

AGREEMENT FOR CONSULTING SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONSULTANT:	Neocomp Systems, Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Thomas Csanky Account Manager
CONSULTANT'S ADDRESS:	21541 Nordhoff Street, Bldg F Chatsworth, CA 91311
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attention: Greg Ramirez
COMMENCEMENT DATE:	January 1, 2008
TERMINATION DATE:	June 30, 2009
OPTIONS:	3 one year extensions.
CONSIDERATION:	
Network Support Services	\$4,750 per month
Microsoft SQL Server Maintenance (2 each SQL Servers @ \$500 each)	\$1,000 per month

AGREEMENT FOR CONSULTING SERVICES
WITH THE CITY OF AGOURA HILLS

THIS AGREEMENT is made as of the Commencement Date set forth above, by and between the City of Agoura Hills (hereinafter called "CITY"), and Neocomp Systems, Inc. (hereinafter called "CONSULTANT").

RECITALS

A. CITY desires to have certain professional services provided (the "services") as set forth in Exhibit A attached hereto and incorporated herein.

B. CONSULTANT represents that it is qualified and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Services. CONSULTANT shall perform the services as described in Exhibit A, attached hereto and incorporated herein, to the full satisfaction of CITY.

Section 2. Time of Performance. CONSULTANT shall perform the services on or by the Termination Date set forth above, unless a later date is agreed to in writing by CITY.

Section 3. Compensation. CITY agrees to compensate CONSULTANT, and CONSULTANT agrees to accept in full satisfaction for the services the Consideration set forth above. Said Consideration shall constitute reimbursement of CONSULTANT's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). CITY shall pay CONSULTANT said Consideration in accordance with the schedule of payment set forth in Exhibit B attached hereto and incorporated herein.

Section 4. Independent Contractor. CONSULTANT will act hereunder as an independent contractor. This Agreement shall not and is not intended to constitute CONSULTANT as an agent, servant, or employee of CITY and shall not and is not intended to create the relationship of partnership, joint venture or association between CITY and CONSULTANT.

Section 5. Assignment. This Agreement may not be assigned in whole or in part by either party, without the prior written consent of the other party.

Section 6. CONSULTANT: Responsible Principal. The Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and

CONSULTANT. Designation of another Responsible Principal by CONSULTANT shall not be made without the prior written consent of CITY.

Section 7. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's services under this Agreement. CONSULTANT may associate with or employ associates or subconsultants in the performance of its services under this Agreement, but at all times shall be responsible for their services.

Section 8. Interests of CONSULTANT. CONSULTANT affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 9. Insurance.

(a) CONSULTANT shall submit to CITY certificates and endorsements indicating compliance with the following minimum insurance requirements not less than five working days prior to the beginning of performance under this Agreement.

(i) Worker's Compensation Insurance to cover its employees, if any, as required by the California Labor Code. CONSULTANT shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

(ii) Comprehensive general liability insurance protecting CONSULTANT in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of any one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000; or such other limits as are agreed to in writing by CITY.

(iii) Automobile insurance in at least the minimum amounts required by state law for any automobile used for business purposes with the City.

(iv) Errors and omissions liability insurance in an amount not less than \$1,000,000.00 per occurrence or such other limits as are agreed to in writing by CITY.

Such policies of insurance shall cover the operations of CONSULTANT pursuant to the terms of this Agreement; shall name and list CITY, its officers, agents, volunteers, employees, and attorneys as additional insureds (except on errors and omissions insurance); shall be issued by an insurance company which is admitted to do business in the State of California or which is approved in writing by the City; shall be placed with a current A. M. Best's rating of no less than A VII; shall be primary as respects CITY's officers, agents, volunteers, employees and attorneys; shall provide that

coverage shall not be suspended, voided, cancelled or reduced in coverage or limits except after thirty (30) days notice by certified mail has been given to CITY; and shall include a severability clause. Any and all exceptions to insurance coverage are required prior to commencement of work.

(b) CONSULTANT shall not commence the performance of the services until the above insurance has been obtained and certificate(s) of insurance evidencing all of the coverages required and additional insured endorsement(s) have been filed with and approved by CITY. Procurement of insurance by CONSULTANT shall not be construed as a limitation of CONSULTANT's liability or as full performance of CONSULTANT's duties to indemnify, hold harmless, and defend under this Agreement.

(c) CONSULTANT shall require all its subcontractors, including each person or entity responsible for the provision of services hereunder to be covered by similar insurance.

(d) Any self insured retainers or deductibles shall be subject to CITY approval.

Section 10. Indemnification. The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the CITY against damages, liabilities and costs arising from the negligent acts of the CONSULTANT in the performance of consulting and professional services under this Agreement, to the extent that the CONSULTANT is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between the CONSULTANT and the CITY. The CONSULTANT shall not be obligated to indemnify the CITY for the CITY'S own negligence.

Section 11. Termination. CITY may terminate this Agreement with or without cause upon five days' written notice to CONSULTANT without further action by CITY; provided, however, that, if said termination is without cause, CITY shall pay for services satisfactorily completed before the termination.

Section 12. Notice. Any notice required to be given to CONSULTANT shall be deemed duly and properly given upon delivery, if sent to CONSULTANT postage prepaid to the CONSULTANT's address set forth above or personally delivered to CONSULTANT at such address or other address specified to CITY in writing by CONSULTANT.

Any notice required to be given to CITY shall be deemed duly and properly given upon delivery, if sent to CITY postage prepaid to CITY's address set forth above or personally delivered to CITY at such address or other address specified to CONSULTANT in writing by CITY.

Section 13. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior

negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

EXECUTED the day and year first above stated.

CITY OF AGOURA HILLS

By _____
Greg Ramirez, City Manager

Attest:

Kimberly M. Rodrigues, City Clerk

CONSULTANT

By _____
Thomas Csanky, Account Manager

Approved as to Form

Craig A. Steele, City Attorney

EXHIBIT A

Scope of Services

Services include but are not limited to:

Network Support Services

A. Software Services

1. Four hours monthly service with a Microsoft Certified Systems Engineer to perform all non-remedial network administration.
2. Monthly network server scheduled routine and/or preventative maintenance includes; remove old transaction logs and backup files, security audited, performance evaluation and review of backup systems and procedures.
3. Quarterly network server routine maintenance includes; service packs and patches installed, backup solutions tested and restored, performance testing and adjustments.
4. Two-hour response onsite for all **Critical** Network Problems. Critical problem is defined as affects multiple users, server hardware or software failure, remote circumvention ***is not*** possible. Continuous effort until problem resolution.
5. Four-hour response onsite for all **Severe** Network Problems. Severe problem is defined as affects single user, remote circumvention ***is not*** possible. Continuous effort until problem resolution.
6. Next business day response for all **Standard** Network Problems. Standard problem is defined as affects single or multiple users, remote circumvention ***is*** possible. (i.e. redirect network printer)
7. Remote monitoring, if possible, of all network servers.
8. Configuration and support of all network operating system software.
9. Configuration and support of Citrix software
10. Configuration of all network operating system software required at the desktop.
11. Configuration and support of all desktop operating system software.

12. Configuration and support of email servers and email desktop software.
13. Configuration and support of Microsoft desktop productivity systems, such as Microsoft Office
14. Configuration and support of Internet servers and internet desktop software. (Does not include responsibility for ISP connections or lines and service provided by local telephone company.)
15. Configuration and support of all Anti-virus software and systems. (User must own or purchase sufficient software to provide total coverage.)
16. Configuration and support of all Anti-spam software and systems. (User must own or purchase sufficient software to provide total coverage.)
17. Configuration and support of Backup systems. Neocomp will check and make routine adjustments to backup systems. User must complete Neocomp backup procedures in order for Neocomp to restore existing user information and data. (User must own or purchase sufficient software to provide total coverage.)

B. Hardware Services

1. Network server hardware support, includes all parts, labor and travel.
2. Desktop hardware support includes all parts, labor and travel.
3. Network and desktop printer hardware support includes all parts, labor and travel.
4. Four hour response time for all hardware support.

C. Miscellaneous

1. Network documentation of entire network maintained in network logbook kept on site. (User must have existing baseline documentation for this service)
2. Remedial and preventative maintenance may be performed either onsite or remotely, at the discretion of the service provider.
3. Account reviews with management held onsite on a regular basis.

4. All onsite service calls not defined as *Critical, Severe or Standard* and outside of the scheduled monthly maintenance will be billed at \$125.00 per hour with a one-hour minimum and a best effort response time.
5. Installation and upgrades of existing software applications, other than those defined above in the Software Services section, is excluded. Services can be provided at the hourly rate.
6. All application support is excluded except when network or desktop operating systems impact upon application performance. Neocomp will provide access to application vendors and technical assistance with problem resolution.

D. General Terms & Conditions

1. **Eligibility - Hardware and software is eligible under the Network Support Service program provided it is in good operating condition at beginning of program and Neocomp serviceability requirements and site environmental conditions are met.**
2. **Condition of Equipment - The hardware and software may require an inspection prior to acceptance of the agreement. There may be additional charges to bring the hardware and/or software to good operating condition. Any repairs and/or adjustments determined necessary in order to meet eligibility for Network Support Service will be made at the manufacturers per call rates, and Terms and Conditions then in effect.**
3. **Remedial Maintenance** - Remedial maintenance and response times will be provided within the contracted hours of coverage. A field service representative will respond during the contracted hours of coverage, Monday thru Friday, 8:00 AM to 5:00 PM, on a priority basis over standard service requests. Service and remedial maintenance will be provided continuously until the problem is resolved.
4. **Preventative Maintenance** - Scheduled preventative maintenance (if applicable) is provided during the contracted hours of coverage in accordance with standards specified by the manufacturer.
5. **Field Change Orders** - Field service representatives will install all applicable Field Change Orders, which in Neocomp's or the manufacturer's opinion are required to ensure proper operation, during the contracted hours of coverage.

6. **Labor & Materials** - All labor and parts are provided, except as noted elsewhere in this document, all items identified as consumables by the manufacturer, all software upgrades provided for cost and all hardware upgrades.
7. **Parts** - Replacement parts may be new or refurbished. Replaced parts become the property of the manufacturer and/or service provider.
8. **Predictive Tools/Remote Diagnosis** - Manufacturer and/or Neocomp may provide predictive tools on applicable systems. Remote diagnosis may be utilized on those systems that feature remote diagnostic capability.
9. **Coverage** - Network Support Service is onsite hardware and software support coverage on normal business days, Monday thru Friday, 8:00 a.m. to 5:00 p.m. with a four hour response time except as noted and modified in the Network Support Service section and/or attached spreadsheet.

E. End User Requirements

1. Notify Neocomp immediately of any equipment malfunction. Allow all Neocomp personnel and/or its agent's full and unconditional access to all equipment and software.
2. Notify Neocomp of any potential safety or health hazards that may exist at the site, as well as provide and recommend safety procedures to be followed while at the site.
3. Provide at no charge to Neocomp a reasonably secure workspace and storage facilities, supplies and scratch media (including spare tapes, disk media and CD-ROMs) as required and full-unrestricted access to all communication facilities.
4. Maintain a current copy of the operating system, all applicable programs and data readily accessible by Neocomp personnel and/or its agents.
5. Maintain all necessary software subscriptions, licenses and hardware registrations, including but not limited to; HP, Compaq, Cisco, Citrix, Microsoft, backup systems, antivirus and antispam.
6. Maintain site conditions within the environmental range of all system devices and media as specified by equipment manufacturer.

F. Exclusions

1. The following services are not included under the Neocomp Network Support Service Agreement:
 - (a) Service that are outside the contracted hours of coverage.
 - (b) Services, which in Neocomp's opinion are required due to improper treatment or use of equipment, acts of God or war.
 - (c) Services required due to unauthorized attempts by other than Neocomp personnel or agents to repair or modify the software or hardware.
 - (d) Spyware removal. (Unless anti-spyware product is purchased, installed and maintained. Product must be approved by Neocomp)
 - (e) Spam related problems. (Unless anti-spam product is purchased, installed and maintained. Product must be approved by Neocomp)
 - (f) All consumables including toner, paper and, batteries for UPS backups and laptops.
 - (g) Services required due to causes external to the Neocomp maintained equipment.
 - (h) Telephone switch and equipment.
 - (i) Copying machines.
 - (j) Fax machines.
 - (k) Reconfiguration of equipment.
 - (l) Loaner equipment is provided at the sole discretion of the Neocomp Account Manager.
 - (m) Individual hardware products that cannot, in Neocomp's opinion, be properly repaired due to excessive wear or deterioration. These products may be withdrawn from service upon 30 days written prior notice, which notice shall not be issued prior to the end of the first year.

Microsoft SQL Server Maintenance

The Microsoft SQL Server Maintenance Contract includes remote connection support, phone support or on-site support, based on the situation, as determined by Neocomp.

A. Microsoft SQL Server Maintenance

1. SQL server and database recovery in the event of system failure
2. Remote and offsite technical support for SQL server related issues
3. Monthly SQL server security audit
4. Monthly inspection and performance tuning
5. Trim database and log files to reclaim system resources and avoid file fragmentation
6. Storage allocation tuning
7. Conduct preventive maintenance and performance tuning on files and index as needed
8. Implement a backup and recovery plan to recover transactions to the point of system failure
9. Automate backup services
10. Remote monitoring of backup services and status
11. Apply appropriate service patches and hot-fixes on a quarterly basis
12. Annual performance evaluation and upgrade recommendation analysis
13. System documentation of SQL server's schema, security, and storage allocation

14. Performance tuning, monitor, identify, and fix potential system bottlenecks which could lead to server failure

B. The Microsoft SQL Server Maintenance Agreement excludes the following services:

1. Any application or programming changes running on the SQL server
2. The support contract does not cover SQL programming changes and new application development costs.
3. Operating system failure and/or errors
4. Any other applications running on the SQL server.
5. Services required due to unauthorized attempts by other than Neocomp personnel or agents to repair or modify the software will result in additional charges at the hourly labor rate.

EXHIBIT B

Schedule of Payment

CONSULTANT shall submit monthly invoices to CITY with detailed accounting by task and amount expended per task and amount remaining for each task. All reimbursable expenses shall be itemized and submitted to CITY for approval. Upon approval, CITY shall make payment to CONSULTANT within 30 days.

The work outlined in the Scope of Services, Exhibit A, shall be provided on a per month contract fee, time-and-materials basis, as listed below for special projects.

Schedule of Hourly Billing Rates (effective January 1, 2008)

<u>Staff Person</u>	<u>Hourly Rate (\$)</u>
Network Engineer	125 per hour
SQL Engineer	125 per hour
Technician	95 per hour