

RESOLUTION NO. 2024-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING A RENEWED AGREEMENT WITH TECHRX FOR CONSULTING
SERVICES IN CONNECTION WITH INFORMATION TECHNOLOGY, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON
BEHALF OF THE CITY, AND AUTHORIZING FINANCE DIRECTOR TO
MAKE THE NECESSARY BUDGETARY AND ACCOUNTING ENTRIES

WHEREAS, the City has contracted with TechRx for the essential Information Technology functions since 2016, in order to develop its network, make improvements, purchase and configure computer equipment, maintain the network and its infrastructure, and to provide desktop support; and,

WHEREAS, TechRx has provided a high level of services to the City throughout its initial and subsequent contract periods in fulfillment of its obligations; and,

WHEREAS, the current contract with TechRx. providing Information Technology services is set to expire; and,

WHEREAS, TechRx has provided an updated proposal (**EXHIBIT A to the attached Agreement**) for continued network, internet and desktop support to the City; and,

WHEREAS, the attached Agreement for Information Technology Services includes an initial term ending June 30, 2025, and two one-year extensions ending June 30, 2027; and,

WHEREAS, the rate for the initial period and two one-year option periods is a not to exceed \$118,560 annually; and,

WHEREAS, the City of Marina determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA)(CCR, Title 14, Chapter 3 (“CEQA Guidelines), Article 20, Section 15378). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project. Because the matter does not cause a direct or any reasonably foreseeable indirect physical change on or in the environment, this matter is not a project. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

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

1. Adopt Resolution No. 2024-, approving renewed agreement with TechRx for Information Technology consulting services; and,

2. Authorize the City Manager to execute the agreement on behalf of the City; and,
3. Authorize the Finance Director to make the necessary budgetary and accounting entries.

PASSED AND ADOPTED by the City of Marina City Council at a regular meeting duly held on the 17th day of January 2024, by the following vote:

AYES: COUNCIL MEMBERS: McCarthy, Biala, Medina Dirksen, Visscher

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: Delgado

ABSTAIN: COUNCIL MEMBERS: None

Liesbeth Visscher, Mayor Pro Tem

ATTEST:

Anita Sharp, Deputy City Clerk

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

THIS AGREEMENT is made and entered into on January ____, 2024, between the City of Marina, a California charter city, hereinafter referred to as "City," and TechRx Technology Services Corporation, a California corporation, hereinafter referred to as "Consultant," as follows:

Recitals

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

Terms and Conditions

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

1. Scope of Services. Consultant agrees to assist the City, as directed by the City Manager or his designee, in the further development and improvement of informational technology including, but not necessarily limited to, services related to network, and desktop support. The City hereby authorizes Consultant to access its website at www.cityofmarina.org and agrees to provide Consultant with "write permission" from the City's web page directory files (cgi-bin directory) and any other directories or programs which need to be accessed for the above purposes from the City's web hosting computer, servers and desktop and other computers. The Consultant's scope of services herein is more particularly described in **Exhibit A** hereto, and by this reference made a part hereof, entitled "Scope of Services." The City shall cooperate with Consultant and will furnish all information, data, records and reports as are existing and available to City to enable Consultant to carry out the work as outlined in **Exhibit A**.
2. Commencement of Services. Consultant shall commence work on the services to be provided hereunder on or before January ____, 2024.
3. Term. This Agreement shall commence on January ____, 2024 and end June 30, 2025, unless terminated earlier as provided herein. The term of this Agreement may be extended for two additional one-year terms at the same annual rate noted in Section 4(a), upon a writing executed by the parties.
4. Compensation.
 - (a) For the services to be performed under this Agreement, compensation paid by the

City to Consultant shall be Ninety-five Dollars (\$95.00) per hour and compensation for services provided within any seven-day period shall not exceed Two Thousand Forty Dollars (\$2280.00). However, total compensation for services rendered from January 17, 2024 through June 30, 2024 shall not exceed (\$59,280). Total compensation for services rendered from July 1, 2024 through June 30, 2025 shall not exceed (\$118,560). Notwithstanding the foregoing, the compensation furnished to Consultant for any special projects that the parties may agree to pursuant to Section C of Exhibit A may exceed the maximum compensation set forth above. Compensation shall be invoiced on a monthly basis and payment is due within 30 days of receipt of Consultant's invoice. City shall make no deductions for payroll taxes or Social Security from amounts due Consultant for services provided under this Agreement. Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W-9, as issued by the Internal Revenue Service.

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

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

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

7. Conflicts of Interest.

(a) Consultant covenants that he/she has not or shall not acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this Agreement. Consultant shall represent the interest of the City in any

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

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

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

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

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

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

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

(a) During the performance of this Agreement the Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California and the City. In performing this Agreement, Contractor shall not discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical

disability (including HIV and AIDS), medical condition (including cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. Contractor shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.

(b) Contractor shall include the nondiscrimination and compliance provisions of this Section in all subcontracts.

13. Indemnification & Hold Harmless.

(a) Consultant (as “**Indemnifying Party**”) shall indemnify, hold harmless, and defend City its respective elected and appointed Council, boards, commissions, officials, officers, agents, employees and volunteers (collectively, “**Indemnified Party**”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees, that are awarded against Indemnified Party (collectively, “**Losses**”), arising out of any third-party claim alleging:

(1) material breach or non-fulfillment of any material representation, warranty, or covenant under this Agreement; or

(2) any negligent or more culpable act or omission of Indemnifying Party (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement; or

(3) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Indemnifying Party (including any reckless or willful misconduct).

(b) Notwithstanding anything to the contrary in this Agreement, Indemnifying Party is not obligated to indemnify, hold harmless, or defend Indemnified Party against any claim (whether direct or indirect) to the extent such claim or corresponding Losses arise out of or result from, in whole or in part, Indemnified Party’s:

(1) negligence or more culpable act or omission (including recklessness or willful misconduct;

(2) bad faith failure to materially comply with any of its material obligations set forth in this Agreement; or

(3) use of the City’s information technology systems that does not materially conform with the then-current usage instructions, guidelines, or specifications.

Each party shall remain responsible for its proportionate share of fault for any claim or corresponding Losses.

(c) Payments by Indemnifying Party under Paragraph 13(a) in respect of any Losses

are limited to the amount of any liability or damage that remains after deducting therefrom any insurance proceeds and any indemnity, contribution, or other similar payment actually received by Indemnified Party in respect of any such indemnity claim, less any related costs and expenses, including the aggregate cost of pursuing any related insurance claims and any related increases in insurance premiums or other charge-backs. Indemnified Party shall use best efforts to seek to recover any insurance proceeds in connection with making a claim under this paragraph. Promptly after the realization of any insurance proceeds, indemnity, contribution, or other similar payment, Indemnified Party shall reimburse Indemnifying Party for such reduction in Losses for which Indemnified Party was paid under Paragraph 13 (a) before the realization of reduction of such Losses.

(d) Indemnified Party shall give Indemnifying Party prompt written notice (a “**Claim Notice**”), in no event more than ninety (90) days of becoming aware of a claim, of any Losses or discovery of facts on which Indemnified Party intends to base a request for indemnification under Paragraph 13(a). Each Claim Notice must contain a description of the third-party claim and the nature and amount of the related Losses (to the extent that the nature and amount of the Losses are known at the time). Indemnified Party shall furnish promptly to Indemnifying Party copies of all papers and official documents received in respect of any Losses. All indemnification obligations in this Agreement are conditioned upon: the Indemnified Party promptly delivering the Claim Notice and related documents; allowing Indemnifying Party, if Indemnifying Party so requests, to undertake, conduct, and control, through reputable independent counsel reasonably acceptable to both Parties, the defense, appeal, or settlement of any third-party claim that is reasonably likely to give rise to an indemnification claim; cooperating with Indemnifying Party in the defense of any such claim or liability and any related settlement negotiations; and not compromising or settling any claim or liability without prior written consent of Indemnifying Party.

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

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

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

17. Termination of Agreement.

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

(b) City may terminate this Agreement, with or without cause by giving ninety (90) days' written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately any work in progress.

(c) Consultant may terminate this Agreement at any time upon ninety (90) days' written notice to City.

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF MARINA

**TECH R
TECHNOLOGY SERVICES CORPORATION**

Layne Long
City Manager

James Trautner, CEO

DATE: _____ 2024

DATE: _____ 2024

ATTEST: (Pursuant to Resol. No. 2024-07)

Deputy City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A - SCOPE OF SERVICES

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

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

- 24/7 remote monitoring of all servers, workstations, networking hardware and any other information systems/equipment. Immediate notification in the event of any system or subsystem that is offline or running into potential problems.
- Daily monitoring of all backups. Monthly test restores of the most critical data. Yearly archival backups. A complex backup and disaster recovery plan will be created and followed.
- Monitoring of all firewalls, routers, wireless access points, switches, and any other network connected device, to insure it has the latest firmware; latest patches, and has sufficient security for use an enterprise level network. Audit of all remote users and vpn connections to insure they are configured and running with appropriate configurations and security.
- Server and workstation patch management. A list of approved apps will be created. All known software patches for the approved software, and any approved operation system updates will be installed on weekly basis. For any emergency patches that are released they will be applied same day.
- Client will be assigned a lead tech with direct access to his cell phone number.
- Client can use e-mail for helpdesk; a custom email address will be assigned for your organizations use. Most non-critical issues are reported through e-mail but phone calls are also used.
- Text messaging can also be a part of communication process between Client and Contractor
- Immediate responses to all emergency issues, which are worked on until they are resolved.
- 1 hour response for all service requests, remote first option or on-site as needed.

- City Manager will determine if all requests will be filtered through department heads; or if users can contact Contractor as needed.
- Weekly reports every Monday afternoon, detailing all service requests, ongoing issues, and future concerns. For emergencies a daily status email will be sent out.
- Quarterly status updates, on the health of the organization, equipment we need to replace or have to prepare to replace, any current trends in the industry related to how their I.T. infrastructure should be managed.
- Yearly roadmap meetings to discuss our plans for the organization over the next year. With ideas on where we will be in the next three to five years as well.

C. The services will also include any other tasks or Special projects which the Parties shall agree on in writing and in advance. Special projects or tasks that are requested by the City which are above and beyond the List of Services will be discussed and agreed upon before starting. These tasks and projects will be at the contracted hourly rate as stated in 4 (a) Compensation, of this contract.

EXHIBIT B

INSURANCE

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

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

(I) Insurance Services Office form - Commercial General Liability coverage (Occurrence Form CG 0001).

(ii) Insurance Services Office form number CA 0001 (ed.1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

(iii) Worker's Compensation insurance as required by the Labor Code of the State of California and Employer's Liability insurance and covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement.

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

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

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

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

2. General Liability and Automobile Liability Coverages.

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

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

(c) Other Requirements. Consultant agrees to deposit with the City certificates of insurance necessary to satisfy the City that the insurance provisions of this Agreement have been complied with. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting coverage

required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. Consultant shall furnish certificates and endorsements from each subcontractor or subconsultant, if any, identical to those Consultant provides.

2. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respect the City or its respective elected and appointed Council, commissions, boards, officials, officers, employees, agents and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies or insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

January 11, 2024

Item No: **10g(2)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of January 17, 2024

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-,
APPROVING A RENEWED AGREEMENT WITH TECHRX FOR
CONSULTING SERVICES IN CONNECTION WITH INFORMATION
TECHNOLOGY, AND AUTHORIZING THE CITY MANAGER TO
EXECUTE THE AGREEMENT ON BEHALF OF THE CITY, AND
AUTHORIZING FINANCE DIRECTOR TO MAKE THE NECESSARY
BUDGETARY AND ACCOUNTING ENTRIES**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2024-, approving a renewed agreement with TechRx for Information Technology consulting services; and,
2. Authorizing the City Manager to execute the renewed agreement on behalf of the City; and,
3. Authorizing the Finance Director to make the necessary budgetary and accounting entries.

BACKGROUND:

In 2018, the City entered an agreement with TechRx for consulting services regarding the performance of information technology functions for the City. The scope of work consisted of the further development and improvement of informational technology including, but not necessarily limited to, services related to network, and desktop support. TechRx has provided a high level of services to the City throughout the tenure with the City in fulfillment of its obligations. The current contract is set to be renewed to continue Information Technology services that are necessary to maintain the City's operations and service delivery.

ANALYSIS:

The City of Marina does not currently maintain an information technology position. Information Technology is a critical function for all the City's operations today. The City has contracted with an outside vendor for the essential Information Technology functions to develop its network, make improvements, purchase and configure computer equipment, maintain the network and its infrastructure, and to provide desktop support. To ensure the City continues to have the resources to perform these functions, staff requested an updated proposal from TechRx for the continued performance of Information Technology functions over the City's computer network and infrastructure.

The proposed scope of work submitted by TechRx (**Exhibit A to the attached Agreement**) includes the continued network, internet and desktop support to the City. The scope of work that TechRx will provide to the City includes:

1. 24/7 remote monitoring of all servers, workstations, networking hardware and any other information systems/equipment. Immediate notification in the event of any system or subsystem that is offline or running into potential problems.
2. Daily monitoring of all backups. Monthly test restores of the most critical data. Yearly archival backups. A complex backup and disaster recovery plan will be created and followed.
3. Monitoring of all firewalls, routers, wireless access points, switches, and any other network connected device, to insure it has the latest firmware; latest patches, and has sufficient security for use an enterprise level network. Audit of all remote users and vpn connections to insure they are configured and running with appropriate configurations and security.
4. Server and workstation patch management. A list of approved apps will be created. All known software patches for the approved software, and any approved operation system updates will be installed on weekly basis. For any emergency patches that are released they will be applied same day.
5. Immediate responses to all emergency issues, which are worked on until they are resolved.
6. 1 hour response for all service requests, remote first option or on-site as needed.
7. Weekly reports every Monday afternoon, detailing all service requests, ongoing issues, and future concerns. For emergencies a daily status email will be sent out.
8. Quarterly status updates, on the health of the organization, equipment we need to replace or have to prepare to replace, any current trends in the industry related to how their I.T. infrastructure should be managed.
9. Yearly roadmap meetings to discuss our plans for the organization over the next year.

The term of the renewed agreement includes an initial period ending June 30, 2025. The agreement can be extended up to two additional one-year periods until June 30, 2027.

CEQA DETERMINATION:

Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project. Because the matter does not cause a direct or any reasonably foreseeable indirect physical change on or in the environment, this matter is not a project. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

FISCAL IMPACT:

The hourly rate for the TechRx services is \$95.00 per hour with a maximum charge of \$2,280 per 7-day period and \$118,560 per year. The current not to exceed annual rate is \$106,000 annually, which was established through the 2019 Agreement. The Information Technology Services line item in the budget currently has an annual allocation of \$130,000, which funds both the associated Taygeta agreement and the TechRx Agreements. In addition, the full Information Technology budget totals \$330,927 per year. There are projected to be adequate funds through the budget cycle to meet the Information Technology Services agreements.

CONCLUSION:

Staff recommends that the City Council consider approving the requested action.

Respectfully submitted,

Matt Mogensen
Assistant City Manager
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina