



AGENDA REPORT

Meeting Date: July 3, 2012

Item Number: G-18

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 \$31,231,684.15

Attachments:

1. Agreements (8)
2. Exhibit A

RECOMMENDATION

Staff recommends that the City Council approve the annual City-wide blanket purchase orders identified on Exhibit A in the total amount of \$31,231,684.15.

And approve the following agreements and amendments to agreements which are related to the annual City-wide blanket purchase orders with:

- ITEM A. ACCUVANT, INC. TO PROVIDE CONSULTING SERVICES RELATED TO THE CITY'S WIRELESS SYSTEM
- ITEM B. BARTRONICS AMERICA, INC. FOR INFORMATION TECHNOLOGY CONSULTING SERVICES RELATING TO WEB AND MOBILE APPLICATIONS ON AN AS-NEEDED BASIS

- ITEM C. INTEGRATED MEDIA TECHNOLOGIES, INC. TO PROVIDE PROFESSIONAL SERVICES AND EQUIPMENT RELATED TO THE CITY'S NETWORK LAN, WAN, AND MAN NETWORKS ENGINEERING SERVICES
- ITEM D. MAINLINE INFORMATION SYSTEMS, INC. FOR INFORMATION TECHNOLOGY CONSULTING SERVICES
- ITEM E. ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI) FOR INFORMATION TECHNOLOGY CONSULTING SERVICES RELATED TO THE CITY'S ENTERPRISE GIS SYSTEM
- ITEM F. INDEPENDENT TECHNOLOGY GROUP TO PROVIDE PROFESSIONAL SERVICES RELATED TO THE SECURITY OF THE CITY'S NETWORK
- ITEM G. INTERNATIONAL BUSINESS MACHINES CORPORATION FOR ONGOING MAINTENANCE AND SUPPORT SERVICES FOR THE CITY'S DATA CENTER
- ITEM H. TELECOM DESIGN, INC. FOR TELECOMMUNICATIONS RESEARCH, DESIGN, ENGINEERING, SUPPORT AND RELATED SERVICES

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 2012-2013 budget.

FISCAL IMPACT

Funds for each of the BPOs requested in Exhibit A have been approved in the Fiscal Year 2012/2013 budget. The total of all requests within this report is \$31,231,684.15.



Noel Marquis
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, 2012

TERMINATION DATE: June 30, 2013

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, 2012 and shall terminate on June 30, 2013.

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 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 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 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 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. 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 _____ 20____, at Beverly Hills, California.

CITY OF BEVERLY HILLS,
A Municipal Corporation

WILLIAM W. BRIEN, M.D.
Mayor of the City of Beverly Hills, California

ATTEST:

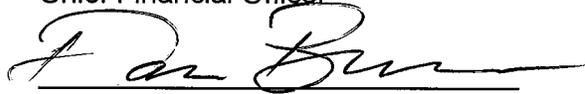
BYRON POPE
City Clerk

[Signatures continue]

CONSULTANT: ACCUVANT, INC.



DM ED WITTMAN-DAVID M. ROSHAK
Chief Financial Officer

DB 

DAN BURNS
~~Vice President of Sales~~ Chief Executive Officer



[Signatures continue]

APPROVED AS TO FORM:



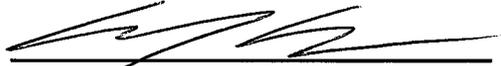
LAURENCE S. WIENER
City Attorney

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 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 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 CITY on an as-needed basis as directed by 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"). CITY shall review and approve in writing such Proposal prior to the commencement of work. Upon approval by CITY, such Proposal shall be incorporated herein such Services AND shall be subject to the terms and conditions of this Agreement. 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 a Proposal requested by CITY, 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 Certificate of Insurance

ADDRESS

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

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"/> BULK 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 : _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/3/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Van Gilder Insurance Corp. 1515 Wynkoop Street Suite 200 Denver CO 80202	CONTACT NAME: PHONE (A/C, No, Ext): 303-837-8500 E-MAIL ADDRESS: certificate@vgic.com		FAX (A/C, No): 303-831-5295
	INSURER(S) AFFORDING COVERAGE		
INSURED ACCINC3 Accuvant, Inc. 1125 17th Street Suite 1700 Denver CO 80202	INSURER A: Federal Ins Company		NAIC # 0
	INSURER B: Beazley USA		37540
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 1774518143 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			35801289WUC	8/1/2011	8/1/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			74992495	8/1/2011	8/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ ⁰			79844430	8/1/2011	8/1/2012	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			
B	Professional Liability Claims Made Retro Date: 08/15/2005			PACC01110	8/1/2011	8/1/2012	\$5,000,000 Limit \$5,000,000 Aggregate \$75,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Coverage: Crime
Insurer: Arch Insurance Group
Effective Dates: 07/31/2011-07/31/2012
Policy Number: PCD004004701
Limit: \$1,000,000; Deductible: \$10,000
See Attached...

CERTIFICATE HOLDER **CANCELLATION**

Evidence of Coverage . . .	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



ADDITIONAL REMARKS SCHEDULE

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

For Information Purposes:
 *As required by written contract or written agreement, Additional Insured status is available for ongoing operations under General Liability, on a primary and non-contributory basis.
 *General Liability includes Waiver of Subrogation.
 *Umbrella follows form.
 *Automobile Liability for Hired and Non-Owned Autos coverage, policy includes Waiver of Subrogation.
 *SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

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: 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: 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, 2012

TERMINATION DATE: June 30, 2013

CONSIDERATION: Not to exceed \$ 100,000.00
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, 2012 and shall terminate on June 30, 2013.

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 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 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 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 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. 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 _____ 20____, at Beverly Hills, California.

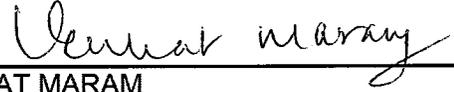
CITY OF BEVERLY HILLS
A Municipal Corporation

WILLIAM W. BRIEN, M.D.
Mayor of the City of
Beverly Hills, California

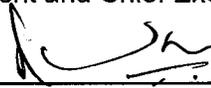
ATTEST:

BYRON POPE (SEAL)
City Clerk

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 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 CITY on an as-needed basis as directed by 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"). 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. 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 \$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

- A.
- B.
- C.

ADDRESS

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS		AGGREGATE
					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
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, 2013

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

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, and with prior written notice to CITY, source third 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. Invalidity 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 Agreement, and for one (1) year after the cessation of the Agreement, CITY agrees to use the services of any employee or subcontractor previously engaged in the scope of this Agreement only through CONSULTANT. 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 Agreement to perform services for CITY, either as an employee or independent contractor. CITY agrees that restrictions on CONSULTANT's employees or subcontractor's conduct in this Agreement are reasonable in nature, scope and duration, and that none of them inhibit CONSULTANT'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 CONSULTANT 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 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 its 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 shall provide a written estimate to CITY for any Hardware that is necessary to implement approved fixes.

(d) CONSULTANT has the right to refuse support for technology outside of its expertise

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

CITY OF BEVERLY HILLS
A Municipal Corporation

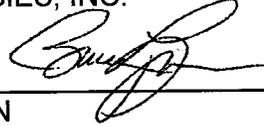
WILLIAM W. BRIEN, M.D.
Mayor of the City of Beverly Hills,
California

ATTEST:

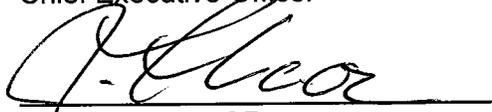
BYRON POPE
City Clerk

(Seal)

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 shall provide support of continuous operations at the CITY on an "as requested" basis. Scope of work shall include on-site network engineering support and other services mutually agreed to in writing between CONSULTANT and City Manager or his designee. This Agreement is designed to provide supplemental support in maintaining the CITY network and support operations, equipment and personnel that operate and use the network.

CONSULTANT shall provide a network consultant experienced with Extreme hardware design, configurations and best practices to assist in typical tasks to support CITY network in support, maintenance and administration of their network.

Levels of Service:

Phone Support

CONSULTANT offers centralized First-Call support for all technology services needs from simple technical support questions to detailed consultations and troubleshooting. CONSULTANT'S technical staff shall act as advocate when dealing with hardware/software manufactures for any active manufacture support contracts freeing up CITY 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 CONSULTANT 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.

CONSULTANT requires CITY to provide/allow access to CITY designated systems as part of CONSULTANT'S support agreements.

On-Site Support

CITY can pre-schedule or request to dispatch a CONSULTANT technician to manage CITY's needs to diagnose problems or execute repairs based on phone/remote diagnostics. CONSULTANT shall work with CITY to schedule an appropriate time to work with CITY's team. On-site support requests will be scheduled by CONSULTANT as quickly as possible.

Expected Services:

CONSULTANT's engineers shall assist with any network related issues as directed by the CONSULTANT's CIO or network staff. CONSULTANT's staff may provide any other technical assistance as requested/required by CITY, including but not limited to;

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

CITY Responsibilities:

CITY will provide one contact person to CONSULTANT. This individual will coordinate all required CONSULTANT and CITY 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 CONSULTANT will develop a change order or a separate written 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 CONSULTANT 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 CITY and CONSULTANT, and local resource availability and confirmation at least five-business days prior to the commencement of the Services under this Agreement.
- Requests for any time for support above and beyond this plan is an option CITY can execute with 7 days advanced notice using a CONSULTANT 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 CONSULTANT's Extreme System Engineer with:

- Building security access, including any badge, access codes and or parking passes if applicable
- A workspace for each CONSULTANT 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 for the Services provided under the Agreement at the following rate:

\$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's 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: Joseph P. Elebash, Chief Financial Officer

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, 2012

TERMINATION DATE: June 30, 2013

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, 2012 until June 30, 2013.

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 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 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 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 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. 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 _____ 20____, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

WILLIAM W. BRIEN, M.D.
Mayor of the City of Beverly Hills, California

ATTEST:

BYRON POPE
City Clerk

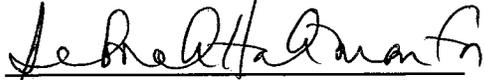
(SEAL)

CONSULTANT: MAINLINE INFORMATION
SYSTEMS, INC



Joseph P. Elebash
Chief Financial Officer

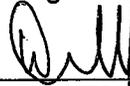
APPROVED AS TO FORM:



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 shall provide CITY with information technology ("IT") consulting services related to 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 CITY on an as-needed basis as directed by 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"). 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. 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 in writing by CITY's Chief Information Officer.

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 a CONSULTANT 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

AGENCY : _____

TITLE : _____
Address : _____

EXHIBIT C

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND ENVIRONMENTAL
SYSTEMS RESEARCH INSTITUTE, INC. (ESRI) FOR INFORMATION TECHNOLOGY
CONSULTING SERVICES RELATED TO THE CITY'S ENTERPRISE GIS SYSTEM

NAME OF CONSULTANT: Environmental Systems Research Institute, Inc.

RESPONSIBLE PRINCIPAL OF
CONSULTANT: Ross Wakefield, Program Manager

CONSULTANT'S ADDRESS: 380 New York Street
Redlands, CA 92373-8100
Attention: Ross Wakefield

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, 2012

TERMINATION DATE: June 30, 2013

CONSIDERATION: Not to exceed \$75,000 as more fully described in
Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI) FOR INFORMATION TECHNOLOGY CONSULTING SERVICES RELATED TO THE CITY'S ENTERPRISE GIS SYSTEM

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Environmental Systems Research Institute, Inc. (ESRI) (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 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, 2012 and shall terminate on June 30, 2013.

Section 3. Time of Performance. CONSULTANT shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY or in accordance with a mutually agreed upon project schedule and shall terminate on the Termination Date set forth above, unless sooner terminated pursuant to Section 14 of this Agreement.

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).

(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.

(c) City may submit a request to 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 5. Method of Payment. Unless otherwise provided for herein, 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 during the previous 30-day period. Monthly invoices for services shall be calculated on the basis of actual hours expended during the previous month, multiplied by the appropriate labor rate, plus other direct burdened costs.

Section 6. Independent Contractor. 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 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 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 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) 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.

(4) Workers' compensation 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 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 and auto liability 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.

Section 13. Indemnification. General Indemnity. CONSULTANT agrees to indemnify, hold harmless and defend the City of Beverly Hills, the City Council and each member thereof, and every officer, employee and agent of the City, (collectively the "Indemnified Parties") from and against any and all claims, damages, losses, liabilities, claims, judgments and settlements, including all reasonable costs, expenses and attorneys fees) arising out of any action or claim for bodily injury, death or property damage (except for databases not subject to a reasonable backup program) brought against any of the Indemnified Parties to the extent arising from any negligent act or omission or willful misconduct by CONSULTANT, its subcontractors or their respective directors, officers, employees, or agents.

Section 14. Termination.

(a) Termination for Cause. Either party may terminate this Agreement immediately upon written notice to the other party in the event that one or more of the following occur:

(i) Either party becomes insolvent, ceases to pay its debts in the ordinary course of business, is unable to pay its debts as they become due, or makes an assignment for the benefit of creditors;

(ii) A trustee or receiver is appointed for any or all of either party's assets;

(iii) Any bankruptcy or insolvency proceeding under any federal or state bankruptcy or insolvency code, or similar law, whether voluntary or involuntary, is commenced by or against either party;

(iv) Either party is dissolved or liquidated;

(v) Either party defaults under this Agreement three (3) or more times within any six (6)-month period, regardless of whether such defaults are cured;

(vi) Either party breaches any provision of this Agreement and there is no possibility of cure;

(vii) There is any (1) Material change in the management or control of either party, (2) Transfer of any substantial part of either party's business; or (3) Bulk transfer by either party pursuant to the Uniform Commercial Code or similar law.

(b) Upon termination of this Agreement:

(i) In the event of termination pursuant to Subsections v–vii of Subsection (a) of this Section, the due dates of all invoices for amounts owed by the CITY to CONSULTANT shall be accelerated automatically so that such amounts become due and payable on the effective date of termination, regardless of the payment term provisions set forth in this Agreement.

(ii) Except where a provision specifically provides otherwise, any cause of action or claim of one party accrued to or to accrue because of any breach or default of the other party and any accrued license rights shall survive to the degree necessary to permit their complete fulfillment or discharge.

(c) Termination for Convenience. City may terminate this Agreement at any time on fifteen (15) days written notice to CONSULTANT and upon payment to CONSULTANT for all amounts due to date, including the prorated contract price 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.

(d) **Obligations upon Termination.** Upon termination of this Agreement, the parties shall have no further obligations pursuant to its terms, except that Sections 12, 15, 1, 25, 27 and 28 of this Agreement shall survive termination.

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. CITY shall: (i) communicate needs and priorities to CONSULTANT; (ii) provide the appropriate staff to work with CONSULTANT; and (iii) provide CONSULTANT with access to the application, data, and source code, as necessary.

Section 16. Work Product. Except as specifically granted in this Agreement, CONSULTANT or its licensors own and retain all right, title, and interest in any tangible output produced as a result of the services provided by CONSULTANT under this Agreement ("Services Output"). Subject to the terms and conditions set forth in this Agreement, CONSULTANT hereby grants to City a nonexclusive, royalty-free, worldwide license to use, modify, and/or reproduce the Services Output in connection with City's authorized use of the CONSULTANT's commercial off the shelf software. This section shall survive termination of this Agreement.

Section 17. Information and Documents. Except as otherwise provided for in this Agreement, 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 year(s). CITY shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same. This right to audit excludes profit, overhead, general and administrative costs of CONSULTANT.

Section 19. Confidentiality and Non-Disclosure.

(a) **CITY's Confidential Information.** Pursuant to the terms of this Agreement, CITY may provide CONSULTANT with certain information, and/or access to certain information including public safety 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 (the "Information"). CONSULTANT, its employees, agents, representatives, contractors and subcontractors shall hold the Information which at the time of disclosure is identified as being confidential and confirmed in writing as "Confidential," private and confidential, and shall not:

(i) Use the Information, nor cause the Information to be used for any purpose other than in performance of its duties to the CITY,

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

(iii) 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 the CITY.

(b) **CONSULTANT's Confidential Information.** Except research and analysis documentation prepared by CONSULTANT for CITY, and unless otherwise agreed in writing, the

deliverables are CONSULTANT confidential and CITY shall preserve and protect their confidentiality. Insofar as its rights may be legally restricted, the CITY agrees not to reverse engineer or decompile deliverables delivered only in object code, executable code, or formats subject to similar or greater means of access control (collectively, "Secure Formats"). For deliverables delivered in source code or other human-readable formats, CITY shall have met its obligations under this Section if its disclosure of deliverables is limited to deliverables in Secure Formats, provided that the means for reverse engineering, decompiling, or disassembling such deliverables is withheld from disclosure, and the person or entity in receipt of such deliverables similarly agrees not to perform such acts or allow others to do so. CITY shall not disclose the deliverables to employees or third parties without advance written consent of CONSULTANT. However, CITY may, without such consent, make such disclosures to employees as are reasonably required for CITY's authorized use of the deliverables, provided that such disclosure is strictly limited to the portions of the deliverables needed for that purpose.

(c) Exclusions to Confidentiality. Neither party shall have any obligations to protect any information in this Section if:

- (i) The party was in possession of the information before receipt from the disclosing party.
- (ii) The information is or becomes a matter of public knowledge through no fault of the recipient.
- (iii) The information is rightfully disclosed by a third party without a duty of confidentiality;
- (iv) The information is disclosed by discloser to a third party without a duty of confidentiality;
- (v) The information is individually developed by a party; or
- (vi) The information is required to be disclosed by operation of law.

The disclosures permitted under the preceding paragraph shall not relieve CITY of its obligation to maintain the deliverables in confidence and comply with all applicable laws and regulations of the United States including, without limitation, its export control laws.

(d) Notwithstanding, CONSULTANT acknowledges that CITY is subject to the California Public Records Act (the "Act") and that some or all of the deliverables (collectively "information") provided by CONSULTANT may be disclosable thereunder. In the event a public records act request for CONSULTANT's information is received, CITY shall use its best efforts to provide CONSULTANT with written or verbal notice of such request, prior to compliance. However, nothing herein shall prevent CITY from complying with the requirements of the Act. In the event CITY determines that any documents containing CONSULTANT's information are not disclosable, and litigation is commenced to compel production of such documents, CONSULTANT agrees to defend and indemnify CITY, with counsel of CITY's choice, as to any claims, liabilities, costs, and/or judgments that may be incurred by CITY as a result of such litigation. The provisions of this section shall survive the expiration or termination of this Agreement for any reason.

Section 20. Changes in the Scope of Work. The CITY shall have the right to request, in writing, changes in the scope of work or the services to be performed. If the parties approve such changes to the scope of work, and such changes cause an increase or decrease in the cost

or time required to provide a service under the Scope of Work (regardless of whether the service itself is changed), an equitable adjustment in the price or schedule, or both, shall be made, and this Agreement shall be modified accordingly in writing and signed 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.

Section 27. Required Corrections and Limited Warranty.

(a) Time and Materials Scopes of Work

(i). Limited Warranty. CONSULTANT warrants that for a period of thirty (30) days from the date of acceptance that the Services will conform to the professional and technical standards in the software industry. During the limited warranty period, if the services do not substantially conform to such standards, CITY may require CONSULTANT to perform the Services again at no additional cost to the CITY. Any tangible output produced as a result of the Services provided by CONSULTANT under this Agreement is provided "AS IS" without warranty of any kind.

(ii). Disclaimer of Warranties. WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH IN SECTION (a)(i) OF THIS SECTION, CONSULTANT DISCLAIMS, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(b) Map Data Disclaimer. CONSULTANT DOES NOT WARRANT IN ANY WAY THE MAP DATA, WHETHER SUPPLIED BY CITY OR CONSULTANT, OR THE VENDORS OF EITHER OF THEM. IF SUPPLIED BY CONSULTANT OR ITS VENDORS, CONSULTANT

BELIEVES SUCH MAP DATA IS RELIABLE, BUT IT MAY NOT BE FREE OF NONCONFORMITIES, DEFECTS, ERRORS, OR OMISSIONS; BE AVAILABLE WITHOUT INTERRUPTION; BE CORRECTED IF ERRORS ARE DISCOVERED; OR MEET CITY'S NEEDS OR EXPECTATIONS. CONSULTANT IS NOT INVITING RELIANCE ON MAP DATA, AND CITY SHOULD ALWAYS VERIFY ACTUAL DATA FROM DOCUMENTS OF RECORD, FIELD MEASUREMENT, OR OBSERVATION."

Section 28. Limitation of Liability. In no event shall CONSULTANT be liable to CITY for any indirect, special, exemplary, consequential, or incidental damages or lost profits arising out of, or related to, this Agreement, even if it has been advised of the possibility of such damages. CONSULTANT'S liability for direct damages shall in no event exceed the amount actually paid by the CITY for the portion of the professional services involved.

Section 29. Nonhire of Consultant Personnel. It is hereby mutually agreed that CITY will not solicit for hire any employee(s) of CONSULTANT'S technical staff, who is (are) associated with efforts called for under this effort, for a period of one (1) year thereafter. In the event the foregoing provision is breached, liquidated damages equal to twelve (12) months of the employee's compensation plus any legal expenses associated with the enforcement of this provision shall be paid by the CITY to CONSULTANT.

Section 30. Taxes. Services provided are quoted exclusive of all state; local; value-added or other taxes, customs, or duties; or other charges (other than income taxes payable by CONSULTANT). In the event such taxes and/or charges become applicable to CONSULTANT'S services, applications, or data, CITY shall pay any such applicable tax upon receipt of written notice that such tax(es) is/are due.

Section 31. UCC Inapplicability. Services provided hereunder will not be governed by the Uniform Commercial Code (UCC) and will not be deemed "goods" within the definition of the UCC.

EXECUTED the _____ day of _____, 201 __, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

WILLIAM W. BRIEN, MD
Mayor of the City of
Beverly Hills, California

ATTEST:

BYRON POPE
City Clerk

CONSULTANT: ENVIRONMENTAL
SYSTEMS RESEARCH INSTITUTE, INC.

Krista Moreno
Name:
Title: Krista Moreno
Manager, Contracts and Legal Services

[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 up to 300 hours of remote and onsite ArcGIS consulting services, which shall include assisting CITY with ArcGIS API for flex application development support, application code review, and best practices technology transfer on web mapping application development and related ArcGIS software topics ("Services"). CONSULTANT shall provide and support the Services remotely from CONSULTANT's offices. In conducting the Services, CONSULTANT shall work with direction from CITY's technical staff and management and shall be provided to CITY on a mutually agreed basis as directed by the CITY in the manner set forth herein.

It is anticipated that consulting services activities shall include:

- ArcGIS Server and Geodatabase support, such as:
 - Software version upgrading and knowledge transfer
 - Geodatabase migration considerations
 - Data reliability, security, and performance considerations
- Reviewing new CONSULTANT technology and features to support CITY's workflows
- Web and mobile application upgrading and enhancements, such as:
 - API version upgrading
 - Geospatial analytical tools
 - Social media content
 - Performance considerations
- Associated project management as needed

Prior to providing Services under this Agreement, CITY shall request and CONSULTANT shall provide CITY with a written scope of work and price for requested Services ("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.

CONSULTANT Responsibilities:

Provide up to 300 hours of remote consulting services time as described above.

CITY Responsibilities

Communicate needs and priorities to CONSULTANT.

Provide the appropriate staff to work with CONSULTANT.

Provide CONSULTANT with access to the application, data, and source code, as necessary.

Assumptions

Pricing assumes all services will be provided remotely, and no travel will be necessary. If travel is required under a proposal, it will be detailed in the proposal.

The Services will be conducted under the following conditions: In the event CONSULTANT completes the Scope of Work for less than the Not-to-Exceed ("NTE") budget of \$75,000, the CITY will only be invoiced for the actual hours expended plus other burdened direct costs (such as travel if provided for in the Proposal).

In the event CONSULTANT reaches the NTE budget limit before the Scope of Work is completed, the CITY will have the option to either (a) increase the contract funding in order to allow the work to continue; or (b) instruct CONSULTANT to stop work. If the CITY chooses to stop work, CONSULTANT shall do so without liability.

CONSULTANT reserves the right to reallocate the project funding between Scope of Work activities and/or other direct costs items, as necessary to facilitate the work effort, provided the overall contract price is not exceeded and City approves the reallocation in advance.

All work will be accomplished in accordance with the Scope of Work with the deliverable being consulting time. If additional work is requested by the CITY in writing beyond the scope of this Exhibit A Scope of Work, CONSULTANT will provide an updated written estimate.

**EXHIBIT B
SCHEDULE OF PAYMENT AND RATES**

For Services provided during the term, CONSUTLANT shall be paid for the Services provided herein at the hourly rates set forth in CONSULTANT's 2012 Rate Schedule attached hereto as Attachment 1 to this Exhibit B. In no event shall the total compensation exceed \$75,000. CONSULTANT anticipates using staff from the GIS Consultant/Project Manager and Senior GIS System/Software Architect labor categories. Depending on the level of expertise required to perform certain activities during this engagement, CONSULTANT may be required to utilize other CONSULTANT staff members with a different skill-set and labor category.

The parties assume that Services will be provided remotely and no travel will be necessary. However, if travel is required under a Proposal, it will be detailed in the Proposal and invoiced accordingly.

In the event CONSULTANT completes the Scope of Work for less than the NTE budget listed below, CITY will only be invoiced for the actual hours expended plus other burdened direct costs, if such direct costs are listed in the Proposal. In the event CONSULTANT reaches the NTE budget limit before the Scope of Work is completed, CITY will have the option to either: (a) increase the funding in order to allow the work to continue; or (b) instruct CONSULTANT to stop work. If CITY chooses to stop work, CONSULTANT will do so without liability.

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 number of hours performed during the previous calendar month; (ii) a clear description of the activity performed (each activity must be billed as a separate entry and time should not be embedded); and (iii) total fees billed for each activity.

NTE BUDGET - Price by Activity		
Activity Description	Estimated Labor (\$)	NTE Price
ArcGIS API for Flex Consulting Services	\$75,000	\$75,000
Total Not-to-Exceed (NTE) Price:		\$75,000

ATTACHMENT 1 TO EXHIBIT B

RATE SCHEDULE

Effective January 1, 2012

Hourly time and materials labor rates have been provided for each labor category for calendar year 2012. The hourly labor rates for services that are performed after 2012 may be escalated by CONSULTANT in an amount not to exceed five percent (5%) each year by giving CITY thirty days prior written notice of such escalation. Other direct costs, such as travel, reproduction, subcontractor, telecommunication/freight, or materials, will be charged a material handling fee and invoiced.

GIS Consultant/Project Manager (M1) Hourly Rate: \$224/Hour

Staff members in this labor category provide day-to-day consulting and management for contracted projects. These individuals work under the guidance of senior CONSULTANT managers described herein and support the design and implementation of project work plans. These staff members may provide consulting services and design and management support to software application development projects and database conversion projects. They may also conduct detailed requirements interviews, document application requirements, develop logical and physical database designs using standard engineering diagramming methodologies, design software and database QA/QC programs, and provide management oversight of daily technical activities. These staff members work with senior consulting and technical staff to design comprehensive work plans that employ standard system methodologies that define project deliverables and milestones and realistic schedules. These individuals work with CONSULTANT administrative staff to ensure that progress and financial reporting is provided according to contract requirements.

Senior GIS Consultant/Project Manager (M2) Hourly Rate: \$283/Hour

Staff members in this labor category work as project managers or project advisers, providing strategic consulting and project management activities for geographic information system (GIS) and information technology (IT) projects. These staff members have market/application domain expertise using extensive experience in GIS and related geospatial technologies to support the successful completion of a project. Consulting activities may include strategic planning, GIS workshops and seminars development, requirements definition, application and database design, and system integration. Management activities may include defining project requirements and objectives, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. These individuals may also design comprehensive work plans that employ standard system methodologies that define project deliverables and milestones and realistic schedules.

Principal GIS Consultant/Program Manager (M3) Hourly Rate: \$373/Hour

Staff members in this labor category work as program directors or project advisers, providing project vision, strategic consulting, and program management activities for GIS and IT projects. These staff members apply market/application domain expertise using extensive experience in GIS and related geospatial technologies to support the successful completion of the program. Consulting activities may include strategic planning, review and oversight of requirements definitions, application and database design, and system integration. Management activities may include defining program requirements and objectives, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. Staff members in this labor category work with senior client staff in coordination with CONSULTANT senior management to resolve issues and support successful project completion.

GIS Technical Specialist/Engineer (S1) Hourly Rate: \$184/Hour

Staff members in this labor category work collaboratively with software designers to perform software coding and the writing of software documentation according to design specifications developed by senior technical staff described above. As a group, these staff members are experienced in the coding of

software and the creation of digital databases, as well as in software development associated with CONSULTANT's commercial off-the-shelf (COTS) software products; Web, desktop, or server software development languages; geospatial data formats; and other technologies. These individuals also develop effective database designs, implement data conversion processes and procedures, and perform software and database quality control.

GIS System/Software Developer (S2) Hourly Rate: \$238/Hour

Staff members in this labor category support the design of technical project specifications for the implementation of application software projects and database development projects. They support the day-to-day technical activities of the project team and ensure that standard system methodologies are employed. They also perform detailed software design and detailed database conversion design and are directly involved in the coding and implementation of complex and strategic portions of application software and database conversion projects. As a group, these staff members are proficient in CONSULTANT COTS software products; Web, desktop, and server software development languages; geospatial data formats; and other technologies. These staff members design and develop QA/QC programs and support design and code reviews, database reviews, and other QA/QC activities throughout the project life cycle.

Senior GIS System/Software Architect (S3) Hourly Rate: \$292/Hour

Staff members in this labor category provide the overall technical vision and system architecture for large, complex systems. They support the application of sound software engineering principles and life cycle methodologies to programs/projects. These individuals are actively involved in systems architecture design, application software design, database process design, and the directing of coding development including the supervision of design and code reviews. These staff members may serve as principal investigators in focused studies or research and development projects. Individuals in this labor category have broad technical knowledge of GIS applications and related information technologies and may also provide specific expertise in areas such as Web based software applications, service oriented architectures, data warehousing, spatial analysis, and modeling. As a group, these staff members are proficient with CONSULTANT COTS software products; software and database design methodologies; Web, desktop, and server software development languages; geospatial data formats; and other technologies.

GIS Database Specialist/Analyst (DB) Hourly Rate: \$155/Hour

Staff members in this labor category provide database development support in creating cartographic and digital data products. These staff members have expertise that includes the performance of hard copy to digital data conversion tasks, data migration, and translation activities utilizing advanced processing techniques in ArcGIS. These individuals design, develop, and implement efficient production tools and workflows in accordance with approved project plans and design parameters.



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"/> VENDOR'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
INDEPENDENT TECHNOLOGY GROUP TO PROVIDE PROFESSIONAL
SERVICES RELATED TO THE SECURITY OF THE CITY'S NETWORK

NAME OF CONSULTANT: Independent Technology Group

RESPONSIBLE PRINCIPAL
OF CONSULTANT: Doug Marlin, Managing Partner

CONSULTANT'S ADDRESS: 638 Lindero Canyon Road, Suite 39
Oak Park, CA 91377

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

COMMENCEMENT DATE: July 1, 2012

TERMINATION DATE: June 30, 2013

CONSIDERATION: Not to exceed \$ 100,000 based on the rates set
forth in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
INDEPENDENT TECHNOLOGY GROUP TO PROVIDE PROFESSIONAL
SERVICES RELATED TO THE SECURITY OF THE CITY'S NETWORK

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

RECITALS

A. CITY desires to have certain services provided as set forth in Exhibit A (the "CONSULTANT's Statement of Work"), attached hereto and incorporated herein.

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

NOW, THEREFORE, the parties agree as follows:

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

Section 2. Term of Agreement. This Agreement shall commence on July 1, 2012 and shall terminate on June 30, 2013.

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 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 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 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 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. 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-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 CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

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

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

Section 13. Termination.

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

Section 21. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

Section 22. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

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

CITY OF BEVERLY HILLS, a municipal
corporation

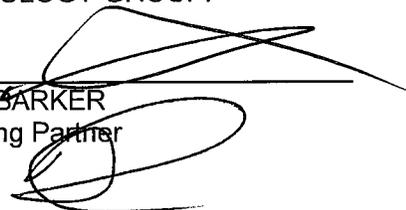
WILLIAM W. BRIEN, M.D.
Mayor of the City of Beverly Hills, California

ATTEST:

BYRON POPE (SEAL)
City Clerk

[Signatures continue]

CONSULTANT: INDEPENDENT
TECHNOLOGY GROUP.



KEVIN BARKER
Managing Partner

DOUG MARLIN
Managing Partner

APPROVED AS TO FORM:



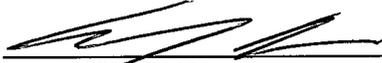
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY KOLIN
City Manager



DAVID SCHIRMER
Chief Information Officer



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF WORK

CONSULTANT shall perform consulting services relating to CITY's network security systems, including hardware, software, equipment and services as requested by CITY.

Upon CITY's written request, CONSULTANT shall perform the following services with respect to the relevant network security systems:

Network design and professional services, including:

- Capture of current and future requirements as it relates to Firewall, SSL/VPN and Router configurations and best practices.
- Draft of documentation detailing recommendations / guidelines for configuration and/or implementation.
- Create and validate detailed High and Low Level Solution Designs.
- Configure and reconfigure network security equipment change management requirements including, but not limited to, design review and audit.

Provide support assistance, including:

- Design/audit assistance including, but not limited to, for rollout of new software versions, review of any change of management requirements, design review and audit.
- General audit and health check services, including: Firewall policy creation, firewall policy object creation and consolidation, Network Address Translation (NAT) configuration, internal and external routing of IP traffic and Virtual System (V Sys) creation and management.
- Audit of existing network topology to ensure conformance with configuration policies

(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 engagement requested by CITY, CONSULTANT shall provide CITY with a written proposal which shall include (at a minimum) a detailed scope of work, deliverables, warranties and payment milestones ("Proposal"). 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 such services shall be subject to the terms and conditions of this Agreement. CITY shall issue a written authorization to proceed for each accepted Proposal.

Assumptions:

Services shall be performed, during normal working hours which are 8 hours per day; 9:00 am to 5:00 pm or a mutually agreed time schedule; during the local working week and excluding public holidays.

Services will be performed at the work location specified in the individual proposals. Any work within the performance of Services deemed to be appropriate for remote delivery by CONSULTANT, will be performed AND DELIVERED as mutually agreed upon.

CONSULTANT's employee who performs services on CITY property ("onsite employee") shall provide his/her own laptop computer for internal and Internet access, CONSULTANT email access, and his/her own mobile phone.

CITY is responsible for providing the onsite employee external access to the Internet, internal access to its Intranet and access to any network equipment, applications and databases that are essential for the onsite employee to perform the services successfully.

Any additional equipment, such as network analyzers, test equipment and/or laboratory equipment, is not provided by CONSULTANT. CITY will supply such tools if the onsite employee requires them to perform Services successfully.

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 \$150.00. In no event shall the total compensation 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 a Proposal requested by CITY, 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"/> 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 : _____

AMENDMENT NO. 13 TO AN AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND INTERNATIONAL
BUSINESS MACHINES CORPORATION FOR ONGOING
MAINTENANCE AND SUPPORT SERVICES FOR THE
CITY'S DATA CENTER

NAME OF CONSULTANT:	International Business Machines Corporation ("IBM")
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Dwain Bitter, Regional Executive
CONSULTANT'S ADDRESS:	100 N. Sepulveda El Segundo, CA 90425
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: David Schirmer, Chief Information Officer
TERMINATION DATE:	July 31, 2013
CONSIDERATION:	Not to exceed \$259,767.81 for annual maintenance and support services provided pursuant to this Amendment

AMENDMENT NO. 13 TO AN AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND INTERNATIONAL
BUSINESS MACHINES CORPORATION FOR ONGOING
MAINTENANCE AND SUPPORT SERVICES FOR THE
CITY'S DATA CENTER

This Amendment No. 13 is to that certain agreement entitled "Agreement Between the City of Beverly Hills and International Business Machines Corporation for Maintenance and Support Services" between the City of Beverly Hills, a municipal corporation (hereinafter called "City"), and International Business Machines Corporation, a New York corporation (hereinafter "Consultant"), dated December 2, 2003, and identified as Contract No. 372-03 for maintenance and support services in connection with the City's Data Center (the "Agreement").

RECITALS

- A. On December 2, 2003, City entered into the Agreement with Consultant for ongoing maintenance and support services in connection with the City's Data Center, as described more fully in the Agreement.
- B. On November 16, 2004, the Parties entered into that certain Amendment No. 1 to the Agreement entitled "Amendment No. 1 to Agreement Between the City of Beverly Hills and International Business Machines Corporation for Ongoing Maintenance and Support Services for the City's Data Center" to modify the scope of services and to extend the term of the Agreement.
- C. On July 5, 2005, the Parties entered into that certain Amendment No. 2 to the Agreement entitled "Amendment No. 2 to Agreement Between the City of Beverly Hills and International Business Machines Corporation for Ongoing Maintenance and Support Services for the City's Data Center" to modify the scope of services and to extend the term of the Agreement.

D. On July 11, 2006, the Parties entered into that certain Amendment No. 3 to the Agreement entitled “Amendment No. 3 to Agreement Between the City of Beverly Hills and International Business Machines Corporation for Ongoing Maintenance and Support Services for the City’s Data Center” to modify the scope of services and to extend the term of the Agreement.

E. On July 10, 2007, the Parties entered into that certain Amendment No. 4 to the Agreement entitled “Amendment No. 4 to Agreement Between the City of Beverly Hills and International Business Machines Corporation for Ongoing Maintenance and Support Services for the City’s Data Center” to modify the scope of services and to extend the term of the Agreement.

F. On May 6, 2008, the Parties entered into that certain Amendment No. 5 to the Agreement entitled “Amendment No. 5 to Agreement Between the City of Beverly Hills and International Business Machines Corporation for Ongoing Maintenance and Support Services for the City’s Data Center” to modify the scope of services and to extend the term of the Agreement.

G. On June 17, 2008, the Parties entered into that certain Amendment No. 6 to the Agreement entitled “Amendment No. 6 to an Agreement Between the City of Beverly Hills and International Business Machines Corporation for Ongoing Maintenance and Support Services for the City’s Data Center” to modify the scope of services and to extend the term of the Agreement.

H. On August 19, 2008, the Parties entered into that certain Amendment No. 7 to the Agreement entitled “Amendment No. 7 to an Agreement Between the City of Beverly Hills and International Business Machines Corporation for Ongoing Maintenance and Support Services for the City’s Data Center” to modify the scope of services and to extend the term of the Agreement.

I. On April 20, 2009, the Parties entered into that certain Amendment No. 8 to the Agreement entitled “Amendment No. 8 to an Agreement Between the City of Beverly Hills and International Business Machines Corporation for Ongoing Maintenance and Support Services for the City’s Data Center” to add the Master Services Attachment for ServiceElite to Attachment A to the Customer Agreement Signature Page for Attachments.

J. On May 29, 2009, the Parties entered into that certain Amendment No. 9 to the Agreement entitled “Amendment No. 9 to an Agreement Between the City of Beverly Hills and International Business Machines Corporation for Ongoing Maintenance and Support Services for the City’s Data Center” to modify the scope of services and to extend the term of the Agreement.

K. On July 21, 2009, the Parties entered into that certain Amendment No. 10 to the Agreement entitled “Amendment No. 10 to an Agreement Between the City of Beverly Hills and International Business Machines Corporation for Ongoing Maintenance and Support Services for the City’s Data Center” to modify the scope of services and to extend the term of the Agreement.

L. On July 8, 2010, the Parties entered into that certain Amendment No. 11 to the Agreement entitled “Amendment No. 11 to an Agreement Between the City of Beverly Hills and International Business Machines Corporation for Ongoing Maintenance and Support Services for the City’s Data Center” to modify the scope of services and to extend the term of the Agreement.

M. On July 7, 2011, the Parties entered into that certain Amendment No. 12 to the Agreement entitled “Amendment No. 12 to an Agreement Between the City of Beverly Hills and International Business Machines Corporation for Ongoing Maintenance and Support Services for the City’s Data Center” to modify the scope of services and to extend the term of the Agreement.

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

Section 1. The Termination Date shall be amended as set forth above for the scope of work set forth in this Amendment No. 13.

Section 2. The Consideration for the scope of work under this Amendment No. 13 shall be amended as set forth above.

Section 3. The Scope of Work set forth in Exhibit A, shall be attached to and incorporated as part of this Agreement.

Section 4. Except as expressly modified by Sections 2 and 3 of Amendment No. 9, and this Amendment No. 13, all of the provisions of the Agreement shall remain in full force and effect.

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

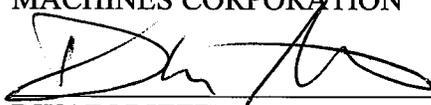
CITY OF BEVERLY HILLS
A Municipal Corporation

WILLIAM W. BRIEN, MD
Mayor of the City of Beverly Hills

ATTEST:

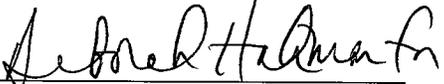
BYRON POPE
City Clerk

VENDOR
INTERNATIONAL BUSINESS
MACHINES CORPORATION



DWAINE BITTER
Regional Executive

APPROVED AS TO FORM:



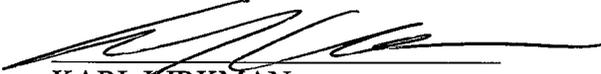
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY KOLIN
City Manager



DAVID SCHIRMER
Chief Information Officer



KARL KIRKMAN
Risk Manager

EXHIBIT A
SCOPE OF WORK

IBM Schedule for ServiceElite

This Schedule contains a listing of the Eligible Machines at the Specified Locations identified below for which IBM will provide the identified Services as described in the referenced Master Services Attachment and any referenced Statements of Work and Change Authorizations. The complete agreement between us about these Services consists of 1) this Schedule 2) the referenced Master Services Attachment and any referenced Statements of Work and Change Authorizations, and 3) the IBM Customer Agreement (or any equivalent agreement in effect between us).

Name and Address of Customer:

CITY OF BEVERLY HILLS

Customer Billing Address:

CITY OF BEVERLY HILLS
IT DEPT
455 N REXFORD DR
BEVERLY HILLS CA 90210-4817

Master Services Attachment Number: MAG30KN
Statement of Work Number: A75QH2
Change Authorization Number:
Customer Number: 01782976

Schedule Number: A75QH2
Revised Schedule: No
Schedule Effective Date: 05/23/2012
Proposal Reference Date: 08/01/2012

Transaction Contract Period:
Start Date: 08/01/2012
End Date: 07/31/2013
Renewal Contract Period: 1 Year(s)

*** Charge Period Charges / Payment Plan (Inclusive of MES):**

WSU One Time Charges: 0.00
SWMA ALF One Time Charges: 0.00
MMS for CISCO HW One Time Charges: 0.00
MMS for CISCO SW One Time Charges: 0.00
MMS for Nortel One Time Charges: 0.00
One Time Charges: 0.00

Maintenance Charges: 139,305.08
Service Charges: 0.00
TOTAL CHARGE PERIOD CHARGES: 139,305.08
Annually

Charge Period:
Start Date: 08/01/2012
End Date: 07/31/2013

¹Accumulated Adjustment Invoicing option: Y

Automatic Inventory Increase Option Applies:
Machine Maintenance Services Option #1: N
Software Services Option #2: N
Price Protection Option: Opt#1 Annual Price Protection
Pricing Method: Line Item

* Charges are based on the current inventory and services identified in this Schedule. Actual charges may vary with any additions, deletions, or changes to the inventory or services. Any applicable taxes are not included in the charge amounts herein but will be added to your invoice.

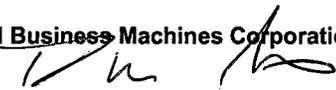
For a Machine subject to usage charges, in addition to the Service charge identified herein, you will be separately billed for usage in accordance with applicable usage rates and billing cycles.

The Parties need not sign this Schedule, unless either of us requests it.

Agreed to:

By: 
Authorized signature
Name (type or print): David Schirmer
Date: _____

Agreed to:

International Business Machines Corporation
By: 
Authorized signature
Name (type or print): Dwan Bitter
Date: 5/25/12

IBM Schedule for ServiceElite

Enterprise Total for Charge Period by Customer Number Inclusive of MES:

Customer No.	Customer Name	Customer Location	Charges ¹
00985895	CITY OF BEVERLY HILLS	333 N FOOTHILL RD, PS MAINTENCE SERVICE, BEVERLY HILLS CA 90210-3609	675.00
01782748	CITY OF BEVERLY HILLS	455 N REXFORD DR, INFORMATION TECHNOLOGY, BEVERLY HILLS CA 90210-4817	474.00
01782812	CITY OF BEVERLY HILLS	9355 CIVIC CENTER DR, COMPUTER ROOM, BEVERLY HILLS CA 90210-3427	17,121.08
01782976	CITY OF BEVERLY HILLS	455 N REXFORD DR, IT DEPT, BEVERLY HILLS CA 90210-4817	121,035.00
Total			139,305.08

Note: One Time Charges are not included in the Total

IBM Schedule for ServiceElite

Maintenance Machine List

--Eligible Machine Description-- A Machine is only considered "Eligible" if it is operational and in conformance with its official published specifications on the contract start date.

Mfg	Type	Mod/ Feat	Add/ Rem	Order/ Serial Number	Related Order/ Serial Number	Product Description	Qty	Type of Svc	Maint Svc	Charges ¹	Charges Start ²	Charges Stop ³
				Specified Location: 00985895		City, State: BEVERLY HILLS CA 90210-3609						
IBM	7979	AC1		00KQXBZR1		SYSTEM X3650	1	B	1	675.00 H		
Subtotal Without MES										675.00		
Subtotal With MES										675.00		
				Specified Location: 01782748		City, State: BEVERLY HILLS CA 90210-4817						
IBM	1723	HC1		0023P5779		1U FLAT PNL MONITOR CONS KIT	1	B	1	158.00 H		
IBM	1723	HC1		0023P5781		1U FLAT PNL MONITOR CONS KIT	1	B	1	158.00 H		
IBM	1723	HC1		0023P5783		1U FLAT PNL MONITOR CONS KIT	1	B	1	158.00 H		
Subtotal Without MES										474.00		
Subtotal With MES										474.00		
				Specified Location: 01782812		City, State: BEVERLY HILLS CA 90210-3427						
IBM	4364	AC1		00KQZXT78		IBM SYSTEM X3250	1	B	1	525.00 H		
IBM	7026	6H1		00006753F		7026 6H1 P SERIES 660 MODEL 6H1	1	A	1	2,782.08 H		
IBM	7978	AC1		0099N1781		SYSTEM X3550 SERVER	1	B	1	500.00 H		
IBM	7978	AC1		0099N1782		SYSTEM X3550 SERVER	1	B	1	500.00 H		
IBM	7978	AC1		0099N1787		SYSTEM X3550 SERVER	1	B	1	500.00 H		
IBM	7978	AC1		0099N1789		SYSTEM X3550 SERVER	1	B	1	500.00 H		
IBM	7978	AC1		0099N1793		SYSTEM X3550 SERVER	1	B	1	500.00 H		
IBM	7978	AC1		0099V3849		SYSTEM X3550 SERVER	1	B	1	500.00 H		
IBM	7978	AC1		00KQKTMAG		SYSTEM X3550 SERVER	1	B	1	500.00 H		
IBM	7979	AC1		0099B1206		SYSTEM X3650	1	B	1	675.00 H		
IBM	7979	AC1		00KQBCVMD		SYSTEM X3650	1	B	1	675.00 H		
IBM	7979	71U		00KQHDDGC		XSER3650 3.0GHZ 4MB 1G 0HD	1	B	1	675.00 H		
IBM	7979	AC1		00KQLWL16		SYSTEM X3650	1	B	1	675.00 H		

See Legend for Details

IBM Schedule for ServiceElite

Maintenance Machine List

--Eligible Machine Description-- A Machine is only considered "Eligible" if it is operational and in conformance with its official published specifications on the contract start date.

Mfg	Type	Mod/Feat	Add/Rem	Order/Serial Number	Related Order/Serial Number	Product Description	Qty	Type of Svc ²	Maint Svc ³	Charges ⁴	Charges Start ⁵	Charges Stop ⁶
IBM	7979	AC1		00KQLZN72		SYSTEM X3650	1	B	1	675.00	H	
IBM	7979	AC1		00KQNKX54		SYSTEM X3650	1	B	1	675.00	H	
IBM	7979	AC1		00KQYCZY7		SYSTEM X3650	1	B	1	675.00	H	
IBM	8840	15U		00KQTRT2M		XSER346 3.0G 2MB 1GB/0HDD	1	B	1	675.00	H	
IBM	8852	HC1		0099B8861		BLADECENTER H	1	B	1	714.00	H	
IBM	8853	AC1		0099BL520		BLADECENTER HS21	1	B	1	420.00	H	
IBM	8853	AC1		0099BL545		BLADECENTER HS21	1	B	1	420.00	H	
IBM	8864	AC1		0099A4849		IBM SYSTEM X3850	1	B	1	840.00	H	
IBM	8864	AC1		0099A9624		IBM SYSTEM X3850	1	B	1	840.00	H	
IBM	8864	AC1		0099A9625		IBM SYSTEM X3850	1	B	1	840.00	H	
IBM	8864	AC1		0099A9627		IBM SYSTEM X3850	1	B	1	840.00	H	
Subtotal Without MES										17,121.08		
Subtotal With MES										17,121.08		
				Specified Location: 01782976		City, State: BEVERLY HILLS CA 90210-4817						
IBM	1723	1NX		0023B4796		FLAT PANEL MONITOR WO/KEYB	1	B	1	158.00	H	
IBM	1735	L04		002367062		NETBAY LOCAL CONSOLE MANAGER	1	B	1	126.00	H	
IBM	1814	7VA		00131750D		DS4200 EXPRESS MODEL 7V	1	B	1	3,678.00	H	
IBM	1814	7VA		00131751K		DS4200 EXPRESS MODEL 7V	1	B	1	3,678.00	H	
IBM	1814	7VA		00133589M		DS4200 EXPRESS MODEL 7V	1	B	1	3,678.00	H	
IBM	2104	DU3		0000DBAD4		EXPANDABLE STORAGE PLUS	1	A	1	849.60	EH	12/31/2012
IBM	3584	L32		000011655		ULTRASCALABLE TAPE LIBRARY	1	A	1	12,623.04	H	
IBM	7014	T42		0000728AF		RS/6000 SYSTEM RACK	1	A	1	334.32	H	
IBM	7026	6H1		0000672AF		7026 6H1 P SERIES 660 MODEL 6H1	1	A	1	2,782.08	H	
IBM	7945	AC1		00KQHDDFC		SYSTEM X3650 M3	1	B	1	675.00	H	
IBM	7945	AC1		00KQXKGML		SYSTEM X3650 M3	1	B	1	675.00	H	
IBM	7945	AC1		00KQYARAZ		SYSTEM X3650 M3	1	B	1	675.00	H	
IBM	7978	MC1		00KQLDZ72		SYSTEM X3550 SERVER	1	B	1	500.00	H	

See Legend for Details

IBM Schedule for ServiceElite

Maintenance Machine List

--Eligible Machine Description-- A Machine is only considered "Eligible" if it is operational and in conformance with its official published specifications on the contract start date.

Mfg	Type	Mod/ Feat	Add/ Rem	Order/ Serial Number	Related Order/ Serial Number	Product Description	Qty	Type of Svc	Main/ Svc	Charges ¹	Charges Start ²	Charges Stop ³
IBM	7979	71U		0099P8312		XSER3650 3.0GHZ 4MB 1G 0HD	1	B	1	675.00	H	
IBM	7979	71U		00KDKWNBH		XSER3650 3.0GHZ 4MB 1G 0HD	1	B	1	675.00	H	
IBM	7979	71U		00KDKWNCB		XSER3650 3.0GHZ 4MB 1G 0HD	1	B	1	675.00	H	
IBM	7979	71U		00KDKWNGT		XSER3650 3.0GHZ 4MB 1G 0HD	1	B	1	675.00	H	
IBM	7979	71U		00KDKWNMA		XSER3650 3.0GHZ 4MB 1G 0HD	1	B	1	675.00	H	
IBM	7979	71U		00KDKWNXH		XSER3650 3.0GHZ 4MB 1G 0HD	1	B	1	675.00	H	
IBM	7979	71U		00KDKWPKM		XSER3650 3.0GHZ 4MB 1G 0HD	1	B	1	675.00	H	
IBM	7979	AC1		00KQADCPX		SYSTEM X3650	1	B	1	675.00	H	
IBM	7979	71U		00KQMKYC9		XSER3650 3.0GHZ 4MB 1G 0HD	1	B	1	675.00	H	
IBM	7979	71U		00KQWCY28		XSER3650 3.0GHZ 4MB 1G 0HD	1	B	1	675.00	H	
IBM	7979	AC1		00KQXCZC9		SYSTEM X3650	1	B	1	675.00	H	
IBM	7979	7AU		00KQYBGN7		XSER3650 3.0GHZ 4MB 1G 0HD	1	B	1	675.00	H	
IBM	7979	7AU		00KQYBGT1		XSER3650 3.0GHZ 4MB 1G 0HD	1	B	1	675.00	H	
IBM	7979	AC1		00KQYCVZ2		SYSTEM X3650	1	B	1	675.00	H	
IBM	7979	AC1		00KQYDAD5		SYSTEM X3650	1	B	1	675.00	H	
IBM	7984	AC1		00KQYDZM6		IBM SYSTEM X3455	1	B	1	525.00	H	
IBM	8654	51Y		0078TN263		XSER330 1.0G 256 256/0HD S	1	A	1	333.33	H	
IBM	8654	51Y		0078TN748		XSER330 1.0G 256 256/0HD S	1	A	1	333.33	H	
IBM	8670	K1X		00KPMCZL9		XSER345 2.67G 512 512/0HDD S	1	B	1	675.00	H	
IBM	8670	K1X		00KPMCZM0		XSER345 2.67G 512 512/0HDD S	1	B	1	675.00	H	
IBM	8670	K1X		00KPMCZN2		XSER345 2.67G 512 512/0HDD S	1	B	1	675.00	H	
IBM	8670	K1X		00KPMDCX5		XSER345 2.67G 512 512/0HDD S	1	B	1	675.00	H	
IBM	8676	M1X		00KPPCRG1		XSER335 3.06G 512 512/0HDD S	1	B	1	500.00	H	
IBM	8676	M1X		00KPPCRH2		XSER335 3.06G 512 512/0HDD S	1	B	1	500.00	H	
IBM	8676	M1X		00KPPCRN6		XSER335 3.06G 512 512/0HDD S	1	B	1	500.00	H	
IBM	8686	8RX		00KPPAPM3		XSER360 2X1.9G 1MB 2GB/0HD S	1	A	1	559.99	H	
IBM	8837	11U		00KPZWR99		XSER336 3.0G 1MB 1GB/0HD3.5 S	1	B	1	500.00	H	
IBM	8837	11U		00KPZWT02		XSER336 3.0G 1MB 1GB/0HD3.5 S	1	B	1	500.00	H	
IBM	8837	11U		00KPZWT05		XSER336 3.0G 1MB 1GB/0HD3.5 S	1	B	1	500.00	H	
IBM	8837	11U		00KPZWT16		XSER336 3.0G 1MB 1GB/0HD3.5 S	1	B	1	500.00	H	
IBM	8837	11U		00KPZWT21		XSER336 3.0G 1MB 1GB/0HD3.5 S	1	B	1	500.00	H	

See Legend for Details

IBM Schedule for ServiceElite

Maintenance Machine List

--Eligible Machine Description-- A Machine is only considered "Eligible" if it is operational and in conformance with its official published specifications on the contract start date.

Mfg	Type	Mod/ Feat	Add/ Rem	Order/ Serial Number	Related Order/ Serial Number	Product Description	Qty	Type of Svc	Main/ Svc	Charges ¹	Charges Start ²	Charges Stop ³
IBM	8837	25U		00KQAZC0H		XSER336 3.2G 2MB 1GB/0HDD S	1	A	1	333.33	H	
IBM	8837	25U		00KQAZC5M		XSER336 3.2G 2MB 1GB/0HDD S	1	A	1	333.33	H	
IBM	8837	25U		00KQAZD1V		XSER336 3.2G 2MB 1GB/0HDD S	1	A	1	333.33	H	
IBM	8837	E1U		00KQNWG8R		XSER336 3.0G 2MB 2GB/0HDD S	1	B	1	500.00	H	
IBM	8837	E1U		00KQNWG8T		XSER336 3.0G 2MB 2GB/0HDD S	1	B	1	500.00	H	
IBM	8837	E1U		00KQNWK7M		XSER336 3.0G 2MB 2GB/0HDD S	1	B	1	500.00	H	
IBM	8840	45U		00KQBPY1K		XSER346 3.6G 2MB 1GB/0HDD	1	A	1	450.00	H	
IBM	8863	E5U		00KQCMZ1G		XSER366 2X3.6GHZ 1MB 2GB 0HD	1	A	1	514.66	H	
IBM	8863	E5U		00KQCYR0Z		XSER366 2X3.6GHZ 1MB 2GB 0HD	1	A	1	514.66	H	
IBM	8864	AC1		0099A8951		IBM SYSTEM X3850	1	B	1	840.00	H	
IBM	9511	AG4		0055FA193		T540 15.0INLCD 15.0V BLK MPR	1	A	1	130.00	H	
IBM	9511	AG4		0055FA196		T540 15.0INLCD 15.0V BLK MPR	1	A	1	130.00	H	
IBM	9511	AG4		0055FA197		T540 15.0INLCD 15.0V BLK MPR	1	A	1	130.00	H	
IBM	9511	AG4		0055FC096		T540 15.0INLCD 15.0V BLK MPR	1	A	1	130.00	H	
IBM	1812	81A		00136608T		DS4000 EXP810 EXPANSION UNIT	1	B	1	2,000.00	H	
IBM	1814	70A		00138595N		DS4700 EXPRESS MODEL 70	1	B	1	3,678.00	H	
IBM	2861	001		000012248		EXN1000 SATA EXPANSION UNIT	1	A	1	3,204.00	H	
IBM	1812	81A		00136944Y		DS4000 EXP810 EXPANSION UNIT	1	B	1	2,000.00	H	
IBM	1812	81A		00136945A		DS4000 EXP810 EXPANSION UNIT	1	B	1	2,000.00	H	
IBM	2101	N00		00001027W		STORAGE SOLUTIONS RACK	1	B	1	444.00	H	
IBM	2861	001		000009113		EXN1000 SATA EXPANSION UNIT	1	A	1	3,204.00	H	
IBM	2861	001		000009114		EXN1000 SATA EXPANSION UNIT	1	A	1	3,204.00	H	
IBM	2861	001		000009115		EXN1000 SATA EXPANSION UNIT	1	A	1	3,204.00	H	
IBM	2861	001		000009116		EXN1000 SATA EXPANSION UNIT	1	A	1	3,204.00	H	
IBM	2861	001		000009117		EXN1000 SATA EXPANSION UNIT	1	A	1	3,204.00	H	
IBM	2861	001		000011399		EXN1000 SATA EXPANSION UNIT	1	A	1	3,204.00	H	
IBM	2861	001		000011400		EXN1000 SATA EXPANSION UNIT	1	A	1	3,204.00	H	
IBM	2861	001		000011401		EXN1000 SATA EXPANSION UNIT	1	A	1	3,204.00	H	
IBM	2868	A20		000000199		N5600 MODEL A20	1	A	1	16,920.00	H	
IBM	3584	D53		000042452		TS3500 EXPANSION FRAME	1	B	1	888.00	H	
IBM	3588	F4A		000060296		TS1040 ULTRIUM 4 TAPE DRIVE	1	B	1	2,244.00	H	

See Legend for Details

IBM Schedule for ServiceElite

Maintenance Machine List

--Eligible Machine Description-- A Machine is only considered "Eligible" if it is operational and in conformance with its official published specifications on the contract start date.

Mfg	Type	Mod/ Feat	Add/ Rem	Order/ Serial Number	Related Order/ Serial Number	Product Description	Qty	Type of Svc ²	Maint Svc ³	Charges ¹	Charges Start ⁴	Charges Stop ⁵
IBM	3588	F4A		000060307		TS1040 ULTRIUM 4 TAPE DRIVE	1	B	1	2,244.00 H		
IBM	3588	F4A		000085560		TS1040 ULTRIUM 4 TAPE DRIVE	1	B	1	2,244.00 H		
IBM	3588	F4A		000085571		TS1040 ULTRIUM 4 TAPE DRIVE	1	B	1	2,244.00 H		
IBM	7998	60X		0010192CA		7998 60X JS12 EXPRESS	1	B	1	315.00 H		
IBM	7998	60X		0010192DA		7998 60X JS12 EXPRESS	1	B	1	315.00 H		
IBM	7998	60X		0010192EA		7998 60X JS12 EXPRESS	1	B	1	315.00 H		
Subtotal Without MES										121,035.00		
Subtotal With MES										121,035.00		
Total Charge Period Charges for Maintenance Machine List Without MES										\$139,305.08		
Total Charge Period Charges for Maintenance Machine List With MES										\$139,305.08		

See Legend for Details

IBM Schedule for ServiceElite

Legends:

¹Charge adjustments related to inventory and Service changes will be accumulated and invoiced with your next standard invoicing cycle (may be sooner for annual or semiannual payment plans)

²TYPE OF SERVICE

- A) On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, next business day
- B) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day.
- C) On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, 4 hour response objective
This type of repair Service includes a response objective and is not a guarantee.
- D) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day, 2 hour response objective.
This type of repair Service includes a response objective and is not a guarantee.
- X) EasyServe (remotely delivered services)

³MAINTENANCE SERVICES

- 1) Maintenance of IBM Machines
- 2) Maintenance of Non-IBM Machines
- 3) Warranty Service Upgrade
- 4) Maintenance of Non-IBM Machines - Cisco Products
- 5) Maintenance of IBM Machines - Enhanced Service Response
- 6) Service for Machines Withdrawn from IBM Maintenance
- 7) Non-IBM Service for Machines Withdrawn from IBM Maintenance
- 8) Maintenance of IBM Machines (Labor Only)
- 9) Non-IBM Memory Exchange
- 10) Enhanced Parts Inventory
- 11) Spare Machine
- 12) Key Operator Support
- 13) Maintenance of non-IBM Machines during the Manufacturer's Warranty Period
- 16) IBM Maintenance Services - First Line Maintenance for Wincor Nixdorf ATMs
- 17) IBM Maintenance Services - Applications Maintenance Services for Wincor Nixdorf ATMs
- 18) Post Installation Coverage (PIC) Service Upgrade, for selected Non-IBM Machines

⁴Charges shown are for the Charge Period

- A (C) indicates a Machine that will have usage charges billed separately.
- An (E) indicates a Machine that has been announced as withdrawn from generally available Maintenance Service.
- An (F) indicates an assumptive Product included in the total Charge Period Price that has a manually inserted serial number and configuration provided by the customer.
- An (H) identifies a Machine on an existing ServiceElite/ServiceSuite/ ServiceElect CHIS contract with duplicate Maintenance Services coverage.
- A (K) indicates assumptive Products included in the total Charge Period Price that are based on the customer provided configuration.
- An (M) indicates a Miscellaneous Equipment Specification (MES) on order is not installed and applicable pricing not included.
- An (N) indicates that the Product is a non-GSA Schedule item .
- An (O) indicates a one time charge.
- A (P) indicates a Machine or Service with coverage on a non-CHIS contract.
- An (R) indicates the usage charge rate (feet, hours, or impressions) for a Machine under a usage plan.
- An (S) indicates a manual order installation date change.
- A (U) indicates usage charges which are measured in either feet, hours, or impressions.
- A (W) indicates a Machine under warranty.
- An (X) indicates On-order Products which are shown for planning purposes only.
- A (Y) indicates On-order MES Products which are shown for planning purposes only. These charges are included in the related Machine.

⁵Charges Start/Stop dates shown are those that differ from the Contract Period Start/End Dates

IBM Schedule for ServiceElite

This Schedule contains a listing of the Eligible Machines at the Specified Locations identified below for which IBM will provide the identified Services as described in the referenced Master Services Attachment and any referenced Statements of Work and Change Authorizations. The complete agreement between us about these Services consists of 1) this Schedule 2) the referenced Master Services Attachment and any referenced Statements of Work and Change Authorizations, and 3) the IBM Customer Agreement (or any equivalent agreement in effect between us).

Name and Address of Customer:

CITY OF BEVERLY HILLS

Customer Billing Address:

CITY OF BEVERLY HILLS
IT DEPT
455 N REXFORD DR
BEVERLY HILLS CA 90210-4817

Master Services Attachment Number: MAG30KN
Statement of Work Number: A05QHL
Change Authorization Number:
Customer Number: 01782976

Schedule Number: A05QHL
Revised Schedule: No
Schedule Effective Date: 05/23/2012
Proposal Reference Date: 08/01/2012

Transaction Contract Period:
Start Date: 08/01/2012
End Date: 07/31/2013
Renewal Contract Period: 1 Year(s)

Charge Period Charges / Payment Plan (Inclusive of MES):

WSU One Time Charges: 0.00
SWMA ALF One Time Charges: 0.00
MMS for CISCO HW One Time Charges: 0.00
MMS for CISCO SW One Time Charges: 0.00
MMS for Nortel One Time Charges: 0.00
One Time Charges: 0.00

Maintenance Charges: 0.00
Service Charges: 1,796.00
TOTAL CHARGE PERIOD CHARGES: 1,796.00
Annually

Charge Period:
Start Date: 08/01/2012
End Date: 07/31/2013

¹Accumulated Adjustment Invoicing option: N

Automatic Inventory Increase Option Applies:
Machine Maintenance Services Option #1: N
Software Services Option #2: N
Price Protection Option: Opt#1 Annual Price Protection
Pricing Method: Line Item

* Charges are based on the current inventory and services identified in this Schedule. Actual charges may vary with any additions, deletions, or changes to the inventory or services. Any applicable taxes are not included in the charge amounts herein but will be added to your invoice.

For a Machine subject to usage charges, in addition to the Service charge identified herein, you will be separately billed for usage in accordance with applicable usage rates and billing cycles.

The Parties need not sign this Schedule, unless either of us requests it.

Agreed to:

By: _____
Name (type or print): David Schirmer
Date: _____

David Schirmer
Authorized signature

Agreed to:

International Business Machines Corporation
By: _____
Name (type or print): Dwain Bitter
Date: 5/25/12

Dwain Bitter
Authorized signature

IBM Schedule for ServiceElite

Enterprise Total for Charge Period by Customer Number Inclusive of MES:

Customer No.	Customer Name	Customer Location	Charges ¹
01782976	CITY OF BEVERLY HILLS	455 N REXFORD DR, IT DEPT, BEVERLY HILLS CA 90210-4817	1,796.00
Total			1,796.00

Note: One Time Charges are not included in the Total

IBM Schedule for ServiceElite

Services List

Customer Technical Contact Name (if applicable):
 Customer Primary Technical Contact name :
 Customer Primary Technical Contact phone number :

-----Eligible Machine Description-----

Type	Model	Serial/Order Number	Support Service	Product Group/Service Option	Qty	Charges ¹	Services Start	Charges Start	Charges Stop
			Specified Location: 01782976	City, State: BEVERLY HILLS CA 90210-4817					
			SWMA FOR AIX	SUPPORT SUBSCRIPTION E5 PRIME SHIFT	1	898.00			
7026	6H1	0000672AF	SWMA FOR AIX	SUBSCRIPTION SUPPORT E5 PRIME SHIFT	1	898.00			
7026	6H1	00006753F			1				
Subtotal						1,796.00			
Total Charge Period Charges for Services List						\$ 1,796.00			

**Note: One Time Charges are not included in these totals.
 See Legend for Details**

IBM Schedule for ServiceElite

Legends:

¹Charge adjustments related to inventory and Service changes will be accumulated and invoiced with your next standard invoicing cycle (may be sooner for annual or semiannual payment plans)

²TYPE OF SERVICE

- A) On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, next business day
- B) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day.
- C) On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, 4 hour response objective
This type of repair Service includes a response objective and is not a guarantee.
- D) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day, 2 hour response objective.
This type of repair Service includes a response objective and is not a guarantee.
- X) EasyServe (remotely delivered services)

³MAINTENANCE SERVICES

- 1) Maintenance of IBM Machines
- 2) Maintenance of Non-IBM Machines
- 3) Warranty Service Upgrade
- 4) Maintenance of Non-IBM Machines - Cisco Products
- 5) Maintenance of IBM Machines - Enhanced Service Response
- 6) Service for Machines Withdrawn from IBM Maintenance
- 7) Non-IBM Service for Machines Withdrawn from IBM Maintenance
- 8) Maintenance of IBM Machines (Labor Only)
- 9) Non-IBM Memory Exchange
- 10) Enhanced Parts Inventory
- 11) Spare Machine
- 12) Key Operator Support
- 13) Maintenance of non-IBM Machines during the Manufacturer's Warranty Period
- 16) IBM Maintenance Services - First Line Maintenance for Wincor Nixdorf ATMs
- 17) IBM Maintenance Services - Applications Maintenance Services for Wincor Nixdorf ATMs
- 18) Post Installation Coverage (PIC) Service Upgrade, for selected Non-IBM Machines

⁴Charges shown are for the Charge Period

- A (C) indicates a Machine that will have usage charges billed separately.
- An (E) indicates a Machine that has been announced as withdrawn from generally available Maintenance Service.
- An (F) indicates an assumptive Product included in the total Charge Period Price that has a manually inserted serial number and configuration provided by the customer.
- An (H) identifies a Machine on an existing ServiceElite/ServiceSuite/ ServiceElect CHIS contract with duplicate Maintenance Services coverage.
- A (K) indicates assumptive Products included in the total Charge Period Price that are based on the customer provided configuration.
- An (M) indicates a Miscellaneous Equipment Specification (MES) on order is not installed and applicable pricing not included.
- An (N) indicates that the Product is a non-GSA Schedule item .
- An (O) indicates a one time charge.
- A (P) indicates a Machine or Service with coverage on a non-CHIS contract.
- An (R) indicates the usage charge rate (feet, hours, or impressions) for a Machine under a usage plan.
- An (S) indicates a manual order installation date change.
- A (U) indicates usage charges which are measured in either feet, hours, or impressions.
- A (W) indicates a Machine under warranty.
- An (X) indicates On-order Products which are shown for planning purposes only.
- A (Y) indicates On-order MES Products which are shown for planning purposes only. These charges are included in the related Machine.

⁵Charges Start/Stop dates shown are those that differ from the Contract Period Start/End Dates

International Business Machines Corporation

International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600



IBM Software Quotation

Attn: Mark Hobson
City of Beverly Hills (Information
Technology)
455 N Rexford Drive
BEVERLY HILLS CA 90210
UNITED STATES

12-Apr-2012

Passport Advantage Agreement Number:
IBM Customer Number: 1784408
Relationship SVP Level:

Passport Advantage Site Number: 3039908
Quotation SVP Level: BL

Dear Customer:

Thank you for your inquiry regarding IBM Software.

Any and all prices herein are suggested prices only and are subject to change at IBM's sole discretion. Products listed herein are subject to withdrawal or modification by IBM at any time at IBM's sole discretion. Final coverage dates for new license, Software Subscription and Support reinstatement, and Software Subscription and Support renewal part numbers will be based upon IBM's acceptance of the order, and as specified in the applicable agreements, irrespective of the dates which may appear in this quote.

This quotation is valid from 12-Apr-2012 and will expire on 25-Jul-2012.

Your order will be governed by and is subject to the terms of your Passport Advantage Agreement or the Passport Advantage Express Agreement, as applicable, against which this transaction will be placed.

If you need assistance with placing your order or wish to discuss your quotation, please contact the IBM Representative noted below.

Yours sincerely,

Kenneth M. Robinson
Phone Number: 1-720-349-0218
Fax Number: 1-845-491-7348
E-mail Address: kenneth.robinson@us.ibm.com



Migration to Passport Advantage Quote

Quotation Number: 15770082
 IBM Contact: Kenneth M. Robinson
 Phone Number: 1-720-349-0218

Quote Effective Date: 12-Apr-2012
 Quote Expiration Date: 25-Jul-2012

Passport Advantage Site Number: 3039908
 Quotation SVP Level: BL

Customer:
 Attn: Mark Hobson
 City of Beverly Hills (Information
 Technology)
 455 N Rexford Drive
 BEVERLY HILLS CA 90210
 UNITED STATES

Payer: 3039908
 City of Beverly Hills (Information
 Technology)
 455 N Rexford Drive
 BEVERLY HILLS CA 90210
 UNITED STATES

Item	Part Number	Quantity	Points	Unit SVP Price	Discounted Price	Extended Amount
IBM Cognos Impromptu Administrator Authorized User Annual SW Subscription & Support Renewal						
001	E063PLL	1	1.27	286.00	126.04	126.04
01-Aug-2012 - 31-Jul-2013						
Applicable tax will be recalculated at the time of order processing.						
Total Points: 1.27						Subtotal in USD: 126.04
Total in USD: 126.04						126.04
Your order is governed by and subject to the terms of your Passport Advantage Agreement or the Passport Advantage Express Agreement, as applicable, against which this transaction will be placed.						

Useful/Important Web resources:

Passport Advantage information, customer secure site access, training, etc.: ibm.com/software/passportadvantage
 IBM's International Program License Agreement and product License Information documents: ibm.com/software/sla
 IBM Software Support Web site: ibm.com/software/support

International Business Machines Corporation

International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600



Quotation Number: 15769960
 IBM Contact: Kenneth M. Robinson
 Phone Number: 1-720-349-0218

12-Apr-2012

SAP Customer Number: 3039908
 IBM Customer Number: 1784408

Quote Effective Date: 12-Apr-2012
 Quote Expiration Date: 30-Jun-2012

Customer:

Attn: Mark Hobson
 City of Beverly Hills (Information
 Technology)
 455 N Rexford Drive
 BEVERLY HILLS CA 90210
 UNITED STATES

Payer: 3039908

City of Beverly Hills (Information
 Technology)
 455 N Rexford Drive
 BEVERLY HILLS CA 90210
 UNITED STATES

Item	Part Number	Quantity		Unit Price	Extended Amount
COGNOS IMPROMPTU WEB REPORTS LEGACY USER ANNUAL SW S&S RNWL					
001	E06B9LL	30		37.87	1,136.10
01-Aug-2012 - 31-Jul-2013					
COGNOS IMPROMPTU WEB REPORTS LEGACY PROC ANNUAL SW S&S RNWL					
002	E06BALL	2		5,018.72	10,037.44
01-Aug-2012 - 31-Jul-2013					
Applicable tax will be recalculated at the time of order processing.					
Subtotal in USD:					11,173.54
Total in USD:					11,173.54

Final coverage dates for new license, Software Subscription and Support reinstatement, and Software Subscription and Support renewal part numbers will be based upon IBM's acceptance of the order, and as specified in the applicable agreements, irrespective of the dates which may appear in this quote.



Quotation Terms and Conditions

1. The prices listed above are based on the Program(s) being licensed under the terms of the IBM International Program License Agreement ("IPLA") and the License Information ("LI") that can be viewed at <http://www-306.ibm.com/software/sla/slabd.nsf/> and are included with the shipment of the Program, or for electronic delivery included with the product download instructions. Software Subscription and Support (Software Maintenance) is governed by the IBM International Agreement for the Acquisition of Software Subscription and Support ("IAASSS"), which is available upon request. This quotation is expressly conditional on acceptance of such terms. No additional terms will apply without IBM's prior, express written consent.
2. More detailed information about Support can be found in the IBM Software Support Guide, located at <http://techsupport.services.ibm.com/guides/handbook.html>.
3. Price quoted does not include any VAT/GST/sales tax. Applicable sales tax/VAT/GST will be added upon invoicing. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Programs and/or Software Subscription and Support, then the End User agrees to pay the amount specified or supply exemption documentation. The End User is responsible for any personal property taxes for the Programs, and/or Software Subscription and Support from the delivery date.*
4. Changes to the terms of this Quote or the documents referred to herein shall not be valid unless agreed in writing by the End User and IBM. Additional or different terms in any order or written communication from the End User will be void. Please submit your Purchase Order or sign this quotation form to confirm your acceptance of these terms.**
5. Prices set forth in this Quote are valid only through the "Quote Expires" date above. Any discounts offered herein are subject to change if item(s) or quantity ordered do not match those listed in this Quote.
6. Net Payment of the Total Fees is due upon receipt of invoice from IBM. ***
7. Shipping is FOB Origin.
8. You acknowledge and agree that this transaction is to be conducted in the language of this quote, and agree that the terms of the agreement (including this form and the IPLA, LI and IAASSS) as written are valid and enforceable. ***
9. IBM shall have the right to verify your compliance with the license terms on your premises during your normal business hours and in a manner that minimizes disruption to your business. IBM may use an independent auditor for this with your prior approval, which you will not unreasonably withhold. If you are a Business Partner you will procure that IBM has the right to verify the End User's compliance with the license terms in accordance with this paragraph.
10. Unless otherwise agreed, IBM may make partial shipment of Programs making up one order.
11. This quotation is conditional on satisfactory credit checks being performed and a sufficient credit limit being in place at the time of placing the purchase order ("PO"). In the absence of this, IBM reserves the right to reject the PO, to require up-front payment or require that a satisfactory payment guarantee be put in place prior to processing the PO.
12. This Quote, and the documents referenced herein, including but not limited to the IPLA, LI and IAASSS in Item 1 above, constitute the entire agreement between the parties (and where relevant the End User) in connection with the subject matter includes, and supersedes, merges and voids all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect thereto.

* For Customers in Brunei, Indonesia, Philippines, Vietnam, Malaysia, Thailand, Hong Kong, Taiwan, or Macau Item 3 is replaced as follows:

3. Price quoted does not include any VAT/GST/sales tax or other local tax. Applicable sales or local tax/VAT/GST will be added upon invoicing. Should you be required under any law or regulation of any government entity or authority, domestic or foreign, to withhold or deduct any portion of the payments due to IBM, then the sum payable to IBM shall be increased by the amount necessary to yield to IBM an amount equal to the sum it would have received had no withholdings or deductions been made. The End User is responsible for any personal property taxes for the Programs, and/or Software Maintenance from the



delivery date.

* For Customers in Europe, Middle East or Africa Item 3 is replaced as follows:

3. Price quoted does not include any VAT/GST/sales tax. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Programs and/or Software Subscription and Support, then you agree to pay the amount specified on the invoice or supply exemption documentation. The end user of the Programs ("End User") is responsible for any personal property taxes for the Programs, and/or Software Subscription and Support from the delivery date.

* For Customers in Australia Item 3 is replaced as follows:

3. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Programs and/or Software Subscription and Support, then the End User agrees to pay the amount specified or supply exemption documentation. The End User is responsible for any personal property taxes for the Programs, and/or Software Subscription and Support from the delivery date. If the rate of GST or other indirect taxes changes, IBM may adjust the charge or other payable to take into account that change from the date the change becomes effective.

* For Customers in Japan Item 3 is replaced as follows:

3. Price quoted does not include any consumption tax. Applicable consumption tax will be added upon invoicing. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Programs and/or Software Subscription and Support, then the End User agrees to pay the amount specified or supply exemption documentation. The End User is responsible for any personal property taxes for the Programs, and/or Software Subscription and Support from the delivery date.

** For Customers in Europe, Middle East or Africa Item 4 is replaced as follows:

4. Changes to the terms of this Quote or the documents referred to herein shall not be valid unless agreed in writing by the End User and IBM. Additional or different terms in any order or written communication from the End User will be void. Please submit your Purchase Order to confirm your acceptance of these terms.

*** For Business Partner Item 6 is replaced as follows:

6. Net payment due upon receipt or per your Partner Agreement

*** For Business Partner Item 8 add the following:

Added to 8. Prior to providing any Program(s) to the End user, you will ensure that the terms of each end-user license agreement satisfies the requirements of your Partner Agreement.

For customers in the following countries, please sign below for your acceptance of this quote and return with your order.

Afghanistan, Albania, Algeria, Andorra, Angola, Bahrain, Belgium, Benin, Botswana, Bulgaria, Burkina Faso, Burundi, Cameroon, Caper Verde, Central African republic, Chad, The Democratic Republic of Congo, Cote D'Ivoire, Czech Republic, Djibouti, Egypt, Equatorial Guinea, Eritrea, Ethiopia, France, French Guiana, French Polynesia, Gabon, Gambia, Ghana, Guinea, Guinea-Bissau, Iran, Iraq, Italy, Japan, Jordan, Kenya, Kuwait, Lesotho, Liberia, Libya, Macedonia, Malawi, Mali, Malta, Mauritania, Morocco, Mozambique, Namibia, Netherlands, Niger, Nigeria, Oman, Pakistan, Palestinian Territory, Poland, Qatar, Rwanda, San Marino, Sudan, Swaziland, Syria, United Republic of Tanzania, Togo, Tunisia, Turkey, Uganda, United Arab Emirates, Western Sahara, Yemen, Zambia, and Zimbabwe.

For customers in the following countries, please sign below for your acceptance of this quote and return with your order. An IBM delegate will need to countersign.



Argentina, Belize, Bolivia, Bosnia and Herzegovina, Brazil, Chile, China, Colombia, Costa Rica, Croatia, Cuba, Dominican Republic, Ecuador, El Salvador, Guam, Guatemala, Haiti, Honduras, Hungary, Luxembourg, Marshall Islands, Mexico, Federated States of Micronesia, Nicaragua, Northern Mariana Islands, Palau, Panama, Paraguay, Peru, Puerto Rico, Romania, Serbia and Montenegro, Turkmenistan, Uruguay, and Venezuela.

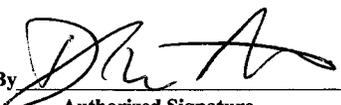
Agreed to:
'Customer'

By 
Authorized Signature

Name (type or print): David Schirmer

Date:

Agreed to:
Local International Business Machines Delegate

By 
Authorized Signature

Name (type or print): Durin Bitter

Date: 5/12/25

International Business Machines Corporation

International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600



IBM Software Subscription and Support Renewal Quote

Note: If you will be placing your renewal order with an authorized Business Partner, please provide your partner with a copy of this Software Subscription and Support Renewal Quote to obtain final pricing and for fulfillment.

Renewal Contact
 Attn: Nicole McClinton
 CA City of Beverly Hills
 455 North Rexford Drive
 BEVERLY HILLS CA 90210
 UNITED STATES

Passport Advantage Contact
 Attn: Mark Hobson
 CA City of Beverly Hills
 455 North Rexford Drive
 BEVERLY HILLS CA 90210
 UNITED STATES

Technical Contact
 Attn: David Schirmer
 CA City of Beverly Hills
 455 North Rexford Drive
 BEVERLY HILLS CA 90210
 UNITED STATES

Passport Advantage Customer Information

IBM Renewal Contact Information

Quotation Number: 26268361
 Passport Advantage Agreement Number: 130144
 Passport Advantage Site Number: 7199797
 IBM Customer Number: 0985895
 Anniversary Date: 01-Aug-2012
 Relationship SVP Level: GV
 Quotation SVP Level: GV

IBM Renewal Representative: Darren Libman
 Phone Number: 1-888-771-7705 x333487
 eMail Address: dlibman@ca.ibm.com

Product Information

Item No.	Part Number	Quantity	Total Points	Coverage Starts	Coverage Ends	Months	Unit SVP Price	Extended SVP Amount
IBM Rational Application Developer for WebSphere Software Authorized User Annual SW Subscription & Support Renewal								
001	E01MJLL	1	4.32	01-Aug-2012	31-Jul-2013	12	802.40	802.40
IBM DB2 Enterprise Server Edition Processor Value Unit (PVU) Annual SW Subscription & Support Renewal								
002	E020CLL	260	101.40	01-Aug-2012	31-Jul-2013	12	68.85	17,901.00
IBM WebSphere Application Server Network Deployment Processor Value Unit (PVU) Annual SW Subscription & Support Renewal 12 Months								
003	E025SLL	300	51.00	01-Aug-2012	31-Jul-2013	12	31.24	9,372.00
IBM Tivoli Storage Manager Extended Edition 10 Processor Value Units (PVUs) Annual SW Subscription & Support Renewal								
004	E029ELL	600	42.00	01-Aug-2012	31-Jul-2013	12	12.07	7,242.00
IBM Tivoli Storage Manager 10 Processor Value Units (PVUs) Annual SW Subscription & Support Renewal								
005	E029KLL	10	0.40	01-Aug-2012	31-Jul-2013	12	6.72	67.20

International Business Machines Corporation

International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600



Item No.	Part Number	Quantity	Total Points	Coverage Starts	Coverage Ends	Months	Unit SVP Price	Extended SVP Amount
IBM Tivoli Storage Manager for Mail 10 Processor Value Units (PVUs) Annual SW Subscription & Support Renewal								
006	E02B6LL	80	10.40	01-Aug-2012	31-Jul-2013	12	23.38	1,870.40
IBM Integration Designer per Authorized User Annual SW Subscription & Support Renewal								
007	E0BRLLL	1	3.80	01-Aug-2012	31-Jul-2013	12	705.50	705.50
Total Points & SVP Amount (USD)			213.32					37,960.50

Pricing not inclusive of applicable sales taxes.

International Business Machines Corporation

International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600



We recommend that you renew IBM Software Subscription and Support coverage for **all** licenses, in order to provide you with technical support access to the most up-to-date software versions or releases, and to simplify license management and tracking.

Please follow the steps below to renew your IBM Software Subscription and Support.

1. Review your IBM Software Subscription and Support renewal quote and IBM Software Subscription and Support Renewal Quote Information Details. If you have questions, please contact either an authorized IBM Business Partner or your IBM renewal representative referenced above.

2. Choose one of the following options to renew before your anniversary date:
 - Contact an authorized IBM Business Partner for final pricing and fulfillment
 - Contact me at 1-888-771-7705 x333487 or dlibman@ca.ibm.com
 - Sign in to <https://www.ibm.com/software/howtobuy/passportadvantage/paocustomer/eorder/eRenewal?rquotenum=0026268361> and renew.

3. If you do not renew your IBM Software Subscription and Support by 08/01/2012, it will expire. If at a later date, you wish to reinstate your IBM Software Subscription and Support, you may do so, however, the cost of reinstatement will be as much as three times greater than your annual renewal rate.

Note:

Your renewal order will be governed by and is subject to the terms of your IBM International Passport Advantage Agreement or the IBM International Passport Advantage Express Agreement, as applicable, against which this transaction will be placed.

A SERVICES PROPOSAL FOR

City of Beverly Hills

to provide:

Hourly Technical Consulting Services

April 13, 2012

submitted by

IBM

600 Anton Boulevard

Costa Mesa, CA 92626

Service dates

July 1, 2012 – June 30, 2013

Executive Summary

IBM Global Services is pleased to present this Statement of Work for hourly consulting assistance at City of Beverly Hills (City).

Based on the successful deployment of IBM xSeries and pSeries Systems and Storage Area Management (SAN), along with Tivoli Storage Manager (TSM), IBM shall now support changes and additional services for the City's fiscal year 2012 - 2013 with a pool of 200 consulting hours.

The benefits that City will gain from this proposal include:

- Easy access to consulting resources
- Rapid resource allocation based on specific needs
- If available, the IT Specialist that knows your account will be the first to assist with needed services.

Statement of Work

This Statement of Work defines the scope of work to be accomplished by IBM under the terms and conditions of the IBM Customer Agreement (*Agreement*) or equivalent. The tasks to be performed by IBM are defined and an Estimated Schedule is provided. In addition, the responsibilities of City of Beverly Hills (City) are listed.

The Statement of Work includes the following subsections:

- Scope of Services
- Key Assumptions
- IBM Responsibilities
- City of Beverly Hills Responsibilities
- Other Terms and Conditions
- Estimated Schedule
- Deliverable Materials
- Completion Criteria
- Charges

No cost changes to this Statement of Work will be processed in accordance with the procedure described in Appendix B, "Project Change Control Procedure". The investigation and the implementation of changes may result in modifications to the Estimated Schedule, Charges, or other terms of this Statement of Work. Any change to this Statement of Work that would exceed the amount in section 1.7 of this Statement of Work requires a new Statement of Work to be executed by IBM and City.

For purposes of this Statement of Work and any subsequent no cost changes to this Statement of Work, "project" shall be defined as any project management and technical services authorized by City to be performed by IBM, as described in Section 1.0, Scope of Services.

The following are incorporated in and made part of this Statement of Work:

- Appendix A, "Deliverable Guidelines"
- Appendix B, "Project Change Control Procedure"

1.0 Scope of Services

IBM will provide up to two hundred (200) hours of project management and technical consulting services to City through June 30, 2013 in the following areas:

- IBM xSeries and pSeries servers
- Storage Area Network (SAN)
- Tivoli Storage Manager (TSM)

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

1.1 Key Assumptions

This Statement of Work and IBM'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 Appendix B, "Project Change Control Procedure".

1. This Statement of Work addresses only City location at Beverly Hills, CA.
2. Some IBM activities on this project may be performed on IBM premises. The time spent on these contract-related IBM activities will be billable to City.
3. Some of the Services may be performed by an IBM subcontractor.

4. IBM will provide Services under this Statement of Work during normal business hours, 8:00 a.m. to 5:00 p.m. (local time) Monday through Friday, except IBM holidays, unless otherwise specified.

1.2 IBM Responsibilities

The specific Services to be provided by IBM under this Statement of Work are described in this section.

1.2.1 Project Management

Description: The objective of this task is to provide an individual ("IBM Project Manager") to provide direction to and control of IBM project personnel, and to establish a framework for project communications, reporting, procedural and contractual activity. The major sub tasks are:

1. Maintain project communications through the City 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 Statement of Work. 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 the City Project Manager.

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

Deliverables: Monthly Status Reports

1.2.2 Engagement Kickoff and Project Planning Meeting

Description: An engagement kickoff and project planning meeting between IBM and City will occur as soon as possible after a specific request from an authorized City representative. This meeting may be held via telephone conference call. The purpose of this meeting is to give the IBM team member(s) a high level understanding of City'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 kicked off.

Deliverable: None.

1.2.3 Document Findings and Recommendations for each Engagement

Description: IBM will summarize key findings and conclusions and provide recommendations to assist City in understanding how specific changes will impact the future of equipment and applications. These changes will be related to fine tuning the City'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 IBM has reported its findings to the City Project Manager.

Deliverable: Summary of Findings and Recommendations.

1.3 City of Beverly Hills Responsibilities

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

1.3.1 City of Beverly Hills Project Manager

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

The City Project Manager shall:

1. Serve as the interface between IBM and all City departments, organizations and sites participating in this project.
2. With the IBM Project Manager, develop the project plan prior to implementation for each engagement.
3. With the IBM 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 IBM's request, unless both IBM and City agree to an extended response time.
6. Help resolve project issues and escalate issues within City's organization, as necessary.

1.3.2 Office Space and Other Facilities

City shall:

1. Provide suitable office space, office supplies, furniture, telephone and other facilities equivalent to those provided to City employees for the IBM project team while working on City premises.
2. Provide necessary clerical and reproduction services for project staff while working on City 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 IBM 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, City may need to provide access to facilities outside of these hours.

1.4 Other Terms and Conditions

1. City is 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.
2. City agrees to allow IBM and its entities to store and use City contact information, including names, phone numbers, and e-mail addresses, anywhere IBM does business. Such information will be processed and used in connection with the IBM and City business relationship, and may be provided to contractors, Business Partners, and assignees of IBM and its entities for uses consistent with their collective business activities, including communicating with City (for example, for processing orders, for promotions, and for market research).
3. City will identify and make the interpretation of any applicable federal, state and local laws, regulations and statutes and ensure that deliverables of the project meet those requirements.
4. Required Approvals. Where agreement, approval, acceptance, or consent by either party is required by any provision of this Statement of Work 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.
5. Indemnification. IBM shall indemnify, hold harmless and defend City, City Council and each member thereof, and every officer, employee and agent of City (collectively "City"), while acting within the scope of their duties as such, from and against any and all claims, demands or causes of action of any kind or character (including reasonable attorney's

fees and any amounts paid in settlement agreed to by IBM) in an amount finally awarded by a court, to the extent resulting from violation of laws, rules or regulations, bodily injury, death, or damage to real and tangible personal property caused by IBM under this Statement of Work and the Agreement. The foregoing indemnity applies provided that City promptly notifies IBM in writing following receipt of notice of any such claim, suit or proceeding and shall give IBM such information and cooperation as is reasonable under the circumstances. IBM shall have the duty to keep City informed of the progress of each such matter but shall have sole authority to defend or settle the same at IBM's sole cost and expense.

6. Intellectual Property Indemnification. IBM shall indemnify, hold harmless and defend City, City Council and each member thereof, and every officer, employee and agent of City (collectively "City"), from and against any and all claims, demands or causes of action of any kind or character (including reasonable attorney's fees and any amounts paid in settlement agreed to by IBM) in an amount finally awarded by a court, resulting from, arising out of or in any way related to any claim that the Deliverables or Services, in part or in whole and solely to the extent caused by IBM pursuant to the terms of this Scope of Work and the Agreement, infringe any rights of any third party in or to any U.S. patent, trademark, copyright, service mark, trade name, trade secret or similar proprietary rights conferred by contract or by common law or by any law of the United States or any state therein. The foregoing indemnity applies provided City promptly notifies IBM in writing following its receipt of notice of any such claim, suit or proceeding and shall give IBM such information and cooperation as is reasonable under the circumstances. IBM shall have the duty to keep City informed of the progress of each such matter but shall have the sole authority to defend or settle the claim at IBM's sole cost and expense. IBM's obligation to indemnify City under this Section shall only apply if: (a) City has made all payments to IBM required by this Statement of Work and the Agreement and complied with all applicable provisions of this Section and the Agreement; and (b) the infringement alleged in any such claim, suit or proceeding does not result from any of the following: (i) any modification of the Deliverables provided under this SOW or the equipment and/or software specified in Section 1.0 of this Statement of Work by City, or use of the specified equipment and/or software in other than its specified operating environment;(ii) incorporation into the Deliverables or the specified equipment and/or software of anything City provides or IBM's compliance with any designs, specifications, or instructions provided by City or by a third-party on behalf of City; (iii) infringement by non-Consultant product(s) alone; or (iv) the combination, operation, or use of the Deliverables or the specified equipment and/or software with other Products not provided by IBM as part of the Deliverables provided under this SOW or the equipment and/or software specified in Section 1.0 of this Scope of Services, or the combination, operation, or use of the Deliverables or the specified equipment and/or software with any product, data, or apparatus that IBM did not provide.

7. Limitation of Liability. Circumstances may arise where, because of a default on IBM's part or other liability, City is entitled to recover damages from IBM. In each such instance, regardless of the basis on which City is entitled to claim damages from IBM (including fundamental breach, negligence, or other contract or tort claim), IBM is liable for no more than:
 - a) The payments referred to in subsection 6 above regarding Intellectual Property Indemnification;
 - b) Damages for bodily injury (including death) and damage to real property and tangible personal property; and
 - c) The amount of any other actual direct damages, up to the greater of \$100,000 or the compensation IBM received under this Statement of Work and the Agreement.

IBM shall not be liable for any of the following, even if informed of their possibility: (a) loss of, or damages to, records or data; (b) special, incidental, or indirect damages; (c) any economic consequential damages; or (d) lost profits, business, revenue, goodwill, or anticipated savings. The limitations set forth in this Section shall also apply to any of IBM's subcontractors and Program Developers and represent the maximum for which IBM and its subcontractors and Program developers are collectively responsible.

1.5 Estimated Schedule

Estimated Start Date = July 1, 2012

Estimated End Date = June 30, 2013

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

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

1.6 Deliverable Materials

The following items will be delivered to City under this Statement of Work. See Appendix A, "Deliverables Guidelines", for a description of each deliverable.

- Status Report
- Summary of Findings and Recommendations

1.7 Completion Criteria

IBM shall have fulfilled its obligations under this Statement of Work when any one of the following first occurs:

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

1.8 Charges

The charges for the Services described in this Statement of Work are estimated as follows:

IBM will provide the Services described in this Statement of Work for up to two hundred (200) hours at an hourly rate of \$230.00. The total estimated funding requirements for these tasks, are \$46,000 plus an estimated travel budget of \$6,750, is \$52,750. The hours authorized by City and specified here do not imply or commit a fixed-price contract. If IBM determines that it is necessary to exceed the hours or the Estimated End Date, the parties may revise this Statement of Work in accordance with the procedures set forth in Appendix B. If City alternatively chooses to terminate IBM's Services, City agrees to pay IBM for actual hours expended and any travel and living expenses incurred by IBM up to the date of written notification by City.

The Total Charge for the services provided under this Statement of Work is an amount that will not exceed \$52,750, including a travel budget in an amount that will not exceed \$6,750, unless otherwise authorized and mutually agreed to in writing through the Project Change Control Procedure described in Appendix B.

City will be invoiced monthly for actual hours and travel and living expenses incurred during the previous month. Travel and living expenses are included in the above estimates.

Amounts are due upon receipt of invoice and are payable within thirty (30) days.

IBM agrees to provide the Services described in this SOW provided City accepts this SOW, without modification, by signing in the space below on or before June 30, 2012.

Each party agrees that the complete agreement between IBM and City about these Services consists of 1) this Statement of Work and 2) the IBM Customer Agreement (or any equivalent agreement signed by both parties).

Please Provide Hard Copy of Purchase Order: _____

Agreed to:

City of Beverly Hills

By:  _____
Authorized signature

Name (type or print): David Schirmer

Date:

Customer number: 1782976

Customer address:
455 North Rexford Drive
Beverly Hills, CA 90210

Agreed to:

International Business Machines Corporation

By:  _____
Authorized signature

Name (type or print): Dwan Bitter

Date: 5/25/12

Agreement Number: HQ12291

Statement of Work number: PRBL24KB0025

IBM Office address: IBM Corporation
600 Anton Boulevard
Costa Mesa, CA 92626

Appendix A. Deliverable Guidelines

Appendix A. Deliverable Guidelines

Status Report

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

Delivery: One hard copy will be delivered to the City Project Manager.

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

- Key findings and conclusions
- Recommendations

Appendix B. Project Change Control Procedure

When both parties agree to a change in this Statement of Work, a written description of the agreed change (called a "Change Authorization") will be prepared, which both parties must sign. 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. Depending on the extent and complexity of the requested changes, IBM may charge for the effort required to analyze it. When charges are necessary in order to analyze a change, IBM will provide a written estimate and begin the analysis on written authorization. The terms of a mutually agreed upon Change Authorization will prevail over those of this Statement of Work or any previous Change Authorization.

Sample PCR Document



Change Authorization for Project Management and Technical Consulting Services

This Change Authorization ("PCR") is to modify the existing Statement of Work dated July 1, 2012 between the City of Beverly Hills ("City") and International Business Machines Corporation ("IBM").

The Scope of Services is amended as follows: See Attached Pages

Except as set out herein, all other terms & conditions remain unchanged and in full force and effect.

IBM agrees to provide the Services described in this PCR, provided City accepts this PCR, without modification, on or before MM/DD/YY by signing in the space provided below.

Each of us agrees that the complete agreement between us about these Services consists of

- 1) this Change Authorization,
- 2) the referenced Statement of Work, and
- 3) the IBM Customer Agreement or IBM Agreement for Services, as applicable.

Agreed to:

City of Beverly Hills

By: _____

Authorized signature

Name (type or print):

Date:

Customer Number:

Customer Address: **455 North Rexford Dr.**

Beverly Hills, CA 90210

Project Name or Identifier:

Agreed to:

International Business Machines Corporation

By: _____

Authorized signature

Name (type or print):

Date:

Reference Agreement Number:

Reference Statement of Work Number:

Change Authorization Number:

IBM Office Number:

IBM Office Address:

**AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
TELECOM DESIGN, INC. FOR TELECOMMUNICATIONS
RESEARCH, DESIGN, ENGINEERING, SUPPORT, AND
RELATED SERVICES**

NAME OF CONSULTANT: Telecom Design, Inc.

**RESPONSIBLE PRINCIPAL OF
CONSULTANT:** Joe Luppercio President & CEO

CONSULTANT'S ADDRESS: 734 W. Alegria Avenue
Sierra Madre, CA 91024

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, 2012

TERMINATION DATE: June 30, 2013

CONSIDERATION: Not to exceed \$60,000.00, as more fully described
in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
TELECOM DESIGN, INC. FOR TELECOMMUNICATIONS
RESEARCH, DESIGN, ENGINEERING, SUPPORT, AND
RELATED SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Telecom Design, 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 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 perform the Services as 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. 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.

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 by this reference.

(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.

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.

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

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

Section 11. Insurance.

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

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

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

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

(b) CONSULTANT shall require each of its sub-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, or a form satisfactory to the Risk Manager, showing that the aforesaid policies are in effect in the required amounts. CONSULTANT shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general and auto liability insurance shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

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

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

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

This CONSULTANT indemnity is conditional on: (i) CONSULTANT being promptly notified of any claims or demands; (ii) CONSULTANT being granted control of the defense of any such claims or demands; and (iii) CITY restricting their comments regarding

such claims or demands to factual statements to CONSULTANT's claim investigators; CONSULTANT's and to the extent necessary CITY's insurance carriers; or any attestation of the facts during any litigation proceedings such as depositions or trial.

Section 13. Termination.

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

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

Section 15. 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 16. 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 17. 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 18. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 19. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

Section 20. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

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

CITY OF BEVERLY HILLS
A Municipal Corporation

WILLIAM W. BRIEN, MD
Mayor of the City of Beverly Hills, California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

CONSULTANT:
TELECOM DESIGN, INC.

JOE LUPFERGIO
President and Chief Executive Officer

HEIDI JAUREGUI
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 shall perform the following services:

CONSULTANT shall provide information technology consulting services related to current telecommunications equipment, hardware, software and systems that are associated with CITY initiatives such as to inter/intra government agency data network services through carrier-based products. The services may include:

Analysis and review of existing and planned circuits and services looking for cost savings opportunities.

- **Provide assistance in establishing new voice, video and/or data services through carrier-based products and services.**
- **Provide consulting regarding the means, methods and legal liabilities of utilizing established CITY fiber optic and copper infrastructure beyond CITY-owned and occupied properties.**
- **Act as consultant and liaison between CITY and Tier I data providers.**
- **Provide frequent updates as it relates to matters of change in and around telecommunications, communications infrastructure, FCC laws and rulings and PUC matters.**
- **Conduct and attend meetings on behalf of CITY providing insight into issues around the telecommunications industry and data communications between CITY and others.**
- **Act as trusted advisor to key IT personnel on matters pertaining to telecommunications and outside organizations.**

For all work to be completed under this Agreement, CONSULTANT shall provide a detailed scope of work for approval and sign off by CITY, with detailed deliverables and payment milestones for acceptance by CITY prior to beginning any work.

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

CITY shall pay CONSULTANT compensation at a blended rate of Two Hundred Fifty Dollars (\$250) per hour for the Services. The total sum shall not exceed Sixty Thousand Dollars (\$60,000.00), as set forth in the purchase order issued by CITY for all services to be provided pursuant to this Agreement. Said Compensation 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 labor, materials, delivery, tax, assembly and installation as applicable).

CONSULTANT shall submit monthly itemized statements to CITY for its services performed in 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

AGENCY : _____

TITLE : _____
 Address : _____

Attachment 2

Janitorial Maintenance Services & Supplies		
Able Building Maintenance Company		\$1,408,465.32
Citywide custodial services.		
Buildings - Maintenance, Supplies & Contractors		
DMS Facility Services		\$469,744.95
Engineering services for mechanical-electrical services, fire and life safety, heating, ventilating & air conditioning systems.		
Grainger		\$88,600.00
Hardware & small tools, HVAC supplies.		
		<hr/>
TOTAL BUILDING AND FACILITIES:		\$1,966,810.27
VEHICLES - Supplies and Maintenance		
IPC (USA), Inc		\$800,000.00
Gasoline, diesel fuel, lubricant products.		
EQUIPMENT - Supplies and Maintenance		
Accuvant, Inc. w/ CONTRACT		\$200,000.00
Consulting services related to the City's network and wireless systems.		
AT & T Mobility II, LLC.		\$64,000.00
Wireless communications for public safety vehicles, executives, field operations and staff as needed.		
Avaya, Inc.		\$175,000.00
Telephone system maintenance & support for the City's Avaya telephone system (\$120,000); telecommunications equipment & infrastructure replacement & spares (\$55,000).		
Bartronics America, Inc. w/ CONTRACT (\$100,000)		\$225,000.00
I.T. consulting services related to provision of network administration services for Beverly Hills Unified School District (\$125k); citywide E-Gov initiatives (\$100k).		
Dell Marketing L.P.		\$60,000.00
Computer equipment, hardware, software and miscellaneous equipment.		
CDW Government, Inc.		\$350,000.00
Computer equipment, hardware, software, and miscellaneous equipment.		
Compucom		\$137,235.34
Microsoft software licensing, maintenance and support for citywide Microsoft suite.		
Edgesoft, Inc.		\$145,000.00
Consulting services related to E-Gov initiative.		
ESRI w/ CONTRACT (\$75,000)		\$113,412.50
GIS professional services related to Citywide E-Gov initiatives (\$75,000); software licensing, maintenance & support (\$38,412.50).		
Hansen Information Technologies		\$71,303.33
Public Works software - asset and work order management system maintenance and support.		

IBM Corporation w/ CONTRACT Maintenance and support; hardware; passport advantage; cognos impromptu; AIX hardware & software; IGS professional services.	\$259,767.81
Independent Technology Group, LLC. w/ CONTRACT I.T. consulting services related to the network security for the City.	\$100,000.00
Innovative Interfaces, Inc. Online library systems support.	\$56,660.00
Integrated Media Technologies, Inc. w/ CONTRACT (\$100,000) Hardware, software, equipment and professional services related to the City's municipal area network (\$100k; \$124,500) ; Juniper networks and extreme networks hardware, software equipment warranty via RMA (\$70,317.83).	\$294,817.83
Luca Enterprises, Inc. dba Telecom Design, Inc. w/ CONTRACT Telecommunications research, design, engineering & support.	
Mainline Information Systems w/ CONTRACT Consulting services related to City's client application such as City's Enterprise storage system, LTO tape system, Axis camera system and IBM systems.	\$750,000.00
Motorola Solutions, Inc. Radio support for public safety's Motorola radio system including infrastructure & subscriber units (\$125,539.56) and radio equipment - replacement radios, parts, spares, and miscellaneous hardware, software and equipment for radio systems (\$250,000).	\$375,539.56
Networld Solutions I.T. consulting services for the Beverly Hills Unified School District.	\$125,000.00
PIPS Technology, Inc. Automatic license plate recognition related services and equipment.	\$55,000.00
Sungard Public Sector Pentamation Maintenance and support for the City's financial system (Finance & Human Resources).	\$108,176.06
Xerox Capitol Services, LLC Lease (multi-function devices) Copiers/scanners/printers including Supplies, maintenance & repairs, software licensing, & related services citywide.	\$347,950.00
XO Communications Services, Inc. Internet access, transport & colocation services; professional services associated with installation to integration of current systems in the City.	\$81,200.00
TOTAL VEHICLES AND EQUIPMENT	\$4,895,062.43
Postage	
Neopost Rental, maintenance, repair & supplies for Neopost mail machine.	\$132,610.37
Office Supplies	
OfficeMax, Incorporated Citywide office supplies.	\$115,389.54
Unisource Worldwide, Inc. Citywide paper and envelope supplies.	\$67,000.00

Uniforms, Linens, Etc.

Cintas Corporation #426	\$89,700.00
Rental and cleaning of uniforms and towels.	
Galls Retail Ca Lock Box	\$90,287.50
Uniforms and accessories.	

TOTAL POSTAGE, UNIFORMS AND SUPPLIES

\$494,987.41

ENTERPRISE FUND OPERATIONS

Parking Operations

Ampco System Parking	\$928,000.00
Facility at the Montage Beverly Hills Hotel.	
IPS Group, Inc.	\$290,000.00
Flexpay single-space parking meters.	
Montage Beverly Hills	\$170,000.00
Insurance premium reimbursement & General maintenance	
Sentry Control Systems	\$246,616.00
Parking access & revenue control system preventive maintenance contract.	
Xerox State & Local Solutions Inc.	\$650,000.00
Processing service for the City's Parking Citation Management System.	

Solid Waste and Refuse Disposal

Crown Disposal Co., Inc.	\$5,875,000.00
Commercial and residential solid waste collection services.	

Water System

ADS LLC	\$61,301.04
monthly wastewater sampling & data analysis).	
C. Wells Pipeline Materials Inc.	\$136,500.00
Various Water Works Supplies	
HF&H Consultants, LLC	\$110,000.00
Solid waste analysis including rates and operational audits.	
L A County Department of Public Works	\$95,500.00
Administration of industrial wastewater discharge program as required by EPA (\$90,000) and maintenance of traffic signals (\$5,500).	
Truesdail Laboratories, Inc.	\$109,500.00
Wastewater, stormwater & potable water sampling and analysis.	
Western Water Works Supply Co.	\$121,500.00
Various Water Works Supplies	

TOTAL ENTERPRISE FUND OPERATIONS:

\$8,793,917.04

Library

Baker and Taylor, Inc.	\$140,300.00
Books and audio visual materials.	
EBSCO Subscription Services	\$66,600.00
Subscription services and database access.	
Gale	\$139,000.00
Audio visual online services and library serials.	

Recreation & Parks		
Beverly Hills Unified School	\$9,825,000.00	
Joint powers agreement and crossing guard.		
Yong T Lee dba Planet Bravo, LLC	\$110,000.00	
Technology focused summer and winter camp instruction.		
Landscape Maintenance		
Montage Beverly Hills	\$133,316.16	
Reciprocal easements and operations: Higher gardens maintenance standards.		
Truegreen Landcare	\$426,571.84	
Landscape maintenance services.		
West Coast Arborist, Inc.	\$1,570,176.00	
Alley tree trimming, tree replacement (\$1,330,176.00) & weed abatement maintenance services (\$240,000.00).		
		<hr/>
TOTAL COMMUNITY SERVICES:		\$12,410,964.00
Transportation Services		
MV Transportation	\$687,355.00	
Vehicle operation & maintenance for Beverly Hills transit services funded by Prop A funds).		
Mytransitplus	\$265,588.00	
Taxi coupon & lift-van voucher programs for seniors & disabled persons funded by Prop A transportation grant funds.		
		<hr/>
TOTAL TRANSPORTATION SERVICES		\$952,943.00
Consulting Services		
Admisure	\$213,000.00	
Worker's compensation self-insurance administration services.		
Aon Consulting & Insurance Services	\$150,000.00	
Actuarial services.		
Carl Warren	\$95,000.00	
Self-insurance administration services.		
Dapeer, Rosenblit & Litvak, LLP.	\$375,000.00	
Municipal code prosecution counsel services.		
Gilchrist & Rutter Professional Corporation	\$200,000.00	
Special counsel services relating to the westside subway extension.		
G4s Secure Solution (USA) Inc. DBA Wackenhut	\$599,000.00	
Operation & management of City jail.		
PMAM Corporation	\$85,000.00	
Alarm program fees.		
		<hr/>
TOTAL CONSULTANTS AND SERVICES		\$1,717,000.00
TOTAL:		\$ 31,231,684.15