

City of Los Alamitos

Agenda Report Consent Calendar

April 21, 2014
Item No: 8G

To: Mayor Gerri L. Graham-Mejia & Members of the City Council
Via: Bret M. Plumlee, City Manager
From: Cassandra Palmer, Support Services Manager
Subject: Amendment No. 2 to Professional Services Agreement with Scientia Consulting Group for Information Technology Support Services

Summary: The purpose of this report is to amend the Professional Services Agreement with Scientia Consulting Group, extending the term to June 30, 2015, for information technology support services.

Recommendation: Authorize the Mayor to execute Amendment No. 2 to the Professional Services Agreement with Scientia Consulting Group, extending the contract for one-year.

Background

Following a Request for Proposals and subsequent evaluation process, a two-year contract for information technology (IT) support services was awarded to the Scientia Consulting Group in 2011. The term of the agreement was through June 30, 2013, with an option for two one-year extensions. Last year, the City utilized the option to extend the Professional Services Agreement for one year. This item is brought to City Council to request another one-year extension of the contract to June 30, 2015.

Discussion

Scientia continues to deliver cost effective, comprehensive technology support by providing maintenance, project planning, and around-the-clock monitoring of our network. They have been instrumental in helping staff accomplish the following goals and benchmarks identified in the IT Strategic Plan for Fiscal Year 2013-14:

1. Scientia's proactive approach to IT issues has been invaluable to staff. They continue to participate in all Steering Committee meetings, providing staff with valuable technical insight as well as identifying the pros and cons of specific technology. They have ensured the efficient performance and maintenance of

- City systems since entering into a service contract with Los Alamitos. By facilitating the implementation of, and/or resolution to, more than 75 ideas from the Steering Committee's *Idea List*, Scientia has ensured the momentum of proactive thinking in the City's IT program. (*Goal - Move in a proactive direction*);
2. By implementing Wi-Fi for staff access to the City network throughout the Civic Center and public access in the City Council Chambers, Scientia has helped to facilitate the community's access to information. (*Goals - Improve access to local government and Improve Staff Efficiency*);
 3. A significant accomplishment this year was the development of a Disaster Recovery Plan. The purpose of the Disaster Recovery Plan is to reduce risks and minimize any negative impacts to the City by recovering disrupted systems and networks thereby resuming normal operations as soon as possible. The plan includes the identification of the most serious threats to the IT infrastructure with a strategy to mitigate the impact of those threats. System Backup is another integral part of the Disaster Recovery Plan. The storage of an archived copy in a secure offsite location was paramount to recovery following catastrophic disasters. (*Goal - Reduce risks and limit City's exposure*);
 4. In an effort to control costs, the virtualization of the City's network is being transitioned through a staged implementation with costs spread across fiscal years to coincide with regularly scheduled equipment replacement. Virtualization will reduce the amount of hardware and related costs needed for the network. For example, the cost to replace the City's twelve (12) servers at \$6,500 each is about \$78,000; whereas the cost to fully implement a virtualized network, with storage and software, is less than \$65,000. Although additional savings will be realized in the future, reducing the quantity of servers resulted in a savings of more than \$10,000 in hardware replacement costs during this fiscal year. (*Goal - Implement cost-effective solutions*); and,
 5. By providing information about the timing and effectiveness of new technology, Scientia continues to provide professional expertise and assist staff in making sound technological decisions. They also save staff time by representing the City at the Orange County Law Enforcement Information Technology Association meetings. (*Goal - Recognize the rapidly changing landscape of technology*)

In addition to helping the City meet its Information Technology goals, the City has saved money for consultation and support since entering into the agreement with Scientia for IT Support Services. To illustrate the cost effectiveness of this contract, the following chart reflects expenses for the City's IT services contracts from 2008 to 2014.

Fiscal Year	Contract with Scientia						
	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	Projected 2014-15
Budget Estimated*	\$92,873	\$90,981	\$108,468	\$84,340	\$71,103	\$75,000*	\$75,000

Since entering into a contract with Scientia, the City has realized a savings in the cost of our IT service contract while benefiting from Scientia's proactive approach and broad spectrum of expertise. Extension of the agreement for IT support services ensures the

containment of costs, promotes continuity by keeping the service in place, and gives staff the opportunity to further evaluate the scope of services for possible future savings as we work to stabilize the organization. Based on the efficiency and expertise provided by Scientia Consulting Services, it is recommended that City Council extend the IT Support Services Agreement for an additional year.

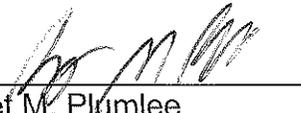
Fiscal Impact

The proposed budget for Fiscal Year 2014-15 will include \$75,000 for the Information Technology Support Services Agreement. The budget provides for the remote 24-7 monitoring of our network and an on-site technician for sixty (60) hours per month. The remote monitoring of our network is included in the agreement at no cost to the City. Staff included additional funding at the hourly rate of \$95/hour to accommodate specialized projects and after-hours emergency responses as may be necessary.

Submitted By:


Cassandra Palmer
Support Services Manager

Approved By:


Bret M. Plumlee
City Manager

Fiscal Impact Reviewed By:


Glenn L. Steinbrink
Interim Administrative Services Director

*Attachments: 1. Amendment No. 2 - Scientia Consulting Group
2. Amendment No. 1 - Scientia Consulting Group
3. Professional Services Agreement - Scientia Consulting Group*

AMENDMENT No. 2 TO PROFESSIONAL SERVICES AGREEMENT
(City of Los Alamitos and Scientia Consulting Group)

This Amendment No. 2 (“Amendment”) to Professional Services Agreement (“Agreement”) is made on this 21th day of April, 2014 at Los Alamitos, California, by and between the City of Los Alamitos, a municipal corporation, 3191 Katella Avenue, Los Alamitos, California 90720 (“City”) and Scientia Consulting Group, 1591 S. Sinclair Street, Suite B, Anaheim, California 92806 (“Contractor”).

This “Amendment” modifies Amendment No. 1 to the Professional Services Agreement “Agreement” between the “City” and the “Contractor” dated June 17, 2013 in the following fashion:

“City” and “Contractor” desire to amend the “Amendment” by modifying section 3.4 – Expiration Date of the “Agreement” to read as follows:

3.4 “Expiration Date”: June 30, 2015.

This “Amendment” modifies the original “Agreement” between the “City” and the “Contractor” dated June 17, 2011 in the following fashion:

“City” and “Contractor” desire to amend the “Agreement” by modifying section 15 – Notices to read as follows:

15 “Notices”
With a courtesy copy to:
Cary S. Reisman
City Attorney of Los Alamitos
Wallin, Kress, Reisman & Kranitz, LLP
2800 28th Street, Suite 315
Santa Monica, CA 90405
Phone: (310) 450-9582, Ext. 333
Fax: (310) 450-0506

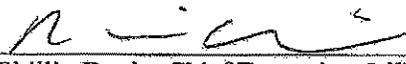
TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of Los Alamitos

By: _____
Gerri Graham-Mejia, Mayor

Date: _____

“Consultant”
Scientia Consulting Group

By:  _____
Phillip Danie, Chief Executive Officer

Date: 4-15-14

By:  _____
Marisela Rios, Chief Financial Officer

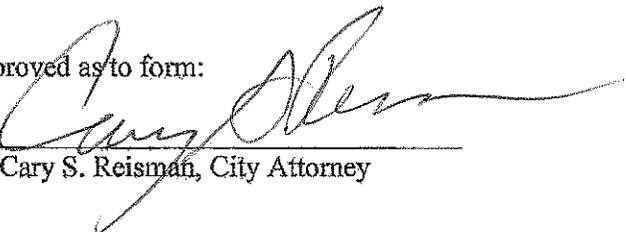
Date: 4/15/2014

Attest:

By: _____
Windmera Quintanar, CMC, City Clerk

Date: _____

Approved as to form:

By:  _____
Cary S. Reisman, City Attorney

Professional Services Agreement
City of Los Alamitos / Scientia Consulting Group

AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT
(City of Los Alamitos and Scientia Consulting Group)

This Amendment No. 1 (“Amendment”) to Professional Services Agreement (“Agreement”) is made on this 17th day of June, 2013 at Los Alamitos, California, by and between the City of Los Alamitos, a municipal corporation, 3191 Katella Avenue, Los Alamitos, California 90720 (“City”) and Scientia Consulting Group, 1591 S. Sinclair Street, Suite B, Anaheim, California 92806 (“Contractor”).

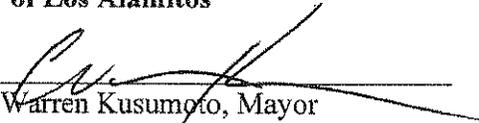
This “Amendment” modifies the original “Agreement” between the “City” and the “Contractor” dated June 20, 2011 in the following fashion:

“City” and “Contractor” desire to amend the “Agreement” by modifying section 3.4 – Expiration Date of the “Agreement” to read as follows:

3.4 “Expiration Date”: June 30, 2014.

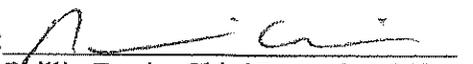
TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of Los Alamitos

By: 
Warren Kusumoto, Mayor

Date: 6/17/13

“Consultant”
Scientia Consulting Group

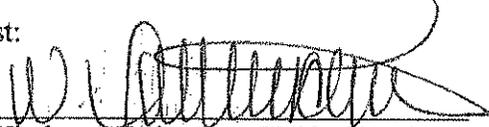
By: 
Phillip Danie, Chief Executive Officer

Date: 6-11-2013

By: 
Tom Bruce, Chief Technical Officer

Date: 6-11-13

Attest:

By: 
Windmera Quintanar, CMC, City Clerk

Date: 6/17/13

Approved as to form:

By: 
Cary S. Reisman, City Attorney

PROFESSIONAL SERVICES AGREEMENT
(City of Los Alamitos / Scientia Consulting Group.)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Los Alamitos, a California municipal corporation ("City") and Scientia Consulting Group, a California Corporation ("Consultant").

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: Information Technology Support Services.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1 "Scope of Services": Such professional services as are set forth in Consultant's May 16, 2011 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's May 16, 2011 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 "Commencement Date": July 1, 2011.
- 3.4 "Expiration Date": June 30, 2013.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 ("Termination") below.

5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any

such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of one hundred thousand dollars (\$100,000) unless specifically approved in advance and in writing by City.

- 5.2 Consultant shall obtain a City business license prior to commencing performance under this Agreement.
- 5.3 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.4 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.5 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Chief Technology Officer Tom Bruce shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule.

7. **OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

8. **RELATIONSHIP OF PARTIES**

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

9. **CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

10. **INDEMNIFICATION**

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.

- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage as is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other costs and fees of litigation.
- 10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- 11.1.3 Worker's Compensation insurance as required by the laws of the State of California.
- 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium thereon at Consultant's expense.

- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 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. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

12.2 If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

13. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

14. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720
Telephone: (562) 431-3538
Facsimile: (562) 493-1255

If to Consultant:

Scientia Consulting Group
1591 S. Sinclair Street, Suite B
Anaheim, CA 92806
Telephone: (877) 444-3108
Facsimile: (714) 917-3113

With courtesy copy to:

Sandra J. Levin, Esq.
Los Alamitos City Attorney
Colantuono & Levin, P.C.
300 S. Grand Ave., Suite 2700
Los Angeles, CA 90071
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

17.1. City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on thirty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

17.2 If City terminates this Agreement due to no fault or failure of performance by

Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. **GENERAL PROVISIONS**

- 18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the

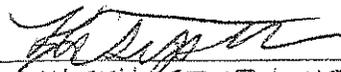
simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

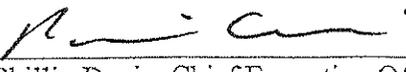
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of Los Alamitos

“Consultant”
Scientia Consulting Group

By: 
KENNETH STEPHENS, MAYOR

By: 
Phillip Danie, Chief Executive Officer

Date: 06-20-11

Date: 6-29-11

By: 
Tom Bruce, Chief Technical Officer

Date: 6-29-11

Attest:

By: 
Adria M. Jimenez, CMC, City Clerk

Date: 06-20-11

Approved as to form:

By: 
Sandra J. Levin, City Attorney

Date: 06-20-11

EXHIBIT A SCOPE OF WORK

The Scientia Consulting Group shall provide “**Regular IT Support**” which includes, but is not be limited to the following:

1. Help Desk Support (including any off-site computers and Police mobile data computers).
 - Software related issues (Application Support)
 - Hardware related issues (Servers/Workstations/Mobile Data Computers)
2. Network Administration
 - Network Access
 - Network Printing
 - Network Resource Access
 - Email Administration
 - Documentation
 - Server Maintenance
 - Firewall Administration Support
3. Perform System Upgrades/Updates.
 - Operating System Upgrades
 - Application Upgrades
 - Hardware Upgrades
 - Operating System Updates/Patches (Server/Workstation)
4. Filtering/Protection
 - Virus Protection Administration
 - SPAM Filtering Administration
5. Administer the City’s computer backup system
6. Resolve any issues with City’s IT infrastructure.
7. Answer IT related questions from City staff.
8. Work with other IT consultants/vendors to resolve issues with software and hardware and for the implementation of City’s IT projects.
9. Attend meetings when requested by City staff.
10. Provide City with recommendations on how to improve IT infrastructure, use technology to automate processes, and implement new technology.
11. Participate in City’s budget process when requested.

12. Provide City with quotes from other vendors for IT purchases when requested.
13. Provide the Sentinel for managing the City's computing infrastructure.

EXHIBIT B
APPROVED FEE SCHEDULE

Regular IT Support as defined in the Scope of Services shall be billed at ninety-five dollars (\$95.00) per hour.

IT Support above the estimated sixty (60) hours per month (Regular IT Support) will be billed at the same hourly rate of ninety-five dollars (\$95.00) per hour during regular hours. Any hours outside of the normal work-week will be billed at a 2-hour minimum charge. Recognized state and federal holidays will be billed at an hourly rate of ninety-five dollars (\$95.00) with a 2-hour minimum charge.

Additionally, two hours per month of off-site monitoring will be provided at no charge. Any unused remote IT support hours each month, will be rolled over into the next month into a support bank for use at a later date. The IT rollover support bank resets after each full year based on the signing date of the contract.