



City of La Quinta

CITY / SA/ HA/ FA MEETING DATE: March 3, 2015

ITEM TITLE: APPROVE PROFESSIONAL SERVICES AGREEMENT WITH SIGMANET, INC. FOR COMPREHENSIVE INFORMATION TECHNOLOGY SERVICES

AGENDA CATEGORY:

BUSINESS SESSION: 1

CONSENT CALENDAR:

STUDY SESSION:

PUBLIC HEARING:

RECOMMENDED ACTION:

Approve a Professional Services Agreement with SigmaNet, Inc. for comprehensive information technology services, and authorize the City Manager to execute and amend, as needed, during the term of the agreement.

EXECUTIVE SUMMARY:

- Over the last 18 months, the City's information technology (IT) infrastructure has become more complex with the implementation of new software systems and additional specialized knowledge is now required to fully operate the City's systems.
- On December 29, 2014, the City issued a Request for Proposals (RFP) for comprehensive information technology services and received five proposals.
- An eight member committee comprised of representatives from each City department reviewed the proposals and interviews were conducted with the top two firms.
- SigmaNet, Inc. was unanimously recommended for approval of a Professional Services Agreement (Attachment 1).

FISCAL IMPACT:

The cost of this agreement is \$156,600 annually (\$13,050 per month), which includes a 30 percent discount negotiated by staff. Funds are available through the

remainder of this fiscal year for the proposed expense in the Information Technology budget.

BACKGROUND/ANALYSIS:

The City has invested approximately \$600,000 in new systems and tools in order to provide better customer service to residents, businesses and tourists and to increase the City's overall efficiency and cost containment. This investment included a new financial system, permitting system, revised websites, and upgraded IT hardware. These new systems have created the foundation for a high performing and strong customer- focused culture. In order to continue the momentum, the City requires enhanced IT capacity to service both internal and external customers.

City staff authored the scope of work for the RFP and announced it through several online RFP databases, distributed it to several vendors that specialize in this field, and posted it on the City's website. Responses received were from SigmaNet, Synoptek, Southwest Networks, Accent Computer Solutions, and Leverage IT. The proposals were reviewed by the committee as well as Henson Consulting Group and NexLevel Information Technology, as these consultants have worked with the City's information technology systems. Of the two top firms, SigmaNet came highly recommended from other cities, has a depth of knowledge in all aspects of information technology, and employs a metrics-based approach in their services.

Located in Ontario, California and looking to expand their presence in the Coachella Valley, SigmaNet has over 150 technical professionals and over 28 years of industry experience providing business-driven managed services. The firm has carrier grade remote monitoring and management tools, which is similar to the level used by major telecommunications companies, with two physical sites for network operations centers that oversee complex networking environments that require high availability. In addition, they hold certifications from major vendors including Cisco, Dell, Hewlett Packard, Microsoft, VMware, IBM, and many others, which are applications and hardware already utilized by the City.

Should the Council approve this agreement, SigmaNet will provide daily onsite services, predictive network monitoring, remote engineering and technical support, programming and GIS services, reporting monthly analytics and support third-party hardware and software vendors. During negotiations with SigmaNet, staff had productive conversations that resulted in several beneficial items for the City:

- Establishment of service level standards (and a penalty if not met);
- A requirement that SigmaNet's customer satisfaction rating must be a minimum of 97 percent (out of 100 percent) per month;

- Taking advantage of three year pricing (term of the contract is one year with options to renew for two additional years) during the first year;
- Monthly reports and metrics;
- Ability to select the on-site IT technician (with a 40 hour per week schedule until deemed unnecessary by the City); and
- Enhanced insurance and contract language relating to cyber liability.

By partnering with a full-service company like SigmaNet, the City will have access to multiple areas of expertise. The City has a complex network and applications including firewalls, databases, a virtual environment, and network equipment that require complex programming and design. Their programming knowledge will also be useful for future custom application development needs and with assisting the City with managing the custom integrations between the new finance and permitting systems currently in use. Normally, having access to this breadth of knowledge and skills would have to be found using multiple companies or several full time employees. By retaining SigmaNet to fully manage IT services, the City will not need to individually procure network monitoring and antivirus software, geographic information systems consultants, contracted programmers, and contracted backup staff that amounts to \$65,000 annually as those services will be provided by SigmaNet under the proposed agreement. Further, the proposed agreement includes a contracted on-site IT technician with access to a team of IT professionals.

ALTERNATIVES:

As the City will be unable to find another vendor that provides such high level of service for this price, staff does not recommend an alternative.

Report prepared by: Chris Escobedo, Assistant to City Manager

Report approved for submission by: Frank J. Spevacek, City Manager

Attachment: 1. Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into by and between the CITY OF LA QUINTA, ("City"), a California municipal corporation, and SIGMAnet, Inc. ("Consultant"). The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide those services related to comprehensive information technology services, as specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference (the "services" or "work"). Consultant warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services.

1.2 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations and laws of the City of La Quinta and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Except as otherwise specified herein, Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the services required by this Agreement.

1.4 Familiarity with Work. By executing this Agreement, Consultant warrants that (a) it has thoroughly investigated and considered the work to be performed, (b) it has investigated the site of the work and fully acquainted itself with the conditions there existing, (c) it has carefully considered how the work should be performed, and (d) it fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the work or as represented by City, Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer (as defined in Section 4.2 hereof).

1.5 Care of Work and Standard of Work.

a. Care of Work. Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work performed by Consultant, and the equipment, materials, papers and other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until

acceptance of the work by City, except such losses or damages as may be caused by City's own negligence. The performance of services by Consultant shall not relieve Consultant from any obligation to correct any incomplete, inaccurate or defective work at no further cost to City, when such inaccuracies are due to the negligence of Consultant.

b. Standard of Work. Consultant acknowledges and understands that the services and work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Consultant's services and work will be held to a heightened standard of quality and workmanship. Consistent with Section 1.4 hereinabove, Consultant represents to City that it holds the necessary skills and abilities to satisfy the heightened standard of work as set forth in this Agreement.

1.6 Additional Services. In accordance with the terms and conditions of this Agreement, Consultant shall perform services in addition to those specified in the Scope of Services ("Additional Services") when directed to do so by the Contract Officer. Consultant shall not perform any Additional Services until receiving prior written authorization from the Contract Officer. It is specifically understood and agreed that oral requests and/or approvals of Additional Services shall be barred and are unenforceable. Failure of Consultant to secure the Contract Manager's written authorization for Additional Services shall constitute a waiver of any and all right to adjustment of the Contract Sum or time due, whether by way of compensation, restitution, quantum meruit, etc. for Additional Services provided without the appropriate authorization from the Contract Manager. Compensation for properly authorized Additional Services shall be made in accordance with Section 2.2 of this Agreement.

1.7 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in Exhibit "D" (the "Special Requirements"). In the event of a conflict between the provisions of the Special Requirements and any other provisions of this Agreement, the provisions of the Special Requirements shall govern.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with Exhibit "B" (the "Schedule of Compensation") in an amount of One Hundred Fifty-six Thousand, Six Hundred Dollars (**\$156,600**) (the "Contract Sum"), except as provided in Section 1.6. The method of compensation set forth in the Schedule of Compensation may include a lump sum payment upon completion, payment in accordance with the percentage of completion of the services, payment for time and materials based upon Consultant's rate schedule, but not exceeding the Contract Sum, or such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, transportation expense, telephone expense, and similar costs and expenses when and if specified in the Schedule of Compensation. Regardless of the method of compensation set forth in the Schedule of

Compensation, Consultant's overall compensation shall not exceed the Contract Sum, except as provided in Section 1.6 of this Agreement, "Additional Services."

2.2 Compensation for Additional Services. Additional services approved in advance by the Contract Manager pursuant to Section 1.6 of this Agreement, "Additional Services," shall be paid for in an amount agreed to in writing by both City and Consultant in advance of the Additional Services being rendered by Consultant. Any compensation for Additional Services amounting to five percent (5%) or less of the Contract Sum may be approved by the Contract Officer. Any greater amount of compensation for additional services must be approved by the La Quinta City Council. Under no circumstances shall Consultant receive compensation for any Additional Services unless prior written approval for the Additional Services is obtained from the Contract Officer pursuant to Section 1.6 of this Agreement.

2.3 Method of Billing. Any month in which Consultant wishes to receive payment, Consultant shall submit to City no later than the tenth (10th) working day of such month, in the form approved by City's Finance Director, an invoice for services rendered prior to the date of the invoice. Such invoice shall (1) describe in detail the services provided, including time and materials, and (2) specify each staff member who has provided services and the number of hours assigned to each such staff member. Such invoice shall contain a certification by a principal member of Consultant specifying that the payment requested is for work performed in accordance with the terms of this Agreement. City will pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement no later than thirty (30) days after invoices are received by the City's Finance Department.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. All services rendered pursuant to this Agreement shall be performed diligently and within the time period established in Exhibit C (the "Schedule of Performance"). Extensions to the time period specified in the Schedule of Performance may be approved in writing by the Contract Officer.

3.3 Force Majeure. The time period specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of the public enemy, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, acts of any governmental agency other than City, and unusually severe weather, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the forced delay when and if in his or her

judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. Extensions to the Schedule of Performance which are determined by the Contract Officer to be justified pursuant to this Section shall not entitle the Consultant to additional compensation in excess of the Contract Sum.

3.4 Term. Unless earlier terminated in accordance with Sections 8.7 or 8.8 of this Agreement, the term of this agreement shall commence on March 3, 2015 and terminate on March 3, 2016 (initial term). This agreement may be extended for 2 additional year(s) upon mutual agreement by both parties (extended term).

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. The following principals of Consultant are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

- a. Kevin Turner, Practice Director of Managed Services
E-mail: KTurner@SIGMAnet.com
- b. Zeina Ammar, Account Manager
E-mail: ZAmar@SIGMAnet.com
- c. Paul Edge, Vice President of Managed Services
E-mail: PEdge@SIGMAnet.com
- d. Michael Wells, Program Manager
E-mail: MWells@SIGMAnet.com

It is expressly understood that the experience, knowledge, capability, and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder.

The foregoing principals may not be changed by Consultant and no other personnel may be assigned to perform the service required hereunder without the express written approval of City.

4.2 Contract Officer. The Contract Officer shall be the City Manager or such other person as may be designated by the City Manager of City. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and Consultant shall refer any decisions, which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for City to enter into this Agreement. Except as set forth in this Agreement, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City.

4.4 Independent Contractor. Neither City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

4.5 City Cooperation. City shall provide Consultant with any plans, publications, reports, statistics, records or other data or information pertinent to services to be performed hereunder which are reasonably available to Consultant only from or through action by City.

5.0 INSURANCE

5.1 Insurance. Prior to the beginning of and throughout the duration of the Work performed under this Agreement, Consultant shall procure and maintain, at its cost, and submit concurrently with its execution of this Agreement, Commercial General Liability insurance against all claims for injuries against persons or damages to property resulting from Consultant's acts or omissions rising out of or related to Consultant's performance under this Agreement. The insurance policy shall contain a severability of interest clause providing that the coverage shall be primary for losses arising out of Consultant's performance hereunder and neither City nor its insurers shall be required to contribute to any such loss. A certificate evidencing the foregoing and naming City and its officers and employees as additional insured (on the Commercial General Liability policy only) shall be delivered to and approved by City prior to commencement of the services hereunder.

The following policies shall be maintained and kept in full force and effect providing insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A:VI:

Commercial General Liability (at least as broad as ISO CG 0001)
\$1,000,000 (per occurrence)
\$2,000,000 (general aggregate)

Commercial Auto Liability (at least as broad as ISO CA 0001)

\$1,000,000 (per accident)

Errors and Omissions Liability
\$1,000,000 (per claim and aggregate)

Workers' Compensation
(per statutory requirements)

Consultant shall carry automobile liability insurance of \$1,000,000 per accident against all claims for injuries against persons or damages to property arising out of the use of any automobile by Consultant, its officers, any person directly or indirectly employed by Consultant, any subcontractor or agent, or anyone for whose acts any of them may be liable, arising directly or indirectly out of or related to Consultant's performance under this Agreement. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person. The term "automobile" includes, but is not limited to, a land motor vehicle, trailer or semi-trailer designed for travel on public roads. The automobile insurance policy shall contain a severability of interest clause providing that coverage shall be primary for losses arising out of Consultant's performance hereunder and neither City nor its insurers shall be required to contribute to such loss.

Consultant shall carry Workers' Compensation Insurance in accordance with State Worker's Compensation laws with employer's liability limits no less than \$1,000,000 per accident or disease.

In addition, Consultant shall obtain and maintain throughout the duration of the contract technology errors and omissions liability coverage with limits of \$1,000,000 per occurrence/loss. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:

- a. Liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, stored or transmitted in electronic form.
- b. Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks.
- c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

If coverage is maintained on a claims-made basis, consultant shall maintain such coverage for an additional period of three (3) years following termination of the contract.

All insurance required by this Section shall be kept in effect during the term of this Agreement and shall not be cancelable without written notice to City of proposed cancellation. The procuring of such insurance or the delivery of policies or certificates evidencing the same shall not be construed as a limitation of Consultant's obligation to indemnify City, its officers, employees, contractors, subcontractors, or agents.

5.2 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement.
- b. Order Consultant to stop work under this Agreement and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.
- c. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to any other remedies City may have. The above remedies are not the exclusive remedies for Consultant's failure to maintain or secure appropriate policies or endorsements. Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractors' performance of work under this Agreement.

5.3 General Conditions pertaining to provisions of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors, and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

8. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.

9. Consultant agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

10. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein (with the exception of professional liability coverage, if required) and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any

way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

11. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.

12. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

13. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

14. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

15. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five (5) days of the expiration of coverages.

16. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.

17. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a

given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

18. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.

19. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

20. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

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

6.0 INDEMNIFICATION.

6.1 General Indemnification Provision.

a. Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities of every kind, nature and description, damages, injury (including, without limitation, injury to or death of an employee of Consultant or subconsultants), costs and expenses of any kind, whether actual, alleged or threatened, including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation, to the extent same are cause in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Consultant.

b. Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses) incurred in connection therewith and costs of investigation, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant.

6.2 Standard Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this section from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this agreement or this section.

a. Indemnity Provisions for Contracts Related to Construction. Without affecting the rights of City under any provision of this agreement, Consultant shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Consultant will be for that entire portion or percentage of liability not attributable to the active negligence of City.

b. Indemnification Provision for Design Professionals.

1. Applicability of Section 6.2(b). Notwithstanding Section 6.2(a) hereinabove, the following indemnification provision shall apply to Consultants who constitute "design professionals" as the term is defined in paragraph 3 below.

2. Scope of Indemnification. To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless City and City's agents, officers, officials, employees, representatives, and departments ("Indemnified Parties") from and against any and all claims, losses, liabilities of every kind, nature and description, damages, injury (including, without limitation, injury to or death of an employee of

Consultant or subconsultants), costs and expenses of any kind, whether actual, alleged or threatened, including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation, that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any subconsultant, anyone directly or indirectly employed by them or anyone that they control.

3. Design Professional Defined. As used in this Section 6.2(b), the term "design professional" shall be limited to licensed architects, registered professional engineers, licensed professional land surveyors and landscape architects, all as defined under current law, and as may be amended from time to time by Civil Code § 2782.8.

7.0 RECORDS AND REPORTS.

7.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning Consultant's performance of the services required by this Agreement as the Contract Officer shall require.

7.2 Records. Consultant shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the cost and the performance of such services. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principals. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.3 Ownership of Documents. Originals of all drawings, specifications, reports, records, documents and other materials, whether in hard copy or electronic form, which are prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement, shall be the property of City and shall be delivered to City upon termination of this Agreement or upon the earlier request of the Contract Officer, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Consultant shall cause all subcontractors to assign to City any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages suffered thereby.

In the event City or any person, firm or corporation authorized by City reuses said documents and materials without written verification or adaptation by Consultant for the specific purpose intended and causes to be made or makes any changes or alterations in said documents and materials, City hereby releases, discharges, and exonerates Consultant from liability resulting from said change. The provisions of this clause shall survive the completion of this Contract and shall thereafter remain in full force and effect.

7.4 Release of Documents. The drawings, specifications, reports, records, documents and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer or as required by law. Consultant shall not disclose to any other entity or person any information regarding the activities of City, except as required by law or as authorized by City.

8.0 ENFORCEMENT OF AGREEMENT.

8.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefore. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the Contract Officer; provided that if the default is an immediate danger to the health, safety and general welfare, City may take such immediate action as City deems warranted. Compliance with the provisions of this section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.7.

8.3 Retention of Funds. City may withhold from any monies payable to Consultant sufficient funds to compensate City for any losses, costs, liabilities, or damages it reasonably believes were suffered by City due to the default of Consultant in the performance of the services required by this Agreement.

8.4 Waiver. No delay or omission in the exercise of any right or remedy of a non defaulting party on any default shall impair such right or remedy or be construed as a waiver. City's consent or approval of any act by Consultant requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Consultant. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.5 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.6 Legal Action. In addition to any other rights or remedies, either party may take legal action, at law or at equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.7 Termination Prior To Expiration Of Term. This section shall govern any termination of this Agreement, except as specifically provided in the following Section 8.8 for termination for cause. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 8.3.

8.8 Termination for Default of Consultant. If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.2, take over work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of setoff or partial payment of the amounts owed City as previously stated in Section 8.3.

8.9 Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit from the losing party.

9.0 CITY OFFICERS AND EMPLOYEES; NONDISCRIMINATION.

9.1 Non-liability of City Officers and Employees. No officer or employee of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Conflict of Interest. No officer or employee of City shall have any personal interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his or her personal

interest or the interest of any corporation, partnership or association in which she or he is, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or general consideration for obtaining this Agreement.

9.3 Covenant against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

10.0 MISCELLANEOUS PROVISIONS

10.1 Notice. Any notice, demand, request, consent, approval, communication either party desires or is required to give the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this section.

To City:
CITY OF LA QUINTA
Attention: Frank Spevacek,
City Manager
78-495 Calle Tampico
La Quinta, California 92253

To Consultant:
SIGMAnet, Inc.
Attention: Paul Edge, Vice President
4290 East Brickell Street
Ontario, CA 91761
e-mail: PEdge@SIGMAnet.com

10.2 Integrated Agreement. This Agreement contains all of the agreements of the parties and all previous understanding, negotiations and agreements are integrated into and superseded by this Agreement.

10.3 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing signed by both parties.

10.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder.

10.5 Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

CITY OF LA QUINTA a California municipal corporation

Frank J. Spevacek, City Manager

Date

ATTEST:

Susan Maysels, City Clerk

APPROVED AS TO FORM:

William H. Ihrke, City Attorney

CONSULTANT: _____

Sigmanet

By: _____



Name: Paul Edge
Title: Vice-President
Date: 2-26-2015

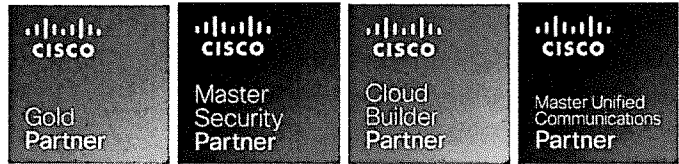
Exhibit A
Scope of Services



SIGMA netCARE Managed Services Agreement

Managed Cloud Services		We Take Care of IT
Data Center Services	Total IT Operations Management	So You Can Take Care of Your Business
IT Professional Services	Managed Security	Managed End-User & Mobility
IT Staffing	Managed IT	Free Consultation
SOI and Customers	Applications Virtualization Compute Network Storage	Managed IT Infrastructure

Providing Technology Solutions for over 28 years!



I. SIGMAnetCARE Scope of Services

SIGMAnet Contact Information

SIGMAnetCARE Practice Director	SIGMAnet Account Manager
Kevin Turner	Zeina Ammar
Practice Director of Managed Services	Account Manager
KTurner@SIGMAnet.com	zamar@SIGMAnet.com
909.230.7036	909.292.5115
SIGMAnetCARE Executive Management	SIGMAnetCARE Program Manager
Paul Edge	Michael Wells
Vice President of Managed Services	Program Manager
PEdge@SIGMAnet.com	MWells@SIGMAnet.com
909.230.7074	909.230.6631
Customer Management	Customer Technical

SIGMANetCARE's state-of-the-art 24x7x365 Network Operations Center (NOC) provides proactive maintenance, monitoring, managing and problem resolution. Based on the Information Technology Infrastructure Library (ITIL) process, SIGMANetCARE provides ease of mind while ensuring service level agreements. We focus on maintaining connectivity, up-to-date systems, immediate remediation, change management and live access to advanced reporting. We ensure our customers focus on their business objectives by transparently providing the day-to-day network administration of their networks. Network outages or network performance problems can cause significant economic impacts to your day-to-day operations. Managing Network devices is critical to maintaining the health and integrity of your network.

SIGMANetCARE monitors critical network components while providing regular communication and reports covering the overall health of your network and the results of our service. Potential issues are identified and remediated before downtime occurs, improving performance and availability for mission-critical systems. When combined with our Mission Critical 24x7x365 Support Services, SIGMANetCARE provides a comprehensive and proactive hardware and software support solution while ensuring High Reliability, High Availability, Reduced Risk, and Total Service for your mission critical network infrastructure and applications.



Managed Applications

Applications Monitoring

SIGMANetCARE provides a holistic monitoring of applications using a variety of methods; web response, actual transactions, application health on the server, and database inquiries to collect detailed application metrics. Our application monitoring solution covers all the infrastructure components that make up application service delivery. From the applications themselves to the correlating database, network and storage resources, and the physical or virtual services and OS on which the applications run, we give you the complete picture of application availability, health, performance, and risk, all in concert with SLO's and business policies.



Managed Virtualization

Virtualization Monitoring

SIGMANetCARE provides utilizes powerful tools for server virtualization monitoring and IT monitoring and management, giving you visibility across the components of your virtual environment. The system also provides visibility into configuration, performance, and availability reporting. With automated discovery and the correlation of events across all components, the service enables our engineers at a glance see the virtualized environment for effective service delivery.



Managed Server

Server Monitoring

SIGMANetCARE provides extensive systems management and server monitoring software for server performance monitoring, diagnostics, and tools, regardless of manufacturer and operating system. The service is comprised of SIGMANet monitoring and patch management of a customer's physical or virtual server systems. As part of the Essential level of service, SIGMANet will monitor operating system level services as well as key physical elements, which include but are not limited to hard drive, CPU and memory usage. Events captured in this monitoring service will be handled and escalated to customer based on escalation procedures. Also included in this level is patch management. Server devices covered under this service will be added to the monthly patch schedule according to the current SIGMANet Patch Policy. Services included within this offering apply to a single physical or virtual server instance.



Managed Network

Network Monitoring

SIGMANetCARE provides 24x7 network monitoring by analyzing device availability and performance with real-time views and topology maps. From the device health, utilization, interface and the telecommunications the flows throughout the network. The service provides the tools and basic services required to manage and monitor a network switch. Advanced version of this service includes monitoring and event management, switch software patching, and remediation of incidents and underlying problems with the device. SIGMANetCARE will maintain a configuration of the device, and also apply patches (i.e. IOS updates for Cisco devices) at a regular interval. SIGMANet will not apply every minor patch to the network switch but will apply patches and updated software every 6 months or sooner in the event of a bug or critical security risk.



Managed Storage

Storage Monitoring

SIGMANetCARE platform delivers a true picture of all the components – virtual machines, databases, applications, and more – that rely on storage resources for service delivery. The service is comprised of the management, provisioning and maintenance of customer owned, direct attached, fiber channel, iSCSI and network attached storage according to the storage management service that SIGMANetCARE provides. The SIGMANetCARE managed dedicated storage offering consists of the services according to all of the ITIL processes (listed below). SIGMANetCARE gathers performance requirements from the customer to provide specific service levels under this offering, and manages the storage array to meet these requirements. Services included within this offering apply to a single storage array. Also included in this service is the management of the storage fabric and host connectivity as outlined in other segments of the Service Catalog. Not included in this service are data integrity services, such as data mirroring or backup, some of which are offered through other offerings in our Service catalog, as well as our Project Services offering



Managed Unified Communications

Unified Communications Monitoring

SIGMANetCARE Managed Unified Communication Services provide proactive monitoring and support for your entire converged UC network and its integrated applications. We help you increase network efficiency, optimize customer service, support growth initiatives and cut operating expenses. We are technology independent have a complete framework to supervise, assist and administer the voice and collaboration infrastructure providing remote and on-site troubleshooting thus enabling a constant visibility of how its actual performance and identifying potential risks before they occur. Our services take advantage of your current technology and centralize support, management, and reporting to meet service level agreements. You retain control of your converged communications infrastructure while we ensure your people stay connected with each other and with customers, even when you're expanding, moving or streamlining your business.



Managed Security

Security Monitoring

SIGMANetCARE Managed Security Services, through proactive security monitoring and documented security policies and procedures, provides a turnkey security intelligence that provides proactive respond to potential IT threats, mitigate risk, and increase business continuity. With Managed Security services you can minimize risk to your assets and lower operational costs associated with managing, monitoring and securing your infrastructure. Our certified security professionals serve as an extension of your staff, mitigating threats to your business and working directly with your team to reduce IT risk while providing the remediation process to reestablish communication in the event of a security breach.

3. Service Description

Under this agreement, SIGMANet will provide the following SIGMANetCARE Managed Services.

3.1 Remote Network Infrastructure Services

MANAGED	
SIGMANetCARE shall monitor, assist and proactively manage customer’s network environment (Routers, switches) per contracted services and entitled devices, perform troubleshooting, support, and preventive maintenance to vital infrastructure systems, incident escalation, deploy patch management, optimize systems and applications performance, engage selected 3rd party vendors on behalf of customer, and manage ongoing IT cost, roadmap and staffing.	
Includes:	
<ul style="list-style-type: none"> • Servers • Virtualization • Storage • Backups 	<ul style="list-style-type: none"> • Network (LAN/WAN) • Wireless • Firewalls • Application Monitoring

3.2 Additional Services Provided

MANAGED	
<ul style="list-style-type: none"> • Support for 3rd party Hardware and Software Vendors • Onsite Support Services (40 hours per week until the work effort decreases – agreed upon timeframe TBD by both the City and SIGMANet. After this time 24 hours a week will be needed. Onsite time will be tracked in SIGMANet Connectwise Ticketing System) • Remote Service Desk Support 24x7x365 • Remote Engineering and Technical Support (On-site on an as needed basis) • Reporting and Analytics on a Monthly and Quarterly basis • Dedicated Client Services Specialist assigned to the City (The City reserves the right to interview onsite personnel for selection) 	

3.3 Rate Table

- 1.Hourly Rate: **See table below (The below rates apply for the duration of this contract)**
- 2.Hours/Days when Normal Service is Available: **Monday – Sunday 24 hours by 365 days per year**
- 3.Travel/Trip Charges (if any): **We do not charge a trip charge**
- 4.Any Minimums that Apply : **If paying by the hour there is a minimum of a one hour charge**
- 5.Rate(s) for After Hours Work: **If paying by the hour the rate is 1.5 times the normal rate (After hours are defined as after standard business hours beginning at 5:30pm PST)**
- 6.Rate(s) on Weekends: **If paying by the hour the rate is 2 times the normal rate**
- 7.Rate(s) on City Holidays: **If paying by the hour the rate is 2 times the normal rate**
- 8.Any Alternate Pricing Structures (such as block of hours): **Discounts can be applied based on volume and contract length**

Description	Hourly Cost
➤ Project Manager	\$105.00
➤ Project Coordinator	\$65.00
➤ Technician I	\$65.00
➤ Technician II	\$75.00
➤ Technician III	\$85.00
➤ Systems Engineer I	\$125.00
➤ Systems Engineer II	\$145.00
➤ Systems Engineer III	\$175.00
➤ Network Engineer I	\$125.00
➤ Network Engineer II	\$165.00
➤ Network Engineer III	\$200.00

Remote Monitoring and Management Feature Tables

Remote Enterprise Services for Network Infrastructure	MANAGE
24 x 7 Monitoring of network resources, bandwidth, CPU, and memory	X
Monitor devices (SNMP manageable devices)	X
Monitor Event Logs and Traps	X
Performance Thresholds	X
Automated Weekly Performance Reports	X
Monthly Executive Report	X
Incident Escalation	X
Annual Executive Performance Briefing	X
Client Services Management	X
Vendor Coordination, Tracking & Reporting	X
Visibility to Monitoring Tool Web Portal Dashboard	X
Performance & Trending Analysis	X
Software Updates	X
Security Patches	X
Firmware Upgrades	X
Remote remediation	X
Root-cause Analysis Reports	X
Backup & Restore of Configuration Files	X
Moves / Adds / Changes (up to 5 per month)	X
Performance, Capacity & Availability Testing	X
Vendor Warranty Replacement Coordination	X

NOTE: Out of scope services are defined as any project not covered in the scope of services or any net new additions to the environment.

Remote Enterprise Services for Physical/Virtual Servers	MANAGE
24 x 7 Monitoring of CPU, Disk, Memory, Services & Print Queue, Temperature, Interface Utilization, Interface Error, Voltage, Fan.	X
Monitor devices (SNMP manageable devices)	X
Monitor Event Logs and Operating System Services	X
Performance Thresholds	X
Automated Monthly Incident Reports	X
Client Services Management	X
Quarterly Executive Report	X
Incident Escalation	X
Annual Executive Performance Briefing	X
Service Provider Coordination, Tracking & Reporting	X

Visibility to Monitoring Tool Web Portal Dashboard	X
Reboot Servers	X
Automated Performance, Capacity & Trending Analysis	X
Monthly Executive Report	X
Incident Management	X
Configuration Management DataBase (CMDB)	X
Patching Management – Anti-Virus	X
Patching Management – Servers OS	X
Remote remediation	X
Root-cause Analysis Reports	X
Moves / Adds / Changes (up to 5)	X
Performance, Capacity & Availability Testing	X
Vendor Warranty Replacement Coordination	X

Remote Enterprise Services for Service Desk	Manage
Workstation troubleshooting and triage - Incident Management, Problem Management, Change Management	X
Support for Windows based desktops and supported applications (per list)	X
Network/Internet connectivity issues	X
Basic “how to” questions	X
Escalation	X
Root Cause Analysis	X
Weekly Ticket Report	X
Monthly Executive Report	X
Access to SIGMANetCARE portal for real time reporting	X
Connectivity, Remote Access, Peripherals, Spyware, Anti Virus	X
Server based password resets	X
User add, moves, changes in Active Directory	X
User Administration of MS Exchange or hosted e-mail applications	X
List of supported applications will be documented during on-boarding process	X
Virus Scanning and Enterprise Virus Management	X
Support for custom/vertical applications if support documentation is provided	X
Monthly Microsoft Security Updates	X

NOTE: SIGMANet will provide Anti Virus for the City included in the monthly cost.

Entitled Device List

3.4 **Devices**

Servers

Type	OS	S/N	Location
Windows Standard 2003	Windows 2003	TBD	TBD
2008 R2	Windows 2008	TBD	TBD
Windows Standard 2012	Windows 2012	TBD	TBD
Microsoft SQL Server	Server 2000	TBD	TBD
Microsoft SQL Server	Server 2008	TBD	TBD
Microsoft	Exchange 2010	TBD	TBD
VMware	vSphere 5.5	TBD	TBD

Desktop

OS/Desktop/Laptop

Hardware

Type	OS	S/N	Location
Windows XP	Windows XP Professional	TBD	TBD
Windows 7	Windows 7 Professional	TBD	TBD
Desktop	Dell Optiplex 3020		
Desktop/AIO	Dell Optiplex 9020		
Desktop	Dell Optiplex 7010		
Laptop	Dell Latitude E5540		
Laptop	Dell Latitude Inspiron 15R		

Type	OS	S/N	Location
Office 2003	Office 2003 Professional	TBD	TBD
Office 2010	Office 2010 Professional	TBD	TBD
Office 2010	Office 2010 Standard	TBD	TBD

Adobe	Acrobat 9	TBD	TBD
Adobe	Acrobat 11	TBD	TBD
CRW	Trackit 9	TBD	TBD
Tyler	Incode X	TBD	TBD

Applications

Type	OS	S/N	Location
Vermont Systems	RecTrac/Web Trac 10.3x	TBD	TBD
Laserfiche	9.1	TBD	TBD
ArcGIS	Desktop	TBD	TBD
ArcGIS	Sever	TBD	TBD
Veeam Backup		TBD	TBD
Dell netextender		TBD	TBD
ColorBar labeling		TBD	TBD
Smead labeling		TBD	TBD
Office for Mac		TBD	TBD
Adobe CS4		TBD	TBD
Photoshop Elements		TBD	TBD
ShoreTel Communicator		TBD	TBD
FTR Gold	Reporter	TBD	TBD
Macintosh	OSX	TBD	TBD

Mobile OS/Mobile Hardware

Type	OS	S/N	Location
Apple Moblie Devices	iOS 8	TBD	TBD
Apple iPad Air	iOS8		
Apple iPad Air 2	iOS8		
Macbook Pro	OS		

Storage

Type	OS	S/N	Location
Storage	Nimble SAN	TBD	TBD

Unified Communications

Type	OS	S/N	Location
Shoretel	VOIP Phone System	TBD	TBD

Type	OS	S/N	Location
NSA 3500	SonicWall	TBD	TBD
Virtual Appliance	Symantec Mail Gateway	TBD	TBD
Application	Symantec Mail Security for Exchange	TBD	TBD

Wi-Fi

Type	OS	S/N	Location
Wi-Fi System	Rukus	TBD	TBD

Printer/Copier

Type	OS	S/N	Location
Cannon	Leased Copiers	TBD	TBD
Cannon	Scanners	TBD	TBD
Desktop Printers		TBD	TBD

Projectors

Type	OS	S/N	Location
Projectors	N/A	TBD	TBD
Video Equipment	N/A	TBD	TBD

Switches

Type	OS	S/N	Location
3Com	7750 Core Switch	TBD	TBD
3Com	5500G	TBD	TBD

Type	OS	S/N	Location
City Hall	Backup DSL Line	TBD	TBD
Internet Connection	20/20 TWC Fiber	TBD	TBD

4. Price and Payment Schedule

Managed Services

Description	Cost/Month MANAGE
➤ Enterprise Services for equipment shown in the entitled device list and Service Descriptions (Terms are outlined in Section 8 of this document) (1 Year Term)	\$14,500.00
➤ First Month Billing Due Upon Contract Execution (Covers First Month & Setup)	

Description	Cost/Month MANAGE
➤ Enterprise Services for equipment shown in the entitled device list and Service Descriptions (Terms are outlined in Section 8 of this document) (2 Year Term)	\$13,488.00
➤ First Month Billing Due Upon Contract Execution (Covers First Month & Setup)	

Description	Cost/Month MANAGE
➤ Enterprise Services for equipment shown in the entitled device list and Service Descriptions (Terms are outlined in Section 8 of this document) (3 Year Term)	\$13,050.00
➤ First Month Billing Due Upon Contract Execution (Covers First Month & Setup)	

4.1 Additional Discovered Devices

Additional devices discovered by SIGMAnet monitoring tools will be added to existing contract terms with prior approval from customer.

4.2 Customer Added Devices

Customer added devices will be billed based on existing contract terms.

4.3 Fees and Payment Schedule

Fees and Payment Schedule is NET 30 unless specified. Refer to Exhibit A for services covered by the monthly fee under the terms of this Agreement. It is understood that any and all Services requested by Customer that fall outside of the terms of this Agreement will be considered Projects, and will be quoted and billed as separate, individual Services.

4.4 On-site or Out of Scope Services

For on-site services or services outside the scope of this Managed Services Agreement, SIGMAnet will provide T&M support during normal business hours (M-F 7:30am-5:30pm). Outside of normal hours would be considered after hours as reflected in section 3.3 rate table. On-site and project work will be provided with best effort response time and based on resource availability. Support for after hours will be billed at 1.5x rate with a 2 hour minimum. Weekends and holidays are 2x rate with 2 hour minimum.

4.5 Entitled Locations and Sites

Location Name	Address	Point of Contact	Contact Information
City Hall	78495 Calle Tampico, La Quinta, CA 92253	Mason Lord	Mason Lord
Wellness Center	78450 Avenida La Fonda, La Quinta, CA 92253	TBD	TBD
City Yard	78106 Francis Hack Ln. La Quinta, CA 92253	TBD	TBD
La Quinta Museum	77-885 Avenida Montezuma, La Quinta, CA 92253	TBD	TBD
Silver Rock Resort	79-179 Ahmanson Ln, La Quinta, CA 92253	TBD	TBD

Note 1: On site request for locations not listed here will be covered by T&M plus travel and per diem charges.

4.6 3rd party and service Provider Information

Name	Service Type	Account Number	Contact Info
Tyler	Finance Cloud Application		800-646-2633 IncodeVxEmailSupportGroup@tylertech.com
CRW Systems	Trakit9 Cloud Application		888-279-2043 Or submit support ticket with online form @crw.com
Digital Maps Products	Cloud GIS application		888-322-6277 x2 support@digmap.com
Time Warner Cable	Fiber internet provider		866-772-4948
Ruckus WiFi	WiFi Support		855-782-5871 Or through online portal @ruckuswireless.com User email: (mlord@la-quinta.org)
Veeam Backup	Backup for VMs		800-774-5124 Or online portal User email: (admin@la-quinta.org)
Dell Sonicwall	Firewalls		888-793-2830 Or online portal @ www.mysonicwall.com User name for portal (mklord)
Nimble Storage	Storage Arrays		877-364-6253 Or online portal @nimblestorage.com Username for portal (mlord@la-quinta.org)
Symantec	Spam filter and AV		Online portal @mysymantec.com Username for portal (mlord@la-quinta.org)

			800-342-0652
HP/3com	Switches/VMservers		800-876-3266 Online portal@hp.com/go/hpsc Username(adminlaquinta)

5. ServiceLevel Objectives

SIGMANet provides the following Service Level Agreement (SLA's) as targets for the operation of this Service. SLA's are reported to the Customer on a monthly basis and reviewed quarterly with your Account Manager. SIGMANet will apply a 5% credit for missed SLA's. This credit will be applied the following billing period. The following table shows the targets of response and resolution times for each priority level:

Break Fix – Time to Respond

Service Level Agreement (SLA) Table		
Category	Name	Target SLA
Availability	Site Network WAN	99.90%
	Site/LAN Network	99.90%
	Internet Access	99.90%
	VPN	99.90%
	Extranet	99.90%
Administrative and IMACD	Soft Changes	Emergency = 2 hours Standard = 24 hours or as scheduled
	Hard Changes	Emergency = 4 hours Standard = Mutually Agreed to Schedule
(P1) Major outage, service impacting affecting VIP's or multiple users, no work around. Escalation 1 hour	Mean Time to Restore (Return to Service)	4 Hours
(P2) Major outage, affecting multiple users, with severely degraded service and limited work around. Escalation 4 hours		8 Hours
(P3) A business process or service is impacted affecting a user or multiple users but a work around is available. Escalation 4 hours		24 Hours
(P4) A business process, application, device or service is down affecting a single user or process down that does not impact users. Escalation 4 hours		48 Hours
Break Fix (P1)	Time to Respond	30 Minutes
Break Fix (P2)		60 Minutes
Customer Satisfaction - Based on survey results (monthly & quarterly) based on ticket resolver and management survey's	Cust Sat Responses	97%
Root Cause Analysis (All P1 Incidents)	Time to Respond RCA document	Seven Days
Root Cause Analysis (Some P2 Incidents)		Fourteen Days
Measurements INTERVAL for all SLA's Above = One Calendar Month		

P1 – Time to respond = 30 minutes from an alert being sent

P2 – Time to respond = 60 minutes from an alert being sent

The following details and describes the Support Tier levels, SIGMANet will work with the City of La Quinta during the on-boarding process to agree upon and outline the specific SLA's, thresholds, and other items aligned with the city's support process. Upon completion of the on-boarding process the city of La Quinta and SIGMANet will have a binding agreement of the SLA, support tier levels and time of escalation path.

Support Tier	Description
Tier 1 Support	All support incidents begin in Tier 1, where the initial trouble ticket is created, and the incident is identified and clearly documented, and basic hardware/software troubleshooting is initiated.
Tier 2 Support	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software incidents can be provided by more experienced Engineers.
Tier 3 Support	Support incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with vendor Support Engineers to resolve the most complex incidents.

6. *Terms and Conditions*

Terms of this agreement are governed by the City of La Quinta Professional Services Agreement.

Exhibit B
Schedule of Compensation

With the exception of compensation for Additional Services, provided for in Section 2.2 of this Agreement, the compensation to be paid to Consultant under this Agreement is One Hundred Fifty-six Thousand, Six Hundred Dollars (\$156,600) ("Contract Sum"). The Contract Sum shall be paid to Consultant in installment payments made on a monthly basis and in an amount identified in Consultants Schedule of Compensation attached hereto for the work tasks performed and properly invoiced by Consultant in conformance with Section 2.2 of the Agreement.

Exhibit C
Schedule of Performance

Consultant shall complete all services identified in the Scope of Services, Exhibit "A" of this Agreement in accordance with the attached Project Schedule, attached hereto and incorporated herein by this reference.

Exhibit D
Special Requirements

None