

## REPORT TO CITY COUNCIL

**DATE:** APRIL 23, 2014  
**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL  
**FROM:** GREG RAMIREZ, CITY MANAGER *GR*  
**BY:** CHRISTY PINUELAS, DIRECTOR OF FINANCE *CP*  
**SUBJECT:** REQUEST TO APPROVE THE SECOND AMENDMENT TO AGREEMENT WITH LANSPEED FOR NETWORK SYSTEMS MANAGEMENT AND INFORMATION TECHNOLOGY SERVICES

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

The agreement was amended May 23, 2012, for a two year term and is set to expire on June 30, 2014. The agreement allows the City to extend the contract for an additional year upon mutual agreement between the City and contractor. Lanspeed has held the price for managed services at \$6,250 per month. Staff is recommending that the agreement be extended for one year, ending June 30, 2015.

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

### RECOMMENDATION

Staff respectfully recommends the City Council approve the second Amendment to the Agreement for Consultant Services with the City of Agoura Hills and Lanspeed to commence on July 1, 2014 for an additional one-year period.

Attachment: Second Amendment, Lanspeed Agreement

# AGREEMENT (AMENDMENT) ROUTING SLIP FOR

Lanspeed Inc.

\_\_\_\_\_  
Consultant Name (\$25K and Over Amendment)

**Attached, please find (check one of the following boxes):**

- Note:** As all Amendment templates are customized,  Outside Agency Amendment review and approval is required (Section 1) Complete Sections 1 and 2
- City Agreement Amendment Complete Sections 1 and 2  Special Amendment Complete Sections 1 and 2

**Section 1 – Approve template and/or changes to insurance:** Receive Department Head approval to amend agreement. Check with Risk Manager for insurance and/or template amendments. Risk Manager will authorize emailing City Attorney for amendment template review and approval. Attach City Attorney email response (approval) to this slip.

- |  |  |
|--|--|
| <input type="checkbox"/> <u>CP</u> (Dept. Head Initials/Date)<br>Authorization to Amend Agreement  | <input type="checkbox"/> _____ (Risk Manager Initials/Date)<br>Approval to Forward to City Attorney      |
| <input type="checkbox"/> _____ (Risk Manager Initials/Date)<br>Insurance Amended (See Notes Below) | <input type="checkbox"/> _____ Staff Initials(From No. 1 Below)<br>City Attorney Email Approval Attached |
| <input type="checkbox"/> _____ (Risk Manager Initials/Date)<br>Approve Template (See Notes Below)  | <input type="checkbox"/> _____ Staff Initials/Date<br>Other (See Notes Below)                            |

**Section 2 – Signed Amendment received from Consultant.** Sign/date and attach this routing slip to the proposed amendment and route to staff in the order listed below (i.e., 2-4). Submit the signed amendment, including the appropriate insurance and endorsement, with this completed routing slip, to the Risk Manager (insurance review/approval) who will forward to the City Clerk for final review/distribution. Amendments without the appropriate insurance attached will be returned to the department. A copy of the final amendment will be provided to the Consultant and the staff person (in Item No. 1 below)

- |   |  |
|---|--|
| 1. <u>CP 4/10/14</u><br>Prepared by (Staff Name/Date)                               | 2. <u>CP 4/17/14</u><br>Department Head – Date<br>(Authorization to forward to Risk Mgr/Clerk) |
| 3. <u>[Signature] 4/17/14</u><br>Risk Manager – Date<br>(Insurance Review/Approval) | 4. _____<br>City Clerk – Date<br>(Format Review/Final Distribution)                            |

**- FOR CITY CLERK USE ONLY -**

Year: \_\_\_\_\_ Month/Day: \_\_\_\_\_  
 Amendment/Insurance Received: \_\_\_\_\_  
 To City Attorney for Signatures: \_\_\_\_\_  
 To City Manager/Mayor for Signatures: \_\_\_\_\_  
 City Attorney Email/Scope Attached: \_\_\_\_\_  
 Distributed to Consultant/Staff: \_\_\_\_\_  
 Laserfiche/Log/Index/File: By: \_\_\_\_\_  
 Insurance Logged: By: \_\_\_\_\_

**Notes:**

INS. ok, endorsement on file

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

<b>NAME OF CONSULTANT:</b>	Lanspeed Inc.
<b>RESPONSIBLE PRINCIPAL OF CONSULTANT:</b>	Attn: Chris Chirgwin
<b>CONSULTANT'S ADDRESS:</b>	100 N. Hope Ave. #20 Santa Barbara, CA 93110
<b>CITY'S ADDRESS:</b>	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
<b>PREPARED BY:</b>	Christy Pinuelas
<b>COMMENCEMENT DATE:</b>	June 1, 2011
<b>TERMINATION DATE:</b>	June 30, 2015
<b>CONSIDERATION:</b>	Amendment Amount: \$100,000  Total Contract Price Not to Exceed: \$374,500

**SECOND AMENDMENT TO AGREEMENT BETWEEN  
CITY OF AGOURA HILLS AND LANSPEED, INC.**

**Maintenance and support of City's computer systems**

This SECOND AMENDMENT is made and entered into as of July 1, 2014, by and between the City of Agoura Hills, a municipal corporation (hereinafter referred to as "City"), and Lanspeed, Inc. (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Amendment is made with the respect to the following facts and purposes:

a. On July 1, 2011 the City and Consultant entered into that certain Agreement entitled "Agreement for Consultant Services", in the amount of Eight Four Thousand Five Hundred Dollars and Zero Cents (\$84,500) per year .

b. On May 23, 2012, the City and Consultant entered into the First Amendment to that certain Agreement entitled "Agreement for Consultant Services," to extend the term of the agreement to June 30, 2014 increase the payment in the amount of Ninty Five Thousand Dollars and Zero Cents (\$95,000).

c. The parties now desire to extend the term of the agreement to June 30, 2014, and increase the payment in the amount of One Hundred Thousand Dollars and Zero Cents (\$100,000), and to amend the Agreement as set forth in this Amendment.

2. Section One of the Agreement entitled "TERM" is hereby amended to read as follows:

"This Agreement shall remain and continue in effect until tasks herein are completed, but in no event later than June 30, 2015 unless sooner terminated pursuant to the provisions of this Agreement."

3. Section Four of the Agreement entitled "PAYMENT" at paragraph "a" is hereby amended to read as follows:

"The City agrees to pay Consultant monthly, in accordance with the payment rates and schedules and terms set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. The SECOND Amendment amount shall not exceed One Hundred Thousand Dollars and Zero cents (\$100,000), for additional maintenance and support of City's computer systems for a total Agreement amount of Three hundred Seventy-Four Thousand Dollars and Zero Cents (\$374,000).

4. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this SECOND Amendment to Agreement to be executed the day and year first above written.

**CITY OF AGOURA HILLS**

\_\_\_\_\_  
William D. Koehler,  
Mayor


ATTEST:

\_\_\_\_\_  
Kimberly M. Rodrigues, MMC  
City Clerk  
Date Approved by City Council \_\_\_\_\_

APPROVED AS TO FORM:

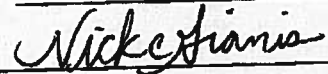
\_\_\_\_\_  
Candice K. Lee,  
City Attorney

**Chris Chirgwin**  
Lanspeed Inc.  
100 N. Hope Ave. #20  
Santa Barbara, CA  
(805)682-9981

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

Print Name: Chris Chirgwin

Title: CEO

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

Print Name: Nick C. Gianis

Title: President & GM

**[Signatures of Two Corporate Officers Required]**

**ATTACHMENT A**

*Attached hereto and incorporated herein is the additional scope of work and associated cost as provided by the Consultant.*

## 5. Description Of Services & Summary Of Fees

### 5.1 MSP Smart I.T. Packages

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

## 5.2 Detailed Description Of Managed Services Packages

<b>Description Of Item / Service</b>	<b>Gold</b>	<b>Platinum</b>
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 Workstations	Yes	Yes
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 & Recommendations	Yes	Yes
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

<b>Type Of Service</b>	<b>Standard Rate</b>	<b>After Hours</b>	<b>Holiday</b>
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.