



## AGENDA REPORT

**Meeting Date:** July 7, 2011

**Item Number:** F-21

**To:** Honorable Mayor & City Council

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

**Subject:** APPROVAL OF AGREEMENTS AND AMENDMENTS TO AGREEMENTS WITH VARIOUS VENDORS FOR PROVISION OF ANNUAL SERVICES; AND  
  
APPROVAL OF BLANKET PURCHASE ORDERS FOR SUPPLIES AND SERVICES FOR THE CITY'S DEPARTMENTS IN THE TOTAL NOT-TO-EXCEED AMOUNT OF \$22,500,323.77

**Attachments:** 1. Agreements (9)  
2. Exhibit A

---

### RECOMMENDATION

Staff recommends that the City Council approve the agreements and amendments to agreements with:

- ITEM A. ACCUVANT, INC. TO PROVIDE CONSULTING SERVICES RELATED TO THE CITY'S WIRELESS SYSTEM
- ITEM B. BARTRONICS AMERICA, INC. FOR INFORMATION TECHNOLOGY COSULTING SERVICES RELATING TO WEB AND MOBILE APPLICATIONS ON AN AS-NEEDED BASIS
- ITEM C. MICROSOFT LICENSING, GP (COMPUCOM) FOR INFORMATION TECHNOLOGY LICENSING OF MICROSOFT PRODUCTS

- ITEM D. DELTAWRX, LLC TO PROVIDE CONSULTING SERVICES RELATED TO THE PLANNING AND FACILITATING OF CURRENT INFORMATION TECHNOLOGY ENTERPRISE PROJECTS
- ITEM E. INTEGRATED MEDIA TECHNOLOGIES, INC. TO PROVIDE PROFESSIONAL SERVICES AND EQUIPMENT RELATED TO THE CITY'S NETWORK LAN, WAN, AND MAN NETWORKS ENGINEERING SERVICES
- ITEM F. MAINLINE INFORMATION SYSTEMS, INC. FOR INFORMATION TECHNOLOGY CONSULTING SERVICES
- ITEM G. MATRIX IMAGING PRODUCTS, INC. TO PROVIDE DOCUMENT CONVERSION SERVICES
- ITEM H. PC MALL GOV INC FOR PROVISION OF DS3 TRANSPORT/BANDWIDTH INTERNET ACCESS FOR CITY WEB SERVICES
- ITEM I. PIPS TECHNOLOGY, INC. FOR AS-NEEDED SERVICES RELATED TO MAINTENANCE AND SUPPORT OF THE CITY'S AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS (APLR)

And approve the annual blanket purchase orders identified on Exhibit A in the total amount of \$22,500,323.77.

### **INTRODUCTION**

This report seeks City Council approval of the annual blanket purchase orders (BPO) to cover items or services available from particular vendors ordered by City departments on an "as-needed" basis. Due to the nature of some of the services provided, agreements are in some cases also required. This report is a request for City Council approval of agreements related to the annual services and authorization to issue the BPOs described herein. BPOs are traditionally brought to the City Council in the beginning of the fiscal year and intended to facilitate staff implementation of the adopted budget for the fiscal year.

### **DISCUSSION**

The City issues BPOs to vendors who provide goods and services to City departments throughout a fiscal year. By issuing these vendors one purchase order rather than several, the City increases its efficiency and saves money. Additionally, by having a BPO issued to a vendor, a department is not faced with delays in obtaining goods or services necessary to perform its duties. For instance, when Police Department vehicles are damaged, providing BPOs to more than one local body shop allows the Vehicle Maintenance Division to receive competitive quotations and repair vehicles with a minimum of delay.

Since BPOs consolidate many small purchases into one large purchase, the City receives the added benefit and protection of formal bidding and City Council or City Manager approval required for larger purchases. For the majority of these requests, City staff prepares and issues a Request for Proposal (RFP) and then City Council awards contracts, normally on a three-year basis. In addition, department staff periodically checks pricing to ascertain that the City continues to obtain the most competitive prices.

While the price for goods and services is a concern, it is never the sole determining factor in making a purchasing decision. Important considerations include the reliability of a product, the ability of a vendor to provide continuing service, current usage of a specific brand of product by the City, timely availability, quality, location (if some items are to be picked up by staff) and vendor performance. The total benefit to the City is the most important consideration in a purchasing decision of goods or services. The initial cost is a factor in the equation, but the net cost over the life of the product or service is of greater value.

Even though BPOs are issued, individual orders for goods or services (except routine, scheduled maintenance type services) must be specifically authorized in advance by a department head or supervisor. The City does not guarantee any minimum annual purchase and can cancel a BPO at any time and is under no obligation to spend any or all funds encumbered under a BPO. BPOs are for the convenience of the City and its daily operational needs. All BPOs automatically expire on June 30 of any given fiscal year.

The vendors and dollar amounts listed in Exhibit A are for items approved within the Fiscal Year 2011-2012 budget.

**FISCAL IMPACT**

Funds for each of the BPOs requested in Exhibit A have been approved in the Fiscal Year 2011/2012 budget. The total of all requests within this report is \$22,500,323.77.

  
Noel Marcoux  
Finance Approval

  
Scott G. Miller  
Approved By

# **Attachment 1**

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
ACCUVANT, INC. TO PROVIDE CONSULTING SERVICES RELATED TO  
THE CITY'S WIRELESS SYSTEM

NAME OF CONSULTANT: Accuvant, Inc.

RESPONSIBLE PRINCIPAL OF CONSULTANT: Jake Bowman, Project Coordinator

CONSULTANT'S ADDRESS: 2321 Rosecrans Ave, Ste 2240  
El Segundo, CA 90245  
Attention: Jake Bowman  
Project Coordinator

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

COMMENCEMENT DATE: July 1, 2011

TERMINATION DATE: June 30, 2012

CONSIDERATION: Not to exceed \$200,000 based on the rates  
set forth in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
ACCUVANT, INC. TO PROVIDE CONSULTING SERVICES RELATED TO  
THE CITY'S WIRELESS SYSTEM

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

NOW, THEREFORE, the parties agree as follows:

**Section 1. Scope of Work.** CONSULTANT shall perform the Scope of Work described in Exhibit A in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

**Section 2. Term of Agreement.** This Agreement shall commence on July 1, 2011 and shall terminate on June 30, 2012.

**Section 3. Time of Performance.** CONSULTANT shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY in the manner described in Exhibit A. CONSULTANT shall complete the services in conformance with the project timeline established by the City Manager or his designee.

**Section 4. Compensation.**

(a) If services are requested by the City, City agrees to compensate CONSULTANT, and CONSULTANT agrees to accept in full satisfaction for the services required by this Agreement the Consideration more particularly described in Exhibit B, attached hereto and incorporated herein by this reference. Said Consideration shall constitute reimbursement of CONSULTANT's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the CONSULTANT be paid more than the yearly maximum Consideration set forth above.

(b) CONSULTANT shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B. Any expenses incurred by CONSULTANT which are not expressly authorized by this Agreement will not be reimbursed by CITY.

**Section 5. Method of Payment.** CONSULTANT shall submit to City a detailed invoice (as is further described in Exhibit B), on a monthly basis or less frequently, for the

services performed pursuant to this Agreement. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice.

**Section 6. 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 7. 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 8. 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 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 9. 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 10. 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 11. 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 12. 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 Million Dollars (\$1,000,000) for each occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, 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, 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 13. 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 14. Termination.**

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar 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 15. 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 16. 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 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. Governing Law.** The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

**Section 22. City Not Obligated to Third Parties.** CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

**Section 23. 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 June 2011, at Beverly Hills, California.

A Municipal Corporation

\_\_\_\_\_  
BARRY BRUCKER:  
Mayor of the City of  
Beverly Hills, California

ATTEST:

\_\_\_\_\_  
BYRON POPE (SEAL)  
City Clerk

CONSULTANT: ACCUVANT, INC.



ED WITTMAN  
Chief Financial Officer



DAN BURNS  
Vice President of Sales

[Signatures continue]

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 consulting services related to CITY's current and proposed Wi-Fi system which include the following:

PLANNING. Provide planning activities as follows:

- Provide a scope for each engagement requested by the CITY and confirm that work requested by City has been accurately captured in the project proposal and to identify any significant obstacles to implementing the solution prior to coming onsite
- Provide engineering services to establish proper quantities and placement of the Wi-Fi data LAN components
- Scan and monitor active radio frequencies in areas of City Hall where Wi-Fi is to be deployed using specialized equipment
- Conduct pre-project call(s) to gather the detailed information about the CITY environment necessary to perform the rest of the deployment
- Conduct a kick-off meeting to allow the entire project team to meet, review project objectives and strategy, and confirm the project plan and each team member's responsibilities
- Introduce team members and their role in the project
- Perform a review of the project's success criteria
- Perform a detailed walkthrough of the project plan, assigning dates and times of deliverables, status reporting requirements, and any change control impacts
- Confirm that CONSULTANT understands CITY's point(s) of contact and has all of the necessary materials and access to begin its work

CONFIGURATION. Provide configuration services as follows:

- Create a configuration/policy to implement defined policies on new systems
- Stage and configure any additional Aruba 6000 chassis components and/or Aruba access points
- Configure an internal wireless SSID with WPA2/Enterprise authentication (RADIUS > Active Directory)
- Configure an internal wireless SSID for the Vocera badges, with limited access to the internal network and optimized authentication and power management settings
- Informal training targeted to Information Technology staff
- Spot test CITY's access

DEPLOYMENT . Provide development services as follows:

- Conduct testing services such as validate installation and configuration
- Route test traffic through the new system and test the various configuration rules to ensure they are correct
- Troubleshoot & modify configuration as needed
- Migrate new solution into production—cutover to production
- Implement cut-over plan to production

CLOSING. Provide closing services as follows:

- Provide knowledge transfer to ensure that City personnel have the necessary skills to support and maintain the security solution going forward
- Conduct an informal knowledge transfer session with designated City personnel on utilizing the system to increase proficiency and ensure maximum results are achieved

(collectively "Services").

The above Services shall be provided to the CITY on an as-needed basis as directed by the CITY in the manner set forth herein.

For each requested engagement, CONSULTANT shall provide CITY with a written proposal which shall include (at a minimum) a detailed scope of work, deliverables and payment milestones ("Proposal"). The City shall review and approve in writing such Proposal prior to the commencement of work. Upon approval, such Proposal shall be incorporated herein as if set forth in full and the services provided thereunder such Proposal shall be subject to the terms and conditions of this Agreement. The City shall issue a written authorization to proceed for each accepted Proposal.

## EXHIBIT B

### SCHEDULE OF PAYMENT AND RATES

For the term of this Agreement, including any extensions, CONSULTANT shall be paid for the services provided herein at the hourly rate of \$195.00. In no event shall the total compensation per each year exceed \$200,000.

CONSULTANT shall submit a detailed and itemized invoice(s) for the services rendered, which invoice shall include for each fee entry the following information: (i) the date each task is performed; (ii) the identifier of the timekeeper that performed each task (i.e. initials or timekeeper number); (iii) the hours or portion thereof, billed for the task that reflects the actual time spent on each activity; (iv) a clear description of the activity performed (each task must be billed as a separate entry and time should not be embedded); and (v) total fees billed for each entry. Unless provided for in the Proposal, this Agreement provides for no reimbursement of expenses.

EXHIBIT C

CERTIFICATE OF INSURANCE

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

**NAMED INSURED**

Please see attached

**COMPANIES AFFORDING COVERAGE**

- A.
- B.
- C.

**ADDRESS** Certificate of Insurance

COMPANY (A.B.C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	<input type="checkbox"/> AUT MOBILE 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"/> WORKER'S 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:

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 : \_\_\_\_\_  
 \_\_\_\_\_



AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Van Gilder Insurance Corp.		NAMED INSURED Accuvant, Inc. 1125 17th Street Suite 1700 Denver CO 80202	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Policy Number: PCD004004700  
Limit: \$1,000,000; Deductible: \$10,000

Professional Liability limit amended to \$5,000,000 effective 04/22/2011.  
Evidence of Insurance Coverage

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
BARTRONICS AMERICA, INC. FOR INFORMATION TECHNOLOGY  
CONSULTING SERVICES RELATING TO WEB AND MOBILE  
APPLICATIONS ON AN AS-NEEDED BASIS

NAME OF CONSULTANT:	Bartronics America, Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Pundarika Bibireddy, Chief Operational Officer & Executive Vice President for Global Sales
CONSULTANT'S ADDRESS:	485 US Highway 1 South, Bldg. E Suite 240 Iselin, New Jersey 08830 Attention: Pundarika Bibireddy, Chief Operational Officer and Executive Vice President of Global Sales
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: David Schirmer Chief Information Officer
COMMENCEMENT DATE:	July 1, 2011
TERMINATION DATE:	June 30, 2012
CONSIDERATION:	Not to exceed \$ 150,000.00 based on the rates set forth in Exhibit B



AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
BARTRONICS AMERICA, INC. FOR INFORMATION TECHNOLOGY  
CONSULTING SERVICES RELATING TO WEB AND MOBILE  
APPLICATIONS ON AN AS-NEEDED BASIS

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

RECITALS

A. CITY desires to have certain services 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. 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.

**Section 2. Term of Agreement.** This Agreement shall commence on July 1, 2011 and shall terminate on June 30, 2012.

**Section 3. Time of Performance.** CONSULTANT shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY in the manner described in Exhibit A. CONSULTANT shall complete the services in conformance with the project timeline established by the City Manager or his designee.

**Section 4. Compensation.**

(a) If services are requested by the City, City agrees to compensate CONSULTANT, and CONSULTANT agrees to accept in full satisfaction for the services required by this Agreement the Consideration more particularly described in Exhibit B, attached hereto and incorporated herein by this reference. Said Consideration shall constitute reimbursement of CONSULTANT's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the CONSULTANT be paid more than the yearly maximum Consideration set forth above.

(b) CONSULTANT shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B. Any expenses incurred by CONSULTANT which are not expressly authorized by this Agreement will not be reimbursed by CITY.

**Section 5. Method of Payment.** CONSULTANT shall submit to City a detailed invoice (as is further described in Exhibit B), on a monthly basis or less frequently, for the



services performed pursuant to this Agreement. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice.

**Section 6. 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 7. 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 8. 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 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 9. 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 10. 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 11. 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 12. 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-CONSULTANTS 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, 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 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 13. 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 14. Termination.**

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar 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 15. 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 16. 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 17. 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 18. 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 19. 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 20. 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 21. 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 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 \_\_\_\_\_ 2011, at Beverly Hills, California.

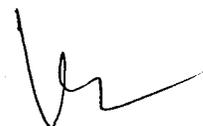
CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
BARRY BRUCKER  
Mayor of the City of  
Beverly Hills, California

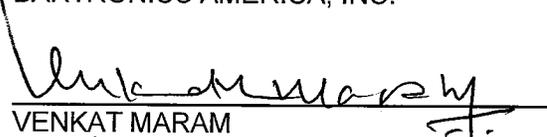
ATTEST:

\_\_\_\_\_  
BYRON POPE  
City Clerk

(SEAL)



CONSULTANT:  
BARTRONICS AMERICA, INC.



---

VENKAT MARAM  
President and Chief Executive Officer



---

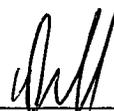
SUNDARESAN SUNDARAM  
Vice President: Finance

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 information technology consulting services related to the CITY's web and mobile applications and shall include the following:

- i. Analyze business requirements and subsequently create high-level technical design documents and detailed technical specifications for web and mobile applications, in accordance with CITY architecture standards
- ii. Develop application code as necessary
- iii. Test unit and system application code as well as execute implementation activities
- iv. Identify, document and estimate the technical tasks of projects of varying sizes and levels of complexity
- v. Analyze and identify technical areas of improvement within existing web and mobile applications
- vi. Work with internal IT teams to complete project activities, such as infrastructure, architecture and database design
- vii. Develop solutions, test systems, present solutions, and provide training and applications support.

(collectively "Services").

The above Services shall be provided to the CITY on an as-needed basis as directed by the CITY in the manner set forth herein.

For each requested engagement, CONSULTANT shall provide CITY with a written proposal which shall include (at a minimum) a detailed scope of work, deliverables and payment milestones ("Proposal"). The City shall review and approve in writing such Proposal prior to the commencement of work. Upon approval, such Proposal shall be incorporated herein as if set forth in full and the services provided thereunder such Proposal shall be subject to the terms and conditions of this Agreement. The City shall issue a written authorization to proceed for each accepted Proposal.

## EXHIBIT B

### SCHEDULE OF PAYMENT AND RATES

For the term of this Agreement, CONSULTANT shall be paid for the services provided herein at the hourly rate of \$20.00. In no event shall the total compensation exceed \$150,000.

CONSULTANT shall submit a detailed and itemized invoice(s) for the services rendered, which invoice shall include for each fee entry the following information: (i) the date each task is performed; (ii) the identifier of the timekeeper that performed each task (i.e. initials or timekeeper number); (iii) the hours or portion thereof, billed for the task that reflects the actual time spent on each activity; (iv) a clear description of the activity performed (each task must be billed as a separate entry and time should not be embedded); and (v) total fees billed for each entry. Unless provided for in the Proposal, this Agreement provides for no reimbursement of expenses.



EXHIBIT C

**CERTIFICATE OF INSURANCE**

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

**NAMED INSURED**

**COMPANIES AFFORDING COVERAGE**

- A.
- B.
- C.

**ADDRESS**

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS	
					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 <input type="checkbox"/>					

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:

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: \_\_\_\_\_  
 \_\_\_\_\_

RM02.DOC REVISED 10/14/96.

# Program Signature Form

MBA/MBSA number

Agreement number

SGN-

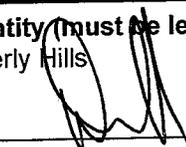
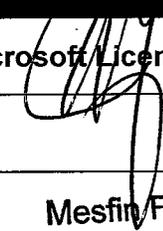
**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enterprise Enrollment	X20-01112
<Choose Enrollment/Affiliate Registration Form>	Document Number or Code
<Choose Enrollment/Affiliate Registration Form>	Document Number or Code
<Choose Enrollment/Affiliate Registration Form>	Document Number or Code
Supplemental EA Terms & Conditions	none
Enterprise Enrollment Amendment	CTM (New)
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	Microsoft Affiliate
Name of Entity (must be legal entity name) * City of Beverly Hills	Microsoft Licensing, GP
Signature * 	Signature 
Printed Name * David Schirmer	Printed Name Mesfin Felleke
Printed Title * Chief Information Officer	Printed Title Program Manager, Compliance
Signature Date * 6/15/11	Signature Date JUN 09 2011 <small>(date Microsoft Affiliate countersigns)</small>

MICROSOFT -

CITY OF BEVERLY HILLS, a municipal  
corporation

\_\_\_\_\_  
BARRY BRUCKER  
Mayor of the City of Beverly Hills,  
California

ATTEST:

\_\_\_\_\_  
BYRON POPE (SEAL)  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
JEFFREY KOLIN  
City Manager

  
\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager

<b>Tax ID</b>	<b>Effective Date</b> (may be different than Microsoft's signature date)
---------------	---

\* indicates required field

**Optional 2<sup>nd</sup> Customer signature or Outsourcer Signature (if applicable)**

<b>Customer</b>	<b>Outsourcer</b>
<b>Name of Entity (must be legal entity name) *</b>	<b>Name of Entity (must be legal entity name) *</b>
<b>Signature *</b> _____	<b>Signature *</b> _____
<b>Printed Name *</b>	<b>Printed Name *</b>
<b>Printed Title *</b>	<b>Printed Title *</b>
<b>Signature Date *</b>	<b>Signature Date *</b>

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form. If no media form is included, no physical media will be sent.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Licensing, GP**  
 Dept. 551, Volume Licensing  
 6100 Neil Road, Suite 210  
 Reno, Nevada 89511-1137  
 USA

<b>Prepared By:</b> Bruce Valentin bvalenti@compucom.com
---

## Enterprise Enrollment Amendment ID CTM

CA-Fsilver-CBVH21

1. On page 2 (two) of the enrollment, the paragraph entitled "Effective Date" is hereby amended and restated in its entirety as follows:

Effective Date. The effective date of this enrollment is June 1, 2011.

2. The section of the enrollment entitled "Term" is amended and replaced in full with the following:

Term. This enrollment will expire 38 full calendar months from the effective date of this unless terminated earlier or renewed as provided in the Microsoft Enterprise Agreement. We will provide you with written notice 60 days prior to expiration of the initial enrollment or renewal term advising you of your renewal options.

As a result of the revised term, the anniversary dates shall be deemed to be

- 1st anniversary (August 1, 2011)
- 2nd anniversary (August 1, 2012)
- 3rd anniversary (August 1, 2013)
- Expiration date (August 31, 2014)

3. Notwithstanding anything to the contrary in this enrollment, or in the Enterprise Agreement associated herewith, we will invoice your reseller for the 3-year cost of the enterprise products (and, if applicable, the additional products) licensed pursuant to your initial order under this enrollment in 4 unequal installments, as follows:

Invoice Date	ERP
Upon Receipt	\$28,069
August 1, 2011	\$168,453
August 1, 2012	\$168,453
August 1, 2013	\$168,453

**This amendment must be attached to a signature form to be valid.**

Enterprise Enrollment

State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>		Proposal ID	CA-Fsilver-CBVH21
Previous Enrollment number <i>(Reseller to complete)</i>	5640837	Earliest expiring previous Enrollment end date <sup>1</sup>	5/31/2011

<sup>1</sup> If consolidating from multiple previous Enrollments with Software Assurance, complete the multiple previous Enrollment form and attach it to this Enrollment. Enterprise Products can only be renewed from a Qualifying Enrollment. Additional Products can be renewed from any previous Enrollment with Software Assurance.

**This Enrollment must be attached to a signature form to be valid.**

This Microsoft Enterprise Enrollment is entered into between the entities as of the effective date identified in the signature form. Customer represents and warrants that it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified above.

This Enrollment consists of (1) this document, (2) the terms of the Enterprise Agreement identified on the signature form, and (3) any supplemental contact information form or multiple previous enrollment form that may be required. If Customer's Enterprise Agreement is a version 6.4 or earlier, the Desktop Terms and Conditions are incorporated by reference.

All terms used but not defined are located at <http://microsoft.com/licensing/contracts>. In the event of any conflict the terms of this agreement control.

**Effective date.** If Customer is renewing Software Assurance from one or more previous Qualifying Enrollments, then the effective date will be the day after the first Enrollment expires. Otherwise the effective date will be the date this Enrollment is accepted by Microsoft.

If renewing Software Assurance, the Reseller will need to insert the previous Enrollment number and end date in the respective boxes above.

**Term.** This Enrollment will expire 36 full calendar months from the effective date. It could be terminated earlier or renewed as provided in the Microsoft Enterprise Agreement. Microsoft will advise Customer of the renewal options before it expires.

**Product order.** The Reseller will provide Customer with Customer's Product pricing and order. Prices and billing terms for all Products ordered will be determined by agreement between Customer and the Reseller. The Reseller will provide Microsoft with the order separately from this Enrollment.

**Qualifying systems Licenses.** All desktop operating system Licenses provided under this program are upgrade Licenses. *No full operating system Licenses are available under this program.* If Customer selects the Desktop Platform or the Windows Desktop Operating System Upgrade & Software Assurance, all Qualified Desktops on which the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product List at <http://microsoft.com/licensing/contracts>. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of the order. That list is more extensive at the time of the initial order than it is for some subsequent true-ups and system refreshes during the term of this Enrollment.

*For example, Windows XP Home Edition or successor Products are not qualifying operating systems.*

## 1. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (\*) indicate required fields. By providing contact information, Customer consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <http://licensing.microsoft.com>.

- a. **Primary contact information:** The Customer of this Enrollment must identify an individual from inside its organization to serve as the primary contact. This contact is the default administrator for this Enrollment and receives all notices unless Microsoft is provided written notice of a change. The administrator may appoint other administrators and grant others access to online information.

**Name of entity (must be legal entity name)\*** City of Beverly Hills  
**Contact name\* First** Murugan **Last** Krishnan  
**Contact email address\*** mkrishnan@beverlyhills.org  
**Street address\*** 455 N. Rexford Drive  
**City\*** Beverly Hills **State \*** CA **Postal code\*** 90210  
**Country\*** USA  
**Phone\*** 310-285-2585 **Fax** 310-246-1567  
**Tax ID** (if applicable)

- b. **Notices and online administrator:** This individual receives online administrator permissions and thus may grant online access to others. This contact also receives all notices.

*Same as primary contact*

**Name of entity (must be legal entity name)\***

**Contact name\* First**                      **Last**

**Contact email address\***

**Street address\***

**City\***                      **State \***                      **Postal code\***

**Country\***

**Phone\***                      **Fax**

This contact is a third party (not the Customer). Warning: This contact receives personally identifiable information of the Customer.

- c. **Language preference:** Select the language for notices. English
- d. **Microsoft account manager:** Provide the Microsoft account manager contact for this Customer.

**Microsoft account manager name:** Todd Strong

**Microsoft account manager email address:** tstrong@microsoft.com

- e. If Customer requires a separate contact for any of the following, attach the Supplemental Contact Information form. Otherwise, the notices contact remains the default.

- Additional notices contact
- Software Assurance manager
- Subscription manager
- Online Services manager
- Customer Support Manager (CSM) contact

- f. Is a purchase under this Enrollment being financed through MS Financing?  Yes,  No.

**g. Reseller information**

**Reseller company name\*** CompuCom Systems, Inc.  
**Street address (PO boxes will not be accepted)\*** 7171 Forest Lane  
**City\* Dallas State \* TX Postal code\*** 75230  
**Country\*** USA  
**Contact name \*** Bruce Valentin  
**Phone\*** 972-856-4617  
**Fax**  
**Contact email address\*** bvalenti@compucom.com

The undersigned confirms that the information is correct.

**Name of Reseller\*** CompuCom Systems, Inc.

**Signature\*** Bruce E. Valentin

**Printed name\*** Bruce Valentin

**Printed title\*** Microsoft Licensing Specialist

**Date\*** 6/10/2011

**Changing a Reseller.** If Microsoft or the Reseller chooses to discontinue doing business with one another, Customer must choose a replacement. If Customer intends to change the Reseller, it must notify Microsoft and the former Reseller, in writing on a form provided at least 90 days prior to the date on which the change is to take effect. The change will take effect 90 days from the date of Customer's signature.

**2. Defining your Enterprise.**

Use this section to identify which Affiliates are included in the Enterprise. Customer's Enterprise must consist of entire government agencies, departments or legal jurisdictions, not partial government agencies, departments, or legal jurisdictions. (Check only one box in this section.)

- Only you (and no other affiliates) will be participating
- Customer and all Affiliates are included (*excluding* new Affiliates with which you consolidate in the future)
- The following Affiliates are excluded

**3. Establishing Customer price level.**

The price level indicated in this section will be the price level for the initial Enrollment term for all Enterprise Products ordered and for any Additional Products in the same pool(s). The price level for any other Additional Products will be level "D".

<b>Qualified Desktops:</b> Customer represents that the total number of Qualified Desktops in its Enterprise is, or will be increased to, this number during the initial term of this Enrollment (This number must be equal to at least 250 desktops).	<b>700</b>
--	------------

**Qualified Users:** Customer represents that the total number of Qualified Users in its Enterprise is, or will be increased to, this number during the initial term of this Enrollment (This number must be equal to at least 250 users).

Number of desktops/ users	Price level
250 to 2,399	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Price level (for pools in which Customer orders an Enterprise Product):	Qualified Desktop	Qualified User
	D	D

Price level (for pools in which Customer does not order an Enterprise Product):	Price level "D"
---	-----------------

#### 4. Enterprise Product orders.

Customer must select a desktop platform or any individual Enterprise Product before it can order Additional Products. The CAL selection must be the same across the Enterprise. The components of the current versions of any Enterprise Product are identified in the Product List.

**Enterprise Product Selection**

Please choose the Enrolled Affiliate's desktop option (Select 1):

Enterprise Desktop with MDOP     Enterprise Desktop  
 Professional Desktop with MDOP     Professional Desktop  
 **Custom Desktop or Individual Enterprise Product Component(s):**

Select at least 1 component. (For full platform, Windows Desktop, Office, and Client Access License components must all be selected.)

**Windows Desktop (Includes Windows Desktop Operating System Upgrade and Windows VDA):** Windows Desktop  
 **Office:** Office Professional Plus  
 **Client Access License:** Core CAL

**For any Client Access Licenses, please indicate whether licensing by Desktop or User:** Desktop

Unless stated/indicated otherwise, Microsoft will invoice Customer's Reseller in 3 equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and thereafter on the anniversary of the Enrollment. All subsequent new Additional Products and true-ups are billed in full.

# Enterprise Enrollment State and Local Supplemental Enterprise Agreement Terms and Conditions

The following terms are required to update and supplement your license agreement to make it consistent with the current version of the Enterprise Agreement program and to allow for additional features and benefits which may or not have been available on the effective date of your license agreement.

For example, these terms address the following:

- your option to license some Client Access Licenses (“CALs”) on a per user basis (“user-based CALs”), rather than on a per device basis, and some rights and obligations associated with user-based CALs;
- terms relating to ordering and use of online services;
- your right to order “step-up” licenses; and
- your ability, in some jurisdictions, to arrange for customized payment terms.

These terms and conditions amend your license agreement as it applies to this enrollment and any subsequent enrollments you or an enrolled affiliate enters into under it. It does not affect any prior enrollment already in existence. In the case of any conflict between these terms and conditions and the terms and conditions of your license agreement, these terms control.

## 1. **Definitions.**

If your license agreement does not already include a definition for “qualified users,” the following definition of “qualified users” is added. In addition, if any references appear in your license agreement to the “Core User CAL” or “Core CAL,” those references will be deemed to refer to any user-based CALs.

“online services” means the Microsoft-hosted services identified in the online services section of the Product Use Rights.

“qualified user” means a person who (1) is a user of a qualified desktop or (2) accesses any server software or online services licensed within an enrolled affiliate’s enterprise. It does not include a person who accesses the server software or online services solely under a license identified in the qualified user exemptions in the product list.

## 2. **Terms relating to user-based CALs.**

- a. Price levels where user-based CALs are ordered.** When user-based CALs are ordered as an enterprise product, other than as part of the “platform,” the price level for any enterprise products or additional products ordered from the server pool will be set based on the enrolled affiliate’s initial number of qualified users, rather than its initial number of qualified desktops.

Similarly, upon any renewal, if user-based CALs are renewed, other than as part of the “platform,” the renewal price level for the server pool will be reset based on the number of the enrolled affiliate’s qualified users at the time of renewal, rather than its number of qualified desktops.

- b. True-ups and update statements where user-based CALs are ordered.** The section of your license agreement that addresses the obligation to place true-up orders and submit update statements is hereby modified to require that, where user-based CALs are ordered as an enterprise product, the enrolled affiliate must determine the number of qualified users in its enterprise and, where that number has increased, submit a true-up order for L&SA for its user-based CALs covering those additional qualified users. If the number of qualified users has not increased, the enrolled affiliate must confirm this fact on its update statement.

At each anniversary, enrolled affiliate must submit either a true-up order or an update statement. This annual true-up order or update statement must be submitted between 60 days prior to, or 15 days following, the anniversary of the effective date of the enrollment to meet the annual true-up requirement. The third-year anniversary true-up order or update statement is due prior to, or upon the expiration date of, the enrollment term. While this annual true-up order or update statement are required to be submitted at the anniversary and upon enrollment expiration, an Enrolled Affiliate may also true-up more frequently and at any time during the term of the Enrollment.

Our commitment to work with the enrolled affiliate in good faith to accommodate changes in the number of its *qualified desktops* by more than ten percent as a result of mergers, acquisitions or divestitures will also apply, if user-based CALs are ordered as an enterprise product, in cases where the number of its *qualified users* changes by more than ten percent.

- c. **License grant for user-based CALs.** The following clarifications are made to the section of your license agreement titled "License grant — what your enrolled affiliates are licensed to run," to account for user-based CALs:

*For CALs, your license grant is as follows:* during the term, each qualified desktop (if device-based CALs have been ordered) or qualified user (if user-based CALs have been ordered) covered by the enrollment may access and use the associated server software.

*Regarding the number of perpetual licenses received for user-based CALs:* When user-based CALs have been ordered as an enterprise product, and once the enrolled affiliate qualifies for perpetual licenses, the number of the enrolled affiliate's perpetual licenses for such CALs will be equal to the number of qualified users covered by the enrollment, rather than the number of qualified desktops.

- d. **Placing renewal orders for user-based CALs.** Upon renewal of an enrollment, if user-based CALs were ordered as an enterprise product, the renewal order must include Software Assurance for such user-based CALs for the number of qualified users covered by the enrollment as of the date of renewal.

At renewal, where applicable, the enrolled affiliate can elect to exchange user-based CALs for device-based CALs or vice versa. In that event, the enrolled affiliate's renewal order must include L&SA for the number of qualified users or qualified desktops in excess of its current count. See the Product List for more information.

### **3. Online services.**

Online services are provided as subscription services and are subject to the unique terms set forth in the Product Use Rights and the Product List.

### **4. Right to order "step-up" Licenses.**

If an already ordered product has multiple editions, an enrolled affiliate may migrate to the higher edition by ordering the applicable step-up. If step up details are included in an initial enrollment order, then the enrolled affiliate may step-up in accordance with the true-up process. If the step-up details are not included in the initial enrollment order, the enrolled affiliate may step-up by placing an order in the month the step-up is first run in accordance with the process set out for adding new additional products not previously ordered.

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
DELTAWRX, LLC TO PROVIDE CONSULTING SERVICES RELATED TO  
THE PLANNING AND FACILITATING OF CURRENT INFORMATION  
TECHNOLOGY ENTERPRISE PROJECTS

NAME OF CONSULTANT:	Deltawrx, LLC
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Brian Hudson Partner & Executive Vice President
CONSULTANT'S ADDRESS:	21700 Oxnard Street, Suite 530 Woodland, CA 91367 Attention: Brian Hudson
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: David Schirmer Chief Information Officer
COMMENCEMENT DATE:	July 1, 2011
TERMINATION DATE:	June 30, 2012
CONSIDERATION:	Not to exceed \$ 100,000 based on the rate set forth in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND DELTAWRX, LLC TO PROVIDE CONSULTING SERVICES RELATED TO THE PLANNING AND FACILITATING OF CURRENT INFORMATION TECHNOLOGY ENTERPRISE PROJECTS

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

RECITALS

A. CITY desires to have certain services 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 Works.

NOW, THEREFORE, the parties agree as follows:

**Section 1. 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.

**Section 2. Term of Agreement.** This Agreement shall commence on July 1, 2011, and shall terminate on June 30, 2012.

**Section 3. Time of Performance.** CONSULTANT shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY in the manner described in Exhibit A. CONSULTANT shall complete the services in conformance with the project timeline established by the City Manager or his designee.

**Section 4. Compensation.**

(a) If services are requested by the City, City agrees to compensate CONSULTANT, and CONSULTANT agrees to accept in full satisfaction for the services required by this Agreement the Consideration more particularly described in Exhibit B, attached hereto and incorporated herein by this reference. Said Consideration shall constitute reimbursement of CONSULTANT's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the CONSULTANT be paid more than the yearly maximum Consideration set forth above.

(b) CONSULTANT shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B. Any expenses incurred by CONSULTANT which are not expressly authorized by this Agreement will not be reimbursed by CITY.

**Section 5. Method of Payment.** CONSULTANT shall submit to CITY a detailed invoice (as is further described in Exhibit B), on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included in the invoice.

**Section 6. 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 7. 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 8. 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 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 9. 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 10. 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 11. 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 12. 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.

(4) A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONSULTANT agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b) CONSULTANT shall require each of its sub-consultants 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, 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 13. 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 14. Termination.**

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar 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 15. 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 16. 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 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. Governing Law.** The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

**Section 22. City Not Obligated to Third Parties.** CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

**Section 23. 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 \_\_\_\_\_ 2011, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
BARRY BRUCKER:  
Mayor of the City of  
Beverly Hills, California

ATTEST:

\_\_\_\_\_  
BYRON POPE  
City Clerk (SEAL)

CONSULTANT: DELTAWRX, LLC



---

MICHAEL THAYER  
Chief Executive Officer

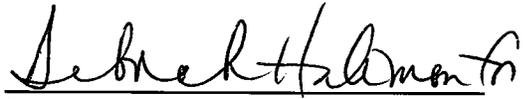


*for*

---

BRIAN HUDSON  
Executive Vice President

APPROVED AS TO FORM:

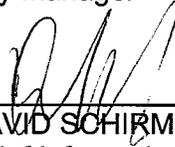


LAURENCE S. WIENER  
City Attorney

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 consulting services such as, but not limited to, research and development services and project management as described below to assist CITY with facilitating successful implementation of Information Technology's current projects. Consulting services shall include, but are not limited to the following on behalf of CITY:

- 1) Research and Development Services – CITY may request that CONSULTANT serve as information gatherer for the purpose of preparing a Request for Proposals (RFP), or a Scope of Work (SOW) on behalf of CITY. CONSULTANT may conduct research and development services which include, but are not limited to the following:
  - a. Building on foundations already in place, conduct additional needs assessments and requirements analyses to ensure required functionality is achieved that includes:
    - i. Assessing whether all functional aspects of the business are duly covered
    - ii. Assessing whether all the business functions and processes are fully integrated
    - iii. Assessing whether all the latest information technology trends are covered
    - iv. Assessing whether the vendor has customizing and implementing capabilities
    - v. Assessing whether the business can absorb the cost
    - vi. Assessing whether the return on investment is optimum
  - vii. Conduct research on vendors and generate a list of qualified vendor(s) who have extensive experience in municipal systems, and identify trends in the industry. Vendors shall possess the following qualifications: (i) history of successful implementations of comprehensive and integrated solutions; and (ii) demonstrate highly rated overall customer satisfaction records, including systems performance, reliability, and customer support.
  - b. If requested by CITY, draft an RFP and/or a SOW which may include:
    - i. Comprehensive upgrades of the CITY's new or existing systems, including, but not limited to implementation services, licensing, support, training, and related services.
    - ii. Integration of the systems with the suite of existing eGov offerings
    - iii. Any RFP and or SOW shall ensure that all hardware, software, equipment, and services required for a successful upgrade are included in the RFP and/or SOW.
  - c. Assist CITY with evaluation of vendor proposals, quotations, and related documentation, as directed by CITY.

- 2) Project Management Services – CITY may request that CONSULTANT serve as the CITY’s project manager and liaison between the CITY departments and the vendor(s) for a specific planned project as chosen by CITY, and shall continue such services through the project engagement to ensure successful implementation, if so requested. CONSULTANT’s project management services shall include, but not be limited to the following:
- a. Serving as a liaison between CITY representatives and the system implementer.
  - b. Scheduling and conducting conference calls and meetings with key CITY representatives as needed.
  - c. Ensuring implementation schedule is maintained and accurate, including completion of all tasks and deliverables including:
    - i. Project planning
    - ii. Business & operational analysis including Gap analysis
    - iii. Business process reengineering
    - iv. Installation and configuration
    - v. Project team training
    - vi. Business requirement mapping
    - vii. Module configuration
    - viii. System interfaces
    - ix. Data conversion
    - x. Custom documentation
    - xi. End user training
    - xii. Acceptance testing
    - xiii. Post implementation/audit support
  - d. Reviewing, verifying and presenting all necessary documentation submitted by the system implementer;
  - e. Assisting in management of system implementer’s technical personnel to ensure uninterrupted service delivery to the CITY;
  - f. Resolving any conflicts during the course of the project; and
  - g. Providing weekly status reports to CITY staff.

(collectively the “Services”).

The above Services shall be provided to the CITY on an as-needed basis as directed by the CITY in the manner set forth herein.

For each requested engagement, CONSULTANT shall provide CITY with a written proposal which shall include (at a minimum) a detailed scope of work, deliverables and payment milestones (“Proposal”). The City shall review and approve in writing such Proposal prior to the commencement of work. Upon approval, such Proposal shall be incorporated herein as if set forth in full and the services provided thereunder such Proposal shall be subject to the terms and conditions of this Agreement. The City shall issue a written authorization to proceed for each accepted Proposal.

## **EXHIBIT B**

### **SCHEDULE OF PAYMENT AND RATES**

For the term of this Agreement, CONSULTANT shall be paid for the services provided herein at the hourly rate of \$175. In no event shall the total compensation for the term exceed \$100,000.

CONSULTANT shall submit a detailed and itemized invoice(s) for the services rendered, which invoice shall include for each fee entry the following information: (i) the date each task is performed; (ii) the identifier of the timekeeper that performed each task (i.e. initials or timekeeper number); (iii) the hours or portion thereof, billed for the task that reflects the actual time spent on each activity; (iv) a clear description of the activity performed (each task must be billed as a separate entry and time should not be embedded); and (v) total fees billed for each entry. Unless provided for in the Proposal, this Agreement provides for no reimbursement of expenses.

EXHIBIT C

CERTIFICATE OF INSURANCE

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

**NAMED INSURED**

**COMPANIES AFFORDING COVERAGE**

**ADDRESS**

- A.
- B.
- C.

COMPANY (A.B.C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS 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 N URY <input type="checkbox"/> EXCESS LIABILIT <input type="checkbox"/> WORKER'S 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:

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

TITLE : \_\_\_\_\_

AGENCY : \_\_\_\_\_ Address : \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
INTEGRATED MEDIA TECHNOLOGIES, INC. TO PROVIDE  
PROFESSIONAL SERVICES AND EQUIPMENT RELATED TO THE  
CITY'S NETWORK LAN, WAN, AND MAN NETWORKS ENGINEERING  
SERVICES

NAME OF CONSULTANT:	Integrated Media Technologies, Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Chris Drynan, VP of Operations
CONSULTANT'S ADDRESS:	Integrated Media Technologies, Inc. 5200 N. Lankershim Blvd. Suite 700 North Hollywood, CA 91601 Attention: Chris Drynan, VP of Operations
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:	June 30, 2012
CONSIDERATION:	Not to exceed \$200,000, based on the rates set Forth in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
INTEGRATED MEDIA TECHNOLOGIES, INC. TO PROVIDE  
PROFESSIONAL SERVICES AND EQUIPMENT RELATED TO THE  
CITY'S NETWORK LAN, WAN, AND MAN NETWORKS ENGINEERING  
SERVICES

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

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 or CONSULTANT shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work 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.

(a) Compensation. CITY agrees to compensate CONSULTANT for the services and/or goods provided 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, based on the hourly rates set forth in Exhibit B.

(b) Expenses. The amount set forth in paragraph 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 CONSULTANT. CONSULTANT is and shall at all times remain, as to CITY, a wholly independent CONSULTANT. 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. CONSULTANT may, at its discretion, source 3<sup>rd</sup> party resources to meet the requirements of the 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) Workers' compensation insurance as required by the State of California.

(b) CONSULTANT shall require each of its sub-CONSULTANTS 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, 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 and CONSULTANT shall have the right to terminate this Agreement for any reason or for no reason upon five calendar 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 or CONSULTANT, 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.

(c) Automatically if CONSULTANT ceases to do business in the normal course, becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to the liquidation or insolvency of Company name which is not dismissed within ninety (90) days or makes an assignment for the benefit of its creditors;

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. Changes in the Scope of Work. City or CONSULTANT shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work 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 17. 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 18. 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 19. 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 20. 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 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. City Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

Section 23. 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.

Section 24. Nonsolicitation of Employees or Sub-contractors. For the period of this contract, and for one (1) year after the cessation of this contract, City agrees to use the services of any employee or subcontractor previously engaged in the scope of this contract only through agreement with IMT. City shall not directly or indirectly, either alone or in concert with others, solicit or entice any employee or subcontractor previously engaged in the scope of this contract to perform services for City, either as an employee or independent contractor. City agrees that restrictions on IMT's employees or subcontractor's conduct in this agreement are reasonable in nature, scope and duration, and that none of them inhibit IMT's employees or sub-contractors ability to make a living or conduct business.

Section 25. Limited Warranties. Any and all warranties for products are provided by the original manufacturer. CONSULTANT provides or implies no warranty for any product.

Section 26. Limitation of Liability. Except for all third party claims which are covered by insurance as addressed in Section 11: (i) each party's aggregate liability to the other for claims relating to the Agreement, whether for breach or in tort, will be limited to the amount paid to CONSULTANT product, service, or materials which are the subject matter of the claims; (ii) neither party will be liable for any indirect, punitive, special, incidental or consequential damage in connection with or arising out of the Agreement (including loss of business, revenue, profits, use, data or other economic advantage) however it arises, whether for breach or in tort, even if that party has been previously advised of the possibility of such damage. Liability for damages will be limited and excluded even if any exclusive remedy provided for in the Agreement fails of its essential purpose.

Section 27. Indemnity and Insurance. City will indemnify IMT and its suppliers from and against all claims, liabilities, damages and costs (including legal fees and costs), relating to (i) City 's use or distribution of Product and Service under this Agreement or (ii) any acts or omissions of City as it relates to the software and the equipment the City provides Consultant to use in the course and scope of completing this agreement. City will use only legally owned or licensed software and hardware in the system to be maintained, and will not require Consultant to use any unlicensed or prohibited software or hardware. This is limited and applicable only to the systems Consultant is assigned responsibility to in their course of work.

Section 28. Limitations of Coverage

- (a) Consultant support is not intended as a replacement for manufacture support contracts.
- (b) City must furnish Consultant with all known manufacturer support contracts for validation and support.
- (c) Consultant will provide an estimate for any Hardware that is necessary to implement approved fixes.
- (d) Consultant has the right to refuse support for technology outside of our expertise

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at Beverly Hills, California.

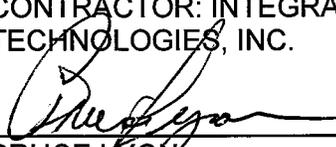
CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
BARRY BRUCKER  
Mayor of the City of Beverly Hills,  
California

ATTEST:

\_\_\_\_\_  
BYRON POPE (Seal)  
City Clerk

CONTRACTOR: INTEGRATED MEDIA  
TECHNOLOGIES, INC.



---

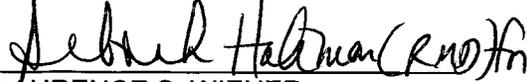
BRUCE LYON  
Chief Executive Officer



---

JACKSON FLUOR  
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 WORK

Consultant is to provide support of continuous operations at the City of Beverly Hills on an "as requested" basis. Scope of work to include on-site network engineering support and other services mutually agreed to in writing between both parties. This contract is designed to provide supplemental support in maintaining the City of Beverly Hills network and support operations, equipment and personnel that operate and use the network.

IMT will provide a network consultant experienced with Extreme hardware design, configurations and best practices to assist in typical tasks to support the City of Beverly Hills network in support, maintenance and administration of their network.

#### **Levels of Service:**

##### **Phone Support**

IMT offers centralized First-Call support for all technology services needs from simple technical support questions to detailed consultations and troubleshooting. Our technical staff can act as advocate when dealing with hardware/software manufactures for any active manufacture support contracts freeing up our clients resources and providing a single point-of-contact for all technology support issues.

##### **Remote Log-In Support**

Using a variety of remote desktop, VPN, and secure connection technologies IMT technicians can perform preventative maintenance or emergency service without the need to travel to the client's location. This provides a highly efficient bridge between troubleshooting systems over the phone and sending a technician on-site.

IMT requires all support clients to provide/allow access to their systems as part of our support agreements.

##### **On-Site Support**

Client can pre-schedule or request to dispatch an IMT technician to manage our client's needs to diagnose problems or execute repairs based on phone/remote diagnostics. IMT will work with you to schedule an appropriate time to work with your team. On-site support requests will be scheduled as quickly as possible.

#### **Expected Services:**

IMT engineers assist with any network related issues as directed by the CIO or network staff. They may provide any other technical assistance as requested/required by the City, not to be limited to;

- Configure and assist in the installation of Extreme Networks switches
- Review customer configurations and Extreme XOS® software interface
- Review switch features and commands with customer technical staff
- Review and monitor infrastructure
- Provide support to IT staff and other City of Beverly Hills employees as required
- Review and monitor EPICenter or other network management system (NMS) when requested

#### **Assumptions:**

City will provide one contact person to IMT. This individual will coordinate all required IMT and Customer resources, and will coordinate review and acceptance of services and deliverables.

- In the event that the scope of this project or time requirements changes significantly, City and IMT will develop a change order or a separate scope of work identifying additional scope or charges.
- Statement of work does not include any electrical work.

- Statement of work is based upon normal work hours of Mon-Fri 9 A.M to 6 P.M. or other time agreeable to the local IMT resources
- Pricing is based on non-union labor, pre-defined local resource living within 100 miles of engagement location.
- All changes to non-Extreme equipment are the responsibility of City
- Scheduling of resources will be based on mutual client and local resource availability and confirmation at least five-business days prior to beginning this engagement
- Requests for any time for support above and beyond this plan is an option the customer can execute with 7 days advanced notice using an IMT Engineer on a time and materials basis.
- This is a time and materials engagement only – there are no pre-defined deliverables other than to expend effort on the City's behalf engaged in support activities, such as the activities described under "Expected Services."

City will provide IMT's Extreme System Engineer with:

- Building security access, including any badge, access codes and or parking passes if applicable
- A workspace for each engineer
- A network connection and internet access for each
- All hardware, software and materials required for the completion of the expected tasks prior to start.
- Remote access

## EXHIBIT B

### SCHEDULE OF PAYMENT AND RATES

City Shall Pay CONSULTANT Compensation at the following rate:

Services will be provided at the following rates:

\$225.00 Per hour.

The total sum shall not exceed the amount of Two Hundred Thousand dollars (\$200,000.00) as set forth in the purchase order issued by City for all services and equipment to be provided pursuant to this Agreement. Said compensation shall constitute reimbursement of Consultant' fee for the services and equipment.

Consultant shall submit a monthly itemized statement to City of its services performed for the prior month, which shall include documentation setting forth, in detail, a description of the services rendered and the hours of service. City shall pay Consultant all undisputed amounts of such billing within thirty (30) days of receipt of the same.

EXHIBIT C

CERTIFICATE OF INSURANCE

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

**NAMED INSURED**

**COMPANIES AFFORDING COVERAGE**

**ADDRESS**

- A.
- B.
- C.

COMPANY (A.B.C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS 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"/> CONSULTANT'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKER'S 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:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: CONSULTANT 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 CONSULTANT's officers, employees, agents or others employed by CONSULTANT while engaged by CONSULTANT 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  
 TITLE : \_\_\_\_\_  
 AGENCY : \_\_\_\_\_ Address : \_\_\_\_\_  
 \_\_\_\_\_

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
MAINLINE INFORMATION SYSTEMS, INC. FOR INFORMATION  
TECHNOLOGY CONSULTING SERVICES

NAME OF CONSULTANT: Mainline Information Systems, Inc.

RESPONSIBLE PRINCIPAL  
OF CONSULTANT: Sherrie Kishbaugh, Vice President of Operations

CONSULTANT'S ADDRESS: 1700 Summit Lake Drive  
Tallahassee, FL 32317

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

COMMENCEMENT DATE: July 1, 2011

TERMINATION DATE: June 30, 2012

CONSIDERATION: Not to exceed \$750,000 based on the rates set  
forth in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
MAINLINE INFORMATION SYSTEMS, INC. FOR INFORMATION  
TECHNOLOGY CONSULTING SERVICES

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

RECITALS

A. CITY desires to have certain services 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. 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.

**Section 2. Term of Agreement.** This Agreement shall remain in full force and effect from July 1, 2011 until June 30, 2012.

**Section 3. Time of Performance.** CONSULTANT shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY in the manner described in Exhibit A. CONSULTANT shall complete the services in conformance with the project timeline established by the City Manager or his designee.

**Section 4. Compensation.**

(a) If services are requested by the City, City agrees to compensate CONSULTANT, and CONSULTANT agrees to accept in full satisfaction for the services required by this Agreement the Consideration more particularly described in Exhibit B, attached hereto and incorporated herein by this reference. Said Consideration shall constitute reimbursement of CONSULTANT's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the CONSULTANT be paid more than the yearly maximum Consideration set forth above.

(b) CONSULTANT shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B. Any expenses incurred by CONSULTANT which are not expressly authorized by this Agreement will not be reimbursed by CITY.

**Section 5. Method of Payment.** CONSULTANT shall submit to City a detailed invoice (as is further described in Exhibit B), on a monthly basis or less frequently, for the

services performed pursuant to this Agreement. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice.

**Section 6. 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 7. 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 8. 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 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 9. 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 10. 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 11. 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 12. 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, 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 and 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 13. 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 14. Termination.**

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar 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 done in accordance with the terms of this Agreement 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 15. 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 16. 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 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. Governing Law.** The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

**Section 22. City Not Obligated to Third Parties.** CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

**Section 23. 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 \_\_\_\_\_ 2011, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
BARRY BRUCKER  
Mayor of the City of  
Beverly Hills, California

ATTEST:

\_\_\_\_\_  
BYRON POPE (SEAL)  
City Clerk

CONSULTANT: MAINLINE INFORMATION  
SYSTEMS, INC.



SHERRIE KISHBAUGH

Sr. Vice President of Operations



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 information technology consulting services related to the CITY's client applications such as CITY's Enterprise storage system, LTO tape system, Axis camera system and IBM systems. The Services shall include the following:

(i) Analyze CITY business requirements in connection with CITY's client applications. Create high-level technical design documents and detailed technical specifications, in accordance with CITY architecture standards.

(ii) Provide unit and system testing as well as execution of implementation activities.

(iii) Draft individual scopes or work for projects of varying sizes and levels of complexity which details the tasks and provide estimates.

(iv) Analyze and identify technical areas of improvement within existing systems.

(v) Work with CITY's internal IT teams to complete project activities, such as infrastructure, architecture and design.

(vi) Provide systems testing, training and application support.

(vii) If CITY identifies an issue or problem that requires consulting services, CONSULTANT shall conduct research, propose one or more solutions, document and present the solutions to CITY so CITY can determine how to proceed

(viii) Provide written reports to CITY as required by CITY.

collectively (the "Services").

The above Services shall be provided to the CITY on an as-needed basis as directed by the CITY in the manner set forth herein.

For each requested engagement, CONSULTANT shall provide CITY with a written proposal which shall include (at a minimum) a detailed scope of work, deliverables and payment milestones ("Proposal"). The City shall review and approve in writing such Proposal prior to the commencement of work. Upon approval, such Proposal shall be incorporated herein as if set forth in full and the services provided thereunder such Proposal shall be subject to the terms and conditions of this Agreement. The City shall issue a written authorization to proceed for each accepted Proposal.

## EXHIBIT B

### COMPENSATION AND PAYMENT

For the term of this Agreement, CONSULTANT shall be paid for the services provided herein at the hourly rate of \$183.75. In no event shall the total compensation for the term of this Agreement exceed \$750,000.00, which includes a travel budget in an amount not to exceed \$25,000 unless otherwise agreed to by the City's Chief Information Officer as set forth in the Proposal.

CONSULTANT shall submit a detailed and itemized invoice(s) for the services rendered, which invoice shall include for each fee entry the following information: (i) the date each task is performed; (ii) the identifier of the timekeeper that performed each task (i.e. initials or timekeeper number); (iii) the hours or portion thereof, billed for the task that reflects the actual time spent on each activity; (iv) a clear description of the activity performed (each task must be billed as a separate entry with specificity with no block billing); and (v) total fees billed for each entry. Unless provided for in the Proposal (such as travel expenses if necessary), this Agreement provides for no reimbursement of expenses. If travel expenses are incurred as set forth herein, Consultant shall submit detailed and itemized invoices for actual travel expenses including copies of all relevant receipts.

EXHIBIT C

CERTIFICATE OF INSURANCE

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

**NAMED INSURED**

**COMPANIES AFFORDING COVERAGE**

**ADDRESS**

- A.
- B.
- C.

COMPANY (A.B.C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS 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"/> WORKER'S 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:

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  
 TITLE : \_\_\_\_\_  
 AGENCY : \_\_\_\_\_ Address : \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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 & Chief Executive Officer
CONSULTANT'S ADDRESS:	3151 Airway Avenue, Suite H-1 Costa Mesa, CA 92626-4624 Attention: J.W. Linhart President & 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:	July 1, 2011
TERMINATION DATE:	June 30, 2012
CONSIDERATION:	Not to exceed \$100,000 based on the rates as more fully described in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND MATRIX IMAGING PRODUCTS, INC. TO PROVIDE DOCUMENT CONVERSION SERVICES

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

RECITALS

A. CITY desires to have certain services 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. 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.

**Section 2. Term of Agreement.** This Agreement shall commence on July 1, 2011 and shall terminate on June 30, 2012.

**Section 3. Time of Performance.** CONSULTANT shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY in the manner described in Exhibit A. CONSULTANT shall complete the services in conformance with the project timeline established by the City Manager or his designee.

**Section 4. Compensation.**

(a) City agrees to compensate CONSULTANT, and CONSULTANT agrees to accept in full satisfaction for the services required by this Agreement the Consideration more particularly described in Exhibit B, attached hereto and incorporated herein by this reference. Said Consideration shall constitute reimbursement of CONSULTANT's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the CONSULTANT be paid more than the yearly maximum Consideration set forth above.

(b) CONSULTANT shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B. Any expenses incurred by CONSULTANT which are not expressly authorized by this Agreement will not be reimbursed by CITY

**Section 5. Method of Payment.** 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.

**Section 6. 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 7. 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 8. 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 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 9. 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. If a project manager is assigned to CITY, CITY can request replacement of such project manager at any time for any reason and CONSULTANT shall provide CITY with a project manager acceptable to CITY.

**Section 10. Confidentiality and Nondisclosure.**

(a) CITY may provide CONSULTANT with certain information, and/or access to certain information including public safety information (the "Confidential Information"), which was or will be obtained by CITY pursuant to a license agreement with a third party, or which is the proprietary information of the City of Beverly Hills, or which is not publicly known.

(b) CONSULTANT, its employees, agents, and representatives shall hold the Information private and confidential, and shall not: (a) use the Confidential Information, nor cause the Confidential Information to be used for any purpose other than in performance of its duties to CITY, (b) participate in the wrongful use, illegal use, or unauthorized disclosure of the Confidential Information, or (c) sell, release, free trade, assign, or provide access to the Information, directly or indirectly, to third parties. This provision survives termination of CONSULTANT's duties to CITY.

(c) CONSULTANT shall ensure that all of CONSULTANT's employees, contractors and subcontractors who are provided access to or who otherwise gain access to the Information are advised of the confidential and proprietary nature of the Information, and that they shall not sell: (a) use the Confidential Information, nor cause the Confidential Information to be used for any purpose other than in performance of its duties to the CITY, (b) participate in the wrongful use, illegal use, or unauthorized disclosure of the Confidential Information, or (c) sell, release, free trade, assign, or provide access to the Confidential Information, directly or indirectly, to third parties. This provision survives termination of CONSULTANT's duties to CITY.

(d) Upon termination of its duties to CITY, CONSULTANT shall destroy the media containing the Confidential Information, or if requested by CITY, immediately return all copies of media containing the Confidential Information.

(e) Where either party, its employees, agents, and/or representatives breach or otherwise violate any term, covenant, or condition within this Agreement, the aggrieved party shall be entitled to: (1) both preliminary and final injunctive relief without the need for a showing of actual or irreparable injury, (2) all other remedies available at law or equity, and (3) reasonable attorneys' fees and reasonable costs incurred through enforcement of this Agreement.

**Section 11. 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 12. 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 13. 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, 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 and 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 14. 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 15. Termination.**

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar 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 16. 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 17. 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 18. Records and Inspections.** CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 2 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 19. 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 20. 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 21. 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 22. 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 23. Governing Law.** The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

**Section 24. City Not Obligated to Third Parties.** CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

**Section 25. 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 \_\_\_\_\_ 2011, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

---

BARRY BRUCKER  
Mayor of the City of  
Beverly Hills, California

ATTEST:

---

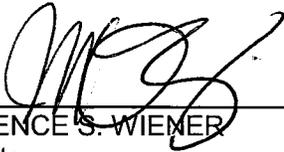
(SEAL)  
BYRON POPE  
City Clerk

CONSULTANT: MATRIX IMAGING  
PRODUCTS, INC.

  
\_\_\_\_\_  
J.W. LINHART  
President & CEO

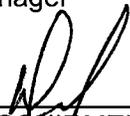
  
\_\_\_\_\_  
BECKY HORN  
Vice President & Treasurer

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

## EXHIBIT A

### SCOPE OF WORK

#### **CONSULTANT'S RESPONSIBILITIES:**

CONSULTANT shall provide CITY with document conversion services related to the CITY's document and records management system (the "System"). Specifically, CONSULTANT's duties shall be required for each of the following departments / divisions:

- Police Department - Records
- Public Works Department – Engineering
- Community Development - Planning

CONSULTANT's duties related to services to be delivered to the above named these departments, divisions, and offices shall include:

- Provide all necessary project management, equipment, and labor to complete the scan, release, and quality control tasks related to converting the CITY's paper records into the Documentum electronic records system
- Ensure that each department, division, and office identified above has a static and working application
- Provide all document delivery, preparation services, and post preparation services as requested by the CITY
- Ensure that the documents input into the System are properly OCR'd, text searchable and indexed as identified by CITY, subject to the condition of the original documents
- Any additional services deemed necessary by CONSULTANT to effectuate its duties under this Agreement

#### **TASK 1 - PROJECT MANAGEMENT**

CONSULTANT shall provide a Project Manager to ensure a successful implementation. The responsibilities of CONSULTANT's Project Manager 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) Ensure implementation schedule is maintained and accurate, including completion of all tasks and deliverables;
- (d) Provide all necessary documentation;

- (e) Manage CONSULTANT's technical personnel and ensures uninterrupted service delivery to the CITY;
- (f) Resolve any conflicts during the course of the project; and
- (g) Provide weekly status reports to CITY staff.

Task 1 - Deliverables:

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

**TASK 2 – FINALIZING EACH DEPARTMENT, DIVISION & OFFICE APPLICATION**

The purpose of this Task is to create applications for departments as directed by the CITY and to update and finalize each application where necessary. CONSULTANT shall provide at least one (1) technical staff member to perform onsite services until each application is complete:

- (a) Application Set-up, Updates & Finalization: As directed by CITY, CONSULTANT shall perform application setup, updates and finalization of applications for each department, division as necessary.
- (b) Additional Reviews, Configuration & Customizations by CONSULTANT: As directed by CITY, CONSULTANT shall perform administrative and technical review of all System components, including installation of the client, password set up and permissions, review of the systems, equipment, and parts inventory applet as well as integrating Documentum with CITY's Active Directory for synchronization of user login information.

Task 2 - Deliverables:

As-Built Design Document: CONSULTANT shall provide CITY with documentation noting successful installation, configuration and connectivity of all the hardware and software. This shall include an as-built design drawing (Visio) of all hardware and software, including interconnectivity of each component.

**TASK 3 – DOCUMENT MIGRATION, CONVERSION & INDEXING**

The purpose of this Task is to identify the documents that will be converted and included in the System. CONSULTANT shall complete capture and indexing of the identified below for each office, department and division. This task shall include, but is not limited to:

- (a) Preparation and scanning of letter-size, legal-size, large format and odd-size documents
- (b) Index using identifiers agreed upon for each CITY department / division
- (c) OCR / Full-Text Search where applicable

Task 3 - Deliverables:

Proof of Conversion of Identified Documents on a Department, Division and Office Basis:  
CONSULTANT shall provide CITY with documentation noting configuration of each application, the number of images uploaded per department, division and office, and proof of usability (e.g., wrap meeting with the department, division or office), in a mutually agreeable form. This may include random testing to ensure that each application's documents have been successfully uploaded into the System and are readily retrievable.

**TASK 4 – ACCEPTANCE**

CITY shall issue an acceptance provided that each department, division identified above has a complete and working application, and that the number of images identified by the CITY have been completed above, per location, has been successfully uploaded and is properly retrievable from the System. Such acceptance shall not be unreasonably withheld.

**TASK 6 – CERTIFICATE OF COMPLETION**

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

**ADDITIONAL SERVICES:**

As directed by the CITY, CONSULTANT shall provide document pre-preparation and post-preparation as necessary to separate documents for conversion, and to return the documents identified for conversion to their original file compositions (i.e., removing staples, removing paper clips, removing pages from binders, re-stapling, re-binding, re-filing materials upon completion of document conversion). Rates for these services are outlined in Exhibit B.

**EXHIBIT B  
SCHEDULE OF PAYMENT AND RATES**

For the term of this Agreement (including any extensions), CITY shall pay CONSULTANT for the services set forth in Exhibit A (i.e. all tasks listed in Exhibit A) compensation at the rates listed below. This rate is a unit price per image. As directed by the City, conversion may occur onsite or offsite. The rates below include delivery and travel if necessary or required.

**Document Conversion / Prepping - Pricing Chart**

<b>Item</b>	<b>Description</b>	<b>Unit Price</b>
	<b><i>Document Preparation – Per Image</i></b>	
1	Low Level – documents in good condition, minimal staples and repair	\$0.012
2	Medium Level – Mixed documents, heavy staples	\$0.024
3	High Level – requires reorganizing, resorting documents, and high levels of preparation	\$0.036
	<b><i>Document Identification, Scan, and Index – Per Image</i></b>	
4	Easy – No inserting pages, easily identifying index values, 1-2 fields manual indexing	\$0.07
5	Average – Inserting separator pages, easily identifying index values, 3 fields of manual indexing	\$0.09
6	Difficult – Inserting separator pages, identifying document types, and 3+ fields of manual indexing	\$0.11
	<b><i>Document Re-Assembling (Post scan) – Per Image</i></b>	
7	Low Level – no re-stapling, no re-rubber banding, placing back in folders only	\$0.012
8	Medium Level – Re-sapling, re-rubber banding, and placing back in folders	\$0.024
9	High Level – Re-stapling, re-rubber band, placing back in folders, placing back in echo binder	\$0.036
	<b><i>C, D, and E Size Engineering Drawings – Per Drawing</i></b>	
10	Slides	\$0.50
11	Rolled Drawings – includes pre and post prep, document identification, scan, and index	\$0.90
12	Folded Drawings – includes pre and post prep, document identification, scan, and index	\$1.20

In no event shall the total compensation per each year exceed \$100,000. This Agreement provides for no reimbursement of expenses.

EXHIBIT C

CERTIFICATE OF INSURANCE

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

**NAMED INSURED**

**COMPANIES AFFORDING COVERAGE**

**ADDRESS**

- A.
- B.
- C.

COMPANY (A.B.C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS 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"/> WORKER'S 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:

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 PC MALL GOV INC  
FOR PROVISION OF DS3 TRANSPORT/BANDWIDTH INTERNET ACCESS FOR CITY  
WEB SERVICES

NAME OF CONSULTANT:	PC MALL GOV INC
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Alan Bechara, President
CONSULTANT'S ADDRESS:	7421 Gageway Court Manassas, VA 20109
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: David Schirmer Chief Information Officer
COMMENCEMENT DATE:	July 1, 2011
TERMINATION DATE:	June 30, 2012, unless extended pursuant to Section 2
CONSIDERATION:	Not to exceed \$71,400 per year based on the rate set forth in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND PC MALL FOR  
PROVISION OF DS3 TRANSPORT/BANDWIDTH INTERNET ACCESS FOR CITY WEB  
SERVICES

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

NOW, THEREFORE, the parties agree as follows:

Section 1. 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.

Section 2. Term of Agreement. This Agreement shall commence on July 1, 2011 and shall terminate on June 30, 2012, unless extended as provided for herein. The City Manager or his designee may extend the term of this Agreement in writing for two additional one year terms pursuant to the same terms and conditions of this Agreement.

Section 3. Time of Performance. CONSULTANT shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY in the manner described in Exhibit A. CONSULTANT shall complete the services in conformance with the project timeline established by the City Manager or his designee.

Section 4. Compensation.

(a) City agrees to compensate CONSULTANT, and CONSULTANT agrees to accept in full satisfaction for the services required by this Agreement the Consideration more particularly described in Exhibit B, attached hereto and incorporated herein by this reference. Said Consideration shall constitute reimbursement of CONSULTANT's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the CONSULTANT be paid more than the yearly maximum Consideration set forth above.

(b) CONSULTANT shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B. Any expenses incurred by CONSULTANT which are not expressly authorized by this Agreement will not be reimbursed by CITY.

Section 5. Method of Payment. CONSULTANT shall submit to City a detailed invoice (as is further described in Exhibit B), on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice.

Section 6. 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 7. 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 8. 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 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 9. 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 10. 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 11. 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 12. 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, 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 13. Indemnification.

(a) CONSULTANT shall indemnify, defend and hold City, its elected officials, officers, employees, agents and volunteers free and harmless with respect to all claims, suits, actions, liabilities, expenses and/or costs of any kind, whether actual, alleged or threatened, actual attorney's fees incurred by City, court costs, interest and defense costs including expert witness fees, where the same arise out of, or are connected with, in whole or in part, the acts or omissions of CONSULTANT, or any of CONSULTANT's officers, agents, employees or contractors, in the performance of this Agreement, and which result in death, personal injury or property damage to any individual or entity, including the employees or officials of

CONSULTANT, excepting only such claims and liabilities that arise solely out of the City's active negligence.

(b) CONSULTANT's obligations under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to the City, its elected officials, officers, agents, employees and volunteers.

(c) City does not, and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. CONSULTANT agrees that CONSULTANT's covenant under this section shall survive the termination of this Agreement.

Section 14. Intellectual Property Warranty and Indemnification.

(a) CONSULTANT hereby grants to City a non-exclusive right to the DS3 Transport/Bandwidth Internet Access for City Web Services (the "Bandwidth") provided under this Agreement and warrants that it has the full power and authority to grant the right to CITY and that the right to and use by the CITY of the Bandwidth will in no way constitute an infringement or other violation of any copyright, trade secret, trademark, patent or other proprietary right of any third party.

(b) CONSULTANT agrees to indemnify, hold harmless and defend City, the City Council and each member thereof, every officer, employee and agent of City, from any liability or financial loss (including, without limitation, attorneys fees and costs) arising from or related to any claim that use of the Bandwidth provided by CONSULTANT infringes upon any copyright, trade secret, trademark, patent or other proprietary or intellectual property right of any third party. Such obligations shall not apply to infringement claims arising out of or related to any content viewed, accessed, downloaded, uploaded or otherwise transmitted except to the extent they are provided by CONSULTANT. CONSULTANT shall, at its sole expense, defend and settle all suits or proceedings arising out of the foregoing, provided that City gives CONSULTANT prompt notice of such claim of which it learns. In all events, City shall have the right, but not the obligation, to participate at its own expense in the defense of any such suit or proceeding through counsel of its own choosing. This indemnity provision shall survive termination of this Agreement.

Section 15. Non-appropriation. In the event sufficient funds are not appropriated for the payment of all monthly fees required to be paid in the next fiscal year, CITY may terminate the Agreement at the end of the first fiscal year or the then current fiscal year, as the case may be, and CITY shall not be obligated to make payments provided for in this Agreement beyond the then current fiscal year. CITY agrees to give notice to CONSULTANT of such termination at least ninety (90) days prior to the end of the then current term or, if non-appropriation has not occurred by that date, promptly upon the occurrence of non-appropriation. If this Agreement is terminated under this sub-part, CITY agrees, at CITY's sole cost and expense, to pay all sums due prior to termination and to peaceably deliver any of CONSULTANT's equipment to CONSULTANT at such location as is specified by CONSULTANT, in good condition, free of all liens and encumbrances, on or before the effective date of termination.

Section 16. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar 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 17. 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 18. 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 19. Records and Inspections. CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 2 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 20. 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 21. 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 22. 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 23. 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 24. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 25. City Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

Section 26. 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 \_\_\_\_\_ 2011, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
BARRY BRUCKER  
Mayor of the City of  
Beverly Hills, California

ATTEST:

\_\_\_\_\_  
BYRON POPE  
City Clerk (SEAL)

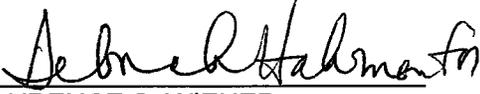


CONSULTANT: PCMALL

A handwritten signature in black ink, consisting of a large, stylized 'D' and 'W' that are intertwined. The signature is written over a horizontal line.

DAVID WILTZ  
Vice President of Sales

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 one (1) DS3 Transport, bandwidth for the provision of CITY internet services on a monthly basis for term of this Agreement.

In addition to the provision of DS3 connectivity services, CONSULTANT's shall provide, configure and install at least one router to be located at CITY's site as determined by CITY. At all times during the term of this Agreement, this router, along with any software installed on that router, shall remain the sole property of CONSULTANT, and any and all software licenses, manufacturer warranties, maintenance, repairs or routine upkeep shall be maintained and/or performed by CONSULTANT at no additional cost to CITY.

## EXHIBIT B

### SCHEDULE OF RATES AND PAYMENT

CITY shall pay CONSULTANT the amount of Five Thousand Nine Hundred Fifty (\$5,950.00) per month, which includes all applicable federal and state taxes, levies for DS3 Transport/Bandwidth Internet Access for a total amount not to exceed Seventy-One Thousand Four Hundred Dollars (\$71,400.00) for fiscal year 2011-2012, unless extended pursuant to the terms of the Agreement.

For all services under this Agreement, CONSULTANT shall submit an itemized statement to the 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 billing within thirty (30) days of receipt of same.





EXHIBIT C

CERTIFICATE OF INSURANCE

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

**NAMED INSURED**

**COMPANIES AFFORDING COVERAGE**

**ADDRESS**

- A.
- B.
- C.

COMPANY (A.B.C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS 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"/> WORKER'S 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:

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 THE AGREEMENT BETWEEN THE  
CITY OF BEVERLY HILLS AND PIPS TECHNOLOGY, INC. FOR  
AS-NEEDED SERVICES RELATED TO MAINTENANCE AND  
SUPPORT OF THE CITY'S AUTOMATED LICENSE PLATE  
RECOGNITION SYSTEMS (APLR)

NAME OF CONTRACTOR:	Pips Technology, Inc.
RESPONSIBLE PRINCIPAL OF CONTRACTOR:	Kris Robinson Regional Sales Manager
CONTRACTOR'S ADDRESS:	804 Innovation Drive Knoxville, TN 37932 Attention: Kris Robinson
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: David Schirmer Chief Information Officer
COMMENCEMENT DATE:	March 15, 2010
TERMINATION DATE:	June 30, 2013
CONSIDERATION:	Not to exceed \$100,000 per year, based on the rates set forth in Exhibit B

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND PIPS TECHNOLOGY, INC. FOR AS-NEEDED SERVICES RELATED TO MAINTENANCE AND SUPPORT OF THE CITY'S AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS (APLR)

This Amendment No. 1 is to that certain Agreement between the City of Beverly Hills (hereinafter called "CITY"), and PIPS Technology, Inc. (hereinafter called "CONTRACTOR") dated March 18, 2010 and identified as Contract No. 88-10 ("Agreement").

RECITALS

A. CITY entered into a written Agreement, dated March 18, 2010, for as needed services related to maintenance and support of the CITY's Automated License Plate Recognition Systems.

B. CITY now desires CONTRACTOR to perform such services on a wider scale. As such, CITY desires to amend the Consideration to compensate CONTRACTOR for such additional services.

NOW, THEREFORE, the parties hereto do amend the Agreement as follows:

Section 1. The Consideration shall be amended as set forth above.

Section 2. Exhibit A, Scope of Work, of the Agreement shall be amended and replaced with the revised Exhibit A, attached hereto and incorporated herein.

Section 3. Exhibit B, Schedule of Payment and Rates, of the Agreement shall be amended and replaced with the revised Exhibit B, attached hereto and incorporated herein.

Section 4. Except as expressly modified by this Amendment No. 1, all of the provisions of the Agreement shall remain in full force and effect.

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_ 2011, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

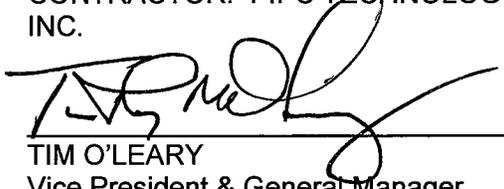
---

BARRY BRUCKER  
Mayor of the City of  
Beverly Hills, California

ATTEST:

\_\_\_\_\_ (SEAL)  
BYRON POPE  
City Clerk

CONTRACTOR: PIPS TECHNOLOGY,  
INC.



---

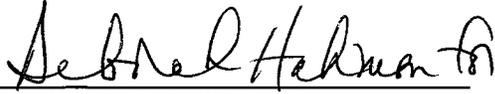
TIM O'LEARY  
Vice President & General Manager



---

RICHARD WOODSON  
Director of Finance/Controller

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

## REVISED EXHIBIT A

### SCOPE OF WORK

CONTRACTOR shall provide CITY with maintenance and support services on an as-needed basis to meet the CITY's ongoing needs related to the Police Department's Automated License Plate Recognition systems ("Services"). The Services shall include all necessary installation, configuration, field performance testing, and any additional services necessary to ensure that the systems are functional to the CITY's satisfaction.

For each requested engagement, CONTACTOR shall provide CITY with a written proposal which shall include (at a minimum) a detailed scope of work, deliverables (if any) and a breakdown of all costs and warranties ("Proposal"). The CITY shall review and approve in writing such Proposal prior to the commencement of work. Upon approval, such Proposal shall be incorporated herein as if set forth in full and the services provided thereunder shall be subject to the terms and conditions of this Agreement. The CITY shall issue a written authorization to proceed for each accepted Proposal.

## REVISED EXHIBIT B

### SCHEDULE OF PAYMENT & RATES

For the term of this Agreement, CONTRACTOR shall be paid for the services provided herein at the following rates:

- On-site Field Technician Services @ \$115 per hour (2 hour minimum)
- On-site Engineering Services @ \$1,800 per day

In no event shall the total compensation per fiscal year exceed \$100,000. Said compensation shall constitute reimbursement of CONTRACTOR's fee for the services as well as the actual cost of any equipment, materials and supplies necessary to provide the services (including labor, materials, delivery, tax, assembly and installation, as applicable).

CONTRACTOR shall submit a detailed and itemized invoice(s) for the services rendered, which invoice shall include for each fee entry the following information: (i) the date each task is performed; (ii) the identifier of the timekeeper that performed each task (i.e. initials or timekeeper number); (iii) the hours or portion thereof, billed for the task that reflects the actual time spent on each activity; (iv) a clear description of the activity performed (each task must be billed as a separate entry and time should not be embedded); and (v) total fees billed for each entry. Unless provided for in the Proposal, this Agreement provides for no reimbursement of expenses.

# **Attachment 2**

# City of Beverly Hills

Exhibit - A

## Listing of Annual Blanket Purchase Orders 2011-2012

**BUILDING AND FACILITIES**

**Janitorial Maintenance Services & Supplies**

Able Building Maintenance Company \$1,234,865.52  
 Citywide custodial services.

**Buildings - Maintenance, Supplies & Contractors**

DMS Facility Services \$460,534.26  
 Engineering services for mechanical-electrical services, fire and life safety, heating, ventilating & air conditioning systems.

**TOTAL BUILDING AND FACILITIES:**

**\$1,695,399.78**

**VEHICLES - Supplies and Maintenance**

Bodyworks, Inc. \$70,000.00  
 Heil Rapid Rail refuse truck repair parts.

**EQUIPMENT - Supplies and Maintenance**

Accuvant, Inc. w/ AGREEMENT \$200,000.00  
 Consulting services related to the City's wireless systems.

AT & T Mobility II, LLC \$60,000.00  
 Wireless communications for public safety vehicles, executives, field operations and as needed staff.

Avaya, Inc. \$222,543.00  
 Telephone system maintenance & support for the City's Avaya telephone system (\$122,543); telecommunications equipment & infrastructure replacement & spares (\$100,000).

Bartronics America, Inc. (\$150k) w/ AGREEMENT \$175,000.00  
 It consulting services related to provision of network administration services for Beverly Hills Unified School District (\$125,000); citywide initiatives including Egov (\$150,000).

CDW Government, Inc. \$300,000.00  
 Computer equipment includes replacement parts, spares & incidentals related to hardware, software & infrastructure equipment as-needed.

Compucom w/ AGREEMENT \$138,636.73  
 Maintenance and support of the City's Microsoft software systems.

Dell Marketing L.P. \$250,000.00  
 Miscellaneous computer and infrastructure equipment in support of anticipated Council & City Manager initiative.

Deltwrx w/ AGREEMENT \$100,000.00  
 Consulting services including planning, facilitation and project management of current enterprise-related information technology projects.

Edgesoft, Inc. \$145,000.00  
 Consulting services related to E-Gov initiative.

GovConnection, Inc. \$200,000.00  
 Replacement parts, spares & incidentals related to hardware, software & infrastructure equipment.

Hansen Information Technologies \$64,267.31  
 Asset & work order management system maintenance & support for Public Works.

Innovative Interfaces, Inc. \$55,080.00  
 Library automation system hardware/software annual maintenance.

Integrated Media Technologies, Inc. (\$200k) w AGREEMENT \$ 244,882.92

Hardware, software, equipment and professional services related to the City's municipal area network (\$200,000) ; Juniper networks and extreme networks hardware, software equipment warranty via RMA (\$44,882.92).

Mainline Information Systems w/ AGREEMENT	\$750,000.00
Replacement parts, spares & incidentals related to hardware, software & infrastructure equipment.	
Matrix Imaging Products w/ AGREEMENT	\$100,000.00
Document conversion services	
Motorola, Solutions Inc.	\$275,539.56
Radios, parts and supplies for public safety \$150,000) and annual radio support for public safety's Motorola radio system including infrastructure and subscriber units (\$125,539.56).	
Networkld Solutions	\$125,000.00
I.T. consulting services for the Beverly Hills Unified School District.	
PC Mall Gov, Inc. w/ AGREEMENT	\$71,400.00
Internet access (DS3 bandwidth).	
PIPS Technology w/ AMENDMENT #1	\$100,000.00
Automatic license plate recognition related services and equipment.	
Sungard Pentamation, Inc.	\$108,132.42
Support and maintenance of software and hardware.	
Tiburon, Inc.	\$140,524.00
Software support and maintenance.	
Xerox Capitol Services, LLC	\$347,950.00
Copier rentals.	
Xirrus, Inc.	\$51,000.00
Wi-Fi hardware, software & equipment related to the City's wireless networks.	

**TOTAL VEHICLES AND EQUIPMENT**

**\$4,294,955.94**

**Postage**

Neopost	
Rental, maintenance, repair and supplies for Neopost mail machine.	\$132,310.97

**Office Supplies**

Kelly Paper Company	\$70,000.00
Citywide printing paper.	
Office Max, Incorporated	\$121,420.77
Citywide office supplies.	

**Uniforms, Linens, Etc.**

Cintas Corporation #426	\$93,200.00
Rental and cleaning of uniforms and towels.	
Galls Retail Ca Lock Box	\$63,862.47
Uniforms and accessories.	

**TOTAL POSTAGE, UNIFORMS AND SUPPLIES**

**\$480,794.21**

**ENTERPRISE FUND OPERATIONS**

**Parking Operations**

ACS State & Local Solutions	\$730,000.00
Processing service for the City's Parking Citation Management System.	
Ampco System Parking	\$724,000.00

# City of Beverly Hills

Exhibit - A

## Listing of Annual Blanket Purchase Orders 2011-2012

Management and operation of the Beverly Hills Garden Parking  
Facility at the Montage Beverly Hills Hotel.

IPS Group, Inc. Flexpay single-space parking meters.	\$209,000.00
---	--------------

**Solid Waste and Refuse Disposal**

Crown Disposal Co., Inc. Commercial and residential solid waste collection.	\$5,395,000.00
--	----------------

**Water System**

C. Wells Pipeline Materials Inc. Various Water Works Supplies	\$136,500.00
L A County Department of Public Works Administration of industrial wastewater discharge program as required by EPA (\$90,000) and maintenance of traffic signals (\$5,500).	\$95,500.00
Neptune Technology Neptune water meters, parts and replacement.	\$300,000.00
Truesdail Laboratories, Inc. Wastewater, stormwater & potable water sampling and analysis.	\$109,500.00
Western Water Works Supply Co. Various Water Works Supplies	\$121,500.00

**TOTAL ENTERPRISE FUND OPERATIONS:**

\$7,821,000.00
----------------

**Library**

Baker and Taylor, Inc. Books and audio visual materials.	\$177,044.45
Brodart Company Books and publications lease program.	\$70,415.63
EBSCO Subscription Services Subscription services and database access.	\$59,327.50
Gale Audio visual online services and library serials.	\$142,182.50

**Recreation & Parks**

Billy W Smith dba Bevwood Fun Camp w AGREEMENT Instructor for youth sports.	\$60,000.00
Creative Space LLC Instructor for summer camp and youth afterschool classes.	\$400,000.00
Yong T Lee dba Planet Bravo, LLC Technology focused summer and winter camp instruction.	\$110,000.00

**Landscape Maintenance**

West Coast Arborist, Inc. Alley tree trimming & weed abatement maintenance services.	\$240,000.00
---	--------------

**TOTAL COMMUNITY SERVICES:**

\$1,258,970.08
----------------

**Transportation Services**

Beverly Hills Unified School District Reimbursement for crossing guard services.	\$125,030.36
MV Transportation Vehicle operation & maintenance for Beverly Hills transit services funded by Prop A funds).	\$666,569.00
Mytransitplus	\$265,588.00

Taxi coupon & lift-van voucher programs for seniors & disabled persons funded by Prop A transportation grant funds.

**TOTAL TRANSPORTATION SERVICES**

**\$1,057,187.36**

**Audit Services**

Muniservices Company \$1,030,016.40  
Business tax audit services.

**Consulting Services**

Admisure \$213,000.00  
Worker's compensation self-insurance administration services.  
Aon Consulting & Insurance Services \$150,000.00  
Actuarial services.  
ATB Services Company LLC \$120,000.00  
Alarm program fees.  
Carl Warren \$95,000.00  
Self-insurance administration services.  
City of Los Angeles, Department of Animal Services \$100,000.00  
Animal care and control services.  
Dapeer, Rosenblit & Litvak, LLP. \$250,000.00  
Municipal code prosecution counsel services.  
HF&H Consultants, LLC \$110,000.00  
Solid waste analysis including rates and operational audits.  
Holme Roberts & Owen LLP \$75,000.00  
Special outside counsel for intellectual property.  
Tegner-Miller Insurance \$3,150,000.00  
Insurance broker services \$48,000) and purchase of the City's insurance (\$3,102,000).  
G4s Secure Solution (USA) Inc. DBA Wackenhut \$599,000.00  
Operation & management of City jail.

**TOTAL CONSULTANTS AND SERVICES**

**\$5,892,016.40**

**TOTAL:**

**\$ 22,500,323.77**