

RESOLUTION NO. 2014-067

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK AUTHORIZING AND APPROVING AN AGREEMENT WITH LYNBROOK FOR REPLACEMENT OF THE CITY'S NETWORK FIREWALL

WHEREAS, the City currently uses a Cisco firewall device deployed in 2007 to protect the network from unwanted intrusions and virus attacks from outside the network; and

WHEREAS, in January 2013, the City network suffered a severe virus attack that prompted staff to hire a consultant, Bear Data Systems, to review the effectiveness of the existing Cisco firewall device; and

WHEREAS, the subsequent network firewall analysis from Bear Data Systems indicates that the existing firewall device requires replacement and upgrading with the newest technology; and

WHEREAS, the City of Rohnert Park Municipal Code Title 3 Chapter 3.04 provides that the City's purchasing functions shall be governed by the City's purchasing policy; and

WHEREAS, consistent with the Purchasing Policy, the IT Dept. reviewed and tested products from various firewall vendors including SonicWALL, Barracuda Networks, Checkpoint, Palo Alto, and others.

WHEREAS, staff has determined that a Palo Alto firewall solution from Lynbrook is the best option to replace the City's existing firewall device based upon Lynbrook's ability to apply the latest technology, easy to use interface, a high rating from industry experts, strong reviews from government agencies, its ability to meet law enforcement security requirements, and the competitive price offered; and

WHEREAS, the City Council considered entering into an agreement with Lynbrook at a duly noticed regular meeting on June 24, 2014.

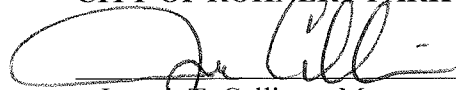
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park that it does hereby authorize and approve an agreement by and between Lynbrook, and the City of Rohnert Park, a municipal corporation, for replacement of the City's network firewall device, in substantially similar form to the agreement attached hereto as Exhibit "A," subject to minor modifications by the City Manager or City Attorney.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to take all actions to effectuate this agreement for and on behalf of the City of Rohnert Park, including execution, if necessary.

DULY AND REGULARLY ADOPTED this 24th day of June, 2014.



CITY OF ROHNERT PARK


Joseph T. Callinan, Mayor

ATTEST:


JoAnne M. Buergler, City Clerk

Attachments: Exhibit A - Contract with Lynbrook which include Exhibits A and B (proposal & quote)

BELFORTE: Aye MACKENZIE: Aye STAFFORD: Absent AHANOTU: Aye CALLINAN: Aye
AYES: (4) NOES: (0) ABSENT: (1) ABSTAIN: (0)

Attachment 2
Exhibit A to Resolution

City of Rohnert Park
130 Avram Ave.
Rohnert Park, CA 94928

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the 24th day of June, 2014, by and between the CITY OF ROHNERT PARK ("City"), a California municipal corporation, and Lynbrook, limited liability company (LLC).

Recitals

WHEREAS, City desires to obtain consulting services in connection with the replacement of the City's network firewall; and

WHEREAS, Consultant hereby warrants to the City that Consultant is skilled and able to provide such services described in Section 3 of this Agreement; and

WHEREAS, City desires to retain Consultant pursuant to this Agreement to provide the services described in Section 3 of this Agreement.

Agreement

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. Incorporation of Recitals. The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.

2. Project Coordination.

A. City. The City Manager or his/her designee, shall represent City for all purposes under this Agreement. The Information Systems Operations Manager is hereby designated as the Project Manager. The Project Manager shall supervise the progress and execution of this Agreement.

B. Consultant. The Consultant shall assign Marvin Taylor, Jr., Director of Client Operations, to have overall responsibility for the progress and execution of this Agreement for Consultant.

3. Scope and Performance of Services

A. Scope of Services. Subject to such policy direction and approvals as the City through its staff may determine from time to time, Consultant shall perform the services set out in the "Scope of Work" attached hereto as Exhibit A and incorporated herein by reference.

B. Time of Performance. The services of Consultant are to commence upon receipt of a written notice to proceed from City, but in no event prior to receiving a fully executed agreement from City and obtaining and delivering the required insurance coverage, and satisfactory evidence thereof, to City. The services of Consultant are to be completed not later than September 30, 2014. Consultant shall perform its services in accordance with the schedule attached hereto as Exhibit A, and incorporated herein by reference. Any changes to these dates in either this Section 3 or Exhibit A must be approved in writing by the Project Manager.

C. Standard of Quality. City relies upon the professional ability of Consultant as a material inducement to entering into this Agreement. All work performed by Consultant under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

4. Compensation and Method of Payment.

A. Compensation. The compensation to be paid to Consultant, including both payment for professional services and reimbursable expenses, shall be at the rate and schedules attached hereto as Exhibit B, and incorporated herein by reference. However, in no event shall the amount City pays Consultant exceed thirty seven thousand five hundred ninety seven dollars and sixty cents (\$37,597.60). Payment by City under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to the City at the time of payment.

B. Timing of Payment. Billing for said services shall be made once at the conclusion of the work and submittal of the records and any appropriate report. City shall review Consultant's billing statement and pay Consultant for services rendered within 45 days of receipt of a complete billing statement that meets all requirements of this Agreement.

Changes in Compensation. Consultant will not undertake any work that will incur costs in excess of the amount set forth in Paragraph 4(A) without prior written amendment to this Agreement.

C. Taxes. Consultant shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by Consultant.

D. No Overtime or Premium Pay. Consultant shall receive no premium or enhanced pay for work normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work performed during non-standard business hours, such as in the evenings or on weekends. Consultant shall not receive a premium or enhanced pay for work performed on a recognized holiday. Consultant shall not receive paid time off for days not worked, whether it be in the form of sick leave, administrative leave, or for any other form of absence.

E. Litigation Support. Consultant agrees to testify at City's request if litigation is brought against City in connection with Consultant's work product. Unless the action is brought by Consultant or is based upon Consultant's negligence, City will compensate Consultant for the preparation and the testimony at Consultant's standard hourly rates, if requested by City and not part of the litigation brought by City against Consultant.

5. Amendment to Scope of Work. City shall have the right to amend the Scope of Work within the Agreement by written notification to the Consultant. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Consultant shall not commence any work exceeding the Scope of Work without prior written authorization from the City. Failure of the Consultant to secure City's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate City authorization.

6. Term. This Agreement shall commence upon its execution by both parties and shall continue in full force and effect until completed, amended pursuant to Section 21, or otherwise terminated as provided herein.

7. Inspection. Consultant shall furnish City with every reasonable opportunity for City to ascertain that the services of Consultant are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the Project Manager's inspection and approval. The inspection of such work shall not relieve Consultant of any of its obligations to fulfill the Agreement as prescribed.

8. Ownership of Documents. Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by the Consultant under the Agreement shall be vested in City, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of the City. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to City without restriction or limitations on their use. Consultant may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of City during the term of this Agreement, unless required by law.

9. Employment of Other Consultants, Specialists or Experts. Consultant will not employ or otherwise incur an obligation to pay other consultants, specialists or experts for services in connection with this Agreement without the prior written approval of the City.

10. Conflict of Interest.

A. Consultant covenants and represents that neither it, nor any officer or principal of its firm, has, or shall acquire any investment, income, business entity, interest in real property, or other interest, directly or indirectly, which would conflict in any manner with the interests of City, hinder Consultant's performance of services under this Agreement, or be affected in any manner or degree by performance of Consultant's services hereunder. Consultant

further covenants that in the performance of the Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City. Consultant agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the City in the performance of the Agreement.

B. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant

(1) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or of any City official, other than normal contract monitoring; and

(2) possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation, or counsel. (2 Cal. Code Regs. § 18700(a)(2).)

11. Liability of Members and Employees of City. No member of the City and no other officer, elected official, employee or agent of the City shall be personally liable to Consultant or otherwise in the event of any default or breach of the City, or for any amount which may become due to Consultant or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

12. Indemnity. To the fullest extent permitted by law, Consultant hereby agrees to defend (by counsel reasonably satisfactory to the City), indemnify, and hold harmless the City, its officers, elected officials, employees, agents, and volunteers from and against any and all claims, demands, damages, costs, liabilities, or obligations brought on account of or arising out of any acts, errors, or omissions of Consultant, its officers, employees, agents, and subcontractors undertaken pursuant to this Agreement excepting liabilities due to the sole negligence or willful misconduct of City. The City has no liability or responsibility for any accident, loss, or damage to any work performed under this Agreement whether prior to its completion and acceptance or otherwise. Consultant's duty to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in California Civil Code § 2778. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Consultant under Worker's Compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by Consultant and shall continue to bind the parties after termination/completion of this agreement. This indemnification shall be regardless of and not in any way limited by the insurance requirements of this contract. This indemnification is for the full period of time allowed by law and shall survive the termination of this agreement.

13. Consultant Not an Agent of City. Consultant, its officers, employees and agents shall not have any power to bind or commit the City to any decision.

14. Independent Contractor. It is expressly agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent contractor and not an agent or employee of City; and as an independent

contractor, Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

15. Compliance with Laws.

A. General. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. Consultant represents and warrants to City that it has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession. Except as otherwise allowed by City in its sole discretion, Consultant and all subconsultants shall have acquired, at their expense, a business license from City in accordance with Chapter 5.04 of the Rohnert Park Municipal Code prior to City's issuance of an authorization to proceed with the Services. Such license(s) must be kept valid throughout the term of this Agreement. The City is not responsible or liable for Consultant's failure to comply with any or all of the requirements contained in this paragraph.

B. Workers' Compensation. Consultant certifies that it is aware of the provisions of the California Labor Code which require every employee 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 it will comply with such provisions before commencing performance of the Agreement and at all times in the performance of the Agreement.

C. Prevailing Wage. Consultant and Consultant's subconsultants (if any) shall, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code, Part 7, Chapter 1, Article 2. Copies of the applicable wage determination are on file at the City's office of the City Clerk.

D. Injury and Illness Prevention Program. Consultant certifies that it is aware of and has complied with the provisions of California Labor Code § 6401.7, which requires every employer to adopt a written injury and illness prevention program.

E. City Not Responsible. City is not responsible or liable for Consultant's failure to comply with any and all of its requirements under this section and Agreement.

F. Waiver of Subrogation. Consultant and Consultant's insurance company agree to waive all rights of subrogation against City, its officers, elected officials, employees, agents and volunteers for losses paid under Consultant's workers' compensation insurance policy which arise from the work performed by Consultant for the City.

16. Confidential Information. All data, documents, discussions or other information developed or received by or for Consultant in performance of this Agreement are confidential and not to be disclosed to any person except as authorized by the City, or as required by law.

17. Assignment; Subcontractors; Employees

A. Assignment. Consultant shall not assign, delegate, transfer, or convey its duties, responsibilities, or interests in this Agreement or any right, title, obligation, or interest in or to the same or any part thereof without the City's prior written consent. Any assignment without such approval shall be void and, at the City's option, shall immediately cause this Agreement to terminate.

B. Subcontractors; Employees. Consultant shall be responsible for employing or engaging all persons necessary to perform the services of Consultant hereunder. No subcontractor of Consultant shall be recognized by the City as such; rather, all subcontractors are deemed to be employees of the Consultant, and Consultant agrees to be responsible for their performance. Consultant shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control. If any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, it shall be discharged immediately from the work under this Agreement on demand of the Project Manager.

18. Insurance. Without limiting consultant's indemnification provided herein, Consultant shall comply with the requirements set forth in Exhibit C to this Agreement.

19. Termination of Agreement; Default.

A. This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by the City upon 5-days' written notice to Consultant.

B. If Consultant fails to perform any of its obligations under this Agreement within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice. In such event, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total fee; provided, however, that the City shall deduct from such amount the amount of damages, if any, sustained by City by virtue of the breach of the Agreement by consultant.

C. In the event this Agreement is terminated by City without cause, Consultant shall be entitled to any compensation owing to it hereunder up to the time of such termination, it being understood that any payments are full compensation for services rendered prior to the time of payment.

D. Upon termination of this Agreement with or without cause, Consultant shall turn over to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by Consultant or its subcontractors, if any, or given to Consultant or its subcontractors, if any, in connection with this

20. Suspension. The City shall have the authority to suspend this Agreement and the services contemplated herein, wholly or in part, for such period as it deems necessary due to unfavorable conditions or to the failure on the part of the Consultant to perform any provision of this Agreement. Consultant will be paid for satisfactory Services performed through the date of temporary suspension.

22. Interpretation. This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

24. Time of the Essence. Time is of the essence of this Agreement.

If to City: City Manager
City of Rohnert Park - City Hall
130 Avram Avenue
Rohnert Park, CA 94928

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26. Consultant's Books and Records.

A. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the City and all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

B. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to the City for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

C. The City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in the City Manager's office.

27. Agreement Binding. The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, and subcontractors of both parties.

28. Equal Employment Opportunity. Consultant is an equal opportunity employer and agrees to comply with all applicable state and federal regulations governing equal employment opportunity. Consultant will not discriminate against any employee or applicant for employment because of race, age, sex, creed, color, sexual orientation, marital status or national origin. Consultant will take affirmative action to ensure that applicants are treated during such employment without regard to race, age, sex, creed, color, sexual orientation, marital status, or national origin. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

29. City Not Obligated to Third Parties. The City shall not be obligated or liable for payment hereunder to any party other than the Consultant.

30. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

31. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity,

illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

32. Exhibits. The following exhibits are attached to this Agreement and incorporated herein by this reference:

- A. Exhibit A: Scope of Work and Schedule of Performance
- B. Exhibit B: Compensation
- C. Exhibit C: Insurance Requirements

33. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

34. News Releases/Interviews. All Consultant and subconsultant news releases, media interviews, testimony at hearings and public comment shall be prohibited unless expressly authorized by the City.

35. Applicable Law; Venue. This Agreement shall be construed and interpreted according to California law. In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Sonoma, California.

36. Authority. Each individual executing this Agreement on behalf of one of the parties represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms.

37. STATEMENT OF ECONOMIC INTEREST. If City determines Consultant comes within the definition of Consultant under the Political Reform Act (Government Code §87100), Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with the Clerk of the City of Rohnert Park disclosing Consultant and/or such other person's financial interests.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date first above written.

CITY OF ROHNERT PARK

CONSULTANT

By: _____
City Manager
Date: _____
Per Resolution No. 20__-14 adopted by the Rohnert
Park City Council at its meeting of June 24, 2014.

By: _____
Title: _____
Date: _____

CONSULTANT

By: _____
Title: _____
Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT A

Scope of Work and Schedule of Performance

[to be inserted]

EXHIBIT B

Compensation

[to be inserted]

EXHIBIT C

INSURANCE REQUIREMENTS for Consultant Services Agreement Re: Replacement of City Network Firewall

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$2,000,000 (Two Million Dollars) per occurrence.

Business Auto Coverage on ISO Business Auto Coverage form CA 0001 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$2,000,000 (Two Million Dollars) per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation (if applicable) on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 (One Million Dollars) per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$2,000,000 (Two Million Dollars) per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$2,000,000 (Two Million Dollars) per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the

insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant.

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds the City, its officers, elected officials, employees, agents, and volunteers using standard ISO endorsement No. CG 20 10 or an approved equivalent. If completed operations coverage is excluded, the policy must be endorsed to include such coverage. Consultant also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. The worker's compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, elected officials, employees, agents, and volunteers for losses paid under the terms of this policy which arise from the work performed by the named insured for the City.
4. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
5. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
6. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
7. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
8. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty,

to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

9. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
10. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
11. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
12. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
13. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.
14. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
15. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
16. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

17. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
18. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its officers, elected officials, employees, agents, and volunteers.
19. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
20. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
21. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
22. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
23. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

CERTIFICATE OF CONSULTANT

I HEREBY CERTIFY that I am the _____, and a duly authorized representative of the firm of _____, whose address is _____, and that neither I nor the above firm I here represent has:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit to secure this Agreement.
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

Except as here expressly stated (if any);

I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

“Proposal to Replace the City of Rohnert Park’s Cisco ASA Firewall with a Next Generation Firewall Solution”

PREPARED FOR DAVID ROWLEY

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Executive Summary:

The binary in Lynbrook's logo is the digitized Ethernet Preamble that signals the beginning of all that is Ethernet. Like the Preamble, Lynbrook is involved with everything that begins with Ethernet. We have a profound and focused dedication to technologies such as Firewall Security, Data Center Aggregation/Top of Rack, Service Delivery Based Campus LAN's, Virtualization, NFV, SDN and Storage.

Our core team is a composition of former Engineers from Cisco Systems, CheckPoint, HP Networks, Dell/Force10 and BlueCoat. During our tenures we held various individual contributor and leadership positions while assisting Global 500 Technology, Financial, Enterprise and Higher Education with transformational Application, Network, Security and Storage projects. Many projects resulted in immediate measurable return allowing for accelerated product release, faster time to market and competitive advantage. In order to scale demand and meet timelines, we often co-managed projects with a team of tenured professionals from consulting firms such as Accenture, EDS or Deloitte. Having a shared objective, group goals and commitment to success, we at Lynbrook empirically know the life-cycle & process of how to successfully select impactful business solutions that begin with defined objectives, corporate initiatives and practical serviceability options. As an experienced team we put to work many years of large scale project management, creative technical know-how and relevant problem solving for our clients and technology companies we have chosen as partners.

Lynbrook Expertise:

- Next Generation Firewall Security Design and Architecture
- Data Center Design, Activation & Optimization
- Identity Control, NAC and Policy Enforcement
- SDN, NFV and FlowBased integration



- Business Continuance & Serviceability Plans
- Global Virtual Site & Colocation
- VM backup, Log management and virtual chamber administration
- VoIP, Mobility, Presence and Wireless integration
- Problem Isolation, Capture, Root Cause and Failure Analysis Services

Lynbrook's Professional Experience:

Lynbrook provides Palo Alto Networks clients with Next Generation Firewall and Policy activation services. Specifically, Lynbrook takes a lead role and co-manages the entire process from discovery to delivery and remains involved throughout the product lifecycle. We start early and involve Palo Alto's Principal Engineers, Systems Engineers, Product Management and Sales Management. Our Palo Alto deployments have ranged in size and complexity that allow our clients to quickly address incremental growth or strategic expansion across a multitude of operating environments each with its own set of security requirements.

Our approach:

As a Palo Alto Partner, we provide clients deep level engineering services and conduct a thorough design investigation for all areas of the network. We start by garnering a key understanding of the project requirements with the objective of incorporating associated Service Level and availability requirements into our infrastructure design recommendations. Often this includes assessing all parts of the solutions including extensive collaboration with our clients' staff to assess all functional areas.

Our team is composed of Engineers/Architects who each have over 15 years of FW/Security design, activation and migration experience. Each member of our team has dealt in all facets of delivery and



problem solving as it relates Security. Collectively, current and past tenure, we have spent thousands of hours in planning and implementation with technical staff and stakeholders from SanDisk, Synopsys, ByteMobile, FireEye, Citrix, Stanford, City of Pleasanton, Affymetrix and Equinix to name a few.

Model Recommendation

PA-500 and PA-3020

Our proposed Platform for City of Rohnert Park is an HA pair of PA3020 devices from Palo Alto

Networks. Core feature sets and functionality is the same across all Palo Alto Networks devices but we have chosen the PA3020 based on performance capabilities. We do believe that a smaller PA500 device would have the performance throughput to support City of Rohnert Park now and likely for the near future as well, but due to the easy availability / low expense of Internet Throughput, the PA3020 would give the City of Rohnert Park the ability to grow to a full 1G throughput with all IPS features enabled.

Palo Alto Networks Model Benefits:

1. Identify and control applications on any port
2. Identify and control circumventors
3. Decrypt outbound SSL and control SSH
4. Provide application function control
5. Systematically manage unknown traffic
6. Scan for viruses and malware in all applications, on all ports
7. Enable the same application visibility and control for all users and devices



8. Simplified & intuitive security with the addition of application control
9. Zero performance degradation with application control fully activated
10. Support the exact same firewall functions in both a hardware and virtualized form factor

Transition, Configuration, Support Plan and Costs:

(Please note that FW migration is a fee based service and requires a separate SOW)

Transition:

Making the transition from a traditional port-based firewall to the next-generation firewall is a straightforward process through Firewall Migration Service. With a combination of tools, expertise and best practices, Palo Alto Networks® will help analyze your existing environment, migrate policies and firewall settings to the next-generation firewall, and assist with the transition and cutover.

In addition, Lynbrook will utilize the Migration Tool (2.0) specifically developed to streamline the process. The Migration Tool supports port-based rules, NAT rules, and objects from Cisco ASA/PIX/FWSM Cisco ASA/PIX/FWSM.

Configuration

The firewall audit is a vital step in which Lynbrook will analyze the existing configuration to determine which policies and objects should be migrated to the new firewall. Over time, security rules and objects are frequently added to the firewall resulting in a steady growth of the firewall configuration. The goal of the audit is to identify and remove unused, duplicate, or overlapping policies and objects that would not need to be migrated to the new firewall.

In addition, the Lynbrook will also validate the implementation of next-generation firewall functionality and provide recommendations on how to maximize such features as:



- App-ID
- User-ID
- Content-ID
- Global Protect

In collaboration with Palo Alto Networks this proven process will ensure safe enablement of Palo Alto Networks App-ID features.

- Audit and analyze current 3rd party firewall vendor configuration.
- Migration of configuration to convert 3rd party port-based rules into PAN port-based rules
- Conversion of port-based rules into Palo Alto Networks App-ID rules.
- Production cutover.
- Post conversion audit, reporting, and best practices.

We will then work with you to monitor the network traffic post migration and validate the Palo Alto Networks configuration meets your needs as well as a complete fine-tuning and optimization of the configuration and features.

Support Plan



SUPPORT PROGRAM SUMMARY

Support Entitlement	Premium Support (4 Hour)*	Premium Support	Standard Support*
Office Hours Availability	M–F, 7am–6pm PT (24x7 for Severity 1)	M–F, 7am–6pm PT (24x7 for Severity 1)	M–F, 7am–6pm PT
4 Hour Hardware Replacement	Yes	N/A	N/A
Advance Replacement Service Next Business Day Ship	N/A	Yes	No
Return and Repair	N/A	No	Yes
Call Response Times			
Severity 1 - Critical	< 1 Hour	< 1 Hour	< 1 Business Hour
Severity 2 - High	< 2 Business Hours	< 2 Business Hours	< 2 Business Hours
Severity 3 - Medium	< 4 Business Hours	< 4 Business Hours	< 4 Business Hours
Severity 4 - Low	< 8 Business Hours	< 8 Business Hours	< 8 Business Hours

*Available in the US only. Additional support programs may be offered by an Authorized Support Center in your region.

Cost:

SEE NEXT SECTION:



Five Year TCO, Maintenance and Subscriptions.

Threat, URL and Premium Service

HW/Subscriptions/Service:		
*Threat prevention subscription HA pair, PA-3020		
*PANDB URL filtering subscription HA pair, PA-3020		
*Premium support year 1, PA-3020 for 2 units		
Total Cost per Year & 5 YR TCO		
Year1	HW/Sub/Support	\$ 31,897.60
Year2	Sub/Support	\$ 11,177.60
Year3	Sub/Support	\$ 11,177.60
Year4	Sub/Support	\$ 11,177.60
Year5	Sub/Support	\$ 11,177.60
5Year TCO		\$ 76,608.00

Performance and Functionality Assurance Overview:

Palo Alto Networks FW can provide all the port/protocol based filtering and firewall functionality of the current ASA's including the filtering of traffic based on specific ports and protocols, VPN functionality including both SSL and IPSEC.





Quotation: 18182.2
Main: 408 834 7814
Fax: 877 603 4098

1871 The Alameda #110 San Jose, CA 95126

Prepared for:
David Rowley
 City of Rohnert Park
 130 Avram Ave
 Rohnert Park, CA 94928

Date: 6/11/2014
Expires: 7/11/2014

Project: Firewall Refresh						
SALES		CUST ID		COMMENTS		NEEDED BY
LYNBROOK		LINE001		FREIGHT AND TAX NOT INCLUDED		6/30/2014
LN	QTY	PART NUMBER		DESCRIPTION	UNIT AMOUNT	EXT. AMOUNT
1	2	PAN-PA-3020		Palo Alto Networks PA-3020	\$ 10,360.00	\$ 20,720.00
2	2	PAN-PA-3020-TP-HA2		Threat prevention subscription for devices in HA pair, PA-3020	\$ 1,764.00	\$ 3,528.00
3	2	PAN-PA-3020-URL4-HA2		PANDB URL filtering subscription for devices in HA pair, PA-3020	\$ 1,764.00	\$ 3,528.00
4	2	PAN-SVC-PREM-3020		Premium support year 1, PA-3020	\$ 2,060.80	\$ 4,121.60
5	30	LYNBROOK-1HR-SERVICE		PROFESSIONAL SERVICES -- DESIGN, CONVERSION, CONFIGURATION, ACTIVATION	\$ 190.00	\$ 5,700.00
DISCLOSURE						
Pricing in this quotation is valid only for 30 days for the specific products and services set forth above. This quotation incorporates only those terms of Lynbrook's accepted purchase orders that relate to the prices or quantities of the products, herein. Lynbrook's failure to object to any term or condition contained herien and in any communication shall not be deemed as a waiver. Terms based on approval.						
SUBTOTAL:					\$	37,597.60
FREIGHT:					\$	-
TAX:					\$	-
TOTAL:					\$	37,597.60



1871 The Alameda #110 San Jose, CA 95126

Prepared for:
David Rowley
 City of Rohnert Park
 130 Avram Ave
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Exhibit B to Agreement

Project: Firewall Refresh						
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SUBTOTAL:					\$	37,597.60
FREIGHT:					\$	-
TAX:					\$	-
TOTAL:					\$	37,597.60



City of Rohnert Park Security Assessment Report

**Prepared for:
City of Rohnert Park**

**Friday, May 31, 2013
Version 1.3**

Bear Data Solutions, Inc.
138 Charcot Ave.
San Jose, CA 95131
Tel: 800.718.BEAR
www.bdata.com

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Overview

Project Overview

The City of Rohnert Park engaged Bear Data Solutions to perform a security assessment of currently deployed Cisco ASA firewalls to validate the current security configuration, identify potential gaps, and develop security recommendations for future-looking enhancements and capabilities to support emerging client requirements and goals.

Project Breakdown

The project was initiated on 22 May 2013 and the following tasks were conducted to analyze the existing security posture of the internet-facing firewalls:

- Configuration Review
- Best Practices Analysis
- Configuration Detail Review with Client subject matter experts (SME)
- Emerging Requirements Evaluation / Technology RoadMap Discussion

The configuration review was conducted based on the ASA configurations provided by City of Rohnert Park staff. The configurations were validated to ensure that high-availability configuration was properly synchronized in addition to security posture analysis.

Best practices analysis was conducted using guidance from open standards organizations including CIS (Center for Internet Security), NIST (National Institute of Science and Technology), as well as manufacturer guidance for implementation.

The configuration detail review was conducted via WebEx to further review and discuss the purposes of various configuration elements which were not immediately apparent from the configuration analysis. Attendees for this meeting were as follows:

- Michael Perreault, CISSP - Bear Data Solutions Senior Security Architect
- David Rowley - I.T. Operations Manager - City of Rohnert Park
- Network Engineer - City of Rohnert Park

Further discussion points were focused on emerging requirements and technical advances in the security space which have become prevalent since the deployment of the existing ASA firewall systems. At a high level this discussion was centered on next-generation firewall capabilities, gateway or unified threat management (UTM), and simplified secure client access via client-based and client-less technologies.

Findings

Technical Findings

During the configuration review, a number of items were flagged as being outside of best practices which should be evaluated and addressed as part of a security remediation action based on this report. The following findings are rated according to risk ascending from low - medium - high - critical . Findings which have no security impact are rated as informational.

Description of Finding	Risk Level	Recommended Remediation Action
ASA is currently running version 7.2(1) with and ASDM version of 5.2(1). Newer code versions have been released which improve functionality and overall security.	Medium	The ASA should be upgraded to 9.1(2) and the ASDM should be upgraded to 7.1(3) which are the current code releases at the time of this report.
The insecure telnet protocol is used for management of the ASA system. This protocol is unencrypted and management passwords may be detected by a malicious user. As most management activities are conducted via the ASDM, which is secure, this finding is is deprecated from high to medium.	Medium	It is recommended that secure protocols be used for terminal management of this system (SSH). Access to telnet services should at a minimum be restricted to the management network 172.18.4.0/24
A number of communications rules for certain applications are configured to be IP address to IP address and all traffic between these systems is accepted.	Low	Where possible, it is recommended to identify the specific protocols used by client applications and to restrict traffic to that which is specifically required for business operations.
Dynamic routing protocol OSPF is enabled but not configured. Best practice for firewalls is that they not participate in dynamic routing as updates may lead to a situation where networks become exposed as a result of misconfiguration or malicious activity.	Low	The risk of this finding is low as OSPF is not configured and as such is not participating in dynamic routing. For purposes of configuration management and change control, this feature should be disabled across all interfaces.
Due to a recent migration from one ISP (internet service provider) to another, a number of legacy rules exist in the configuration.	Informational	Inactive legacy rules should be deleted from the rule-base as they are no longer needed.
Due to a recent migration from one ISP (internet service provider) to another, a number of legacy NAT (network address translations) exist in the configuration.	Informational	Legacy NAT definitions should be deleted where they are no longer required.

Technology Overview

Over the past half-decade, next-generation firewalls have been a revolutionary emerging technology that is disrupting traditional perimeter firewall architecture. These new and emerging firewalls have the capability of performing more comprehensive packet inspection than traditional firewalls and the ability to make intelligent decisions according to more granular policy elements. This has provided many organizations with the ability to more accurately align their security policies with firewall rulesets and gain insight into their traffic patterns, bandwidth utilizations, and user behaviors from a single point of management. With the emergence of UTM (Unified Threat Management) firewall platforms, it is possible to aggregate the features and functions of other traditionally independent network security platforms such as Anti-Virus Gateways, Spam Gateways, and IDS/IPS (Intrusion Detection / Prevention Systems).

Technology Requirements

Based on emerging goals and requirements the following features and functionalities have been identified which provide expanded capabilities and security controls for possible gateway security replacement devices:

- Potential solution should have the capability to analyze bandwidth usage.
- Potential solution must be highly available
- Potential solution should have UTM (unified threat management) capabilities to include the following:
 - IDS / IPS
 - Application classification and layer 7 security controls
 - Gateway threat mitigation
- Potential solution must have at least 20Mb/s throughput
- Potential solution should have the ability to support up to 50 VPN users.

Conclusion

Summary

The overall deployment of the security gateways in the City of Rohnert Park environment follows many best practices as defined by guidance from open and manufacturer deployment guidelines. Certain elements of the configuration should be modified to improve the overall functionality and security posture of the perimeter devices as defined in the technical findings in this report.

In discussion with City of Rohnert Park technical representatives, a number of requirements have been identified which are aligned with next generation firewall capabilities. It is important to note that these features and functions were not available when the current firewalls were procured and implemented in 2007. Since this time, there have been significant advances in perimeter security systems and based on the security goals of the technical team, it is recommended that these systems be upgraded to a next generation firewall platform as resources allow.