



Staff Report

Date: May 6, 2024

To: Mayor Kircher and Council Members

From: Christa Johnson, Town Manager

Subject: Agreement with Marin IT for Cybersecurity Implementation and IT Managed Services

Recommendation

It is recommended that the Town Council authorize the Town Manager to execute an agreement with Marin IT in the amount of \$87,521.42 for cybersecurity implementation and information technology managed services for the period July 1, 2024 through June 30, 2025.

Background

The Town of Ross has five departments with 24 employees. The Town currently has no staff dedicated to information technology (IT) nor staff trained specifically in IT or network administration. The Town Manager and Town Clerk oversee tasks that include project and service management, coordination with departments, and budget oversight.

The Town has procured IT services through Marin IT, a third-party contractor, for many years. These services include client help desk support, desktop technician support, local network administration, system administration, application maintenance, and specific project development and support. In addition to Ross, Marin IT provides IT services to many municipalities in Marin County. Notably, San Anselmo and Mill Valley have recently increased the level of service provided by Marin IT to include management services with positive results.

There are limited options locally that provide the same level of support as Marin IT. In the past staff has explored options to share IT services with other municipalities, but the opportunities were not a good fit. Staff also believe that hiring an IT Manager would exceed the cost of continuing to outsource this service and the Town would only have one individual for IT support compared to the team that Marin IT offers.

Discussion

Currently Marin IT provides the Town with three hours of on-site support per week. They perform simple back up functions; manage Office 365 and manage network switches for connectivity. Through a contract with the County of Marin, Marin IT supports the MIDAS network

through which the Town of Ross maintains connectivity with other law enforcement agencies and other Marin public agencies.

Earlier this year, ResoluteGuard, a consulting company contracted through the Town's risk management JPA (PLAN), conducted an evaluation of the Town's information technology systems and made recommendations that will improve the Town's efficiency and cyber security. The Town Manager worked with Marin IT to develop a scope of work that will implement the ResoluteGuard recommendations and provide the Town with an increased level of service, especially in the area of cybersecurity. Importantly, the scope of work contains IT Management services (four hours per week) that will transform the Town's information technology function from utilizing a reactive "band aid" approach to a proactive, strategic approach that improves efficiency, cost-effectiveness, and cybersecurity. The scope of work is attached. Highlights include the following (not in priority order):

Ongoing

- Coordinate with MS-ISAC, CISA, Resolute Guard to implement cybersecurity safeguards and programs.
- Meet regularly with Town leadership to prioritize projects, discuss project blockers, emerging threats and opportunities, and maintain IT alignment with Town priorities and vision.
- Meet regularly with Town departments to align IT services and long-term expenditures to department needs and goals.
- Monthly reports: key performance indicators, cybersecurity awareness training statistics, end of life projections, issues discovered during onsite support visits.
- Ingest and process monthly reports from CISA, MS-ISAC, Resolute Guard, Azure A/D.
- Provide a single point of contact for existing third-party technology vendors.
- Provide assistance validating proposals and lease agreements for proposed IT expenditures, including telecommunications, printing, network architecture and cybersecurity.
- Manage cybersecurity awareness training campaigns, simulate phishing tests, generate reports and communicate with staff regarding training and false positive phishing reports (returning legitimate emails, etc.).

Special Projects

- Discovery – Much of the Town's architecture and challenges are undocumented.
- Assist in the drafting of Cyber Incident Response, Technology Recovery and Continuity of Operations planning.
- Assist in the development of IT strategic planning.
- Budget planning assistance.
- Plan to move from analog AT&T phone services (DSI/Centrex) to a new phone system before 6/30/2026.

- Support Police in maintaining cybersecurity practices in compliance with the Department of Justice.
- Active Directory hygiene and maintenance.
- Prioritize and execute the Implementation Roadmap with Resolute Guard and Marin IT recommendations, coordinate and communicate with staff as needed.
- Manage third - party vendors, licensing, and support renewals.

Fiscal, resource and timeline impacts

Funding for the one-year agreement with Marin IT will come from the Operations Fund in the amount of \$87,521.42. The cost of the agreement has been included in the draft 2024-25 budget.

Alternative actions

No alternative actions are suggested.

Environmental review (if applicable)

The Town Council’s discussion of this item is not a “project” under the California Environmental Quality Act, because it does not involve an activity which has the potential to cause a direct or reasonably foreseeable indirect physical change in the environment. (Cal. Pub. Res. Code § 21065).

Attachments

- Professional services agreement with Marin IT including scope of work

PROFESSIONAL SERVICES AGREEMENT
FOR
TOWN OF ROSS-CYBERSECURITY IMPLEMENTATION
AND IT MANAGED SERVICES

This Agreement is made and entered into as of the ____ day of _____, 20____ by and between the Town of Ross hereinafter called "TOWN" and Marin IT hereinafter called "CONSULTANT".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

WHEREAS, TOWN desires to engage CONSULTANT to provide professional services in the TOWN;

WHEREAS, CONSULTANT is qualified to provide such services to the TOWN and;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit A is hereby made an obligation of CONSULTANT under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

2. Term; Termination. (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon completion of performance of services hereunder by CONSULTANT. (b) Notwithstanding the provisions of (a) above, TOWN may with or without cause, direct CONSULTANT to suspend, delay or interrupt Services, in whole or in part, for such periods of time as TOWN may determine in its sole discretion. (c) TOWN may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should CONSULTANT commit a material breach of this Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of TOWN's written notice to CONSULTANT demanding such cure, in which case

CONSULTANT shall be liable to TOWN for all loss, cost, expense, damage and liability resulting from such breach and termination. (d) TOWN may terminate performance of the Services under this Agreement in whole, or from time to time in part, for convenience, whenever TOWN determines that such termination is in TOWN's best interests, in which case CONSULTANT shall be entitled to recover its costs expended up to the termination date plus reasonable profit thereon to the termination date as this Agreement would otherwise provide, but may recover no other cost, damage or expense. CONSULTANT shall continue its work throughout the course of any dispute, and CONSULTANT's failure to continue work during a dispute shall be a material breach of this Agreement.

3. Compensation; Expenses; Payment. TOWN shall compensate CONSULTANT for all services performed by CONSULTANT hereunder in an amount based upon CONSULTANT's hourly rates during the time of the performance of said services. A copy of CONSULTANT's hourly rates for which services hereunder shall be performed are set forth in CONSULTANT's fee schedule marked Exhibit "B" hereof, attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum Eighty Seven Thousand Five Hundred twenty-one and 42 cents (\$87,521.42). Invoices for amounts in excess of Eighty Seven Thousand Five Hundred twenty-one and 42 cents (\$87,521.42) shall not be paid unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by the Town Manager (for contracts less than \$50,000) or Town Council (for contracts \$50,000 or more) evidenced by motion duly made and carried and a written contract amendment having been executed.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to TOWN, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed. Final payment will be made when all Services required under this Agreement have been completed to the reasonable satisfaction of TOWN including, without limitation, CONSULTANT's transmittal of all deliverables to TOWN required by EXHIBIT A.

TOWN shall not incur any charges under this Agreement, nor shall any payments become due to CONSULTANT for any payment period on the Project, until TOWN receives all deliverables required under Exhibit A, SCOPE OF WORK AND SCHEDULE, for the payment period (if any) and reasonably accepts such deliverables as meeting the requirements of this Agreement. In cases where CONSULTANT has partially completed one or more deliverables due during a payment period, and if CONSULTANT demonstrates diligent progress thereon, then TOWN may make a partial progress payment based upon percentage completion of the partially completed deliverables and diligent progress but

taking into account any adverse impacts upon TOWN. TOWN shall not be liable for, and CONSULTANT shall not be entitled to, any payment for Services performed before this Agreement's execution.

4. Additional Services. In the event TOWN desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized in advance of the performance thereof by the Town Manager (for contracts less than \$50,000) or Town Council (for contracts \$50,000 or more) by motion duly made and carried. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
5. Records. CONSULTANT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONSULTANT hereunder. Said records shall be available to TOWN for review and copying during regular business hours at CONSULTANT's place of business or as otherwise agreed upon by the parties.
6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Reliance on Professional Skill of CONSULTANT. CONSULTANT represents that it has the necessary professional skills to perform the services required and the TOWN shall rely on such skills of the CONSULTANT to do and perform the work. In performing services hereunder CONSULTANT shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CONSULTANT hereunder.

CONSULTANT represents that it has reviewed Exhibit A and that in its professional judgment the Services to be performed under this Agreement can be performed for a fee within the maximum amount set forth in the Compensation Schedule established in Exhibit A and within the times specified for each individual Project.

CONSULTANT represents that it possesses all necessary training, licenses and permits to perform the Services and that its performance of the Services will conform to the standards of practice of a professional having experience and expertise in performing professional services of like nature and complexity of the Services working on similar, successfully completed projects.

The granting of any progress payment by TOWN, or the receipt thereof by CONSULTANT, or any inspection, review, approval or oral statement by any representative of TOWN or any other governmental entity, shall in no way waive or limit the obligations in this Paragraph 7 or lessen the liability of CONSULTANT for unsatisfactory Services, including but not limited to cases where the defective or below standard Services may not have been apparent or detected at the time of such payment, inspection, review or approval.

8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation and delivery to TOWN, become the property of TOWN.
9. Relationship of Parties. CONSULTANT is an independent Contractor and does not act as Town's agent in any capacity, whatsoever. CONSULTANT is not entitled to any benefits that TOWN provides to TOWN employees, including, without limitation, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Agreement regarding direction apply to and concern the result of the CONSULTANT's provision of Services, not the means, methods, or scheduling of the CONSULTANT's work. CONSULTANT shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Services under this Agreement. CONSULTANT shall pay all payroll taxes imposed by any governmental entity and shall pay all other taxes not specifically identified in this Agreement as TOWN's responsibility.
10. Schedule. CONSULTANT shall adhere to the schedule set forth in Exhibit A; provided, that TOWN shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONSULTANT's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONSULTANT's officers or employees.

CONSULTANT acknowledges the importance to TOWN of TOWN's Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. Indemnity. To the fullest extent allowed by law, CONSULTANT hereby agrees to defend, indemnify, and save harmless TOWN, its Council, boards, commissions, officers, employees, directors, volunteers and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, injury (including, without limitation, economic harm, injury to or death of any person, including an employee of CONSULTANT or its Subconsultants), cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, at law or equity, which may be brought against, or suffered or sustained by, Town of

Ross, its Council, boards, commissions, officers, employees, directors, volunteers or agents that arise out of, pertain to, or relate to any negligence, recklessness, or willful misconduct of CONSULTANT, any Subconsultant, anyone directly or indirectly employed or retained by them, or anyone that they control. In the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the CONSULTANT shall meet and confer with other parties regarding unpaid defense costs.

The duty of CONSULTANT to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require CONSULTANT to indemnify Town of Ross, its Council, boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

If CONSULTANT is a "design professional," as defined in California Civil Code Section 2782.8(c), CONSULTANT shall indemnify, defend, and hold the Indemnitees harmless against Liability only to the extent such Liability arises out of, pertains to, or relates to CONSULTANT's negligence, recklessness, or willful misconduct. In such an event, the cost to defend charged to CONSULTANT shall not exceed CONSULTANT's proportionate percentage of fault.

12. Insurance. Prior to execution of this Agreement, CONSULTANT shall furnish to TOWN Certificates of Insurance showing satisfactory proof that it maintains the insurance required by this Contract as set forth in EXHIBIT C, Insurance, which are attached and made a part of this Agreement. CONSULTANT shall maintain all required insurance throughout the term of this Agreement and as otherwise provided in EXHIBIT C. In the event CONSULTANT fails to maintain any required insurance, and notwithstanding Paragraph 3 above, TOWN may (but is not obligated to) purchase such insurance and deduct or retain premium amounts from any sums due CONSULTANT under this Agreement (or CONSULTANT shall promptly reimburse TOWN for such expense).

CONSULTANT shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event CONSULTANT fails to obtain or maintain completed operations coverage as

required by this Agreement, the TOWN at its sole discretion may purchase the coverage required and the cost will be paid by CONSULTANT.

13. WORKERS' COMPENSATION. CONSULTANT certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONSULTANT certifies that he will comply with such provisions before commencing the performance of the work of this agreement.

14. NON-DISCRIMINATION. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the TOWN setting forth the provisions of this non-discrimination clause.

15. Notice. All notices required by this Agreement shall be given to the TOWN and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:

TOWN: Town of Ross
P.O. Box 320
31 Sir Francis Drake Boulevard
Ross, CA 94957
Attention: Christa Johnson

CONSULTANT: Marin IT
366 Bel Marin Keys Boulevard
Novato, CA 94949
Attention: David Cooper

16. Non-Assignment. This Agreement is not assignable either in whole or in part.

17. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.

18. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
19. Governing Law. This Agreement shall be deemed to have been executed in the County of Marin, California. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Any suit or action initiated by either party shall be brought in the County of Marin, California unless the parties agree otherwise in a written amendment to this Agreement. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
20. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.
21. Conflict of Interest. CONSULTANT represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of work and services required under this Agreement. Without limitation, CONSULTANT represents to and agrees with TOWN that CONSULTANT has disclosed any potential conflict of interest, and will have no future conflict of interest, in providing TOWN services hereunder, including but not limited to, any interest (financial, share ownership, shared management, shared directors, or reporting responsibilities) CONSULTANT may presently have, or will have in the future, with respect to any other person or entity (including but not limited to potential suppliers, vendors, consultants, contractors, or regulatory agency) which may have an interest in the subject matter of the Services.
22. Liability of TOWN.
Except as provided in Exhibit A, Services to be Provided by CONSULTANT and Exhibit C, Insurance, TOWN's obligations under this Agreement shall be limited to the payment of the compensation provided for in Paragraphs 1, 3, and 4 of this Agreement,

Notwithstanding any other provision of this Agreement, in no event shall TOWN be liable, regardless of whether any claim is based on contract, tort or otherwise, for any special, consequential, indirect or incidental damages, lost profits or revenue, arising out of or in connection with this Agreement, the Services, or the Project.

TOWN shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by CONSULTANT, or by any of its employees, even though such equipment be furnished, rented or loaned to CONSULTANT by TOWN. The acceptance or use of such equipment by CONSULTANT or any of its employees shall be construed to mean that CONSULTANT accepts full responsibility for and shall exonerate, indemnify, defend and save harmless TOWN from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the CONSULTANT, its employees, TOWN employees or third parties, or to property belonging to any of the above.

Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which TOWN or CONSULTANT may have under this Agreement or any applicable law. All rights and remedies of TOWN or CONSULTANT, whether under this Agreement or other applicable law, shall be cumulative.

23. Waiver of Default. Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

24. Force Majeure. Except for defaults of subconsultants at any tier, CONSULTANT shall not be liable for any excess costs if the failure to perform the Agreement arises from causes beyond the control and without the fault or negligence of CONSULTANT, including without limitation failure to reasonably mitigate any adverse impacts (Force Majeure). Force Majeure events include the following:

Acts of God, fires, floods, earthquake, other natural disasters, epidemics and pandemics (other than COVID-19 or variants), abnormal weather conditions beyond the parameters otherwise set forth in this Article, nuclear accidents, strikes, lockouts, freight embargos, interruptions in service by a regulated utility, or governmental statutes or regulations enacted or imposed after the fact (together, "force majeure events").

Any Force Majeure event with a duration in excess of 90 days entitles either party to terminate this Agreement with written notice to the other party, without further penalty or compensation.

25. Entire Agreement. This Agreement, including Exhibits A, B, and C comprises the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

TOWN OF ROSS

Dated: _____

Christa Johnson, Town Manager

ATTEST:

Dated: _____

Cyndie Martel, Town Clerk

CONSULTANT

Dated: _____

David Cooper, Manager

EXHIBIT A

SERVICES TO BE PROVIDED, PAYMENTS, PROJECTS AND SCHEDULE, AND DELIVERABLES FOR

Town of Ross-Cybersecurity Implementation and IT Managed Services

SERVICES TO BE PROVIDED



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IT Support

Regular IT Support includes the following:

As part of this agreement it is our understanding that we will be responsible for any support required for the Town of Ross to continue daily operations, including but not limited to:

- Remediation of support tickets
- Real-time monitoring with our Remote Management software on up to 25 workstations, 5 servers and 5 network devices
- Maintenance of workstation and servers (OS patches, group policies, permissions, remedial actions)
- Maintain network user accounts, permissions and access to local resources
- Hardware maintenance for workstations, servers and network equipment – Not including equipment, or replacement parts
- Microsoft Office 365 support
- VPN client support
- Print and scanner support
- Assistance with installation of new equipment / applications (limited to individual user requests via support ticket. Large projects must be quoted separately)
- Monitor backup systems, test restoration of data and virtual servers twice per year.
- Local windows domain maintenance including domain local name resolution, server troubleshooting, and enforcement of customer security policies (example: password complexity, email retention, etc.)
- Coordinated support with phone system vendor
- Network support - Not including changes to network architecture, design, equipment or replacement parts.

Marin IT technicians are expected to work with the Town of Ross in supporting the network. Marin IT will provide ticketing system to track help requests and a 24 hour contact number to support after hour requests / emergencies. In the event that issues arise which are outside of the scope of this proposal Marin IT will discuss any fee impact with the designated Town of Ross representative prior to proceeding with the work.

Severity Level	Definition	Initial Response Time and Channel
Critical Priority 1	Town services are inoperative, customer's business operations or productivity are severely impacted with no available workaround, or a critical security issue exists.	1 hour <i>(phone)</i>
High Priority 2	Service is operating but issue is causing significant disruption of customer's business operations; workaround is unavailable or inadequate.	2 Hours <i>(phone or email)</i>
Medium Priority 3	Service is operating and issue's impact on the customer's business operations is moderate to low; a workaround or alternative is available.	1 Business Day <i>(phone or email)</i>
Standard	Issue is a minor inconvenience and does not impact business operations in any significant way; little or no time sensitivity.	1 Business Day <i>(phone or email)</i>



Contractor Responsibilities

- Contractor will provide a 24 contact number to reach technicians in the event of system failure after hours. Once a page is received, a technician will return the call as soon as possible, and no later than 60 minutes after page is received. At this time a severity will be assigned to the issue and the service will be provided per the table above.
- Open ticket / service request and provide notification to Town staff upon discovery of any system issues including steps being taken to remedy situation as well as regular status updates during resolution.
- In the event that issues arise which are outside of the scope of this proposal, Marin IT will discuss any fee impact with the designated Town representative prior to proceeding with the work.
- Contractor will provide a ticketing system to log and track all service requests
- In the event of after hour service Town staff or other contractors may be required to troubleshoot and assist with correcting any issues which may arise.

Customer Responsibilities

- All client and server software licenses associated with this agreement will be obtained by the end user.
- All manufacturer maintenance agreements (software and hardware) will be kept current and up to date and agrees that Marin IT will not support hardware or software that has been declared End of Life or is no longer supported by the manufacturer. (Example - Cisco Smartnet)
- Customer is responsible for communicating needs & changes thru the designated representative / channels only. Support requests can be sent to support@marinit.com
- Town of Ross is responsible for providing all computing devices, laptops, MDC, smart phones, PDA's, workstations, etc
- Town of Ross will be responsible for communicating needs & changes thru the designated representative / channels only.
- Town of Ross is responsible for providing reasonable/timely access to all buildings, offices, devices, laptops, MDC, smart phones, tablets, etc.

Anticipated Costs - Please see "Managed Services" for anticipated costs

Change / System Upgrade Process:

- Discuss the need for the change in scope
- Identify the additional tasks, which need to be performed in order to complete the change in scope.
- Estimate the cost associated with the additional scope, and determine the impact on network operation.
- This agreement includes supporting IP connectivity to all Town of Ross locations to support facilities operations.

Pricing/Rate Schedule/Invoicing:

This proposal is meant to provide support for the contracted number of hours for Town of Ross but does not include overtime or special projects. Any hours worked in addition to the contracted number of hours or additional projects will be chargeable at the rates described below. This agreement does not include new hardware or software purchases/upgrades. Costs for hardware or software needed to perform upgrades and/or replacements is not included and can be provided by Marin IT for additional cost.

Our total charges, including monthly fees, subscriptions, and misc budgetary placeholders are detailed in the "Managed Services" section. Hours for support services in excess of the regularly scheduled hours will be invoiced Marin IT's standard rate of \$145. This rate, along, with all other quoted rates are for work during normal business hours (Monday through Friday between 8:00 AM and 6:00 PM). Rates for overtime, nights, weekends or holidays will be billed at 1 ½



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times the regular rate. Rates for special projects (not covered under the scope of this agreement) will be at Marin IT's standard rates for the specific type of project, which range from \$145 to \$250 per hour. Unless it is a public safety emergency police and/or fire), Marin IT does not provide service on the following days: January 1st, Memorial Day, 4th of July, Thanksgiving Day, Christmas Eve after 2pm.

Termination of Agreement:

- **Managed Services:** Based on annual commitment may be terminated with 30 days' notice before anniversary date
 - **Services:**After the first 6 months of the initial term, either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.
 - **Cause.**Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.
 - **Effect of Termination.**Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.



IT Management

IT Management Support Including:

IT Management Support

- Coordinate with Resolute Guard to implement cybersecurity safeguards and programs.
- Coordinate with MS-ISAC and CISA to prioritize and implement no-cost cybersecurity services.
- Meet regularly with Town leadership to prioritize projects, discuss project blockers, emerging threats, and opportunities.
- Meet with Town departments to align IT services and long-term expenditures to department needs and goals.
- Provide assistance validating proposals and lease agreements for proposed IT expenditures, including telecommunications, printing, network architecture, and cybersecurity.
- Recommend equipment, software and technology service proposals to address emerging business needs, with clearly articulated advantages, disadvantages and costs.
- Ingest and process monthly vulnerability reports from CISA, MS-ISAC, Resolute Guard, Azure A/D.
- Make recommendations for any changes service enhancements and future forecasting.
- Alert Town staff to any cost overruns or budgetary concerns with regard to hardware, software or services provided by Marin IT, or if identified from a third-party in the normal course of business.
- Provide monthly reports: key performance indicators, cybersecurity awareness training statistics, end of life projections, issues discovered during onsite support visits.
- Create annual network topology diagram (to comply industry specific requirements such as PCI and the NIST cybersecurity framework)*.

Manage special projects as prioritized with IT leadership

- Discovery – Much of the Town's architecture and challenges are undocumented.
- Prioritize and execute the Implementation Roadmap with Resolute Guard and Marin IT recommendations, coordinate and communicate with staff as needed.
- Work with the Town and Resolute Guard to draft Cyber Incident Response, Technology Recovery and Continuity of Operations plans.
- Assist in the development of an IT strategic plan.
- Budget planning assistance.
- Support Police in maintaining cybersecurity practices in compliance with the Department of Justice.
- Plan to move from analog AT&T phone services (DSI/Centrex) to a new phone system before 6/30/2026.
- Active Directory hygiene and maintenance.
- Other special projects as time or resources permit.

Provide Service Delivery Oversight, including:

- Single point of contact for customer inquiries and concerns.
- Support ticket escalation.
- Prioritization of service requests.
- Provide and discuss monthly system performance review (Executive Summary, ticket summary and statistics, system health, remote access log, hardware and software end of life reports, customer satisfaction).
- Connectivity and bandwidth usage and performance statistics*.
- Incident Response Coordination.



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Support the management of third-party vendors, including:

- Microsoft
- Proofpoint
- MIDAS
- AT&T (Service and Connectivity)
- Sage
- Dell
- Civic Plus
- 11:11/Veeam(backups)

Anticipated Costs - Please see "Managed Services" for anticipated costs

Manufacturers support agreements

Contractor shall track maintenance agreements for agreed upon hardware components

Contractor will provide renewal quotations for any service agreement expiring within 30 days on a monthly basis.

Contractor will inform Town staff as well as open and manage any required tickets with manufacturer and coordinate the delivery and installation of any required hardware replacements.

Customer is responsible for costs associated with keeping manufacturer's maintenance agreements current / in force.

Problem Reporting / Resolution Procedures

Marin IT will provide ticketing system to track help requests and a 24 hour contact number to support after hour requests / emergencies.

Contractor Responsibilities

Contractor's technicians are expected to work with the Town staff in supporting the Town's technology environment.

Open ticket / service request and provide notification to Town staff upon discovery of any system issues including steps being taken to remedy situation as well as regular status updates during resolution.

In the event that issues arise which are outside of the scope of this proposal,

Marin IT will discuss any fee impact with the designated Town representative prior to proceeding with the work.



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Managed Services

DESCRIPTION	PRICE	QTY	EXT. PRICE
Recurring Services - Billed Monthly			
IT Support Service, Regular Maintenance <ul style="list-style-type: none"> • 208 hours per year, (or 4 hours per week) at our special accommodation legacy rate of \$112.00 per hour for an estimated annual expenditure of \$23,296.00, invoiced at \$1,941.33 per month. • Per our negotiation with the Town Manager, we are providing this service at a discounted rate with the agreement that the hourly rate will gradually increase to our standard rate (currently \$145.00 per hour) over a 3-year period. <p>Onsite Services performed:</p> <ul style="list-style-type: none"> • Ticket/end-user break/fix resolution • Server Maintenance - DNS, DHCP, patching/hot-fixes, verify and test data backup, examine server logs, etc • End-user device and peripheral maintenance • Enterprise and Department Application Support • Entra ID/Azure/Active Directory maintenance • Network device maintenance - firmware updates, examine log files, misc adjustments as needed (does not include network engineering, changes to network architecture or special projects requiring specialized skills) • Software support/updates • Device software/firmware updates • Office 365 management/administration 	\$1,941.33	12	\$23,295.96
IT Management Support Proposal <ul style="list-style-type: none"> • 208 hours per year, (or 4 hours per week) at \$145.00 per hour for an estimated annual expenditure of \$30,160.00, invoiced at \$2,513.33 per month. 	\$2,513.33	12	\$30,159.96
Section Subtotal			\$53,455.92
		Subtotal:	\$53,455.92



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Other Services

Pricing:

Outlined in the Subscription Services section

Automate and Microsoft Defender

EDR - Endpoint Protection, Detection and Response

Microsoft Defender for Business and Server is bundled with Connectwise Automate, which provides real-time performance monitoring of workstations and servers, remote support functionality and plugs into Scalepad, which is a service Marin IT uses to inform replacement plans for End of Life hardware and software.

Connectwise Automate with Scalepad (Scalepad is a no-cost value-add from Marin IT) will give visibility into software and hardware end of life for workstations and servers. Marin IT strongly recommends a comprehensive approach to managing hardware and software end of life with Automate, Auvik network monitoring (line 19) and Scalepad. Automate also gives Marin IT visibility into the health of the computers, and a way to provide remote support.

KnowBe4 Cybersecurity Awareness Training - Campaign Management

Management of the KnowBe4 cyber security awareness training campaign and testing platform. Build/create simulated phishing tests, training campaigns, generate reports for IT leadership, onboard/offboard staff, respond to false phish alerts, create remedial training for clickers, etc. Marin IT recommends at least 1 full training per year, plus monthly phishing security tests per year to maintain compliance with current insurance requirements and CISA recommendations.

Administration of VM Storage Environment, backups and disaster recovery

Veeam + 11:11 cloud storage would represent an upgrade from the current backup system (Intronus by Barracuda). Veeam + 11:11 using the Town's existing Synology storage drive would satisfy the recommendation to have local as well as cloud backups. The Town already pays \$400.00 for traditional, data-only backups, so this line item represents an increase of \$2,336.00.

Auvik Network Monitoring and Inventory

Auvik monitors network equipment performance, health and traffic. Our End of Life hardware/software management tool uses Auvik as a data source, which will give the Town visibility into the health and supportability of your network infrastructure and Internet-of-things (IoT) (Firewalls, routers, switches. Auvik will also give Marin IT the ability to generate real-time network maps and inventory, which is a cybersecurity best practice recommended by the National Institute of Science and Technology (NIST).

Cisco DUO Multi-Factor Authentication

Cisco Duo is a comprehensive multi-factor authentication (MFA) and single sign-on (SSO) solution that secures access to applications and networks. Duo's MFA strengthens security by requiring users to provide a secondary form of authentication, such as a smartphone or biometric verification, while its SSO capabilities simplify access with a single set of credentials. Duo integrates with popular cloud applications, on-premises systems, and a variety of network infrastructure components, making it a highly versatile solution for many organizations, and represents a user-friendly and effective way to implement MFA and SSO, ultimately reducing data breach risks and enhancing the organization's security posture.



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Subscription Services

DESCRIPTION	PRICE	QTY	EXT. PRICE
Recurring Subscription Services and Applications - Billed Monthly			

Office 365 Business Basic	\$212.50	12	\$2,550.00
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Pricing \$8.50 per User per month @ 25 Users for an estimated annual total of \$2,550.00 *, invoiced monthly at \$212.50

- Web and Mobile versions of Office Apps w/ premium features - Word, Excel, PowerPoint, Teams, Outlook, OneDrive, SharePoint
- One license covers 5 phones, 5 tablets, and 5 PCS or MACS - PER USER
- 1TB Cloud Storage per user
- 50 GB Mailbox per user
- Advanced file/data sharing, calendaring, Teams meetings/chat/video conferencing

* Contracts are annual; current contract expires in February 2025 and will auto-renew

- Can add licenses to contract at any time; will co-terminate with existing contract
- Licenses cannot be deleted from contract until time of renewal



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Subscription Services

DESCRIPTION	PRICE	QTY	EXT. PRICE
Office 365 Business Premium	\$341.00	12	\$4,092.00

Pricing \$15.50 per User per month @ 22 Users for an estimated annual total of \$4,092.00 *, invoiced monthly at \$341.00

- Web and Mobile versions of Office Apps w/ premium features - Word, Excel, PowerPoint, Teams, Outlook, OneDrive, SharePoint
- One license covers 5 phones, 5 tablets, and 5 PCS or MACS - PER USER
- 1TB Cloud Storage per user
- 50 GB Mailbox per user
- Advanced file/data sharing, calendaring, Teams meetings/chat/video conferencing

* Contracts are annual; current contract expires in February 2025 and will auto-renew

- Can add licenses to contract at any time; will co-terminate with existing contract
- Licenses cannot be deleted from contract until time of renewal

** Pricing includes Proofpoint Essentials Advanced Malware and SPAM filtering

Automate Remote Management / Monitoring for Windows Workstations and Servers / Apple OS	\$975.00	12	\$11,700.00
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Pricing \$32.50 per Device per month, for up to 30 * monitorable Devices (5 Servers, 25 PC's) for an estimated annual expenditure of \$11,700.00, invoiced at \$975.00 per month *:

- Billed Monthly
- Includes Microsoft Defender for Business - anti-virus/malware/EDR
- EDR - Endpoint Detection and Response
- Real-time continuous monitoring and endpoint data analytics with advanced reporting and rule-based automated response to threats
- Advanced IT asset inventory reporting and management
- Secure remote control

* Marin IT estimates there are roughly 30 devices in the Town Environment; Device count will be adjusted up/down as needed - Client only billed for actual devices in use



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Subscription Services

DESCRIPTION	PRICE	QTY	EXT. PRICE
Auvik Network Monitoring - Switches, Routers, Firewalls, VM hosts, SAN Pricing \$15 per device per month, for up to 6 devices, for an estimated annual expenditure of \$1,080.00, invoiced at \$90.00 per month: <ul style="list-style-type: none"> • Monthly Auvik Network Monitoring • Switches, routers, firewalls, Virtual Machine hosts, SANs (e.g., Synology) • Network traffic monitoring * • Network topology diagram <i>* While network traffic monitoring may identify cyber security issues, or assist in forensic analysis in the event of a malware breach, Auvik is not a cyber security product and should not be considered a comprehensive cyber security solution.</i>	\$90.00	12	\$1,080.00
Veeam + 11:11 Cloud Storage - Administration of VM Storage Environment, backups and disaster recovery - 3 Year Contract Priced at estimated annual expenditure of \$2,736.00, invoiced monthly at \$228.00 per month: <ul style="list-style-type: none"> • Upgrade from the current backup system (Intronus by Barracuda) to Veeam + 11:11. • Up to 5TB (total) of space • Marin IT will use the Town's existing Synology storage drive to have local as well as cloud backups. 	\$228.00	12	\$2,736.00
Section Subtotal			\$22,158.00
Labor Related to Recurring Subscription Services and Applications - One Time Fees			



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Subscription Services

DESCRIPTION	PRICE	QTY	EXT. PRICE
Labor: Automate Implementation - One Time Fee <ul style="list-style-type: none"> • Add group policy objects to automatically check endpoints for and install Automate and Defender if not present • Build Automate and Microsoft Defender for Business dashboards • Build agent install(s) • Push install to devices via the Automate client 	\$145.00	16	\$2,320.00
<i>Hours are an estimate. Will bill for actual time used, + or -.</i>			
Labor: Veam / 11:11 Implementation - One Time Fee <ul style="list-style-type: none"> • Specify service accounts settings • Specify the database engine • Perform configuration check • Specify data locations and service ports • Test backup service 	\$145.00	4	\$580.00
<i>Hours are an estimate. Will bill for actual time used, + or -.</i>			
Section Subtotal			\$2,900.00
Recurring Subscription Services and Applications - Billed Annually			
Cisco Duo - Advantage Edition (formerly Access) - Annual Subscription Pricing @ \$72.00 per User per year, for up to 25 * Users for an estimated annual expenditure of \$1,800.00:	\$1,800.00	1	\$1,800.00
Auto Renewal Term - 12 Months			
<i>Marin IT will bill for actual number of licenses + or - as users are added to, or removed from, the subscription.</i>			
KnowBe4 Security Awareness Training - Annual Subscription KnowBe4 Diamond Level + PhishER @ \$37.50 per User per Year, for up to 25 * Users = \$937.50 Annually	\$937.50	1	\$937.50
Section Subtotal			\$2,737.50
Labor related to Recurring Subscription Services and Applications - One Time Fees			



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Subscription Services

DESCRIPTION	PRICE	QTY	EXT. PRICE
Configuration of Duo Multi-Factor Authentication - One Time Fee Sixteen hours to configure and integrate Duo with Active Directory domain, enterprise / line of business applications that support multi factor authentication and assist users with the Duo mobile app. Examples include: <ul style="list-style-type: none"> • Windows Active Directory logons for workstations and servers • Office 365 (including Teams)* • VPN* • Privileged access accounts (such as Domain Administrators) • Applications that support multi factor authentication, such as Tyler Incode, Trakit, etc. (TBD by client) • Other enterprise and line of business applications and Software as a Service (aka SaaS, or "cloud") applications as possible. Draft instructions for staff to install and configure mobile app on smartphones. Onsite and remote support as required. <i>Hours are an estimate. Will bill for actual time used, + or -.</i>	\$145.00	16	\$2,320.00
KnowBe4 Security Awareness Training: Campaign Management - One Time Fee	\$2,500.00	1	\$2,500.00
KnowBe4 Security Awareness Training: Set Up - One Time Fee	\$1,000.00	1	\$1,000.00
Section Subtotal			\$5,820.00
Recurring Subscription Services and Applications - 3-Year			
Meraki Switch - Support Subscription: 3 Years	\$450.00	1	\$450.00
Section Subtotal			\$450.00
		Subtotal:	\$34,065.50

END OF EXHIBIT A

EXHIBIT B
FEE SCHEDULE

Quote Summary

Managed Services:	\$53,455.92
Subscription Services:	\$34,065.50

Total: \$87,521.42

EXHIBIT C

INSURANCE FORMS

CONSULTANT shall provide, in addition to the Certificates of Insurance, original Endorsement affecting the coverages specified in herein on the attached form. No substitute form will be accepted.

This is an Exhibit to, and made a part of and incorporated by reference to the Agreement dated May 7, 2024, by and between Marin IT, hereinafter referred to as "**Consultant**", and the Town of Ross, hereinafter referred to as "**Town**", providing for professional services.

1. **Consultant's Duty to Show Proof of Insurance.** Consultant, in order to protect Town and its Council members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Consultant's acts, errors, or omissions in connection with the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Consultant shall not perform any work under this Agreement until Consultant has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the Town's authorized insurance representative, insurance Tracking Services Inc. (ITS). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Consultant shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, Consultant shall promptly deliver to ITS a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to ITS prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Consultant or Town as an additional insured.

1.1 Insurance Requirements

Commercial General Liability Insurance

Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the Town), Products-Completed Operations Hazard, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Consultant's performance of services under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Consultant shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence and five million dollars (\$5,000,000) aggregate.

*Please note, the Town will require a separate additional insured endorsement for the Commercial General Liability policy, listing the "Town of Ross, its Council members, officials, agents, officers, and employees".

Business Automobile Liability Insurance

Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of Services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence.

Workers' Compensation Insurance

Consultant shall submit written proof that Consultant is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code. Consultant shall require any Subconsultants to provide workers' compensation for all of the Subconsultants' employees, unless the Subconsultants' employees are covered by the insurance afforded by Consultant. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Consultant shall provide and/or require each Subconsultant to provide adequate insurance for the coverage of employees not otherwise covered. Consultant shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

Professional Liability Insurance

Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, all negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims of one insured against another insured, with coverage equal to the policy limits, which shall not be less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.

Installation Floater

Installation Floater, covering the work performed under this Contract, against all risks of direct physical loss. The policy shall cover the Contractor's labor, materials and equipment, including materials and equipment in transit or away from the project site, to be installed in the existing structure(s). The coverage shall be written for an amount equal to the initial contract amount plus the value of any subsequent change orders, subject to a deductible of not more than [\$10,000] payable by Contractor.

Cyber Liability Insurance

Cyber Liability Insurance, covering network risk and cyber liability (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$1,000,000. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.

1.2 Self-Insured Retention

Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of insurance or other documentation provided to Town and must be approved by the Town Risk Manager.

1.3 Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either (i) maintain said coverage for at least five (5) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than five (5) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

2. **Town as Additional Insured**

On Consultant's Commercial General Liability and Automobile policies, the Town, its Council members, officers, directors, agents, employees, and volunteers, shall be named as additional insured's, but only with respect to liability arising out of the activities of the named insured. Any endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 1 1 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 1 1 85.

3. **Insurance terms and conditions:**

3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Consultant shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Consultant in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

3.2 All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII Any exception to these requirements must be approved by the Town Risk Manager.

3.3 If Consultant is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the insurance coverages and endorsements required above. The Town will not accept such coverage unless the Town determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Consultant is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Town, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3.5 Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the Town from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

3.6 Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. Town, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, Town may purchase such required insurance coverage, and without further notice to Consultant, Town shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by Town for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse Town for the premiums and any associated costs, Consultant agrees to reimburse Town for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by Town to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

3.7 Should any of the required insurance (other than errors and omissions insurance) be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defenses costs be included in such general aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limit specified above.

3.8 Town may (but is under no obligation to) secure project-specific insurance, wrap-up insurance, or administer an owner controlled insurance program ("OCIP"), in which case Consultant and its subconsultants shall

communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Consultant's fees under this Agreement (and the fee of its subconsultants under subconsultant agreements) shall be reduced by the amount of insurance premiums that may be avoided by Consultant and its subconsultants by virtue of the Town's obtaining the project-specific insurance, wrap-up insurance or administering an OCIP, and the exclusion of this project from coverage of Consultant's and subconsultants policies. Construction Manager and its subconsultants shall afford Town access to their books and records and cooperate with Town in verifying the amount of savings realized.

ATTACHED

1. Insurance Coverage Form

EXHIBIT C

This INSURANCE COVERAGE FORM modifies or documents insurance provided under the following:

Named Insured: Marin IT Effective Work Date(s): FY 2024-2025

Description of Work/Locations/Vehicles: Cybersecurity Implementation and IT Managed Services

ADDITIONAL INSURED: **Town of Ross (TOWN)**
 P.O. Box 320, 31 Sir Francis Drake Boulevard, Ross, CA 94957
 Attention: Christa Johnson
 Contract Administrator

Endorsement and Certificates of Insurance Required The Additional Insured, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (Check all that apply)	Insurer	Policy No.
<input checked="" type="checkbox"/> General Liability: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) premises owned, leased occupied or used by the Named Insured, and/or (d) permits issued for operations performed by the Named Insured. {Note: MEETS OR EXCEEDS ISO Form # CG 20 10 11 85}		
<input checked="" type="checkbox"/> Auto Liability: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Additional Insured, its elected or appointed officers, officials, employees or volunteers.		
<input checked="" type="checkbox"/> Other: [Cyber Liability, Installation Floater, etc.]		
Certificates of Insurance Required (no endorsement needed) (Check all that apply)	Insurer	Policy No.
<input checked="" type="checkbox"/> Workers Compensation: work performed by employees of the Named Insured while those employees are engaged in work under the simultaneous directions and control of the Named Insured and the Additional Insured.		
<input checked="" type="checkbox"/> Professional Liability:		

PRIMARY/NON-CONTRIBUTORY: This insurance is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

SEVERABILITY OF INTEREST: The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limit of liability.

PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS: Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Additional Insured, its elected or appointed officers, officials, employees, or volunteers.

CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice (ten (10) days if canceled due to non-payment) by regular mail return receipt requested has been given to the Additional Insured. Such notice shall be addressed as shown above.

WAIVER OF SUBROGATION: The insurer(s) named above agree to waive all rights of subrogation against the TOWN, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the TOWN.

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.
SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), warrant that I have authority to bind the above-named insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)

ORGANIZATION: _____ **TITLE:** _____

ADDRESS: _____

TELEPHONE: () _____ **DATE ISSUED:** _____