

RESOLUTION NO. 02-45

**A RESOLUTION OF THE RIDGECREST CITY COUNCIL
APPROVING AN AGREEMENT BETWEEN THE CITY OF
RIDGECREST AND NEW DIRECTIONS TECHNOLOGY, INC. FOR
COMPUTER SYSTEMS SUPPORT AND PROJECT MANAGEMENT**

WHEREAS, the City of Ridgecrest has invested a significant amount of funding in its technology infrastructure; and

WHEREAS, the City has a large number of technology projects that need to be accelerated; and

WHEREAS, NDTI has the technical expertise, ability, interest, and desire to assist the City of Ridgecrest in implementing its Technology Strategic Plan and a variety of Technology projects; and

NOW, THEREFORE, BE IT RESOLVED,

That the attached contract, herein referred to as Exhibit A is approved.

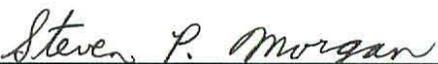
APPROVED AND ADOPTED, this 15th day of May 2002, by the following vote:

AYES: Mayor Morgan, Council Members Carter, Holloway, Martin, and Rollins

NOES: None

ABSENT: None

ABSTAIN: None



Steven P. Morgan, Mayor

ATTEST:



Harvey M. Rose
City Clerk

**PROFESSIONAL SERVICES AGREEMENT
FOR THE CITY OF RIDGECREST**

As of June 07, 2002, the City of Ridgecrest (herein "City"), and New Directions Technology (herein "Consultant") agree as follows:

1. PURPOSE.

This agreement sets forth the terms under which Consultant will provide advice concerning computer and related technology.

2. SERVICES.

The Consultant shall provide computer, network, and technology project management for the City on an as-needed basis. The services shall be performed in a good and workmanlike manner. City shall provide detailed task orders after meetings between Consultant and City staff. Consultant warrants that all services will be performed in a competent, professional and satisfactory manner, in accordance with standards prevalent in the State of California.

3. COMPENSATION.

The Consultant shall be paid at the hourly rate of \$38.00 per hour up to a maximum monthly fee of \$6,000 per month. The payments are contingent upon the City's approval of authorized completed services and acceptance of submitted products. Payment requests for services not within the scope of this agreement will not be honored or paid unless such extra services and payment is authorized in writing by the Contract Officer. Increases or decreases in service requirements, changes in product format or detail shall be approved in advance in writing by the Director of Finance.

The Contract Officer may change the order of performance of the services and may terminate the agreement. If this agreement or a task is terminated, Consultant shall be paid for the services performed prior to the date of termination.

Consultant shall invoice the City monthly for services accomplished in accordance with the payment schedule, as approved by the Director of Finance. City shall pay Consultant within thirty (30) days of approval of invoice.

4. PERFORMANCE.

Time is of the essence in the performance of this Agreement.

Consultant shall immediately provide City with proof of insurance and shall commence the services upon receipt of a written notice to proceed.

5. TERM.

This agreement shall commence on the date first above written and end four months thereafter, provided this agreement shall continue from month-to-month following the expiration of the four month term unless the city gives 30 days prior written notice of

termination to the Consultant or the Consultant gives the city 60 days prior written notice of termination.

6. COORDINATION OF SERVICES.

The representative of Consultant authorized to act in its behalf with respect to the services specified and make decisions is _____.

The experience, knowledge, capacity and reputation of the Consultant's representative as a substantial inducement for City to enter into this Agreement. The Consultant's representative shall devote significant time pertaining to and supervising services. The Consultant's representative may not be changed without the express written approval of City, which approval may be withheld in the sole discretion of the city.

The City's Contract Officer shall be designated by the City Manager Consultant shall keep the Contract Officer informed of the performance of the services. Consultant shall refer decisions, which must be made by City, to the Contract Officer.

Consultant shall not contract with another person or entity to perform any part of the services without the express written approval of the City, which consent can be withheld in the sole discretion of the city.

Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are employees of City

7. INSURANCE AND INDEMNITY

The Consultant shall procure and maintain, at its cost, comprehensive professional and general liability and property damage insurance, including owned or non-owned automobile insurance, against claims for injuries or death or damages to property resulting from Consultant's act or omissions arising out of or related to Consultant's performance. Consultant shall also carry Workers' Compensation Insurance in the statutory amount. The liability insurance shall be primary and not contributing with other insurance available to City.

A certificate or certificates evidencing the foregoing and naming the City as additional insured on the liability insurance shall be delivered to and approved by the City prior to commencement of the services. The procuring of such insurance or the delivery of policies or certificates evidencing the same shall not be construed as a limitation of Consultant's obligation to indemnify the City and its contractor's or employees. The amount of insurance required for professional and general liability, personal injury, automobile liability and property damage shall be no less than \$1,000,000.00 per occurrence.

Consultant shall hold harmless, indemnify the City, its officers, agents volunteers and employees from any and all costs liability or damages, including attorney's fees and the cost of lawsuit, arising out of any act or omission to act, including any negligent act or omission to act, by Consultant or its officers, agents, employees, or volunteers relating to Consultant's performance under this Agreement.

8. RECORDS AND REPORTS.

Consultant agrees not to disclose to third parties confidential information, proprietary information or trade secrets provided to Consultant by City, or its agents or sub-consultants, which has not been previously disclosed to Consultant by outside third parties, or which is not in the public domain or a public record, without City's prior written consent.

Consultant shall use its best efforts to safeguard from unauthorized disclosure to third parties any such information given to it. For the purposes of this Agreement, the work product(s) provided by Consultant are confidential until such time as provide to and approved by the City, for any use as deemed necessary.

Consultant's key staff assigned to the City Network shall obtain clearance from the State of California Department of Justice.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the service as the Contract Officer shall require.

Consultant shall keep such books and records as necessary to perform the services and provide the Contract Officer access to such books and records at during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three years following completion of the services and the City shall have access to such records in the event audit is required.

Following payment of consideration, drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, and agents shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this agreement. Consultant shall have no claim for further consultant shall not be liable for any misuse of such documents. Consultant may retain at its expense copies of such documents for its own use.

MISCELLANEOUS.

Consultant shall not discriminate in hiring, firing or employment against a person on account of race, color, creed, religion, sex, marital status, national origin or ancestry.

Consultant shall obtain at its sole cost and expense such business licenses, and approvals as may be required by law for the operation of Consultant's business.

Any notice, demand, request, document, consent, approval or communication either

party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager, and to the attention of the Contract Officer, City of Ridgecrest, 100 West California Avenue, Ridgecrest, California 93555 and in the case of the Consultant, to the Project Manager at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two hours from the time of mailing if mailed as provided in this Section.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date stated below for execution.

APPROVED AS TO CONTENT:

CITY OF RIDGECREST

By
City Manager

CONSULTANT

By

APPROVED AS TO FORM

City Attorney