

Meeting Date: April 13th 2009

Agenda Item: Approval of an extension of a profession service agreement with Networld Solutions Consulting (San Diego, CA) for consulting services related to RFP #1410 for Network Infrastructure Refresh and VOIP telephone system

Attachments:

1. Vidal Consulting contract
2. Vidal Consulting references

CITY OF CULVER CITY
STANDARD FORM CONTRACT

WITH: NETWORLD SOLUTIONS CONSULTING, INC
FOR: INFORMATION TECHNOLOGY CONSULTING

THIS AGREEMENT is made and entered into by and between THE CITY OF CULVER CITY, a municipal corporation, hereinafter referred to as "City," and NETWORLD SOLUTIONS CONSULTING, INC, a California corporation, hereinafter referred to as "Consultant."

1. CONSULTANT'S SERVICES. Consultant agrees to perform, during the term of this Agreement, the tasks, obligations, and services set forth in the "Scope of Service" attached to and incorporated into this Agreement as Exhibit "A."
2. TERM OF AGREEMENT. The term of this Agreement shall be from the effective date pursuant to Paragraph 27 of this Agreement and shall end upon satisfactory completion of the work, as reasonably determined by City's Chief Information Officer.
3. PAYMENT FOR SERVICES. City shall pay for the services performed by Consultant pursuant to the terms of this Agreement, the compensation set forth in the "Schedule of Compensation" attached to and incorporated into this Agreement as Exhibit "B." The compensation shall be paid at the time and manner set forth in said Exhibit "B."
4. TIME FOR PERFORMANCE. Consultant shall not perform any work under this Agreement until (a) Consultant furnishes proof of insurance as required under Paragraph 7 of this Agreement; and, (b) City gives Consultant a written and signed Notice to Proceed.
5. DESIGNATED REPRESENTATIVE(S). Darryl Vidal shall be the designated Consultant Representative, and shall be responsible for job performance, negotiations, contractual matters, and coordination with the City. Consultant Representative shall actually perform, or provide immediate supervision of Consultant's performance of, the Scope of Service.
6. HOLD HARMLESS. To the fullest extent permitted by law, Consultant shall indemnify, defend (at Consultant's sole expense, with legal counsel approved by City) and hold harmless the City of Culver City, members of its City Council, its boards and commissions, officers, agents, and employees (hereinafter, "Indemnitees"), from and against all loss, damage, cost, expense, liability, claims, demands, suits, attorneys' fees

and judgments arising from or in any manner connected to Consultant's or its employees or agent's wrongful or negligent acts, errors or omissions related to this Agreement. This indemnification includes, but is not limited to, tort liability to a third person for bodily injury and property damage.

Consultant agrees that this obligation to indemnify, defend and hold harmless extends to liability and/or claims arising from Indemnitees' active or passive negligence.

Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify an Indemnatee from any claim arising from the sole negligence or willful misconduct of that Indemnatee.

The duty to defend referenced herein is wholly independent from the duty to indemnify, arises upon written notice by City to Consultant of a claim within the potential scope of this indemnification provision, and exists regardless of any determination of the ultimate liability of Consultant, City or any Indemnatee.

7. INSURANCE. Without limiting its obligations pursuant to Section 6 of this Agreement, the Consultant shall procure and maintain, at Consultant's own cost and expense and for the duration of this Agreement, insurance coverage as set forth in "Insurance Requirements" attached to and incorporated into this Agreement as Exhibit "C."
8. INDEPENDENT CONSULTANT STATUS. City and Consultant agree that Consultant, in performing the services herein specified, shall act as an independent Consultant and shall have control of all work and the manner in which it is performed. Consultant shall be free to contract for similar service to be performed for other employers while under contract with City. Consultant is not an agent or employee of City, and is not entitled to participate in any pension plan, insurance, bonus, worker's compensation or similar benefits City provides for its employees. Consultant shall be responsible to pay and hold City harmless from any and all payroll and other taxes and interest thereon and penalties therefor which may become due as a result of services performed hereunder.
9. NON-APPROPRIATION OF FUNDS. Payment due and payable to Consultant for current services is within the current budget and within an available, unexhausted and unencumbered appropriation of City. In the event City has not appropriated sufficient funds for payment of Consultant services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.
10. ASSIGNMENT. This Agreement is for the specific services with Consultant as set forth herein. Any attempt by Consultant to assign the benefits or burdens of this Agreement without written approval of City

shall be prohibited and shall be null and void; except that Consultant may assign payments due under this Agreement to a financial institution.

11. RECORDS AND INSPECTIONS. Consultant shall maintain full and accurate records with respect to all services and matters covered under this Agreement. City shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. Consultant shall maintain an up-to-date list of key personnel and telephone numbers for emergency contact after normal business hours.
12. OWNERSHIP OF CONSULTANT'S WORK PRODUCT. City shall be the owner of any and all computations, plans, correspondence and/or other pertinent data, information, documents and computer media, including disks and other materials gathered or prepared by Consultant in performance of this Agreement, or at any earlier or later time when the same may be requested by City. Such work product shall be transmitted to City within ten (10) days after a written request therefor. Consultant may retain copies of such products. All written documents shall be provided to City in digital and in hard copy form.
13. NOTICES. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed as follows:

To City: City of Culver City
 Attention: John Richo, Chief Information Officer
 9770 Culver Boulevard
 Culver City, CA 90232-0507

To Consultant: Networld Solutions Consulting, Inc
 Attention: Darryl Vidal
 8316 Clairemont Mesa Blvd., Suite 208
 San Diego, CA 92111
14. TAXPAYER IDENTIFICATION NUMBER. Consultant shall provide City with a complete Request for Taxpayer Identification Number ("TIN") and Certification, Form W-9, as issued by the Internal Revenue Service.
15. PERMITS AND LICENSES. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement including, but not limited to, a Culver City business tax certificate.
16. APPLICABLE LAWS, CODES AND REGULATIONS. Consultant shall perform all work in accordance with all applicable laws, codes and regulations required by all authorities having jurisdiction over such work.

Consultant agrees to comply with prevailing wage requirements as specified in the California Labor Code, Sections 1770, et seq.

17. PURCHASES OF SUPPLIES AND MATERIALS WITHIN CULVER CITY. For work performed, Consultant agrees to seek bids for supplies and materials from businesses located within the City of Culver City, with the intent to make purchases from these businesses if such purchases can be made at competitive prices.
18. RIGHT TO UTILIZE OTHERS. City reserves the right to utilize others to perform work similar to the services provided hereunder.
19. MODIFICATION OF AGREEMENT. This Agreement may not be modified, nor may any of the terms, provisions or conditions be modified or waived or otherwise affected, except by a written amendment signed by all parties hereto.
20. WAIVER. If at any time one party shall waive any term, provision or condition of this Agreement, either before or after any breach thereof, no party shall thereafter be deemed to have consented to any future failure of full performance hereunder.
21. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.
22. RIGHT TO TERMINATE. City may terminate this Agreement at any time, with or without cause, in its sole discretion, with thirty-days' (30-days') written notice.
23. EFFECT OF TERMINATION. Upon termination as stated in Paragraph 22 of this Agreement, City shall be liable to Consultant only for work satisfactorily performed by Consultant up to and including the date of termination of this Agreement, unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant shall be entitled to payment for work satisfactorily completed to date, based on a proration of the monthly fees set forth in Exhibit "B" attached hereto. Such payment will be subject to City's receipt of a close-out billing.
24. GOVERNING LAW. The terms of this Agreement shall be interpreted according to the laws of the State of California. If litigation arises out of this Agreement, then venue shall be in the Superior Court of Los Angeles County.
25. LITIGATION FEES. If litigation arises out of this Agreement for the performance thereof, then the court shall award costs and expenses, including attorney's fees, to the prevailing party. In awarding attorney's fees, the court shall not be bound by any court fee schedule but shall

award the full amount of costs, expenses and attorney's fees paid or incurred in good faith.

26. INTEGRATED AGREEMENT. This Agreement represents the entire Agreement between City and Consultant regarding the subject matter hereof, and all preliminary negotiations and agreements are deemed a part of this Agreement. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement, and any subsequent successors and assigns.
27. EFFECTIVE DATE. The effective date of this Agreement is the date it is signed on behalf of City, and shall remain in full force and effect until amended or terminated; provided, that the indemnification and hold harmless provisions shall survive the termination.

NETWORLD SOLUTIONS CONSULTING, INC

Dated: 11/17/08

By DARRYL VIDAL
Its VICE PRESIDENT

Dated: _____

By _____
Its _____

CITY OF CULVER CITY, CALIFORNIA

Dated: 12/1/08

By Jerry Fulwood
Jerry Fulwood
City Manager

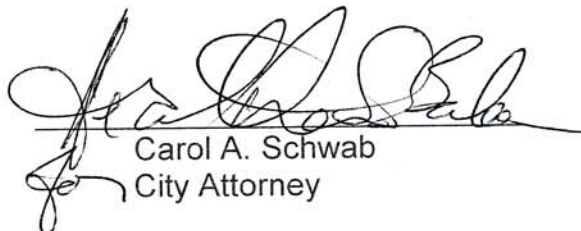
(Signatures continued on Page 6)

(Signatures continued from Page 5)

APPROVED AS TO CONTENT:


John Richo
Chief Information Officer

APPROVED AS TO FORM:


Carol A. Schwab
City Attorney

APPROVED AS TO FINANCING:


Jeff Muir
Chief Financial Officer

APPROVED AS TO BUSINESS
TAX CERTIFICATE:

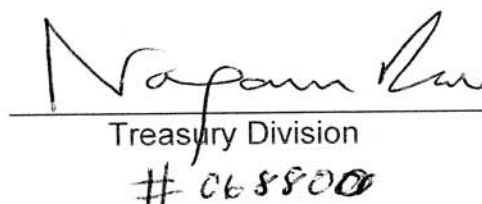

Treasury Division
068800

EXHIBIT A

CITY OF CULVER CITY
AGREEMENT

WITH: NETWORLD SOLUTIONS CONSULTING, INC

FOR: INFORMATION TECHNOLOGY CONSULTING

SCOPE OF SERVICE

Consultant shall satisfactorily perform, as requested by City's Chief Information Officer, one or more of the following project tasks, on a time and materials basis, not to exceed the maximum compensation as set forth in Exhibit B:

Information Technology Implementation Plan Development Process

The following steps detail the process involved in Technology Implementation planning:

1. Understand City's current Technology environment and architecture
2. Review and understand current trends in technology
3. Develop strategies to accomplish City's Technology plan
4. Identify systems and technologies to support these strategies
5. Prioritize these strategies into short-range and long-range objectives
6. Define these strategies into tightly scoped systems and projects
7. Develop an overall implementation budget and timeline for short-range and long-range initiatives
8. Define criteria for evaluation of system and project deliverables
9. Manage and implement according to the plan.

Proposal

Consultant proposes to provide technology consulting and request for proposal (RFP) development services with the objective of designing and procuring an IP Telephony Solution for City:

1. **Requirements Definition** - This document will be a collaborative effort between the Technology Consultant and the City's CIO. This document shall detail the performance requirements and specifications for the RFP.

The project will be initiated with a Discovery process that will attempt to include relevant stakeholders and develop a plan for design and implementation of an IP Telephony system for all City departments and locations.

2. Request for Proposal – Based on the outcome of the IT Requirements Definition, a Request for Proposal will be developed in order to procure equipment and services that will provide City with a “turn-key” solution for IP Telephony.
3. Option for Implementation Support – As part of the implementation, project management services may be engaged to support successful implementation of the plan.

Tasks & Activities

The requirements definition will include all the discovery activity and site surveys required to collect and compile the necessary information for the RFP Development.

This will include the development of requests for proposal (RFPs) in support of City's Information Technology department as required or requested.

Deliverables may include, but are not limited to:

- Discovery data and compiled information and analysis
- Network Infrastructure Requirements
- IP Telephony Technology Requirements Definition
- Request for Proposal.

Follow-on Activities

These activities include the publication of the RFP working in accordance with City's Information Technology department. These activities may include, but are not limited to:

- bid conferences
- site walks
- evaluation of responses
- RFP Award Recommendation
- Justification for Award.

EXHIBIT B

CITY OF CULVER CITY
AGREEMENT

WITH: NETWORLD SOLUTIONS CONSULTING, INC

FOR: INFORMATION TECHNOLOGY CONSULTING

SCHEDULE OF COMPENSATION
(TIME AND MATERIALS BASIS)

- A. METHOD OF PAYMENT. Payment for all work performed by Consultant pursuant to the terms of this Agreement, including Consultant's meeting with City staff, shall be made on the basis of the hourly rate of One Hundred Fifty Dollars (\$150.00) per hour.
- B. BILLING. At the end of each calendar month in which services are performed or expenses are incurred under this Agreement, and prior to the 10th day of the following month, Consultant shall submit an invoice to the City at the following address:

City of Culver City
Attn: John Richo, Chief Information Officer
9770 Culver Boulevard
Culver City, CA 90232-0507

The invoice submitted pursuant to this paragraph shall show the City Agreement Number, hours worked by each person who performed services during the billing period, the hourly rate of pay for each person who performed services, the dates on which the services were performed, a description of the services performed, actual out-of-pocket expenses incurred in the performance of the services, and such other information as City may reasonably require.

- C. TIME OF PAYMENT. Payment to Consultant shall be made within thirty (30) days after submittal of Consultant's invoice and approval by City, in accordance with City's normal demand procedure.
- D. MAXIMUM COMPENSATION. Notwithstanding the foregoing, the total amount of compensation paid to Consultant under this Agreement shall not exceed Nine Thousand Nine Hundred Fifty Dollars (\$9,950.00), which amount includes all out-of-pocket expenses.

EXHIBIT C

CITY OF CULVER CITY
AGREEMENT

WITH: NETWORLD SOLUTIONS CONSULTING, INC

FOR: INFORMATION TECHNOLOGY CONSULTING

INSURANCE REQUIREMENTS

A. Policy Requirements.

Consultant shall submit duly executed certificates of insurance for the following:

1. An occurrence based Comprehensive General Liability ("CGL") policy, at least as broad as ISO Form CG 0001, in the minimum amount of One Million Dollars (\$1,000,000) each occurrence, with not less than Two Million Dollars (\$2,000,000) in annual aggregate coverage.

The CGL Policy shall have the following requirements:

- a. The policy shall provide coverage for personal injury, bodily injury, death, accident and property damage and advertising injury, as those terms are understood in the context of a CGL policy. The coverage shall not be excess or contributing with respect to City's self-insurance or any pooled risk arrangements;
- b. The policy shall provide \$1,000,000 combined single limit coverage for owned, hired and non-owned automobile liability;
- c. The policy shall include coverage for liability undertaken by contract covering, to the maximum extent permitted by law. Consultant's obligation to indemnify the Indemnitees as required under Paragraph 6 of this agreement;
- d. The Policy shall not exclude coverage for Completed Operations Hazards or Athletic or Sports Participants; and
- e. **The City of Culver City, members of its City Council, its boards and commissions, officers, agents, and employees will be named as an additional insured** in an endorsement to the policy, which shall be provided to the City and approved by the City Attorney.

2. Business Automobile Liability Insurance coverage in the amount of One Million Dollars (\$1,000,000), providing coverage for use of mobile equipment (i.e. heavy mobile equipment or vehicles primarily for use in an off-road environment), to the extent that (1) such mobile equipment will be used within the City limits or on City business, and (2) coverage for mobile equipment is not otherwise covered by the CGL policy listed in subparagraph (a), above.

3. Professional/Negligent Acts, Errors and Omissions Insurance in the minimum amount of One Million Dollars (\$1,000,000) per claim, and shall include coverage for separate "personal injury" alleged to have been committed in the course of rendering professional services, unless such coverage is provided by the CGL policy listed in subparagraph (a), above.

4. Workers' Compensation limits as required by the Labor Code of the State of California with Employers' Liability limits of One Million Dollars (\$1,000,000.00) per accident, if the Agreement will have Consultant employees working within the City limits.

B. Waiver by City.

City may waive one or more of the coverages listed in Section A, above. This waiver must be express and in writing, and will only be made upon a showing by the Consultant that its operations in and with respect to City are not such as to impose liability within the scope of that particular coverage.

C. Additional Insurance Requirements.

1. All insurance listed in Paragraph A shall be issued by companies licensed to do business in the State of California, with a claims paying ability rating of "BBB" or better by S&P (and the equivalent by any other Rating Agency) and a rating of A:VII or better in the current Best's Insurance Reports;

2. Consultant shall provide City with at least thirty (30) days prior written notice of any modification, reduction or cancellation of any of the Policies required in Paragraph A, or a minimum of ten (10) days notice for cancellation due to non-payment.

3. City may increase the scope or dollar amount of coverage required under any of the policies described above, or may require different or additional coverages, upon prior written notice Consultant.



Information Technology Consulting Proposal

Presented to:

The City of Culver City

John Richo – Chief Information Officer

1. **Background**

Networkd Solutions is a San Diego-based provider of information systems and technology consulting. Networkd Solutions has been providing high-level technology consulting and implementation services to businesses, city governments, and school districts throughout Southern California for 18 years. Networkd Solutions has provided technical consulting and project management for: Local Area Networks, Wide-Area Networks, Voice-over IP, Wireless Networking and Security, and Data Center Virtualization.

- a. Networkd Solution's Southern California headquarters is:

8316 Clairemont Mesa Blvd. Suite 208
San Diego, CA 92111
858-874-5210

- b. Networkd Solutions provides technical analysis, consulting and professional/engineering/outsourcing services for Education and Government in:

- Local, Wide Area and Wireless Network infrastructure
- Technology Standards and RFP Development
- Help Desk / Support Services Process Re-engineering
- Internet/Intranet/Web-based Application Development
- Technology Implementation Planning and Project Management.

Darryl Vidal is designated the Technology Consultant for The City of Culver City (CITY) and will provide technology consulting, planning, documentation and assessment services. Darryl Vidal has over 20 years experience in telecommunications and networking and over 15 years in education technology. Other Networkd Solutions Engineers or Consultants may also participate in projects.

2. **Information Technology Implementation Plan Development Process**

The following steps detail the process involved in Technology Implementation planning:

1. Understand the CITY's current Technology environment and architecture
2. Review and understand current trends in technology
3. Develop strategies to accomplish the CITY's Technology plan
4. Identify systems and technologies to support these strategies
5. Prioritize these strategies into short-range and long-range objectives
6. Define these strategies into tightly scoped systems and projects
7. Develop an overall implementation budget and timeline for short-range and long-range initiatives
8. Define criteria for evaluation of system and project deliverables
9. Manage and implement according to the plan.



3. Reference Projects

1. San Diego Unified School District Long-Range Technology Strategic Planning – Networkd Solutions Technology Consultant Darryl Vidal has provided technology strategic planning services to SDUSD for almost 20 years. Darryl has been intimately involved in technology components for the district's \$2.1 billion Proposition "S" Bond Program approved by voters November 2008. Darryl has been involved in planning, budgeting and implementation oversight for a wide variety of technology initiatives including:
 - a. VoIP Cost Analysis and Justification – IP Telephony implementation planning and pilot programs. Design and Architectural development of district-wide IP Telephony implementation including hardware redundancy architecture, voicemail, and unified messaging.
 - b. Structured Cabling – Darryl has been key in developing structured cabling standards for all IP-based cabling systems for district-wide implementation in over 195 schools.
 - c. Wireless LANs – Darryl has been involved in campus-wide wireless network planning and implementation including standards for authentication and encryption.
 - d. Data Center & Server Virtualization – Darryl has developed the district's long-range plan for data center consolidation and server virtualization.
 - e. Virtual Classroom – Darryl has been involved in planning and development of standardized digital classroom environments as well as the district's strategic initiative for Virtual Classrooms.
2. Beverly Hills Unified School District – Darryl has been engaged as Technology Consultant and provides ongoing IT consulting services for the district as Acting IT Manager working directly for the Asst. Superintendent of Business. Darryl has assisted the district in LAN/WAN integration, VoIP implementation and Wireless Campuses. Darryl has also provided technical liaison services between the district and the City of Beverly Hills for the city/school district JPA.
3. San Diego Geographic Information Source (SanGIS) – Networkd Solutions has been the primary IT service provider for this San Diego JPA for 7 years. Networkd has provided LAN/WAN integration services, core networking, Unix support, database support, and web development services.
4. Texoma Health Care System – Darryl was engaged by Texoma Health Care Systems in Denison, Texas to develop the strategic and tactical technology implementation plans for Data Center Virtualization and Voice over IP implementation. Darryl planned and implemented the hospital's technology systems upgrade including: LAN Equipment, Virtualization, IP Telephony.

4. Proposal

Networkd Solutions proposes to provide technology consulting and request for proposal (RFP) development services with the objective of designing and procuring an IP Telephony Solution for the City of Culver City:

1. Requirements Definition - This document will be a collaborative effort between the Technology Consultant and the CIO of the CITY – John Richo. This document detail the performance requirements and specifications for the RFP. The project will be initiated with a Discovery process that will attempt to include relevant stakeholders and develop a plan for design and implementation of an IP Telephony system for all City departments and locations.

2. Request for Proposal – Based on the outcome of the IT Requirements Definition, a Request for Proposal will be developed in order to procure equipment and services that will provide the CITY with a “turn-key” solution for IP Telephony.
3. Option for Implementation Support – As part of the implementation, project management services may be engaged to support successful implementation of the plan.

Tasks & Activities

The requirements definition will include all the discovery activity and site surveys required to collect and compile the necessary information for the RFP Development.

This will include the development of requests for proposal (RFPs) in support of the CITY Information Services department as required or requested.

Deliverables may include, but are not limited to:

- Discovery data and compiled information and analysis
- Network Infrastructure Requirements
- IP Telephony Technology Requirements Definition
- Request for Proposal.

Follow-on Activities

These activities include the publication of the RFP working in accordance with the CITY Information Services department. These activities may include, but are not limited to:

- bid conferences
- site walks
- evaluation of responses
- RFP Award Recommendation
- Justification for Award.

5. Cost Proposal – Time & Materials Consulting

Networkd Solutions proposes a time & materials consulting agreement. The fee is \$150 per hour standard consulting rate, not to exceed \$9,950.

The CITY has the option to engage in a monthly consulting retainer for a discounted rate of \$100 per hour if the project tasks cannot be completed within the time or scope of this agreement.

Networkd Solutions proposes to perform the following tasks on an “as requested” basis and makes no commitment as to the estimated project duration or number of billable hours to perform these tasks.

Networkd Solutions will invoice the CITY at the end of each month for the number of hours of consulting services performed for the period, along with a detailed description of tasks and deliverables.

Task	Deliverable
IP Telephony Requirements Definition	Discovery documentation, compilation and analysis as input to IP Telephony architecture and implementation process.
RFP Development	Standards, and guide specifications will be used to develop detailed system designs and system performance requirements. These deliverables are used in accordance with Requests for Proposal to support the procurement and acquisition process.
RFP Submission	The RFP will be published, bidder's conference and site-walks will be performed and evaluation of responses.
RFP Award & Follow-up	The RFP responses will be evaluated and a selection made. CULVER CITY will have the opportunity to engage services for implementation project management

Additional projects or work, not specifically included in the Scope of Work, may be added to the project scope by the submission of a project change order. These projects may be fulfilled, in a Time & Materials format, outside the scope and scale of this project at a rate of \$150 per hour.

IN WITNESS WHEREOF the parties hereto have signed this Agreement as of the date first written above.

Networkd Solutions, Inc.

8316 Clairemont Mesa Blvd.

Suite 208

San Diego, CA 92111

Darryl Vidal

Vice President

Signature : _____

Date : _____

The City of Culver City

9770 Culver Blvd.

PO Box 507

Culver City, CA 90232

Name: _____

Title: _____

Signature : _____

Date : _____