty (30) days prior written notice to CITY, or ten (10) days notice if cancellation is due to nonpayment of premium. CONSULTANT agrees that it will not cancel or reduce said insurance coverage.

(b) CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

### 3.6 Certificate of Insurance

At all times during the term of this Agreement, CONSULTANT shall maintain on file with the CITY Clerk a certificate of insurance showing that the aforesaid policies are in effect in the required amounts. The commercial general liability policy shall contain endorsements naming the CITY, its officers, agents and employees as additional insureds.

### 3.7 Primary Coverage

The insurance provided by CONSULTANT shall be primary to any coverage available to CITY. The insurance policies (other than workers compensation) shall include provisions for waiver of subrogation.

## ARTICLE 4 TERMINATION

### 4.1 Termination of Agreement

(a) This Agreement may be terminated at any time, with or without cause, by the CITY upon ninety (90) days prior written notice or by CONSULTANT upon one-hundred eight (180) days prior written notice. Notice shall be deemed served if completed in compliance with Section 6.14.

(b) In the event of termination or cancellation of this Agreement by CONSULTANT or CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid compensation for all services performed by CONSULTANT, in an amount to be determined as follows: for work satisfactorily done in accordance with all of the terms and provisions of this Agreement, CONSULTANT shall be paid an amount equal to the percentage of services performed prior to the effective date of termination or

cancellation in accordance with the work items; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would have been paid to CONSULTANT for the full performance of the services described in this Agreement.

## ARTICLE 5 OWNERSHIP OF DOCUMENTS

### 5.1 Ownership of Documents and Work Product

Except as set forth in Exhibit A, Part 2, all documents, plans, specifications, reports, information, data, exhibits, photographs, images, video files and media created or developed by CONSULTANT pursuant to this Agreement ("Written Products") shall be and remain the property of the CITY without restriction or limitation upon its use, duplication or dissemination by the CITY. All Written Products shall be considered "works made for hire," and all Written Products and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the CITY without restriction or limitation upon their use, duplication or dissemination by the CITY. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any Written Products.

Except as set forth in Exhibit A, Part 2, CONSULTANT hereby assigns to the CITY all ownership and any and all intellectual property rights to the Written Products that are not otherwise vested in the CITY pursuant to the paragraph directly above this one.

CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the services and the production of all Written Products produced under this Agreement, and that the CITY has full legal title to and the right to reproduce the Written Products. CONSULTANT shall defend, indemnify and hold the CITY, and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of CITY officials, harmless from any loss, claim or liability in any way related to a claim that CITY's use of any of the Written Products is violating federal, state or local laws, or any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Written Products produced under this Agreement. In the event the use of any of the Written Products or other deliverables hereunder by the CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for CITY the right to continue using the Written Products and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Written Products and other deliverables so that they become non-

infringing while remaining in compliance with the requirements of this Agreement. This covenant shall survive the termination of this Agreement.

Upon termination of this Agreement, CONSULTANT shall deliver to the CITY all Written Products and other deliverables related to this Agreement without additional cost or expense to the CITY. If CONSULTANT prepares a document on a computer, CONSULTANT shall provide CITY with said document both in a printed format and in an electronic format that is acceptable to the CITY.

## ARTICLE 6 GENERAL PROVISIONS

### 6.1 Representation

The CITY representative shall be the Director of Finance and Information Technology or his or her designee, and the CONSULTANT representative shall be Ted Vegvari, or his or her designee. These individuals shall be the primary contact persons for the parties regarding performance of this Agreement.

### 6.2 Fair Employment Practices/Equal Opportunity Acts

In the performance of this Agreement, CONSULTANT shall comply with all applicable provisions of the California Fair Employment Practices Act (California Government Code Sections 12940-48), the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 200e-217), and the Americans with Disabilities Act of 1992 (42 U.S.C. § 11200, et seq.).

### 6.3 Personnel

CONSULTANT represents that it has, or shall secure at its own expense, all personnel, who shall be technically skilled and proficient, required to perform CONSULTANT's services under this Agreement. CONSULTANT shall make reasonable efforts to maintain the continuity of CONSULTANT's staff who are assigned to perform the services hereunder. CONSULTANT may associate with or employ associates or subconsultants in the performance of its services under this Agreement, but at all times shall CONSULTANT be responsible for its associates or subconsultants' services. CONSULTANT represents that CONSULTANT has conducted security background investigations of all associates or employees or subconsultants who are retained by CONSULTANT to perform its services under this Agreement.

### 6.4 CONSULTANT's Representations

CONSULTANT represents, covenants and agrees that: a) CONSULTANT is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will

limit or prevent CONSULTANT's full performance under this Agreement; c) to the extent required by the standard of practice, CONSULTANT has investigated and considered the scope of services performed, has carefully considered how the services should be performed, and understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

#### 6.5 Conflicts of Interest

CONSULTANT agrees not to accept any employment or representation during the term of this Agreement or within twelve (12) months after completion of the work under this Agreement which is or may likely make CONSULTANT "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decisions made by CITY on any matter in connection with which CONSULTANT has been retained pursuant to this Agreement.

#### 6.6 Legal Action

(a) Should either party to this Agreement bring legal action against the other, the validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Los Angeles County Superior Court.

(b) If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

(c) Should any legal action about a project between CITY and a party other than CONSULTANT require the testimony of CONSULTANT when there is no allegation that CONSULTANT was negligent, CITY shall compensate CONSULTANT for its testimony and preparation to testify at the hourly rates in effect at the time of such testimony.

#### 6.7 Assignment

Neither this Agreement nor any part thereof shall be assigned by CONSULTANT without the prior written consent of the CITY. Any such purported assignment without written consent shall be null and void, and CONSULTANT shall hold harmless, defend and indemnify the CITY and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from any unauthorized assignment.

Notwithstanding the above, CONSULTANT may use the services of persons and entities not in CONSULTANT's direct employ, when it is appropriate and customary to

do so. Such persons and entities include, but are not necessarily limited to, specialized consultants, and testing laboratories. CONSULTANT's use of subconsultants for additional services shall not be unreasonably restricted by the CITY provided CONSULTANT notifies the CITY in advance.

#### 6.8 Independent Contractor

CONSULTANT is and shall at all times remain, as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of the CONSULTANT's employees, except as herein set forth, and CONSULTANT is free to dispose of all portions of its time and activities which it is not obligated to devote to the CITY in such a manner and to such persons, firms, or corporations as the CONSULTANT wishes except as expressly provided in this Agreement. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent. CONSULTANT shall not, at any time or in any manner, represent that it or any of its agents, servants or employees, are in any manner agents, servants or employees of CITY. CONSULTANT agrees to pay all required taxes on amounts paid to CONSULTANT under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall fully comply with the workers' compensation law regarding CONSULTANT and its employees. CONSULTANT further agrees to indemnify and hold the CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any fees due to CONSULTANT under this Agreement any amount due to the CITY from CONSULTANT as a result of its failure to promptly pay to the CITY any reimbursement or indemnification arising under this Article.

#### 6.9 Titles

The titles used in this Agreement are for general reference only and are not part of the Agreement.

#### 6.10 Entire Agreement

This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between CITY and CONSULTANT regarding the services provided by CONSULTANT to CITY and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended, or provisions or breach may be waived, only by subsequent written agreement signed by both parties.

#### 6.11 Construction

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be

resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Agreement or who drafted that portion of the Agreement.

#### 6.12 Non-Waiver of Terms, Rights and Remedies

Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by the CITY of any payment to CONSULTANT constitute or be construed as a waiver by the CITY of any breach of covenant, or any default which may then exist on the part of CONSULTANT, and the making of any such payment by the CITY shall in no way impair or prejudice any right or remedy available to the CITY with regard to such breach or default.

#### 6.13 Severability

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

#### 6.14 Notice

Except as otherwise required by law, any notice or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during CONSULTANT's or CITY's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

##### To CITY:

Responsible Person:

Dennis McLean, Director of Finance and Information Technology

CITY of Rancho Palos Verdes

30940 Hawthorne Blvd.

Rancho Palos Verdes, CA 90275

##### To CONSULTANT:

Responsible Person

Ted Vegvari, Director

Palos Verdes on the NET

30940 Hawthorne Boulevard

Suite 101

Rancho Palos Verdes, CA 90275

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

Dated: \_\_\_\_\_

Palos Verdes on the NET  
("CONSULTANT")

By: \_\_\_\_\_  
Ted Vegvari  
Director

Dated: \_\_\_\_\_

CITY OF RANCHO PALOS VERDES  
("CITY")

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
CITY Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

## **Exhibit “A” :Description of the CITY’S Information Technology System**

The CITY’S Information Technology (“IT”) system is an array of data, video and voice information systems, operating with devices like servers, cabling, routers, switches, firewalls, desktop and laptop computers, printers, scanners, phone handsets and commercially licensed software that enable access to the City Hall network, other park sites, the public switched telephone network system and the world via the Internet. Most of the IT system currently resides at the City Hall premises, while some equipment is in use at Pointe Vicente Interpretive Center (“PVIC”), the RPVTV studio, Hesse Park and Ladera Linda. All CITY-owned equipment is in the possession of CITY pursuant to the recommendation made by Management Partners in their 2008 IT study. Palos Verdes on the NET (“PVNET” and also referred to as “CONSULTANT”), the CITY’S IT advisor, owns and manages certain hardware and software (see **IT Systems Owned by CONSULTANT** later in this Exhibit) used to deliver services to CITY.

### **PART 1. IT System – Owned by CITY**

The following is an overview of the IT System by category:

#### Communication – Voice, email and the website

CITY installed a Cisco voice over Internet protocol (“VOIP”) system for phone call management and voice messaging in 2002. The warranty and support of the Cisco VOIP system is provided by NexusIS. PVNET provides on-demand assistance to support the Cisco VOIP, including, but not limited to, the day-to-day management of the NexusIS relationship on behalf of CITY. PVNET also manages the delivery of public telephone and Internet services provided to CITY. A few CITY-owned cell phones are used by field personnel.

#### Desktop computers

CITY owns desktop and laptop computers used by staff and independent contractors to provide services to CITY’S residents. Some desktop computers are dedicated for use at public counters to serve residents and members of the public. Some desktop computers are used by part-time staff and docent volunteers in park site offices. Most of the desktop computers are running on the Microsoft (“MS”) XP operating system and the Office 2003 productivity software suite. Certain desktop computers have Adobe Photoshop, Ascent for computer aided drafting (“CAD”), Google Earth Pro, Cognos and Crystal report writer software and MS Project to improve work productivity.

#### Data services

CITY staff and independent contractors use the following data systems in delivery of services to CITY’S residents:

Acella (a/k/a Tidemark) permit tracking – CITY owns the server and licenses the Acella permit tracking system used by the Community Development Department for managing the building permit process. The system was acquired in 2001 and is expected to be replaced with a new ERP system, subject to a future recommendation to the City Council and their approval.

Laserfiche Document Management System – The Office of the City Clerk is beginning the implementation of the Laserfiche electronic document management system. The system will establish a secure, reliable system for electronic document management of critical CITY documents and eventually reduce paper files.

Sungard accounting and business licensing – CITY owns the server and licenses the Sungard accounting and business license system that runs on a legacy IBM platform. CITY has retained the Government Financial Officers Association (“GFOA”) to support the replacement of the current system with an integrated Enterprise Resource Planning (“ERP”) system that would improve services with electronic processes (ex. facility rental, permit tracking, project management and scheduling). CITY Staff expects to make a recommendation for the replacement ERP in early 2012.

Enterprise Project/Work Management (“EPM”) Live project management – With the support of PVNET and EPM, the Public Works Department has been implementing the EPM Live system for project management. EPM Live operates on a MS SharePoint platform that provides collaboration and process development running on a dedicated server owned by CITY. The EPM Live application allows engineers and other project managers to customize their data set and track project chronology, milestones and cost data.

ADP Payroll – CITY utilizes the web hosted payroll services provided by ADP to fulfill the CITY’s payroll needs. The CITY’s plan is to continue using ADP in the future to assist in compliance issues with regard to new laws that affect payroll.

CoreLogic parcel data services – CITY staff and independent contractors utilize CoreLogic for accessing current parcel ownership information, including lot parcel shape files, easements and zoning data.

Cougar Mountain – Software that is used for point-of-sale and inventory management at PVIC. Staff expects that this software will be replaced with the acquisition of the ERP system.

#### Video services

Telvue – Provides support for the digital broadcasting system used by RPVTV. Additionally, RPVTV utilizes several CITY owned digital cameras and desktop computers for the production and broadcast of CITY’S programming and videos.

#### IT Infrastructure

#### **(Prior to Implementation of the IT Infrastructure Plan Approved by the City Council on November 1, 2011)**

Servers - Most of CITY’S IT Infrastructure is operated at the City Hall facility. A temperature controlled room stores a rack of dedicated servers that operate the voice and data systems. Currently, fourteen (14) dedicated servers are used to access the network, store work product data files operate the phone and voice messaging systems.

Exhibit “A”

Applications, including the Sungard accounting and licensing system, the Acella permit tracking system, the Public Works EPM Live project management systems, the LaserFische document management system, are operated with dedicated servers on the CITY'S IT System. Additionally, dedicated servers manage access to all printers, create and broadcast RPVTV programming and remotely monitor the health and security of the entire IT system. One of the goals of the IT Infrastructure Modification Plan (the IT Plan") approved by the City Council on November 1, 2011 is to combine the operations of nearly all of the dedicated servers on to a virtualized high availability (redundant) server configuration.

In addition to the dedicated Acella, Laserfiche, EPM and Sun Gard servers described above, CITY owns the following servers:

**Primary Server** - The primary server provides 1.8 terabytes of magnetic drive media used to store all data created and utilized by CITY staff and independent contractors on a day to day basis, as well as electronic data received from outside sources. Files are stored in organized directories. Access to files is based on each individual staff member's level of authority. The Director of Finance and Information Technology, or designee, sets the policy regarding user rights that are followed by the server "Administrator". Based on policy, user's accounts are created by the Administrator and each user is granted rights and privileges to network resources governed by the rpv.com *Active Directory* on the primary server. All authorized network users are provided with a basic set of standardized drive mappings, space for their files, and access to specific data as directed by the Director of Finance and Information Technology, or designee, in collaboration with Department Directors. In addition, each department, and in some cases, individuals, have unique configurations, specialized software, and access rights which require individualized management and specialized support. Complete primary network server data backups are stored offsite with Iron Mountain and one set of backups are on site. Offsite storage media is rotated on a weekly basis.

**Back-up server** - The backup server for has 4 hot swappable hard drives. The Microsoft Windows backup utility makes a backup of all RPV data on the servers every weekday. The current week's back-up drive gets swapped out every Friday and a spare drive gets put in its place. The week's backup drive goes to a secure off-site storage location.

**Emergency Backup server** - This Windows 2003 Server is an offline backup server to be used to restore data from offsite removable drives in the event of a primary data server failure or other catastrophe. This server is part of a "KIT" which includes all the necessary components to quickly deploy a fully functional emergency network in any location that has useable electricity. This system is setup and tested quarterly to confirm that it is functional. This server is locked in a watertight storage box at a remote site under CITY'S control. Certain City staff and IT staff have physical access to this system. PVNET staff performs system upgrades when necessary. Fall back and restoration options are incorporated into the process. Mirrors are stored, and complete data backup is performed prior to any major software upgrade.

**FTP server** – The EPM Live (described above) and FTP operate on a virtualized server. The FTP server enables secure uploads and downloads of large files between CITY staff,

Exhibit "A"

independent contractors and third party vendors and consultants.

**Network Monitoring Server** - This system is used to monitor availability of network services for desktop PC's and servers and the Cisco VOIP operating on the CITY'S IT System. The system uses IPSwitch WhatsUp monitoring software. The system emails PVNET staff when equipment outages occur and keeps records of uptime.

**PVIC Server** - This server supports the entire Point Vicente Interpretive Center, staff and volunteers. The server works in conjunction with two cashiering stations to handle all accounting and point of sales needs for the PVIC store. The server also acts as a file server and print server for PVIC network workstations and printers. The server is backed up nightly by the data Backup Server located at City Hall. The facility has in place the cabling to support video broadcasting and additional communications via fiber to the City Hall Campus.

**Local area network** - As described previously, staff, independent contractors and the public connect to the IT system using software installed on desktop and laptop computers, phone handsets and mobile devices that are connected to servers through firewalls via switches, routers, cabling over the City Hall network or the Internet or public telephone system. The City Hall internal segment of the IT Infrastructure operates at about 1GBPS speed.

**Access to the Internet and other facilities** - Users of the City Hall IT Infrastructure access the Internet with 3MBPS of bandwidth; although it is expected to be upgraded soon to as much as 150MBPS of bandwidth, with significant cost savings. PVIC is directly connected to the CITY Hall IT Infrastructure with a fiber cabling strung along utility poles between the two facilities. Hesse Park is connected to the Internet with 1MBPS of bandwidth, however, soon to be upgraded to 3MBPS of bandwidth. Free wireless access is provided to the public at PVIC and City Hall by PVNET. Free wireless is provided at Hesse Park by CITY.

**SonicWALL NSA E7500 high availability firewall** - The CITY acquired a SonicWALL NSA E7500 high availability firewall in 2009. The SonicWALL protects the IT System from external extrusions, enable secure connection between the CITY'S and PVNET's IT Systems and maintains redundant operations to avoid failure.

**(After the Implementation of the IT Infrastructure Plan Approved by the City Council on November 1, 2011)**

On November 1, 2011, the City Council approved the IT Infrastructure Plan (the "IT Plan"). As described in the staff report, dated November 1, 2011, the IP Plan will be implemented in phases over the next six months as follows:

- 1) **Phase 1 (1<sup>st</sup> month):** Purchase and execution of MS enterprise-wide license and software assurance agreements, followed by phased software and hardware deployment;
- 2) **Phase 2 (1<sup>st</sup> – 3<sup>rd</sup> month):** Migration of dedicated application servers to a virtualized high availability (redundant) server configuration with the purchase of a

Exhibit "A"

Dell virtual machine (“V/M”). The Dell V/M will be clustered together to enable access to users at all times with no chance of downtime. The Dell V/M includes (3) three PowerEdge R710 servers, (2) two PowerConnect 6224 Switches and (1) one P6000E storage array;

- 3) **Phase 3 (3<sup>rd</sup> month)**: Replacement of the Cisco call manager server and software in conjunction with the migration from the Cisco voice messaging system (commonly known as the City’s Cisco voice over Internet protocol phone system) to MS Exchange and Lync unified (voice, video conferencing and email) communication system. The upgrade was approved by the City Council in 2010. However, Staff deferred the upgrade to enable integration with the Dell V/M; and
- 4) **Phase 4 (4<sup>th</sup> – 6<sup>th</sup> month)**: Replacement of about 60 desktop computers.

## **PART 2. IT Systems Owned by CONSULTANT**

PVNET owns and maintains twelve (12) servers in the delivery of website, email, video-on-demand and GIS services to the CITY.

### Communication – Voice, email and the website

Listserver System - PVNET developed and grants a user license to CITY for the operation of the listserv system that is used to notify residents and other members of the public. The web-based system enables staff to access the system from their desktop or laptop computers.

Emergency Notification System and Breaking News System - PVNET developed and grants a user license to CITY the operation of these systems which are used to send emergency email and text notifications messages to residents. The web-based system enables staff to access the system from their desktop or laptop computers.

### Data services

Geographic Information System (“GIS”) mapping - PVNET provides GIS (mapping) services to the CITY using state-of-the-art software that PVNET licenses running on its own dedicated server. However, the CITY owns all GIS aerial pictometry, videos and data files used in the management of CITY’S infrastructure, project management and public presentations.

Emergency Incident Management System – PVNET developed and grants a license to CITY the use of the Incident Management System that would be used during an emergency event that requires deployment of CITY’S Emergency Operations Center located in the Community Room at City Hall. The web-based system enables the data entry and process management of each incident reported (i.e. road closure, structure fire, utility failures, injuries), including prioritization and action required through resolution of each incident and the emergency event.

Exhibit “A”

Inventory Management System – PVNET developed and grants a license to CITY the use of the Inventory Management System that is used to track asset inventory, location of the asset, and its disposition. The web-based system enables staff to access the system from their desktop or laptop computers.

Video services

Real and MS Media Player – PVNET owns and maintains a video server and software that enables on-demand video viewing of archived City Council and Planning Commission meetings that are linked to staff reports and select CITY events over the Internet. CITY owns the video files. PVNET developed and grants a license to CITY the use of the video linking system.

## **Exhibit "B": Scope of Services**

### **General Services**

CONSULTANT shall provide all necessary services to maintain CITY'S IT System. CONSULTANT will provide necessary technical staff people on-site at CITY'S City Hall location, or CONSULTANT'S facility located adjacent to City Hall during CITY'S normal business hours in its delivery of Help Desk, Server & IT Infrastructure, Website, Email and GIS services. CONSULTANT shall charge CITY for Help Desk, Server & IT Infrastructure, Website, Email and GIS services in accordance with the Fixed Fees set forth in Exhibit "D" - Schedule of Fees.

CONSULTANT shall be "on-call" 24/7 to restore any operation of CITY'S IT System that experiences "emergency" failure, deemed "emergency services" in the sole discretion of the Director of Finance and Information Technology, or the Director's designee. CONSULTANT shall charge City for after-hours emergency in accordance with the emergency rate set forth in Exhibit D. CONSULTANT shall also provide non-emergency services after CITY'S business hours as agreed to by CONSULTANT and approved by CITY's Director of IT Services, in accordance with the after hours/emergency rate set forth in Exhibit D.

### *Help Desk Support Services*

CONSULTANT shall provide day to day user support of the IT System during CITY'S business hours as requested by Staff in accordance with the Fixed Fees set forth in Exhibit "D". Help Desk Services shall include, but not be limited to, support, maintenance and repairs of hardware and software, printers, faxes, desktop computers, laptops and mobile devices that are a part of the CITY IT System.

### *Server & IT Infrastructure Support Services*

CONSULTANT shall provide day to day server & IT Infrastructure support of the IT System during CITY'S business hours in accordance with the Fixed Fees set forth in Exhibit "D". Server & IT Infrastructure Support Services shall include, but not be limited to, support, maintenance and repairs of hardware and software, servers, switches, routers, gateways, firewalls, connections to public telephone system and Internet service providers that are a part of the CITY IT System. The cost of all hardware and software, owned by CITY, including of repair thereof, shall be paid for by CITY.

### *Website Support Services*

CONSULTANT shall provide website services, including, but limited to, web hosting, functional and content management, a listserver system that includes text messaging, non-emergency public reporting system, live streaming of City Council meetings, video on

demand viewing of past City Council and Planning Commission meetings linked to each respective staff report and related documents, presentation of each staff report and related documents for every committee and commission, a Breaking News and news scroll on the Main Page in accordance with the Fixed Fees set forth in Exhibit "D".

### *Email Services*

CONSULTANT shall provide day to day email services using its own server and software in accordance with the Fixed Fees set forth in Exhibit "D". Email services shall include, but not be limited to, support and maintenance of hardware and software and providing connection to CITY'S Internet service providers, firewall and anti-spam devices that are a part of the CITY IT System. The cost of all hardware and software, owned by CITY, including of repair thereof, shall be paid for by CITY. Upon completion of implementation of IT Plan, CONSULTANT will no longer provide email services to CITY and that monthly fixed fee shall be terminated.

### *GIS Services*

CONSULTANT shall provide GIS services using its own server, storage and software. GIS Services shall include, but not be limited to, incidental alterations or modifications to data provided by external sources to be added to the GIS system, delivery of GIS data to CITY staff or any 3rd party authorized by CITY, providing CITY staff and independent contractors desktop and laptop computer access to GIS system, support to CITY staff and independent contractors, and providing connection to CITY'S IT System in accordance with the Fixed Fees set forth in Exhibit "D".

### **Additional Services**

All emergency services, services performed after normal CITY business hours and additional services that are not specified herein, as authorized in writing by CITY'S Director of Finance, shall be charged to CITY in accordance with the Hourly Rates for after hours and emergency services set forth in Exhibit "D" - Schedule of Fees, included in this Agreement, except for services provided during a disaster declared by the CITY or for services provided when the CITY'S Emergency Operations Center has been deployed as described immediately below.

### *Services Provided During a Disaster Declared by the CITY or for Services Provided When the CITY'S Emergency Operations Center Has Been Deployed*

Upon request by CITY, CONSULTANT shall participate in the disaster operation conducted by CITY, a disaster declared by the CITY and/or the operation of the CITY'S Emergency Operations Center when it is deployed. CONSUTANT'S services shall include, but not be limited to, configuration of the emergency IT system, support of the Incident Management System provided by CONSULTANT, support of the GIS system provided by CONSULTANT and any other reasonable request made by CITY. CITY shall pay CONSULTANT for these services at the regular hourly (non-emergency) rates set forth in Exhibit "D."

### *Additional Help Desk & Server & IT Infrastructure Support Services*

CONSULTANT shall provide Additional Help Desk Support and Server & IT Infrastructure Support Services as requested by CITY, including, but limited to: (1) Attendance at meetings as requested by CITY, (2) citywide installation and upgrade of operating systems, service-packs, patches, fixes, firmware & user productivity software suites to desktop computers, laptops, servers and other software and hardware of IT Infrastructure owned by CITY, (3) department-wide and/or citywide removal and re-installation of IT equipment and other advisory services as mutually agreed to, (4) assistance with remote configuration and set-up for audio/video production of a City Council meeting or other civic event (i.e. remote set up for a City Council meeting using portable audio/video equipment at PVIC), (5) training, and (6) services agreed to between CONSULTANT and CITY. All such services shall be preceded with an estimate of time and fees in writing and must be approved in writing by the City's project manager or Director of F&IT. CITY shall pay CONSULTANT for these services at the regular hourly (non-emergency) rates set forth in Exhibit "D."

### *Additional Website Support Services*

CONSULTANT shall provide Additional Website Support Services as requested by CITY, including, but limited to: (1) major functional or content management modifications of the website that are directed by CITY that require more than 20 hours work performed by CONSULTANT (NOTE: this does not include day-to-day minor modifications to website resulting from new projects, initiatives, events, etc.), (2) graphic design services (i.e. PowerPoint presentations, graphic presentations) that are not customary day-to-day website services and exceed 4 hours services) and (3) coordination of audio/video broadcast of meetings. CITY shall pay CONSULTANT for these services at the regular hourly (non-emergency) rates set forth in Exhibit "D."

### *Additional Email Services*

CONSULTANT shall provide Additional Email Services as requested by CITY, including, but limited to: Services requested by the City in conjunction with providing email information upon request (i.e. public record requests, litigation). CITY shall pay CONSULTANT for these services at the regular hourly (non-emergency) rates set forth in Exhibit "D."

### *Additional GIS Services*

CONSULTANT shall provide Additional GIS Services as requested by CITY, including, but limited to: (1) Services requested by the City for the development of new layers, necessary services to correct, alter or modify data provided by external sources to be added to the GIS system, (2) development of presentation materials from the GIS system in excess of 4 hours per month, (3) printing charges based upon a fee schedule mutually agreed to by CITY and CONSULTANT, (4) attendance at meetings as requested by the City, (5) services requested by the City pursuant to GIS License Agreements to provide the transfer of GIS data in excess of 4 hours per month, and (6) advisory services requested by the City. CITY shall pay CONSULTANT for these services at the regular hourly (non-emergency) rates set forth in Exhibit "D."

## **Exhibit “C”: Service Level Addendum**

### **1 Introduction**

#### **1.1 Information Technology Support Group**

Under the supervision of the Director of Finance and Information Technology (the “Director”), the Information Technology Support Group (IT “Support”), including the Director, or any staff assignee, and professional technicians of PVNET, manages the entire IT System of CITY. IT Support installs, administers and maintains the CITY’S IT System, including users and departmental processes that use it. The purpose of this Service Level Addendum (SLA) is to provide an understanding between IT Support and users with an overview of support that will be delivered for each type of request.

#### **1.2 Service Standards and Service Level Addendum**

Service standards and SLAs attempt to establish the terms, conditions and expectations between IT Support and each department within the CITY. They define:

- The services to be provided by IT Support;
- The availability of those services, and;
- The terms and provisions defining the relationship between IT Support and each department within the CITY.

### **2 General Provisions**

#### **2.1.1 Purchasing**

All purchasing of CITY software and hardware shall be centralized with the Department of Finance and Information Technology to ensure that all applications conform to CITY software standards, integrate into the CITY’S IT System, are purchased at the best possible price and are provided in the budget. The Department Director, or a project manager designee, will work in conjunction with IT Support to evaluate the software and hardware under consideration. Requests shall be made by electronic mail to [support@rpv.com](mailto:support@rpv.com), including general specifications, a detailed description of the process that will utilize the software and hardware, identification of the source of approved budgeted funds and additional information (i.e. software and hardware vendors under consideration, make and models, vendor contact information), that is pertinent to the evaluation.

#### **2.1.2 Licensing**

The maintenance of software and hardware licensing shall be the responsibility of the Department of Finance and Information Technology. No employee,

## **Exhibit “C”: Service Level Addendum**

contractor or volunteer shall install software and hardware on to the CITY’S IT System, without the approval of the Director. Unless otherwise provided in the applicable license, notice, contract, or agreement, any duplication of copyrighted software, except for backup and archival purposes, may be a violation of federal and state law. In addition to violating such laws, unauthorized duplication of software is a violation of the CITY’s user policy.

### **2.1.3 How To Reach IT Support (Help Desk)**

To obtain support services, users should contacts IT Support in the following manner: (a) by e-mail (support@rpv.com); (b) in the event the service request is an emergency or if email is not working, PVNET at 310-541-7992; or (c) in the event the service request is an emergency and PVNET is not available, Dennis McLean, the Director of Finance & IT at 310-874-7649 and Kathryn Downs, Deputy Director at 310-544-5216.

### **2.1.4 Priority One (Urgent)**

Priority One (Urgent) - All urgent user requests, including, but not limited to the following criteria:

- a) Multiple Workstations unable to work normally;
- b) Business Critical Network Applications down (Acella permit tracking or Laserfiche document management);
- c) Finance Applications;
- d) Unified communication, including email and voice;
- e) Widespread loss of access to the IT System;
- f) Widespread loss of access to the Internet;
- g) Widespread loss of access to IT System file storage; and
- h) Printing problem effecting Multiple Users.

IT Support will provide immediate acknowledgement to user and timely attempt to restore access to IT System. IT Support shall strive to provide no less than 2-hour resolution when possible.

### **2.1.5 Priority Two (High)**

Priority Two (High). – All high-priority user requests, including, but not limited to the following criteria:

- a) User is unable to log on to Workstation, (account is locked, doesn’t know PW);

## **Exhibit "C": Service Level Addendum**

- b) Mission Critical application affecting one user. (Account related); and
- c) User's desktop or laptop computer is locked, workaround not available.

IT Support will provide immediate acknowledgement to user and timely attempt to restore access to IT System. IT Support shall strive to provide no less than 4-hour resolution when possible.

### **2.1.6 Priority Three (Medium)**

Priority Four (Medium). - All high-priority user requests, including, but not limited to the following criteria:

- a) User request for enhancement. (e.g., sound card);
- b) Account modification (application, mail, network);
- c) Any service requests not impacting production. (PC move, training); and
- d) Scheduled events.

IT Support will provide same day acknowledgement to user and timely attempt to satisfy user request as agreed to.

## **2.2 Provisions For Service Level Addendum**

IT Support will work to ensure reliable and predictable PC and network services with availability during typical working hours and an expectation of reasonable availability of services at all other times. Downtime is a reality and sometimes a necessity for modern systems. IT Support will ensure acceptable functionality for critical business functions at the time(s) these resources are required.

Business hours are Monday through Friday, 7:30am to 5:30pm. All requests for service are to be timely replied to by IT Support during this period. IT Support agrees to support all authorized CITY workstations and peripherals (monitors, printers) and all authorized departmental software installed on CITY-owned computers. The SLA does not include support for non-standard applications or non-standard hardware.

The City Manager, or authorized designee, reserves the right to continuously audit the PC for adherence to the above-mentioned guidelines.

## **Exhibit "C": Service Level Addendum**

### **2.3 Services Not Included Under The Service Level Addendum**

#### **2.3.1 Non Standard Software**

IT Support will not provide support for:

- a) Internet browser software other than Internet Explorer;
- b) Screen savers;
- c) Internet mail engines (Hotmail, Gmail, etc.) ;
- d) Internet radio stations;
- e) Unlicensed products (i.e. pirate software);
- f) Hardware and/or software not approved by the Director and/or Department Director;
- g) Games (local or Networked); and
- h) Additions or modifications to CITY'S systems that compromise system security or integrity of the CITY environment.

#### **2.3.2 Non Standard Hardware**

IT Support will not provide support for:

- a) Any non-departmental owned equipment
- b) Unlicensed products
- c) PDA hardware without consent of Director and Department Director
- d) Personal printers
- e) Web cameras
- f) Zip drive
- g) Additions or modifications to CITY'S IT System that compromise system security or integrity of the CITY environment.

**Exhibit "D": Schedule of Fees**

**Fixed Monthly Fees for the following services performed during normal City business hours:**

Help Desk Services:	\$11,500/month
Server & IT Infrastructure Support Services (Before implementation of IT Plan):	\$ 2,800/month
Server & IT Infrastructure Support Services (After implementation of IT Plan):	\$ 2,000/month
Website Services:	\$ 4,000/month
Email Services (Before implementation of IT Plan):	\$ 1,500/month
Email Services (After implementation of IT Plan):	\$ 0/month
GIS Services:	\$ 6,000/month

**Hourly Rates for services other than those specified above:**

Ted Vegvari	\$ 55/Hour
Other Technical staff	\$ 40/hour
Emergency and after CITY business hours	\$ 75/hour