AGREEMENT FOR INFORMATION TECHNOLOGY SERVICES BETWEEN THE CITY OF ARTESIA AND BREAIT SOLUTIONS

This Agreement for Information Technology Services ("Agreement") between the City of Artesia, a California municipal corporation ("City") and BreaIT Solutions, a division of the City of Brea ("Contractor") is dated and effective as of July 1, 2021.

RECITALS

- A. City has determined that it requires the services of Contractor to provide City with information technology services.
- B. Contractor represents that it is fully qualified to provide City with the information technology services it needs in that it has the experience, staff and capability to provide the type and quality of information technology services needed by City.
- C. City desires to retain Contractor, and Contractor desires to provide City with the necessary information technology services it needs, subject to the terms contained herein and all applicable policies, rules and regulations, commencing from the effective date of this Agreement through and including June 30, 2022.

The parties therefore agree as follows:

1. <u>TERM.</u>

The term of this Agreement shall commence on July 1, 2021, and expire on June 30, 2022, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES.

Contractor shall provide the services outlined below and more fully described in the Scope of Services, attached hereto as **Exhibit A** and made a part hereof by reference.

- A. Desktop and Network Support. Desktop Support includes setup, maintenance and troubleshooting of all computers. Network Support consists of servers and network infrastructure hardware setup, maintenance and troubleshooting, including coordination with third party vendors. Contractor will, in its sole reasonable discretion, determine which personnel shall be assigned to task/service requests.
- B. Specialist work includes hardware and standard software support, as well as simple and routine network maintenance and trouble-shooting. Specialist work is more fully described in the job description attached in **Exhibit A.** Account Manager work is a component of administrating the agreement and scheduling Specialists' work. Account Manager work is more fully described in the job description provided in **Exhibit A**.
- C. Telephone support via Contractor's telephone hotline (714-990-7777) is available to City as a condition of this agreement during Contractor's standard hours of operations, which are Monday through Thursday, 7:30 a.m. to 5:30 p.m., and alternate Fridays from 8:00 a.m. to 5:00 p.m. (City Hall is closed on alternate Fridays). The Account Manager will be

the contact for after-hours work and contact information will be provided to the City contact.

D. There will be no assigned staff by Contractor for onsite support. If onsite support is needed the Contractor will assign an IT Specialist to resolve the issue.

3. PERFORMANCE.

Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, provide the information technology services described in **Exhibit A**. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as required of Contractor hereunder in meeting its obligations under this Agreement.

4. PAYMENT.

- A. City shall pay to Contractor \$2,595.00 per month which shall be payable upon receipt of invoice for said services from Contractor. Charges shall be inclusive of all Contractor's personnel costs and expenses, not to exceed a total sum of \$60,000 during the term of this Agreement. Basic services are projected to be no more than \$31,140 during the term of this Agreement. Any amounts remaining after \$31,140 shall be devoted, if needed, to necessary emergency services and special projects as may be required and directed by the City Manager. City will monitor the support hours and make any reductions of hours, if necessary, to keep the total at or below the \$60,000 cap on the total cost for services under this Agreement.
- B. Not later than the fifteenth (15th) calendar day of each month, Contractor shall submit to the City invoices for actual services performed pursuant to this Agreement during the prior month. Contractor shall deliver or mail original invoices to the City of Artesia, Attention: Finance Department, 18747 Clarkdale Avenue, Artesia, California 90701. The invoices shall describe in detail the services performed and the rates charged during the period. City shall make payment within thirty (30) calendar days of receipt of each invoice as to all non-disputed fees. City shall not withhold federal payroll, state payroll and other taxes, or other similar deductions from each payment made to Contractor. City agrees to notify Contractor of any disputed invoice amounts within ten (10) days of the invoice date. If City disputes an amount in an invoice, City shall give written notice of the dispute to Contractor within thirty (30) calendar days of City's receipt of the invoice.
- C. In exchange for the base monthly fee, Contractor will provide City unlimited remote desktop and network support and, onsite support not to exceed five (5) hours per month (as needed). The base monthly fee is subject to review and modification annually as may be agreed between the parties in writing.
- D. Additional Specialist hours, which may be required during Contractor's standard hours of operation, will be billed at a rate of \$122.50 per hour. Emergency call-out, holidays and off-hours support will be billed at \$132.50 per hour with a two-hour minimum. The hourly rates are subject to review and modification annually as may be agreed between the parties in writing.

E. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to those set forth in **Exhibit A**, unless such additional services are authorized in advance and in writing by the City Manager.

5. TERMINATION OF AGREEMENT WIHTOUT CAUSE.

- A. Either party may at any time, for any reason, with or without cause, terminate this Agreement by serving at least thirty (30) calendar days' prior written notice upon the other party. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise.
- B. In the event this Agreement is terminated pursuant to this section, City shall pay to Contractor the actual value of the work performed up to the time of termination. Upon termination of the Agreement pursuant to this section, Contractor shall submit an invoice to City pursuant to Section 4.

6. **DEFAULT OF CONTRACTOR.**

- A. Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City may, subject to the opportunity to cure set forth in Paragraph B below, terminate this Agreement immediately by written notice to Contractor. If such failure by Contractor to make progress in the performance of work hereunder arises out of the causes beyond Contractor's control, and without fault or negligence of Contractor, it shall be considered a default.
- B. If the City Manager or his or her delegate determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he or she shall serve Contractor with written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering performance in accordance with the requirements of this Agreement. In the event that Contractor fails to cure its default within the ten (10) day period, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity under this Agreement.

7. OWNERSHIP OF DOCUMENTS.

A. Contractor shall maintain complete and accurate records with respect to costs, expenses and other such information required by City that relate to Contractor's performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of the services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall permit City to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together

- with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- B. Upon the expiration or termination of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become City's sole property and may be used, reused or otherwise disposed of by City without Contractor's permission. Contractor shall return same promptly to City no later than forty-five (45) calendar days following notice to Contractor.

8. <u>INDEMNIFICATION.</u>

- A. To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity to the extent arising out of or in connection with the negligent performance of the work, operations or activities required herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable, or arising from Contractor's reckless or willful misconduct, or failure to perform any term, provision, covenant or condition of this Agreement, as the same may be determined by final court decision or agreement of the parties. In connection therewith, and subject to the foregoing:
 - 1) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
 - 2) Contractor shall not be deemed to assume any liability for wrongful or negligent acts of City or its officers, agents, employees and subcontractors, and City shall defend and hold Contractor harmless against any such claims.
 - 3) City agrees to indemnify and hold harmless Contractor, the City of Brea, its elected officials, officers, agents, employees and volunteers, as to any and all claims, liability or loss, damage or injury to persons or property, which arise from City's performance of this Agreement.
 - 4) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;
 - 5) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the proven or agreed upon negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or

employees, any and all costs and expenses incurred by the City, its officers, agent any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

B. Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so, Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this section do not apply to claims or liabilities to the extent occurring as a result of City's negligence or willful acts or omissions, and nothing in this section shall relieve City of any liability arising out of the negligent acts or omissions, or willful misconduct, or City or City's officers, employees, agents, BreaIT, or invitees, or any individual or entity for which Contractor is legally liable, as the same may be determined by final court decision or agreement of the parties. The provisions of this section are binding on successors and assigns of Contractor and City shall survive termination of this Agreement.

9. INSURANCE REQUIREMENTS.

Contractor shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees.

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - 1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.
 - 2) Insurance Services Office Business Auto Coverage form No. CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If Contractor owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.
 - 3) Worker's Compensation insurance as required by State of California and Employer's Liability Insurance. If Contractor has no employees while performing under this Agreement, worker's compensation insurance is not required, but Contractor shall execute a declaration that it has no employees.
 - 4) Professional Liability Insurance shall be written on policy form providing professional liability for Contractor's profession.
 - 5) Cyber Liability Insurance shall be written on a policy form providing adequate covers provided below.
- B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
 - 1) General Liability: Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general

- aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile Liability: Two million dollars (\$2,000,000) per accident for bodily injury and property damage.
- 3) Worker's Compensation as required by the State of California; Employer's Liability: Two million dollars (\$2,000,000) per accident for bodily injury or disease.
- 4) Professional Liability coverage: Two million dollars (\$2,000,000) per claim and aggregate.
- 5) Cyber Liability coverage: Two million dollars (\$2,000,000) per claim and aggregate.
- C. <u>Deductibles and Self-Insured Retentions.</u> It is understood that the Contractor, a public agency, is self-insured.
- D. <u>Other Insurance Provisions.</u> The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - 1) The City, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees or volunteers.
 - 2) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees or volunteers shall be in excess of Contractor's insurance and shall not contribute to it.
 - 3) Any failure to comply with any reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City, its officers, officials, employees or volunteers.
 - 4) Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party or reduced in coverage or in limits except after thirty (30) calendar days' prior written notice, by certified mail, return receipt requested, to City.
- E. <u>Acceptability of Insurers.</u> Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to City. Contractor may

- satisfy all insurance requirements of this section through self-insurance.
- F. <u>Verification of Coverage</u>. Contractor shall furnish City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before Contractor's performance of services.

10. INDEPENDENT CONTRACTOR

- A. Contractor is and shall at all times remain as to City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, agents or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of City. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or to bind City in any manner.
- B. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

11. LEGAL RESPONSIBILITIES.

A. General. Contractor shall keep itself informed of all local, state and federal ordinances, laws and regulations that in any manner may affect those employed by it or that may in any way affect the performance of its services pursuant to this Agreement. Contractor shall at all times observe and comply with all such ordinances, laws and regulations. City, and its officers and employees, shall not be liable at law or in equity for any claims, damages or losses occasioned by Contractor's failure to comply with this section.

B. <u>Labor Code Requirements.</u>

1. Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal

place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Contractor shall therefore comply with such Labor Code sections to the fullest extent required by law. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

- 2. Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). Contractor shall maintain registration for the duration of the project and require the same of any subcontractors. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Contractor or any subcontractor that affect Contractor's performance of services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City. its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Contractor or any subcontractor.
- 3. Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

12. CONFIDENTIALITY; RELEASE OF INFORMATION.

- A. All information obtained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents or subcontractors, shall not, without written authorization from the City Manager or unless requested by the City Manager, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories or other information concerning the services performed under this Agreement or relating to any project or property located within City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.
- B. Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and

the work performed thereunder or with respect to any project or property located within City. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor shall cooperate fully with City and provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right of City to control, direct or rewrite said response.

13. NOTICES.

A. Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Artesia

18747 Clarkdale Avenue Artesia, California 90701 Attention: City Manager

To Contractor: City of Brea

1 Civic Center Circle Brea, CA 92821

Attention: Director of Administrative Services

14. ASSIGNMENT.

Contractor shall not assign the performance of this Agreement, nor any part hereof, nor any monies due hereunder, without City's prior written consent, except as otherwise provided in Exhibit A.

15. LICENSES.

At all times during the term of this Agreement, Contractor shall have, in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

16. GOVERNING LAW: FORUM: ATTORNEY FEES.

City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over City. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable

attorney fees and litigation expenses for the relief granted.

17. PROHIBITED INTEREST.

No officer or employee of City who has participated in the development of this Agreement or its administration shall have any financial interest, direct or indirect, in this Agreement, the proceeds hereof, Contractor, or Contractor's sub-contractors for this project, during his or her tenure or for one (1) year thereafter. Contractor hereby warrants and represents to City that no officer or employee of City has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of Contractor or Contractor's sub-contractors on this project. Contractor shall notify City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

18. WORD USAGE.

Unless the context clearly requires otherwise, (a) the words "shall," "will" or "agrees" are mandatory, and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" and "including" are not limiting.

19. HEADINGS.

The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement nor any of the rights or obligations of the parties to this Agreement.

20. TIME OF ESSENCE.

Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing may not be construed to limit or deprive a party of the benefits of any grace or use period allowing in this Agreement.

21. EXHIBITS.

Exhibit A constitutes a part of this Agreement and is incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

22. <u>SEVERABILITY.</u>

If a court or an arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid for any reason, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

23. MODIFICATIONS.

This Agreement may be supplemented, amended or modified only by a writing signed by both parties. The City's City Manager, or his designee, may approve modifications to the term of this Agreement, as set forth in Section 1 of this Agreement, by execution of an amendment to this Agreement and subject to the not-to-exceed compensation amount set forth in Section 4.A. of this Agreement.

24. <u>AMBIGUITIES.</u>

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement.

25. WAIVER.

No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of the City, nor shall it be construed as a waiver of, or consent to any breach or default. No waiver of any breach, any failure of any condition, or any right or remedy under this Agreement: (1) shall be effective unless it is in writing and signed by the party making the waiver; (2) shall be deemed to be a waiver of, or consent to any other breach, failure of a condition, or right or remedy; or (3) shall be deemed to constitute a continuing waiver unless the writing expressly so states.

26. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the parties relating to the rights, duties and obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, between City and Contractor, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

27. AUTHORITY TO EXECUTE THIS AGREEMENT.

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

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The parties are signing this Agreement on the date stated in the introductory clause.

CITY OF ARTESIA

William Rawlings, City Manager ATTEST: Ernesto Sanchez, City Clerk BREAIT SOLUTIONS Division of City of Brea Cindy Russell, Administrative Services Director ATTEST: Lillian Harris-Neal, City Clerk

EXHIBIT A SCOPE OF SERVICES PROVIDED REMOTELY

SPECIALIST

BreaIT's remote level support includes, but is not limited to, the following services to be provided by a Specialist:

- Communicate effectively with non-technical users to respond to support tickets and resolve computer program or network issues using remote desktop software "Kaseya" (provided by BreaIT).
- Coordinate with software vendors to assist in the resolution of problems that arise for any supported computer systems.
- Assist in researching and recommending new software and hardware, and in the integration of new software and hardware.
- Monitor, track, and provide quotes for software license renewals, new software and hardware, and provide recommendations.
- Provide the scheduling flexibility to work "off-hours" to implement system upgrades and perform maintenance as needed.
- Diagnose and resolve hardware problems and replace any malfunctioning components of the computers, servers or any other supported devices on-site using the contracted 5 hours per month (as needed).
- Install and configure printers on PC's and in a simple local area network (LAN) environment.
- Diagnose and resolve all LAN infrastructure problems.
- Diagnose and resolve Windows workstation operating system problems.
- Assist end-users and provide answers to questions or resolve problems with software used by the City, such as Microsoft Word, Excel, PowerPoint, internet Browsers and Outlook.
- Perform any research needed in order to resolve technical problems.
- Provide day-to-day user management support functions, such as; adding, deleting or changing user passwords in Microsoft's network operating system.
- Perform systems backups and maintain backup data.
- Diagnose and resolve advanced LAN problems that may involve network switches, firewalls, routers, DNS servers and any other protocols or services.
- Perform advanced procedures with the Microsoft network operating systems e.g. install and configure PDC/BDC's.

- Monitor and ensure the performance of servers and networking systems.
- Test new equipment and software programs to determine compatibility with current equipment and adherence to recommended standards. Detect errors and suggest possible improvements and alternatives.
- Analyze and assess current computing environment and if possible, provide recommendations for process improvement and enhanced efficiency.
- Assist end-users in identifying and evaluating technology needs, and work to develop and implement feasible solutions.
- Establish, coordinate and implement long-range information systems planning.
- Monitor and analyze the efficiency and effectiveness of information systems and recommend changes for possible enhancements.

ACCOUNT MANAGER

BreaIT's remote level support includes, but is not limited to, the following services to be provided by an Account Manager:

- The Account Manager, working primarily off-site, will be responsible for coordinating all IT operations with Artesia's designated contact, based on the City's specific needs and objectives.
- Act as after-hours contact and can be contacted at any time to ensure the City's complete satisfaction.
- Oversee all projects and maintain all personnel and work schedules for Contractors Staff.
- Monitor and analyze the efficiency and effectiveness of information systems and recommend changes for possible enhancements.