



**CITY OF PACIFIC GROVE**  
300 Forest Avenue, Pacific Grove, California 93950

**AGENDA REPORT**

**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Tori Hannah, Administrative Services Director  
**MEETING DATE:** February 7, 2018  
**SUBJECT:** Consider a Contract with ClientFirst Technology Consulting Group for Various Information Technology Projects and Receive Update on Prior Expenditures for ClientFirst Services  
**CEQA:** Does not constitute a "Project" under California Environmental Quality Act (CEQA) Guidelines.

**RECOMMENDATION**

Approve a contract amendment with ClientFirst Technology Consulting Group

**DISCUSSION**

On December 20, 2017, the ClientFirst Technology Consulting Group presented an Information Technology Assessment Report. This presentation included an overview of the City's Information Technology needs, a five-year Information Technology Master Plan, and a staffing assessment. The proposed \$27,500 contract includes initiatives to support the IT Master Plan, as well as assistance with recruitment efforts for the City's new IT support position. While this contract is within the City Manager's approval limits, additional contracts with ClientFirst have been issued this fiscal year.

Staff is recommending using ClientFirst for these continued projects due to their technical expertise and knowledge of the City's IT infrastructure. Key project initiatives and costs are listed below, with detailed information included in the attached initiatives and proposal (Attachments 1 and 2).

- Professional Services: \$5,000
  - Assist with the development of job specifications and testing for the City's new IT position (title and specifications pending)
  - Initiative 29: Develop specifications and assist with the evaluation of proposals for the audio visual systems (AVS) in the Council Chambers and the Police Department Emergency Operations Center.
- Structured Connectivity System, Initiative 9: \$15,000  
Development of an RFP and design specifications for cabling to replace the aging City telephone system, which will also allow the Police Department to implement high-speed applications, such as video surveillance.
- Network Redesign, Initiative 33: \$7,500  
Provides the foundation for the Structured Connectivity System Project

In December, Council also requested an update on the cost of services provided by the ClientFirst Consulting Technology Group. ClientFirst was first retained in Fiscal Year 16/17. The two-year costs incurred through December 2017 for the IT Assessment Report and specific projects are listed below. Individual contracts were initiated for administrative services and select technology projects.

Fiscal Year 16/17: \$37,760

- IT Assessment Report and Development of an RFP for Technical Support
  - IT Assessment Report: \$18,852
  - IT Support for the development of an RFP, facilitating vendor site visits, and assistance in the selection of a firm: \$8,205
- Police Department Server Upgrade Project: \$10,703

Fiscal Year 17/18: \$27,624

- Negotiations with the City of Monterey, which included identification of any technology integration concerns or shared opportunities; estimated annual costs, provide support for password security software; and review of the initial draft agreement: \$10,585
- Police Department Improved Squad Car Communications Project: \$1,145
- Firewall and Switch Replacement Project: \$9,435
- Finalize IT Assessment Report and Conduct IT Staffing Assessment: \$6,489
  - Develop and provide presentation to Council and IT Steering Committee
    - Finalize report to reflect any updated information
  - Conduct IT Staffing Assessment

**FISCAL IMPACT**

There is no fiscal impact associated with this action. The funds to support this contract have been included in the Fiscal Year 17/18 Information Technology; and Public, Educational, and Governmental (PEG) Access Fund Budgets.

**GOAL ALIGNMENT**

Operational Excellence

**ATTACHMENTS**

- 1: Excerpt from the IT Assessment Plan - Initiatives
- 2: Proposed Agreement with ClientFirst Technologies

RESPECTFULLY SUBMITTED:



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Tori Hannah  
Administrative Services Director

REVIEWED BY:



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Ben Harvey  
City Manager



## 9. Structured Connectivity System

A *Structured Connectivity System* is a complete set of cabling and connectivity products that integrate voice, data, video, and other technology systems into a comprehensive infrastructure.



### Findings and Observations

- Some communications system patch panels, wiring blocks, and faceplates are not labeled in a reliable manner, and/or in some cases, are not labeled at all.
- At Public Works:
  - ◆ A patch panel is not in use and labeling is limited.
  - ◆ Cable distances exceed industry standards, which may result in poor performance.
- The quantity of data/voice jacks deployed at work area locations is not consistent.
- The copper horizontal cabling system is comprised of different cable types with varying bandwidth capabilities, such as Category 5 (100 Mbps), Category 5e (1 GB), and Category 6 (1 GB \*Recommended).
  - ◆ Cabling at City Hall appears to be Category 5e and capable of supporting necessary desktop speeds.
  - ◆ Cabling at the Police Department and Public Works is Category 5 and must be upgraded to support current applications.
  - ◆ Library cabling will be upgraded as a part of the Library Renovation Project.
- The fiber-optic backbone system varies throughout the buildings and, in some cases, has bandwidth limitations at 1 GB.
- Equipment racks and cabinets are not sized properly for current and future growth. Additionally, appropriate patch-cord management is deficient.
- Equipment racks and cabinets are not properly fastened to floors and walls.
- Equipment racks and cabinets are not grounded.
- Communications wiring rooms do not have sufficient cooling, power, and/or emergency backup equipment.
  - ◆ Additional air conditioning HVAC will be added to the Police wiring room in the current budget year.
- As-built record documentation related to the horizontal and backbone communications system does not exist.

### Recommendations

- The City should develop and implement a Structured Cabling System (SCS) Standards Document. This document will be used to support the ongoing needs of the City as it relates to maintaining the existing SCS, and can also be provided to architects and/or contractors as part of the construction specification for future projects. The SCS Standards Document should have the following as its goals:
  - ◆ Implement a non-proprietary cable infrastructure system supporting multi-vendor equipment and services
  - ◆ Provide reduced cost for future cable installation, support, and management
  - ◆ Maintain consistency providing reduced training requirements for employees
  - ◆ Improved troubleshooting and support for ongoing management/maintenance
  - ◆ System based on recognized industry standards (ANSI, TIA/EIA, IEEE and BICSI)



- Develop and implement a unified labeling system
- Provide suitable patch cord management system at equipment racks and/or cabinets
- Develop and issue an RFP to upgrade deficient structured cabling systems at Police and Public Works



## 29. Council Chambers Audiovisual Systems

### Findings and Observations

- Council chambers audiovisual (AV) and lighting are older, but still functional.
- A not-for-profit is responsible for Council meeting AV production and cable TV feeds.
- IT staff supports and monitors Council meeting start to validate that systems are working appropriately.
- Agenda management software, which may also include a separate module for developing meeting minutes, is not currently utilized.
- Audio recordings are used for all other Boards, Commissions, and Committees.
  - ◆ These recordings are posted on the website following each meeting.
  - ◆ Live audio feeds or video of these meetings is not available.

### Recommendations

- Consider procuring the Council Chambers Audiovisual System and EOC audiovisual at the same time.
  - ◆ The City may receive better pricing on a larger purchase.
- Design and develop an RFP for replacement of audiovisual equipment and lighting systems in Council chambers.
- Utilize PEG-fund balance and PEG fees over time to keep improvements budget-neutral, if possible.
- Integrate audiovisual and Council meeting minutes using a third-party agenda management product.
  - ◆ Utilize an agenda management/ECMS selection process.

### Benefits

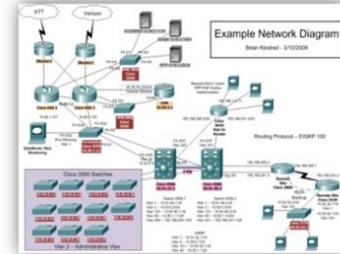
- Improved production quality of City Council meetings and other public meetings held in the Council chambers
- Increased availability of IT staff for core technology projects and staff support
- Improved government transparency



## 33. Network Redesign

### Findings and Observations

- Current network topology contains single points of failure for core connectivity.
- Bottlenecks exist in the network, resulting in poor performance and reliability.
- Network was not built with future growth in mind, and currently provides limited bandwidth.
- The network devices do not support Power over Ethernet, which will be a requirement for a replacement VoIP phone system.
- Network IP addressing and segmentation improvements could further increase security and performance.
- The Police Department is segmented from the City administrative network.



### Recommendations

- Redesign the core network to increase speeds a minimum of ten times.
  - ◆ Create a resilient core network that eliminates single points of failure.
- Review virtual LAN (VLAN) network segmentation and revise per current best practices.
- Monitor and collect performance metrics on network availability and viability.
- Replace network devices in conjunction with the recommended phone system replacement.

### Benefits

- Improved network performance speed and reliability
- Reduced support costs
- Full redundancy across sites
- Increased security

**CITY OF PACIFIC GROVE AGREEMENT FOR CONSULTANT PROFESSIONAL SERVICES**  
**(Under \$35,000)**

This Professional Services Agreement (“Agreement”) is made by and between the City of Pacific Grove, a political subdivision of the State of California (hereinafter “City”) and ClientFirst, (hereinafter “CONSULTANT”).

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The City hereby engages CONSULTANT to perform, and CONSULTANT hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows: Third party professional services for IT staffing selection, design specifications for the audio visual equipment in the Council Chambers and Emergency Operations Center; Structured Connectivity System Project, and a Network Redesign Project.
2. **PAYMENTS BY CITY.** City shall pay the CONSULTANT in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by City to CONSULTANT under this Agreement shall not exceed the sum of **\$27,500**.
3. **TERM OF AGREEMENT.** The term of this Agreement is from February 7, 2018 to June 30, 2018 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONSULTANT and City and with City signing last, and CONSULTANT may not commence work before City signs this Agreement.
4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:  
**Exhibit A: Proposal for IT Planning Implementation Assistance Fiscal Year 2017/18.**
5. **PERFORMANCE STANDARDS.**
  - 5.01. CONSULTANT warrants that CONSULTANT and CONSULTANT’s agents, employees, and subconsultants performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the City, or immediate family of an employee of the City.
  - 5.02. CONSULTANT, its agents, employees, and subconsultants shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
  - 5.03. CONSULTANT shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONSULTANT shall not use City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

**6. PAYMENT CONDITIONS.**

6.01. CONSULTANT shall submit to the Contract Administrator an invoice on a form acceptable to City. If not otherwise specified, the CONSULTANT may submit such invoice monthly or at the completion of each phase of the project, as provided on page 16 of the proposal, but in any event, not later than 30 days after

completion of services. The invoice shall set forth the amounts claimed by CONSULTANT for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the City may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the City approves in conformity with this Agreement, and shall promptly submit such invoice to the City Auditor-Controller for payment. The City Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONSULTANT shall be eligible to receive reimbursement for actual travel expenses up to the amount specified in the cost proposal.

## 7. TERMINATION.

7.01. During the term of this Agreement, the City may terminate the Agreement for any reason by giving written notice of termination to the CONSULTANT at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The City may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONSULTANT. "Good cause" includes the failure of CONSULTANT to perform the required services at the time and in the manner provided under this Agreement. If City terminates this Agreement for good cause, the City may be relieved of the payment of any consideration to CONSULTANT, and the City may proceed with the work in any manner which City deems proper. The cost to the City shall be deducted from any sum due the CONSULTANT under this Agreement.

## 8. INDEMNIFICATION

**8.01 Indemnification for Professional Liability.** Where the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

**8.02 Indemnification for Other than Professional Liability.** Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant.

**8.03 Limitation of Indemnification.** Notwithstanding any provision of this [Indemnification] to the contrary, design professionals are required to defend and indemnify the City only to the extent permitted by Civil Code Section 2782.8, which limits the liability of a design professional to claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term

“design professional,” as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code. The provisions of this section do not apply to claims occurring as a result of City’s sole or active negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

Exemption/Modification (Justification attached; subject to approval).

## 9. INSURANCE.

9.01. Insurance Coverage Requirements: Without limiting CONSULTANT’s duty to indemnify, CONSULTANT shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, no less broad than Insurance Services Office (ISO) CG 00 01, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent CONSULTANTS, Products and Completed Operations, with a minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If CONSULTANT maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by CONSULTANT.

Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers’ Compensation Insurance, if CONSULTANT employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer’s Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the retroactive date shall be no later than the commencement of the work. Coverage applicable to the work performed under this agreement shall be continued for three (3) years after completion of the work . Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this agreement.

Exemption/Modification (Justification attached; subject to approval).

9.02. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the City and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONSULTANT completes its performance of services under this Agreement.

. CONSULTANT shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, CONSULTANT shall forthwith obtain and submit proof of substitute insurance. Should CONSULTANT fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at CONSULTANT's sole cost and expense.

Commercial general liability and automobile liability policies shall provide an endorsement naming the City of Pacific Grove, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONSULTANT'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the City and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONSULTANT'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

The general liability policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.

CONSULTANT shall provide to City an endorsement that the issuer waives the right of subrogation against the City, its officers, officials, employees, agents and volunteers.

Prior to the execution of this Agreement by the City, CONSULTANT shall file certificates of insurance with the City's contract administrator and City's Contracts/Purchasing Division, showing that the CONSULTANT has in effect the insurance required by this Agreement. The CONSULTANT shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONSULTANT shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by City, annual certificates to City's Contract Administrator and City's Contracts/Purchasing Division. If the certificate is not received by the expiration date, City shall notify CONSULTANT and CONSULTANT shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONSULTANT to maintain such insurance is a default of this Agreement which entitles City, at its sole discretion, to terminate this Agreement immediately.

## 10. RECORDS AND CONFIDENTIALITY.

10.01. Confidentiality. CONSULTANT and its officers, employees, agents, and subconsultants shall comply with any and all federal, state, and local laws which provide for the confidentiality of records and other

information. CONSULTANT shall not disclose any confidential records or other confidential information received from the City or prepared in connection with the performance of this Agreement, unless City specifically permits CONSULTANT to disclose such records or information. CONSULTANT shall promptly transmit to City any and all requests for disclosure of any such confidential records or information. CONSULTANT shall not use any confidential information gained by CONSULTANT in the performance of this Agreement except for the sole purpose of carrying out CONSULTANT's obligations under this Agreement.

10.02. City Records. When this Agreement expires or terminates, CONSULTANT shall return to City any City records which CONSULTANT used or received from City to perform services under this Agreement.

10.03. Maintenance of Records. CONSULTANT shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and City rules and regulations related to services performed under this Agreement. CONSULTANT shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONSULTANT shall retain said records until such action is resolved.

10.04. Access to and Audit of Records. The City shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONSULTANT and its subconsultants related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the City or as part of any audit of the City, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05. Royalties and Inventions. City shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONSULTANT shall not publish any such material without the prior written approval of City.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONSULTANT, and its subconsultants, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONSULTANT's employment practices or in the furnishing of services to recipients. CONSULTANT shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONSULTANT and any subconsultant shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the City pursuant to a contract with the state or federal government in which the City is the grantee, CONSULTANT will comply with all the provisions of said contract, to the extent applicable to CONSULTANT as a sub-grantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, City will deliver a copy of said contract to CONSULTANT, at no cost to CONSULTANT.

**13. INDEPENDENT CONSULTANT.** In the performance of work, duties, and obligations under this Agreement, CONSULTANT is at all times acting and performing as an independent CONSULTANT and not as an employee of the City. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and CONSULTANT shall not become entitled by virtue of this Agreement to receive from City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONSULTANT shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONSULTANT's performance of this Agreement. In connection therewith, CONSULTANT shall defend, indemnify, and hold City harmless from any and all liability which City may incur because of CONSULTANT's failure to pay such taxes.

**14. NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the City's and CONSULTANT'S contract administrators at the addresses listed below:

FOR CITY:	FOR CONSULTANT:
<hr/> Tori Hannah, Administrative Services Director Name and Title <hr/> 300 Forest Avenue Pacific Grove, CA 93950 Address <hr/> (831) 648-3103 Phone <hr/>	<hr/> Name and Title <hr/> Address <hr/> Phone <hr/>

**15. MISCELLANEOUS PROVISIONS.**

15.01. Conflict of Interest. CONSULTANT represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.02. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the City and the CONSULTANT.

15.03. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the City and the CONSULTANT. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04. CONSULTANT. The term "CONSULTANT" as used in this Agreement includes CONSULTANT's officers, agents, and employees acting on CONSULTANT's behalf in the performance of this Agreement.

15.05. Disputes. CONSULTANT shall continue to perform under this Agreement during any dispute. CONSULTANT and the CITY hereby agree to make good faith efforts to resolve disputes as quickly as possible. In the event any dispute arising from or related to this Agreement results in litigation or arbitration, the prevailing party shall be entitled to recover all reasonable costs incurred, including court costs, attorney fees, expenses for expert witnesses (whether or not called to testify), expenses for accountants or appraisers

(whether or not called to testify), and other related expenses. Recovery of these expenses shall be as additional costs awarded to the prevailing party, and shall not require initiation of a separate legal proceeding.

15.06. Assignment and Subcontracting. The CONSULTANT shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the City. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the City. Notwithstanding any such subcontract, CONSULTANT shall continue to be liable for the performance of all requirements of this Agreement.

15.07. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the City and CONSULTANT under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12. Non-exclusive Agreement. This Agreement is non-exclusive and both City and CONSULTANT expressly reserve the right to contract with other entities for the same or similar services.

15.13. Construction of Agreement. The City and CONSULTANT agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15. Authority. Any individual executing this Agreement on behalf of the City or the CONSULTANT represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16. Integration. This Agreement, including the exhibits any documents incorporated by reference, represent the entire Agreement between the City and the CONSULTANT with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the City and the CONSULTANT as of the effective date of this Agreement, which is the date that the City signs the Agreement.

15.17. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

15.18 Severability. If any of the provisions contained in the Contract are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Contract for any cause. If a part of this Contract is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Contract is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

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DRAFT

IN WITNESS WHEREOF, City and CONSULTANT have executed this Agreement as of the day and year written below.

**CITY OF PACIFIC GROVE**

**CONSULTANT**

By: Tori Hannah  
Purchasing Manager

Date: February 7, 2018

By: \_\_\_\_\_  
Program Manager/Dep't Head

Date: \_\_\_\_\_

Approved as to Form

By: \_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

Approved as to Fiscal Provisions<sup>1</sup>

By: \_\_\_\_\_  
Finance

Date: \_\_\_\_\_

Approved as to Liability Provisions<sup>2</sup>

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

ClientFirst Technology Consulting  
CONSULTANT's Business Name\*

By: \_\_\_\_\_  
(Signature of Chair, President, or Vice-President)\*

\_\_\_\_\_  
Name and Title

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, or Asst. Treasurer)\*

\_\_\_\_\_  
Name and Title

Date: \_\_\_\_\_

City Agreement Number: \_\_\_\_\_.

\*INSTRUCTIONS: If CONSULTANT is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONSULTANT is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONSULTANT is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

<sup>1</sup> Approval by Finance necessary only if financial questions or issues raised in the City's approval of agreement.

<sup>2</sup> Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9.

January 23, 2018

Ms. Tori Hannah  
Administrative Services Director  
City of Pacific Grove  
1600 West Beverly Blvd.  
Pacific Grove, CA 90640

**Re: Proposal for IT Planning Implementation Assistance FY2018**

Dear Tori:

CLIENTFIRST Technology Consulting is pleased to provide the City of Pacific Grove with our *Proposal for IT Planning Implementation Assistance*. We value the confidence you have placed in us. Thank you for spending time last week sharing your plans and discussing next steps.

Per your request, we have prepared recommendations based on the IT Plan presented to Council on Tuesday, December 19, 2017. Below we have outlined each initiative that we would expect to provide high-value consulting services and how we may be able to assist.

## Initiative 2: Third-Party Professional Services

We recommend utilizing a portion of *Third-Party Professional Services* to assist in the recruitment of the recently approved IT technician position and helping with vendor selection for the audiovisual (AV) project listed below. Our assistance would consist of:

- IT Technician Selection:
  - ◆ Job description review
  - ◆ Advertisement review
  - ◆ Interview participation as appropriate
  - ◆ Testing (we utilize telephone-based tests for technical competency)
  - ◆ Onboarding
- Selecting a design firm to develop detailed specifications for *AV for Council Chambers and Police Emergency Operations Center (EOC)*, which would include drafting a scope of work, procuring 3 proposals, and making recommendations of a design firm.

We expect to expend not more than \$5,000 in consulting fees to assist in the IT Technician hiring process and the selection and onboarding of an AV design firm.

## Initiative 9: Structured Connectivity System

Structured connectivity system (cabling) improvements are required to replace the aging and obsolete City telephone system. These improvements will also assure sufficient bandwidth to allow the Police Department to implement high-speed applications, such as video surveillance. The Police and Public Works buildings require upgraded cabling. City Hall, Recreation and the Library were recently updated.

An initial step would be development of an RFP for the Structured Cabling System. The project must be bid to select a cable provider and utilize prevailing wage. Our initial design fees would be approximately \$15,000 to inspect sites, develop design specifications, create a Bid Document, and work with the City through creating a recommendation to Council.



## Initiative 29: Council Chambers Audiovisual Systems

The Plan includes funds in the current budget year for AV design services, including development of a specifications and bid document. As stated above, we would assist the City in selecting a design consultant who specialized in audiovisual design and, utilizing these funds, can develop a bid for AV improvements in Council chambers and Police EOC.

## Initiative 33: Network Redesign

As we discussed, to provide the foundation for the new phone system and to provide adequate speeds for planned Police video surveillance improvements, network redesign efforts are required. Funds were budgeted in the current budget year for design and implementation of network improvements. Design services are expected to be approximately \$7,500 of this budget and *CLIENTFIRST* can do this in conjunction with other initiatives under way.

## Initiative 55: IT Security

These funds were originally identified to be used for network authentication for each user. We believe it is best to wait for the new IT technician position to be filled prior to undertaking this project. These funds are available for other project work.

IT Planning Implementation Assistance FY2018 Summary of Initiatives		
Initiative Number	Initiative Name	Consulting Funds Proposed
2	Third-Party Professional Services	\$5,000
9	Structured Connectivity System	\$15,000
29	Council Chambers Audiovisual Systems	Included Above
33	Network Redesign	\$7,500
55	IT Security (on hold; reallocate funds)	\$0
	<b>Investment Summary</b>	<b>\$27,500</b>



Please contact me with any questions regarding this proposal. I can be reached at 847.598.0345 or [tjakobsen@clientfirstcg.com](mailto:tjakobsen@clientfirstcg.com). We appreciate the continued opportunity to serve the City of Pacific Grove.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tom Jakobsen".

**Tom Jakobsen**

*Senior Partner*

IT Support and Infrastructure Practice Leader