

City of Brisbane

Agenda Report

To: City Council via City Manager
From: Stuart Schillinger, Administrative Services Director
Subject: Outsourcing aspects of Computer Support to Endsight
Date: February 5, 2015

Purpose:

Ensure the City's computer network is kept up-to-date and problems are solved in a timely cost effective manner.

Recommendation:

Direct the City staff to enter into a support agreement with Endsight.

Background:

In 2000 the City hired Endsight a computer consulting firm to review our computer network, recommend upgrades, and develop computer related policies. Based on their recommendations and our own staff's knowledge and dedication the City has been able to create a reliable computer network for the employees to use.

The City has used Endsight for various purposes since the initial project always with good results. The City currently has a contract with Endsight to provide on-site assistance once a week to assist our sole IT staff person to do upgrades to the network, troubleshoot problems, and provide general support to the users. When City Hall was remodeled and the network had to be moved and moved back Endsight provided the engineering services to assist with the move and reconnecting all of the computers throughout the City to ensure continued operations.

During the recession and its aftermath the City has not invested in its computer infrastructure as it normally did. This has resulted in a few issues which are becoming apparent from a user of the system. One of these issues was the new interconnectivity the Police Department needed with San Mateo and the increased burden policing services put on our network. This was dealt with by having the Police Department enter into a support agreement with NevTec to ensure their system is available 24/7.

The City has also been working with Utility Telephone to provide a higher speed connection and more band width to the internet. We have run into problems with upload and download speeds for on-line training requirements at the Fire Department, uploading videos on to the web for our various meetings, and having enough day-to-day bandwidth for the variety of uses staff needs to use the internet for. Additionally, staff is exploring and will probably recommend having its financial system reside in the "cloud" instead of being located on on-site servers. This will also require faster and more reliable internet service which we will be able to get from the fiber offered by Utility Telephone instead of traditional cable offered by Comcast.

The remaining basic issue which the City needs to resolve is the same one raised by the Police Department, which is how can we provide all of the support services while still handling the day-to-day issues and long-term planning issues by a single support person. The City approached Endsight and NevTec to provide a support services agreement to the City.

Discussion:

Both proposals were similar in nature and cost. Staff entered into detailed negotiations with Endsight for this service based on their familiarity with our system as well as receiving a high level of service on the variety of projects they have been used for.

The agreement is for a managed backup system, SPAM filtering and managed Anti-Virus. The managed backup service will back up our network on a daily system and store the information on their network. This service will allow us to quickly recover from a disaster since their backup service is located in a remote location. Currently we do a physical backup of our system but the information is still kept with our City. If there is a problem within the City which does not allow us to use our facilities we would have a difficult time getting back on-line. With the information stored in a remote location restoration could be quicker and accessed in multiple locations. This provided 24/7 protection against viruses and spyware as well.

Additionally, the City will receive tracking and asset management of our desktops. This will allow updates to be done remotely instead of using our own staff time to ensure that all computers are updated. A number of issues occur if the desktops do not have the most current version of spyware or virus protection.

On September 18, 2014 staff met with the technology to review the issues the City's IT infrastructure is facing and the proposed solutions.

Fiscal Impact:

The monthly fee for this service is \$3,300 a month. This is a cost which includes all users other than the Police Department which receives these services from NevTec. This cost is not currently in our budget but will be reflected as part of the mid-year update in March and included in the 2015/16 budget.

Measure of Success

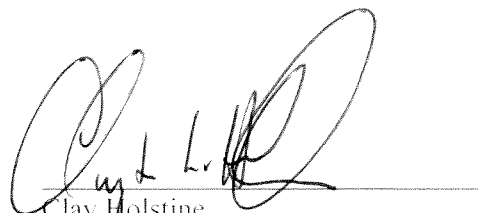
Greater reliability of the system. Additional time for our IT staff to spend on developing the long-range plan for our network and computer system.

Attachments:

Endsight support agreement.



Stuart Schillinger
Administrative Services Director



Clay Holstine
City Manager



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Date: 12/10/2014

Endsight Outsourced IT Support Agreement

Prepared for:

City of Brisbane



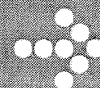
Outsourced IT Services:

City of Brisbane agrees to engage Endsight to provide the outsourced IT services detailed below.

Supported Technology*:

- Windows / Apple desktop administration, maintenance & support
- Handheld / Smartphone support
- Printer support
- Microsoft Exchange email administration, maintenance & support
- Microsoft SQL database administration, maintenance & support
- Windows server administration, maintenance & support
- Tape backup / power backup, administration, maintenance & support
- Anti-virus / SPAM filtering, administration, maintenance & support
- Firewall/VPN administration, maintenance & support
- Switching / routing, administration, maintenance & support

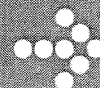
*Endsight will provide first level support for business specific software applications, and phone systems.



Planning, Strategy and Program Management “Planning”:

Endsight will assign a senior member of our staff to act as your Technical Account Manager (TAM). Your TAM will be your primary point of contact and will:

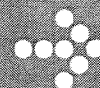
- Develop and nurture strong client relationships
- Know and document the current network state, requirements and concerns, understand the details of business processes and ensure that the Endsight solution will appropriately meet your evolving needs
- Coordinate and assist with the rollout of Endsight's managed service offering
- Consistently conduct onsite and remote audits of your network to ensure that the existing environment adheres to industry standards
- Analyze reactive support request tickets, diagnose systemic network issues and recommend strategic solutions
- Drive strategic planning and development of infrastructure improvements and work with the Endsight professional services team to ensure that strategic IT projects are executed properly
- Facilitate internal project handoffs to verify that the work performed is complete and meets expectations
- Conduct regular strategy sessions to develop IT strategy plans
- Work to create and understand an annual IT spending budget that incorporates projects, renewals, recurring costs, etc.
- Provide customized end user training, ensuring a seamless and successful deployment of Endsight's services
- Act as an escalation point for technical and client service issues as necessary
- Work with the Response Center to direct troubleshooting efforts on escalated issues as needed.



Infrastructure Management and Proactive Maintenance “Plumbing”*:

Endsight’s Network Operations Center (NOC) proactively maintains and tunes the network. This team’s sole focus is reducing the number of reactive support requests. Key NOC service elements include:

- Policy scripts that assure application of Endsight’s best practice standards
- Server and personal computer system monitoring
- Management of service packs and hot-fixes for personal computer system and servers
- Hardware and software asset inventory reporting for personal computer systems and servers
- Event log review
- Critical service monitoring, including:
 - Known Events – monitoring for pre-failure events that precede network issues that impact end-users
 - Trending & Windows Management Instrumentation –forecast monitoring that measures events overtime to identify pre-failure trends that impact end-users
- Server cleaning, removal of temporary files
- Application of proactive scripts to auto heal known issues & pre-failure trends
- Data driven software patching process
- Drive defragmentation for servers and personal computer systems
- Logging of fixes and maintenance performed
- Server rebooting as needed
- Security analysis and review of all servers
- Configuration optimization
- Manage maintenance contracts for all hardware
- Backup of router and firewall configurations
- Monitoring of firewall (only available for some technologies)
- Monitoring of VPN tunnels (only available for some technologies)
- Review and update firewall access policies
- Label and document hardware with applicable IP addresses, host names and serial numbers
- Ensure proper firmware updates and patches are applied to solid state devices (firewalls, routers, and switches)
- ISP management



Managed Backup:

Endsight built its managed back up service to guard against two distinct disaster scenarios: catastrophic disaster (fire, theft, quake or flood) and localized failure (hardware failure, data corruption or human error). Completely automated, managed backup eliminates the "human factor" risks of reviewing backup software logs and changing, storing & transporting backup tapes.

For fast rebuilds in the event of a system crash, Managed Backup includes a locally installed storage devices that provides a "tapeless" back up of all server data as well as pre-configured images of all server software and system settings. In the event of a catastrophe, Managed Backup replicates a copy of the server data off-site assuring that a copy of the server data lives beyond the reach of disasters such as fire and flood.

Endsight's managed backup service includes:

- A locally installed mass storage device featuring:
 - 2-8 terabytes of "tapeless", redundant storage
 - Automated, daily backups of all server data
 - Pre-configured images of all server software and system settings that can be automatically applied for fast rebuilds in the event of a system crash
 - Daily monitoring and management of all on-site backup jobs
- Automated, backups to Endsight's off-site storage solution featuring:
 - Encrypted, high-speed internet connection to local storage device
 - Automated process occurring nightly to reduce load on corporate network
 - Redundant server architecture
 - Flexible, redundant data storage
 - High availability firewalls and switching fabric
 - Redundant fiber optic internet connections
 - Redundant utility and emergency power generators
 - 24x7 monitoring and protection against viruses, spyware and hacking
 - 24 x 7 physical security that includes video surveillance and key card access only to the data center
 - Fire suppression, earthquake and flood countermeasures

As an added hedge against data loss, some clients wish to maintain their existing tape backup solution in addition to Endsight's managed backup service. In these situations, Endsight provides support for the existing tape backup devices on an hourly basis. Work devoted to tape back issues deducts time from the client's prepaid retainer.

Managed Back Up Component	Number	Monthly Cost
On-site Storage Device (2-8) TB	6 units	\$100.00 per unit



Managed SPAM Filtering:

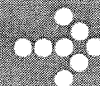
Managed SPAM Filtering provides comprehensive protection against the most current email-borne threats that can cripple your network if left unprotected. With our twelve-layer defense system, email filtering optimizes performance of your email server while utilizing the following protections:

- ⌘ Anti-spam - The algorithms and methods used by email filtering are the most comprehensive and most advanced in the industry at detecting and filtering spam, resulting in the lowest rate of false positives. Predictive sender profiling looks beyond the reputation of the sender and digs deeper into the spam campaign itself to identify anomalous activity
- ⌘ Anti-virus - By utilizing triple layer virus blocking, decompression of archives and file type blocking, the anti-virus engine in email filtering provides complete virus protection. When new spam and virus outbreaks occur, filter protection will block these threats in real-time
- ⌘ Anti-spoofing - This technology prevents the use of forged or "spoofed" sender addresses on unsolicited email
- ⌘ Anti-phishing - Email filtering provides robust protection against phishing schemes which are often used to gather confidential information about an organization or its individual users
- ⌘ Anti-spyware - (Attachments) - All attachments are scanned and any spyware executables are detected and eliminated immediately
- ⌘ Denial of Service Protection - Rate controls are utilized to stop denial of service attacks as well as dictionary based spam attacks. These rate control systems are integrated and automatic in email filtering.

Managed Anti-Virus / Endpoint Security:

Managed Anti-Virus and Endpoint Security provides an essential security protection component by incorporating reactive antivirus and spyware detection with the latest proactive technologies. Endpoint Security takes the place of your existing anti-virus software and includes effective protection against malicious programs ensuring not only anti-virus protection but protection from unknown threats. Endpoint security includes:

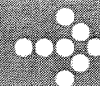
- ⌘ Security protection for desktops, notebooks, and file servers
- ⌘ Central administration of all features, including updates, and scheduling
- ⌘ Quality proven by all major antivirus certifications (VB100%, ICSA, West Coast Labs Checkmark)
- ⌘ Improved virus detection based on better heuristics and NTFS data streams scanning
- ⌘ Unique automatic threat-removal anti-spyware engine
- ⌘ Resident shield with on-access scanning



End User and Reactive Support “People”:

Endsight gives customers access to the (Endsight Response Center) ERC more commonly referred to as a helpdesk. The ERC is responsible for end user support but also is the first point of contact for any reactive support requiring fast response times including infrastructure related problems. Some example reasons you might contact the ERC are:

- ❖ Server offline (crash, hung, service stopped)
- ❖ Remote connectivity issue (trouble with VPN, terminal service, etc.)
- ❖ Hand-held problems (will not synchronize, stopped working, etc.)
- ❖ Personal computer system/ laptop issues
- ❖ Microsoft Office questions
- ❖ Printing problems
- ❖ Pop-ups & spyware
- ❖ Spam and other email problems
- ❖ Error messages
- ❖ How to questions
- ❖ First level application support
- ❖ LAN and WAN connectivity interruption
- ❖ Internet connectivity interruption
- ❖ Helping end-users with their computer challenges



Professional Services “Projects”:

Endsight offers customers access to the Professional Services team. The Professional Services team handles all of the Moves, Adds and Changes (MACs) to the network that are excluded from the scope of fixed fee services. Examples of a MAC include:

- ❖ Device MACs: Desktops, laptops, printers and handhelds
Response Center Engineers and Field Engineers fulfill Device MACs
 - New device deployments and migrations
 - Onsite device support
 - Adding new software or modifying existing software on existing devices

- ❖ Recurring scheduled days for on-site support
Field Engineers fulfill recurring scheduled days

- ❖ Infrastructure MACs: Servers, Switches, Routers and Firewalls
Sr. Systems Engineers fulfill Infrastructure MACs
 - Designing and building new networks
 - Migrating old networks to newer hardware and software platforms
 - Adding capabilities to established networks
 - Implementing Citrix, VPN, or Terminal Services for secure remote access implementation
 - Deployment and configuration of servers, firewalls, routers and switches



Service Level Objectives:

Service level objectives represent Endsight's goals for response and resolution times. Customer averages form a baseline measure and establish expectations with Endsight's customers and staff. Response time measures the duration between the moment an issue comes to Endsight's attention and the moment an engineer begins working on that issue. Resolution time measures the duration between the moment an Endsight assigns and engineer to that issue and the satisfactory completion or closure of that issue.

The service level objectives are not a contract term (service level agreement) because this contract allows the client to cancel with a 30-day notice regardless of the stated objective. Endsight strives to meet and exceed SLOs, but depending on the specifics of a situation, it may not be possible. Both parties must work, in good faith, to make the relationship work.

Response Time Objectives:

- To respond to all inbound telephone calls holding in the Endsight Response Center queue within 15 minutes, during our hours of operation
- To respond to all e-mail or voicemail within one hour, during our hours of operation
- To respond to after-hours support calls within one hour

Resolution Objectives:

- Resolve 85% of tickets within one hour from the moment that we begin working on the ticket
- Across our entire customer, base 90% of tickets close in the same day. We have the do it today (not tomorrow) philosophy. Simply, that means that any ticket that can be resolved today will be resolved today. The majority of the tickets left open are due to end-user responsiveness or third party delays such as hardware availability.



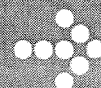
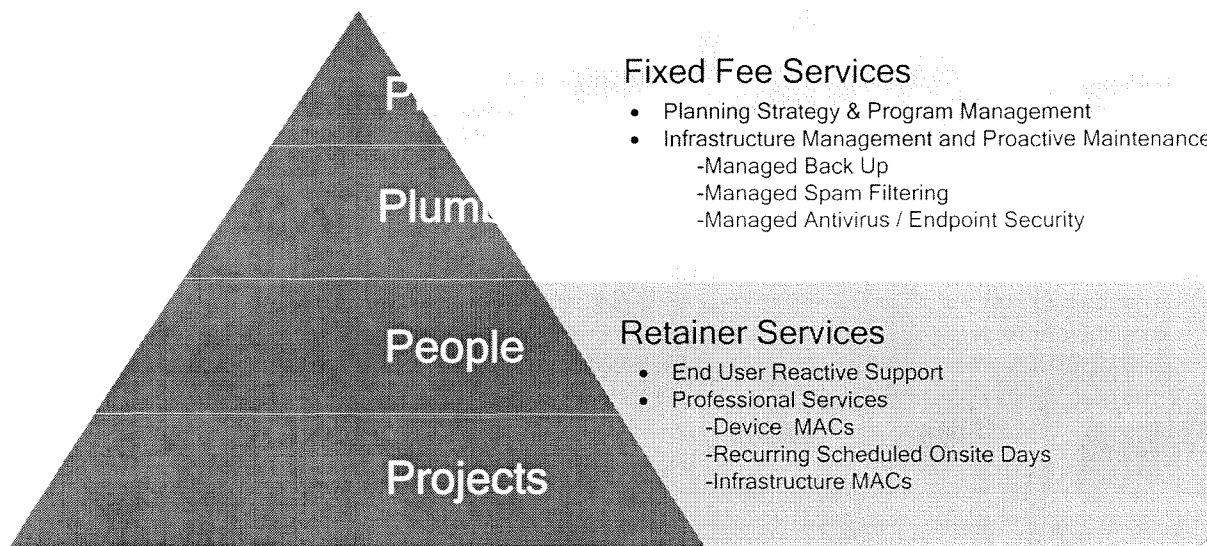
Schedule of Fees:

Outsourced IT services separate into two billing categories:

- ❖ Fixed Fee Services:
 - Planning Strategy & Program Management
 - Infrastructure Management and Proactive Maintenance
 - Managed Back Up
 - Managed Spam Filtering
 - Managed Antivirus / Endpoint Security
- ❖ Retainer Services:
 - End User Reactive Support
 - Professional Services
 - Device MACs
 - Recurring Scheduled Onsite Days
 - Infrastructure MACs

Fixed fee services cost the same every month regardless of how much time Endsight spends providing these services.

Services excluded from the fixed fee deduct time from a pre-paid retainer. Purchasing larger retainers reduce Endsight's aggregate hourly rate.



Managed Services “Fixed Fee”:

Endsight calculates the fixed monthly fee at the beginning of each month based on the actual number of elements under management. Additions and deletions made during the month post on the following month’s billing. The first month of service will be pro-rated starting from the day we perform our kick-off meeting.

Type	Number	Cost	Sub-Total
Managed Services	1	\$400.00 per month	WAIVED
Per Server Fee*	10	\$150.00 per server	1500.00
Per Workstation Fee	60	\$20.00 per unit	1200.00
City desktops and laptops: approx. 60			
Police Dept users: NONE			
Includes:			
<ul style="list-style-type: none"> • Managed Anti-Virus • Managed SPAM Filtering • Desktop and workstation inventory tracking and asset management 			
Managed Backup	6	\$100.00 per 50GB block unit	\$600.00
(Includes 50 GB block of Off-Site Backup)			
Current backup of user’s home folders is 460 GB			
Current backup of Exchange database is 127 GB			
(Focus Backup estimated 6 @ 50GB block units)			
Total Monthly Fee:			\$3300.00

*If the client environment includes virtualization, then Endsight bases its “per server fee” on the instances of the Microsoft Windows Server operating system. In other words, Endsight charges based on the number of virtual machines (guests) not based on the number of physical machines (hosts) and does not double charge for both “guests” and “hosts”.

With the exception of VMware host servers, Endsight only supports instances of Microsoft Windows Server as part of this agreement. All other server operating systems (Unix, Linux, Apple Server OS, etc.) are outside of the scope of this agreement. Limited support may be offered on a case by case basis and will be billed against the retainer agreement.



Terms and Conditions:

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THIS AGREEMENT is entered into on December 10, 2014 by and between ENDSIGHT, (herein referred to as "ENDSIGHT"), and City of Brisbane hereinafter referred to as "CLIENT") regarding Computer and Network Consulting Services.

WHEREAS ENDSIGHT is a Professional Services Provider of Information Technology Services, System Components, and Computer and Network Consulting Services; and

WHEREAS CLIENT is desirous of obtaining for its own use and operations certain specified Computer and Network Consulting Services; and

WHEREAS ENDSIGHT has provided a written Proposal ("Proposal") to CLIENT based on CLIENT wishes and CLIENT has decided to proceed with the Proposal and utilize the Computer and Network Consulting Services of ENDSIGHT,

THEREFORE ENDSIGHT agrees to provide Computer and Network Consulting Services, and CLIENT agrees to buy the Computer and Network Consulting Services described in the attached Proposal of ENDSIGHT dated December 10, 2014 in accordance with the stated terms and conditions:

Term

This Agreement shall commence on the Effective Date and shall remain in full force until such time that it is terminated by either party. To cancel the contract, 30 (thirty) days written notice (e-mail qualifies as written notice) is required by either party.

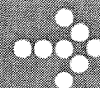
Definition of Computer and Network Consulting Services

For the purposes of this Agreement, Computer and Network Consulting Services ("Consulting") shall be defined as computer and network consulting services as outlined in the attached Agreement. Consulting specifically DOES NOT include any hardware or software purchases.

Price and Payment Terms

CLIENT hereby agrees to pay for all services and fees requested by CLIENT but not included in the scope of this Agreement, including but not limited to travel time, equipment, taxes, and other associated costs, on a Time and Materials basis at ENDSIGHT's published rates.

All payment from CLIENT is due immediately upon receipt of ENDSIGHT's invoice, but no late fees or interest will be charged if payment from CLIENT is received within 15 days of the date of the invoice. The late charge will be 1.5% per month, or the maximum amount otherwise allowable by law. If CLIENT does not object to charges on any invoice within 15 days of the date on the invoice, that invoice will be deemed accepted by CLIENT.



Client agrees to a 2.5% annual pricing increase to CLIENT's current managed services agreement each January.

Client agrees to pay Endsight's monthly Managed Services fee via Endsight's electronic payment process. Invoices will be issued at the beginning of each month, and automatically paid after a 15 day grace period. This grace period is designed to allow the client time to review and correct any issues there might be on the monthly invoice.

Travel

Local travel within the greater San Francisco Bay Area, Napa, and Sacramento Area will be charged at a rate of \$50 per on site visits. All other travel will be charged at ½ of ENDSIGHT's standard hourly rate plus when applicable: car rental \$50/day, per diem \$80/day, Hotel based on actual cost, Airline based on actual cost.

Warranties

Services provided by ENDSIGHT hereunder shall be provided solely by ENDSIGHT personnel located in ENDSIGHT's facilities in the United States. Such ENDSIGHT personnel shall consist solely of (a) ENDSIGHT employees and (b) contract personnel supervised by ENDSIGHT employees. ENDSIGHT shall not subcontract or outsource its duties under this contract.

ENDSIGHT personnel providing services hereunder shall be properly qualified, trained and supervised for the tasks assigned to them.

ENDSIGHT shall employ industry best practices to prevent unauthorized access to CLIENT's network and data.

If ENDSIGHT becomes aware of unauthorized access to CLIENT's network or data, ENDSIGHT shall immediately notify CLIENT.

Limitations on Liability

ENDSIGHT shall not be liable for any loss, damage or claim resulting from the servicing of Client's hardware, except for loss or damage caused by the negligence of ENDSIGHT. In no event shall ENDSIGHT be liable for:

1. any special, indirect, incidental, or consequential damage
2. any claim, whether in contract or in tort, that arose more than one year prior to the institution of litigation thereon
3. any damage resulting from loss of use, data or profits



4. damages incurred which exceed the purchase price of this Agreement as specified in the attached Proposal.
5. Both parties shall be excused for delay in the performance of any obligations hereunder when such delay is the result of or attributed to the elements, acts of God, governmental authority, delays in transportation or any other cause beyond their reasonable control.

Non-Solicitation

The Parties each jointly and severally agree that they will not, nor permit or allow any of their employees, contractors, subsidiaries, or any other related companies to, at any time during the period of this agreement and for two years thereafter, solicit, divert or hire or attempt to solicit, divert or hire any person who was, is, or becomes an employee of either Party, or induce or attempt to influence any such employee to terminate his or her employment with either Party. The Parties acknowledge and agree that each Party recruits, trains, and contracts with its employees and others and that this is a costly and time-consuming endeavor. The Parties agree that if this covenant is violated by either Party, that Party will pay, within 30 days of violation, the sum of \$100,000 per employee, which the Parties agree accurately, reflects the reasonable value of the time and costs in recruiting and training said employees.

Entire Agreement

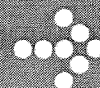
This Agreement contains the sole and entire agreement among the Parties in respect to Computer and Network Consulting Services and shall supersede any and all other agreements among the Parties in respect hereto.

Severability

If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Waiver or Modification Ineffective Unless in Writing

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the Party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration or litigation between the Parties hereto arising out of or affecting this Agreement, or the rights or obligations of either Party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid; and the Parties further agree that the provisions of this section may not be waived except as herein set forth. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the other Party.



Attorney Fees and Court Costs

If any legal action is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement or the enforcement of any judgment rendered in connection with any such legal action, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, including fees for in-house counsel, and other costs incurred in that action, in addition to any other relief to which it or they may be entitled. This provision shall survive any judgment entered in connection with any such legal action and shall be applicable to any action taken to enforce or collect any judgment.

Service Delivery Methods

Includes telephone support, remote access, scheduled onsite visit, and non-scheduled onsite visit. A description for each as it applies to this AGREEMENT is as follows:

Telephone Support – An ENDSIGHT technical resource will contact CLIENT via telephone in order to resolve issues that can be resolved in this manner.

Remote Access – An ENDSIGHT technical resource will connect to CLIENT's network via a CLIENT provided full time internet connection in order to resolve issues that can be resolved in this manner.

Scheduled Onsite Visit – An ENDSIGHT technical resource will be dispatched onsite based on a mutually agreed to schedule. Non-critical issues or non-priority service requests requiring onsite problem resolution will be addressed with this method.

Unscheduled Onsite Visit – An ENDSIGHT technical resource will be dispatched onsite as required by Critical Issues or priority service requests requiring expedited Standard Business Hours support or Emergency Hours support.

Exclusions

The following services are specifically excluded from coverage under this AGREEMENT, unless stated otherwise in this AGREEMENT, and if performed shall be charged to client using the rate schedule included in this document or at a rate or project fee to be mutually agreed at the time. CLIENT approval will be required before performing any tasks not covered by this AGREEMENT.

Major system changes or upgrades including but not limited to; server replacement, operating system upgrade/replacement, additions of remote locations, email upgrade/replacement, installation of workstations, applications, and/or printers. Note: For all-inclusive contracts, Endsight reserves the right to stop troubleshooting the problem in favor of rebuilding or replacing the failing equipment. The rebuilding and/or replacement of this equipment will be performed according to the rate schedule included in this document or at a rate or project fee to be mutually agreed at the time.



Hardware repairs and replacement

Application development, modifications, or design work

Any problems caused by 3rd party or client resources performing unauthorized service or changes to the network environment

This proposal does not include quotation for hardware, software, or related licensing. Endsight will be available to offer quotes on products as needed

Third party support may be required for non-Microsoft software at customer's expense

Electronic Signatures

Each party agrees that electronic or facsimile signatures of authorized representatives of either party shall be binding for the purposes of executing this Agreement.

Contract Acceptance:

Services included in this contract will be performed and charged against the monthly service fees referenced in the included agreement. By signing this section, City of Brisbane, agrees to the pricing and terms included in this agreement.

