

October 28, 2002

Mr. James F Preston

Dear Mr. Preston:

I am pleased to endorse this proposal to conduct a technological audit for the City of Rapid City. If selected, we plan to begin work on the project November 19, 2002 and a final report submitted in December 2002. The enclosed proposal outlines the study for the city.

The proposal is inclusive of all costs (consulting fees, travel, supplies, etc.). This offer of services is valid until November 19, 2002. We will be happy to revise the enclosed memorandum of agreement to meet appropriate legal requirements as deemed necessary by the city.

We are looking forward to providing a high quality audit for the city. I believe you will find our firm to be highly competent and responsive to the needs of your jurisdiction. Please contact me at (678) 637-6943 if I may provide further information. Please let me know if you would like to meet to discuss the project.

Sincerely,

Mark Knowles

Mr. Mark Knowles. Mark Knowles, Principal Consultant with Condrey and Associates, is President of GovernmentBids.com, the nation's most extensive electronic purchasing referral service. Mark has prior experience with the Georgia Municipal Association, where he provided financial and technical assistance to local governments. Mark has over twelve years of classification and compensation experience and assisted with the Rapid City, South Dakota, Beaumont, Texas, Chapel Hill, North Carolina, North Little Rock, Arkansas, Waterford, Connecticut, Orange County, North Carolina, and Madison County, New York projects.

MEMORANDUM OF AGREEMENT

This agreement is made and entered into this ____ day of _____ 2002, by and between the City of Rapid City, South Dakota, party of the first part, hereinafter called the COOPERATOR and Mark Knowles, acting individually as an associate of Condrey and Associates, Inc., party of the second part, hereinafter called the CONSULTANT. All obligations under this agreement will be performed by Mark Knowles.

WITNESSETH, inasmuch as the COOPERATOR is desirous of setting up a cooperative service with Mark Knowles and inasmuch as the CONSULTANT is willing to undertake and conduct such a cooperative service, the purpose of this agreement is to establish the terms and conditions under which such a cooperative service will be accomplished pursuant to the conditions herein set forth.

The CONSULTANT is an independent contractor. Furthermore, the parties hereto agree that any information gathered from the COOPERATOR of its employees, and the documents prepared therefrom, shall be the property of the COOPERATOR. They shall remain confidential and shall not be used by CONSULTANT other than in its duties and responsibilities hereunder.

NOW, THEREFORE, in consideration of the following mutual promises, covenants, and conditions, it is agreed as follows:

Section I

Mark Knowles will:

a. Carry on the cooperative service onsite and in his offices substantially as set forth in the attached outline marked "Appendix A" and made a part of this agreement.

b. Preserve all of its records bearing upon the amounts payable under this agreement, and further agrees that any specifically authorized representative of the COOPERATOR shall, until the expiration of one year after final payment under this agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of Mark Knowles involving transactions related to this agreement.

Section II

COOPERATOR will pay Mark Knowles a **fixed fee** of \$8,500 upon receipt of invoice. This amount will be paid in one installment, within twenty (20) days of receipt of billing, received in the City of Rapid City Finance Department no later than December 13, 2002.

Section III

The term of this agreement shall be from November 19, 2002 through December 31, 2002.

Section IV

This agreement may be modified at any time by mutual consent of the parties hereto. Any modification hereto shall be in writing and signed by both parties.

Section V

Neither party to this agreement will discriminate against any person, employee or applicant for employment because of race, creed, color, religion, sex, national origin, ancestry, age, veteran status, or disability.

IN WITNESS WHEREOF, this agreement is entered into on the date first above written.

FOR MARK KNOWLES :

FOR THE CITY OF RAPID CITY, SD
GOVERNMENT:

Mark Knowles

Mayor

Date: _____

Date: _____

ATTEST:

Jan H. Hansford
Vice President/Treasurer

Finance Officer

Date: _____

Corporate Seal

APPENDIX A

Contract for Technical Assistance to the City of Rapid City, South Dakota Proposal for Technology Audit

The administration of the City of Rapid City has determined the need for a technology audit to, taking into consideration the available resources in the City of Rapid City, make recommendations as to how to operate computer services and what direction should the City take to improve these services.

Objectives

The consultant proposes the following schedule of activities to accomplish five objectives:

1. Review existing organization of technology to determine whether centralization, decentralization or combination thereof is necessary to improve services;
2. Review existing practices of comparable organizations – specifically related to outsourcing and internal practices;
3. Review public access computers in the City Library. Specifically interview and visit with Mr. Gary Johnson from the South Dakota Library Network
4. Review support services for the city website to provide recommendations for maintenance and expansion.
5. Review existing technology staffing levels..

Cost and Duration

The cost to Mark Knowles to provide the services specified in this proposal will be a **fixed fee** of \$8,500. Considering the scope of the project, we anticipate a two (2) month work plan beginning November 1, 2002, with final reports submitted on or before December 31, 2002.

City of Rapid City
Schedule of Activities

<u>DATE</u>	<u>ACTIVITY</u>
November 2002	<ul style="list-style-type: none">o Begin initial survey of comparable organizationso Conduct onsite analysis and interviews
December 10, 2002 o	Present preliminary audit report
December 2002	<ul style="list-style-type: none">o Publish final reporto Provide follow-up technical assistance

Project Director: Mr. Mark Knowles
Condrey and Associates, Inc.
764 Park Lane
Decatur, Georgia 30033
Phone: (678) 637-6943
knowlesm@attbi.com