



City of Biggs

Agenda Item Staff Report For the Regular City Council Meeting: February 12, 2013

TO: Honorable Mayor and Members of the City Council
FROM: City Administrator
SUBJECT: Computer Server and Workstation Maintenance Contract

Council is being to consider approval of purchasing authority for the maintenance contract for the city server and certain specified workstations.

Background

In March 2012 Council approved the purchase of a new computer server for nearly \$8,000, as well as a maintenance agreement with PacifiCom at the rate of \$900 per quarter.

PacifiCom has been very responsive to all service needs, and included no charge assistance with efforts such as our internal effort to print to PDF files to reduce the time and expense of paper printing and storage.

Council is being asked for authorization to renew the maintenance agreement at the same rate of \$900 per quarter, beginning April 1, 2013.

Recommendation:

Authorize the City Administrator to renew the computer maintenance contract with PacifiCom at the rate of \$900 per quarter.

Attached: PacifiCom Maintenance Agreement.

Mark Sorensen, City Administrator

7. Arbitration of Disputes.

- (a) Any controversy between the parties involving the construction, application or performance of any of the terms, provisions, or conditions of this agreement shall, on the written request of either party served on the other, be submitted to binding arbitration, with the following exceptions:
 - (1) If the matter is justiciable in small claims court, then the dispute shall be resolved through that court without referral to arbitration.
- (b) Arbitration shall comply with and be governed by provisions of the California Arbitration Act, Section 1280 et.seq. of the California Code of Civil Procedure.
- (c) Upon receipt of a notice of intent to arbitrate, the parties shall mutually agree on an arbitrator. If they are unable to agree on a single arbitrator, each party shall appoint an arbitrator and the arbitrators shall select a third impartial arbitrator. The appointment of all arbitrators should be completed within 10 days of receipt of notice, and the matter set for hearing within 20 days thereafter. The decision of a majority of the arbitrators after close of the hearing, shall be final and conclusive upon the parties.
- (d) The parties agree to attempt to expedite the arbitration proceedings such that the matter can be arbitrated within 30 days of service of notice of intent to arbitrate.
- (e) The cost of arbitration, including the parties' attorney's fees shall be borne in such proportions as the arbitrator decides is just and reasonable.

8. No Hire Clause:

Buyer and Seller agree that during the period that this agreement is in force, including extensions or modifications thereto, and for an additional 12 months following this period, neither Buyer nor the Seller will actively recruit, or solicit permanent employees of either company; who are on active payroll status and are currently participating in this Program, without the prior written approval of the party whose employee is being considered for employment. This does not prohibit any employee from responding to or pursuing employment opportunities through normal media channels, i.e. newspapers, professional journals, etc. so long as it is not an attempt to avoid the intent of the above restriction.

9. Severability:

If one or more paragraphs in this agreement is found to be unenforceable or invalid, the Customer and PacifiCom's agreement on all other paragraphs shall remain valid.

10. Assignment:

This Agreement is not assignable without the prior written consent of PacifiCom. Any attempt to assign any of the rights, duties or obligations of this Agreement without such consent is void.

THE CUSTOMER ACKNOWLEDGES THAT THE CUSTOMER HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE CUSTOMER AGREES THAT THIS AGREEMENT, AND SUPPLEMENTS REFERENCING THIS AGREEMENT, WILL BE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, SUPERSEDING ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

Initial: _____

Exhibit A: Rate Schedule

Maintenance Description	Qty	Cost	Cost/Quarter
Server(s) -	1	\$150	\$450
Workstation(s) -	3	\$50	\$450
Computer and network maintenance and support 8:00AM to 5:00PM, Monday through Friday Including two hours per quarter of night and weekend support as necessary.			
Daily Duties:			
Support Users troubleshooting software and hardware failures			
Local Workstation hardware repair and replacement of faulty component			
System and Network diagnostics and repair			
Telephone Technical Support			
Remote network administration			
Router Configurations and Updates			
Switch/Router Support (LAN/WAN)			
Maintain user accounts, profiles, security groups			
Monitor error reports and logs on backup programs and servers			
Weekly Duties:			
Verify Virus Scan Status & Update Antivirus Software Signature files			
Install software patches and updates as required			
Check router logs, and access logs for security and performance issues			
Clean Adware/Spyware/popups from workstations			
Perform scheduled maintenance updates on workstations & servers			
Check status of Disk Drives, and defragment if necessary			
Semi-Annual/Annual Duties			
Preventative Maintenance - Clean internals of Workstations & Test (check Power Supplies Fans & CPU fans, etc.) (Local Only)			
UPS Battery Backup Testing (Local Only)			
System and Network Strategic meeting			
Managed Service Software - Continuous server and network monitoring		Included	
Overtime (beyond included two hours per quarter)		\$120 per hours	
Additional off hour maintenance and support; before 8:00AM, or after 5:00PM Monday through Friday, and all times during Saturday & Sunday.			
Travel Mileage	50 cents/mile		
Maintenance and support in areas outside of Chico/Paradise			
Total Quarterly Charges			\$900

Notes:

- PacifiCom will respond to service calls within 2 hours of request during regular business hours.
- Access to PacifiCom's technical staff will be available 24 hours per day for emergency support.
- Contract is to remain in force for a period of one year.
- All systems must have current antivirus software installed.

Initial: _____

Exhibit B: Equipment and Software Covered under Maintenance Contract

Inventory #	Type	User
ACCOUNT-AR	WORKSTATION	MARLEE
WS1	WORKSTATION	ROBEN
ADMIN	WORKSTATION	MARK
CBSBS-DC	SERVER - PHYSICAL	ADMIN

*****Required Maintenance Schedule: *****

- Work Stations: Days: WED Hours: 11PM to 5AM
- Servers: Days: WED Hours: 11PM to 5AM

Additional Computer hardware purchased thru PacifiCom will also be covered.

Additional Hardware Labor Covered:

- Routers
- Switches
- Battery Backups
- Server Backup Drives

Software Labor Covered:

- All standard business applications, including: MS Office Software, Adobe Acrobat, etc.
- Windows Server Software
- Exchange Software
- Windows XP/7 software
- Printer Drivers

Labor Not Covered:

- Custom Database software,
- Installation of new software
- Installation of new printers and hardware
- Transfer of data from existing systems to new systems

Accepted By:
PacifiCom

Customer

By _____
 Authorized Signature
 Brent Largent Owner
 Name and Title (Type or Print) Date

By _____
 Authorized Signature
 Name and Title (Type or Print) Date