

ORDINANCE NO. 2000-30

**AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT
WITH CVD DATA SERVICES FOR COMPUTER CONSULTING FOR
THE CITY OF MASON COMPUTER SYSTEM**

WHEREAS, it is necessary for the City to retain a computer consulting firm for network administration and technical services for the City's computer system; and

WHEREAS, CVD Data Services, previously known as Source Net, installed with City's network and has been providing consulting services for the past two years, and the City wishes to maintain its relationship with CVD Data Services; and

WHEREAS, CVD Data Services has proposed to continue to provide computer consulting for the sum of \$55,000 for a one-year period.

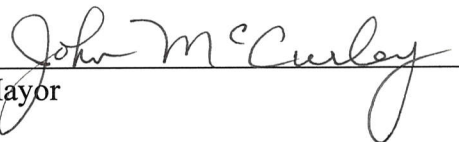
NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mason, Ohio, **seven (7)** members elected thereto concurring:

Section 1. That the City Manager is hereby authorized to enter into a contract with CVD Data Services for computer consulting services, in accordance with the proposal submitted by CVD Data Services, which proposal is attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. That the Finance Director is hereby authorized to pay said CVD Data Services an amount not to exceed \$55,000.00 for said services for a one-year period.

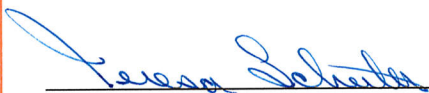
Section 3. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed this 27th day of March, 2000.



Mayor

Attest:



Clerk of Council

3/7/2000

DATA SERVICES

Your Networking solution

Thank you for giving CVD Data Services the opportunity to provide the City of Mason with Network Administration and Technical Support. This service agreement will provide general maintenance of your current network. CVD Data Services will provide a technical consultant up to sixteen (16) hours a week to maintain, upgrade, and enhance your network.

All service agreements include the following computer services:

- > Hardware and software- repair, installation, and upgrade
- > Hardware and Software- quotes and ordering
- > Network Administration
- > Technical Support
- > Technology Consultation
- > Phone/E-mail Support

Technical Support And Network Administration

This will provide the City of Mason with a guaranteed number of hours that will be scheduled prior to an engineer working on-site. A technical engineer will be allocated to work with your account for your technological needs. We ask that the City of Mason schedule an engineer 8 hours prior to an engineer being dispatched. This will allow us to be proactive in servicing your hardware, software, and network needs. This agreement includes on-site Network Administration and Technical Support.

City of Mason discounted hourly rate up to 16 hours.....\$65.00 per hour

Hours exceeding 16 hours a week will be invoiced at our standard hourly rate.

Unlimited hours.....\$85.00 per hour

Unlimited Projects

Projects that are over and beyond the general maintenance agreement will be bid per project. CVD Data Services will be able to provide unlimited services and IT consultants to accommodate the City of Mason. We have an amazing pull of Information Technology consultants that we utilize on a project base that will provide high-end resolution for all of your technical needs. Along with general maintenance, CVD Data Services can provide Project Management, Network Infrastructure and Design, Telecommunication Solutions, and much more. We look forward to building a long-term business relationship with the City of Mason.

Client Signature: _____

Date: _____

Consulting Agreement

This agreement ("Agreement") is entered into as of March 7, 2000, by and between CVD Data Services an Ohio Corporation ("Consultant") and The City of Mason ("Client").

The parties hereto agree as follows:

Engagement. Client hereby engages Consultant and Consultant hereby agrees to hold itself available to render at the request of Client, independent advisory and consulting services for Client and its affiliates, to the best of Consultants abilities, upon the terms and conditions hereinafter set forth.

Term. The term of this Agreement shall begin as of the date of this Agreement and shall terminate on March 7, 2001: provided, however, that in the event that Consultant becomes incapacitated and is unable to perform the duties set forth herein, this Agreement may be terminated and all compensation due here under shall cease as the date incapacitation. For the purpose of this Agreement the term "incapacitated" includes the physical or financial destruction of Consultant by an act of God, bankruptcy, or any other emergency deemed to incapacitate Consultant by agreement of the parties.

Agreement may be terminated at any time with written notice given to the Consultant thirty days (30) prior to termination date.

Compensation. As compensation for all services rendered by Consultant under this Agreement, Client shall pay Consultant a fee that will be based on the work that is performed by Consultant.

The hourly rate for the General Maintenance Agreement will be invoiced at our discounted rate, sixty-five (65) dollars an hour up to sixteen hours a week. Hours less than sixteen (16) will be invoiced at sixty-five (65) dollars an hour but hours exceeding sixteen (16) hours in a week will be invoiced at our standard hourly rate.

The City of Mason Hourly rate up to sixteen hours (16).....\$65.00 per hour

Standard hourly rate.....\$85.00 per hour

Equipment and supplies that are purchased by Consultant for the Client will be invoiced to the Client. All such compensation shall be payable without deduction, including no deduction for federal income, social security, or state income taxes.

Consultant Duties. Consultant shall make itself available to render, and shall render at the request of Client, consulting and advisory services for the Client, including without limitation, advice and assistance including, but not limited to, the services set forth in the attached Contract.

Expenses. Client shall reimburse consultant for all reasonable business expenses, which were incurred by Consultant during the performance of services under this Agreement. Client's obligation to reimburse Consultant shall be subject to the presentation to Client by Consultant of an itemized account of such expenditures along with supporting documentation. Payment for expenses will follow the same procedure and terms as set forth above in paragraph 3 of this Agreement relating to payment for services.

Independent Contractor. It is expressly agreed that Consultant and its employees are acting as an independent contractor in performing the services under this Agreement. Client shall carry no Worker's Compensation insurance or any health or accident insurance to cover Consultant or its employees. Company shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits that might be expected in an employer - employee relationship.

Liability. Except for the damages resulting from Consultant's gross negligence, Consultant shall not be liable for any consequential damages of any kind, whether as a result of a loss by Client of present or prospective profits, anticipated sales, expenditures, investments, or commitments made in connection with this Agreement, or any account of any other reason or cause whatsoever.

Indemnification. If any legal action, arbitration, or any other proceeding is brought against Consultant by any third party because of or related to services performed under this Agreement, Client will indemnify Consultant against any and all damages, including but not limited to, attorney fees, legal expenses, fines and judgments, unless the proceeding arose because of Consultant's own gross negligence.

Sever ability. If any provision of this Agreement is held to be unenforceable, invalid or illegal by any court of competent jurisdiction, such enforceable, invalid or illegal provisions shall not affect the remainder of this Agreement.

Entire Agreement. This instrument and the attached Contract contain the entire agreement of the parties. It may not be changed orally, but only in writing signed by the party against whom enforcement of any waiver, charge, modification, extension or discharge is sought.

Governing Law. The validity of this Agreement and the interpretation and performance of all terms shall be governed by the substantive laws of the State of Ohio.

IN WITNESS WHEREOF, the Client has caused this Agreement to be signed by its officer thereunto duly authorized, and the Consultant has caused this Agreement to be signed by its officer thereunto duly authorized, all as of the date first written above.

City of Mason

Date:

CVD Data Services

Date: