Supplemental Agenda Related Writings/ Documents Provided To A Majority Of The Ridgecrest City Council / Redevelopment Agency Board Members After Distribution Of The July 2, 2014 Agenda Packet

1. *Add Item No. 7 to Discussion and Other Action Items.*
   Approve A Resolution To Approve A Professional Services Agreement With Justin O'Neill And Authorize The Mayor, Daniel O. Clark, To Sign The Agreement **Clark**

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The City of Ridgecrest web page

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City Council Agendas

CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY/FINANCING AUTHORITY/HOUSING AUTHORITY AGENDA ITEM

SUBJECT:
A Resolution To Approve a Professional Services Agreement with Justin O'Neill and authorize the Mayor, Daniel O. Clark, To Sign The Agreement.

PRESENTED BY:
Daniel O. Clark, Mayor

SUMMARY:

The City Council expressed a desire to enter into an agreement with Justin O'Neill. The purpose of the agreement is for Mr. O'Neill to assist the Council with special projects. In that regard, to date, Mr. O'Neill already has provided voluntary assistance with several projects. These projects include the 50th anniversary event, the strategic plan development; and the annual Petro glyph event.

On May 7, 2014, the City Attorney provided the legal basis for sole sourcing, the public policy rationale, and the guidelines that must be followed to enter in to a sole source agreement.

Council selected an Ad Hoc committee to review the scope of work, gather public input and bring back to Council a more comprehensive agreement. The draft agreement presented has been reviewed by the City Attorney and approved for further discussion and adoption.

The funding source for this agreement will be determined by the City Council.

FISCAL IMPACT: $26,000 annually
Reviewed by Finance Director

ACTION REQUESTED:
Adopt A Resolution That Approves a Professional Service Agreement with Justin O'Neill; Authorizes the Mayor, Daniel O. Clark, To Sign The Agreement upon review and the approval of the City Attorney; and directs the Finance Director to make the necessary budget adjustments.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Submitted by: Staff Action Date: July 2, 2014

(Rev. 02/13/12)

RESOLUTION NO. 14-XX

A RESOLUTION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH JUSTIN O'NEILL AND AUTHORIZE THE MAYOR, DANIEL O. CLARK, TO SIGN THE AGREEMENT.

WHEREAS, The City Council expressed a desire to enter into an agreement with Justin O'Neill to assist with special projects; and

WHEREAS, Mr. O'Neill has demonstrated a proficiency in providing such unique services; and

WHEREAS, The City Attorney provided the legal basis for sole sourcing, the public policy rationale, and the guidelines that must be followed to enter in to a sole source agreement; and

WHEREAS, the City Council determined that this agreement meets the sole source guidelines; and

WHEREAS, the City Council determined the source of funding for this agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ridgecrest Hereby Approves A Professional Service Agreement with Justin O'Neill ; and authorizes the Mayor, Daniel O. Clark, To Sign The Agreement upon review and the approval of the City Attorney; and directs the Finance Director to make the necessary budget adjustments..

APPROVED AND ADOPTED this 2nd day of July 2014 by the following vote.

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Daniel O. Clark, Mayor

ATTEST:

_____
Rachel J. Ford, CMC
City Clerk

SPECIAL CONSULTANT AGREEMENT

As of July ____, 2014, the City of Ridgecrest, hereinafter called "Agency," and Justin O'Neill**,** hereinafter called "Consultant," agree as follows:

1. Purpose, Services, and Findings.

(a) Pursuant to this agreement, Consultant will provide Agency in general and Agency's City Council in particular, with special administrative services for upcoming projects, including but not limited to cultural events and the promotion of Agency. Specifically, Consultant shall perform services in accordance with the instructions set forth in the document entitled SPECIAL PROJECTS CONSULTANT - Scope, Duties, and Approach – attached hereto as Exhibit "A" and incorporated herein by this reference.

(b) The Consultant shall, in good workmanlike and professional manner, furnish the special, technical, administrative, professional, and other labor, supplies and materials, equipment, printing, vehicles, transportation, office space and facilities necessary to perform and complete the work and provide the services as set forth in this Agreement.

(c) Agency finds that (1) the nature of the work to be provided qualifies as special services for purposes of Government Code section 53060, (2) Consultant has the necessary qualifications required of a person furnishing the special services, and (3) due to the nature of the services provided and the unique qualifications of Consultant, Agency cannot provide these services without the assistance of Consultant. Agency further finds that the services to be provided service are specifically desired for the purpose of maintaining a cost effective system consistency, as to be available from only one source.

2. Consideration.

(a) In consideration for Consultant's work for Agency, as described within this Agreement, Agency shall compensate Consultant $26,000 annually. Agency shall be afforded a minimum of thirty (30) days to pay each of the above-referenced invoices.

3. Term.

This Agreement shall commence on the date above written. Either party may terminate this agreement on thirty (30) days' written notice. If this contract is terminated by Agency without cause, Agency shall pay Consultant for work performed prior to the date the notice of termination is received by Consultant. If the contract is terminated by Consultant without cause, Consultant shall reimburse Agency for additional costs to be incurred by Agency in obtaining the work from another consultant.

4. Ownership of Data, Reports, and Documents.

The Consultant shall deliver to Agency on demand or termination of this Agreement data, notes, reports, studies, and other materials and documents pertaining to Consultant's work for Agency, which shall be the property of the Agency. If the Agency uses any of the data, notes, reports, studies, and other materials and documents furnished or prepared by the Consultant for projects other than the project described in paragraph 1 above, the Consultant shall be released from responsibility to third parties concerning the use of the data, notes, reports, studies, and other materials and documents. The Consultant may retain copies of the materials. The Agency may use or reuse the materials prepared by Consultant without additional compensation to Consultant.

5. Subcontracts.

The Consultant shall not subcontract or assign responsibility for performance of any portion of this Agreement without the prior written consent of the Agency. Except as otherwise specifically approved by Agency, Consultant shall include appropriate provisions of this Agreement in subcontracts so rights conferred to Agency by this Agreement shall not be affected or diminished by subcontract. There shall be no contractual relationship intended, implied, or created between Agency and any subcontractor with respect to services under this Agreement.

6. Independent Contractor.

The Consultant is an independent contractor, and not an employee of Agency.

7. Indemnification.

Consultant shall defend, indemnify, and hold harmless Agency, its officers, employees and agents, from and against loss, injury, liability, or damages arising from any act or omission to act, including any negligent act or omission to act by Consultant or Consultant's officers, employees, or agents. Consultant's duty to indemnify and defend does not extend to the damages or liability caused by the Agency's sole negligence, active negligence, or willful misconduct.

8. Miscellaneous.

(a) Neither party hereto shall assign, sublet, or transfer interests hereunder without first obtaining written consent from the other party.

(b) The waiver by either party of any breach of this agreement shall not bar the other party from enforcing any subsequent breach thereof.

(c) Notices shall be deemed received when deposited in the U.S. Mail with postage prepaid and registered or certified addressed as follows unless advising in writing to the contrary:

City of Ridgecrest	Justin O'Neill
ATTN: City Manager	_____
100 W. California Ave.	_____
Ridgecrest, CA 93555-4054	_____

(d) If an action at law or in equity is brought to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

9. Integration.

This Agreement represents the entire understanding of Agency and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

10. Governing Law.

This Agreement shall be interpreted and construed under, and the rights of the parties will be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed the date first above written.

APPROVED:
Agency

By: _____
Dennis Speer, City Manager

Attest:

By: _____
Rachel Ford, Secretary

Approved as to Form:

By: _____
Michael Silander, Esq., Deputy City Counsel

APPROVED:
Consultant

By: _____
Justin O'Neill

Exhibit A

SPECIAL PROJECTS CONSULTANT
Scope, Duties, and Approach

SPECIAL CONSULTANT AGREEMENT

This document, entitled Special Projects Consultant - Scope, Duties, and Approach - is attached to the underlying Special Services Agreement and outlines the scope, duties, and approach of Consultant under that Agreement. If this document or anything herein conflicts with the Special Consultant Agreement, the language of that Agreement will take precedence.

PROJECT SCOPE

To create a position wherein special projects necessary to the growth, balance, and vitality of the Ridgecrest community are explored, researched, and developed. It will be the function of the Consultant to use his expertise to prioritize and prudently utilize resources in the completion of a task list to be created by the City Council.

DUTIES OF SPECIAL PROJECTS CONSULTANT

The Consultant will assist the City in development and execution of a Communications Plan for effective, timely communication with the public. At the direction of the City Council, the Consultant will provide support ---- services in a uniform, non-discriminatory manner. The work of the Consultant shall include, but not be limited to the following:

1. Explore revenue producing opportunities submitted by the City Council or proposed by Consultant. Develop plans, proposals, or presentations as requested by City Council pertaining to revenue producing projects, programs, and potentials.

2. Research projects with potential for further development submitted by the City Council or proposed by Consultant. Develop plans, proposals, or presentations as requested by City Council pertaining to the impact of projects or programs.

3. Create surveys, research reports, or other mechanisms that test the viability of potential programs and projects.

4. Develop a Communications Plan for consistent, informative communication from the City to the public regarding actions of the City Council and staff, and regarding City programs, services, and initiatives. The Consultant should initiate ideas on when and how to inform the public.

5. Review existing policies and draft new communication and media policies relating to City communications, and develop and execute a strategy to improve all forms of communication available to the City with the public which includes the City's government access channel (K41GO/Cable Channel 6), web site, Facebook, Twitter, and other forms of communication as recommended by the Consultant.

6. Arrange for, and coordinate, media coverage of issues before the City, including organizing press conferences and interviews and arranging appearances on appropriate media outlets. Provide guidance to City representatives in advance of public appearance and media coverage events, as directed by the City.

7. Make recommendations to the City for more timely, transparent and effective communication with residents, businesses, and guests of the City.

8. Review areas of opportunity and develop a comprehensive marketing plan for targeted areas of the City.

9. Research and evaluate potential grants, community events, signatures events, and community projects.

10. Assist and or supervise the set-up, running, and break down of the City sponsored events, identifying and resolving problems.

11. Meet with appropriate Councilmember, City staff and other responsible parties to plan events, logistics, press releases, and estimate event budgets.

12. Plan and manage the logistics of an event, including press releases, venue, guests, programs, catering, and marketing.

13. With City Council direction, perform the tasks of negotiating pricing, pre-selecting options and maintaining budget oversight for the event.

METHODOLOGY FOR PROJECT APPROACH

1. The City Council shall discuss and determine the services to be performed by the Consultant in open sessions at regularly or specially noticed council meetings. The Consultant will thereafter submit a concise but detailed monthly narrative to the City Council ---- indicating the proposed approach to providing the required services. The Consultant's methodology should be included, describing how the Consultant will approach each task and initiative and what will be included in the billing to the City. Consultant will also include a description of the types of services to be provided and a budget for a typical month, showing estimated number of hours and hourly billing rate. All fees are limited pursuant to the cap established in the Special Consultant Agreement.

2. The proposal should include an hourly cost of service and a rate based on assignments by project. If Consultant performs special services exceeding 20 hours per week, any additional hours must be approved by the City Council at an open session council meeting.

3. Consultant will provide timely progress reports and performance measurements as needed towards the completion of specific long term projects.

4. The consultant's proposed budget should assume that the printing and distribution of printed documents will be performed in house and at the cost of the City.

5. Any staff involvement will be at the direction of the City Manager.