



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Digital Service & Open Government

Prepared by: Vinh Pham,
Data & Infrastructure Manager

City Manager Approval: _____

TOPIC: MIDAS AGREEMENT FISCAL YEAR 2021-22

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A GENERAL SERVICES AGREEMENT WITH MARIN INFORMATION AND DATA ACCESS SYSTEMS (MIDAS) FOR INFORMATION TECHNOLOGY SERVICES FROM JULY 1, 2021 THROUGH JUNE 30, 2022, FOR AN AMOUNT NOT TO EXCEED \$93,021

RECOMMENDATION: Adopt the resolution.

BACKGROUND: The Marin Information and Data Access Systems (MIDAS) program connects Marin County to its municipal and non-profit business partners by providing internet access and support for private, network-based shared applications, including Marin Law Enforcement Data Systems (MLEDS) and MarinMap. MIDAS is the primary internet provider for the County of Marin, the cities and towns of Marin (excluding Corte Madera), law enforcement and public safety agencies, and special districts. MIDAS services include managing, maintaining, and monitoring the MIDAS Wide Area Network (WAN) connected through the Emergency Operations Facility (EOF) data center. Included with this staff report is a MIDAS infographic page for your viewing.

ANALYSIS: The City of San Rafael relies on MIDAS as the primary connection to the internet and other internal technology resources at five facilities. In addition to providing connectivity, MIDAS and its partners maintain systems to monitor performance, use, and security.

MIDAS services include:

- Maintaining the life cycle of equipment, configurations, backups, and software.
- Monitoring network usage including bandwidth, routing, and flows.
- Maintaining firewall equipment and policies for endpoints and using MIDAS firewall services.
- Configuring and maintaining remote user SSL VPN access.
- Maintaining wireless equipment and maintenance for customers use MIDAS wireless services.

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

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- Maintaining public DNS server/zone files.
- Billing and support.

The costs of services will be paid Quarterly as set forth in the following table:

Site Name	Site Speed (megabit-per-second)	Cost
City Hall and Public Safety Center	500 Mbps	\$5,481.15
Public Works / Sanitation District	100 Mbps	\$4,705.23
Albert J. Boro Community Center	20 Mbps	\$4,181.82
San Rafael Community Center	100 Mbps	\$4,705.23
Terra Linda Community Center	20 Mbps	\$4,181.82
Quarterly Cost		\$23,255.25
Annual Cost		\$93,021

Annual cost comparison 2017 - 2021

2017	2018	2019	2020	2021	Average
\$92,400	\$101,400	\$84,212	\$79,498	\$93,021	\$90,106

San Rafael Municipal Code section 2.55.100(C) provides that the City Council may waive the requirement for competitive bidding for goods and services that can only be obtained from a sole source or that are specialty in nature. Because of the unique nature of the MIDAS services in connecting the County and cities in Marin to enable shared use of applications and other services, staff recommends that competitive bidding for this contract should be waived.

FISCAL IMPACT: The annual cost of MIDAS has shifted over the past five years due to changes in the MIDAS fee model, increases in bandwidth at City facilities, and the addition of new service at the Public Safety Center. The total expected expenditure is \$93,021 for FY 2021-22 and is appropriated through the draft budget in the Telecommunication Fund - 609.

OPTIONS: The City Council has the following options to consider on this matter:

1. Adopt resolution authorizing the City Manager to execute a general services agreement with MIDAS from July 1, 2021 through June 30, 2022, for an amount not to exceed \$93,021.
2. Direct staff to return with more information.

RECOMMENDED ACTION: Adopt the resolution.

ATTACHEMENTS:

1. Resolution
2. MIDAS Agreement
3. MIDAS Infographic

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A GENERAL SERVICES AGREEMENT WITH MARIN INFORMATION AND DATA ACCESS SYSTEMS (MIDAS) FOR INFORMATION TECHNOLOGY SERVICES FROM JULY 1, 2021 THROUGH JUNE 30, 2022, FOR AN AMOUNT NOT TO EXCEED \$93,021

WHEREAS, the City of San Rafael uses Marin Information and Data Access Systems (MIDAS) to connect to Marin County and its municipal and non-profit business partners; and

WHEREAS, the City of San Rafael uses MIDAS for internet access; and

WHEREAS, the City of San Rafael uses MIDAS for network-based shared applications; and

WHEREAS, the City of San Rafael uses MIDAS for accessing Marin Law Enforcement Data Systems (MLEDS); and

WHEREAS, the City of San Rafael uses MIDAS for MarinMap; and

WHEREAS, the City of San Rafael wishes to continue using MIDAS services; and

WHEREAS, City of San Rafael Municipal Code Section 2.55.100(C) allows the City Council to waive competitive bidding for purchases of goods and services that can only be obtained from a sole source or that are specialty in nature. Because of the unique nature of the MIDAS services in connecting the County and cities in Marin to enable shared use of applications and other services, staff recommends that competitive bidding for this contract should be waived;

NOW, THEREFORE BE IT RESOLVED, that the San Rafael City Council waives competitive bidding and authorizes the City Manager to execute a general services agreement with Marin Information and Data Access Systems (MIDAS) for information technology services from July 1, 2021 through June 30, 2022, for an amount not to exceed \$93,021 and in a form approved by the City Attorney.

I, Lindsay Lara, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the San Rafael City Council held on the 17th day of May 2021 by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

LINDSAY LARA, City Clerk

**Agreement between County of Marin and the City of San Rafael
using Marin Information and Data Access System**

This Marin Information and Data Access System Agreement (“Agreement”) is made and entered into by and between the County of Marin (“County”), a political subdivision of the State of California and the City of San Rafael (“Customer”).

RECITALS

Whereas, MIDAS connects the County and local entities by providing Internet access and support for private, network-based shared applications, such as Marin Law Enforcement Data System (“MLEDS”) and MarinMap.

Whereas, Marin Information and Data Access System (“MIDAS”) services include managing, maintaining, and monitoring the MIDAS Wide Area Network (“WAN”) connected through data centers at the Marin County Civic Center and Emergency Operations Facility (“EOF”), fielding public and user inquiries, and supporting the identification and development of network-based applications.

Whereas, the purpose of this Agreement is to facilitate usage of MIDAS by establishing operating provisions, service levels, and shared costs.

OPERATING PROVISIONS

1. EFFECTIVE DATE AND TERM

For convenience, this Agreement shall become effective on the date of the County’s signature (“Effective Date”). The Agreement shall remain in effect until it is terminated in accordance with Section 2.

2. TERMINATION

This Agreement shall terminate on June 30, 2022 (“Initial Agreement Term”). This Agreement shall automatically renew under the same terms and conditions for successive periods of 12 months each after the Initial Agreement Term. The County or Customer may terminate the successive 12 month period of the Agreement without cause only with notice of no fewer than 60 days prior to June 30 of each year. At the time of notice of termination, both parties shall agree upon a termination of services process no later than the last business day of May of the current Agreement term. If a termination of services process is not reached by the last business day of May of the current Agreement Term, the Agreement and services will be extended in 30 day increments until a termination of services process is reached.

3. AMENDMENT

This Agreement may be amended only by the written agreement between the County and Customer.

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4. SCOPE AND RESPONSIBILITIES

The MIDAS network and the MIDAS Partners (the employees, affiliates, suppliers, and licensors of MIDAS) will provide managed network services, firewall and security monitoring, remote access VPN, network customer service and support, access to shared applications including MarinMap, and a security connection to the Marin Law Enforcement Data Systems (MLEDS) for participating members.

MIDAS and its partners are responsible for trouble resolution, annual network upgrades, support of the network and its clients. While MIDAS and its partners maintain systems to monitor performance, use, and security, it is the responsibility of the Customer to report problems with the service and any incidents that impact the operation or network security of the MIDAS network.

a. MIDAS Management

With supervision by County Information and Services Technology (“IST”) staff, MIDAS is primarily managed by a private network integrator and IT consultancy (“Contractor”). Contractor shall provide services according to the defined service levels as outlined here:

- Maintain the life cycle of equipment, configurations, backups, and software.
- Monitor network use including bandwidth, routing, and flows.
- Maintain firewall equipment and policies for endpoints using MIDAS firewall services.
- Configure and maintain remote user SSL VPN access.
- Manage wireless equipment and maintenance for customers use MIDAS wireless services.
- Maintain public DNS server/zone files.
- Billing and support

b. Customer Support and Trouble Reporting

MIDAS Customers have multiple methods for requesting technical support. These include:

- Monday-Friday, 8-5pm PST: (415) 842-3275
- <https://support.marinit.com/support>
- Email: support@marinit.com

c. MIDAS Invoicing and Payments

MIDAS and the County will invoice the Customer on a monthly or quarterly basis for services. Customer payment is due by the due date on the bill, which is thirty days from the invoice date. If MIDAS and/or County does not receive payment by the Due Date indicated on Customer’s bill, Customer’s account will become past due. Any fees or penalties applied by the Carrier will be added to the Customer’s bill. An additional 1.5% of the overdue balance will be applied to the Customer’s bill as a late fee for every month the account is past due.

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Questions about Customer’s bill or disputes about a specific charge should be referred to the MIDAS team: Christophe Meneau (cmeneau@marincounty.org), or Javier Trujillo (jtrujillo@marincounty.org) with Customer’s concerns and the MIDAS team will investigate and notify Customer of the results.

5. COST OF SERVICES

The costs of services will be paid Quarterly in the follow table

Name	Address/Location	Provider	Speed	Service Fee	Service Description
Public Safety Center	1375 Fifth avenue, San Rafael, CA	AT&T	500	\$2,436.15	ASE
		MIDAS		\$3,045.00	Service Network Connection
Public Works / Sanitation District	111 Morphew Street, San Rafael, CA	AT&T	100	\$1,660.23	ASE
		MIDAS		\$3,045.00	Service Network Connection
Alboro Community Center *	50 Canal Street, San Rafael, CA	AT&T	250*	\$1,136.82	ASE
		MIDAS		\$3,045.00	Service Network Connection
San Rafael Community Center	618 B Street, San Rafael, CA	AT&T	100	\$1,660.23	ASE
		MIDAS		\$3,045.00	Service Network Connection
Terra Linda Community Center	670 Del Ganado Road, San Rafael, CA	AT&T	20	\$1,136.82	ASE
		MIDAS		\$3,045.00	Service Network Connection
San Rafael	<TBD IP address space>	MIDAS		\$0.00	Public IP address space
				\$23,255.25	Estimated total. Taxes and fees from Carriers vary
*Service billed at rate for 20 mbps. Canal Wifi responsible for additional bandwidth costs					

The Customer can request changes in bandwidth and providers for access to the MIDAS core network. All carrier circuit charges are determined by purchase agreements with carriers on a case by case basis and by Customer selection of circuit bandwidth. In some cases, service will require additional fees for construction and installation. Customer is entitled to request direct invoices for carrier services upon request to the MIDAS team. Charges for individual carrier services are directly passed to the Customer with no price markup – taxes and fees can vary month to month.

Customer may request onboarding of additional sites or increases in bandwidth for existing sites during the term of this Agreement. Additions shall be made under the same terms and conditions and cost structure as existing sites. Customer may request disconnection of a site(s) during the term of this Agreement subject to provisions of Section 2 – the termination clause.

6. INDEMNIFICATION

Customer agrees to hold harmless and indemnify MIDAS, the County, and MIDAS partners from and against any claim arising from the use of the MIDAS network, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys’ fees, of every kind and nature. Nothing in these terms will be deemed to confer any third-party rights or benefits.

7. Disclaimer of Warranties

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MIDAS, the County, and the MIDAS Partners disclaim any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, operability or availability of information or material displayed in or accessible through MIDAS network. MIDAS Partners disclaim any responsibility for the deletion, failure to store, mis-delivery, or untimely delivery of any information or material. MIDAS Partners disclaim any responsibility for any harm resulting from downloading or accessing any information or material on the Internet through MIDAS network. By choosing to use other services (such as an application or website) while using MIDAS network, your use of those services will be governed by the terms and conditions provided to you in association with those services.

8. Miscellaneous Provisions

This Agreement will be governed by and construed in accordance with the laws of the State of California. Customer and County agree to submit to the exclusive jurisdiction of the courts located within the County of Marin, California to resolve any legal matter arising from this Agreement, its terms, or use of MIDAS network. If for any reason a court of competent jurisdiction finds any provision or portion of the provisions to be unenforceable, the remainder of the provisions will continue in full force and effect.

9. SEVERABILITY

If one or more clauses, sentences, paragraphs, or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the County and Customer that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs, or provisions shall be deemed reformed to be lawful, valid, and enforced to the maximum extent possible.

In Witness Whereof, the County and Customer execute this Agreement as below.

City of San Rafael (Customer)

By: _____

Print Name: _____

Title: _____

Date: _____

County of Marin

By:  _____

Print Name: **Javier Trujillo**

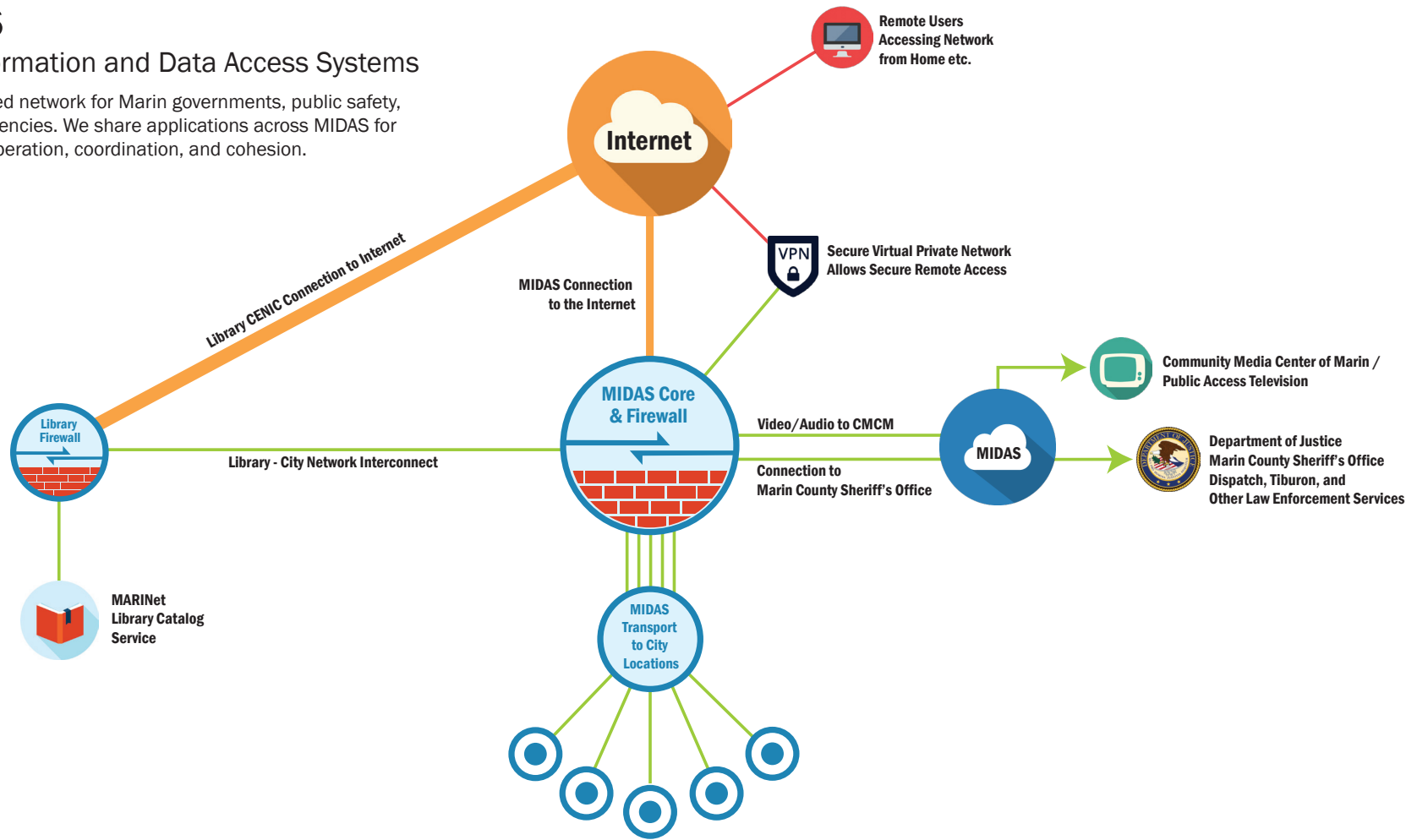
Title: **Chief Assistant Director**

Date: **3/25/2021**

MIDAS

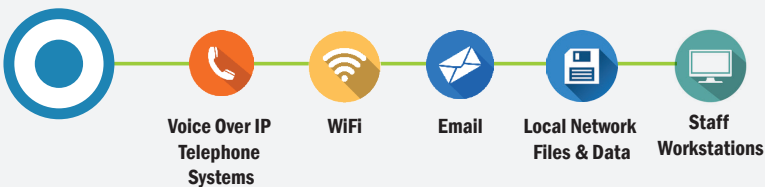
Marin Information and Data Access Systems

We are a shared network for Marin governments, public safety, and special agencies. We share applications across MIDAS for increased cooperation, coordination, and cohesion.



City Networks & Services

We connect to the Internet, VoIP, and Shared Services through MIDAS.



MIDAS connects the County to its municipal and non-profit business partners by providing support for private network-based shared applications such as:

- Government Cable Television & Granicus stream for video.
- Web Emergency Operations Center
- Records Management System (RMS)
- Computer Aided Dispatch (CAD)
- Finger printing
- Shared 911 Dispatching

- MarinMap – GIS (Geographic Information System)
- Public Safety Agencies
- Automatic Vehicle Locator
- Marin Law Enforcement Data System (MLEDS)
- Northern CA Computer Crimes Task Force
- Major Crimes Task Force