



## AGENDA REPORT

**Meeting Date:** June 21, 2016

**Item Number:** E-14

**To:** Honorable Mayor & City Council

**From:** Don Rhoads, 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 \$32,522,522

**Attachments:**

1. Agreements (7)
2. Exhibit A

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### RECOMMENDATION

Staff recommends that the City Council approve the annual City-wide blanket purchase orders identified on Exhibit A in the total amount of \$32,522,522.

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

- ITEM A. CDW GOVERNMENT, LLC FOR INFORMATION TECHNOLOGY CONSULTING SERVICES
- ITEM B. COMMLINE INC. FOR RADIO CONSULTING SERVICES AND RELATED EQUIPMENT
- ITEM C. THE CITY OF GLENDALE FOR CRIME LABORATORY SERVICES

- ITEM D. INDEPENDENT TECHNOLOGY GROUP TO PROVIDE PROFESSIONAL SERVICES RELATED TO THE SECURITY OF THE CITY'S NETWORK
- ITEM E. INTEGRATED MEDIA TECHNOLOGIES, INC. TO PROVIDE PROFESSIONAL SERVICES AND EQUIPMENT RELATED TO THE CITY'S NETWORK INCLUDING LAN, WAN AND MAN NETWORK ENGINEERING SERVICES
- ITEM F. OROPRISE SOLUTIONS, INC. FOR INFORMATION TECHNOLOGY CONSULTING SERVICES FOR VARIOUS CITY INITIATIVES
- ITEM G. VIDEO TO IP CONSULTING SERVICES, INC. RELATED TO THE CITY'S IP VIDEO SYSTEMS

## **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. Similar to past requests 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 for the following reasons:

- Issuing vendors one purchase order rather than several increases efficiency and saves money.
- Issuing BPO's reduces delays in obtaining necessary goods or services. 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 minimum delay.

The City also issues BPOs to:

- Consolidate many small purchases into one large purchase
- Provides the added benefit and protection of formal bidding
- Requires City Manager or City Council approval
- 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:

- Reliability of a product
- 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)
- 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 2016/2017 budget. As a comparison, the request was \$41,590,164 for fiscal year 2015/2016 and \$37,772,165 for fiscal year 2014/2015.

**FISCAL IMPACT**

Funds for each of the BPOs requested in Exhibit A have been approved in the Fiscal Year 2016/2017 budget. The total of all requests within this report is \$32,522,522 as follows:

Service	No. Vendors	Amount
Buildings and Facilities	3	\$ 2,526,727
Vehicles and Equipment	23	8,142,486
Postage, Uniforms and Supplies	4	492,498
Enterprise Fund Operations:		
Parking Operations	5	3,502,000
Solid Waste Operations	1	6,609,000
Water Operations	5	586,950
Community Services	11	2,921,400
Consultants and Services	14	<u>7,741,461</u>
	<b>TOTAL</b>	<b>\$32,522,522</b>

  
 \_\_\_\_\_  
 Noel Marquis  
 Finance Approval

  
 \_\_\_\_\_  
 Don Rhoads  
 Approved By

# **Attachment 1**

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND CDW GOVERNMENT LLC FOR INFORMATION  
TECHNOLOGY CONSULTING SERVICES

NAME OF CONSULTANT: CDW Government, LLC

RESPONSIBLE PRINCIPAL OF CONSULTANT: Pat O'Brien, Regional Sales Manager

CONSULTANT'S ADDRESS: 230 N. Milwaukee Avenue  
Vernon Hills, IL 60061

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, 2016

TERMINATION DATE: June 30, 2017

CONSIDERATION: Not to exceed \$900,000.00, as detailed in  
Exhibit B, Schedule of Rates and Payment

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND CDW GOVERNMENT LLC FOR INFORMATION  
TECHNOLOGY CONSULTING SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "City"), and CDW Government LLC (hereinafter called "Consultant").

RECITALS

A. City desires to have certain services provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein, collectively the "Services".

B. Consultant represents that it is qualified and able to perform the Services.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

Section 1. Consultant's Services. Consultant shall perform the Services 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, 2016 and shall terminate on June 30, 2017.

Section 3. 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 4. 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, Schedule and Rates of Payment, attached hereto and incorporated herein.

(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, unless approved in writing by the Chief Information Officer.

Section 5. 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 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) 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. 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 insurance as required by the State of California.

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

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

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

(e) At all times during the term of this Agreement, Consultant shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, or on a form acceptable to the City's 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.

(f) The general and auto liability insurance shall contain an endorsement naming the City, its elected officials, officers, agents and employees, as additional insureds with respect to work under this Agreement.

(g) 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.

(h) 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.

(i) 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 action brought by an unaffiliated third party either for death or personal injury or for damage to tangible personal property, to the extent that the claim is proximately caused by any person employed by Consultant in the performance of this Agreement or arising out of the work performed by Consultant.

Section 14. Termination.

(a) City and Consultant shall have the right to terminate this Agreement for any reason or for no reason upon fifteen 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 Services.

Section 16. Information and Documents/Work Product.

(a) 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.

(b) City shall have a non-transferable, royalty-free, perpetual license to use all products of consulting, including, without limitation, any copyrightable works, ideas, discoveries, inventions, patents, products, videos, graphics, scripts, or other information (collectively the "Work Product") developed in whole or in part by Consultant in connection with this Agreement.

Section 17. Changes in the Scope of Work. City shall have the right to order, in writing, changes in the Scope of Services to be performed. Any changes in the Scope of Services 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

\_\_\_\_\_  
JOHN A. MIRISCH  
Mayor of the City of Beverly Hills, California

ATTEST:

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

[Signatures continue]

CONSULTANT: CDW GOVERNMENT, LLC



AMANDA EWERTOWSKI  
Senior Program Manager

[Signatures Continue]

APPROVED AS TO FORM:



LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

MAHDI ALUZRI  
City Manager



DAVID SCHIRMER  
Chief Information Officer



KARL KIRKMAN  
Risk Manager

## EXHIBIT A

### SCOPE OF SERVICES

Consultant shall provide information technology consulting services (the "Services") and equipment related to the City's computing infrastructure, including hardware, software and related equipment in support of various City initiatives. Consultant shall provide the Services as directed by City on an as-needed basis including but not limited to:

- i. Analyze business requirements and subsequently create high-level technical design documents and related technical specifications for the implementation of SharePoint collaboration services
- ii. Install, configure and customize SharePoint services to have documents stored and indexed in a central repository, directly savable to the central repository from office applications, make is easily searchable and sharable among departments with appropriate security.
- iii. Install, configure and customize complex computing infrastructure components like servers, storage, networking gear, etc.
- iv. Perform sever consolidation services using private and public cloud offerings.
- v. Perform professional services engagements to address disaster recovery needs, mobile computing, messaging and evaluating new technologies.

For all work to be completed under this Agreement, Consultant shall provide a detailed scope of work subject to the prior written approval of City, including detailed deliverables and payment milestones, which shall be signed by both parties a be subject to the terms and conditions of this Agreement.

## **EXHIBIT B**

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

City shall pay Consultant compensation for scheduled service during normal business hours as set forth in each scope of work submitted by Consultant and signed by both parties. The total sum paid to Consultant under this Agreement shall not exceed the amount of Nine Hundred Thousand Dollars (\$900,000.00), as set forth in the purchase orders 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) unless otherwise approved in writing by the Chief Information Officer.

Consultant shall submit a monthly itemized statement to City for its services performed for the prior month, which shall include documentation setting forth, in detail, a description of the services rendered and the hours of service. City shall pay Consultant all undisputed amounts of such billing within thirty (30) days of receipt 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: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

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

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

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

DATE : \_\_\_\_\_ BY : \_\_\_\_\_  
 \_\_\_\_\_  
 Authorized Insurance Representative

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

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
COMMLINE INC. FOR RADIO CONSULTING SERVICES AND RELATED  
EQUIPMENT

NAME OF CONTRACTOR:	Commline Inc.
RESPONSIBLE PRINCIPAL OF CONTRACTOR:	James Jun, President
CONTRACTOR'S ADDRESS:	5563 Sepulveda Blvd. Suite D Culver City, CA 90230
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, 2016
TERMINATION DATE:	June 30, 2017, unless sooner terminated pursuant to Section 13
CONSIDERATION:	An amount not to exceed \$100,000.00 as detailed in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
COMMLINE INC. FOR RADIO CONSULTING SERVICES AND RELATED  
EQUIPMENT

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

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. CONTRACTOR 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. CONTRACTOR's Services. CONTRACTOR 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. CONTRACTOR shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY. CONTRACTOR shall complete the performance of services by the Termination Date set forth above.

Section 3. Compensation. CITY agrees to compensate CONTRACTOR and CONTRACTOR agrees to accept in full satisfaction for such services required by this Agreement, the Consideration set forth above and more particularly described in Exhibit B, ("Schedule and Rates of Payment"), attached hereto and incorporated herein by this reference. Said Consideration shall constitute reimbursement of CONTRACTOR's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable).

Section 4. Method of Payment. Unless otherwise provided for herein, CONTRACTOR 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 CONTRACTOR said Consideration in accordance with the schedule of payment set forth in Exhibit B.

Section 5. Independent Contractor. CONTRACTOR 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 CONTRACTOR or any of CONTRACTOR's employees, except as

herein set forth. CONTRACTOR 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 CONTRACTOR without the prior written approval of CITY. Any attempt by CONTRACTOR 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) CONTRACTOR's Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible Principal by CONTRACTOR 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. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR'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. CONTRACTOR 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 CONTRACTOR. CONTRACTOR 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 CONTRACTOR.

Section 11. Insurance.

(a) CONTRACTOR 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 CONTRACTOR.

(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 CONTRACTOR in performing the Scope of Work required by this Agreement.

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

(b) CONTRACTOR 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) CONTRACTOR 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 CONTRACTOR's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONTRACTOR 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. CONTRACTOR 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, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

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

### Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five (5) days written notice to CONTRACTOR. CONTRACTOR 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 CONTRACTOR, CONTRACTOR shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement.

CONTRACTOR 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 CONTRACTOR with all pertinent data, documents, and other requested information as is available for the proper performance of CONTRACTOR'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 CONTRACTOR, 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 CONTRACTOR.

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 CONTRACTOR.

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

\_\_\_\_\_  
JOHN A. MIRISCH  
Mayor of the City of Beverly Hills

ATTEST

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

CONTRACTOR:  
COMMLINE INC.

\_\_\_\_\_  
JEFF FUKASAWA  
Vice President

\_\_\_\_\_  
JAMES JUN  
CEO & Secretary

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
MAHDI ALUZRI  
City Manager

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

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

## EXHIBIT A

### SCOPE OF WORK

CONTRACTOR shall perform the following services:

CONTRACTOR shall provide, to the full satisfaction of CITY, consulting services related to CITY's Motorola radios on an as needed basis to meet CITY's ongoing needs ("the Services").

For each requested engagement, CONTRACTOR shall submit a written scope of work which shall include a breakdown of all costs and warranties to CITY's authorized representative for written approval, acceptance and authorization to proceed.

CONTRACTOR shall provide a full one year warranty on all products and workmanship. All work shall be performed in accordance with State and local laws.

**EXHIBIT B**

**SCHEDULE AND RATES OF PAYMENT**

CITY shall pay CONTRACTOR an amount not to exceed One Hundred Thousand Dollars (\$100,000.00) for the services provided under this Agreement at the rates set forth below.

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

**Service & Install Rates**

Description	Hourly Rate	Min. hrs	Notes	Total
Vehicle install technician	\$95.00	2	Scheduled	\$190.00
Vehicle install Technician	\$150.00	2	Same Day Emergency Response	\$300.00
RF Technician	\$150.00	2		\$300.00
RF Technician	\$250.00	2	Off Hours/same day Emergency Response	\$500.00
Radio Console/IT Technician Hardware or Software base	\$195.00	2		\$390.00
Radio Console/IT Technician Hardware or Software base	\$295.00	2	Off Hours/same day Emergency Response	\$590.00

EXHIBIT C

CERTIFICATE OF INSURANCE

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

**NAMED INSURED**

**COMPANIES AFFORDING COVERAGE**

**ADDRESS**

- A.
- B.
- C.

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

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

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

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

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

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

DATE : \_\_\_\_\_ BY : \_\_\_\_\_  
 \_\_\_\_\_  
 Authorized Insurance Representative

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

AGREEMENT BETWEEN THE CITY OF BEVERLY  
HILLS AND THE CITY OF GLENDALE FOR CRIME  
LABORATORY SERVICES

NAME OF CONTRACTOR: City of Glendale

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Sandra R. Spagnoli, Chief of Police

CONTRACTOR'S ADDRESS: City of Glendale  
131 North Isabel Street  
Glendale, CA 91206  
Attention: Michael J. Rock, Captain

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: Sandra R. Spagnoli, Chief of Police

COMMENCEMENT DATE: July 1, 2016

TERMINATION DATE: June 30, 2017

CONSIDERATION: \$65,000  
Contingency for additional work not to exceed  
\$5,000. Total not to exceed \$ 70,000

AGREEMENT BETWEEN THE CITY OF BEVERLY  
HILLS AND THE CITY OF GLENDALE FOR CRIME  
LABORATORY SERVICES

This agreement ("Agreement"), dated as of July 1, 2016 ("Effective Date") is by and between the City of Glendale, a municipal corporation ("Glendale") and the City of Beverly Hills, a municipal corporation ("Agency") (collectively, "Parties" or individually "Party").

**RECITALS**

WHEREAS, Glendale represents that through its Crime Laboratory, also known as the Verdugo Regional Crime Laboratory, it is qualified in providing DNA analysis and other forensic related services for criminal investigations; and

WHEREAS, in the judgment of Agency, it is necessary and desirable to enter into an agreement with Glendale for crime laboratory services.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

**AGREEMENT**

**1. Scope of Services**

- 1.1. Specified Services. At the request of Agency, Glendale shall perform the crime laboratory services described in Exhibit "A" attached hereto and incorporated herein by this reference ("Scope of Work").
- 1.2. Glendale shall provide all personnel, supervision, supplies, training, and equipment necessary to perform the analysis and services as requirement in this Agreement.
- 1.3. Primary Point of Contact. Glendale will designate a primary analyst for the Agency. To the extent possible, and consistent with good laboratory management, the primary analyst will function as a liaison with and oversee the work submitted by the Agency.
- 1.4. If Glendale is unable or unwilling to perform any specific services requested at or within the time specified by Agency, Glendale shall provide reasonable notice to Agency, and Glendale shall not be obligated to perform those services. If a conflict arises between the body of this Agreement and Exhibit "A", the provisions in the body of this Agreement shall control.

- 1.5. Extra services, changed work, or other changes to this Agreement may be authorized only by written amendment to this Agreement.

## **2. Term**

- 2.1 This Agreement's term shall be from July 1, 2016 through June 30, 2017, unless terminated earlier in accordance with the provisions of Article 4.

- 2.2 Discussions for Renewal

Prior to the expiration of this Agreement, the Parties shall discuss the renewal of this Agreement.

- 2.2.1. In order to facilitate discussions for a continued relationship between the Parties for a renewal of this Agreement, Glendale shall provide to Agency no later than on January 31, 2017:

- 1) A proposed fee for the Scope of Work to be effective on July 1, 2017; and

- 2) Proposed rate adjustments for the services set forth in Exhibit "B".

- 2.2.2. The Parties shall reach a preliminary decision, by no later than March 1, 2017, on whether to renew this Agreement and on the renewal fee and rate adjustments described immediately above. The Parties acknowledge and agree that said preliminary decision shall be subject to approval by Agency's City Council. Upon renewal, this Agreement may be subject to new or additional terms and conditions which must be approved in writing by the Parties.

## **3. Payment**

- 3.1 Agency agrees to pay Glendale the sum of \$65,000.00 thousand dollars (\$65,000.00) for the processing of DNA samples submitted by Agency to Glendale for analysis. Agency shall make such payment to Glendale on or before September 1, 2016.
- 3.2. If the Agency exceeds 300 samples during the term of this Agreement, Glendale will notify the Agency. The Agency may elect to process additional samples in accordance with rates set forth in Exhibit "B" or the Parties may agree to a supplementary payment to Glendale to provide crime laboratory services for the balance of the term.
- 3.3 If court testimony is requested outside Los Angeles County, the cost shall be charged to Agency in addition to the charge(s) for crime laboratory services. The Agency shall reimburse Glendale for the full costs, at the em-

ployee's then current rate of pay, to Glendale of having the witness testify, including:

- a. The full costs of the witness' round trip travel between Glendale and the place of testimony.
  - b. The full cost of the witness' salary and benefits while travelling and staying in the area where he/she is to testify.
  - c. The full cost of the witness' meals and lodging while travelling to and from and staying in the area where he/she will testify.
  - d. Any other expenses that may be incurred by Glendale or the witness connection with the witness testimony.
  - e. Agency shall pay Glendale the balance of the cost for the testimony of the Glendale employee witness within thirty (30) days after the billing date on the invoice.
- 3.4. If services are provided pursuant to Section 3.2 (using Exhibit "B") or Section 3.3 above, Glendale shall invoice Agency monthly for services provided in the preceding month. Agency shall pay Glendale's invoices within thirty (30) days of submission. Late payments are subject to late penalties and interest.
- 3.6 Contingency. Agency authorizes an additional amount not to exceed \$5,000.00 for work performed by City pursuant to Section 3.3 of this Agreement.

#### **4. Termination**

- 4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, either party shall have the right in its sole discretion, to terminate this Agreement by giving six (6) months written notice to the other Party.
- 4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should either party fail to perform its obligations hereunder, within the time and in the manner provided, or otherwise violate any of the terms of this Agreement, the other party may immediately terminate this Agreement by giving the breaching party written notice of such termination, stating the reason for termination.
- 4.3 The Parties hereto understand that this Agreement is contingent upon the appropriation of sufficient funding by Glendale, which Glendale retains in its absolute and sole discretion, for the services covered by this Agreement. If funding is reduced or eliminated by Glendale for the services covered by

this Agreement, Glendale has the option to either terminate this Agreement without notice and with no liability occurring to Glendale or to offer an amendment to this Agreement indicating the reduced amount of services that can be provided to Agency.

Agency shall be entitled to receive a pro-rated refund if there is insufficient funding, or if either party chooses to terminate the Agreement during the fiscal year provided six (6) months' notice to the other Party is given.

- 4.4 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Glendale, within thirty (30) days following the date of termination, shall deliver to Agency at Agency's expense all materials and work product subject to Section 9.2 and shall submit to Agency an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.
- 4.5 Payment Upon Termination. Upon termination of this Agreement by Agency, Glendale shall be entitled to receive full payment for all services rendered and expenses incurred hereunder. If services which have been rendered are to be paid on a per hour basis, Glendale shall be entitled to receive as full payment an amount equal to the number of hours worked prior to the termination multiplied by the applicable hourly rate. Glendale shall also be paid and reimbursed for the time and expense to deliver to Agency the materials and work product described in Section 4.4.
- 4.6 Authority to Terminate. Each Party's governing body has the authority to terminate this Agreement. In addition, each Party's City Manager, in consultation with its City Attorney and Chief of Police, shall have the authority to terminate this Agreement.

## 5. Insurance

With respect to performance of work under this Agreement, Glendale shall maintain insurance as described below.

- 5.1. Workers' Compensation Insurance. Glendale shall maintain Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California. The requirements of this section may be satisfied by the provision of similar coverage through a self-insurance program.
- 5.2. Liability Insurance. Glendale shall maintain or cause to be maintained the following insurance coverage: (1) a policy of commercial general liability with limits of liability not less than one million (\$1,000,000) per occurrence and two million (\$2,000,000) annual aggregate; and (2) a policy of professional errors and omissions liability with limits of liability not less than one million (\$1,000,000) per occurrence/aggregate. The requirements of this section may be satisfied by the provision of similar coverage through a self-insurance program.

- 5.3. Automobile Insurance. Glendale shall maintain or cause to be maintained automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. The requirements of this section may be satisfied by the provision of similar coverage through a self-insurance program.
- 5.4 Documentation. Upon request, Glendale shall provide a Certificate of Insurance or Letter of Self-Insurance certifying that the coverages required by this Agreement have been obtained and will be maintained for the term of this Agreement.

## **6. Indemnification**

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the parties agree that pursuant to Government Code section 895.4, each party hereto shall fully indemnify and hold each of the other parties, their officers, agents and employees, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, agents, or employees, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, agent, or employee thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, agents, or employees, under or in connections with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

## **7. Authority to Proceed and Force Majeure**

The execution of this Agreement shall constitute Glendale's authority to proceed immediately with the performance of this Agreement. Performance of services hereunder shall be completed within the time required herein, provided, however that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Glendale's performance of this Agreement shall be extended by a number of days equal to the number of days Glendale has been delayed.

## **8. Independent Contractor Status of Glendale and Agency**

- 8.1. Glendale is, and shall at all times be deemed to be, an independent contractor. Nothing contained herein shall be construed as creating the relationship of employer and employee or principal and agent between Agency and Glendale or any of Glendale's officers, agents or employees. Glendale, its officers, agents, and employees shall not be entitled to any rights or privileges of Agency employees and shall not be considered in any manner to be Agency employees.
- 8.2. Agency is, and shall at all times be deemed to be, an independent contractor. Nothing contained herein shall be construed as creating the relationship of employer and employee or principal and agent between Glendale and Agency or any of Agency's officers, agents or employees. Agency, its officers, agents and employees shall not be entitled to any rights or privileges of Glendale employees and shall not be considered in any manner to be Glendale employees.

## **9. Records Maintenance, Ownership, and Disclosure**

- 9.1. Glendale shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to Agency for inspection at any reasonable time upon reasonable notice. Glendale shall maintain such records for a period of four (4) years following completion of work hereunder.
- 9.2. All original lab reports and supporting documentation shall remain the property and in the custody of Glendale. Copies of lab reports will be provided to Agency upon completion of the cases. Copies of other supporting case documentation shall be provided to Agency only upon specific request for criminal discovery purposes and/or pursuant to subpoena or court order.
- 9.3. Glendale's employees, agents, and representatives who provide services under this Agreement shall maintain the confidentiality of all persons involved and evidence/information learned in connection with any request for service under this Agreement and shall not disclose any such information without Agency's consent or court order.

## **10. Public Records Act**

- 10.1. Agency acknowledges that this Agreement is a public record. This Agreement, its Exhibits, and all documents produced under this Agreement are subject to the California Public Records Act (Government Code Sections 6250 et seq.), including its exemptions. Agency acknowledges

that Glendale has no obligation to notify Agency when a request for records is received.

- 10.2 Agency shall identify in advance all records, or portions of them, that Agency believes are exempt from production under the Public Records Act.
- 10.3 If Agency claims a privilege against public disclosure or otherwise objects to the records' disclosure, then:
  - (1) Agency may, when notified by Glendale of the request, seek protection from disclosure by timely applying for relief in a court of competent jurisdiction; or
  - (2) At the request of Agency, Glendale may either decline to produce the requested information, or redact portions of the documents and produce the redacted records.
- 10.4 If Agency fails to identify one or more protectable documents, in Glendale's sole discretion, and without its being in breach of this Agreement or its incurring liability to Agency, Glendale may produce the records— in whole, in part, or redacted— or may decline to produce them.
- 10.5 Agency shall indemnify, defend (including Agency's providing and paying for legal counsel for Glendale), and hold harmless Glendale, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, costs, or expenses arising out of or alleging Glendale's refusal to publicly disclose one or more records that Agency identifies as protectable, or asserts is protectable.

## **11. Authority**

Each undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of the party designated above the undersigned's signature line.

## **12. Audit**

Upon Agency's reasonable request, Glendale shall make available to Agency during normal business hours documents permitting an audit of services under this Agreement. Such documents shall include information relating but not limited to the following: verifying evidence chain of custody processes, evidence testing procedures, security and personnel access, and timeframes related to obtaining results.

### **13. Statutory Compliance**

Glendale agrees to comply with all applicable federal, state, and local laws, regulations, statutes and policies applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Glendale's failure to comply, after notice and opportunity to cure, shall be cause for termination. Glendale's failure to comply shall not give rise to liability absent Glendale's willful misconduct or gross negligence.

### **14. Demand for Assurance**

Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this section limits either party's right to terminate this Agreement pursuant to Article 4.

### **15. Notices**

All notices, invoices, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail first class, U.S. Mail certified, courier service, or facsimile. Notices, invoices, and payments shall be addressed as follows:

**AGENCY:** City of Beverly Hills  
Police Department  
Attention: Lieutenant Terry Nutall  
464 N. Rexford Drive  
Beverly Hills, CA 90210  
Tel. No. 310-285-2129  
Fax No. 310-246-9353

**GLENDALE:** City of Glendale  
Police Department  
Attention: Captain Michael J. Rock  
(for notices and non-payment related  
correspondence)

Jay Kreitz, Public Safety Business Administrator  
(for payments and payment related  
correspondence)

131 N. Isabel Street,  
Glendale, CA 91206  
Tel. No. 818 548-3132  
Fax No. 818 507-0967

All written notices or correspondence sent in the described manner will be presumed "given" to a party on whichever date occurs earliest:

- (1) The date of personal delivery;
- (2) The third (3rd) business day following deposit in the U.S. mail, when sent by "first class" mail;
- (3) The date on which the PARTY or its agent either signed the return receipt or refused to accept delivery, as noted on the return receipt or other U.S. Postal Service form, when sent by "certified" mail; or
- (4) The date of transmission, when sent by facsimile.

At any time, by providing written notice to the other party, Glendale or Agency may change the place, or facsimile number, for giving notice.

## **16. Nondiscrimination**

The parties to this Agreement shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis.

## 17. Miscellaneous Provisions

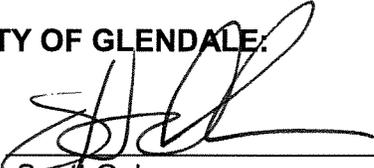
- 17.1. No Waiver of Breach. The waiver by either Party of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 17.2. Assignment. Neither party hereto shall assign, delegate, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- 17.3. Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. The parties acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. The parties acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 17.4. Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 17.5. No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 17.6. Applicable Law. California's laws govern this Agreement's construction and interpretation. Unless this Agreement provides otherwise, any reference to laws, ordinances, rules, or regulations include their later amendments, modifications, and successor legislation. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Los Angeles or the forum nearest to the City of Glendale, in Los Angeles County.
- 17.7. Headings. All headings or captions in this Agreement are for convenience and reference only. They are not intended to define or limit the scope of any term, condition, or provision.
- 17.8. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties. This Agreement supersedes all prior and

contemporaneous communications, negotiations, understandings, promises and agreements, either oral or written. Neither Agency nor Glendale has made any promises or representations, other than those contained in this Agreement or those implied by law. The parties may modify this Agreement, or any part of it, by a written amendment with Glendale's and Agency's signature.

17.9. Time of Essence. Time is and shall be of the essence of this Agreement and every provision thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the effective date.

**CITY OF GLENDALE:**

By  \_\_\_\_\_  
Scott Ochoa  
City Manager

Date: 8/12, 2016

**CITY OF BEVERLY HILLS**

By \_\_\_\_\_  
John A. Mirisch  
Mayor of the City of Beverly Hills, California

Date: \_\_\_\_\_, 2016

By \_\_\_\_\_  
Byron Pope  
City Clerk

Date: \_\_\_\_\_, 2016

APPROVED AS TO CONTENT:

By \_\_\_\_\_  
Mahdi Aluzri  
City Manager

Date: \_\_\_\_\_, 2016

By DRD  
Sandra Spagnoli  
Chief of Police

Date: 5/11, 2016

By [Signature]  
Karl Kirkman  
Risk Manager

Date: 5/11, 2016

APPROVED AS TO FORM:

[Signature]  
LAURENCE S. WIENER  
City Attorney-City of Beverly Hills

5/12/16  
Date

[Signature]  
Attorney for Glendale

Date 5/12/16

**EXHIBIT A SCOPE OF  
SERVICES**

Biological Evidence Examinations

- a) Identification of body fluids, (e.g., blood, semen, saliva)
  
- b) DNA typing – autosomal
  
- c) Enter DNA profiles into CODIS
  
- d) Criminal paternity

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, 2016

TERMINATION DATE: June 30, 2017

CONSIDERATION: Not to exceed \$225,000 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, 2016 and shall terminate on June 30, 2017.

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.

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 maximum Consideration set forth above.

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

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

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

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

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon 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. 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.

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

CITY OF BEVERLY HILLS,  
A Municipal Corporation

\_\_\_\_\_  
JOHN A. MIRISCH  
Mayor of the City of  
Beverly Hills, California

[Signatures continue]

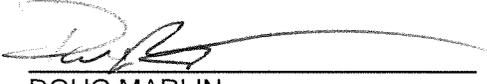
ATTEST:

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

(SEAL)

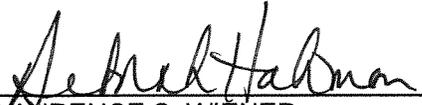
CONSULTANT: INDEPENDENT  
TECHNOLOGY GROUP

  
\_\_\_\_\_  
KEVIN BARKER  
Managing Partner

  
\_\_\_\_\_  
DOUG MARLIN  
Managing Partner

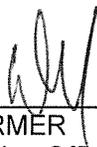
[Signatures continue]

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
MAHDI ALUZRI  
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 (VSystem) 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"). Such Proposal is subject to CITY's review and approval in writing prior to the commencement of work. Upon CITY's written 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 shall be performed at the work location specified in the individual proposals. Any work within the performance of Services deemed by either party to be appropriate for remote delivery by CONSULTANT, will be performed and delivered as mutually agreed upon.

Any CONSULTANT 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 the 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 One Hundred Fifty Dollars (\$150.00). In no event shall the total compensation under this Agreement exceed Two Hundred Twenty-Five Thousand Dollars (\$225,000).

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.

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 INTEGRATED  
MEDIA TECHNOLOGIES, INC. TO PROVIDE PROFESSIONAL SERVICES  
AND EQUIPMENT RELATED TO THE CITY'S NETWORK INCLUDING LAN,  
WAN AND MAN NETWORK ENGINEERING SERVICES

NAME OF CONSULTANT: Integrated Media Technologies, Inc.

RESPONSIBLE PRINCIPAL  
OF CONSULTANT: Chris Drynan, Vice President of Operations

CONSULTANT'S ADDRESS: 5200 N. Lankershim Blvd., Suite 700  
North Hollywood, CA 91601

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, 2016

TERMINATION DATE: June 30, 2017

CONSIDERATION: Not to exceed \$ 250,000 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 INCLUDING LAN, WAN AND MAN NETWORK ENGINEERING SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Integrated Media Technologies, 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. 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, 2016 and shall terminate on June 30, 2017.

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.

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.

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

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

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

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

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

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

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

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

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon 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 Responsibilities.

(a) 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.

(b) CITY shall provide CONSULTANT's Extreme System Engineer with:

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

(c) CITY shall 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.

(d) CITY shall be responsible for all changes to non-Extreme equipment

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.

Section 23. 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 24. Limited Warranties. Any and all warranties for products are provided by the original manufacturer. CONSULTANT provides or implies no warranty for any product.

Section 25. 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 26. 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 27. 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 \_\_\_\_\_, 2016, at Beverly Hills, California.

CITY OF BEVERLY HILLS,  
A Municipal Corporation

\_\_\_\_\_  
JOHN A. MIRISCH  
Mayor of the City of  
Beverly Hills, California

ATTEST:

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

CONSULTANT: 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:

\_\_\_\_\_  
MAHDI ALUZRI  
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. The 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 with respect to support, maintenance and administration of CITY's network.

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

##### 1) 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.

##### 2) Remote Log-In Support

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

##### 3) 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 by CITY

**Miscellaneous:**

- This Scope of Work does not include any electrical work.
- Scope 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.
- CITY shall provide CONSULTANT with access to CITY designated systems.
- In the event that the scope of this project or time requirements changes significantly, the City Manager and/or his designee on behalf of CITY, and CONSULTANT may mutually agree upon a written change order or a separate written scope of work identifying additional scope or charges as long as the increase in compensation does not exceed the amount set forth on the cover page of the Agreement.
- Scheduling of resources will be based on the mutual agreement of CITY and CONSULTANT, and local resource availability and confirmation at least five-business days prior to the commencement of the Services under this Agreement.

## EXHIBIT B

### SCHEDULE OF PAYMENT AND RATES

CITY shall pay CONSULTANT 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 Fifty Thousand Dollars (\$250,000.00) as set forth in the authorized purchase orders 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.

Pricing is based on non-union labor, pre-defined local resource living within 100 miles of engagement location.

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.

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  
OROPRISE SOLUTIONS, INC. FOR INFORMATION  
TECHNOLOGY CONSULTING SERVICES FOR VARIOUS CITY  
INITIATIVES

NAME OF CONSULTANT:	Oroprise Solutions, Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Anand Belaguly, President
CONSULTANT'S ADDRESS:	13428 Maxella Avenue, Suite 309 Marina del Rey, CA 90292
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, 2016
TERMINATION DATE:	June 30, 2017
CONSIDERATION:	An amount not to exceed \$375,000.00 (includes applicable taxes) as more fully described in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
OROPRISE SOLUTIONS, INC. FOR INFORMATION  
TECHNOLOGY CONSULTING SERVICES FOR VARIOUS CITY  
INITIATIVES

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

RECITALS

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

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

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

Section 1. Consultant's Services. Consultant shall provide the consulting services on an "as needed" basis or as mutually agreed to by the parties, relating to the City's web applications and as more particularly described in Exhibit A, in a manner satisfactory to City and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Section 2. 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. City agrees to compensate Consultant, and Consultant agrees to accept in full satisfaction for the services required by this Agreement the Consideration set forth above and 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). City shall pay Consultant said Consideration in accordance with the schedule of payment set forth in Exhibit B.

Section 4. 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 5. Assignment and Subcontracting. Consultant shall not assign or attempt to assign any portion of this Agreement, or subcontract any required performance hereunder, without the prior written approval of City. Consultant, however, shall at all times be responsible for the services performed by any subcontractors.

Section 6. 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 Principle 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 7. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform Consultant's services under this Agreement.

Section 8. Interests of Consultant. Consultant affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with Consultant.

Section 9. Insurance.

(a) Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Consultant.

(b) Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of 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 services required by this Agreement.

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

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

(e) 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.

(f) 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.

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

to commencement of work under this Agreement, file with the City Clerk such certificate or certificates.

(h) The policies of insurance required by this Agreement shall contain an endorsement naming the City and City's elected officials, officers and employees as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(i) The insurance provided by Consultant shall be primary to any coverage available to City, and any insurance or self-insurance maintained by City, its officers, officials, employees, agents or volunteers shall be excess of Consultant's insurance and shall not contribute with it. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation. The Consultant hereby waives all rights of subrogation against City.

(j) 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 10. 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 11. Termination.

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

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

Section 12. City's Responsibility. City shall provide Consultant with all pertinent data, documents, and other requested information as is available for the proper performance of Consultant's services.

Section 13. Work Product. All products of consulting, including, without limitation, any copyrightable works, ideas, discoveries, inventions, patents, products, videos, graphics, scripts, or other information (collectively, the "Work Product") developed in whole or in part by Consultant in connection with this Agreement shall be the exclusive property of City. Upon the

request of City, Consultant shall sign all documents requested by City to confirm or perfect the exclusive ownership of City of the Work Product. Any Work Product in the possession of Consultant shall be delivered to the City at least ten (10) days prior to the termination of this Agreement. This section shall survive termination of this Agreement.

Section 14. 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 15. Non-Disclosure.

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

- (1) Use the Information, nor cause the Information to be used for any purpose other than in performance of its duties to the City,
- (2) Participate in the wrongful use, illegal use, or unauthorized disclosure of the Information, or
- (3) Sell, release, free trade, assign, or provide access to the Information, directly or indirectly, to third parties. This provision survives termination of Consultant's duties to the City.

Section 16. Notice. Any notice required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth above or to such other addresses as the parties may designate in writing.

Section 17. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

Section 18. 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 19. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 20. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this

Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

EXECUTED the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
JOHN A. MIRISCH  
Mayor of the City of  
Beverly Hills, California

ATTEST:

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

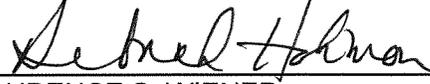
CONSULTANT: OROPRISE SOLUTIONS, INC.

  
\_\_\_\_\_  
ANAND BELAGULY  
President

  
\_\_\_\_\_  
SHAN SUNDAR  
Director and Corporate Secretary

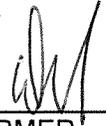
[Signatures continue]

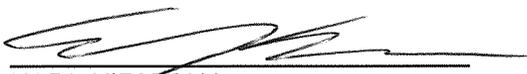
APPROVED AS TO FORM,

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

APPROVED AS TO CONTENT

\_\_\_\_\_  
MAHDI ALUZRI  
City Manager

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

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

**EXHIBIT A**  
**SCOPE OF SERVICES**

Consultant shall provide information technology consulting services (the "Services") related to various City Initiatives such as enhancing website usability by integrating multiple new and existing eGov initiatives, which include Customer Service applications (utility billing, business tax, etc.), HR applications (training, payroll, etc.), and others for a single unified web presence, simplified user interface, uniform look and feel, and streamlined processes for City customers and employees. Consultant shall provide the Services as directed by City on an as-needed basis. The Services shall include the following:

*A) Information Technology Application Development Services*

1. Analysis of business requirements and subsequent creation of high-level technical design documents and detailed technical specifications, in accordance with City architecture standards.
2. Development of application code as necessary, using Java, tomcat, WebSphere and Struts.
3. Unit and system testing of application code as well as execution of implementation activities.
4. Identification, documentation and estimation of technical tasks for projects of varying sizes and levels of complexity.
5. Analysis and identification of technical areas of improvement within existing web applications.
6. Work with internal Information Technology teams to complete project activities, such as infrastructure, architecture and database design.
7. Discovery, solutions development, systems testing, solutions presentations, training, and application support.
8. Work with internal Information Technology teams to work on data mapping and data conversion services.
9. Work with internal Information Technology teams to develop a digital experience portal for the city bringing all online city services under one roof.

*B) Information Technology Project Management Services*

1. Accomplish IT objectives by planning and evaluating project activities.
2. Track, monitor and coordinate active projects.
3. Serve as liaison between IT and various departments related to project activities.

EXHIBIT B

**SCHEDULE OF PAYMENT AND RATES**

City shall pay Consultant compensation at the following rates per hour for scheduled service during normal business hours.

Resource Category	Hourly Rate
Project Manager	\$ 165.00
Software Architect	\$ 165.00
Database Architect / DBA	\$ 150.00
Senior Programmer (Java, .NET, Other)	\$ 125.00
Programmer (Java, .NET, Other)	\$ 100.00
Web Designer (Graphics Designer)	\$ 100.00
Systems Administrator	\$ 100.00
Data Migration Specialist	\$ 75.00
Junior Programmer/Analyst	\$ 65.00
Programmer (offsite)	\$ 20.00

The total sum paid to Consultant under this Agreement shall not exceed the amount of Three Hundred Seventy-Five Thousand Dollars (\$375,000.00), 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 a monthly itemized statement to City for its services performed for the prior month, which shall include documentation setting forth, in detail, a description of the services rendered and the hours of service. City shall pay Consultant all undisputed amounts of such billing within thirty (30) days of receipt of the same.

**EXHIBIT C**

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.	<u>LIMITS</u> P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

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

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

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

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

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

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Authorized Insurance Representative

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

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

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND VIDEO  
TO IP CONSULTING SERVICES, INC. RELATED TO THE CITY'S IP  
VIDEO SYSTEMS

NAME OF CONSULTANT: Video to IP Consulting Services, Inc.

RESPONSIBLE PRINCIPAL OF CONSULTANT: Timothy Conwell, President/Principal Consultant

CONSULTANT'S ADDRESS: 12813 129<sup>th</sup> Avenue N  
Largo, FL 33774

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, 2016

TERMINATION DATE: June 30, 2017

CONSIDERATION: An amount not to exceed \$100,000, as detailed in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND VIDEO TO IP CONSULTING SERVICES, INC. RELATED TO THE CITY'S IP VIDEO SYSTEMS

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Video to IP Consulting Services, 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 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. CITY agrees to compensate CONSULTANT and CONSULTANT agrees to accept in full satisfaction for such services required by this Agreement, the Consideration set forth above and more particularly described in Exhibit B, ("Schedule and Rates of Payment"), 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). CITY shall pay CONSULTANT said Consideration in accordance with the schedule of payment set forth in Exhibit B. There shall be no reimbursement for travel related 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 thirty (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 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 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) Commercial automobile liability insurance covering comprehensive vehicle liability including bodily injury, personal injury, and property damage in compliance with California law.

(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.

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. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. 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 19. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 20. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

Section 21. 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 \_\_\_\_\_ 201\_\_\_\_, at Beverly Hills, California.

CITY OF BEVERLY HILLS,  
A Municipal Corporation

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JOHN A. MIRISCH  
Mayor of the City of Beverly Hills,  
California

CONSULTANT: VIDEO TO IP  
CONSULTING SERVICES, INC.

  
TIMOTHY CONWELL  
President and Chief Financial Officer

APPROVED AS TO FORM:

  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
MAHDI ALUZRI  
City Manager

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

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

## EXHIBIT A

### SCOPE OF WORK

CONSULTANT shall provide information technology consulting services related to the CITY's computing infrastructure, including hardware, software and related equipment in support of the CITY's IP video systems. CONSULTANT shall provide the Services as directed by CITY on an as-needed basis. The Services shall include the following:

- (i) Consult and review of best practices for IP video convergence;
- (ii) Plan and implement IP video based network infrastructure;
- (iii) Provide best practices guidelines for video evidence storage and retrieval;
- (iv) Provide short term and long term project coordination;
- (v) Draft individual scopes of work for projects of varying sizes and levels of complexity which details the tasks and provide cost estimates;
- (vi) Analyze and identify technical areas of improvement within existing systems;
- (vii) Provide systems testing, training and application support.
- (viii) 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 in writing so CITY can determine how to proceed.
- (ix) Provide written reports to CITY as required by CITY.

The 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, compensation and payment milestones ("Proposal"). Each Proposal is subject to the prior written approval of CITY. 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

CITY shall pay CONSULTANT compensation at a blended rate of One Hundred and Ten Dollars (\$110.00) per hour for scheduled service during normal business hours. The total sum paid to CONSULTANT under this Agreement shall not exceed the amount of One Hundred Thousand Dollars (\$100,000.00), 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, tax, assembly and installation as applicable.) There shall be no reimbursement for travel related expenses.

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

# **Attachment 2**

**City of Beverly Hills**

**Exhibit - A**

**Listing of Annual Blanket Purchase Orders 2016-2017**

**BUILDING AND FACILITIES**

**Janitorial Maintenance Services & Supplies**

Able Building Maintenance Company \$1,685,198.90  
 Citywide custodial services.

**Buildings - Maintenance, Supplies & Contractors**

DMS Facility Services \$441,528.00  
 Engineering services for mechanical-electrical services, fire and life safety,  
 heating, ventilating & air conditioning systems.  
 Thyssenkrupp Elevator Corporation \$400,000.00  
 Elevator maintenance for all City elevators

**TOTAL BUILDING AND FACILITIES:**

\$2,526,726.90
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**VEHICLES - Supplies and Maintenance**

IPC (USA), Inc. \$725,000.00  
 Gasoline, diesel fuel, lubricant products.

**EQUIPMENT - Supplies and Maintenance**

3M Library Systems/3M Company \$65,500.00  
 Library self check, RFID, and related 3M library systems annual  
 maintenance and support.  
 Allstar Fire Equipment, Inc. \$91,600.60  
 Rescue equipment, supplies and accessories including rescue nets, power  
 extractors, rose and life harnesses, etc.  
 Avaya, Inc. \$130,000.00  
 City's Avaya telephone system maintenance and support.  
 CDW Government, Inc. with **AGREEMENT** \$900,000.00  
 IT consulting services, miscellaneous hardware, software and equipment as  
 needed.  
 Commline, Inc. with **AGREEMENT** \$100,000.00  
 Radio consulting services and related equipment as needed.  
 Dell Marketing L.P. \$450,000.00  
 Dell computers, hardware, software and equipment as needed.  
 First Tek, Inc. \$125,000.00  
 BHSUD network administration services.  
 Independent Technology Group with **AGREEMENT** \$225,000.00  
 IT consulting services related to network security,  
 Infor Public Sector, Inc. \$86,004.00  
 Hansen Public Works work order and asset management system- annual  
 maintenance and support.  
 Innovative Interfaces, Inc. \$67,680.00  
 Library online millennium system annual licensing, maintenance and  
 Integrated Media Technologies, Inc. with **AGREEMENT** \$250,000.00  
 Network consulting services and related equipment.  
 L N Curtis & Sons \$107,740.00  
 Protective equipment and fire hoses for fire personnel.  
 Motorola Solutions, Inc. \$3,049,296.40  
 Motorola radios and radio related hardware, software, equipment and  
 services as needed (\$2,875,000); Motorola radio systems maintenance and  
 support services, radio depot service and additional services as needed  
 (\$174,296.40).  
 Networld Solutions, Inc. \$125,000.00  
 BHUSD systems administration services.

**City of Beverly Hills**  
**Listing of Annual Blanket Purchase Orders 2016-2017**

**Exhibit - A**

New World Systems CAD/RMS annual maintenance and support.	\$260,040.00	
Oroprise Solutions, Inc. with <b>AGREEMENT</b> Consulting services related to E-Gov initiatives and citywide application development.	\$375,000.00	
Software One Inc Microsoft software licensing, maintenance and support for citywide Microsoft Suite.	\$174,161.04	
Pacific Coast Cabling Inc Fiber optic cabling services and related materials.	\$100,000.00	
Tyler Technologies, Inc. Tyler Munis annual software maintenance and support; Tyler unlimited client access maintenance.	\$120,464.28	
Video to IP Consulting Services, Inc. with <b>AGREEMENT</b> IP video consulting services related to the City's community video security systems.	\$100,000.00	
Wilcon Operations, LLC Fiber services related to the City's network capacity and internet presence.	\$65,000.00	
Xerox Capitol Services, LLC Lease of copiers/scanners/printers (citywide multi-function devices) including supplies, maintenance & repairs.	\$350,000.00	
XO Communications Services, Inc. Internet service provider and related network and data center services.	\$100,000.00	

**TOTAL VEHICLES AND EQUIPMENT**

\$8,142,486.32
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**Office Supplies**

Office Depot Office supplies citywide.	\$134,755.00	
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**Postage**

Neopost, Inc. Postage	\$130,000.00	
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**Uniforms, Linens, Etc.**

Cintas Corporation #426 Uniforms: rental and laundry	\$121,788.00	
Galls, Inc. Uniforms and accessories. PD/CS/PW/FD	\$105,955.00	

**TOTAL POSTAGE, UNIFORMS AND SUPPLIES**

\$492,498.00
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**ENTERPRISE FUND OPERATIONS**

**Parking Operations**

IPS Group, Inc. Flexplay single space system for parking meters- includes parts, batteries, credit card transaction fee, management fee; secure gateway fee.	\$515,000.00	
Montage Beverly Hills Reimbursement for insurance premium & general maintenance for the public gardens parking facility/gardens building.	\$115,000.00	
Parking Concepts, Inc. Operation of several City parking facilities; monthly parking billing, collection and reporting services; valet services; holiday parking.	\$1,195,000.00	

**City of Beverly Hills**  
**Listing of Annual Blanket Purchase Orders 2016-2017**

**Exhibit - A**

Sentry Control Systems	\$277,000.00	
Preventive maintenance of the Parking access and revenue control system as needed for (time & material), hosting fee, replacement parts and equipment.		
Xerox State & Local Solutions, Inc.	\$1,400,000.00	
Parking citation processing & collection; maintenance for auto view (license plate reader) (\$650,000); photo red light enforcement program services (\$750,000).		
 <b>Solid Waste and Refuse Disposal</b>		
Recology Los Angeles	\$6,609,000.00	
Commercial and residential solid waste collection.		
 <b>Water System</b>		
Aclara Technologies, LLC.	\$59,950.00	
Parts, such as cables, mtu's (meter transmitting units), solar panels, etc., for water meters.		
Ferguson Enterprises, Inc.	\$200,000.00	
Neptune water meters repair parts & replacement of the Neptune water meters.		
Grainger	\$123,500.00	
Material and supplies such as small tools, parts, lubricant, cleaning fluids, plumbing, HVAC, construction and hardware, etc., for the various divisions of the Public Works Services Department.		
Graybar Electric Co. Inc.	\$106,000.00	
Electrical replacement parts, supplies, components for PLC upgrade (Water/Sewer); electrical parts, fixtures replacement for traffic signal and street light (Street Maintenance); and illumination lamps (Facilities).		
L A County Department of Public Works	\$97,500.00	
Maintenance of traffic signals, highway safety lights & illuminated street name signs (\$7,500); administration of industrial wastewater discharge program as required by EPA (\$90,000).		
<b>TOTAL ENTERPRISE FUND OPERATIONS:</b>		<b>\$10,697,950.00</b>
 <b>Library</b>		
Baker and Taylor, Inc.	\$142,604.70	
Book purchases.		
Brodart Company	\$68,495.60	
Library books lease program, library materials and supplies.		
Cengage Learning	\$170,689.78	
License content subscription, e-books, library serials.		
 <b>Recreation &amp; Parks</b>		
Asaf Kolin	\$60,000.00	
Youth soccer class and camp instruction.		
Billy W Smith dba Bevwood Fun Camp	\$80,000.00	
Youth basketball, volleyball camp and class instruction		
Brit West Soccer Inc	\$105,000.00	
Youth soccer camp and class instruction.		
Destination Science Camp	\$60,000.00	
Youth Science camp instruction		
Diego Cevallos dba Beverly Hills Aquatics	\$250,000.00	
Swim instruction and programs.		

**City of Beverly Hills**  
**Listing of Annual Blanket Purchase Orders 2016-2017**

**Exhibit - A**

**Landscape Maintenance**

Montage Beverly Hills Gardens Maintenance	\$144,233.94
Trugreen Landcare Landscape maintenance, weed abatement for Fire Suppression at City reservoirs and holiday program landscape maintenance.	\$450,200.00
West Coast Arborist, Inc. Tree trimming & maintenance of urban forest; tree replacement.	\$1,390,176.00

**TOTAL COMMUNITY SERVICES:**

\$2,921,400.02
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**Public Notices**

Beverly Hills Courier	\$133,600.00
Beverly Hills Weekly	\$103,400.00

**Consulting Services**

Athens Insurance Service Worker's compensation self-insurance administration services.	\$314,458.00
Bryan Cave HRO, LLP. Special counsel services on intellectual property.	\$100,000.00
Carl Warren Self-insurance administration services.	\$95,000.00
City of Glendale with <b>AGREEMENT</b> Crime laboratory services.	\$70,000.00
Dapeer, Rosenblit & Litvak, LLP. Municipal code prosecution counsel services.	\$400,000.00
G4S Secure Solutions (USA), Inc. Jailer service (staffing checkpoints, warrant service) operation and management of City jail.	\$605,375.67
HF&H Consultants, LLC Solid waste consultation.	\$110,000.00
PMAM Corporation Consulting services to manage and administer City's false alarm ordinance.	\$125,000.00
Richards, Watson & Gershon (\$1,139,100,000); reimbursables and services excluded in retainer (\$60,000).	\$2,054,100.00
Tegner-Miller Insurance Brokerage services (\$ 56,000) and insurance (\$3, 444,000) for the City.	\$3,500,000.00
White Nelson Diehl Evans LLP Auditing services.	\$65,727.00
Wittmann Enterprises, LLC. Ambulance billing and collection services.	\$64,800.00

**TOTAL CONSULTANTS AND SERVICES**

\$7,741,460.67
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**TOTAL:**

\$ 32,522,521.91
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