

This Agreement ("Agreement") is entered into this ____ day of October 2016, by and between the City of Commerce ("the City") and Network Management Corporation ("NMC").

RECITALS

WHEREAS, the City is seeking services to support its IT department; and

WHEREAS, NMC staff is composed of highly specialized engineers and technologists that are capable of providing support services that include systems health checks, critical problem resolution, assistive troubleshooting, security patch management and administrative planning; and

WHEREAS, NMC submitted a proposal to provide the City with "Supplemental Services." The proposed services will help the City manage its IT costs by providing on-demand resources with specialized expertise without having to acquire a full-time employee.

AGREEMENT

1. **SCOPE OF SERVICES:** The scope of services is described in Exhibit A, which is attached hereto and incorporated herein. Generally, NMC will provide support for requests from the City's IT technical staff to assist with mentoring, troubleshooting and maintenance, among other things. Pursuant to this services agreement with NMC, the City has an allocation of 10 hours weekly for supplemental support services, with up to 320 hours bi-annually. NMC will provide these services on an on-demand and as-needed basis.

The services agreement also includes 24 hours per quarter for quarterly service updates (72 hours total) and 16 hours per quarter for quarterly assessments (48 hours total). These services are further described in Exhibit A.

2. **SERVICE PERIOD:** The services period will be from November 1, 2016 through June 30, 2017.

3. **BEST BUSINESS PRACTICES:** NMC guarantees that it will perform all work in a professional manner according to best business practices, and that all services will be performed by qualified personnel.

4. **ATTORNEYS' FEES:** If legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which the prevailing party may be entitled.

5. **CALIFORNIA LAW:** This Agreement shall be construed and enforced in accordance with the laws of the State of California. To the extent that any legal action becomes necessary, any dispute shall be venued in Los Angeles County, California.

6. MODIFICATIONS: Any alteration, change or modification of or to this Agreement is ineffective unless made by written instrument executed on behalf of each party hereto.

7. COUNTERPARTS: This Agreement may be executed in multiple counterparts, which, when signed by all parties, shall constitute a binding agreement.

8. SEVERABILITY: If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9. ENTIRE UNDERSTANDING: This Agreement, along with Exhibit A attached hereto and incorporated herein, constitutes the entire understanding between the parties relating to the work described by this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized individuals on behalf of the respective party. This Agreement is effective as of the date all parties have executed this Agreement.

THE CITY OF COMMERCE:

By: _____
Ivan Altamirano, Mayor

Approved as to Form:

By: _____
Eduardo Olivo, City Attorney

NETWORK MANAGEMENT CORPORATION:

By: _____
Name:
Position: