## REPORT TO CITY COUNCIL

**DATE:** MAY 23, 2012

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER

BY: CHRISTY PINUELAS, DIRECTOR OF FINANCE

SUBJECT: AMENDMENT TO AGREEMENT WITH LANSPEED INC. FOR

NETWORK SYSTEMS MANAGEMENT AND INFORMATION

**TECHNOLOGY SERVICES** 

On June 22, 2011, the City Council approved a consultant services agreement with Lanspeed Inc. for network systems management and information technology services. The services include serving as the I.T. support staff, assisting in recommending necessary upgrades and staying upto-date with the latest technologies available.

The agreement is set to expire on June 30, 2012. The agreement allows the City to extend for a maximum of three years upon mutual agreement between the City and contractor. Lanspeed Inc. has held the price for Managed Services at \$6,250 per month. Hourly call-out rates have increased an average of 3% to accommodate increased fuel and labor costs. The call-out rate is only used in case of work performed after hours or special projects. Staff is recommending that the agreement be extended for two years, ending June 30, 2014.

The proposed agreement has been reviewed by the City Attorney and approved as to form.

# RECOMMENDATION

Staff respectfully recommends the City Council approve Amendment One to the Agreement for Consultant Services with the City of Agoura Hills and Lanspeed Inc. to commence on July 1, 2012 for a two-year period.

Attachment: Amendment One, Lanspeed Agreement

# AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES WITH THE CITY OF AGOURA HILLS

NAME OF CONSULTANT: Lanspeed Inc.

RESPONSIBLE PRINCIPAL OF CONSULTANT: Attn: Chris Chirgwin

CONSULTANT'S ADDRESS: 100 N. Hope Ave. #20

Santa Barbara, CA 93110

CITY'S ADDRESS: City of Agoura Hills

30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager

PREPARED BY: Christy Pinuelas

COMMENCEMENT DATE: July 1, 2011

TERMINATION DATE: June 30, 2014

CONSIDERATION: Contract Price

Not to Exceed: \$95,000 /yr

### FIRST AMENDMENT TO AGREEMENT

This FIRST AMENDMENT TO AGREEMENT ("Amendment") is made and entered into as of the 23<sup>rd</sup> day of May, 2012, by and between the City of Agoura Hills, a municipal corporation ("City") and Lanspeed, Inc. ("Consultant") and with respect to the following recitals:

- A. Original agreement commencing July 1, 2011, consultant services agreement, in the amount of \$84,500/yr for maintenance and support of City's computer systems, terminating June 30, 2012, agreement allowed for up to a three year renewal.
- B. The City and Consultant now wish to modify the Agreement to extend the term of the Consulting Agreement by two (2) years.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL BENEFITS, PROMISES, COVENANTS, AND CONDITIONS HEREINAFTER CONTAINED, THE PARTIES, DO AGREE HEREBY AS FOLLOWS:

**SECTION 1.** The Agreement is hereby amended to read as follows:

Agreement extends to June 30, 2014 and contract price is not to exceed \$95,000/yr. Call out service prices are amended as shown in attachment.

- **SECTION 2.** All other provisions of the Agreement remain unchanged.
- **SECTION 3.** The Recitals are incorporated herein as though set forth in full.

**IN WITNESS WHEREOF**, the parties have executed this First Amendment as of the date first written above.

# **CITY OF AGOURA HILLS**

John Edelston			
Mayor			
ATTEST:			
Vinala aulai M. D.	م در م	· MMC	
Kimberly M. Ro	oarigues	s, MIMIC	
City Clerk	Juligues	s, while	

# APPROVED AS TO FORM: Craig A. Steele, City Attorney Lanspeed, Inc. By: Name: Title: By: Name: Title: [\*Signatures of Two Corporate Officers Required]

# 5. Description Of Services & Summary Of Fees

# 5.1 MSP Smart I.T. Packages

Smart IT Managed Services Solutions Matrix	YES 🤣	NO O	
	Gold	Platinum	
Proactive Server Monitoring and Alerting	9	<b>3</b>	
Proactive Desktop Monitoring and Maintenance	<b>3</b>	<b>3</b>	
Patch Deployment For Servers & Desktops	<b>3</b>		
Monthly Executive Summary Reporting	<b>3</b>		
Monthly Comprehensive Reporting	<b>9</b>	0	
Remote Server Support		<b>3</b>	
Remote Desktop Support	<b>3</b>	<b>3</b>	
Unlimited Remote Support for Desktop Users	<b>3</b>	<b>3</b>	
Special "Smart IT Service Desk" Phone Number	0	9	
Anti-Virus Solution		0	
Anti-Spyware For Desktops	0		
Unlimited On-Site Support	•	0	
Priority Response Time		٨	
Vendor Management		9	
Quarterly Vulnerability Assessment	-	<b>3</b>	
Quarterly Business Review		3	

# 5.2 Detailed Description Of Managed Services Packages

Description Of Item / Service	Gold	Platinum
24x7x365 Proactive Server Monitoring & Alerting	Yes	Yes
24x7x365 Proactive Desktop Monitoring	Yes	Yes
Meets HIPAA & SOX Compliance Regulations	Yes	Yes
Intelligent Alerts & Escalation	Yes	Yes
Reporting – Executive Summary Reports	Yes	Yes
Remote Server Support	Yes	Yes
Remote Workstation Support	Yes	Yes
Unlimited Remote Help Desk Support for	Yes	Yes
Workstations		
Asset Data Collection (Server & Desktop)	Yes	Yes
Anti-Virus Solution (Server & Desktop)	Yes	Yes
Anti-Spyware Solution (Desktop)	Yes	Yes
Patch Management (Server & Desktop)	Yes	Yes
Temporary File Deletion (Desktop)	Yes	Yes
Internet Debris Removal (Desktop)	Yes	Yes
Reporting – Comprehensive Reporting &	Yes Yes	Yes
Recommendations		
Reporting – SMART Predictive Reporting	Yes	Yes
Unlimited On-Site Support (Server & Desktop)	•	Yes
Priority Response Times		Yes
Vendor Management		Yes
Quarterly Vulnerability Assessments Reporting		Yes
Quarterly Business Reviews		Yes

# 5.3 Service Rates

Type Of Service	Standard Rate	After Hours	Holiđay
Project Rate Level 1 (Gold & Platinum Packages)	170.00 / Hr	1.5x	2x
Project Rate Level 2 (Gold & Platinum Packages)	190.00 / Hr	1.5x	2x
Project Rate Advanced (Gold & Platinum Packages)	245.00 / Hr	1.5x	2x
Onsite IT Support Level 1 (Gold Package)	170.00 / Hr	1.5x	2x
Onsite IT Support Level 2 (Gold Package)	190.00 / Hr	1.5x	2x
Onsite IT Support Advanced (Gold Package)	245.00 / Hr	1.5x	2x

# 5.4 Detailed Description of Smart I.T. Packages

**Proactive Server Monitoring and Alerting** (Included with all MSP Smart I.T. packages): MSP Monitoring Agent software will be installed on each server covered under this Agreement. The agent will monitor the server and provide automated alerting to MSP in the event a problem is detected.

**Proactive Workstation Monitoring and Maintenance** (Included with all MSP Smart I.T. packages): MSP Monitoring Agent software will be installed on each Workstation / Laptop covered under this Agreement. The agent will monitor the Workstation / Laptop and provide automated alerting to MSP in the event a problem is detected.

**Intelligent Alerts & Escalation** (Included with all MSP Smart I.T. packages): With Intelligent Alerts & Escalation, MSP Monitoring Agent Software is used to monitor devices

covered under this Agreement for potential problems. If a problem is detected, a service ticket is created and escalated to the attention of MSP for further action.

**Patch Deployment** (Included with all MSP Smart I.T. packages): With Patch Deployment, Microsoft security updates will be deployed and installed automatically to all Server and Workstation / Laptop systems that are covered under this Agreement on a regular basis. In the event that systems will not accept deployed patches, Project-Oriented work may be required to repair affected system(s) to allow for successful patch installation.

**Temporary File Deletion** (Included with all MSP Smart I.T. packages): With Temporary File Deletion, MSP Monitoring Agent software will automatically remove temporary files from all Workstation / Laptop systems that are covered under this Agreement on a regular basis.

**Internet Debris Removal** (Included with all MSP Smart I.T. packages): With Internet Debris Removal, MSP Monitoring Agent software will automatically remove temporary internet files and debris from all Workstation / Laptop systems that are covered under this Agreement on a regular basis.

**Monthly Executive Summary Reporting** (Included with all MSP Smart I.T. packages): An automated summary report will be emailed to Client on a monthly basis. Summary report will include an overview of the general status / health of Client systems that are covered under this Agreement.

**Monthly Comprehensive Reporting** (Included with MSP Smart I.T. Gold and Platinum packages): A comprehensive report showing the detailed status of each device covered under this Agreement will be emailed to Client on a monthly basis. This report will include detailed statistics on items such as uptime, anti-virus updates, security patching and system utilization.

Remote Server Support (Included with MSP Smart I.T. Gold and Platinum packages): Remote Server Support will provide remote remediation of server issues that are detected by MSP Monitoring Agent software under Proactive Server Monitoring and Alerting. An attempt will be made using remote remediation to correct and resolve all issues that are detected using MSP Proactive Server Monitoring and Alerting; however, in the event that a resolution cannot be reached using remote remediation, client will be notified and an On-Site visit will be required and will be chargeable according to the terms and conditions of this Agreement.

**Remote Workstation Support** (Included with MSP Smart I.T. Gold and Platinum packages): Remote Workstation Support will provide remote remediation of Workstation / Laptop issues that are detected by MSP Monitoring Agent software under Proactive Workstation Monitoring and Maintenance. An attempt will be made using remote remediation to correct and resolve all issues that are detected using MSP Proactive Workstation Monitoring and Maintenance; however, in the event that a resolution cannot be reached using remote remediation, client will be notified and an On-Site visit will be required and will be chargeable according to the terms and conditions of this Agreement.

**Unlimited Remote Help Desk Support for Workstations** (Included with MSP Smart I.T. Gold and Platinum packages): Live Help Desk support for Client end-users available Monday thru Friday 7:00am to 5:00pm PST (excluding holidays) for Workstations / Laptops that are covered under this Agreement. This service provides remote remediation only, and does not include hardware repairs of any kind. If an issue cannot be resolved with remote remediation under Unlimited Remote Help Desk Support for Workstations, an On-Site visit will be required and will be chargeable according to the terms and conditions of this Agreement.

**Asset Data Collection** (Included with MSP Smart I.T. Gold and Platinum packages): With Asset Data Collection, detailed information is collected for each Server and Workstation / Laptop systems on a regular basis. Reports can be generated to display detailed system information, installed applications, and much more. Reports available upon request.

**Anti-Virus Solution** (Included with MSP Smart I.T. Gold and Platinum packages): An Anti-Virus solution will be provided for Servers and Workstations / Laptops that are covered under this Agreement. Licensing for the Anti-Virus solution will be provided to Client as long as the terms and conditions of this Agreement are met; however, in the event that this Agreement is terminated by either party, Client understands that the Anti-Virus licensing will no longer be valid as of the termination date.

**Anti-Spyware Solution** (Included with MSP Smart I.T. Gold and Platinum packages): A spyware solution will be provided for Workstation / Laptop systems that are covered under this Agreement to protect end-user systems from harmful spyware. Licensing for the spyware solution will be provided to Client as long as the terms and conditions of this Agreement are met; however, in the event that this Agreement is terminated by either party Client understands that the spyware licensing will no longer be valid as of the termination date.

**SMART Predictive Reporting** (Included with MSP Smart I.T. Gold and Platinum packages): SMART Predictive Reporting provides reports for Workstation / Laptop systems that can be used to identify possible failures of Client end-user Workstation / Laptop systems that are covered under this Agreement. The information contained in these reports is based on trends in system resources and is provided as a tool to help identify potential upcoming problems that could affect the performance of Workstation / Laptop systems.

**Unlimited On-Site Support** (Included with MSP Smart I.T. Platinum package only): In the event that an issue cannot be resolved by means of remote remediation with Remote Server Support or Unlimited Remote Help Desk Support for Workstations, MSP will dispatch a technician for On-Site remediation or coordinate a Vendor visit under MSP Vendor Management. In order for an issue to qualify for On-Site remediation under Unlimited On-Site Support, the issue must (a) be directly associated to a device covered under this Agreement, (b) all remote remediation attempts to correct the issue must first be exhausted, and (c) the work to correct the issue with an On-Site support visit must be covered under the terms and conditions of this Agreement.

**Priority Response Time** (Included with MSP Smart I.T. Platinum package only): Entitles Client to a priority response time for service requests above other clients that are not covered by a MSP Smart I.T. Platinum package. All services will be provided in accordance with Appendix C and Appendix D of this Agreement.

Vendor Management (Included with MSP Smart I.T. Platinum package only): With Vendor Management, MSP will act as Clients initial single point of contact for issues related to hardware, software and / or any 3rd party vendor applications for devices and / or equipment defined in Appendix A and or Appendix B of this Agreement. Refer to Appendix E of this Agreement for a complete list of Vendors that are approved by MSP as "Managed Vendors" under the terms and conditions of this Agreement. MSP will act as the liaison to schedule the repair, replacement, or correction of the client reported issue provided that the affected system, device, hardware, software application or 3rd party vendor application is covered under this Agreement and meets all of the requirements as defined in Section 4 of this Agreement. If MSP is required to access or modify any existing system or configuration, MSP will invoice Client

according to Section 5.3 of this Agreement. Vendors that are not listed in Appendix E of this Agreement will not be included under MSP Vendor Management.

**Quarterly Vulnerability Assessment** (Included with MSP Smart I.T. Platinum package only): An automated scan performed quarterly by MSP on Client Servers that are covered under this Agreement. The purpose of this scan is to check for possible security concerns on each server therefore helping to ensure the health of Client network. A detailed report will be provided to Client upon completion of this scan on a quarterly basis.

**Quarterly Business Review** (Included with MSP Smart I.T. Platinum package only): MSP will meet with Client on a quarterly basis to (a) discuss and review in detail the status and health of Client network, (b) to review any items of concern detected on Client network, and (c) to discuss any areas of future growth or change that may be required in Client network.