



AGENDA REPORT

Meeting Date: April 5, 2011

Item Number: F-16

To: Honorable Mayor & City Council

From: Scott Miller, Director of Administrative Services and CFO
Noel Marquis, Assistant Director of Administrative Services - Finance

Subject: **APPROVALS RELATED TO VARIOUS CITY PURCHASING AND BUDGET TRANSACTIONS AS DESCRIBED HEREIN**

Attachments: 1.) Agreements (3)

Item A.

AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND INDEPENDENT TECHNOLOGY GROUP FOR REPLACEMENT OF THE CITY'S VIRTUAL PRIVATE NETWORK SYSTEM, AND RELATED PROFESSIONAL SERVICES; AND

APPROVAL OF A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$124,778.59

RECOMMENDATION

Staff recommends that City Council approve the agreement between the City of Beverly Hills and Independent Technology Group, Inc. for the purchase of a Virtual Private Network (VPN) system, and related services.

INTRODUCTION

This item provides for the planned replacement of equipment and services related to the City's VPN platform. This system provides a secure connection to authorized users enabling remote access to the City's network, and facilitates the expansion of mobile workforce capabilities. Additionally, this initiative will enhance the City's business continuity and disaster recovery portfolio. The current system is at end-of-useful-life and replacement is recommended.

DISCUSSION

A VPN is a computer network that uses public telecommunication infrastructure (i.e. the internet) to provide a remote user with secure access to their organization's network. It encapsulates data transfers using a secure cryptographic method between two or more networked devices which are not on the same private network so as to keep the transferred data private from other devices on one or more intervening local or wide area networks.

The City acquired its current VPN solution in 2003. The typical replacement cycle for a VPN system is five to seven years. In anticipation of system replacement, the Information Technology (IT) Department designed a solution that would not only meet the City's current need, but also considered future system integrations, such as public safety's CAD / RMS, and the enterprise financial application. This resulting VPN platform will have built in redundancy to aid in business continuity in the event of a prolonged emergency requiring social distancing. This initiative also will create a secured network meeting space that will facilitate the expansion of the City's mobile workforce capabilities. Additionally, this new VPN system will allow integration with emerging technologies such as smart phones, iPads and other smart devices.

ITG has obtained a Western States Contracting Alliance (WSCA) contract. The Beverly Hills Municipal code section 3-2-205 C asserts purchases of supplies, equipment or services where competitive bid procedures have already been utilized, such as purchases from federal, state or county governments, including, state of California agencies, counties, cities, joint power agencies, special districts, and nonprofit agencies whose main purpose is to assist cities or other public entities. WSCA represents such a competitive bid process. Additionally, IT confirmed that the WSCA pricing ITG provided was the best and lowest available by obtaining two additional quotes from other vendors. ITG represents the most competitive quote of the three.

FISCAL IMPACT

Replacement funds for this purchase are available in the Information Technology Computer Acquisition CIP Account.

**Item B. AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
GUARDIAN POWER PROTECTION SERVICES, INC. FOR REPLACEMENT
OF POWER SUBSYSTEMS FOR THE MUNICIPAL AREA NETWORK, AND
RELATED SERVICES, AND**

**APPROVAL OF A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED
\$124,708.38**

RECOMMENDATION

Staff recommends that the City Council award the contract related to Bid No. 11-23, and approve the agreement between the City and Guardian Power Protection Services, Inc. for purchase and installation of power subsystems at nineteen Municipal Area Network (MAN) sites located in the northern part of the City.

INTRODUCTION

This item provides for the planned purchase of equipment and services related to the replacement of the power sub-systems that support network switching components. Taking advantage of new technology, this effort will greatly enhance the reliability of network uptime, especially in this outage-prone area.

DISCUSSION

From 2003 to 2004, the City contracted the build-out of the North MAN, which included necessary power subsystems at MAN sites. These systems are now at the end of their useful life and replacement of this equipment is required for business continuity. This equipment supports key City facilities including Fire Stations, Parks, and Water Reservoirs. To enhance network resiliency of the MAN at these facilities, staff requests that the Council approve the agreement and issuance of a purchase order for the replacement equipment and services for installation and testing of the new systems.

On January 25, 2011, the City released a request for proposals (RFP), Bid No. 11-23 for Replacement of Power Subsystems at 19 MAN Locations. The RFP was sent to twenty-four vendors and consultants based on a broad search of suppliers and servicers of the requested equipment, and the RFP was posted on the City's website. Bid Addendum #1, a comprehensive question and answer document, was sent to all prospective respondents and posted on the City's website on January 28, 2011. Bid Addendum #2, which consisted of photographs of sample locations to be serviced, was sent to all prospective respondents and posted on the City's website on January 31, 2011.

On February 2, 2011 at 2:00 p.m., the Assistant City Clerk opened respondent proposals to Bid No. 11-23. Three proposals were received. Of the three proposals, one was incomplete, only containing parts. The lowest bidder, Guardian Power, was asked to interview further with City representatives to verify their skill level and the quality of their service. After two visits, the City and Guardian Power negotiated an agreement which came in approximately \$79,000 lower than the highest bidder.

FISCAL IMPACT

Working together, Information Technology and Public Works have budgeted funds for this purpose.

Item C.

APPROVAL OF AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND MATRIX IMAGING PRODUCTS, INC. TO PROVIDE DOCUMENT CONVERSION SERVICES; AND

AUTHORIZATION TO ISSUE A CHANGE ORDER IN THE AMOUNT OF \$90,000 FOR A TOTAL AMOUNT NOT TO EXCEED \$240,000

RECOMMENDATION

Staff recommends that the City Council approve Amendment No.1 to the existing agreement between the City of Beverly Hills and Matrix Imaging Products, Inc. to provide application development and document conversion services, and authorize a change order to the existing purchase order in the amount of \$90,000.

INTRODUCTION

As part of the City's continuing effort to digitize its paper archives, the City entered into an agreement with Matrix Imaging to work with each department for proper conversion, indexing, and storage of selected documentation. This amendment represents a continuation of this goal, in efforts to complete citywide backlog and bring all digital document archives current.

DISCUSSION

As Matrix Imaging has worked with City representatives to adequately identify documents scheduled for digital conversion, additional documentation has been deemed essential for digital conversion and storage. Based on the vendor's work with City staff in identifying and categorizing documents for conversion, staff has determined that a modification to expand the scope of services is required for satisfactory completion of backlog conversion.

Matrix Imaging won the initial bid for creation of a new document records management system, and related document conversion services, and is the City's current preferred provider of these services. This consultant is recommended in order to maintain continuity of the conversion process within departments. Additionally, this vendor provides continuity with the systems' maintenance and upgrades.

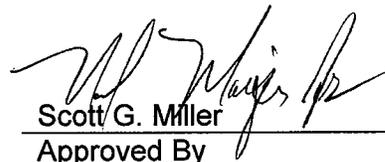
Matrix has obtained a Master Service Agreement (MSA) contract from the State of California General Services. The Beverly Hills Municipal code section 3-2-205 C asserts purchases of supplies, equipment or services where competitive bid procedures have already been utilized, such as purchases from federal, state or county governments, including, state of California agencies, counties, cities, joint power agencies, special districts, and nonprofit agencies whose main purpose is to assist cities or other public entities. MSA represents such a competitive bid process.

FISCAL IMPACT

Funds are budgeted and available for this purpose.



Noel Marquis
Finance Approval



Scott G. Miller
Approved By

Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND INDEPENDENT TECHNOLOGY GROUP FOR
REPLACEMENT OF THE CITY'S VIRTUAL PRIVATE
NETWORK SYSTEM AND RELATED PROFESSIONAL
SERVICES

NAME OF CONSULTANT:	Independent Technology Group
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Doug Marlin-Managing Partner
CONSULTANT'S ADDRESS:	638 Lindero Canyon Road, Suite 390 Oak Park, CA 91377
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: David Schirmer, Chief Information Officer
COMMENCEMENT DATE:	April 11, 2011
TERMINATION DATE:	Upon satisfactory completion of all services.
CONSIDERATION:	\$126,872.64

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND INDEPENDENT TECHNOLOGY GROUP FOR THE
PURCHASE OF A REPLACEMENT VIRTUAL PRIVATE
NETWORK EQUIPMENT SYSTEM AND RELATED
PROFESSIONAL SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and CONTRACTOR. (hereinafter called "CONSULTANT").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B. CONSULTANT represents that it is qualified and able to perform the Scope of Work.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Scope of Work. CONSULTANT shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONSULTANT must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance. CONSULTANT shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY. CONSULTANT shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

Section 3. Compensation and Expenses.

(a) Compensation. CITY agrees to compensate CONSULTANT for the services and/or goods provides under this Agreement, and CONSULTANT agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein.

(b) Expenses. The amount set forth in Paragraph 3 (a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

(c) Additional Services. CITY may from time to time require CONSULTANT to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. Unless otherwise provided for herein, CONSULTANT shall submit to CITY a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall pay CONSULTANT said Consideration in accordance with the schedule of payment set forth in Exhibit B, attached hereto and incorporated herein.

Section 5. Independent Contractor. CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as herein set forth. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONSULTANT without the prior written approval of CITY. Any attempt by CONSULTANT to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

(a) CONSULTANT's Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible Principal by CONSULTANT shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONSULTANT shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONSULTANT. CONSULTANT affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 11. Insurance.

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONSULTANT in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(b) CONSULTANT shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(d) CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONSULTANT shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, or a form acceptable to the City Attorney and Risk Manager showing that the aforesaid policies are in effect in the required amounts. CONSULTANT shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general and auto liability insurance shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by CONSULTANT shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

Section 12. Indemnification. CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon thirty (30) days' written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services required by this Agreement. CONSULTANT shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records and Inspections. CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 5 years. CITY shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONSULTANT must be made in writing and approved by both parties.

Section 18. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 19. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 20. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

Section 21. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

Section 24. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the _____ day of _____, 20____, at Beverly Hills, California.

CITY: CITY OF BEVERLY HILLS,
A Municipal Corporation

BARRY BRUCKER
Mayor of the City of Beverly Hills, California

ATTEST:

_____(SEAL)
BYRON POPE
City Clerk

CONSULTANT: INDEPENDENT
TECHNOLOGY GROUP

KEVIN BARKER
Managing Partner

DOUG MARLIN
Managing Partner

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY KOLIN
City Manager

DAVID SCHIRMER
Chief Information Officer

KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF WORK

CONSULTANT shall provide CITY with the following information technology consulting services related to its remote access SSL/VPN project. CONSULTANT shall provide the services as directed by CITY on an as-needed basis. The services and deliverables shall include, but shall not be limited to, the following:

- Analysis of remote access requirements for CITY employees and contractors and documentation of those requirements
- Review of existing remote access infrastructure
- Develop an end state deployment plan that meets CITY requirements
- Prepare a project plan that requires acceptance by CITY IT management
- Prepare test bed to validate project plan and end state
- Install SSL/VPN hardware and update the hardware with the latest supported software and firmware versions (code levels)
- Integrate new SSL/VPN hardware and software with existing Radius environment
- Work with CITY IT personnel to cutover to new systems
- Register all systems, software and support with manufacturer for service contracts
- Provide knowledge transfer to CITY IT personnel
- Documentation of end state

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

CITY shall compensate CONSULTANT for the satisfactory performance of the services required by this Agreement in the amount of One Hundred Twenty-Six Thousand, Eight Hundred Seventy-Two Dollars and Sixty-Four Cents (\$126,872.64) in accordance with the unit costs set forth in Attachment 1, attached hereto and incorporated herein.

CONSULTANT shall submit an itemized statement to CITY for its goods and services performed, which shall include documentation setting forth in detail a description of the services rendered. CITY shall pay CONSULTANT the amount of all undisputed billing within thirty (30) days of receipt of the same.

ATTACHMENT 1
Unit Rates



**ATTACHMENT 1
Unit Rates**

Juniper Quotation

638 Lindero Canyon Rd. Suite 390 Oak Park, CA 91377
818-879-2009 Fax 818-688-3972

Client: City of Beverly Hills
Attn: Greg Smith (310-288-1482)
gsmith@beverlyhills.org

Quote Date: 2/14/11
Expiration: 3/1/11
ITG Rep: Tracey Carter
Email: tcarter@indeptec.com
Phone: (805) 522-5620
Cell: (805) 807-0765

JUNIPER SA4500

QTY	Description	Qty	Unit Cost	Extended Price
2	Secure Access 4500 Base System	7-10 Days	\$ 4,200.00	\$8,400.00
2	SA4500 Add 250 Simultaneous Users		\$ 19,797.00	\$39,594.00
1	Secure Meeting 100 Concurrent Users in up to 50 meetings.		\$ 4,950.00	\$4,950.00
2	In Case of Emergency License		\$ 11,880.00	\$23,760.00
	5 Year Support			
2	SVC-ND-SA4.5K-M J-Care Next Day Services Includes 12x5 Next Business Day parts delivery, 24x7 technical phone support, software upgrades and updates.		\$ 13,560.00	\$27,120.00
1	SVC-COR-SA-MTG Includes 24x7 technical support, software updates and upgrades. (Secure Meeting)		\$ 3,520.00	\$3,520.00
	In Case of Emergency License there is no support sku. Once ICE license has been activated you can operate in emergency mode for up to 8 weeks. The ICE License is permanent until emergency mode is activated. When no longer needed it can be de-activated and the remaining time if any will still be available to you for future emergencies. Once the full 8 weeks of ICE time has been used you would then be required to purchase an additional license to continue usage of ICE.			

Net 30, All Sales final

Subtotal	\$76,704.00
Sales Tax 9.75%	\$7,478.64
Support	\$30,640.00
Freight	\$50.00
Total	\$114,872.64

Notes:



638 Lindero Canyon Rd. Suite 390 Oak Park, CA 91377
 818-879-2009 Fax 818-688-3972

Juniper Quotation

Client: City of Beverly Hills
 Attn: Greg Smith (310-288-1482)
gsmith@beverlyhills.org

Quote Date: 3/8/11
 Expiration: 4/25/11
 ITG Rep: Tracey Carter
 Email: tcarter@indeptec.com
 Phone: (805) 522-5620
 Cell: (805) 807-0765

JUNIPER SA4500 PROFESSIONAL SERVICES

QTY	Description	Dly	Unit Cost	Extended Price
10	Professional Services includes 10 Days of preconfiguration, onsite configuration and installation services for SA4500s and their licensing. Includes knowledge transfer and all documentation. To be used and accrued as required by City of Beverly Hills. Services have no expiration date.		\$ 1,200.00	\$12,000.00

Net 30, All Sales final

Subtotal	\$12,000.00
Sales Tax	\$0.00
Support	\$0.00
Freight	\$0.00
Total	\$12,000.00

Notes:



CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED (CONTRACTOR)

COMPANIES AFFORDING COVERAGE

ADDRESS

A.
B.
C.

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	LIMITS		
				B.I.	P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION					

It is hereby understood and agreed that the **City of Beverly Hills**, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement: (name of insured)

It is further agreed that the following indemnity agreement between the **City of Beverly Hills** and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the **City of Beverly Hills**.

In the event of cancellation or material change in the above coverage, the company will give **30 days'** written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: _____

BY: _____
Authorized Insurance Representative

AGENCY: _____

TITLE: _____

ADDRESS: _____

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND GUARDIAN POWER PROTECTION SERVICES, INC.
FOR REPLACEMENT OF POWER SUBSYSTEMS FOR
THE MUNICIPAL AREA NETWORK

NAME OF CONSULTANT:	GUARDIAN POWER PROTECTION SERVICES, INC.
RESPONSIBLE PRINCIPAL OF CONSULTANT:	John R. Gravett, Chief Executive Officer
CONSULTANT'S ADDRESS:	26685 Madison Avenue, Suite A Murrieta, CA 92562
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: David Schirmer, Chief Information Officer
COMMENCEMENT DATE:	Upon Written Notice To Proceed
TERMINATION DATE:	December 31, 2011
CONSIDERATION:	\$124,708.38 (including taxes)

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND GUARDIAN POWER PROTECTION SERVICES, INC.
FOR REPLACEMENT OF POWER SUBSYSTEMS FOR
THE MUNICIPAL AREA NETWORK

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Guardian Power Protection Services, Inc. (hereinafter called "CONSULTANT").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B. CONSULTANT represents that it is qualified and able to perform the Scope of Work.

NOW, THEREFORE, the parties agree as follows:

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(b) Expenses. The amount set forth in Paragraph 3(a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

(c) Additional Services. CITY may from time to time require CONSULTANT to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

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Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONSULTANT without the prior written approval of CITY. Any attempt by CONSULTANT to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

(a) CONSULTANT's Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible Principal by CONSULTANT shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONSULTANT shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONSULTANT. CONSULTANT affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 11. Insurance.

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONSULTANT in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(b) CONSULTANT shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(d) CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONSULTANT shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, or a form acceptable to the City Attorney and Risk Manager showing that the aforesaid policies are in effect in the required amounts. CONSULTANT shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general and auto liability insurance shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by CONSULTANT shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

Section 12. Indemnification. CONSULTANT agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT or any person employed by CONSULTANT in the performance of this Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon thirty (30) days' written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services required by this Agreement. CONSULTANT shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records and Inspections. CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 5 years. City shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONSULTANT must be made in writing and approved by both parties.

Section 18. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 19. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 20. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

Section 21. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. City Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

Section 24. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the ____ day of _____ 20__, at Beverly Hills, California.

CITY: CITY OF BEVERLY HILLS,
A Municipal Corporation

BARRY BRUCKER
Mayor of the City of Beverly Hills, California

ATTEST:

_____(SEAL)
BYRON POPE
City Clerk

CONSULTANT: GUARDIAN POWER
PROTECTION SERVICES, INC.

JOHN R. GRAVETT
Chief Executive Officer

JOSEPH NORLUND
Chief Financial Officer

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY KOLIN
City Manager

DAVID SCHIRMER
Chief Information Officer

KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF SERVICES

CONSULTANT shall provide CITY with power subsystems at nineteen (19) Municipal Area Network (MAN) locations. CONSULTANT's duties shall include procurement and implementation of all required equipment, including installation, configuration, testing and related services to ensure the power subsystems are fully functional ("Project") as detailed below.

TASK 1 - PROJECT MANAGEMENT & PRE-INSTALLATION

The purpose of this Task is to identify all pre-installation items to ensure successful completion of the Project and to provide effective Project management to ensure a successful implementation. CONSULTANT shall provide a Project Manager whose responsibilities shall include but are not limited to the following:

- (a) Serve as liaison between CITY representatives and CONSULTANT;
- (b) Schedule and conduct conference calls and meetings with key CITY representatives as needed;
- (c) Conduct thorough needs assessment and requirements analysis requirements analyses;
- (d) Ensure implementation schedule is maintained and accurate, including completion of all tasks and deliverables;
- (e) Provide all necessary documentation;
- (f) Manage CONSULTANT's technical personnel and ensure uninterrupted service delivery to the CITY;
- (g) Resolve any conflicts during the course of the project; and
- (h) Provide weekly status reports to CITY staff.

Task 1 - Deliverables:

Project Plan: CONSULTANT shall provide CITY with a Project Plan detailing the mutually agreed upon timeline(s), drop dead dates, resource allocation, and measurable objectives/project milestones.

Weekly Status Reports: CONSULTANT shall provide CITY with weekly Status Reports detailing the progress of the Project, work completed, and milestones reached.

TASK 2 – INSTALLATION & CONFIGURATION

The purpose of this Task is to commence installation and configuration of the power subsystems at the nineteen (19) identified MAN locations, and connectivity testing to ensure correct installation and configuration. CONSULTANT's onsite representative will work directly with CITY's identified representatives to ensure a successful installation. CONSULTANT shall provide at least one (1) technical staff member to perform onsite services until installation is complete and shall facilitate the following:

- (a) Provide installation services required to replace nineteen (19) DC Systems with eighteen (18) UPS systems and seven (7) rectifiers, including receiving, inspecting, collecting serial numbers, and installing the new rack mountable systems in nineteen (19) different locations.

- (b) Disconnect electrical connections to the current rectifiers that are being replaced, install new conduit and wiring where applicable, install inline receptacle, and connect to new systems.
- (c) Remove and dispose of the existing UPS systems and rectifiers from the IDF closets.

TASK 3 – COMMISSIONING & SYSTEM TESTING

The purpose of this Task is to review and conduct testing of the power subsystems. CONSULTANT shall work with CITY representatives to develop and implement effective test strategies to ensure the power subsystems are fully functional in preparation for acceptance of the power subsystems, user training and go-live.

- (a) Perform all necessary commissioning and testing of the new power subsystems upon successful installation and start-up. This includes performing power failure tests for proper output voltage during transition from normal to UPS operation and verifying proper operation of set points, metering, accessories, manual controls, transfer procedures and key interlocks.

Task 3 - Deliverables:

Test Results, Fixes & Adjustments: CONSULTANT shall provide CITY with documentation noting the results of initial testing, including any errors or bugs encountered, and proof that such errors or bugs were corrected. CONSULTANT shall also provide CITY with documentation noting that any additional adjustments and/or corrections identified during testing have been successfully completed.

TASK 4 – KNOWLEDGE TRANSFER

The purpose of this Task is to provide knowledge transfer to at least two (2) CITY administrators on the final power subsystems prior to final acceptance of the Project.

Task 4 - Deliverables:

Documentation, Manuals, Training Materials: CONSULTANT shall provide CITY with any and all user manuals and/or other documentation needed for effective knowledge transfer regarding power substations use and onsite administration. Materials may be provided in electronic format.

TASK 5 – CERTIFICATE OF COMPLETION

Upon completion of all aspects of this Project, including all training and fine-tuning of the power substations, CONSULTANT shall issue a Certificate of Completion to CITY.

EXHIBIT B

SCHEDULE OF RATES AND PAYMENT

CITY shall compensate CONSULTANT in an amount not to exceed One Hundred Twenty Four Thousand Seven Hundred and Eight Dollars and Thirty-Eight Cents (\$124,708.38) as described in this Exhibit.

CONSULTANT shall submit an itemized statement to CITY for its services performed, which shall include documentation setting forth in detail a description of the services rendered. CITY shall pay CONSULTANT the amount of such undisputed billing within thirty (30) days of receipt of same.

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.	15	PULSMXL5000-XL5U (MX UPS RT 5kVA, Online UPS): Double conversion topology, 208V in and out; Input: Terminal block with L6-30 Cord. Output: Hardwired, (3)L6-30R, (2)L5-20R, (6)5-20R. (t)	\$3,536.00	\$53,040.00
2.	3	PULSML2200-XL3U (Pulsar EX UPS 2.2kVA, Online UPS): Double conversion topology, 120V in and out; Input: 5-20 Cord. Output: (1)L5-20R, (6)5-20R. (t)	\$857.04	\$2,571.12
3.	18	66102 (Network Management Card). (t)	\$209.04	\$3,762.72
4.	7	EPS2-421-6000: EPS Power System includes two rectifier positions, SC2000 controller, ten load breaker positions, two battery breaker positions, IOB, LVD, and two IEC Sockets. (t)	\$1,473.46	\$10,314.22
5.	14	EPR48-3G: Rectifier, 900W, 48Vdc, 208/240VAC input, 550W at 120VAC input. (t)	\$287.04	\$4,018.56
6.	14	88-92310: AC Cord Set, C15 to NEMA 5-15P. (t)	\$57.41	\$803.74
7.	14	307-02001-11: EPS Circuit Breaker, 20A (Load Breaker). (t)	\$26.79	\$375.06
8.	14	307-01001-11: Circuit Breaker, 10A (Load Breaker). (t)	\$26.79	\$375.06
9.	1 Lot	Electrical Materials: This includes any needed EMT conduit, wire, connectors, and couplings to install the above units at each location. (t)	\$10,000.00	\$10,000.00
10.	1 Lot	Labor and Travel Expenses to perform the following Scope of Work during normal working hours (Not including holidays).	\$30,037.50	\$30,037.50
11.	1	Estimated Freight (t)	\$1,000.00	\$1,000.00
12.	1	Taxes (9.75%)	\$8,410.40	\$8,410.40
			TOTAL:	\$124,708.38



CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED (CONTRACTOR)

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	LIMITS		AGGREGATE
				B.I.	P.D.	
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION					

It is hereby understood and agreed that the **City of Beverly Hills**, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement: (name of insured)

It is further agreed that the following indemnity agreement between the **City of Beverly Hills** and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the **City of Beverly Hills**.

In the event of cancellation or material change in the above coverage, the company will give **30 days'** written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: _____

BY: _____

Authorized Insurance Representative

AGENCY: _____

TITLE: _____

ADDRESS: _____

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND MATRIX IMAGING
PRODUCTS, INC. TO PROVIDE DOCUMENT CONVERSION
SERVICES

NAME OF CONSULTANT: Matrix Imaging Products, Inc.

RESPONSIBLE PRINCIPAL OF CONSULTANT: J.W. Linhart, President and Chief Executive Officer

CONSULTANT'S ADDRESS: 3151 Airway Avenue, Suite H-1
Costa Mesa, California 92626-4624
Attention: J.W. Linhart, President and Chief Executive Officer

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: David Schirmer
Chief Information Officer

COMMENCEMENT DATE: Upon Notice to Proceed

TERMINATION DATE: June 30, 2012

CONSIDERATION: Not to exceed \$240,000.00

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND MATRIX IMAGING
PRODUCTS, INC. TO PROVIDE DOCUMENT CONVERSION
SERVICES

This Amendment No. 1 is to that Agreement between the City of Beverly Hills (hereinafter called "CITY") and Matrix Imaging Products, Inc. (hereinafter called "CONSULTANT") dated May 4, 2010 and identified as Contract No. 157-10 ("Agreement"), to provide document conversion services, a copy of which is on file in the City Clerk's office.

RECITALS

A. CITY entered into an agreement with CONSULTANT for document conversion services on May 4, 2010.

B. CITY now desires to modify the Agreement to extend the Termination Date and increase the Consideration for additional services.

NOW, THEREFORE, the parties agree as follows:

Section 1. The Termination Date shall be amended as set forth above.

Section 2. The Consideration shall be modified as set forth above.

Section 3. Except as specifically amended by this Amendment No. 1, the Agreement dated May 4, 2010 and identified as Contract No. 157-10 shall remain in full force and effect.

Executed the _____ day of _____, 201____, at Beverly Hills,
California.

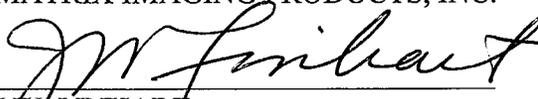
CITY OF BEVERLY HILLS
A Municipal Corporation

Barry Brucker
Mayor of the City of Beverly Hills,
California

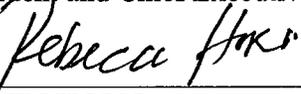
ATTEST:

(SEAL)
BYRON POPE
City Clerk

CONSULTANT:
MATRIX IMAGING PRODUCTS, INC.

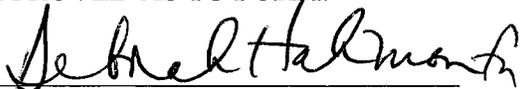


J.W. LINHART
President and Chief Executive officer



BECKY HORN
Vice President and Treasurer

APPROVED AS TO FORM:



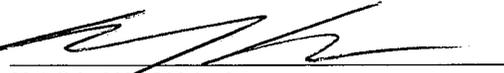
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY KOLIN
City Manager



DAVID SCHIRMER
Chief Information Officer



KARL KIRKMAN
Risk Manager