

City of Grass Valley
JOB DESCRIPTION



Information Technology Manager

Department: Information Technology

FSLA Status: Exempt

Reports To: City Manager/designee; Other

Unit: Contract (At Will)

SUMMARY OF JOB PURPOSE *Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.*

Under general direction, the Information Technology (IT) Manager plans, organizes, administers, and coordinates the City's information technology operations. This includes overseeing IT systems, infrastructure, and staff to ensure alignment with organizational goals and compliance with regulatory standards. This position serves as a technical advisor and strategic planner for the City's IT needs and performs other duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

The IT Manager operates under the general direction of the City Manager as the primary supervisor or his/her designee. Collaboration with other department directors is expected to ensure alignment with City-wide goals. The IT Manager exercises supervision over professional, technical, and administrative staff.

ESSENTIAL FUNCTIONS

The functions may include, but are not limited to, the following:

Administration

- Plans, manages, and oversees daily operations of the IT Department, ensuring alignment with City priorities.
- Develops and implements IT goals, objectives, policies, and procedures.
- Oversees budgeting, procurement, and resource allocation for IT operations.

This job description indicates in general the nature and levels of work, skills, abilities, and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties, or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required. The City of Grass Valley is an

EQUAL OPPORTUNITY EMPLOYER

Revision 01/2025

Page 1 of 4

City of Grass Valley
JOB DESCRIPTION



Information Technology Manager

- Ensures compliance with standards, including PCI and CJIS regulations, and develops disaster recovery and business continuity plans.
- Prepare clear and concise technical documentation, information technology policies and procedures, staff reports, and other written materials.

Operations

- Manages and oversees the City's IT infrastructure, including servers, networks, telecommunications, and software.
- Oversees the security of IT systems and leads responses to cyber threats and incidents.
- Coordinates installation, maintenance, and upgrades for IT systems.
- Provides technical guidance and support to City departments.
- Maintain a high level of integrity and confidentiality when dealing with sensitive and confidential information and issues.

Supervision

- Selects, trains, mentors, and evaluates IT staff, ensuring alignment with departmental goals.
- Directs work priorities and ensures timely completion of projects.
- Conducts performance reviews and recommends actions regarding staff development.

Strategic Planning

- Advises City leadership on IT initiatives and emerging technologies.
- Prepares and executes short- and long-term IT strategic plans.
- Conducts risk assessments to identify vulnerabilities and mitigate threats.

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EQUAL OPPORTUNITY EMPLOYER

Revision 01/2025

Page 2 of 4

City of Grass Valley
JOB DESCRIPTION



Information Technology Manager

KNOWLEDGE AND ABILITIES

Knowledge of:

- IT infrastructure, cybersecurity, and network systems.
- Disaster recovery planning and business continuity strategies.
- Applicable federal, state, and local laws related to IT operations.
- Principles of employee supervision and management.
- Budget preparation and contract administration.

Ability to:

- Plan, organize, and oversee IT operations effectively.
- Lead and motivate a team of professionals.
- Develop and enforce IT policies and procedures.
- Communicate technical information to non-technical audiences clearly.
- Analyze and solve complex technical and administrative issues.

PHYSICAL REQUIREMENTS

- Must be able to work in an office environment with occasional site visits.
- Ability to sit for extended periods and lift up to 40 pounds with assistance.

EDUCATION AND EXPERIENCE

Education:

- Equivalent to a bachelor's degree in computer science, management information systems, or a related field.

Experience:

- Seven (7) years of progressively responsible IT experience, including three (3) years in a supervisory role.

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EQUAL OPPORTUNITY EMPLOYER

Revision 01/2025

Page 3 of 4

City of Grass Valley
JOB DESCRIPTION



Information Technology Manager

CERTIFICATES, LICENSES, AND REGISTRATIONS

- Possession of an appropriate valid driver's license to be maintained throughout employment.
- Must submit to fingerprinting.
- Must obtain CJIS certification within six (6) months of hire or promotion date.
- May require successful completion of a polygraph examination.
- Relevant certifications (e.g., CompTIA Network+, Microsoft Certified: Azure Administrator, Cisco CCNA) are desirable.

GENERAL

The City reserves the right to revise or change classification duties and responsibilities as the need arises. This description does not constitute a written or implied contract of employment.

This job description indicates in general the nature and levels of work, skills, abilities, and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties, or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required. The City of Grass Valley is an

EQUAL OPPORTUNITY EMPLOYER

Revision 01/2025

Page 4 of 4

**EMPLOYMENT AGREEMENT BETWEEN THE CITY OF GRASS VALLEY
AND BRADFORD KALSTEIN
INFORMATION TECHNOLOGY MANAGER**

1. Effective Date

This Agreement shall become effective when it has been executed by Bradford Kalstein, hereinafter referred to as “Information Technology Manager” or “Employee,” and the City Manager, as duly authorized by Resolution of the City Council, has executed it.

2. Term of Employment

Information Technology Manager shall serve at the pleasure of the City Manager and on an “at will” basis during the term of this Agreement, subject to the terms and provisions of this Agreement as set forth below.

3. Duties; Hours of Work

A. Information Technology Manager shall perform those functions and duties as specified in job classification and by direction of the City Manager. Information Technology Manager shall perform such duties in accordance with the highest professional and ethical standards of the Information Technology Manager position. Information Technology Manager shall not engage in any activity that is, or which may become, incompatible with employment by the City of Grass Valley, as provided by federal, state, and local law. During the term of this Agreement, Information Technology Manager shall be exclusively employed by the City, unless prior written authorization otherwise is received from the City Manager.

B. Information Technology Manager shall maintain a regular work schedule consistent with that approved for other-management employees of the City. Information Technology Manager’s duties may involve expenditures of time in excess of eight (8) hours per day and/or forty (40) hours per week and may also include time outside normal office hours such as attendance at City Council and Commission meetings. Information Technology Manager shall not be entitled to additional compensation for this time.

4. Compensation

A. Information Technology Manager shall receive an annual base salary of \$150,000.00, payable in equal bi-weekly payments to be made at the same time as other employees are paid.

B. Information Technology Manager’s compensation shall be reviewed with the City Manager and/or their designee at least annually in connection with the annual review or at any other times as may be determined by the City Manager. Compensation may be increased as determined by the City Manager within the salary range (Compensation and Benefits - Appendix A) for the Information Technology Manager.

C. Salary may be reduced in the event Information Technology Manager receives an unsatisfactory evaluation, either at the annual evaluation or at any additional evaluation completed by the City Manager and/or their designee. Compensation may be reduced as determined by the City Manager within the salary range (Compensation and Benefits - Appendix A) for the Information Technology Manager.

D. As consideration for the annual opportunity to be considered for increased compensation pursuant to sub-paragraph B above, Employee specifically waives any right to a 4/5 vote of the City Council prior to removal from his or her employment, as may be provided under City Charter Article IX, Section 2. Employee acknowledges that the City Manager is the appointing authority and may also remove Employee from this position without action of the City Council and that this promise is intended to be binding should she be promoted into a Director position during her employment by the City.

5. Health Insurance

The City shall pay the full premium for health insurance for the Information Technology Manager, including their dependents, for health coverage (medical, dental, and vision) benefit options as provided to other employees.

Employees waiving medical insurance coverage shall receive two hundred fifty dollars (\$250) per month less the costs of any elected dental or vision insurance per month. Employees waiving health care coverage must produce evidence of insurance through another source. Any payment due Employees for waiving medical insurance coverage shall be paid in a lump sum once per month and shall be considered taxable compensation; however, such compensation is not PERSable.

6. Annual Leave

Information Technology Manager shall receive vacation benefits equal to those of Department Heads, as set forth in the “Compensation and Benefits - Appendix A”. Information Technology Manager may cash out up to four weeks of Annual Leave and/or vacation each Calendar Year upon City Manager’s prior approval and consistent with Internal Revenue Service rules governing constructive receipt. Vacation and/or Annual Leave time cashed out pursuant to this provision shall be subtracted from the accumulated Vacation and/or Annual Leave balances when paid.

7. Retirement

Employees designated as local public safety (Police) “classic” employees by the City are currently provided retirement benefits under the Public Employee’s Retirement System’s Local Safety (Police) 3% at age 50 formula with a 9% employee contribution. Employees are also provided retirement benefits under Social Security.

“Classic” public safety (Police) designated employees will pay a pre-tax contribution for retirement for the employee share under CalPERS retirement plan of 9%. The employee shall pay the full amount of the employee’s contribution rate to Social Security.

Employees designated as local public safety (Fire) “classic” employees by the City are provided retirement benefits under the Public Employees Retirement System’s (PERS) Local Public Safety (Fire) 3% at 55 formula. Employees are also provided retirement benefits under Social Security.

“Classic” public safety (Fire) designated employees will pay a pre-tax contribution for retirement for the employee share under CalPERS retirement plan of 9%. The employee shall pay the full amount of the employee’s contribution rate to Social Security.

New public safety employees hired after January 1, 2013 or “Non Classic” public safety (Fire or Police) designated employees, upon placement in a full-time employment status shall have the PERS 2.7% @ 57 formula, as provided by the terms of the contract in effect between the City and PERS. The employee contribution rate shall be 50 percent of the “normal cost” rounded to the nearest quarter of 1 percent, as determined by PERS.

Miscellaneous employees who are considered “classic” members by PERS will be responsible for paying the full employee contribution to the California Employees Retirement System, which is currently 8%. Miscellaneous employees who are considered “new” members by PERS will be responsible for paying 50 percent of the “normal cost” pursuant to the Pension Reform Act of 2013. The employee shall pay the full amount of the employee’s contribution rate to Social Security.

8. Deferred Compensation

Under this contract, City will deposit to Information Technology Manager’s deferred compensation account via payroll a performance bonus contribution of up to \$4,000 annually.

The City’s contribution amount shall be based upon job performance and be dependent upon receipt of Information Technology Manager’s performance evaluation. The City’s contribution amount shall be determined in the sole discretion of the City Manager and may be less than \$4,000.

In the event this agreement terminates or is not renewed, Information Technology Manager shall be entitled to retain the amount of deferred compensation accumulated as of the date of termination or non-renewal.

After such time as Information Technology Manager resigns or is terminated, City shall transfer ownership of any deferred amount on deposit in a deferred compensation plan to succeeding employers upon Information Technology Manager’s written request.

9. Annual Performance Evaluation

The City Manager and/or their designee shall evaluate Information Technology Manager’s performance at least once annually. The City Manager and/or their designee and Information Technology Manager shall annually develop mutually agreeable performance goals and criteria which the City Manager and/or their designee shall use in reviewing Information Technology Manager’s performance in the following year. It shall be Information Technology Manager’s responsibility to initiate this review each year.

10. Indemnification

City shall defend, hold harmless and indemnify Information Technology Manager against any claim, demand, judgment, or action of any type or kind arising within the course and scope of Information Technology Manager’s employment to the extent required by

Government Code Sections 825 and 995. Notwithstanding anything to the contrary in this section, pursuant to Government Code Section 53243.1, if the City provides funds for the legal criminal defense of Employee, any funds provided for that purpose shall be fully reimbursed by Employee to the City if Employee is convicted of a crime involving an abuse of office or position. Employee recognizes that City shall have the right to compromise and settle all actions or proceedings in which City is providing Employee a defense, even if Employee objects to such compromise or settlement.

11. Other Terms and Conditions of Employment

A. The City Council may from time to time fix other terms and conditions of employment relating to the performance of Information Technology Manager, provided such terms and conditions are not inconsistent with or in conflict with the provision of this Agreement, the Grass Valley Charter or Municipal Code as they may be amended hereafter, or other applicable law.

B. The provisions of the City's Civil Service Rules and Regulations ("Rules") shall apply to Information Technology Manager to the extent they explicitly apply to the position of Information Technology Manager, except that if the specific provisions of this Agreement conflict with the Rules, the terms of this Agreement shall prevail. Without limiting the generality of the exception noted in the previous sentence, however, no provision of the Rules or this Agreement shall confer upon Information Technology Manager a property right in his or her employment or a right to be discharged only upon cause. Information Technology Manager is not a member of the competitive / classified service and is an "at will" employee serving at the pleasure of the City Manager and may be dismissed at any time with or without cause, subject only to the provisions of this Agreement. The provisions of Article IX, Section 2, requiring a 4/5 vote of the City Council to remove a Department Head do not apply to this Agreement and are specifically waived by Employee as provided in Section 4(D) of this Agreement. Notwithstanding any other provision of this Agreement, Information Technology Manager shall not violate any policy prohibiting discrimination, harassment, retaliation, workplace violence, or other similar misconduct as set forth in the Rules and in federal, state law, and local law.

C. Information Technology Manager shall be exempt from paid overtime compensation.

12. Termination

A. Information Technology Manager is not part of the competitive (classified) service and therefore is an "at will" employee. As an "at will" employee, Information Technology Manager may be terminated by the City Manager with or without cause, without right of appeal, and without advance notice or City Council action.

B. If Information Technology Manager is terminated by the City Manager without cause, Information Technology Manager after termination will be entitled to up to three months of severance pay at Information Technology Manager's base salary rate plus payment in a lump sum of the following: 1) 100% of any accrued, but unused Personal Leave and vacation leave, if any; and 2) 50% of the value of unused sick leave, if applicable, to the extent not used for PERS Service Credit, if any. Information Technology Manager shall be entitled to severance pay under this subsection only upon execution of a claim waiver and

release of liability. Severance pay, if any, shall be paid monthly until Employee is gainfully employed or the 3-month limit has been reached, whichever is less. Employee shall provide notification of gainful employment to City immediately upon commencing such employment if such employment commences within three months of Employee's termination from City. Notwithstanding anything to the contrary in this subsection, pursuant to Government Code Section 53243.2, if the Agreement is terminated, any cash settlement related to the termination that Employee may receive from City shall be fully reimbursed to City if Employee is convicted of a crime involving an abuse of his or her office or position.

C. If Information Technology Manager is terminated by the City for cause, Information Technology Manager is not entitled to any severance pay whether or not advance notice of termination is provided; however, payment for accrued, unused Personal Leave, sick leave and/or vacation leave, if applicable, shall be paid as provided in subparagraph B above. If Information Technology Manager is terminated for cause, Information Technology Manager must be given notice of the cause and supporting evidence. Information Technology Manager is entitled to meet with the City Manager at which time Information Technology Manager may reply orally and/or in writing to the cause and supporting evidence. The meeting is not an evidentiary hearing. There is no right to appeal the City Manager's decision. The City Manager's decision is final, and nothing in this subsection shall be deemed to impose a "for cause" requirement to terminate Employee's employment with City. The specification of causes for termination below is solely for the purpose of determining whether Employee is entitled to severance pay. For purposes of this Agreement, the term "for cause" shall include, but is not limited to, any of the following:

- (a) use of alcohol or drugs that impedes performance of duties;
- (b) conviction of a felony or misdemeanor involving moral turpitude (a plea or verdict of guilty or a conviction following a plea of nolo contendere is deemed a conviction for this purpose);
- (c) a proven claim of either sexual harassment or abuse of employees in violation of law or adopted City policy;
- (d) failure to maintain licenses and professional certifications required of the Information Technology Manager by the job description;
- (e) willful and repeated failure to carry out the lawful directives or policy decisions of the City Council or City Manager; or
- (f) willful abandonment of the position or continued and unexcused absence from duty.

D. Information Technology Manager may voluntarily terminate his or her employment, by resignation or retirement or some other similar manner, upon at least one month's notice. In this circumstance, Information Technology Manager is not entitled to any severance pay.

E. In the event an Employee dies while employed by the City, his/her beneficiary or those entitled to his/her estate shall be paid for any earned salary and any in lieu payments for personal leave and any banked vacation or sick leave at the rates established in this Agreement to which the Employee is entitled as of the final day on City payroll. City may request appropriate documentation to ensure such persons are beneficiaries or otherwise entitled to participate in Employee's estate.

13. Compliance With Law

This Agreement is subject to all applicable provisions of federal, state, and local laws, including the Grass Valley Municipal Code, except for the application of specific provisions of the City Charter which are waived as set forth herein.

14. General Provisions

- A. This Agreement constitutes the entire agreement between the parties. City and Information Technology Manager hereby acknowledge that they have neither made nor accepted any other promise or obligation with respect to the subject matter of this Agreement.
- B. If any provision or any portion of this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of the Agreement shall be deemed severable and shall not be affected and shall remain in full force and effect.
- C. Any notice to City pursuant to this Agreement shall be given in writing, either by personal service or by registered or certified mail, postage prepaid, addressed as follows:

Tim Kiser, City Manager
City of Grass Valley
125 East Main Street
Grass Valley, CA 95945

Any notice to the Information Technology Manager shall be given in a like manner, and, if mailed, shall be addressed to the Information Technology Manager at the address shown in City's personnel records. For the purpose of determining compliance with any time limit stated in this Agreement, a notice shall be deemed to have duly given (a) on the date of delivery, if served personally, or (b) on the second (2nd) calendar day after mailing, if mailed.

- D. A waiver of any of the terms and conditions of this Agreement shall not be construed as a general waiver and either party shall be free to enforce any term or condition of this Agreement with or without notice to the other notwithstanding any prior waiver of that term or condition.

15. Amendments

This represents the entire agreement between the parties. Amendments to this agreement may be made at such times as approved by the City Manager and Information Technology Manager and shall be in writing.

Dated: _____

Tim Kiser, City Manager

Dated: _____

Bradford Kalstein

Approved as to form:

Dated: _____

Michael G. Colantuono, City Attorney

City of Grass Valley
JOB DESCRIPTION



Information Technology Analyst I
Information Technology Analyst II

Department: Information Technology

FSLA Status: Exempt

Reports To: Information Technology Manager

Unit 1, Full-Time

SUMMARY OF JOB PURPOSE

Under general supervision, the Information Technology Analyst I/II performs a variety of technical, analytical, and support duties related to the installation, configuration, maintenance, and operation of the organization's IT infrastructure. This role involves staffing the IT help desk, supporting network and server systems, troubleshooting hardware and software issues, providing end-user support, and contributing to the planning and implementation of IT projects.

DISTINGUISHING CHARACTERISTICS:

IT Analyst I: This is the entry-level classification where incumbents perform a range of technical and analytical IT tasks under close supervision by the IT Manager or designee. As experience and proficiency grow, responsibilities and independence increase.

IT Analyst II: This is the journey-level classification where incumbents perform more complex IT functions independently and may serve as project lead or mentor for junior staff.

ESSENTIAL JOB FUNCTIONS:

Network Support:

- Install, configure, and maintain network hardware, software, and peripherals, including switches, routers, firewalls, and wireless access points.

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EQUAL OPPORTUNITY EMPLOYER

Revision 01/2025

Page 1 of 6

City of Grass Valley
JOB DESCRIPTION



Information Technology Analyst I
Information Technology Analyst II

- Monitor and manage local and wide area networks (LAN/WAN) to ensure optimal performance and reliability.
- Implement and maintain secure network protocols and configurations.
- Diagnose and resolve network connectivity issues.

Systems Administration:

- Administer, maintain, and troubleshoot servers (physical and virtual), including domain controllers, file servers, and application servers.
- Perform system backups and disaster recovery planning.
- Apply patches and updates to operating systems and applications.
- Manage storage solutions, ensuring adequate capacity and efficiency.

Technical Support:

- Serve as the first point of contact for IT-related issues, including troubleshooting hardware, software, and peripheral devices.
- Create, modify, and manage user accounts and permissions in City Systems.
- Provide training and guidance to end-users on system and application usage.
- Maintain an accurate inventory of IT equipment and software licenses.

Security and Compliance:

- Monitor systems and networks for security breaches or vulnerabilities.
- Implement and enforce security policies and procedures, including user access controls.
- Assist in ensuring compliance with relevant regulations (e.g., CJIS, PCI).

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EQUAL OPPORTUNITY EMPLOYER

Revision 01/2025

Page 2 of 6

City of Grass Valley
JOB DESCRIPTION



Information Technology Analyst I
Information Technology Analyst II

Application Support:

- Install, configure, and maintain software applications used within the organization to ensure optimal functionality and compatibility with existing systems.
- Monitor and resolve application-related issues, collaborating with end-users to identify and troubleshoot problems effectively.
- Work with departments to assess software needs, recommend appropriate solutions, and coordinate implementation and upgrades.
- Create and maintain documentation for software systems, including user guides, troubleshooting steps, and system configurations.
- Train staff on effective use of applications, providing support and guidance on best practices.

Project Management and Documentation:

- Engage in planning and implementing IT projects, including new system rollouts and infrastructure upgrades.
- Document system configurations, procedures, and training materials.
- Collaborate with vendors and contractors on technology solutions and problem resolution.

KNOWLEDGE AND SKILLS:

Knowledge of:

- Principles and practices of network administration, including LAN/WAN technologies, IP addressing, and VPNs.
- Server administration, virtualization (e.g., VMware, Hyper-V), and storage solutions.
- Endpoint hardware and software troubleshooting methodologies.

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EQUAL OPPORTUNITY EMPLOYER

Revision 01/2025

Page 3 of 6

City of Grass Valley
JOB DESCRIPTION



Information Technology Analyst I
Information Technology Analyst II

- IT security practices, including firewalls, intrusion detection, and malware prevention.
- ITIL or similar frameworks for IT service management.

Skills in:

- Diagnosing and resolving complex hardware and software issues.
- Installing and configuring IT infrastructure and end-user devices.
- Communicating technical information clearly to non-technical users.
- Managing time effectively to prioritize multiple tasks and projects.
- Collaborating with team members and external partners.

QUALIFICATIONS:

Education and Experience:

- IT Analyst I: Bachelor's degree from an accredited college or university, preferably with course work in computer science, information technology, business administration or a related field; or associate degree with two years of technical IT support experience.
- IT Analyst II: *(in addition to the above)* 3 years of experience at a level comparable to the City's IT Analyst I.

CERTIFICATES, LICENSES, AND REGISTRATIONS

- Possession of an appropriate valid driver's license to be maintained throughout employment.
- Must submit to fingerprinting.
- Must submit to and be able to continually pass California and federal Department of Justice background requirements.
- Must obtain CJIS certification within six (6) months of hire or promotion date.

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EQUAL OPPORTUNITY EMPLOYER

Revision 01/2025

Page 4 of 6

City of Grass Valley
JOB DESCRIPTION



Information Technology Analyst I
Information Technology Analyst II

- May require successful completion of a polygraph examination.
- Relevant certifications (e.g., CompTIA Network+, Microsoft Certified: Azure Administrator, Cisco CCNA) are desirable.

PHYSICAL REQUIREMENTS

Must be free from any physical, emotional or mental condition which might adversely affect the ability to perform essential job duties.

Must be able to sit at a confined workstation for extended periods while performing essential duties.

On a continuous basis, sit at a desk and in meetings for long periods of time. Intermittently twist to reach equipment surrounding desk, perform simple grasping and fine manipulation, use telephone and communicate through written means.

Work in a standard office environment; drive a vehicle; read fine print on maps/documents and computer monitors; detect subtle shades of color with no color deficiencies; hear radio or telephone transmissions, frequently with interference and static; speak in a clear, understandable voice with sufficient volume and tone quality to project effectively over radio and telephone; operate a computer and complex radio computer equipment; connect and disconnect cables, phone wiring, and circuit boards; load and unload computer tapes, servers and equipment; bend, stoop, stretch, reach, and climb to install, test and move computer equipment; work at a computer terminal for long periods of time; and strength to safely lift and move up to 40 pounds without assistance, and heavier items with assistance.

OTHER REQUIREMENTS

Willingness and ability to work the hours necessary to accomplish the assigned duties including after normal work hours; be on-call for technical support and emergencies;

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EQUAL OPPORTUNITY EMPLOYER

Revision 01/2025

Page 5 of 6

City of Grass Valley
JOB DESCRIPTION



Information Technology Analyst I
Information Technology Analyst II

attend meetings, seminars, conferences and training classes during or after normal work hours; travel out of town or out of state for several days at a time.

GENERAL

The City reserves the right to revise or change classification duties and responsibilities as the need arises. This description does not constitute a written or implied contract of employment.

Print Name: _____

Signature: _____

Date: _____

Adopted:

Revised:

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EQUAL OPPORTUNITY EMPLOYER

Revision 01/2025

Page **6** of **6**



City of Grass Valley

AGREEMENT BETWEEN THE CITY OF GRASS VALLEY AND INTEGRAL NETWORKS FOR MANAGED IT SERVICES

This Agreement is made and entered into this day 01/28/2025, by and between the **City of Grass Valley** (hereinafter referred to as “City”) and **Integral Networks** (hereinafter referred to as “Contractor”).

RECITALS

WHEREAS, the City seeks professional IT services to support its technological infrastructure during a transition to enhanced in-house IT management; and

WHEREAS, the Contractor agrees to provide IT support services during the transition period and for critical ongoing tasks as outlined in this Agreement;

NOW, THEREFORE, the City and Contractor agree as follows:

1. SCOPE OF SERVICES

The Contractor shall provide IT services to the City as follows:

1.1 Short-Term Full Support

From **January 1, 2025, to March 31, 2025**, Contractor shall provide:

- Daily operational IT support.
- Security management, including endpoint protection and incident response.
- System and network monitoring.
- Backup management and disaster recovery readiness.

1.2 Reduced Support Services

From **April 1, 2025, to May 31, 2025**, Contractor shall provide:

- Critical monitoring of City IT systems and infrastructure.
- Daily operational IT support.
- Backup management and disaster recovery tasks.

1.3 Minimal Ongoing Support

Starting **June 1, 2025**, Contractor shall provide minimal support services on a contractual basis, limited to:

- Tools necessary for critical monitoring of City IT systems and infrastructure.
- Backup tools for disaster recovery readiness.

These services will continue on a month-to-month basis until terminated by either party in accordance with Section 4 of this Agreement, or such time as a new agreement or contract is executed.

2. COMPENSATION

2.1 Payment Terms

The City agrees to compensate the Contractor as follows:

- **January–March 2025:** \$21,121 per month (Full Support).
- **April–May 2025:** \$14,363 per month (Reduced Support).
- **June 2025 and beyond:** \$2,754 per month (Minimal Ongoing Support).

2.2 Invoicing and Payment

The Contractor shall submit monthly invoices to the City. Payment will be made within thirty (30) days of invoice receipt.

3. TERM

This Agreement shall commence on **January 1, 2025**, and remain in effect until terminated by either party as provided herein.

4. TERMINATION

Either party may terminate this Agreement with thirty (30) days written notice. In the event of termination, the Contractor shall be compensated for services rendered through the date of termination.

5. GENERAL PROVISIONS

5.1 Independent Contractor

The Contractor shall perform all services as an independent contractor and not as an agent or employee of the City.

5.2 Insurance

The Contractor shall maintain insurance coverage as required by the City. Proof of insurance shall be provided upon execution of this Agreement.

5.3 Indemnification

The Contractor agrees to indemnify and hold harmless the City, its officers, and employees from any claims, damages, or liabilities arising from the Contractor's services.

6. AMENDMENTS

This Agreement may only be amended by mutual written consent of both parties.

IN WITNESS WHEREOF

The parties have executed this Agreement as of the date first written above.

CITY OF GRASS VALLEY

By: _____

Tim Kiser

City Manager

INTEGRAL NETWORKS

By: _____

Bryan Badger

CEO

APPROVED AS TO FORM:

By: _____

Michael Colantuano

City Attorney