

**CITY OF BURLINGAME  
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement ("Agreement") is made and entered into as of May <sup>5/17/2022</sup>\_\_\_\_\_, 2022, by and between the City of Burlingame, a public agency organized and

operating under the laws of the State of California with its principal place of business at 501 Primrose Road, Burlingame, CA 94010 ("City"), and Eaton & Associates, a Corporation with its principal place of business at 20 N. Railroad Avenue, San Mateo, CA 94401 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**RECITALS**

A. City is a public agency of the State of California and is in need of technology services for the following period:

- June 1, 2022 – June 30, 2025 (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain a Consultant to provide the services described herein.

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. During the Initial Term, in no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$1,706,448 (the "Maximum Compensation"). For every Renewal Term, the Maximum Compensation shall increase by a minimum of 2%, or an amount equal to the change in the Consumer Price Index for all Urban Consumers for the area including San Mateo County (the "CPI"), including all items as published by the US Bureau of Labor Statistics as of March 1 of each year, not to exceed a maximum increase of 5% per year. The Maximum Compensation is to cover Information Technology Services, and the City will pay for any additional services based on pre-approval for projects. Periodic payments shall be made within 30 days of receipt of an invoice which includes service fees, special projects and monthly service reports per scope of work. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such additional services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

- a. Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City. Upon request by City during the term of this Agreement, Consultant shall provide to City such documentation and other information regarding the performance of the required services, or the use, operation, support and maintenance of the systems and all associated software (including any applications developed as part of the required services), hardware, networks and equipment, as is collectively sufficient to enable reasonably skilled personnel of City or a third party service-provider to understand the provision of any services provided under this Agreement and the use, operation, support, and maintenance use of the I.T. systems.
- b. Consultant shall also provide sufficient documentation for all upgraded or replacement software, hardware, and network components within a reasonable time following installation. To the extent that any documentation relates to third party works, Consultant shall provide documentation that is generally created and accepted in the applicable industry.
- c. In addition to Consultant's obligations with regard to documentation set forth herein, Consultant shall promptly deliver upon request all documentation and data related to City or performance of the required services then held by Consultant, except for documents and data that are legally privileged in the hands of Consultant.
- d. Except as otherwise provided in "Termination or Abandonment," below, all original field notes, written reports, drawings, programs, files, data, specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

5. Term.

The term of this Agreement shall be for the period commencing on June 1, 2022, and expiring on June 30, 2025 (the "Initial Term"), unless this Agreement is earlier terminated as provided herein. Thereafter, this Agreement shall automatically renew as provided in this section (each renewal an "Extension Term"). The Initial Term plus any Extension Term is the "Term." The Agreement shall automatically renew for a one (1) year period, unless either Party provides notice to the other Party 60 days in advance of the expiration of the then-current Term stating that the Party wishes not to renew. Each Renewal Term shall be subject to the same terms and conditions as the Initial Term, except for the Maximum Compensation amount, as provided in "Compensation," above.

## 6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include but are not limited to: abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint (each a "Force Majeure Event").

b. Should such Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. In the event Consultant being unable to perform during any period of time some or all of the required services, the City:

- (i) shall not be required to pay for such unperformed services;
- (ii) shall be entitled to engage an alternative consultant on an interim basis to perform the services that Consultant is not able to perform as a result of the Force Majeure Event, until such time as Consultant is able again to perform the services in accordance with the terms hereof; and
- (iii) shall have the right to immediately terminate this Agreement without penalty.

c. Notwithstanding the foregoing, a Force Majeure Event shall not relieve Consultant from its obligations hereunder: (i) in the event that such obligations are not directly affected by such Force Majeure Event; (ii) in the event that Consultant's failure to perform its obligations could have been prevented by testing that could have reasonably foreseen such failure, reasonable work-around, other exercise of reasonable diligence or the use of technology common and prevalent in the industry; or (iii) to the extent that the Force Majeure Event is caused by Consultant's failure to perform its Disaster Recovery or Business Continuity Plan obligations in accordance with this Agreement

## 7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements, applicable data protection, nondisclosure and privacy laws, and conflict of interest laws. Without limiting the generality of the foregoing, Consultant represents and warrants that all services shall comply with applicable local, state and federal or other laws and regulations related to data protection, data privacy and the transmission of technical or personal data, including but not limited to California Information Practices Act of 1977 (Cal. Civ. Code §1798 et seq.), the Health Information Portability and Accountability Act (29 U.S.C. §1181 et seq.), and applicable CJIS Security Policy promulgated by the F.B.I., as each may be amended from time to time. Consultant shall be liable for all violations of such laws and regulations in connection with services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and

without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of its services or operations performed under this Agreement.

#### 8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. Consultant shall comply with all policies and procedures of City that pertain to Consultant in connection with performance of the required services, including but not limited to maintaining secure systems and networks, managing data/information/software access and security, and limiting data/security breaches and disclosures of confidential information as defined by City or applicable law. Material violations or disregard of such industry best practices or federal, state or local laws, regulations, or City policies and procedures shall, in addition to all other available rights and remedies of City, be cause for denial of access or use by Consultant personnel to City's information systems, networks, equipment, property, and facilities and termination of this Agreement without penalty. In order to verify compliance with the standards and requirements of this Agreement, City shall have the right to conduct annual security or other audits as prescribed by law.

b. Consultant represents and shall ensure that key personnel initially or subsequently assigned to perform the services required by this Agreement shall be experienced professionals, possessing the appropriate knowledge, skills and expertise to perform their designated duties.

#### 9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

#### 10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee, subconsultant, or agent of Consultant shall become an employee of City. The work to



be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form C.G. 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (U.C.X.) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms C.G. 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and

property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Limits

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the

policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form C.G. 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. Verification of Employment Eligibility.

- a. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.
- b. Subject to and in accordance with applicable law, Consultant at its sole expense shall have appropriately verified the qualifications of its personnel prior to assignment to this Agreement or the Project, including verification of employment history and qualifications; conducting reference checks; verifying technical certifications, education completed or degrees awarded; performing drug testing; conducting fingerprinting and a security background check that includes investigation and identification of all state or federal misdemeanor or felony convictions of such individual, and criminal charges pending against such individual, during the immediately preceding seven (7) years, and performing such

other types of verification as reasonably requested by City. Prior to commencing services, Consultant personnel (including any subconsultants or sub-subconsultants) must successfully pass a California Department of Justice Live Scan Fingerprinting background check ("Live Scan"). Consultant shall be responsible for obtaining the Live Scan and shall bear the cost thereof.

- c. Consultant agrees that it shall not delegate performance of services under this Agreement to any owner, employee, agent or representative of Consultant that is a retiree of the California Public Employees' Retirement System ("CalPERS") or that remains an inactive or active member of CalPERS. City and Consultant agree that any owner, employee, agent or representative of Consultant assigned to perform any of the services under this Agreement shall be the exclusive employee of Consultant and shall not establish a common law employment relationship with the City. City and Consultant further agree that any single owner, employee, agent or representative of City and Consultant assigned to perform any of the services under this Agreement shall not perform services under this Agreement in excess of 960 hours in any fiscal year. In the event that the City incurs any CalPERS pension liability as a result of Consultant's assignment of any of Consultant's owner, employee, agent or representative to perform any of the services under this Agreement, Consultant agrees that it shall bear the full responsibility for such pension liabilities, including the payment of normal costs and unfunded liabilities associated with services performed by Consultant's owner, employee, agent or representative under this Agreement.

#### 14. Confidentiality.

- a. Definition of Confidential Information. For the purposes of this Agreement, "Confidential Information" means: non-public information, data, or material regarding the City's legal or business affairs, computer data, software, internet technology security environment, or other information reasonably understood to be confidential. Notwithstanding any of the foregoing, Confidential Information does not include information which: (i) is or becomes public knowledge without any action by, or involvement of, the party to which the Confidential Information is disclosed (the "Receiving Party"); (ii) is documented as being known to the Receiving Party prior to its disclosure by the other party (the "Disclosing Party"); (iii) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and is so documented; or (iv) is obtained by the Receiving Party without restrictions on use or disclosure from a third person who did not receive it, directly or indirectly, from the disclosing party.
- b. Use and Disclosure of Confidential Information. The Receiving Party will, with respect to any Confidential Information disclosed by the Disclosing Party before or after the Effective Date: (i) use such Confidential Information only in connection with the Receiving Party's performance of this Agreement; (ii) restrict disclosure of such Confidential Information within the Receiving Party's organization to only those of the Receiving Party's employees and independent contractors who have a need to know such Confidential Information in connection with the Receiving Party's performance of this Agreement and (iii) except as provided herein, not disclose such Confidential Information to any third party unless authorized in writing by the Disclosing Party to do so.

- c. Protection of Confidential Information. The Receiving Party will protect the confidentiality of any Confidential Information disclosed by the Disclosing Party using at least the degree of care that it uses to protect its own confidential information (but no less than a reasonable degree of care).
- d. Employee and Independent Contractor Compliance. The Receiving Party will, prior to providing any employee or independent contractor access to any Confidential Information of the Disclosing Party, inform such employee or independent contractor of the confidential nature of such Confidential Information and require such employee or independent contractor to comply with the Receiving Party's obligations hereunder with respect to such Confidential Information. Prior to performing any Services, Consultant employees or independent contractors who will access the City's Confidential Information, shall sign a confidentiality and non-disclosure agreement concerning access protection and data security. Consultant shall provide its employees and independent contractors only with the level of access as is required for such individual to perform his/her/their assigned tasks and functions.
- e. Compelled Disclosure. A disclosure by one Party of Confidential Information of the other Party to the extent required by applicable law will not be considered a breach of this Agreement, provided the Party so compelled promptly provides the other party with prior notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the other Party's cost, if the other Party wishes to contest the disclosure.

15. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state court situated in the County of San Mateo, State of California; or the District Court for the Northern District of California.

16 Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

c. In connection with any expiration or termination of the Agreement or cessation for whatever reason of Consultant's performance of the required services or any portion thereof then being provided (together, "Terminated Service(s)"), Consultant shall take all necessary and appropriate actions to accomplish a complete, timely, and seamless transition from Consultant to City, or to any third party service providers designated by City, without material interruption or material adverse impact to the required services, service levels, and any other services provided to City by third parties. At City's option, Consultant shall immediately give title and possession to all original field notes, drawings and specifications, written reports, computer files and other documents, files or data produced or developed for that portion of the work completed and/or being abandoned, and/or Consultant shall provide City with written certification of the destruction of, all such documents, computer files, data and other materials containing any Confidential Information of City that are in Consultant's possession or control. Consultant shall promptly cooperate with City and any designated service providers, and take all necessary steps to assist City in effecting a complete and timely disentanglement, including the provision of all information necessary to effect the transition, and continue the provision, of any terminated service. Consultant shall also provide for the prompt and orderly conclusion of all work related to the services being terminated, as City Client may require, including completion or partial completion and documentation of all work in progress, and other appropriate measures to effect an orderly transition to City or designees. Consultant's obligation to provide the required services shall not cease until the earlier of the following: i) the disentanglement is completed to the City's reasonable satisfaction, or ii) twelve (12) months after the date of termination or expiration, as the case may be.

17. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

18. Organization

Consultant shall assign Gabrielle Nelson as Account Manager. The Account Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

19. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

20. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, postage prepaid, addressed to:



CITY:

City of Burlingame  
501 Primrose Road  
Burlingame, CA 94010  
Attn: Finance Director

Vendor:

Eaton and Associates  
20 N. Railroad Avenue,  
San Mateo, CA 94401  
Attn: John Eaton

and shall be effective upon receipt thereof.

21. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

22. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

23. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

24. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

25. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

26. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

27. Time of Essence

Time is of the essence for each and every provision of this Agreement.

28. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects. Nothing herein shall prevent City from providing for itself or obtaining from any third party, any products or services in any way similar or comparable to the services. Consultant shall provide to City, or City's chosen service-provider, reasonable cooperation, assistance, and access as necessary to facilitate the integration and interfacing of the services or products of such other consultants.

29. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

31. [Reserved]

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN CITY OF BURLINGAME  
AND EATON AND ASSOCIATES**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**CITY OF BURLINGAME**

*Approved By:*

*Lisa K. Goldman*

\_\_\_\_\_  
Lisa K. Goldman  
City Manager

5/18/2022

\_\_\_\_\_  
Date

*Attested By:*

*Mcaghan Hassel-Shearer*

\_\_\_\_\_  
City Clerk

*Approved As To Form:*

*Michael Guina*

\_\_\_\_\_  
City Attorney

**EATON AND ASSOCIATES**

*John Eaton*

\_\_\_\_\_  
Signature John Eaton

\_\_\_\_\_  
Name

\_\_\_\_\_  
President

\_\_\_\_\_  
Title

5/17/2022

\_\_\_\_\_  
Date

## EXHIBIT A

### Scope of Services

#### 1 General Support

- 1.1 Contractor will provide support for the City desktop computers and desktop applications.
- 1.2 Contractor will work with vendors for application issues beyond routine troubleshooting procedures and for non-standard, unique third-party software that the City utilizes.
- 1.3 Contractor will provide 24/7 support for all Windows and Linux based server(s), including virtual servers.
- 1.4 Contractor will provide 24/7 management and monitoring of the network infrastructure.
- 1.5 Contractor will provide 24/7 network security and cyber security monitoring and management.
- 1.6 Contractor will provide centralized security patches/updates and firmware process.
- 1.7 Contractor will evaluate and recommend technology upgrades to the City as needed to improve performance, security, reliability, etc. The City will act as the final decision maker for any proposed upgrades.
- 1.8 Contractor will identify, evaluate, and recommend any third-party software tools that City will be required to procure. The City will act as the final decision maker for any software licensed by, or for, the City, procured with City funds, or required to be reimbursed with City funds.
- 1.9 Acceptance Testing and Documentation of Procedures. Following the completion by Contractor of any deliverables required by this Agreement that result in operational changes or new processes, City will test each process/procedure in accordance with standard industry procedures, noting in writing whether the deliverable will be accepted (final acceptance) or if modifications are required. Following final acceptance by City, Contractor will provide written documentation procedures within thirty (30) calendar days of the effective date of final acceptance.
- 1.10 Contractor Staffing: Contractor will provide technical staff that are knowledgeable and trained to carry out this Scope and Services. Based on ongoing IT needs, staffing levels may change upon mutual agreement between Contractor and City. Managed Service staffing includes:
  - 1.10.1 **Dedicated Account Manager** - Act as the main point of contact between Contractor and City.
  - 1.10.2 **Desktop and Server Engineer** - Technical skills necessary to support current and future City desktop, mobile and peripheral infrastructure.
  - 1.10.3 **Systems and Network Engineer** - Technical engineering support for the City's servers and network infrastructure.
  - 1.10.4 **Chief Technology Officer / Director of IT** - Serve as the Senior Engineer, Strategist and Technology Consultant to the City.
  - 1.10.5 **Project Manager** – will provide tools, documents, techniques, and resources to support managed services and approved projects.
  - 1.10.6 **Continuing Education and Training** – Contractor will ensure all staff complete all necessary training and credentialing to provide this Agreement's services.
- 1.11 City Resources  
The City will provide Contractor with resources as needed to carry out services such as

facilities access, server, and network access, and temporary workstations. The City will respond as quickly and completely as possible to enquires made by the Contractor. Contractor will communicate in advance to the City when assistance is required.

City will provide a designated point of contact for Contractor.

## **2 Service Delivery Areas**

- (1) Base Services
- (2) Desktop and Server Services
- (3) Network and Security Services

- 2.1 Services not included are related to the implementation of new infrastructure or new software systems/solutions. Contractor will provide cost estimates to the City for all none-included services as needed. The cost estimate should be itemized with descriptions of each item.

## **3 Base Services**

### **3.1 Purchasing**

- 3.1.1 Contractor will be responsible for making recommendations on IT-related equipment (hardware) and software and coordinating with vendors as requested, City will make purchase.
- 3.1.2 Contractor will be responsible for obtaining quotes for maintenance or warranty renewals and reviewing the terms and conditions of the City's maintenance and support agreements. Contractor will follow all City purchasing policies. The City will act as the final decision maker for any hardware or software purchases made on behalf of the City, procured with City funds, or required to be reimbursed with City funds.
- 3.1.3 All hardware and software purchases will be updated in an asset database with serial numbers, warranties, and expiration dates and will be reflected in the annual Tech Audit.

### **3.2 Project Management and Delivery**

- 3.2.1 Contractor will deliver and manage projects with a high level of professionalism and skill to ensure timelines, scope and budgets are adhered to.
- 3.2.2 Contractor will provide a consistent methodology for all technology projects (i.e., planned during the yearly budget process, ad hoc projects) to ensure successful projects.
- 3.2.3 At Burlingame's sole discretion, new technology or application implementation requiring project management and services, maybe sole-sourced to the Contractor or maybe submitted for outside bids.

### **3.3 Documentation**

- 3.3.1 Contractor will create and maintain accurate and updated technology documentation, including, but not limited to:
  - 3.3.1.1 Device configuration version control
  - 3.3.1.2 Change control documentation, including thorough test plans
  - 3.3.1.3 Standard procedures (i.e., patch management)
  - 3.3.1.4 Updated equipment/application/warranty/license lists
  - 3.3.1.5 Vendor contact list

### 3.4 Service Level Metrics, Availability and Response Times

#### 3.4.1 Support Tracking

Contractor will utilize an interactive ticketing system that tracks each ticket from initiation to completion. The system will serve as the central communication hub between the Contractor's helpdesk and City users. In addition, the Contractor will provide a weekly report on outstanding support tickets to the City as well as a secure web portal where tickets can be viewed by the City in real-time

#### 3.4.2 Service Levels aims to ensure that the Contractor meets City's business requirements for availability, reliability, and secure services that are backed by service levels. By meeting these objectives, City aims to:

- ensure end-user experience and productivity
- standardize hardware and software environments
- ensure security, data management, and backup
- ensure asset management and control

#### 3.4.3 Contractor will follow industry best practices, specifically the "Service Operation" standards outlined by the Information Technology Infrastructure Library (ITIL). Contractor will use processes governed by a Service Level Matrix ("SLM") and a set of Service Level Objectives ("SLOs") to identify incidents (i.e., alerts and/or events), define each incident's priority level (defined by that incident's urgency and impact), respond to incidents in order of priority, and ultimately resolve incidents as quickly as possible.

Service Type	Service Delivery	
<b>Regular Service</b>	7:00am to 6:00pm, Monday - Friday	Help Desk hours are defined as 7:00am to 6:00 pm Monday through Friday except for City holidays.  Network support 24X7X365 is included in pricing.
<b>After Hours Service (desktop services only)</b>	After 6:00 pm and before 7:00 am after hours of service Monday – Friday All hours Saturday, Sunday	Desktop support performed by Contractor outside the normal business hours, on weekends or holidays will be billed at the appropriate overtime rates (see contract)

**Table 1 - Service Level Metrics / Objectives**

	P1 – Critical	P2 – Important	P3 – Normal	P4 – Low
<b>Metric</b>	Objective	Objective	Objective	Objective
<b>Availability-Network Support Operations</b>	24x7x365	24x7x365	24x7x365	24x7x365
<b>Availability-Helpdesk</b>	24x7x365	24x7x365	24x7x365	Regular Service Hours

<b>Acknowledgement</b>	15 minutes	15 minutes	30 minutes	30 minutes
<b>Status Updates</b>	30 minutes	2 hours	8 hours	12 hours
<b>Resolution Plan</b>	< 4 hours	< 8 hours	< 8 hours/NBD	< 3 days
<b>Resolution Time</b>	90% resolved in less than 4 hours	90% resolved in less than 8 hours	75% resolved in less than 16 business hours	75% resolved in less than 1 week

**Table 2- Priority Levels**

<b>Incident Priority</b>	<b>Definition</b>
<b>P1 – Critical</b>	<p>Typically, an emergency incident affecting all or most users and that is halting the use of critical "line of business" applications and/or access to the network or a data/security breach.</p> <p>Examples: Email server(s) not sending/receiving email, Internet connection down, database server appears offline, etc.</p>
<b>P2 – Important</b>	<p>Likely affecting multiple users and impairing access to one or more critical business applications, though, not resulting in a complete stoppage of work.</p> <p>Examples: Slow/intermittent Internet connectivity, backup failures, imminent server crash due to lack of hard disk space, etc.</p>
<b>P3 - Normal</b>	<p>Typically affecting between 1 and 5 users and generally non-critical in nature. Workarounds are likely available.</p> <p>Examples: User cannot print to a network printer, user's domain account locked due to unsuccessful password entries, a user has deleted an email by accident and wants it restored, etc.</p>
<b>P4 - Low</b>	<p>The problem affects no more than a few users and is typically non-business impacting. Workarounds available.</p> <p>Examples: User has some "dead pixels" on her monitor, user application displaying persistent error messages with no impact to use of the application, occasional static heard on a particular VoIP phone, etc.</p>

3.4.4 Contractor will deliver a monthly report (SLO Report) documenting performance according to the agreed-upon service levels set forth above. Any SLA that is not met will require a remediation plan included in the SLA Report that will be implemented in less than 30 days

### 3.5 Account Administration, Management, and Reporting

Contractor is responsible for maintaining a high level of service and accurate reporting on that service. Account administration includes, but is not limited to, the following services and reports:

3.5.1 Prepare and deliver Service Level Objectives Reports (monthly)

3.5.2 Help Desk tickets or reported incidents that have been open more than three days can be escalated by the City via the real-time portal and will be included in the bi-weekly meetings and monthly ticket reports.

- 3.5.3 Summary report of all tickets opened, closed, or worked during the month, with a status for each
- 3.5.4 Prepare and provide monthly, quarterly, and annual Customer Satisfaction reports based on the responses from closed tickets
- 3.5.5 Perform Annual Technology Audit to include the current state of all hardware, software, licenses, vendors, diagrams, and recommendations for improvements, innovation, new technology, including improvement and sustainability projects  
As part of this audit, the Contractor should present the City with all upcoming hardware and software technologies that will help improve the performance of City's hardware and software, which will eventually help improve City's services.
- 3.5.6 Attend IT meetings (quarterly) on-site or via teleconference with department IT user group and or Executive Team.
- 3.5.7 Conduct bi-weekly IT status update meetings with City designated point of contact
- 3.5.8 Provide status of service request or project (as needed)
- 3.5.9 Decommission and remove hardware, including hard drives in compliance with DOJ/CJIS policies
- 3.6 Asset Management Services include:
  - 3.6.1.1 Physical inventory
  - 3.6.1.2 Asset receiving
  - 3.6.1.3 Asset tracking
  - 3.6.1.4 Software license management
  - 3.6.1.5 Asset cascading and disposal
- 3.7 Change Management
  - 3.7.1 Managing and minimizing disruption to end-users is critical in delivering high levels of customer service. Therefore, Contractor will utilize a Change Management methodology to support the City. The change control structure will include roles and responsibilities, required inputs and outputs, and communication requirements. Identify any areas where specific processes or procedures needs to be adhered (e.g., application vs. infrastructure).
- 3.8 Transition/Onboarding
  - 3.8.1 The Contractor will provide onboarding and transition services by working closely with city contacts and existing IT providers to ensure the City's systems and technology works seamlessly.
  - 3.8.2 Contractor will conduct a security assessment and provide a report to the City of findings and recommendations to ensure the City's system are secure and stable.
  - 3.8.3 Contractor will meet weekly during the first 100 days with the City.

#### **4 Desktop and Server (Intel based) Services**

- 4.1 Help Desk management, maintenance, and monitoring activities for the operation and performance of network equipment, desktops, peripherals, and telephone equipment.



- 4.2 Contractor will provide a full-service Help Desk from 7:00 a.m. to 6:00 p.m., with ability to provide on-site resources (as needed) Monday through Friday that will include escalation resources, as well as 24 hour on-call resources for urgent priorities that may need immediate response on-site and/or remotely.
- 4.3 Contractor will provide support for Microsoft Windows, Microsoft Office (multiple versions), Microsoft Server (multiple OS versions)
- 4.4 Contractor will provide support for City email services (Exchange 2019 and Office365)
- 4.5 Contractor will manage all aspects of Help Desk service delivery as a single point of contact, including:
  - 4.5.1 All problem resolution (Tier 1, 2, 3)
  - 4.5.2 Service request tracking
  - 4.5.3 Problem management
  - 4.5.4 Call escalation management
  - 4.5.5 Dispatch
  - 4.5.6 Knowledge management
  - 4.5.7 Self help
  - 4.5.8 New Employee Onboarding / training on how to use the help desk
  - 4.5.9 Manage the team providing services to Burlingame
  - 4.5.10 Manage the performance of Contractor's personnel and services and continually seek opportunities to enhance and improve performance
  - 4.5.11 The City, working with the Contractor, will set or change the priorities of tickets
  - 4.5.12 A maximum of two City staff requires the ability to adjust priorities within the ticketing system
  - 4.5.13 Provide Burlingame monthly service level reports and access to the help desk portal
  - 4.5.14 Staff may participate in receiving alerts and alarms. (e.g., Wi-Fi, server room temperature, hardware issues)
- 4.6 Operations will be focused on delivering exceptional customer service. The Contractor will be required to measure and monitor customer service and provide monthly reports on customer service delivery. The contractor will also provide a process for customer service escalations and remediation.
- 4.7 Desktop Hardware / Software Maintenance Support
  - 4.7.1 Service provided in this area supports desktops hardware and software, laptops hardware and software, and the peripheral devices attached to them. A wide variety of applications are in use across the departments.
  - 4.7.2 Desktop Client Services include:
    - 4.7.2.1 Hardware break/fix
    - 4.7.2.2 Software break/fix
    - 4.7.2.3 Peripheral break/fix (i.e., printers, scanners, copiers, fax, audio/visual equipment Note: Contractor will not be expected to fix a/v related equipment (e.g., Crestron) but rather help diagnose issues and if necessary, recommend replacement hardware. Contractor will coordinate with the City's preferred vendor for copier and printer repairs and maintenance.)

- 4.7.2.4 Technology refresh (includes planning and coordination with City staff). Included in annual costs is planned technology refreshes for existing equipment (e.g., computers, laptops, servers, printers, switches, firewalls)
- 4.7.2.5 Training room setup (setup equipment in miscellaneous locations, as needed)
- 4.7.2.6 Installations, moves, adds, and changes
- 4.7.2.7 Troubleshoot and fix desktop (on site or remotely) and network issues
- 4.7.2.8 Provide support to Emergency Operation Center (EOC) to ensure network connectivity to EOC internet connection and phone lines
- 4.7.3 Desktop Application Services include:
  - 4.7.3.1 Basic troubleshooting/connectivity to support all Burlingame applications
  - 4.7.3.2 Image management
  - 4.7.3.3 Patch management (all applications)
  - 4.7.3.4 Provide and maintain security on all endpoints (antivirus)
    - 4.7.3.4.1 Implement antivirus automated scheduled scans and automatic definition updates (no manual updates or scan)
  - 4.7.3.5 Electronic software distribution
  - 4.7.3.6 Integration and testing
  - 4.7.3.7 Support laptops, tablets, iPads and mobile devices (cell/smart phones)
- 4.8 Third-Party Software Support
  - 4.8.1 The contractor will provide basic support of all third-party business application used by the City.
  - 4.8.2 Basic support could include connectivity to the application, potential account setup, and upgrade support.
  - 4.8.3 Provide support to miscellaneous utility software (i.e., Adobe, Cisco WebEx, Zoom, SeeClickFix, Scanner/OCR, Fuel System, label, Shortel communicator)
  - 4.8.4 City Website Support will be provided on a best effort basis and coordinate with the City's webmaster as required.
  - 4.8.5 Contractor will provide administrative support for the entire Office365 environment licensed by the City.
- 4.9 Microsoft Server Administration and Security
  - 4.9.1 This section includes the maintenance of all aspects of server security, incident management, virus and malware protection, access control, and auditing.
  - 4.9.2 Contractor responsibilities include, but are not limited to:
    - 4.9.2.1 Microsoft server administration: with access provided by Burlingame, set up users, manage access to resources (file shares/printers), and implement security for each per Burlingame requirements
    - 4.9.2.2 Provide server-side support for print queues, end users with printer issues and coordinate with City's managed printer vendor
    - 4.9.2.3 Provide all support for VMWare Hyper Converged Server Environment
    - 4.9.2.4 As needed support VoIP (i.e., networking City utilizes Mitel/Shortel Communicator)
    - 4.9.2.5 Provide and support an antivirus solution (solution requires approval by Burlingame)

- 4.9.2.6 Ensure Burlingame security policies are enforced on endpoints
- 4.9.2.7 Perform regular maintenance and auditing to ensure security on all devices
- 4.9.2.8 Monitor and respond to logs on endpoints, antivirus, patching
- 4.9.2.9 Ensure servers and devices have the latest available security patches and firmware installed
- 4.9.2.10 Implement a remote access tool to maintain a secure remote access environment using appropriate technologies
- 4.9.2.11 Provide remote access administration that comply with Burlingame policies
- 4.9.2.12 Support and maintain Active Directory and Group Policies
- 4.9.2.13 Apply and maintain Burlingame policies for file system security and user access.
- 4.9.2.14 Assist with the development of new IT related policies and the updating of existing policies as needed
- 4.9.3 Storage, Backup & Disaster Recovery
  - 4.9.3.1 Support storage environment
  - 4.9.3.2 Contractor will manage and ensure the recoverability of all City data based on agreed upon backup and retention schedules.
  - 4.9.3.3 Provide all support related to backup solutions including but not limited to:
    - Manage backup system and Storage Area Network (SAN)
    - Perform backups and snapshots in accordance with established backup schedule
    - Maintain backup software and infrastructure
    - Perform file and database recovery from backup media or snapshots and as requested; perform monthly backup recovery testing
    - Manage and monitor location of all backup media in accordance with media retention schedule
    - Schedule transport and destruction requests
    - Perform and document annual backup media disaster recovery test
- 4.9.4 Secure Large File Transfer Services
  - Contractor will provide support to assist with large file transfers

## **5 Network and Security Services**

- 5.1 Contractor will provide 24x7x365 network and security services
- 5.2 Contractor will manage the Burlingame's network and provide network engineering, administration, maintenance, and projects services
- 5.3 Contractor will provide a next generation security information and event management (SIEM) networking management and monitoring software system
- 5.4 Network administration includes maintaining and monitoring the communication through the Burlingame network, ensuring optimal performance. This includes but is not limited to document and support of the firewalls, switches, and VLANs.
- 5.5 Security administration includes the maintenance of all aspects of information security, incident management, firewall services, intrusion protection, penetrating services, system security and auditing.

- 5.6 The communication/network responsibilities include regular patching, updates, firmware and service pack updates, network operating system upgrades, and the monitoring, maintaining, and optimizing of all the services and devices. The network projects include documenting and ensuring standardizations across the network (e.g., VLANs, device management).
- 5.7 The network services will also include maintaining the current environment, as well as changes and improvements to existing operations, including new capabilities. Network services changes will be scheduled in advance (unless needed for security or other emergency purposes).
- 5.8 The responsibilities include, but are not limited to:
  - 5.8.1 Maintain all firewall, routers, switches, and VPNs; provide network design and engineering expertise to maintain network
  - 5.8.2 Maintaining all WAPs with the assistance of current third-party maintenance provider
  - 5.8.3 Evaluating and applying security patches and upgrades
  - 5.8.4 Monitoring network performance and capacity
  - 5.8.5 Identifying potential limitations before traffic on the network increases to the point that it affects system performance
  - 5.8.6 Supporting as needed the VoIP infrastructure (connectivity issues) and coordinate as needed with current third-party maintenance provider
  - 5.8.7 Keeping inventory and maintenance records for all network equipment and ensuring documentation and recoverability of network device configurations
  - 5.8.8 Providing or scheduling repairs and maintenance necessary to continue operations and meet approved service levels
  - 5.8.9 Timely coordination and communication with Burlingame City staff regarding maintenance and upgrades to minimize impact to Burlingame operations
  - 5.8.10 Diagnosing, investigating, and identifying root cause to network problems; recommend and implement fixes
  - 5.8.11 Integration with other Agencies / Applications
  - 5.8.12 Ensure applications are available for internal/external access
  - 5.8.13 Maintain security settings, software, and firmware on all network equipment, computers, and laptops
  - 5.8.14 Utilize NIST security framework and standards to manage the Burlingame's network security program
  - 5.8.15 Network diagrams
    - 5.8.15.1 The documentation will be audited and inventoried on an annual basis. A quarterly update will be sent to the designated IT contact for review.

**EXHIBIT B****Schedule of Charges/Payments**

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed report that indicates included monthly costs and out-of-scope services. Consultant will pre-approve with the City regarding any out-of-scope work being performed by Consultant.

Fees consist of services and the cost to support technology equipment. The technology equipment costs will be adjusted quarterly based on the number of devices on the City's network. Services include 3 (8) hour days of onsite I.T. support, systems and staffing to support the technology needs in the Scope of Services. The City will have the option to flex the usage of the 24 hours a week of onsite staff.

**Monthly/Annual Costs:**

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Implementation Cost	\$17,424		
Monthly Cost	\$35,548	\$39,868	\$41,788
Annual Cost	\$426,576	\$478,416	\$501,456

**Per Unit Monthly Costs for Desktop and Services:**

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
City Desktop	\$50	\$50	\$50
Library Desktop	\$45	\$45	\$45
Laptops	\$50	\$50	\$50
Copiers	\$25	\$25	\$25
Printers	\$25	\$25	\$25
Tablets/iPads	\$8	\$8	\$8
Physical Servers	\$125	\$125	\$125
Virtual Servers	\$125	\$125	\$125
SAN Storage	\$125	\$125	\$125
SAN Switch	\$35	\$35	\$35

WORM Storage	\$125	\$125	\$125
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**Flat Rate Cost for Network and Security Services:**

Network and Security Services <sup>1</sup>	\$1,800	\$1,800	\$1,800
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<sup>1</sup> Includes systems and resources for network and security services such as Next Gen SEIM to secure network devices and support cybersecurity; includes equipment such as firewalls, switches, wireless access points, routers, backup solutions, and email archiver.

Hourly Costs for Additional Services	Year 1	Year 2	Year 3
Additional Onsite I.T. Support per hour	\$145	\$155	\$165
On-site problem diagnosis and Help Desk resolution	\$120	\$125	\$135
On-site server support services	\$185	\$185	\$190
Firewall Configuration Changes	\$185	\$185	\$190
Helpdesk Only - After-Hours Overtime Rate 6:00pm to Midnight	1.5 times Hourly Rate	1.5 times Hourly Rate	1.5 times Hourly Rate
Helpdesk Only - Extended After-Hours Overtime Rate Midnight – 7:00 am	2.00 times Hourly Rate	2.00 times Hourly Rate	2.00 times Hourly Rate

**Out of Scope Services:**

Each year the City will work with EATON to plan and approve annual workplan project for services not included in Attachment A Scope and Services to support the City's technology needs.

Year 1 Tentative Projects (Cost Estimates \$100,000 for Consultant Services<sup>2</sup>):

1. Office365 Implementation
2. Network switch upgrade (out of scope in Year 1 due to network review and design requirements based on security assessment included in scope of services)
3. Security Assessment Recommendations
4. ISP Improvements
5. FAX and Softphones Improvements
6. Large File Transfer
7. Contingency Project (unknown projects that may arise based on City's business and operational needs)

<sup>2</sup> Does not included equipment costs. Purchased separately by the City.