

RESOLUTION NO. 11480

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH MID-VALLEY IT TO PROVIDE IT MANAGEMENT SERVICES AT A MONTHLY COST OF \$33,900 FOR A SIX MONTH PERIOD

WHEREAS, the City Council adopted cost saving measures at its September 23, 2025 City Council meeting that resulted in the elimination of IT personnel; and

WHEREAS, these reductions are anticipated to create overall savings of \$812,443; and

WHEREAS, the City needs some IT management services that will conduct a full system audit as well as provide regular IT management services to the City; and

WHEREAS, it is anticipated that the agreement with Mid-Valley IT will produce about \$80,000 in annual cost savings; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom authorizes the City Manager to execute and agreement with Mid-Valley IT to provide IT Management Services to the City of Folsom for a six-month period at a cost of \$33,900 per month with the option to extend on a month-to-month basis if needed (see Exhibit A).

PASSED AND ADOPTED this 14th day of October, 2025, by the following roll-call vote:

AYES: Councilmember(s):
NOES: Councilmember(s):
ABSENT: Councilmember(s):
ABSTAIN: Councilmember(s):

Sarah Aquino, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

EXHIBIT A

MID VALLEY IT MANAGEMENT AND SUPPORT AGREEMENT



IT MANAGEMENT AND SUPPORT AGREEMENT

*The way **IT** should be*

800.931.2043
www.midvalleyit.com

767 E Yosemite Ave
Merced, CA 95348

Thank You



Thank you for considering our proposal for your IT Management and Support services. We are pleased to present the following distinct advantages associated with our contract:

Inventory Flexibility: There will be no increase in your monthly rate when you add more supported equipment until your annual inventory audit.

Local Service: With our offices strategically located in Merced and Stockton, we are positioned to respond promptly to all of your support requirements.

Enterprise Tools: Our agreements include access to a comprehensive suite of software tools designed to proactively monitor and safeguard your environment around the clock.

Staff Management: Oversee and streamline the city's current IT staff operations to enhance efficiency, optimize resources, and align services with modern technology standards.

IT Audit: A full audit of the organization's technology environment to gain a clear understanding of existing systems, identify necessary changes and their justifications, and recognize what is currently functioning well.

KEY CONTACTS

Tom Leach
Owner/Partner

Cullen Byrne
Principal Consultant

Joy Alexander
Director of Sales

Corri Silveira
Director of Engineering

Brandon Birmingham
Senior Engineer

The way **IT** should be

800.931.2043
www.midvalleyit.com

767 E Yosemite Ave
Merced, CA 95348

TOOLS FOR SUCCESS



REMOTE SUPPORT

This agreement includes overflow remote support from our internal Network Operations Center (NOC) during business hours.

Composed of highly skilled engineers, the NOC specializes in quickly and efficiently resolving a wide range of issues.

ON-SITE SUPPORT

This agreement includes overflow on-site support from our field engineer team during business hours.

Customer will also have both management and technical resources available to them throughout the agreement.



STRATEGIC TECHNOLOGY PLANNING

This agreement includes the creation of inventory, capital replacement plans, yearly budgets, project management, and network documentation.

Every document prepared under this contract is property of the customer.

ENTERPRISE TOOLS

This agreement includes enterprise level monitoring software and Open DNS.

Optional additional services are available upon request, including but not limited to, EDR and SIEM software, Security Awareness Training, and Off-site Backup.

*The way **IT** should be*

800.931.2043
www.midvalleyit.com

767 E Yosemite Ave
Merced, CA 95348



PEACE OF MIND WITH DATA BACKUP

How much is your data worth?

THE CHALLENGE

Your business data serves as the lifeblood of your organization, and the volume you are collecting and storing continues to expand rapidly.

Consider the ramifications of losing a day's worth of data, a week's worth, or even an entire year's data due to insufficient or infrequent backup procedures. What would be the consequences? Would recovery be feasible?

THE SOLUTION

Fully Managed System means that we monitor your assets to ensure they are always functional and up-to-date, and will respond quickly to any issues that may arise.

Delta Level Technology eliminates the need for complete backups; significantly minimizing backup duration, storage requirements, network traffic, and the overall workload on your computers.

Recover Your Data to Dissimilar Hardware; meaning you can perform a bare metal restore of your data to other hardware.

Supreme Flexibility in data recovery from a full restore to retrieving a single file.



*The way **IT** should be*

800.931.2043
www.midvalleyit.com

767 E Yosemite Ave
Merced, CA 95348



A FEW OF OUR VALUED CLIENTS

These organizations trust us as their dedicated IT Managed Service Provider and have kindly shared their letters of recommendation. Here are some quotes from those letters:



City of
Livingston
California

"[Mid Valley IT is] very efficient and provide valuable direction on future projects"

Chris Soria
Chief of Police



City of
Los Banos
At the Crossroads of California

"[Mid Valley IT's] staff is knowledgeable, friendly, and quick to respond. They have never failed to complete a requested job task or project."

Sonya Williams
Finance Director



City of
Gustine
CALIFORNIA

"[Mid Valley IT is] an outstanding organization [in] that they ensure that all expenditures are in the best interest of the city."

Douglas Dunford
City Manager



"Mid Valley IT does not only wait for problems to arise, they are forward-thinking and they bring forth areas of their own where they feel we can plan and improve."

Dr. Bryan Ballenger
Superintendent



CITY OF
Newman
CALIFORNIA

"Mid Valley IT not only addresses issues and problems that arise but they also do an excellent job of helping us evaluate new technologies and systems, plan for the future and attain our organization's technological goals."

Mike Maier
City Clerk

The way **IT** should be

800.931.2043
www.midvalleyit.com

767 E Yosemite Ave
Merced, CA 95348

PROJECT SERVICES

RATES AND FEES



"Any sufficiently advanced technology is indistinguishable from **magic**."
Arthur C. Clarke

<u>Service Type</u>	<u>Non-Agreement</u>	<u>Agreement</u>
Forensics	\$300/hr	\$275/hr
Design/Consult	\$275/hr	\$250/hr
Senior Level Engineer	\$250/hr	\$235/hr
Engineer	\$195/hr	\$175/hr
After-hours*	Projects Only	1.5x standard rate
Holiday hours**	Projects Only	2x standard rate

*After-hours support times are Monday through Friday 5:00 pm to 8:00 am and all day Saturday.

**Holiday hours include national holidays and Sunday.

The way **IT** should be

800.931.2043
www.midvalleyit.com

767 E Yosemite Ave
 Merced, CA 95348

IT MANAGEMENT AND SUPPORT AGREEMENT



A. Mid Valley IT gives said support agreement Client a guaranteed response time of 4 hours for all emergency service calls. An emergency is identified as either 50% or more network down or critical application failure. Any other service request may be upgraded to an emergency classification at a cost of \$300.00.

B. Travel is included as part of this agreement.

C. This agreement will run for an initial term of six (6) months. After the initial term, it will automatically continue on a month-to-month basis. Either party may cancel the agreement after initial term by providing thirty (30) days' written notice along with the reason for cancellation. Upon cancellation, all unpaid service fees will become immediately due and payable.

D. Every document prepared under this contract is the exclusive property of the Client. No information prepared under this contract may be made available to any individual or organization without the Client's prior approval.

E. Client shall indemnify and hold harmless the contractor, its officers, officials, employees, agents and volunteers from and against all liabilities, claims, damages, losses, and expenses, herein, caused in whole or in part by any negligent act or omission of the Contractor, its consultants, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the Contractor.

F. Contractor shall indemnify and hold harmless the Client, its officers, officials, employees, agents and volunteers from and against all liabilities, claims, damages, losses, and expenses, herein, caused in whole or in part by any negligent act or omission of the Client, its consultants, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the Client.

The way **IT** should be

IT MANAGEMENT AND SUPPORT AGREEMENT CONT.



G. Under no circumstance is Contractor responsible for damages resulting from data loss, work interruptions, or system failures / crashes related to the Client's system, servers, computers, mobile device, or other electronic systems. Contractor is not responsible for failure of the backup system due to physical failure, or omission of data from the backup job. It is the Client's sole responsibility to notify the Contractor if a litigation hold is in place on any of the Client's systems and to verify the proper operation and configuration of the backup systems.

H. Neither party shall be held liable for any delay or failure in performance of all or a portion of the Services of any part of this Agreement from any cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts affecting facilities other than facilities of a kind commonly protected by redundant power systems, unless such redundant power systems are also affected by any Force Majeure condition, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

I. During the term of this Agreement and for a 2-year period after any termination of this Agreement, Client, will not, without the prior written consent of Mid Valley IT, either directly or indirectly, on Client's own behalf or in the service or on behalf of others, solicit, divert or hire away any person employed by Mid Valley IT or any customer of Mid Valley IT.

J. Every 12 months, following the start date of this agreement, a cost-of-living increase shall be applied at the SSA published COLA rate plus 1%.

K. Invoices are due and payable by the 1st of the month receiving support. Once an invoice reaches 30 days past due, Client shall be placed on a support hold until payment arrangements have been approved.

The way **IT** should be

IT MANAGEMENT AND SUPPORT AGREEMENT CONT.



L. MISCELLANEOUS PROVISIONS

- a. Waiver. The Client's waiver of a breach of term is not deemed a waiver of any subsequent breach of the same term.
- b. Cost of Litigation. If legal action is necessary to enforce this contract, the prevailing party is entitled to receive all costs and expense including reasonable attorney's fees and costs of arbitration or litigation.
- c. Entire Contract. This document, together with the attachments, is the entire contract. Any modification must be in writing and signed by the parties.
- d. This contract shall bind and inure to the benefit of the heirs, successors, and assigns of the parties; however, Contractor shall not subcontract or assign this contract without the prior written consent of the Client.
- e. If the Contractor is compelled to provide testimony or otherwise appear for matters (subpoenas, depositions or similar) related to the Client, Client is responsible for paying Contractor's rate (including travel) of \$500.00 per hour.

M. Any new equipment installed into the Client's environment shall incur a labor fee for installation. Mid Valley IT shall notify client, and quote, any work that may require additional labor prior to any work being completed. Client reserves the right to either approve or decline any quote at their discretion.

This agreement shall commence on the date signed and run for six (6) months. This agreement shall supersede all other agreements (either written or verbal) and shall be the document referenced for the support guidelines for the above client. Once the term has been reached, this agreement shall auto-renew on a monthly basis until such time as written notice is given for either cancellation or term changes.

The way **IT** should be



Quotation

Mid Valley IT
 767 E Yosemite Ave
 Merced, CA 95340

Date: 10/8/2025
Reference: 61393-1
Valid until: 11/7/2025
For: Bryan Whitemyer
 City of Folsom

Description	Quantity	Unit Price	Tax	Price
<p>IT Audit Mid Valley IT will perform an analysis of the current IT operations at the City and produce a report detailing its findings, and if applicable, suggestions for aligning IT operations with standard industry's best practices. The analysis will be approached in an open and collaborative manner that involves IT staff and City Management in the process. The outcome of the process will be a document produced that can be used to provide reinforcement for the city's current and future technology plans and will contain strategies for getting the most benefit from the city's current technology investments.</p> <p>The analysis will cover several different areas within the IT Department including resource utilization, operations, budgeting, long term planning and alignment with organizational objectives. During the analysis key staff in the city, including the staff of the IT Department will be interviewed and a tour / overview of the city's technology programs at each of the main worksites will be taken. The analysis will also look at the culture of the organization both within IT and the city at large in their approach to technology. In terms of the questions asked, emphasis will be placed on current operational methods and understanding the benefits and challenges experienced by both users and IT staff in the adoption and use of technology. It's important to note that when talking with staff the analysis will focus equally on what works well, and what doesn't.</p> <p>Mid Valley IT understands the city's technology, especially in the public safety areas, is extremely sensitive and great care will be taken to work with IT staff to ensure that any questions asked or data reviewed is handled appropriately. No data, beyond simple notes taken during the analysis process, will be taken off site. To further allay fears, Mid Valley IT will submit staff to a Live Scan background check if requested to do so by the city. All Mid Valley IT Staff are already Live Scanned and background checked as part of our hiring process.</p> <p>At the conclusion of the analysis a findings document will be generated that includes comments about the city's technology program, and if applicable, ideas that might improve the cities technology program. The findings document will be high level in nature and address the city's technology at a macro level. The findings document will be presented to the City Manager and can include multiple presentations to other stakeholder groups as well.</p>	1	\$0.00	\$0.00	\$0.00
<p>Monthly Services - Full IT Management of Environment and Staff - Overflow Remote Support - Overflow On-Site Support - IT Consulting - Yearly Budgeting - 5 Year Technology Planning</p>	1	\$30,250.00	\$0.00	\$30,250.00
<p>Enterprise Tools and Software - Desktop Monitoring Software - Server Monitoring Software - Remote Access Software - Open DNS Software</p>	1	\$3,650.00	\$0.00	\$3,650.00

Sub-total	\$33,900.00
Sales tax	\$0.00
TOTAL	\$33,900.00

This quotation is presented to the customer above on the date created, and is valid until the quotation expiry date. All prices quoted were correct at the time of quotation creation, and are subject to change due to supply. Any questions regarding your quotation, please speak with your representative. To accept this quotation, in whole or in part, please reply to the sender with your wishes, specifying a valid purchase order number, where possible. Thank you for your business. It is very much appreciated.

Please see below notes relating to this proposal:

Mid Valley IT

Signature: 

Name: Tom Leach

City of Folsom

Signature:

Name:

Email: