



## AGENDA REPORT

**Meeting Date:** December 6, 2011

**Item Number:** G-7

**To:** Honorable Mayor & City Council

**From:** David Schirmer, Chief Information Officer

**Subject:**

- A) AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND THE BEVERLY HILLS UNIFIED SCHOOL DISTRICT FOR THE PROVISION OF INFORMATION TECHNOLOGY CONSULTING SERVICES;
- B) AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND BARTRONICS AMERICA, INC. FOR INFORMATION TECHNOLOGY CONSULTING SERVICES RELATED TO PROVISION OF NETWORK ADMINISTRATION SERVICES FOR THE BEVERLY HILLS UNIFIED SCHOOL DISTRICT; AND
- C) AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND NETWORLD SOLUTIONS, INC. FOR INFORMATION TECHNOLOGY CONSULTING SERVICES RELATED TO PROVISION OF SYSTEMS ARCHITECTURE, ADMINISTRATION AND DESIGN SERVICES TO BEVERLY HILLS UNIFIED SCHOOL DISTRICT

**Attachments:** 1) Agreements (3)

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### **RECOMMENDATION**

Staff recommends that the City Council approve an agreement between the Beverly Hills Unified School District (District) and the City of Beverly Hills for the provision of information technology consulting services on an hourly basis, not to exceed \$250,000 per year. The three year contract is cost-neutral as the District is paying the City's costs for providing the services.

Contingent upon approval of the Agreement with the District, staff recommends approval of two additional three year agreements with Bartronics America, Inc. and Networld Solutions, Inc. (Consultants) to provide the District with information technology consulting services related to the provision of network administration services and systems architecture, administration and design services, respectively.

These agreements are cost-neutral as the District is paying the City for the cost of the services.

## **INTRODUCTION**

On February 17, 2009, the City and the District entered into a three year agreement under which the City has continued to provide information technology consulting services for the District (Agreement No. 68-09) using both City staff and consultants. The Agreement provides that the City may utilize consultants to assist with services for the District's benefit. Consequently, the City divided the services into two separate categories: (i) Systems Architecture, Administration and Design; and (ii) Network Administration Services, which were awarded under separate bids.

On August 18, 2009, the City awarded a contract to Network Solutions, Inc. related to Bid No. 09-41 for systems architecture, administration, and design services to be provided to the District, pursuant to Agreement No. 68-09. On November 5, 2009, the City awarded a contract to Infokall, Inc. (now Bartronics America, Inc.) related to Bid No. 09-39 for network administration services to be provided to the District.

The current agreement with the District expires December 31<sup>st</sup>, and the City and the District would like to enter into a new three year agreement to continue the mutually beneficial relationship. Likewise, contracts with the Consultants are coterminous with the City's contract with the District, and the City wishes to enter into two new three year agreements with the Consultants to continue the information technology consulting services for the benefit of the District.

## **DISCUSSION**

During the terms of the current Agreement between the City and the District, and the Agreements with the Consultants, staff has continued to work successfully with the District and with the Consultants for the District's benefit to provide project management and technical consulting services related to the District's data center servers, Local Area Network (LAN), Security, IT best-practices, and IT professional services consulting.

Under the new three year agreements, the City, with the assistance of the Consultants, will continue to provide up to four thousand hours of consulting services annually, for a total annual time not-to-exceed twelve thousand hours of information technology services during the term of the contracts. The services to be provided by City's IT staff and the Consultants include summarizing key findings and conclusions and providing recommendations to assist the District in understanding how specific changes will impact the future of equipment and applications.

Specifically, the services will relate to further fine-tuning the District's current server, storage and network environments and the establishment of systems according to IT best practices, as well as consulting services related to the design and implementation of the District's new data center.

On November 22, 2011, the Beverly Hills Unified School District Board of Education voted 5-0 to approve this new 3-year agreement between the District and the City. If during the term of this agreement the City Council and the Board of Education decide to combine the IT consulting services engagement with the JPA, this agreement contains a 30-day termination clause to facilitate the process. The City and the District would be able to enter into a new JPA encompassing the information technology consulting services, and time the termination of this agreement appropriately to ensure that there is no lapse in services.

**FISCAL IMPACT**

The Agreement with the District provides for information technology consulting services on an hourly basis, not to exceed \$250,000 annually. The Agreements with the Consultants are cost neutral as the City invoices the District on a monthly basis and the District pays the City for the cost of providing the services. The Agreement with the Consultants each provide for an annual not-to-exceed amount of \$125,000, for a total not-to-exceed amount of \$250,000.

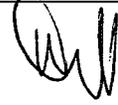
The funds have been allocated in the Information Technology budget for Network and Communications, Maintenance and Repair Non-Auto.

Funds for this project are provided as follows:

Budget Unit	Account #	Description of Fund Source/Account #	Amount
4101503BHSD	73030	Network and Communications / Maintenance and Repair Non-Auto	\$250,000.00



Noel Marquis  
Finance Approval



David Schirmer  
Approved By

# **Attachment 1**

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND THE  
BEVERLY HILLS UNIFIED SCHOOL DISTRICT FOR THE PROVISION OF  
INFORMATION TECHNOLOGY CONSULTING SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills, a municipal corporation (hereinafter called "City") and the Beverly Hills Unified School District, a school district organized and existing under the laws of the State of California (hereinafter called "District").

RECITALS

A. District desires to have certain services provided (the "services") as set forth in Exhibit A, attached hereto and incorporated herein.

B. City desires to assist District in providing said services;

C. District is authorized to enter into this Agreement pursuant to the laws of the State of California;

NOW, THEREFORE, the parties agree as follows:

Section 1. Scope of Services. City shall provide the services outlined in the Scope of Services set forth in Exhibit A consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Section 2. Term. The term of this agreement shall begin on January 1, 2011 and shall continue for three years up to and including December 31, 2014, unless otherwise terminated by the parties.

Section 3. Compensation. District shall compensate City for the services provided under this Agreement an amount not to exceed \$250,000 per each calendar year, based on the rates set forth in Exhibit B, attached hereto and incorporated herein. District shall pay City in accordance with the schedule of payment set forth in Exhibit B.

Section 4. Independent Contractor. City is and shall at all times remain, as to District, a wholly independent contractor. Neither District nor any of its agents shall have control over the conduct of City or any of City's employees, except as herein set forth. City 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 District.

Section 5. Responsible Principal(s). City's Chief Information Officer shall be principally responsible for City's obligations under this Agreement and shall serve as principal liaison between City and District.

Section 6. Indemnification. District shall indemnify, defend and hold harmless City, City Council and each member thereof, and every officer, employee and agent of City (collectively "City"), from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from the acts or omissions of City or its agents or contractors in

connection with its obligations under this agreement or in connection with its performance of the Services or in connection with entering this Agreement. This includes, but is not limited to, any property damage to District facilities and any damage to or loss or use of District's computer network and its ancillary facilities while performing the Scope of Services.

Section 7. Third Party Vendor. From time to time, City may utilize (in its sole discretion) a third party vendor to assist in providing the services hereunder. If a third party vendor is utilized, City shall list District and its officers as an additional insured under that third party contract.

Section 8. Required Approvals. Where agreement, approval, acceptance, or consent by either party is required by any provision of this Scope of Services or the Agreement, such action shall not be unreasonably delayed or withheld, which, unless otherwise specified herein, shall mean not withheld or denied for more than ten (10) business days.

Section 9. Disclaimer. THE SERVICES PROVIDED BY CITY ARE PROVIDED "AS IS". THE CITY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CITY EXPRESSLY DISCLAIMS ALL WARRANTIES.

Section 10. Limitation of Liability. The cumulative liability of City to District for all claims relating to the services provided under this agreement, in contract, tort or otherwise, shall not exceed the amount of compensation received under this Agreement. In no event shall City be liable to District for any indirect, special, incidental or consequential damages; loss of, or damages to records or data; any economic damages; or lost profits, goodwill or anticipated savings or interruption of business, whether such alleged damages are labeled in tort, contract or indemnity, that arise out of the services provided by City under this Agreement even if City has been advised of the possibility of such potential loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness or other remedies and shall also apply to any of City's subcontractors and represents the maximum for which City and its subcontractors are collectively responsible.

Section 11. Termination.

(a) Either party may cancel this Agreement, with or without cause, upon thirty days written notice to the other party. City shall cease all work under the Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement, City shall be paid full compensation for all services performed by City, in an amount to be determined as follows: for work done in accordance with the terms and provisions of this Agreement, City shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid City for the full performance of the services required by this Agreement.

Section 12. District's Responsibilities.

(a) District agrees to be solely responsible for the actual content of any data file, selection and implementation of controls on its access and use, and security of the stored data.

(b) District agrees to allow City and its entities to manage District contact information, including names, phone numbers, and e-mail addresses. Such information will be processed and used only in connection with the services under this Agreement and may be provided to contractors, and assignees of City and its entities for uses limited to their collective performance under the contract, including communicating with District.

(c) District will identify and make the interpretation of any applicable federal, state and local laws, regulations and statutes and ensure that deliverables of the project as defined herein meet those requirements.

Section 13. Project Change Control Procedure.

(a) District may request, in writing, changes in the project upon approval of both parties. When the Superintendent or his designee and the City Manager or his designee agree to a change in the Scope of Work, a written description of the agreed change (called a "Change Authorization") shall be prepared and signed by both parties. The Change Authorization will describe the change, the rationale for the change, and specify any change in the charges, estimated schedule, or other terms, and will take the form attached hereto as Exhibit C. "No-cost" changes to the Scope of Services will be processed in the same manner (use of the Change Authorization form). For purposes of this Agreement, "project" shall be defined as any project management and technical services authorized by District to be performed by City as described in Section 1.0 of Exhibit A, Scope of Services.

(b) Any change to the project that would exceed the amount of compensation set forth herein (maximum of \$250,000 per calendar year), requires an amendment to this Agreement and a revised Scope of Services to be agreed upon and executed by District and City.

Section 14. Notice. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during the party's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

City: Chief Information Officer  
City of Beverly Hills  
455 Rexford Drive  
Beverly Hills, California

District: District Superintendent  
Beverly Hills Unified School District  
255 S. Lasky Drive  
Beverly Hills, California 90212

Section 15. Successors and Assigns. Neither party shall assign or attempt to assign any portion of this Agreement without the written approval of the other party. Notwithstanding, District understands that some of the work to be performed by City shall be performed by contractors engaged by City and agrees to the subcontracting of such work.

Section 16. Entire Agreement. This Agreement represents the entire integrated agreement between City and District, 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 District.

Section 17. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California. Venue shall be in Los Angeles County.

Section 18. Attorney's Fees. In the event that City or District commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including its attorney's fees.

Section 19. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

Section 20. Representations and Warranties Regarding Execution. Each of the Parties represents and warrants that (i) each is fully authorized to enter into this Agreement, (ii) each has read and fully understands the provisions of this Agreement, and (iii) each has relied on the advice and representation of its legal counsel with respect to the matters set forth herein. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

CITY OF BEVERLY HILLS  
A Municipal Corporation

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

ATTEST:

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

[Signatures continue on next page]

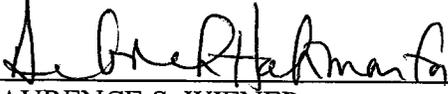
DISTRICT:

A handwritten signature in black ink, appearing to read "Lisa Korbatov". The signature is written in a cursive style with a large initial "L".

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LISA KORBATOV  
President, Beverly Hills Unified School  
District

APPROVED AS TO FORM:

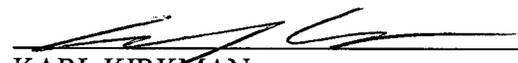


LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:



DAVID SCHIRMER  
Chief Information Officer



KARL KIRKMAN  
Risk Manager

## EXHIBIT A

### SCOPE OF SERVICES

This Scope of services defines the work to be accomplished by City under the terms and conditions of this Agreement. The tasks to be performed by City are defined and an Estimated Schedule is provided. In addition, the responsibilities of City of Beverly Hills listed. Based on the successful deployment of network and data center infrastructure by District, City will provide support changes and additional services as outlined in this Agreement.

#### **1.0 Scope of Services**

City will provide up to twelve thousand (12,000) hours of project management and technical consulting services (4000 per year) to District through December 31, 2015 in the following areas:

- District's data center servers
- Local Area Network (LAN)
- Security and IT best-practices
- IT professional services consulting

The allocation of these hours to specific engagements will be determined by City and agreed to by District.

#### **1.1 Key Assumptions**

This Scope of Services and City's estimates to perform are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the procedure described in Section 12, "Project Change Control Procedure", and the form, which is attached as Exhibit C to this Agreement.

1. This Scope of Services pertains to only the five District school sites located in Beverly Hills, CA.
2. Some District activities on this project may be performed on City premises. The time spent on these contract-related District activities will be billable to District.
3. Some of the Services may be performed by a City subcontractor.
4. City will provide Services under this Scope of Services during normal business hours, 8:00 a.m. to 5:00 p.m. (local time) Monday through Friday, except City holidays, unless otherwise specified.

#### **1.2 City Responsibilities**

The specific Services to be provided by City under this Scope of Services are described in this section.

### **1.2.1 Project Management**

*Description:* City shall provide an individual (“the City Project Manager”) to provide direction to and control of City project personnel, who will establish a framework for project communications, reporting, procedural and contractual activity. The major sub tasks are:

1. Maintain project communications through District Project Manager.
2. Establish documentation and procedural standards for the development of this project.
3. Prepare a project plan at the onset of this project for performance of this Scope of Services. The project plan will define tasks, schedule and responsible person(s) or organization for each milestone.
4. Conduct project status meetings.
5. Prepare and submit monthly Status Reports.
6. Review and administer Project Change Control with District Project Manager.

*Completion Criteria:* This activity will be complete when the other activities described as City Responsibilities have been completed, according to their completion criteria, or City has met the criteria defined in the Completion Criteria section of this Scope of Services.

*Deliverables:* Monthly Status Reports

### **1.2.2 Engagement Kickoff and Project Planning Meeting**

*Description:* An engagement kickoff and project planning meeting between District and City will occur as soon as possible after a specific request from an authorized District representative. This meeting may be held via telephone conference call. The purpose of this meeting is to give City team member(s) a high level understanding of District’s objectives and system environment, to develop an engagement plan, and to complete a project plan for a specific engagement when required. The typical engagement agenda might include:

1. Expectations for this engagement
2. Development of an engagement plan and schedule
3. Confirmation of the engagement schedule

*Completion Criteria:* This task will be complete when the requested engagement is underway

*Deliverable:* None.

### **1.2.3 Document Findings and Recommendations for each Engagement**

*Description:* City will summarize key findings and conclusions and provide recommendations to assist District in understanding how specific changes will impact the future of equipment and applications. These changes will be related to fine-tuning District’s current environment with respect to the systems indicated in Section 1.0 of this Scope of Services.

*Completion Criteria:* This task is complete when City has reported its findings to District Project Manager.

*Deliverable:* Summary of Findings and Recommendations.

### **1.3 District Responsibilities**

The responsibilities listed in this section are in addition to those responsibilities specified in this Agreement and are to be provided by District at no charge to City.

#### **1.3.1 District Project Manager**

Prior to the start of this Scope of Services under the Agreement, District will designate a person, called District Project Manager, to whom City communications will be addressed and who has the authority to act for District in all aspects of the contract.

District Project Manager shall:

1. Serve as the interface between City and all District departments, organizations and sites participating in this project.
2. With City Project Manager, develop the project plan prior to implementation for each engagement.
3. With City Project Manager, administer the Project Change Control Procedures.
4. Attend project status meetings.
5. Obtain and provide information, data, decisions and approvals, within five (5) working days of City's request, unless both City and District agree to an extended response time.
6. Help resolve project issues and escalate issues within District's organization, as necessary.

#### **1.3.2 Office Space and Other Facilities**

District shall:

1. Provide suitable office space, office supplies, furniture, telephone and other facilities equivalent to those provided to District employees for City project team while working on District premises.
2. Provide necessary clerical and reproduction services for project staff while working on District premises.
3. Provide necessary machine time, related services, and supplies for project planning, tracking, documentation, and reporting activities.
4. Ensure access to the site for City personnel. Most of the work involved in this project will be performed during normal working hours (8:00am to 5:00pm). However, on some occasions, District may need to provide access to facilities outside of these hours.

### **1.4 Estimated Schedule**

Estimated Start Date = January 1, 2012

Estimated End Date = December 31, 2015

Reasonable effort shall be made to keep the schedule dates intact.

City shall not be responsible for delays or additional requirements imposed by any government agencies, labor disputes, fire, unavoidable casualties, or unforeseen conditions.

### **1.5 Deliverable Materials**

The following items will be delivered to District under this Scope of Services. See Exhibit D, "Deliverables Guidelines", for a description of each deliverable.

- Status Report
- Summary of Findings and Recommendations

### **1.6 Completion Criteria**

City shall have fulfilled its obligations under this Scope of Services when any one of the following first occurs:

1. City accomplishes City tasks described under "the City Responsibilities" in accordance with the mutually agreed to requirements.
2. City provides the number of hours of Services specified under "Charges" or any subsequent Change Authorization.
3. Either City or District terminates this Scope of Services under the terms of the Agreement.
4. The Estimated End Date is reached.

**EXHIBIT B**  
**COMPENSATION**

The compensation for the Services described in this Scope of Services are estimated as follows:

City will provide the Services described in this Scope of Services for up to four thousand (4000) hours per year at an hourly rate of \$65.50 per hour to a maximum of \$250,000 per year. The hours authorized by District and specified here do not imply or commit a fixed-price contract. If District determines that it is necessary to exceed the hours or the Estimated End Date, the parties may revise this Scope of Services in accordance with the procedures set forth in Exhibit C. If District or City alternatively chooses to terminate City's Services, District agrees to pay City for actual hours expended by City up to the date of written notification of termination.

The Total Charge for the services provided under this Scope of Services is an amount that will not exceed \$250,000 per year for three years unless otherwise authorized and mutually agreed to in writing through the Project Change Control Procedure described in this Agreement.

District will be invoiced monthly for actual hours during the previous month. Invoices are payable within 30 days of receipt in accordance with District's standard practice.

EXHIBIT C

CHANGE AUTHORIZATION FORM

Change Authorization

City of Beverly Hills

Contact Name:

[Text box for Contact Name]

Telephone Number:

[Text box for Telephone Number]

Fax Number:

[Text box for Fax Number]

E-mail Address:

[Text box for E-mail Address]

Change Requested By

Name:

[Text box for Name]

Title:

[Text box for Title]

E-mail Address:

[Text box for E-mail Address]

Telephone No.

Fax No.

[Text boxes for Telephone No. and Fax No.]

Details of Change(s)

Cost adjustment  
\$

Hours adjustment

Item(s) \_\_\_\_\_

Estimated schedule: \_\_\_\_\_

Reason(s) for Change(s): \_\_\_\_\_

Other terms: \_\_\_\_\_

Signatures: Sign and print your name.

Requested by DISTRICT:

Name Title Date

Approved by CITY:

Name Title Date

## EXHIBIT D

### Deliverable Guidelines

#### Status Report

**Purpose:** City will provide a Status Report during the project to describe the activities which took place during that period. Significant accomplishments, milestones, and problems will be described.

**Delivery:** One hard copy will be delivered to District Project Manager within five working days following the reporting period.

**Content:** The report will consist of the following, as appropriate:

- Activities performed during the reporting period
- Activities planned for the next reporting period
- Project change control activity
- Problems, concerns, and recommendations
- Hours summary

#### Summary of Findings and Recommendations

**Purpose:** City will provide a summary of key findings and conclusions and provide recommendations to assist District in understanding how specific changes will impact the future of District's equipment and applications.

**Delivery:** One hard copy will be delivered to District Project Manager.

**Content:** The report will consist of the following, as appropriate:

- Key findings and conclusions
- Recommendations

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND BARTRONICS AMERICA, INC. FOR INFORMATION  
TECHNOLOGY CONSULTING SERVICES RELATED TO  
PROVISION OF NETWORK ADMINISTRATION SERVICES  
FOR THE BEVERLY HILLS UNIFIED SCHOOL DISTRICT

NAME OF CONSULTANT:

Bartronics America, Inc.

RESPONSIBLE PRINCIPAL  
OF CONSULTANT:

Pundarika Bibireddy, Chief Operational  
Officer & Executive Vice President for  
Global Sales

CONSULTANT ADDRESS:

485 US Highway 1 South, Building E  
Iselin, New Jersey 08830

CITY'S ADDRESS:

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

COMMENCEMENT DATE:

Upon receipt of written Notice to Proceed

TERMINATION DATE:

December 31, 2014

CONSIDERATION:

Not to exceed \$125,000 per year as set forth  
in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND BARTRONICS AMERICA, INC. FOR INFORMATION  
TECHNOLOGY CONSULTING SERVICES RELATED TO  
PROVISION OF NETWORK ADMINISTRATION SERVICES  
FOR THE BEVERLY HILLS UNIFIED SCHOOL DISTRICT

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, attached hereto and incorporated herein by this reference (the "Services").

B. Consultant represents that it is qualified and able to perform the Services in accordance with the terms set forth herein.

NOW, THEREFORE, the parties agree as follows:

Section 1. Consultant's Services. Consultant shall provide information technology consulting services as more particularly 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. Compensation.

(a) City agrees to compensate Consultant for the services 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) The Compensation required under this Agreement 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.

Section 3. 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 4. Assignment and Subcontracting. Consultant shall not assign or attempt to assign any portion of this Agreement, or subcontract any required performance

hereunder, without the prior written approval of City. Consultant, however, shall at all times be responsible for the services performed by any subcontractors.

Section 5. Party Representatives.

(a) Consultant: Responsible Principal. 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 the prior written consent of City.

(b) City Representative. The City Manager or his designee shall represent City in the implementation of this Agreement.

Section 6. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform Consultant's services under this Agreement.

Section 7. 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 services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with Consultant.

Section 8. Insurance.

(a) Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, 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.

(b) Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Professional Liability Insurance covering personal injury and property damage, 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 City in writing 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.

(c) Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, 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 Contractor in performing the services required by this Agreement.

(d) Consultant agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation insurance as required by law.

(e) Consultant shall require each of its sub-Consultants or sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(f) 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.

(g) 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.

(h) 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 on Exhibit C, attached hereto and incorporated herein, or a form satisfactory to the City Attorney and Risk Manager, showing that the aforesaid policies are in effect in the required amounts. Consultant shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates.

(i) The policies of general liability and vehicle liability insurance required by this Agreement shall contain an endorsement naming the City and City's elected officials, officers and employees, as well as the Beverly Hills Unified School District ("District") and its elected officials, officers and employees, as additional insureds. 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.

(j) The insurance provided by Consultant shall be primary to any coverage available to City and District. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation. The Consultant hereby waives all rights of subrogation against City and District.

(k) 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 9. Indemnification.

(a) Consultant agrees to indemnify, hold harmless and defend the City, the City Council and each member thereof, and every officer, employee and agent of the City, as well as the District and its elected officials, its officers and employees, from any claims, liability or financial loss (including without limitation, attorneys fees and costs) arising out of the acts or omissions of Consultant, its employees, agents, representatives, and/or subcontractors, whether intentional, reckless, negligent, or otherwise wrongful, in the performance of this Agreement.

(b) Consultant agrees to indemnify, hold harmless and defend the City, the City Council and each member thereof, every officer, employee and agent of the City, as well as the District and its elected officials, its officers and employees, from and against any liability or financial loss (including, without limitation, attorneys fees and costs) arising from any claim that the technology and services provided by Consultant under this Agreement infringes upon any copyright, trade secret, trademarks, patent or other proprietary or intellectual property right of any third party.

Section 10. Termination.

(a) City may cancel this Agreement, with or without cause, at any time upon five (5) 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 full compensation for all services performed by Consultant, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, Consultant shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid Consultant for the full performance of the services required by this Agreement.

Section 11. 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 services.

Section 12. 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 pursuant to this Agreement as City deems appropriate.

Section 13. Non-Disclosure.

(a) Pursuant to the terms of this Agreement, City may provide, or will provide Consultant with certain information, and/or access to certain information including public safety information (the "Information"), which was or will be obtained by the City pursuant to a license agreement with a third party, or which is the proprietary information of the City, or which is not publicly known. Consultant, its employees, agents, representatives, contractors and subcontractors shall hold the Information private and confidential, and shall not:

- 1) Use the Information, nor cause the Information to be used for any purpose other than in performance of its duties to the City under this Agreement,
- 2) Participate in the wrongful use, illegal use, or unauthorized disclosure of the Information, or

3) Sell, release, free trade, assign, or provide access to the Information, directly or indirectly, to third parties. This provision survives termination of this Agreement.

Section 14. Notice. Any notice required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during 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 designate in writing.

Section 15. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

Section 16. 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 17. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 18. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

CITY OF BEVERLY HILLS  
A Municipal Corporation

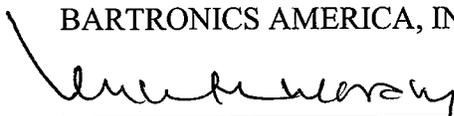
\_\_\_\_\_  
BARRY BRUCKER  
Mayor of the City of Beverly Hills,  
California

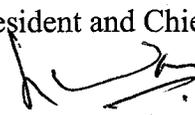
ATTEST:

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

[Signatures continue]

BARTRONICS AMERICA, INC.:

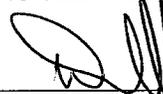
  
\_\_\_\_\_  
VENKAT MARAM  
President and Chief Executive Officer

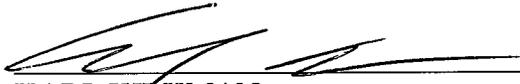
  
\_\_\_\_\_  
SUNDARESAN SANDARAM  
Vice President: Finance

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
DAVID SCHIRMER  
Chief Information Officer

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

## EXHIBIT A

### SCOPE OF SERVICES

Consultant shall provide information technology consulting services (the "Services") related to City's provision of Network Administration services to the District, as directed by City. The Services shall include, but are not limited to the following:

#### **TASK 1: Network Administration**

A. Design, develop, and architect advanced data systems solutions and strategies for the following:

1. Enterprise class LAN comprised of converged technologies in voice, video and data services, systems, and delivery.
2. Advanced transport solutions and strategies for a carrier class metropolitan area network supporting advanced service delivery technology for multiple autonomous systems.
3. Advanced transport infrastructure in support of LAN/WAN/MAN environments encompassing inside and outside fiber and copper distribution.
4. Autonomous wireless systems based on Wi-Fi and GSM technologies as well as maintaining systems administration and management function and solutions for a unified LAN/WAN/MAN wired and wireless environment.

B. Plan, document, and perform complex maintenance windows that involve significant configuration changes on the network.

C. Work effectively and systematically with City's personnel to ensure comprehensive network security across all platforms.

D. Provide daily support and monitoring of system and system events organization wide.

E. Deploy, configure and maintain Extreme Networks, Cisco and Juniper equipment.

F. Work within ExtremeWare, EXOS, Cisco IOS and Juniper OS in an ISP/LAN/MAN/WAN/Carrier internetworking environment.

G. Develop service delivery classification providing Quality of Service (QoS) leveraging 802.1Q, 802.1p, TOS, DSCP and HQoS.

H. Utilize complex testing and troubleshooting equipment including but not limited to BERT testers, light meters, OTDRs, sniffers, and protocol analyzers.

I. Work within SNMP and network management platforms and tools including open source.

J. Work with multiple network system environments such as UNIX, Linux and Windows.

K. Work with voice and video transport technologies and service delivery.

L. Develop telemetry required for capacity planning purposes.

M. Work within industry standards and technologies for network services delivery such as Ethernet, LACP, EAPS, STP, TCP/IP, VRRP, RIP, OSPF, ISIS, BGP, and Virtual Routing.

N. Work within industry established standards and best practices as they pertain to design and implementation of computer networks.

O. Provision, troubleshoot, and understand transport technologies Carrier Ethernet, MPLS, ATM, SONET, PDH, Optical, and DWDM.

P. Provide administration and support for security configurations and issues including firewalls and IDS and IPS systems.

Q. Provide administration and support for enterprise/carrier-class routers and switches (experience with Extreme Networks, Cisco, and Juniper required).

R. Provide administration and support for TDM and VOIP solutions.

## **TASK 2: Additional Information Technology Consulting Services**

A. As directed by the City, Consultant shall provide ongoing supplemental network support and supplemental network systems administration in the following areas:

1. Maintenance of software and system configurations.
2. Analysis of hardware and software problems.
3. Generation of related reports, change logs and documentation.
4. Security enhancements.
5. Monitoring of system performance.
6. Software enhancements
7. Documentation of best practices.

B. As directed by the City, Consultant shall provide additional information technology consulting services to the District to ensure the integrity, security and functionality of the District's networking systems.

## EXHIBIT B

### COMPENSATION and PAYMENT

City shall pay Consultant compensation at a blended rate of Sixty-Two and 50/100 Dollars (\$62.50) per hour for scheduled service during normal business hours. The total sum shall not exceed the amount of One Hundred and Twenty-Five Thousand Dollars (\$125,000. 00) per year, as set forth in the purchase order issued by City for all services to be provided pursuant to this Agreement.

Consultant shall submit a weekly itemized statement to City for its services performed for the prior week, 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.



**CERTIFICATE OF INSURANCE**

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

**AMED INSURED**

**COMPANIES AFFORDING COVERAGE**

- A.
- B.
- C.

**ADDRESS**

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

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND NETWORLD SOLUTIONS, INC. FOR INFORMATION  
TECHNOLOGY CONSULTING SERVICES RELATED TO  
PROVISION OF SYSTEMS ARCHITECTURE,  
ADMINISTRATION AND DESIGN SERVICES TO BEVERLY  
HILLS UNIFIED SCHOOL DISTRICT

NAME OF CONSULTANT: Networkworld Solutions, Inc.

RESPONSIBLE PRINCIPAL OF CONSULTANT: Darryl Vidal, Vice President

CONSULTANT ADDRESS: 8316 Claremont Mesa Boulevard, #208  
San Diego, California 92111

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

COMMENCEMENT DATE: Upon receipt of written Notice to Proceed

TERMINATION DATE: December 31, 2014

CONSIDERATION: Not to exceed \$125,000 per year as set forth  
in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND NETWORLD SOLUTIONS, INC. FOR INFORMATION  
TECHNOLOGY CONSULTING SERVICES RELATED TO  
PROVISION OF SYSTEMS ARCHITECTURE,  
ADMINISTRATION AND DESIGN SERVICES TO BEVERLY  
HILLS UNIFIED SCHOOL DISTRICT

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "City"), and Networld Solutions, Inc. (hereinafter called "Consultant").

RECITALS

A. City desires to have certain services provided as set forth in Exhibit A, attached hereto and incorporated herein by this reference (the "Services").

B. Consultant represents that it is qualified and able to perform the Services in accordance with the terms set forth herein.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

Section 1. Consultant's Services. Consultant shall provide information technology consulting services as more particularly 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. Compensation.

(a) City agrees to compensate Consultant for the services 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) 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.

Section 3. 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 4. Assignment and Subcontracting. Consultant shall not assign or attempt to assign any portion of this Contract, or subcontract any required performance

hereunder, without the prior written approval of City. Consultant, however, shall at all times be responsible for the services performed by any subcontractors.

Section 5. Party Representatives.

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

(b) City Representative. The City Manager or his designee shall represent City in the implementation of this Contract.

Section 6. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform Consultant's services under this Contract.

Section 7. 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 services contemplated by this Contract. No person having any such interest shall be employed by or be associated with Consultant.

Section 8. Insurance.

(a) Consultant shall at all times during the term of this Contract carry, maintain, and keep in full force and effect, 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.

(b) Consultant shall at all times during the term of this Contract carry, maintain, and keep in full force and effect, a policy or policies of Professional Liability Insurance covering personal injury and property damage, 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 City in writing 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 Contract is completed.

(c) Consultant shall at all times during the term of this Contract carry, maintain, and keep in full force and effect, 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 Contractor in performing the services required by this Contract.

(d) Consultant agrees to maintain in force at all times during the performance of work under this Contract workers' compensation insurance as required by law.

(e) Consultant shall require each of its sub-Consultants or sub-contractors to maintain insurance coverage which meets all of the requirements of this Contract.

(f) The policy or policies required by this Contract 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.

(g) Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate this Contract 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.

(h) At all times during the term of this Contract, Consultant shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth on Exhibit C, attached hereto and incorporated herein, or a form satisfactory to the City Attorney and Risk Manager, showing that the aforesaid policies are in effect in the required amounts. Consultant shall, prior to commencement of work under this Contract, file with the City Clerk such certificate or certificates.

(i) The policies of general liability and vehicle liability insurance required by this Contract shall contain an endorsement naming the City and City's elected officials, officers and employees, as well as the Beverly Hills Unified School District ("District") and its elected officials, officers and employees, as additional insureds. All of the policies required under this Contract 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 Contract.

(j) The insurance provided by Consultant shall be primary to any coverage available to City and District. The policies of insurance required by this Contract shall include provisions for waiver of subrogation. The Consultant hereby waives all rights of subrogation against City and District.

(k) 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 9. Indemnification.

(a) Consultant agrees to indemnify, hold harmless and defend the City, the City Council and each member thereof, and every officer, employee and agent of the City, as well as the District and its elected officials, its officers and employees, from any claims, liability or financial loss (including without limitation, attorneys fees and costs) arising out of the acts or omissions of Consultant, its employees, agents, representatives, and/or subcontractors, whether intentional, reckless, negligent, or otherwise wrongful, in the performance of this Contract.

(b) Consultant agrees to indemnify, hold harmless and defend the City, the City Council and each member thereof, every officer, employee and agent of the City, as well as the District and its elected officials, its officers and employees, from and against any liability or

financial loss (including, without limitation, attorneys fees and costs) arising from any claim that the technology and services provided by Consultant under this contract infringes upon any copyright, trade secret, trademarks, patent or other proprietary or intellectual property right of any third party.

Section 10. Termination.

(a) City may cancel this Contract, with or without cause, at any time upon five (5) days written notice to Consultant. Consultant agrees to cease all work under this Contract on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Contract by City, due to no fault or failure of performance by Consultant, Consultant shall be paid full compensation for all services performed by Consultant, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Contract, Consultant shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid Consultant for the full performance of the services required by this Contract.

Section 11. 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 services.

Section 12. Information and Documents. All data, information, documents and drawings prepared for City and required to be furnished to City in connection with this Contract shall become the property of City, and City may use all or any portion of the work submitted by Consultant pursuant to this contract as City deems appropriate.

Section 13. Non-Disclosure.

(a) Pursuant to the terms of this contract, City may provide, or will provide Consultant with certain information, and/or access to certain information including public safety information (the "Information"), which was or will be obtained by the City pursuant to a license agreement with a third party, or which is the proprietary information of the City, or which is not publicly known. Consultant, its employees, agents, representatives, contractors and subcontractors shall hold the Information private and confidential, and shall not:

1) Use the Information, nor cause the Information to be used for any purpose other than in performance of its duties to the City under this Agreement,

2) Participate in the wrongful use, illegal use, or unauthorized disclosure of the Information, or

3) Sell, release, free trade, assign, or provide access to the Information, directly or indirectly, to third parties. This provision survives termination of this Agreement.

Section 14. Notice. Any notice required by this Contract shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during 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 designate in writing.

Section 15. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Contract, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

Section 16. Entire Contract. This Contract represents the entire integrated agreement between City and Consultant, and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by a written instrument signed by both City and Consultant.

Section 17. Governing Law. The interpretation and implementation of this Contract shall be governed by the domestic law of the State of California.

Section 18. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

EXECUTED the \_\_\_\_ day of \_\_\_\_\_, 2011.

CITY OF BEVERLY HILLS  
A Municipal Corporation

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

ATTEST:

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

NETWORLD SOLUTIONS, INC.:

  
\_\_\_\_\_  
DARRYL VIDAL  
Vice President



\_\_\_\_\_  
LORI GREEN

Secretary

APPROVED AS TO FORM:



\_\_\_\_\_  
LAURENCE S. WIENER

City Attorney

APPROVED AS TO CONTENT:



\_\_\_\_\_  
DAVID SCHIRMER

Chief Information Officer



\_\_\_\_\_  
KARL KIRKMAN

Risk Manager

## EXHIBIT A

### SCOPE OF SERVICES

Consultant shall provide information technology consulting services (the "Services") related to City's provision of Systems Architecture, Administration and Design services to the District, as directed by City. Consultant shall warranty all Services for one year. The Services shall include, but are not limited to the following:

**TASK 1: Systems Architecture, Administration and Design**

- (a) Provide analysis of High-Availability requirements, technology improvement opportunities, and IT operational improvements.
- (b) Design fault-tolerant system architectures to run mission-critical applications.
- (c) Architect migration strategies to extend current infrastructure, business systems and processes in a High-Availability and managed services design.
- (d) Ensure quality deliverables, meets project time-frames, and achieves a high-degree of customer satisfaction.
- (e) Resolve complex issues and enable staff, developers and consultants in successful completion of their duties.
- (f) Design and administer highly-available Relational Database systems, Intranet and Internet systems, E-mail systems, and File/Print servers.
- (g) Architect enterprise solutions utilizing IBM Web-Sphere, IBM DB2, IBM AIX, Microsoft Windows servers, HACMP, Windows clustering, SAN, NAS, Tivoli Storage Manager and Fiber Channel Networks.
- (h) Architect and administer policies and procedures related to system security, client and server access, Active Directory, Exchange, LDAP, Firewalls, VPN, secure remote access, Internet access, virus protection, Security filtering, Data Center planning, security and maintenance.
- (i) Architect and administer the District's Disaster Recovery Plan to ensure the backup and restoration of data, systems, and high-availability resources in the event of catastrophic failure.
- (j) Maintain high-availability environment including secondary and tertiary data replication measures.
- (k) Work in a heterogeneous environment consisting of Windows systems, UNIX systems, centralized storage, centralized backups and fiber channel networks.

- (l) Ensure high-availability of systems across the Municipal Area Network.
- (m) Administer and support Enterprise Storage Systems.
- (n) Administer and support Tivoli Storage Manager.
- (o) Administer and support AIX, Web-Sphere, DB2, HACMP and Informix.
- (p) Administer and support i.e., Skill in Windows servers, Active Directory, MS Exchange, IBM Director and Windows clustering.
- (q) Provide documentation created in Visio, MS Project, Imaging Software and other MS Office tools for documentation.
- (r) Utilize High-Availability best practices.
- (s) Provide services related to Active Directory, Microsoft Exchange, email gateways, spam filtering systems, print services, web servers and application servers.
- (t) Provide services in a heterogeneous environment consisting of Windows, Unix, centralized storage, centralized backup, fiber channel network, email systems, databases and virtualization.
- (u) Provide services related to networking components including DHCP, DNS, VLANS, Switches, Routers, two factor authentication, LAN, WAN, VPN, LDAP and Firewall.
- (v) Provide services related to databases including MS-SQL, DB2, Oracle and database administration techniques such as SQL scripting, stored procedures, backup, restore, data migration etc.
- (w) Provide services related to virtualization techniques including VMware, Microsoft Virtual server and Unix server virtualization
- (x) Ensure quality deliverables, meet project time-frames, and achieve a high-degree of customer satisfaction.
- (y) Provide services related to high availability techniques including Microsoft Clustering, HACMP, Database clustering and application server clustering.
- (z) Provide services related to backup, recovery and disaster recovery techniques.

**TASK 2: Additional Information Technology Consulting Services**

- (a) As directed by the City, Consultant shall provide ongoing supplemental systems support and systems administration in the following areas:
  - i. Maintenance of software and system configurations

- ii. Analysis of hardware and software problems
- iii. Generation of related reports, change logs and documentation
- iv. Security enhancements
- v. Monitoring of system performance
- vi. Software enhancements
- vii. Documentation of systems based on industry best practices using Visio, MS Project, Imaging Software and other MS Office tools

**TASK 3:** As directed by the City in writing, Consultant shall provide additional information technology consulting services to the District to ensure the integrity, security and functionality of the District's systems.

## EXHIBIT B

### COMPENSATION and PAYMENT

City shall pay Consultant compensation at a blended rate of Fifty-Five Dollars (\$55) per hour for scheduled service during normal business hours. The total sum shall not exceed the amount of One Hundred and Twenty-Five Thousand Dollars (\$125,000.00) per year, as set forth in the purchase order issued by City for all services to be provided pursuant to this Agreement.

Consultant shall submit a monthly itemized statement to City for 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.