

# PROFESSIONAL SERVICES AGREEMENT

## Sterling Solutions of America

This agreement made between the Police Department of the City of Jonesboro, 410 W. Washington Ave., Jonesboro, AR 72401 (hereinafter referred to as the "City"), and Sterling Solutions of America, 43311 Joy Road, Canton, MI 48187 (hereinafter referred to as "Sterling"), for professional services as described in more detail as follows;

**Scope of Services:** Meeting with agency management, Sterling will gain a clear understanding of the perspective of management relating to how technology should ideally be serving patrol officers in the Police Department.

Sterling will perform a needs analysis of road patrol officers' needs for information processing in the mobile environment along with the opportunities for technology to meet those needs.

Sterling will assess the current Computer Aided Dispatch (CAD) system and assess its level of effectiveness in meeting the current and future needs of the Department. Sterling will also compare the features and functions of the current CAD system with similar commercially available systems from other providers.

The deliverable will be an analysis that identifies gaps with the current system from these aspects:

1. Gaps in meeting management's objectives.
2. Gaps in meeting the immediate needs of the road patrol.
3. Gaps in comparison to Off-the-Shelf (OTS) commercially available CAD systems.

Our analysis will also identify near-term needs and our opinion of how well the current system will meet those needs.

**Estimated time required:** We estimate that Sterling staff will be on site in Jonesboro for a minimum of three days and a maximum of four days. Preparation of the resulting analysis will require one day to complete.

**Applicability of Contract/Interpretation:** This contract shall be governed by and in accordance with the laws of the State of Arkansas applicable to contracts made and to be performed in this state.

**Arbitration:** All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this agreement or the breach thereof will be decided by arbitration. The Agreement to arbitrate shall be

specifically enforceable under the prevailing law of any court, having jurisdiction to hear such matters.

**Assignability:** Sterling shall not assign or transfer any interest in this contract without the prior written consent of the City thereto provided, however, that claims for money due or to become due to Sterling from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

**Call Limitation** (Professional Services): The total of this Agreement shall not exceed \$ 2,500.00. (Any mileage, travel and lodging expenses, reimbursements, other than actual fees will be charged to a separate line item and will not be included in the amount of the this contract)

**Compensation/Payment:** The City shall pay for such services as have been set forth herein, a contract price not to exceed \$ 2,500.00 upon submission of proper invoices, releases, affidavits and the like. Payment shall be due fourteen (14) days from the invoice date.

Sterling shall submit itemized invoices for all services provided under this Agreement identifying:

- a. The Date of Service
- b. The name of person providing the service and a general description of the service provided.
- c. The unit rate and the total amount due.

**Disclaimer of Contractual Relationship:** Nothing contained in the Contract Documents shall create any contractual relationship between the City and any Sub-contractor.

**Effective Date:** This Agreement shall be effective upon the date that it is executed by all parties hereto.

**Good Standing:** Sterling must remain current and not be in default of any obligations due the City of Jonesboro including but not limited to the payment of taxes, fines, penalties, licenses or other monies due to the City. Violations of this clause shall constitute a substantial and material breach of this contract. Such breach shall constitute good cause for the termination of this contract should the City determine to terminate on a basis other than conveniences.

**Hold Harmless and Indemnification:** To the fullest extent permitted by law, the Sterling agrees to defend pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss,

including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, by reason of personal injury, including bodily injury or death and/or property damage including loss of use thereof, which may arise as a result of his acts, omissions, faults and negligence or of any of his employees, agents and representatives in connection with the performance of this contract.

**Independent Contractor:** No provision of this Agreement herein contained shall be construed by the parties or by any other person as on creating an employer-employee relationship. It is hereby expressly understood and agreed that is an "independent contractor" as that phrase has been defined and interpreted by the Courts of the State of Michigan and, as such, he is not entitled to any benefits not otherwise specified herein.

**Insurance/Worker's Compensation:** Sterling shall not commence work under this contract until it has procured and provided evidence of the insurance required under this section. Sterling shall maintain the following insurance coverage for the duration of the contract.

- (a) Commercial General Liability coverage of not less than one million dollars (\$1,000,000.00) combined single limit with the City, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as and "Additional Insured." This coverage shall be written on an ISO occurrence basis form and shall include: Bodily injury, Personal Injury, Property Damage, Contractual Liability, Products and Completed Operations, Independent Contractors; Broad Form Commercial General Liability Endorsement (XCU) Exclusions deleted and a per contract aggregate coverage. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing or excess.
- (b) Workers' Compensation Insurance in accordance with Michigan statutory requirements including Employers Liability coverage.
- (c) Commercial Automobile Insurance in the amount of not less than \$1,000,000.00 combined single limit per accident with the City, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as an "Additional Insured." This coverage shall be written on ISO business Auto forms covering Automobile Liability code 1 "any auto."

**Interpretation:** In the event that any provision contained herein shall be determined by a court of competent jurisdiction or an appropriate administrative tribunal to be contrary to the provision of law or to be unenforceable for any

reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court administrative tribunal having jurisdiction over this Agreement and the interpretation thereof or the parties hereto, so as to, as nearly as possible carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision.

**Laws and Ordinances:** Sterling shall obey and abide by all of the laws, rules and regulations of the Federal Government, State of Arkansas and the City of Jonesboro, applicable to the performance of this agreement, including, but not limited to, labor laws, and the laws regulating or applying to public improvements.

**Modifications/Changes:** Any modifications to this contract must be in writing and signed by the authorized employee, officer, board or council representative authorized to make such contractual modifications pursuant to the State law and local ordinances.

**No Third-Party Beneficiary:** No contractor, subcontractor, mechanic, material man, laborer, vendor or other person dealing with Sterling shall be, nor shall any of them be deemed to be, third-party beneficiaries of this Agreement, but each such person shall be deemed to have agreed (a) that they shall look to Sterling as their sole source of recovery if not paid, and (b) except as otherwise agreed to by Sterling and any such person in writing, they may not enter any claim or bring any such action against the City under any circumstances. Except as provided by law, or as otherwise agreed to in writing between the City and such person, each such person shall be deemed to have waived in writing all rights to seek redress from the City under any circumstances whatsoever.

**Non-Discrimination:** Sterling hereby covenants and agrees not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, handicapping condition or marital status.

**Non-Disclosure/Confidentiality:** Sterling agrees that the documents identified herein as the contract documents are confidential information intended for the sole use of the City and that Sterling will not disclose any such information, or in any other way make such documents public, without the express written approval of the City or the order of the court of appropriate jurisdiction or as required by the laws of the State of Arkansas.

**Notices:** Notices to the City shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to Capt. Lynn Waterworth, Jonesboro Police Department, 410 W. Washington Ave., Jonesboro, AR 72401 or to such other address as may be designated in writing by the City from time to time.

Notices to the Sterling shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to Sterling Solutions of America, 43311 Joy Road, Canton, MI 48187 or to such other address as may be designated in writing by Sterling from time to time.

**Records/Proprietary Interests of City:** All documents, information, reports and the like prepared and/or generated by Sterling as a result of this contract shall become the sole property of the City of Jonesboro.

**Scope of Services:** Sterling shall provide all of the materials, labor, equipment, supplies, machinery, tools, insurance and other accessories and services necessary to complete the project.

In addition to any other remedies the City may have, if, within one (1) year of the date of substantial completion of work, or within one (1) year after acceptance by the City, or within such longer period of time as may be prescribed by law, any of the work is found to be defective or not in accord with the contract documents, Sterling shall correct promptly after receipt of a written notice from the City to do so, unless the City has previously given Sterling a written acceptance of such condition.

**Severability:** The invalidation on one or more terms of this contract shall not affect the validity of the remaining terms.

**Standards of Performance:** Sterling agrees to exercise independent judgment and to complete performance under this Agreement in accordance with sound professional practices. In entering into this Agreement, the City is relying upon the professional reputation, experience, certification and ability of Sterling. Sterling agrees that all of the obligations required by it pursuant to this Agreement shall be performed by employees working under the direction and control of Sterling. The continued effectiveness of this Agreement during its term or any renewal term shall be contingent in part upon Sterling maintaining his certification in accordance with the requirements of the State law.

**Subcontracting:** No subcontract work shall be started prior to the written approval of the subcontractor by the City. The City reserves the right to accept or reject any subcontractor.

**Termination:** This Agreement may be terminated by either party hereto by submitting a notice of termination to the other party. Such notice shall be in writing and shall be effective thirty (30) days from the date it is submitted unless otherwise agreed to by the parties hereto. Sterling, upon receiving such notice and prorated payment upon termination of this Agreement shall turn over and give to City all pertinent records, data and information to the date of termination.

**Time of Service/Performance:** Sterling's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without reasonable delay.

**Union Compliance:** Sterling agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services or personnel to be furnished by the City.

**Whole Agreement/Identification of Contract Documents:** This written agreement embodies the entire agreement between the parties hereto. Any Additions, deletions or modifications hereto must be in writing and signed by both parties.

In witness whereof, the parties have caused this Agent's Agreement to be executed by their respective duly authorized officers and/or agents.

CITY OF JONESBORO  
A MUNICIPAL CORPORATION

By: \_\_\_\_\_

It's: \_\_\_\_\_

Date: \_\_\_\_\_

Sterling Solutions of America

By \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

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