



DATE: June 24, 2015

TO: Honorable Mayor and City Councilmembers

FROM: Water Utilities Department

SUBJECT: **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH DISCOVERIT SOLUTIONS FOR VIDEO SURVEILLANCE EQUIPMENT REPLACEMENT AT VARIOUS WATER FACILITIES**

SYNOPSIS

Staff recommends that the City Council approve a Professional Services Agreement with DiscoverIT Solutions of Lake Forest in an amount not to exceed \$85,927 for replacement of video cameras, site monitoring and a disk tape storage solution for the water plants; and authorize the City Manager to execute the agreement.

BACKGROUND

The City's water and sewer plants currently each have an independent on-site digital video recorder that supports each plant's video cameras. Currently, the disk storage capacity for the recorders at each plant is only capable of storing a maximum length of several weeks of video recordings. All of the plants are currently out of compliance with California Government Code 34090.60, which requires routine video recording of departmental operations to be retained for a period of one year.

Information Technologies staff researched the subject through various trade shows and knowledgeable technology vendors. The goal was to identify a solution that would provide a centralized video data storage solution capable of retaining at least one year of video storage data for all of the plants.

ANALYSIS

Information Technologies has worked with DiscoverIT Solutions to provide a proof-of-concept demonstration of their proposed video data recording solution. The proposed solution includes a centralized video storage unit that would be housed at the Civic Center. The centralized single video recording unit would eliminate all of the existing individual video disk storage recorders at each water and sewer plant.

DiscoverIT's video data storage solution is a sole source proprietary system that uses an Oracle tape back-up system to store ten percent of the recorded video on hard disk. The long term up to one year of captured video data is archived to a cost effective back

up tape. The back up tape is indexed by the system, to enable the user to locate and retrieve video recordings that are aged up to one year from the date of capture.

The new replacement cameras are of a higher quality resolution than the existing cameras in place at the plants. The more advanced higher quality resolution cameras will result in a better quality of video recorded plant operations.

Systems that exclusively utilized a hard drive storage solution were also researched. The research found that systems dependent on hard drive storage solutions cost upwards of \$500,000 and they are limited in their capacity to add additional cameras when necessary for plant site expansion.

FISCAL IMPACT

The immediate need for this solution exists at the La Salina Wastewater Treatment Plant (La Salina), and therefore funding for this project will come from the La Salina WWTP Upgrades Project (909122700722). The cost of this project is \$85,927; the project has an available balance of \$1,573,071. Therefore, there is sufficient budget for this purchase.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

COMMISSION OR COMMITTEE REPORT

The Utilities Commission will receive a project update at its next regularly scheduled meeting on May 19, 2015.

CITY ATTORNEY'S ANALYSIS

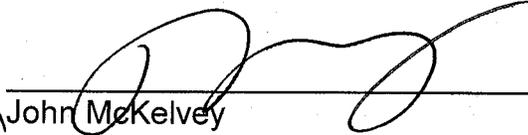
The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff recommends that the City Council approve a Professional Services Agreement with DiscoverIT Solutions of Lake Forest in an amount not to exceed \$85,927 for replacement of video cameras, site monitoring and a disk tape storage solution for the water plants; and authorize the City Manager to execute the agreement.

PREPARED BY:

SUBMITTED BY:

For


John McKelvey
Management Analyst



Michelle Skaggs Lawrence
Interim City Manager

REVIEWED BY:

Peter Weiss, Assistant City Manager



Jason Dafforn, Interim Water Utilities Director



Yukari Krause-Brown, Information Technologies Division Manager



Jane M. McPherson, Interim Financial Services Director



Exhibit A – Professional Services Agreement

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

**PROJECT: REPLACEMENT OF VIDEO SURVEILLANCE EQUIPMENT AT
VARIOUS WATER FACILITY LOCATIONS**

THIS AGREEMENT, dated MAY 27, 2015 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and DISCOVERIT SOLUTIONS, hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The CONSULTANT desires to provide and install replacement video surveillance equipment as is more particularly described in the CONSULTANT'S proposal dated April 6, 2015, attached hereto and incorporated herein as Exhibit A.
2. **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the City Engineer. The CONSULTANT shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the City Engineer. CONSULTANT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONSULTANT shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.
3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code 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 the CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of this Agreement.
4. **LIABILITY INSURANCE.**

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- 4.1. CONSULTANT shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.
- 4.2 CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific aggregate	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

- 4.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.
- 4.4 All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

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- 4.5 All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 4.6 CONSULTANT shall provide thirty (30) days written notice to the CITY should any policy required by this Agreement be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 4.7 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 4.8 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.
- 4.9 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.
5. **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this Agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of One Million Dollars (\$1,000,000.00).

CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

6. **CONSULTANT'S INDEMNIFICATION OF CITY.** To the greatest extent allowed by law, CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of CONSULTANT'S work, including the negligent acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful

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misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees founded upon, resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

CONSULTANT'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

7. **OWNERSHIP OF DOCUMENTS.** All plans and specifications, including details, computations and other documents, prepared or provided by the CONSULTANT under this Agreement shall be the property of the CITY. The CITY agrees to hold the CONSULTANT free and harmless from any claim arising from any use, other than the purpose intended, of the plans and specifications and all preliminary sketches, schematics, preliminary plans, architectural perspective renderings, working drawings, including details, computation and other documents, prepared or provided by the CONSULTANT. CONSULTANT may retain a copy of all material produced under this Agreement for the purpose of documenting their participation in this project.
8. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$85,926.84.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the City. CONSULTANT shall obtain approval by the City prior to performing any work that results in incidental expenses to CITY.
9. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the City within 45 calendar days from notice to proceed.
10. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

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11. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

12. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.
13. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.

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14. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates set forth below.

DISCOVERIT SOLUTIONS	CITY OF OCEANSIDE
By: <u></u>	By: _____
Name/Title	Michelle Skaggs Lawrence,
STEVEN E. CHURCH, PRESIDENT	Interim City Manager

Date: MAY 27, 2015 Date: _____

By: <u></u>	APPROVED AS TO FORM:
Name/Title	
RHONDA CHURCH, SECRETARY	
Date: <u>MAY 27, 2015</u>	<u></u>
	City Attorney

20-8168541
Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of ORANGE)

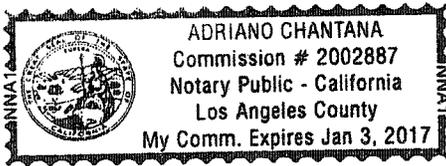
On 5/27/15 before me, ADRIANO CHANTANA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared STEVEN E CAURCH & RHONDA CHURCH
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: PROFESSIONAL SERVICE AGREEMENT Document Date: 5/27/15
Number of Pages: 6 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____



BUDGETARY ESTIMATE

Number CO-080114-VS-03
Reference La Salina
Date Apr 6, 2015
Expires May 22, 2015

By: DiscoverIT Solutions

Attn: Accounts Payable Dept.
 25422 Trabuco Rd.
 Suite 105-277
 Lake Forest, CA 92630
 Steve Church, 949-235-8946



Account Manager

Steve Church
Phone 949-235-8946

Fax 949-305-1054
Email stevesr@discoveritsolutions.com

Issue To

City of Oceanside
 David E. Riha
 Information Technology Services
 300 North Coast Highway
 Oceanside, CA 92054

Phone 760-435-3820
Fax
Email DRiha@ci.oceanside.ca.us

Ship To

City of Oceanside
 David E. Riha
 Information Technology Services
 300 North Coast Highway
 Oceanside, CA 92054

Phone 760-435-3820
Fax

		Ship Via	Terms	FOB
		Freight	30 days	Origin
Line	Qty	Description	Unit Price	Ext. Price
8		Oracle StorageTek LTO media: model family		
8		StorageTek LTO6 media: labeled, pack of 20	\$1,079.76	\$8,638.08
8		StorageTek LTO6 media: library pack packaging (for factory installation)	\$179.52	\$1,436.16
8		StorageTek LTO6 media: horizontal labels (for factory installation)	\$14.96	\$119.68
1		Oracle StorageTek SL150 modular tape library: model family		
1		StorageTek SL150 modular library system: base with 30 activated cartridge slots, 1 HP LTO6 half-height 6 Gb SAS tape drive, and rackmounting kit	\$5,436.00	\$5,436.00
1		StorageTek LTO tape drive: 1 HP LTO6 half-height 6 Gb SAS for StorageTek SL150 (for factory installation)	\$2,518.40	\$2,518.40
4		StorageTek SL150 modular tape library: expansion module with 30 slots (for factory installation)	\$634.40	\$2,537.60
1		StorageTek SL150 modular tape library: power supply (for factory installation)	\$178.40	\$178.40
2		Power Cord: North America and Asia, 2.3 meters, NEMA 5-15P plug, IEC60320-1-C13 connector, 10 A (for factory installation)	\$10.50	\$21.00

Thank You For Your Business!

Line	Qty	Description	Unit Price	Ext. Price
1		StorageTek cable assembly: 35 feet, 24 awg, shld, cat5e (for factory installation)	\$22.40	\$22.40
1		SAS cable: 3 meters, 2x1 (for factory installation)	\$140.00	\$140.00
		Oracle Premier Support for Systems - SL150 Support	\$434.15	\$434.15
1		Oracle Standard System Installation Service, Basic: Storage Tape - Group I	\$236.25	\$236.25
1		Oracle Standard System Installation Service, Without Site Audit: Storage Tape - Group III	\$945.00	\$945.00
1		Oracle StorageTek LTO universal cleaning cartridge: model family		
1		StorageTek LTO universal cleaning cartridge: labeled, pack of 5	\$295.20	\$295.20
1		Oracle Sun Server X4-2L: model family		
1		Sun Server X4-2L: 2 RU base chassis with motherboard, 2 PSUs, slide rail kit, and cable management arm (for factory installation)	\$2,810.10	\$2,810.10
1		Twelve 3.5-inch drive slots disk cage and two 2.5-inch drive rear slots disk cage	\$941.80	\$941.80
1		1 Intel® Xeon® E5-2690 v2 10-core 3.0 GHz processor (for factory installation)	\$3,022.20	\$3,022.20
1		Single processor I/O coverl kit (for factory installation)	\$34.00	\$34.00
1		Heatsink (for factory installation)	\$23.80	\$23.80
4		One 8 GB DDR3-1600 DIMM (for factory installation)	\$129.20	\$516.80
1		Memory filler panel (for factory installation)	\$0.00	\$0.00
1		3.5-inch HDD filler panel (for factory installation)	\$0.00	\$0.00
5		PCIe filler panel (for factory installation)	\$1.70	\$8.50
1		Oracle System Assistant 4 GB USB stick (for factory installation)	\$0.00	\$0.00
1		Oracle Linux preinstall (for factory installation)	\$0.00	\$0.00
2		One 300 GB 10000 rpm 2.5-inch SAS-2 HDD with bracket (for factory installation)	\$293.25	\$586.50
11		One 4 TB 7200 rpm 3.5-inch SAS-2 HDD with coral bracket (for factory installation)	\$686.40	\$7,550.40
1		Sun Storage 6 Gb SAS PCIe RAID HBA, Internal: 8 port and 512 MB cache (for factory installation)	\$559.20	\$559.20

Thank You For Your Business!

Line	Qty	Description	Unit Price	Ext. Price
2		Power cord: North America and Asia, 2.5 meters, 5-15P plug, C13 connector, 15 A (for factory installation)	\$11.70	\$23.40
		Oracle Premier Support for Systems	\$1,929.20	\$1,929.20
1		Oracle Standard Installation Service, Servers - Group II	\$1,417.50	\$1,417.50
		Arecont Vision Cameras		
2		20MP D/N H.264/MJPEG CAM NOLNS	\$1,483.90	\$2,967.80
2		LENS/FXD-FOCAL 6MM/3MP/F1L6	\$30.25	\$60.50
6		LENS FIXED-FOCAL 12MM M12 3MP	\$30.25	\$181.50
3		5MP MEGAVIEW2 1FPS 200FT IR	\$962.50	\$2,887.50
1		3MP/IP66&VNDL RESISTANT BULLET	\$935.00	\$935.00
2		MOUNT CAP FOR SURROUND VIDEO	\$38.50	\$77.00
2		WALL-MOUNT BRACKET-W/JUNCT BX	\$71.50	\$143.00
2		CORNER MOUNT ADAPTER F/SUR.VID	\$49.50	\$99.00
4		Cat5 Extender	\$292.50	\$1,170.00
1		Eight (8) Port PoE Midspan	\$342.00	\$342.00
		Camera Installation		
18		Netway installation and Cabling	\$140.25	\$2,524.50
12		Camera installation and Aiming	\$114.75	\$1,377.00
22		Cabling Assistant	\$46.75	\$1,028.50
1		Cable Management	\$202.50	\$202.50
1		Vertical Rack Mount (may be optional)	\$67.50	\$67.50
1		Materials	\$247.50	\$247.50
1		Cat5e Cable	\$67.50	\$67.50
		SoleraTec Software		
1		SoleraTec Phoenix RSM Disk	\$6,599.12	\$6,599.12

Thank You For Your Business!

Line	Qty	Description	Unit Price	Ext. Price
1		SoleraTec RSM - Annual Software Update Service HD	\$1,068.61	\$1,068.61
1		SoleraTec Phoenix RSM Tape	\$14,597.44	\$14,597.44
1		SoleraTec RSM - Annual Software Upgrades	\$2,364.26	\$2,364.26

SubTotal		\$81,389.45
Tax	0.08	\$3,957.33
Shipping		\$580.06
Total		\$85,926.84

Customer Notes

CA Certified Small Business and Disabled Veteran Business Enterprise (OSDS # 45044)
 DiscoverIT Solutions is a Certified Service Disabled Veteran Owned Small Business
 Cage Code: 4N5Z9
 DUNS Number: 790752104
 Federal Tax ID: 20-8168541

Thank You For Your Business!