



TO: Mayor and Councilmembers

FROM: Michelle Greene, City Manager

SUBJECT: Award of Professional Services Agreement for Information Technology Support Services

RECOMMENDATION:

Approve and authorize the City Manager to execute a Professional Services Agreement between the City of Goleta and Synergy Computing, Inc. for the provision of information technology support services with compensation in an amount not to exceed \$103,411 plus reimbursement for pass through costs including equipment, software and licenses procured by Consultant and hosted email exchange services and email archiving.

BACKGROUND:

On October 15, 2013, the City Council authorized the City Manager to execute Amendment No. 3 to the Professional Services Agreement for information technology (IT) support services between the City of Goleta and Synergy Computing, Inc., extending the term of the agreement for an additional two years, adjusting the service cost by 2.5% per year and increasing the not to exceed amount by \$179,650 for a total not to exceed amount of \$431,000.

DISCUSSION:

The Synergy contract expired in November 2015. Synergy has been working on a month-to-month basis since that time. Staff proposes a one-year term agreement with Synergy so that staff has an opportunity to evaluate the City's technological needs through an IT needs assessment and the creation of an IT strategic plan. At such time as the assessment and strategic plan are completed, staff will prepare a Request for Proposals to provide future IT support needs.

Synergy is a qualified firm with the experience needed to provide the comprehensive support that the City requires. Synergy is familiar with the City's hardware and software systems and has been responsive to service requests and numerous after hours emergency needs, at no additional cost. Synergy has recently assisted the City with several projects, including the programming and testing of an upgraded performance evaluation software system; revamping of the City's service request software system;

installation of new and replacement workstations; and the installation of a new firewall. This year Synergy will work with staff to replace a file server, switch over wireless access points and consider a possible upgrade to the City's financial management system, Incode. Therefore, staff recommends extending consultant services agreement with Synergy for one year.

In addition to their professional services, Synergy procures IT equipment, software (including licensing) and secures email exchange hosting and email archive services on behalf of the City. The services and equipment that are procured by Synergy are passed on to the City at Synergy's actual cost. These reimbursements are in addition to the compensation for professional services provided directly by Synergy and are not limited by the compensation limit of the contract because the exact need for new equipment and pass through services is unknown at this time, and those costs are not fixed. However, in FY 2016/17, approximately \$55,600 is budgeted for those items.

FISCAL IMPACTS:

Currently, the monthly information technology professional services cost is \$7,954.67. Pass through expenses and purchases are at an additional cost. Adequate funding is included in the Support Services budget to accommodate the costs associated with this contract, both for professional services and pass through expenses and purchases.

ALTERNATIVES:

The Council may choose not to contract with Synergy Computing, Inc. for an additional year but rather on a month-to-month basis and direct staff to issue a Request for Proposals in order to solicit other bids for this service. Alternatively, Council may wish to direct staff to explore other sources of computer and network maintenance services, such as in-house personnel.

Legal Review By:

Approved By:


Tim W. Giles
City Attorney


Michelle Greene
City Manager

ATTACHMENTS:

1. Contract for Information Technology Support Services.

Attachment 1

Contract for Information Technology Support Services.

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
SYNERGY COMPUTING, INC**

This AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this ___ day of September, 2016, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **SYNERGY COMPUTING, INC.**, (herein referred to as "CONSULTANT").

WHEREAS, CONSULTANT represents that they are sufficiently experienced and capable of providing the services agreed to herein and are sufficiently familiar with the needs of the CITY; and

WHEREAS, CONSULTANT was recommended for award based on knowledge and experience of working with the City; and

WHEREAS, CONSULTANT was selected for award of this AGREEMENT by City Council; and

WHEREAS, the City Council, on this 20th day of September, 2016, approved this AGREEMENT and authorized the City Manager to execute this AGREEMENT per the Goleta Municipal Code 3.05.240.

CITY and CONSULTANT agree as follows:

1. RETENTION AS CONSULTANT

CITY hereby retains CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the services described in Section 2. CONSULTANT warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional information technology support services, which shall generally include comprehensive maintenance of the City's Information Technology Inventory currently consisting office (5) server units, one (1) NAS device and over eighty (80) workstations, including a satellite office with six (6) workstations which are connected to City Hall via a VPN, as more particularly set forth in the Scope of Work, attached as

Exhibit "A," and incorporated herein. CONSULTANT shall deliver to CITY the deliverables defined in Exhibit "A".

3. COMPENSATION AND PAYMENT

(a) Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$103,411 (herein "not to exceed amount") excluding reimbursement for any purchases or pass through expenses incurred by CONSULTANT on behalf of CITY, and shall be earned as the work progresses on the following basis:

Monthly at the monthly rates set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates set forth in that exhibit shall be binding upon CONSULTANT until October 31, 2017, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

(b) Payment. CONSULTANT shall provide CITY with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to CITY's Project Manager. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed. All payments shall be made within 30 days after CITY's approval of the invoice.

4. EXTRA SERVICES

CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to in advance. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in the compensation exhibit. Any compensation for extra services shall be part of the total compensation and shall not increase the not to exceed amount identified in Section 3.

5. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is the City Manager or his/her designee. Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from October 1, 2016 to October 31, 2017, unless term of this AGREEMENT is extended or the AGREEMENT is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by paragraph 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager.

7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than CONSULTANT's drafts, notes and internal memorandum), including duplication of same prepared by CONSULTANT in the performance of these services, are the property of CITY. CITY shall be entitled to immediate possession of the same upon completion of the work under this AGREEMENT, or at any earlier or later time when requested by CITY. CITY agrees to hold CONSULTANT harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this AGREEMENT, unless written authorization of CONSULTANT is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This AGREEMENT is for professional services which are personal to CITY. Scott Phillips is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in performing, supervising or assisting in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT is not assignable by CONSULTANT without CITY's prior consent in writing.

9. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for CONSULTANT's Damages. CONSULTANT holds CITY, its elected officials, officers, agents, and employees, harmless from all of CONSULTANT's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to CONSULTANT, to CONSULTANT's employees, to CONSULTANT's contractors or subcontractors, or to the owners of CONSULTANT's firm, which damages, losses, injuries or liability occur during the work required under this AGREEMENT, or occur while CONSULTANT is on CITY property, or which are connected, directly or indirectly, with CONSULTANT's performance of any activity or work required under this AGREEMENT.

(b) Defense and Indemnity of Third Party Claims/Liability. CONSULTANT shall investigate, defend, and indemnify CITY, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, or professional errors and omissions arising out of, directly or indirectly, an error, negligence, or omission of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, or the willful misconduct of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions concerning any activity, product or work required under this AGREEMENT, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

(c) No Waiver. CITY does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by CITY, or the deposit with CITY, of any insurance certificates or policies described in Section 10.

10. INSURANCE

CONSULTANT shall, at CONSULTANT's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating level of A- or better, Class VII or better, or as otherwise approved by CITY.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b) Insurance Services Office form number CA 0001 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.
- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.

- d) Professional Liability insurance on a policy form appropriate to CONSULTANTs profession. Limits shall be no less than \$1,000,000 per claim.

Liability insurance policies required to be provided by CONSULTANT hereunder shall contain or be endorsed to contain the following provisions:

- a) CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10 with an edition date prior to 2004, or its exact equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37 with an edition date prior to 2004.
- b) CONSULTANT's insurance shall apply to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to CITY's vicarious liability.
- c) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- d) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- e) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.
- f) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- g) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly

reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.

- h) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

11. RELATION OF THE PARTIES

The relationship of the parties to this AGREEMENT shall be that of independent contractors and that in no event shall CONSULTANT be considered an officer, agent, servant or employee of CITY. CONSULTANT shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

12. CORRECTIONS

In addition to the above indemnification obligations, CONSULTANT shall correct, at its expense, all errors in the work that may be disclosed during CITY's review of CONSULTANT's report or plans. Should CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT or withheld from any funds due to CONSULTANT hereunder.

13. TERMINATION BY CITY

CITY, by providing CONSULTANT with 30 calendar day's written notice, may terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by CONSULTANT of the final payment made under this AGREEMENT shall operate as and be a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything done, furnished, or relating to CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of CITY's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by CITY shall not

constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, subcontractors, agents and CONSULTANTS for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, subcontractors, agents and CONSULTANTS.

15. AUDIT OF RECORDS

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY to audit, examine and/or reproduce such records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

16. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this AGREEMENT, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

17. CONFLICT OF INTEREST

CONSULTANT is unaware of any CITY employee or official that has a financial interest in CONSULTANT'S business. During the term of this AGREEMENT and/or as a result of being awarded this AGREEMENT, CONSULTANT shall not offer, encourage or accept any financial interest in CONSULTANT'S business by any CITY employee or official.

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this AGREEMENT shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular

shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

19. MITIGATION OF DAMAGES

In all situations arising out of this AGREEMENT, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

20. GOVERNING LAW

This AGREEMENT, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Santa Barbara County.

21. TAXPAYER IDENTIFICATION NUMBER

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 12-87), as issued by the Internal Revenue Service.

22. NON-APPROPRIATION OF FUNDS

Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY funds. In the event CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this AGREEMENT shall cover only those costs incurred up to the conclusion of the current fiscal year.

23. MODIFICATION OF AGREEMENT

The tasks described in this AGREEMENT and all other terms of this AGREEMENT may be modified only upon mutual written consent of CITY and CONSULTANT.

24. USE OF THE TERM "CITY"

Reference to "CITY" in this AGREEMENT includes City Manager or any authorized representative acting on behalf of CITY.

25. PERMITS AND LICENSES

CONSULTANT, at its sole expense, shall obtain and maintain during the term of this AGREEMENT, all appropriate permits, licenses, and certificates, including a CITY business license, that may be required in connection with the performance of services under this AGREEMENT.

In concurrence and witness whereof, this AGREEMENT has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

CONSULTANT

Michelle Greene, City Manager

Scott M. Phillips, President

ATTEST:

Deborah Lopez, City Clerk

APPROVED AS TO FORM



Tim W. Giles, City Attorney

Exhibit A Scope of Services

CONSULTANT shall provide all information technology support services requested by CITY including:

1. Comprehensive maintenance of CITY's Information Technology inventory currently consisting of five (5) server units, one (1) NAS device and over eighty (80) workstations, including a satellite office with six (6) workstations which are connected to City Hall via a VPN.
2. Review, scan, and deployment of patches and updates onto the City's servers on a weekly basis.
3. Daily review of back-up logs for the data, e-mail and finance system servers, noting any errors or anomalies which may lead to improper back-ups.
4. Daily review of security and virus logs.
5. Resolve of user computer concerns, which typically range in number from 2 to 4 per day.
6. Analyze available memory space within the system, and delete unneeded or duplicate files where applicable.
7. Create recommendations to City staff to ensure that the system operates at peak efficiency.
8. Conduct overall inspection of servers and system to address any errors or potential issues which may degrade or impact overall performance.
9. Data recovery.
10. Maintain connectivity between the City's email server and smart phones utilized by staff and City officials to conduct City business.
11. Support Microsoft Outlook through the addition and/or deletion of user

profiles, creation of email groups and shared calendars, general troubleshooting and resolution of user issues.

12. Complete special projects as needed, such as the procurement and installation of new desktop units, servers, network switches, printers, warranties, new software and software licenses.
13. Provide remote help desk support for OS, application support, and network and email problems, including an online tracking system of service requests that can be accessed by City staff as needed.
14. Provide and manage anti-spam and anti-virus applications for workstations and the City's email server.
15. Provide an application that supplies remote access to City workstations.
16. Support City staff in the utilization of the City's streaming media application, Granicus®.
17. Post periodic updates to two City web sites. The sites in question are <http://www.cityofgoleta.org> and <http://www.goletapreparenow.org>. Prior experience using WordPress and the Vision Internet CMS is preferable, but not required.
18. Respond to requests for service within one (1) hour, with resolution of routine requests between four (4) to 48 hours.
19. Maintain a PC and printer inventory, as well as tracking associated warranties.

CONSULTANT shall supply all of the necessary tools, equipment and resources to perform the scope of work. CITY shall be responsible for the cost of replacement or purchase of new information technology equipment that the CITY deems appropriate.

Exhibit B

Compensation

Variations to the monthly price:

10/1/2016 – 10/31/2017 \$7,954.67 per month

Offsite Backup Data Storage. Backup hardware includes 200 GB of offsite storage. Additional storage, if required by CITY, will be charged at the rate of \$0.80 per month per GB.

Service for Additional Devices. If CITY were to add additional servers and/or workstations, they would be charged at the rates below:

- Servers \$180.00/month
- Workstations \$60/month

Reimbursement for Costs. Should CONSULTANT agree to procure equipment, software, supplies, email exchange hosting or email archiving services at the request of CITY, CITY shall reimburse CONSULTANT at actual cost. Reimbursement for these pass through costs shall be promptly paid by CITY and shall not be considered compensation earned by CONSULTANT and shall not be limited by the compensation limitation of Paragraph 3 of this Agreement.