



AGENDA REPORT

Meeting Date: May 20, 2008
Item Number: F-12
To: Honorable Mayor & City Council
From: Scott Miller, Director of Administrative Services and CFO and
Noel Marquis, Assistant Director of Administrative Services
Subject: **APPROVALS RELATED TO VARIOUS CITY PURCHASING AND
BUDGET TRANSACTIONS AS DESCRIBED HEREIN.**
Attachments: 1. Agreements (3)

**ITEM A. APPROVAL OF A SMALL MUNICIPAL AND COUNTY ENTERPRISE
LICENSE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND ESRI FOR LICENSING OF LOCATIONAL SCIENCES
GEOGRAPHIC INFORMATION SYSTEMS SOFTWARE**

RECOMMENDATION

Staff recommends that the City Council approve the agreement with ESRI for a software license for Locational Sciences Geographic Information System in the annual amount of \$37,887.50.

INTRODUCTION

The City uses ESRI's Locational Sciences Geographic Information System (GIS) software to develop and implement our citywide GIS data system.

DISCUSSION

The agreement provides a 3 year license for use of the ESRI software in the amount of \$37,887.50 annually.

FISCAL IMPACT

Funds were budgeted and are available in the Information Technology Internal Service Fund for this purpose.

ITEM B. APPROVAL OF AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND LIEBERT CASSIDY WHITMORE, A PROFESSIONAL CORPORATION, FOR EMPLOYEE RELATIONS AND NEGOTIATION SERVICES; AND,

APPROVAL OF A CHANGE ORDER IN THE AMOUNT OF \$120,000 FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$180,000.

RECOMMENDATION

Staff recommends that the City Council approve the change order in the amount of \$120,000 to the purchase order to Libert Cassidy Whitmore for employee relations and negotiation services for a total not-to-exceed amount of \$180,000.

INTRODUCTION

Libert Cassidy Whitmore specializes in labor law and assists the City with labor relations and negotiations with various employee groups.

DISCUSSION

Because of the number and complexity of expiring memorandum's of understanding (MOU's) with various employee groups staff has needed to rely on the services of Libert Cassidy Whitmore to a much greater extend then in a normal year. As a result an increase in the amount of compensation allowed under the agreement is required.

FISCAL IMPACT

Funds were budgeted and are available in the Policy, Administration and Legal Internal Service Fund for this purpose.

ITEM C. APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$138,180.04 TO LOS ANGELES FREIGHTLINER FOR ONE REFUSE COLLECTION TRUCK.

RECOMMENDATION

Staff recommends that the City Council approve the purchase order to Los Angeles Freightliner for the purchase of one 17 – cubic-yard rear-loading refuse collection truck.

INTRODUCTION

Fleet Maintenance conducted a formal bid and received seven qualified bid proposals from three vendors.

DISCUSSION

A review of the bids by staff from Fleet Services and Solid Waste determined that the bid submitted by Los Angeles Freightliner was the most responsive to the City's needs and although not the lowest bid staff recommends acceptance of the Los Angeles Freightliner bid proposal.

FISCAL IMPACT

Funds were budgeted and are available in the Capital Assets Internal Service Fund for this purpose.

ITEM D. APPROVAL OF A CHANGE ORDER IN THE AMOUNT OF \$165,750 TO THE BLANKET PURCHASE ORDER TO WEST COAST ARBORISTS FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$1,905,750.

RECOMMENDATION

Staff recommends that the City Council approve a change order in the amount of \$165,750 to the blanket purchase order to West Coast Arborists for a total not-to-exceed of \$1,905,750.

INTRODUCTION

West Coast Arborists provides tree trimming services to the City on an as needed basis.

DISCUSSION

This change order will provide additional tree trimming services at Greystone Mansion.

FISCAL IMPACT

Funds were budgeted and are available within the Community Services budget of the General Fund.

ITEM E. APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$140,336.58 TO JAM SERVICES FOR THE PURCHASE OF LIGHT EMITTING DIODE (LED) TRAFFIC MODULES.

RECOMMENDATION

Staff recommends that the City Council approve the purchase order in the amount of \$140,336.58 to Jam Services for the purchase of LED traffic modules.

INTRODUCTION

On June 19, 2007 the City Council approved the purchase of Light Emitting Diode (LED) traffic modules with Jam Services to replace existing LED traffic signal modules throughout the City. The replacement was to be done in three phases. Phase one was completed on January 15, 2008.

DISCUSSION

Jam Services has agreed to expend the pricing as quoted on their bid dated May 21, 2007. As a result staff requests City Council approval to purchase the LED modules for the second phase of the project.

FISCAL IMPACT

Funds were budgeted and are available in the Infrastructure Capital Fund for this purpose.

ITEM F. APPROVAL OF A CHANGE ORDER IN THE AMOUNT OF \$2,500 TO THE BLANKET PURCHASE ORDER TO THE BEVERLY HILLS COURIER PUBLISHING CO., LLC FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$52,500.

RECOMMENDATION

Staff recommends that the City Council approve the change order in the amount of \$2,500 to the blanket purchase order to Beverly Hills courier Publishing Co., LLC for legal advertising and notices for a not-to-exceed total of \$562,500.

INTRODUCTION

The city has an agreement with the Beverly Hills Courier Publishing co., LLC for legal advertising and notices.

DISCUSSION

The requested amount will cover legal advertising and notices requirements until the end of the fiscal year.

FISCAL IMPACT

Funds were budgeted and are available in the City Clerk's budget of the General Fund for this purpose.

ITEM G. APPROVAL OF AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND ARNERICH MASSENA & ASSOCIATES, INC. FOR CONSULTANT SERVICES TO ASSIST CITY IN HIRING A FIRM TO DEVELOP A HEALTH CARE SAVINGS PLAN.

RECOMMENDATION

Staff recommends that the City Council approve the agreement in the amount of \$25,000 with Arnerich Massena & Associates, Inc.

INTRODUCTION

The expertise of Arnerich Massena & Associates, Inc. will be used to assist the City's Administrative Services Department in the identification of potential vendors, the preparation of a Request for Proposal (RFP) and the evaluation of the vendor proposals for the provision of an employee Health Care Savings Plan.

DISCUSSION

The Health Care Savings Plan is an employer-sponsored program that allows employees to save pre-tax money to pay post employment medical expenses and/or health insurance premiums. In general, HSA money can be used for a wider range of expenses than those provided by comprehensive insurance plans. HSAs cover routine doctors' appointments and prescriptions, and cash can be withdrawn to cover over-the-counter medicines, such as aspirin and antihistamines, weigh-loss programs, smoking cessation programs and chiropractic services. The City of Beverly Hills is in the process of identifying a vendor to assist with the institution of such a plan. As part of the process, Arnerich Massena & Associates, Inc. will perform various tasks including: needs analysis and project planning; Drafting of the RFP and vendor outreach; Analysis of the responses and recommendation; finalist selection and implementation. As part of the RFP process, the consultant will also inquire about each vendor's capability to provide a 401k plan to the City.

A 401k is an employer-sponsored retirement plan and is grouped into two categories: a Defined Benefit Plan and a Defined Contribution Plan. There are five attractive key benefits: Tax advantage, employer match option, investment customization and flexibility, portability and Loan and hardship withdrawals.

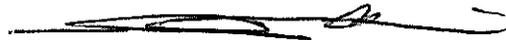
The City's Administrative Services Department is researching the two above programs to expand the range of health care and retirement options available to employees and thereby enhance the City's ability to attract and retain employees.

FISCAL IMPACT

Funds were budgeted and are available in the Policy, Administration and Legal Internal Service Fund for this purpose.



Noel Marquis
Finance Approval



Scott G. Miller
Approved By



SMALL MUNICIPAL AND COUNTY
ENTERPRISE LICENSE AGREEMENT
(E214 3/08)

ESRI, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

This Small Municipal and County Enterprise License Agreement (hereafter "ELA") is by and between the City of Beverly Hills ("Licensee") a Municipal Corporation with its principal place of business at 455 North Rexford Drive, Beverly Hills, CA 90201 and Environmental Systems Research Institute, Inc. ("ESRI"), with offices at 380 New York Street, Redlands, California 92373-8100. This ELA is effective ("Effective Date") as of the date of receipt of Licensee's Purchase Order citing this ELA. This ELA licenses certain ESRI Software, Data, Web Services, and Documentation and provides maintenance over a limited, fixed period of time from the Effective Date subject to a payment of fees and the terms of this ELA.

This ELA is composed of this signature page, the ELA Terms and Conditions, Exhibit 1 Scope of Use (E300), and the ELA Quotation, which together constitute the sole and entire agreement of the parties as to the subject matter set forth herein. This ELA supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to such subject matter. Except as provided in Section 9.1 Future Versions, any modifications or amendments to the ELA must be in writing and signed by an authorized representative of each party.

Licensee may accept this agreement by signing and returning this ELA with a Purchase Order. Licensee agrees that any different or additional terms or conditions in or with Licensee's Purchase Order shall not apply and the terms of the ELA shall govern.

Licensee will return this ELA and its Purchase Order to: Attn.: ESRI Customer Service, Dept. SG-ELA, 380 New York Street, Redlands, CA 92373-8100; e-mail to service@esri.com; or fax to 909-307-3083.

ACCEPTED AND AGREED:

Environmental Systems Research Institute, Inc.
(ESRI)

By: *Laura Dangermond*
Date: **MAY 07 2008**
Printed Name: Laura Dangermond

Title: ESRI Vice President

By: *Sharon Bealer*
Date: **MAY 07 2008**
Printed Name: Sharon Bealer

Title: ESRI Assistant Secretary

City of Beverly Hills, CA
(Licensee)

By: _____
Date: _____
Printed Name: _____

Title: _____

By: _____
Date: _____
Printed Name: _____

Title: _____

Note: additional signatures/Licensee approvals are attached

Licensee Contact Information

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, ZIP: _____

E-mail: _____

ELA Quotation Number: _____

ESRI Contract Number: _____

[City signatures continued from ESRI Small Municipal and County Enterprise License Agreement]

APPROVED AS TO FORM:

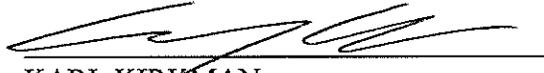


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



DAVID SCHIRMER
Chief Information Officer



KARL KIRKMAN
Risk Manager

ELA TERMS AND CONDITIONS

ARTICLE 1—DEFINITIONS

Definitions. The terms used are defined as follows:

- "Data," except as otherwise provided herein, means any ESRI or third-party data vendor(s) digital dataset(s) including, but not limited to, geographic, vector data coordinates, raster, reports, or associated tabular attributes.
- "Deploy," "Deployed," or "Deployment" means to redistribute and install or the redistribution and installation of the Enterprise Software or its having been redistributed and installed by Licensee on Licensee's hardware.
- "Documentation" means all of the printed and digital materials including, but not limited to, help files, user reference documentation, training documentation, or technical information and briefings.
- "ELA Maintenance" means Tier 2 Support, updates, and patches provided by ESRI to Licensee for the Enterprise Software.
- "ELA Fee" means the fee set forth in the ELA Quotation.
- "ELA Quotation" means the Small Municipal and County ELA offer letter and ESRI quote form.
- "Enterprise Software" means the Software, Data, Web Services, and Documentation identified in the ELA Quotation as Enterprise Software.
- "Incident" means a failure of the Software to operate according to the Documentation in which such failure substantially impacts operational or functional performance.
- "License Agreement" and "ELA" are used interchangeably and mean the license terms and conditions including Exhibit 1 Scope of Use (E300) that apply to Enterprise Software provided to Licensee by ESRI under this agreement.
- "Software" means the actual copy of all or any portion of ESRI's proprietary software technology, accessed or downloaded from an authorized ESRI Web site, or delivered on any media, in any format, including backups, updates, service packs, patches, hot fixes, sample code, sample application, add-on, sample extension, or merged copies permitted hereunder.
- "Technical Support" means a process to attempt to resolve reported Incidents through error correction; patches; hot fixes; workarounds; replacement deliveries; or any other type of Software, Data, or Documentation corrections or modifications.
- "Tier 1 Help Desk" means Licensee point of contact from which all Tier 1 Support will be given to Licensee.
- "Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Licensee in attempted resolution of reported Incidents.
- "Tier 2 Support" means the Technical Support provided by ESRI to the Tier 1 Help Desk when the Incident cannot be resolved through Tier 1 Support.
- "Web Services" means software services or third-party data components that perform geographic information system (GIS) functions, tasks, or data services and are accessed over the Internet excluding Virtual Campus.

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- e. Licensee shall not redistribute the Software registration number/license authorization file(s), developer license file(s), or Web Services access codes.
- f. Licensee shall not use the Software or Web Services to transfer or exchange any material in which such transfer or exchange is prohibited by intellectual property laws or any other applicable laws.
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- c. ESRI has sole control of the defense of any actions and negotiations related to the defense or settlement of any claim; and
- d. Licensee cooperates fully in the defense of the claim.

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THE FOREGOING STATES THE ENTIRE OBLIGATION OF ESRI WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

ARTICLE 9—GENERAL PROVISIONS

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9.2 Export Control Regulations. Licensee expressly acknowledges and agrees that Licensee shall not export, reexport, transfer, or release the Enterprise Software, in whole or in part, to (i) any U.S. embargoed country (or to national or resident of any U.S. embargoed country); (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Table of Denial Orders; or (iv) any person or entity to whom such export, reexport, or provision violates any U.S. export control laws or regulations including, but not limited to, the terms of any export license or licensing provision and any amendments and supplemental additions to U.S. export laws as they may occur from time to time.

9.3 Taxes and Fees. License fees quoted to Licensee are exclusive of any and all taxes or fees including, but not limited to, sales tax or use tax.

9.4 No Implied Waivers. The failure of either party to enforce any provision of this ELA shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

9.5 Severability. The parties mutually agree that if any provision of this ELA is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

9.6 Counterparts. This ELA may be executed in counterparts, all of which, taken together, shall be deemed one (1) original document.

9.7 Successor and Assigns. Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate its obligations under this ELA without ESRI's prior written consent, and any attempt to do so without consent shall be void. This ELA shall be binding upon the respective successors and assigns of the parties to this ELA.

9.8 Survival of Terms. The provisions of Articles 2, 4.2, 5, 6, 7, 8, and 9 of this ELA shall survive the expiration or termination of this ELA.

9.9 Equitable Relief. The parties agree that any breach of this ELA may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, a party shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction.

9.10 Governing Law. This ELA shall be governed by and construed in accordance with the laws of the state in which Licensee is located without reference to conflict of laws principles, except that U.S. federal law shall govern in matters of intellectual property.

ARTICLE 10—ELA MAINTENANCE

ELA Maintenance for Software provided under this ELA is included with the ELA Fee. ELA Maintenance includes standard maintenance benefits specified in the most current applicable ESRI U.S. Software Maintenance Program document (found at www.esri.com/legal) as modified by this Article 10—ELA Maintenance. ELA Maintenance does not include Technical Support for Web Services.

a. Tier 1 Support Provided by Licensee

- (1) Licensee shall provide Tier 1 Support through the Tier 1 Help Desk to all Licensee's authorized users.
- (2) The Tier 1 Help Desk shall use analysts fully trained in the Software they are supporting.
- (3) At a minimum, Tier 1 Support shall include those activities that assist Licensee in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
- (4) Tier 1 Support analysts shall be the initial points of contact for all questions and Incidents. Tier 1 Support analysts shall obtain a full description of each reported Incident and the system configuration from Licensee. This may include obtaining any customizations, code samples, or Data involved, if applicable, to the Incident. Analysts shall also use any other information and databases they may develop to satisfactorily resolve Incidents.
- (5) If the Tier 1 Help Desk cannot resolve the Incident, an authorized Tier 1 Help Desk individual may contact ESRI Technical Support. The Tier 1 Help Desk shall provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensee.
- (6) Tier 1 Help Desk individuals identified by Licensee are the only individuals authorized to contact ESRI directly for Tier 2 Support. Licensee may revise named individuals by written notice.

b. Tier 2 Support Provided by ESRI

- (1) ESRI shall log calls received from the Tier 1 Help Desk individuals.
- (2) ESRI shall attempt to resolve the Incident by assisting the Tier 1 Help Desk individuals.
- (3) When the Incident is resolved, ESRI shall communicate the information to the Tier 1 Help Desk individuals, and the Tier 1 Help Desk shall disseminate the resolution to Licensee.

ESRI may, at ESRI's sole discretion, make patches, hot fixes, or updates available for downloading from ESRI's Web site or deliver them on media.

ARTICLE 11—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

11.1 Purchase Orders, Delivery, and Deployment

- a. Licensee shall issue a Purchase Order upon execution of the ELA and annually thereafter in accordance with the payment schedule. Payment shall be due and payable within thirty (30) days of the anniversary date of the Effective Date, with the initial payment due within thirty (30) days of execution of the ELA.
- b. Upon receipt of the initial Purchase Order from Licensee, ESRI shall deliver two (2) sets of media containing the Software, Data, and Documentation to Licensee for Deployment activities. ESRI shall ship the media to the ship-to address identified on the Purchase Order, FOB Destination, with shipping charges prepaid. Licensee may purchase

additional media sets at the prices in effect at the time of purchase.

- c. ESRI shall provide Licensee with up to ten (10) hardware keys. Additional hardware keys may be ordered at the prices in effect at the time of purchase.
- d. ESRI shall provide registration numbers or keycodes, as applicable, to activate the nondestructive copy protection program that enables the Software to operate.
- e. Licensee shall Deploy, install, configure, and track installation of the Software and Data.

11.2 Purchase Order Requirements

- a. All orders pertaining to this ELA shall be processed through Licensee's centralized point of contact.
- b. The following information shall be included in each Purchase Order:
 - (1) Licensee name, ESRI customer number, if known, and bill-to and ship-to addresses
 - (2) Purchase Order number
 - (3) Applicable annual payment due
 - (4) On the face page of its Purchase Order (or ordering document), Licensee shall insert: THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY ELA, AND ANY DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS IN OR WITH THIS PURCHASE ORDER SHALL NOT APPLY.

ARTICLE 12—ENDORSEMENT AND PUBLICITY

This ELA shall not be construed or interpreted as an exclusive dealings agreement or an endorsement of ESRI by Licensee. Licensee agrees that upon execution of the ELA, ESRI may publicize the existence of this ELA with Licensee.

ARTICLE 13—ADMINISTRATIVE REQUIREMENTS

13.1 OEM Licenses. If Licensee obtains Software, Data, Web Services, or any component thereof as part of an original equipment manufacturer (OEM) software program or product developed and licensed by an OEM business partner of ESRI, Licensee shall not be entitled to or seek any discount from the OEM business partner or ESRI, directly or indirectly, as a result of or based on the availability of such Software, Data, or Web Services, as Enterprise Software under this ELA. In addition, such Software, Data, Web Services, or any component thereof included in the OEM software program or product will be licensed through the license agreement provided by the OEM business partner and not through this ELA.

13.2 Product Obsolescence. During the term of this ELA, some Enterprise Software items may become obsolete, may no longer be commercially offered, or may no longer be available for unlimited quantity Deployment. Licensee may continue to use such Enterprise Software that has been Deployed for the term of the ELA, but updates for such obsolete Enterprise Software may not be available. ESRI's Life Cycle Support Policy, available at <http://support.esri.com/index.cfm?fa=knowledgebase.productLifeCycles.gateway>, defines the support phases and overall support plans. ELA Maintenance shall be subject to the Product Life Cycle Support Status, which can be found at <http://support.esri.com/index.cfm?fa=software.gateway> by selecting the product type, then clicking the Product Life Cycle link for specific product plans.

13.3 Renewal. Upon expiration of this ELA, the parties will evaluate Licensee's requirements. Any follow-on ELA will be offered in accordance with license terms and condition and pricing then in effect and based upon Licensee's then current population count.



EXHIBIT 1
SCOPE OF USE
(E300 5/07B)

ESRI, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

The scope of use for each ESRI Software identified below is described in the applicable footnotes listed in parentheses.

Desktop GIS

- ArcReader (1 and 20)
- ArcView (either 1, 2, or 6 and 17)
- ArcEditor (either 1, 2, or 6 and 17 and 26)
- ArcInfo (either 2 or 6 and 17, and 26)
- ArcGIS Desktop Extensions (7)
- ArcView 3.x and Extensions (1, 7, and 17)

Server GIS

- ArcGIS Server and Extensions
 - Workgroup (either 3, 5, or 6 and 7, 8, 9, 28, 29, 30, 32, 38, 39, and 40)
 - Enterprise (3, 4, 5, or 6 and 7, 8, 9, 27, 31, 38, 39, and 40)
- ArcIMS
 - ArcIMS and Extensions (either 3, 4, 5, or 6 and 7, 8, 10, and 31)
 - ArcIMS ArcMap Server (either 3, 4, 5, or 6 and 31)
- Tracking Server (5 and 31)
- ArcGIS Image Server and Extensions (either 3, 4, 5, or 6 and 7, 8, 31, 41, and 42)
- RouteMAP IMS (either 3, 4, or 5 and 8, 15, and 31)

Mobile GIS

- ArcPad (1, 12, and 13)
- ArcPad Application Builder (1)
- ArcGIS Mobile ADF Application Deployments (1, 15, and 16)

Developer GIS

- ESRI Developer Network (EDN) Software, Web Services, and Data (6, 7, 24, 25, 33, 34, 35, and 36)
- ArcGIS Engine Developer Kit (either 1 or 6 and 14, 15, 22 and 43)
 - Extensions (7)
- ArcGIS Engine Runtime (1, 15, and 22)
 - Extensions (7)
- MapObjects—Windows Edition (1, 14, 15, 16, and 18)
- MapObjects—Java Edition (1, 5, 8, 15, 18, and 19)
- MapObjects LT (1, 14, and 16)

- NetEngine (1, 5, and 15)
- NetEngine Internet (5)

GIS Viewers and Connectors

- ArcExplorer—Java and Windows Editions (1 and 20)
- ArcGIS Explorer (1 and 20)
- ArcGIS For AutoCAD (1 and 20)

Business GIS

- ArcGIS Business Analyst (either 1 or 2)
- ArcView Business Analyst (1)
- ArcLogistics Route (either 1 or 2 and 11)
- BusinessMAP (1)

Cartographic Production

- Maplex (1)
- Military Overlay Editor (1)
- Production Line Tool Set (PLTS) for ArcGIS, GIS Data ReViewer, Job Tracking for ArcGIS (JTX) (either 1 or 2), Job Tracking for ArcGIS Server (either 4 or 5 and 7)

Web Services

- ArcGIS Online (6, 25, 33, 34, and 35)
- ArcWeb Services (6, 16, 25, and 36)

Data

- ESRI Map Data (either 1 or 5 and 23 and 37)
- Demographic Data (either 1 or 5)
 - CommunityInfo
 - Retail Marketplace
 - Consumer Expenditure
- Community Tapestry Data
 - For Appending to Customer Records (6 and 21)
 - For Area Profiles (either 1 or 2 and 21)
- Community Coder (6 and 21)
- *Sourcebook•America* (1)
- Portfolio Product Suite (1)
- ArcGIS Data Appliance (6, 23, and 25)
- ArcGIS Data Appliance (Server Bundle) (6, 23, and 25)
- ArcGIS Data Appliance (Data Only) (6, 23, and 25)

1. "Single Use License." Licensee may permit a single authorized end user to install and use the Software, Data, and Documentation on a single computer for use by that end user on the computer on which the Software is installed. Remote access is not permitted. Licensee may permit the single authorized end user to make a second copy for end user's exclusive use on a portable computer so long as only one (1) copy of the Software, Data, and Documentation is in use at any one time.

2. "Concurrent Use License." Licensee may install and use the Software, Data, and Documentation on computer(s) on a network, but the number of simultaneous users may not exceed the number of licenses acquired.
3. "Development Server License." Licensee may install and use the Software on a single computer to design and build applications that interface with or utilize server Software as described in the Documentation.
4. "Staging Server License." In addition to the Development Server License Rights, Licensee may use and install the Software for the following purposes: user acceptance testing, performance testing, load testing of other third-party software, staging new commercial data updates, and training activities.
5. "Deployment Server License." In addition to the Staging Server License Rights, Licensee may install and use the Software or Data to provide services to multiple users on the same or other computer(s).
6. "Term License." Licensee may use the subscription(s), Software, Web Services, and Data for a limited time period or while Licensee has available credits or transactions to use the subscription(s), Software, Web Services, and Data as described in the Documentation. When the license term, subscription, credits, or transactions expire, Licensee must either stop using the subscription(s), Software, Web Services, and Data, and uninstall/clear data cache or renew or extend the license upon payment of applicable fees.
7. Extensions to Software programs follow the same scope of use as that granted for the corresponding Software programs.
8. The administration tools for the Software may be copied and redistributed throughout Licensee's organization.
9. User-developed ArcGIS Server administration tools may be copied throughout Licensee's organization, but the ArcCatalog application (found in ArcGIS Desktop) may not be copied.
10. The ArcIMS license includes the right to deploy MapObjects—Windows Edition applications on the Internet or intranet. Licensee shall not develop client/server solutions with the ArcIMS Java Archive (JAR) files without a license for the MapObjects—Java Edition Developer Kit.
11. ESRI and its licensor(s) grant Licensee a nonexclusive, nontransferable, limited license to use, copy, and prepare derivative works by
 - a. Translating "alroute.mld" (hereinafter "Dictionary") from the original text in the English language; and
 - b. Editing Tele Atlas (TA) Data included within ArcLogistics Route.

The license grant is conditioned as follows:

- a. The derivative works are for Licensee's internal use only;
- b. ESRI and its licensor(s) retain all exclusive right, title, and interest in and to benefits from the derivative works; and
- c. Licensee expressly waives and relinquishes any and all ownership including, but not limited to, copyright, moral rights, or any other statutory or common law claims to the derivative works.

Licensee shall not translate, modify, or edit in any way the software name "ArcLogistics Route," any software logo, any third-party software, any text other than the Dictionary, or any Data other than TA Data. Additional license fees are required if ArcLogistics Route with Data is to be accessed by more than one (1) ArcLogistics Route licensee.

12. ArcPad SOFTWARE IS NOT LICENSED FOR NAVIGATIONAL USE.
13. "Dual Use License" means the Software may be installed on a desktop computer and may be used simultaneously with either a personal digital assistant (PDA) or handheld mobile computer so long as the Software is only used by a single individual at any one (1) time.
14. Developers must include the following attribution with any deployed MapObjects application: "Portions of this computer program are owned by LizardTech, Inc., and are Copyright © 1995–2002 LizardTech, Inc., and/or the University of California. All rights reserved. U.S. Patent No. 5,710,835."
15. Deployment licenses for desktop or Internet application(s) may be subject to payment of additional license fees.
16. Licensee may deliver applications to its sublicensee(s) provided Licensee uses a written sublicense agreement that protects ESRI's rights in its Software, Data, Web Services, and Documentation to the same extent as the ESRI License Agreement including, but not limited to, the following terms:
 - a. Sublicensee may not reverse engineer, decompile, or disassemble the ESRI Software, Data, Web Services, or Documentation, except to the extent permitted by applicable law; copy for commercial use; transfer; or assign its rights under the license grant;
 - b. Sublicensee may not use any ESRI Software, Data, Web Services, or Documentation, in whole or in part, separate from Licensee's executable application; and
 - c. Third-party dependent or required components are redistributable subject to permission from the owner or author.

17. Licensee may use Business Objects Crystal Reports software only with the ArcGIS Desktop Software with which it was acquired and subject to the Crystal Reports Professional License Agreement available on the media. However, for use of Crystal Reports software with Concurrent Use licenses, Licensee may install and use a Crystal Reports license on any computer on the network on which the ArcGIS Desktop Concurrent Use Software is used. However, it may only be used with the ESRI Software with which it was acquired. Licensee may not use a software program or system to cache or queue report requests.
18. The Deployment license is per application per computer.
19. The MapObjects—Java Edition contains Java Archive files, which indicate they are authentic ESRI-certificated files when used over the Internet. Licensee shall not use ESRI certification or reference ESRI as a source of trusted content in any modified MapObjects Java Archive files. Licensee may deploy the unmodified Java class ESRI certified libraries as an integral part of the Licensee's application(s).
20. Licensee may reproduce and deploy the Software provided all of the following occur: (a) The Software is reproduced and deployed in its entirety; (b) a license agreement accompanies each copy of the Software that protects the Software to the same extent as the ESRI License Agreement, and the recipient agrees to be bound by the terms and conditions of the license agreement; (c) all copyright and trademark attributions/notices are reproduced; and (d) there is no charge or fee attributable to the use of the Software.
21. Licensee shall not withhold any substantial right (e.g., extension of credit) from any individual based solely on the individual's place of residence, as profiled in the Community Tapestry market segmentation system.
22. (a) ArcGIS Engine Runtime licenses shall not be used for Internet and Server development and deployment. (b) An end user must license either ArcGIS Engine Runtime Software or other ArcGIS Desktop Software (ArcView, ArcEditor, or ArcInfo) to obtain the right to run an ArcGIS Engine application on one (1) computer. (c) The ArcGIS Engine Runtime extensions shall not be used in combination with ArcGIS Desktop Software to run ArcGIS Engine applications. A single user can have multiple applications installed on one (1) computer for use only by that end user.
23. Licensee may redistribute the Data as described in the Redistribution Rights Matrix available at <http://www.esri.com/legal/>, in the Help system, or in supporting metadata files, subject to the specific attribution descriptions and requirements for the dataset accessed.
24. EDN Software, Web Services, and Data may only be used by one (1) named developer per subscription solely for the purposes of research, development, testing, and demonstration of a prototype application. EDN Software and Data may be installed on multiple computers for use by any named EDN developer.
25. Use of any third-party owned data that is included in ArcGIS Online, ArcGIS Data Appliance data product(s), or ArcWeb Services shall be subject to the Use of Data Restrictions found at <http://www.esri.com/legal/>, which may be modified by ESRI from time to time. If a modification is unacceptable to Licensee, Licensee may cancel the subscription upon written notice to ESRI. If Licensee continues to use the Web Services, Licensee will be deemed to have accepted the modification.
26. ArcSDE Personal is restricted to four (4) gigabytes of data.
27. ArcGIS Server Web ADF Runtime Software may not be deployed independent of Licensee's ArcGIS Server Enterprise configuration.
28. Limited to ten (10) concurrent end users of non ArcGIS Server applications. This restriction includes use of ArcGIS Desktop Products, ArcGIS Engine Products, and third party applications that connect directly to any ArcGIS Server geodatabase.
29. Can only be used with SQL Server 2005 Express.
30. Restricted to a maximum total of four (4) gigabytes of data.
31. Redundant Software installation(s) for failover operations may be implemented during the period the primary site is nonoperational. The redundant Software installation(s) shall remain dormant except for system maintenance and updating of databases while the primary site or any other redundant site is operational.
32. No redundant Software installation is permitted.
33. ArcGIS Online may only be utilized in conjunction with ArcGIS Desktop Software and ArcGIS Explorer Software.
34. Licensee's organization is limited to the number of specified credits, transactions, geography, or number of users as described in the online product description.
35. Licensed end users shall not share client-side data cache derived from ArcGIS Online with other licensed end users or third parties.
36. Licensee may not download or store resulting data or information except for results derived from using ArcWeb Services Address Manager.
37. Data provided with StreetMap may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or calculating an alternate route if a turn is missed.
38. ArcGIS Server 3 D extension included with ArcGIS Server (Workgroup or Enterprise) Standard and Advanced may only be used for generating globe data cache(s), or publishing a globe document as an ArcGIS Globe Service. No other use of

the ArcGIS Server 3D Extension Software is permitted with ArcGIS Server Standard. ArcGIS Server 3D Extension can be used with ArcGIS Server Advanced if the additional license fees for the 3D extension have been paid.

39. Any editing functionality included with ArcGIS Server (Workgroup or Enterprise) is permitted for use only with ArcGIS Server Advanced.
40. Geospatial Enterprise JavaBeans (EJB) provided with ArcGIS Server (Workgroup or Enterprise) are permitted for use only with ArcGIS Server Advanced.
41. ArcGIS Image Server Seamline and Orthorectification extensions, included with ArcGIS Image Server, can only be used with ArcGIS Image Server if the additional license fees for the extensions have been paid.
42. Licensee has the right to one (1) desktop deployment of the ArcGIS Image Server Service Editor for every two sockets of ArcGIS Image Server licensed. Additional Service Editor desktop deployments can be licensed for an additional fee. Licensee has the right to use the Seamline and Orthorectification extensions with the desktop deployment of Service Editor, provided the appropriate Seamline and Orthorectification Extension license fees have been paid. Licensee must have a separate license of the Seamline and Orthorectification extensions for each additional Service Editor Deployment.
43. Licensee may develop an unlimited number of applications on a single computer and deliver the applications to end users with or without the Engine Runtime Software.

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND LIEBERT CASSIDY
WHITMORE, A PROFESSIONAL CORPORATION, FOR
EMPLOYEE RELATIONS AND NEGOTIATION SERVICES

This Amendment No. 1 is to that certain Agreement, dated November 21, 2006 and identified as Contract No. 434-06, (the "Agreement"), copies of which are on file in the office of the City Clerk, between the City of Beverly Hills, a municipal corporation ("CITY") and Liebert Cassidy Whitmore, a professional corporation ("CONSULTANT") for employee relations and negotiation services.

RECITALS

A. CITY entered into a written Agreement, dated November 21, 2006 for employee relations and negotiation services.

B. CITY desires to increase the Consideration of the Agreement for additional services.

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

Section 1. Section 2 of the Agreement shall be amended to read as follows:

"2. For Attorney's aforesaid services performed under this Agreement, City shall pay Attorney a professional fee not to exceed Two Hundred Forty Thousand Dollars (\$240,000) for the term of the Agreement at the rates set forth in Exhibit A, attached hereto and incorporated herein. Attorney shall bill City in one-tenth (1/10) of an hour increments."

IN WITNESS WHEREOF, the parties have executed this Agreement as of the

_____ day of _____, 200__.

CITY OF BEVERLY HILLS
A Municipal Corporation

BARRY BRUCKER
Mayor of the City of
Beverly Hills, California

ATTEST:

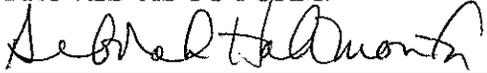
_____(SEAL)
BYRON POPE
City Clerk

ATTORNEY: LIEBERT CASSIDY
WHITMORE



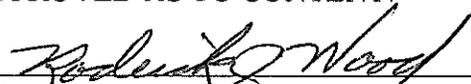
MELANIE POTURICA
Managing Partner/President

APPROVED AS TO FORM:



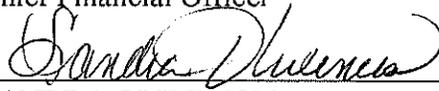
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



RODERICK J. WOOD
City Manager

SCOTT G. MILLER
Director of Administrative Services/
Chief Financial Officer



SANDRA OLIVENCIA
Assistant Director of Administrative
Services/Human Resources



KARL KIRKMAN
Risk Manager

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
BEVERLY HILLS AND ARNERICH MASSENA & ASSOCIATES,
INC. FOR CONSULTANT SERVICES TO ASSIST CITY IN HIRING
A FIRM TO DEVELOP A HEALTH CARE SAVINGS PLAN

NAME OF CONSULTANT: Arnerich Massena & Associates, Inc.

RESPONSIBLE PRINCIPAL
OF CONSULTANT: Clint Benson

CONSULTANT'S ADDRESS: 2045 NE Martin Luther King, Jr. Blvd.
Portland, OR 97212

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Neil Comelo
Personnel Manager

COMMENCEMENT DATE: May 7, 2008

TERMINATION DATE: June 30, 2009
unless extended pursuant to Section 2
of the Agreement

CONSIDERATION: \$25,000 (includes all expenses)

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
BEVERLY HILLS AND ARNERICH MASSENA & ASSOCIATES,
INC. FOR CONSULTANT SERVICES TO ASSIST CITY IN HIRING
A FIRM TO DEVELOP A HEALTH CARE SAVINGS PLAN

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Arnerich Massena & Associates, Inc. (hereinafter called "CONSULTANT").

RECITALS

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

B. CONSULTANT represents that it is qualified and able to perform the services.

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. Time of Performance. CONSULTANT shall perform the services on or by the Termination Date set forth above. The City Manager or his designee may extend the time of performance in writing pursuant to the same terms and conditions of the Agreement.

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. 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, attached hereto and incorporated herein.

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. CONSULTANT shall not assign or attempt to assign any portion of this Agreement without the prior written approval of CITY.

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 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. All personnel engaged in the work shall be qualified to perform such services.

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

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

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

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

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

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

(i) The insurance provided by CONSULTANT shall be primary to any coverage available to 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) CITY may cancel this Agreement at any time upon five (5) days written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice.

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

Section 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. 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 14. 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 15. Notice. Any notice required to be given to CONSULTANT shall be deemed duly and properly given upon delivery, if sent to CONSULTANT postage prepaid to the CONSULTANT's address set forth above or personally delivered to CONSULTANT at such address or other address specified to CITY in writing by CONSULTANT.

Any notice required to be given to CITY shall be deemed duly and properly given upon delivery, if sent to CITY postage prepaid to CITY's address set forth above or personally delivered to CITY at such address or other address specified to CONSULTANT in writing by CITY.

Section 16. 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 17. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

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

Section 19. 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 _____ 200__, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

BARRY BRUCKER
Mayor of the City of
Beverly Hills, California

CONSULTANT: ARNERICH MASSENA &
ASSOCIATES, INC.

TONY ARNERICH
Chief Executive Officer

LYNN SPRUILL
Chief Operating Officer/Chief Financial Officer

APPROVED AS TO FORM

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD
City Manager

SCOTT G. MILLER
Director of Administrative Services/
Chief Financial Officer

KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF SERVICES

CONSULTANT shall perform the following services related to conducting a Request for Proposal process to identify and retain a qualified provider of a Health Care Savings Plan.

- a) Project Planning and Needs Analysis:
Construction of the Project Plan
An updated Project Plan will be developed, outlining all required project tasks for the entire process. This step includes establishing due dates and responsibilities and serves as a road map in the service provider evaluation process.
- b) RFP Drafting and Provider Selection
Draft Request for Proposal (RFP) subject to CITY's approval.
CONSULTANT shall develop a comprehensive RFP based on the CITY's goals, objectives and specific investment and service needs. The RFP shall conform to the CITY's standard contractual requirements.
- RFP recipients selected
CONSULTANT shall work with CITY to develop a list of providers who will receive the RFP. CONSULTANT shall distribute the RFP to those on the final list.
- c) Analysis/Reporting
RFP response analysis:
CONSULTANT shall complete a detailed analysis and comparison of responding service providers, which shall include a comprehensive evaluation of services, fees, organizational profiles, and investment funds. CONSULTANT shall provide CITY with a detailed matrix which will allow CITY to compare services easily. CONSULTANT shall attempt to identify the charges and hidden costs so that CITY can be sure that fees are disclosed and included in CITY's decision making process.
- d) Finalist Selection and Presentation
Finalist selection (if required)
A "short list" of finalists will be selected.
- Finalist presentation:
CONSULTANT shall coordinate the final vendor presentations. CITY shall receive:
- Summary of CONSULTANT's analysis and selection criteria

- Service provider presentation outline and a process for evaluating presentations
- Watch-list of weaknesses and questions to explore further with service providers
- Evaluation form to assess the various service providers

e) Fee and Service Assistance

- Fee and service negotiation: throughout the evaluation process, CONSULTANT shall negotiate fees and services with services providers on CITY's behalf.
- Industry fee analysis: CONSULTANT shall verify that the most competitive fee and service package is provided.
- Contract assistance: CONSULTANT shall work with CITY's legal counsel to ensure that service providers' contracts fairly represent CITY's interests.

f) Presentation of Results

Presentation to stakeholders: CONSULTANT shall make an in-person presentation to employee representatives.

g) Implementation/Transition

- Implementation/transition planning: throughout the transition process, CONSULTANT will monitor the preset timeline and task completion goals
- Communication channel: CONSULTANT shall facilitate communication among all parties involved.
- Record transfer check: CONSULTANT shall assist in providing a timely transfer of records.
- Plan launch: CONSULTANT shall coordinate the rollout of new products and services.

Performance Schedule

CONSULTANT shall perform the services in accordance with the Performance Schedule attached hereto and incorporated herein as Attachment I.

EXHIBIT B

Schedule of Payment

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



CERTIFICATE OF INSURANCE

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

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

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

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

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

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

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

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

DATE: _____

BY: _____
 Authorized Insurance Representative

AGENCY: _____

TITLE: _____
 ADDRESS: _____

FORM ADV

Uniform Application for Investment Adviser Registration

Part II - Page 1

OMB APPROVAL	
OMB Number:	3235-0049
Expires:	July 31, 2008
Estimated average burden	
hours per response9.402	

Name of Investment Adviser: Arnerich Massena & Associates, Inc.				
Address: (Number and Street)	(City)	(State)	(Zip Code)	Area Code: Telephone Number:
2045 NE Martin Luther King Jr. Blvd	Portland	OR	97212	(503) 239-0475

This part of Form ADV gives information about the investment adviser and its business for the use of clients.
The information has not been approved or verified by any government authority.

Table of Contents

<u>Item Number</u>	<u>Item</u>	<u>Page</u>
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2	Types of Clients	2
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4	Methods of Analysis, Sources of Information and Investment Strategies	3
5	Education and Business Standards	4
6	Education and Business Background	4
7	Other Business Activities	4
8	Other Financial Industry Activities or Affiliations	4
9	Participation or Interest in Client Transactions	5
10	Conditions for Managing Accounts	5
11	Review of Accounts	5
12	Investment or Brokerage Discretion	6
13	Additional Compensation	6
14	Balance Sheet	6
	Continuation Sheet	Schedule F
	Balance Sheet, if required	Schedule G

(Schedules A, B, C, D, and E are included with Part I of this Form, for the use of regulatory bodies, and are not distributed to clients.)

Potential persons who are to respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB control number.

FORM ADV
Part II - Page 2

Applicant: Arnerich Massena & Associates, Inc.	SEC File Number: 801-61109	Date: March 21, 2008
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Definitions for Part II

Related person - Any officer, director or partner of applicant or any person directly or indirectly controlling, controlled by, or under common control with the applicant, including any non-clerical, non-ministerial employee.

Investment Supervisory Services - Giving continuous investment advice to a client (or making investments for the client) based on the individual needs of the client. Individual needs include, for example, the nature of other client assets and the client's personal and family obligations.

<p>1. A. Advisory Services and Fees. (check the applicable boxes)</p>		<p>For each type of service provided, state the approximate % of total advisory billings from that service. (See instruction below.)</p>	
<p>Applicant:</p>			
<input checked="" type="checkbox"/>	(1) Provides investment supervisory services		15%
<input type="checkbox"/>	(2) Manages investment advisory accounts not involving investment supervisory services		%
<input checked="" type="checkbox"/>	(3) Furnishes investment advice through consultations not included in either service described above		85%
<input type="checkbox"/>	(4) Issues periodicals about securities by subscription		%
<input type="checkbox"/>	(5) Issues special reports about securities not included in any service described above		%
<input type="checkbox"/>	(6) Issues, not as part of any service described above, any charts, graphs, formulas, or other devices, which clients may use to evaluate securities		%
<input type="checkbox"/>	(7) On more than an occasional basis, furnishes advice to clients on matters not involving securities		%
<input type="checkbox"/>	(8) Provides a timing service		%
<input type="checkbox"/>	(9) Furnishes advice about securities in any manner not described above		%
<p>(Percentages should be based on applicant's last fiscal year. If applicant has not completed its first fiscal year, provide estimates of advisory billings for that year and state that the percentages are estimates.)</p>			
<p>B. Does the applicant call any of the services it checked above financial planning or some similar term?</p>			<p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>
<p>C. Applicant offers investment advisory services for: (check all that apply):</p>			
<input checked="" type="checkbox"/>	(1) A percentage of assets under management	<input type="checkbox"/>	(4) Subscription fees
<input checked="" type="checkbox"/>	(2) Hourly charges	<input type="checkbox"/>	(5) Commissions
<input checked="" type="checkbox"/>	(3) Fixed fees (not including subscription fees)	<input checked="" type="checkbox"/>	(6) Other - Percentage of Consulting Assets Under Mgmt
<p>D. For each checked box in A above, describe on Schedule F:</p> <ul style="list-style-type: none"> the services provided, including the name of any publication or report issued by the adviser on a subscription basis or for a fee applicant's basic fee schedule, how fees are charged and whether its fees are negotiable when compensation is payable, and if compensation is payable before service is provided, how a client may get a refund or may terminate an investment advisory contract before its expiration date 			
<p>2. Types of Clients - Applicant generally provides investment advice to: (check those that apply)</p>			
<input checked="" type="checkbox"/>	A. Individuals	<input checked="" type="checkbox"/>	E. Trusts, estates, or charitable organizations
<input checked="" type="checkbox"/>	B. Banks or thrift institutions	<input checked="" type="checkbox"/>	F. Corporations or business entities other than those listed above
<input type="checkbox"/>	C. Investment companies	<input type="checkbox"/>	G. Other (describe on Schedule F)
<input checked="" type="checkbox"/>	D. Pension and profit sharing plans		

Answer all items. Complete amended pages in full, circle amended items and file with execution page (page 1).

FORM ADV

Part II - Page 3

Applicant: Arnerich Massena & Associates, Inc.	SEC File Number: 801-61109	Date: March 21, 2008
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3. Types of Investments. Applicant offers advice on the following: (check those that apply)

- | | |
|--|--|
| <input checked="" type="checkbox"/> A. Equity Securities | <input checked="" type="checkbox"/> H. United States government securities |
| <input checked="" type="checkbox"/> (1) exchange-listed securities | |
| <input checked="" type="checkbox"/> (2) securities traded over-the-counter | <input type="checkbox"/> I. Options contracts on: |
| <input checked="" type="checkbox"/> (3) foreign issues | <input checked="" type="checkbox"/> (1) securities |
| | <input checked="" type="checkbox"/> (2) commodities |
| <input checked="" type="checkbox"/> B. Warrants | |
| <input checked="" type="checkbox"/> C. Corporate debt securities (other than commercial paper) | <input type="checkbox"/> J. Futures contracts on: |
| <input checked="" type="checkbox"/> D. Commercial paper | <input checked="" type="checkbox"/> (1) tangibles |
| <input checked="" type="checkbox"/> E. Certificates of deposit | <input checked="" type="checkbox"/> (2) intangibles |
| <input checked="" type="checkbox"/> F. Municipal securities | <input type="checkbox"/> K. Interests in partnerships investing in: |
| | <input checked="" type="checkbox"/> (1) real estate |
| <input type="checkbox"/> G. Investment company securities | <input checked="" type="checkbox"/> (2) oil and gas interests |
| <input checked="" type="checkbox"/> (1) variable life insurance | <input checked="" type="checkbox"/> (3) other (explain on Schedule F) |
| <input checked="" type="checkbox"/> (2) variable annuities | |
| <input checked="" type="checkbox"/> (3) mutual fund shares | <input checked="" type="checkbox"/> L. Other (explain on Schedule F) |

4. Methods of Analysis, Sources of Information, and Investment Strategies.

- A. Applicant's security analysis methods include: (check those that apply)
- | | |
|---|---|
| (1) <input type="checkbox"/> Charting | (4) <input checked="" type="checkbox"/> Cyclical |
| (2) <input checked="" type="checkbox"/> Fundamental | (5) <input checked="" type="checkbox"/> Other (explain on Schedule F) |
| (3) <input checked="" type="checkbox"/> Technical | |
-
- B. The main sources of information applicant uses include: (check those that apply)
- | | |
|---|---|
| (1) <input checked="" type="checkbox"/> Financial newspapers and magazines | (5) <input type="checkbox"/> Timing services |
| (2) <input checked="" type="checkbox"/> Inspections of corporate activities | (6) <input checked="" type="checkbox"/> Annual reports, prospectuses, filings with the Securities and Exchange Commission |
| (3) <input checked="" type="checkbox"/> Research materials prepared by others | (7) <input type="checkbox"/> Company press releases |
| (4) <input type="checkbox"/> Corporate rating services | (8) <input checked="" type="checkbox"/> Other (explain on Schedule F) |
-
- C. The investment strategies used to implement any investment advice given to clients include: (check those that apply)
- | | |
|---|--|
| (1) <input checked="" type="checkbox"/> Long term purchases (securities held at least a year) | (5) <input checked="" type="checkbox"/> Margin transactions |
| (2) <input checked="" type="checkbox"/> Short term purchases (securities sold within a year) | (6) <input checked="" type="checkbox"/> Option writing, including covered options, uncovered options or spreading strategies |
| (3) <input checked="" type="checkbox"/> Trading (securities sold within 30 days) | (7) <input checked="" type="checkbox"/> Other (explain on Schedule F) |
| (4) <input checked="" type="checkbox"/> Short sales | |

Answer all items. Complete amended pages in full, circle amended items and file with execution page (page 1).

FORM ADV

Part II - Page 4

Applicant: Arnerich Massena & Associates, Inc.	SEC File Number: 801-61109	Date: March 21, 2008
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5. Education and Business Standards.

Are there any general standards of education or business experience that applicant requires of those involved in determining or giving investment advice to clients? **Yes** **No**

(If yes, describe these standards on Schedule F.)

6. Education and Business Background.

For:

- each member of the investment committee or group that determines general investment advice to be given to clients, or
- if the applicant has no investment committee or group, each individual who determines general investment advice given to clients (if more than five, respond only for their supervisors)
- each principal executive officer of applicant or each person with similar status or performing similar functions.

On Schedule F, give the:

- name
- formal education after high school
- year of birth
- business background for the preceding five years

7. Other Business Activities. (check those that apply)

A. Applicant is actively engaged in a business other than giving investment advice.

B. Applicant sells products or services other than investment advice to clients.

C. The principal business of applicant or its principal executive officers involves something other than providing investment advice.

(For each checked box describe the other activities, including the time spent on them, on Schedule F.)

8. Other Financial Industry Activities or Affiliations. (check those that apply)

A. Applicant is registered (or has an application pending) as a securities broker-dealer.

B. Applicant is registered (or has an application pending) as a futures commission merchant, commodity pool operator or commodity trading adviser.

C. Applicant has arrangements that are material to its advisory business or its clients with a related person who is a:

<input type="checkbox"/> (1) broker-dealer	<input type="checkbox"/> (7) accounting firm
<input type="checkbox"/> (2) investment company	<input type="checkbox"/> (8) law firm
<input type="checkbox"/> (3) other investment adviser	<input type="checkbox"/> (9) insurance company or agency
<input type="checkbox"/> (4) financial planning firm	<input type="checkbox"/> (10) pension consultant
<input type="checkbox"/> (5) commodity pool operator, commodity trading adviser or futures commission merchant	<input type="checkbox"/> (11) real estate broker or dealer
<input type="checkbox"/> (6) banking or thrift institution	<input type="checkbox"/> (12) entity that creates or packages limited partnerships

(For each checked box in C, on Schedule F identify the related person and describe the relationship and the arrangements.)

D. Is applicant or a related person a general partner in any partnership in which clients are solicited to invest? **Yes** **No**

(If yes, describe on Schedule F the partnerships and what they invest in.)

Answer all items. Complete amended pages in full, circle amended items and file with execution page (page 1).

Applicant: Arnerich Massena & Associates, Inc.	SEC File Number: 801-61109	Date: March 21, 2008
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9. Participation or Interest in Client Transactions.

Applicant or a related person: (check those that apply)

- A. As principal, buys securities for itself from or sells securities it owns to any client.
- B. As broker or agent effects securities transactions for compensation for any client.
- C. As broker or agent for any person other than a client effects transactions in which client securities are sold to or bought from a brokerage customer.
- D. Recommends to clients that they buy or sell securities or investment products in which the applicant or a related person has some financial interest.
- E. Buys or sells for itself securities that it also recommends to clients.

(For each box checked, describe on Schedule F when the applicant or a related person engages in these transactions and what restrictions, internal procedures, or disclosures are used for conflicts of interest in those transactions.)

Describe, on Schedule F, the applicant's code of ethics, and state that the applicant will provide a copy of its code of ethics to any client or prospective client upon request.

- 10. Conditions for Managing Accounts.** Does the applicant provide investment supervisory services, manage investment advisory accounts or hold itself out as providing financial planning or some similarly termed services *and* impose a minimum dollar value of assets or other conditions for starting or maintaining an account?

Yes No

(If yes, describe on Schedule F.)

11. Review of Accounts. If applicant provides investment supervisory services, manages investment advisory accounts, or holds itself out as providing financial planning or some similarly termed services:

- A. Describe below the reviews and reviewers of the accounts. For reviews, include their frequency, different levels, and triggering factors. For reviewers, include the number of reviewers, their titles and functions, instructions they receive from applicant on performing reviews, and number of accounts assigned each.

See Item 11A in Schedule F.

- B. Describe below the nature and frequency of regular reports to clients on their accounts.

Clients have regular performance reviews, which include a written report. Reports usually are prepared quarterly. Certain reports may be produced more frequently, and some clients may request reports on a less frequent basis.

See Item 1D in Schedule F for a description of the types of reports provided.

FORM ADV

Part II - Page 6

Applicant: Arnerich Massena & Associates, Inc.	SEC File Number: 801-61109	Date: March 21, 2008
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12. Investment or Brokerage Discretion.

A. Does applicant or any related person have authority to determine, without obtaining specific client consent, the:

- | | | |
|---|---|--|
| (1) securities to be bought or sold? | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| (2) amount of the securities to be bought or sold ? | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| (3) broker or dealer to be used ? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| (4) commission rates paid? | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

B. Does applicant or a related person suggest brokers to clients?

Yes No

For each yes answer to A describe on Schedule F any limitations on the authority. For each yes to A(3), A(4) or B, describe on Schedule F the factors considered in selecting brokers and determining the reasonableness of their commissions. If the value of products, research and services given to the applicant or a related person is a factor, describe:

- the products, research and services
- whether clients may pay commissions higher than those obtainable from other brokers in return for those products and services
- whether research is used to service all of applicant's accounts or just those accounts paying for it; and
- any procedures the applicant used during the last fiscal year to direct client transactions to a particular broker in return for products and research services received.

13. Additional Compensation.

Does the applicant or a related person have any arrangements, oral or in writing, where it:

- | | | |
|---|---|--|
| A. is paid cash by or receives some economic benefit (including commissions, equipment or non-research services) from a non-client in connection with giving advice to clients? | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| B. directly or indirectly compensates any person for client referrals? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

(For each yes, describe the arrangements on Schedule F.)

14. Balance Sheet. Applicant must provide a balance sheet for the most recent fiscal year on Schedule G if applicant:

- has custody of client funds or securities (unless applicant is registered or registering only with the Securities and Exchange Commission); or
- requires prepayment of more than \$500 in fees per client and 6 or more months in advance

Has applicant provided a Schedule G balance sheet?

Yes No

009520\00007\428288 V008

Answer all items. Complete amended pages in full, circle amended items and file with execution page (page 1).

**Schedule F of
Form ADV
Continuation Sheet for Form ADV
Part II**

Applicant: Arnerich Massena & Associates, Inc.	SEC File Number: 801-61109	Date: March 21, 2008
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(Do not use this Schedule as a continuation sheet for Form ADV Part I or any other schedules.)

1. Full name of applicant exactly as stated in Item 1A of Part I of Form ADV: Arnerich Massena & Associates, Inc.	IRS Empl. Ident. No.: 93-1119724
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Item of Form (identify)	Answer
Item 1D	<p>As discussed below in this disclosure statement, Arnerich Massena & Associates, Inc. ("Arnerich Massena" or the "Advisor") provides one or more of the following services for each client.</p> <p><u>CONSULTING SERVICES</u></p> <p><u>Statement Of Investment Policy And Objectives</u>, which addresses such areas as expected rates of return, asset allocation parameters, risk and volatility tolerances, performance benchmarks for each asset class and each investment advisor, and specifies any prohibited investments. For certain types of accounts (endowments, foundations and individuals), the statement may include a spending policy to address cash flow needs.</p> <p><u>Asset Allocation Study And Advice</u> concerning the structure of assets to meet investment objectives. Generally, this advice will be strategic in nature, rather than tactical, and is based on observed long-term rates of return and the standard deviation of returns for asset classes (as adjusted). One or more software packages may be used to obtain and chart these statistics for differing time periods and asset allocation structures.</p> <p><u>Investment Program Evaluation</u> includes a review and analysis of the account's manager structure and asset allocation, and compares the account and manager performance to stated objectives and external benchmarks (e.g., relevant indices and peer performance). Other factors, such as cost structure, investment advisor strength, and the balance of investment disciplines, are also reviewed and noted as appropriate.</p> <p><u>Investment Advisor Due Diligence, Search And Selection</u>. Using both proprietary and published information, Arnerich Massena assists its clients in screening for investment advisors whose stated qualifications fit the client's criteria. Analysis illustrates commonly used statistical characteristics and performance information, and includes textual comments. A printed search document is produced, which may also include further qualitative, analytical or cost information on the specific managers under review.</p> <p>As part of its investment advisor search service, Arnerich Massena generally conducts in-person or on-site due diligence, coordinates manager interviews, and assists with the hiring decision.</p> <p><u>Performance Evaluation Reports</u> are generally produced quarterly, but may be provided at other client-selected intervals. Generally, the following two types of reports are available:</p> <p><u>Report I:</u> Summarizes the account's status for the quarter, year-to-date, and from inception. Provides rates of return for these periods and compares the account to an appropriate benchmark. Provides a statistical evaluation of manager performance that includes return, relative rank in the appropriate universe, cycle analysis, and measurement of recognized statistical characteristics of performance. Also includes a graphic/numeric depiction of universe scope for current and extended periods, with manager and index rank.</p> <p><u>Report II:</u> A portfolio-based summary of assets and investment gains and losses. Clients may select from approximately 35 "sub-reports" to customize a report that will summarize transactions, performance and income over various time periods. All types of reports may be mailed to clients, or presented personally.</p>

Complete amended pages in full, circle amended items and file with execution page (page 1).

**Schedule F of
Form ADV
Continuation Sheet for Form ADV
Part II**

Applicant: Arnerich Massena & Associates, Inc.	SEC File Number: 801-61109	Date: March 21, 2008
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(Do not use this Schedule as a continuation sheet for Form ADV Part I or any other schedules.)

1. Full name of applicant exactly as stated in Item 1A of Part I of Form ADV: Arnerich Massena & Associates, Inc.	IRS Empl. Ident. No.: 93-1119724															
Item of Form (identify)	Answer															
Item 1D (continued)	<p>Included in both report styles are: (1) charts indicating manager diversification and asset allocation (current and historical), as compared to the client's policy/target allocation; (2) charts reflecting performance for the current quarter, year-to-date and since inception, as compared to appropriate indices; (3) notes compiled during the reporting process pertinent to operational and performance issues in the client's account; and (4) market and asset class commentaries, and fund attribution sheets showing performance, top holdings and comments by Arnerich Massena's analytics department.</p> <p>Trust/Custody/Administrative Service Evaluation. Arnerich Massena may assist clients in evaluating other professional services being provided to their accounts. Analysis may cover some or all of the following: cost and fee structure, timeliness, accuracy, quality of work, and level of overall service. Searches for trustees, custodians and administrators are also conducted analyzing these factors and using proprietary due diligence information.</p> <p>Proxy Voting. Arnerich Massena does not exercise proxy voting authority over consulting client securities. The obligation to vote client proxies at all time rests with consulting clients. Clients may contact Arnerich Massena for advice or information about a particular proxy vote. However, Arnerich Massena will not have proxy voting authority as a result of providing such advice to client.</p> <p>Should Arnerich Massena inadvertently receive proxy information for a security held in a consulting client's account, Arnerich Massena will immediately forward such information to the client, but will not take any further action with respect to the voting of such proxy. Upon termination of its agreement with a client, Arnerich Massena will use reasonable efforts to forward proxy information inadvertently received by it on behalf of the client to the forwarding address provided by the client.</p> <p>Other Services relative to the evaluation and management of investment programs and strategies may also be provided as needs are identified.</p> <p>Fee Schedule - as listed below (varies by client type):</p> <p>For its consulting services, Arnerich Massena charges clients either an annual retainer fee or a percentage-of-assets fee. The fee schedule specified below is used as a guideline in determining annual retainer fees and percentage-of-assets fees. Both types of fees are negotiable, depending on the range of services to be provided, the degree of customization requested, the nature and size of the account, and other circumstances involved.</p> <p><u>Arnerich Massena Wealth Management:</u></p> <table border="1"> <thead> <tr> <th><u>Account Size</u></th> <th><u>Fee as a % of Assets</u></th> <th><u>Minimum Annual Fee</u></th> </tr> </thead> <tbody> <tr> <td>Up to \$2 million</td> <td>0.75%</td> <td>\$7,500</td> </tr> <tr> <td>\$2 million to \$5 million</td> <td>0.65%</td> <td></td> </tr> <tr> <td>Over \$5 million</td> <td>0.50%</td> <td></td> </tr> <tr> <td>Over \$5 million with Alternative Investments</td> <td>0.60%</td> <td></td> </tr> </tbody> </table>	<u>Account Size</u>	<u>Fee as a % of Assets</u>	<u>Minimum Annual Fee</u>	Up to \$2 million	0.75%	\$7,500	\$2 million to \$5 million	0.65%		Over \$5 million	0.50%		Over \$5 million with Alternative Investments	0.60%	
<u>Account Size</u>	<u>Fee as a % of Assets</u>	<u>Minimum Annual Fee</u>														
Up to \$2 million	0.75%	\$7,500														
\$2 million to \$5 million	0.65%															
Over \$5 million	0.50%															
Over \$5 million with Alternative Investments	0.60%															

Complete amended pages in full, circle amended items and file with execution page (page 1).

**Schedule F of
Form ADV
Continuation Sheet for Form ADV
Part II**

Applicant: Arnerich Massena & Associates, Inc.	SEC File Number: 801-61109	Date: March 21, 2008
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(Do not use this Schedule as a continuation sheet for Form ADV Part I or any other schedules.)

1. Full name of applicant exactly as stated in Item 1A of Part I of Form ADV: Arnerich Massena & Associates, Inc.	IRS Empl. Ident. No.: 93-1119724
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Item of Form (identify)	Answer																														
Item 1D (continued)	<p><u>Endowments, Foundations and Committee-Directed Retirement Plans:</u></p> <table border="0"> <thead> <tr> <th style="text-align: center;"><u>Account Size</u></th> <th style="text-align: center;"><u>Minimum Fee as a % of Assets</u></th> <th style="text-align: center;"><u>Minimum Annual Fee</u></th> </tr> </thead> <tbody> <tr> <td>First \$40 million</td> <td>20 basis points</td> <td>\$ 40,000</td> </tr> <tr> <td>Next \$60 million</td> <td>15 basis points</td> <td></td> </tr> <tr> <td>Assets over \$100 million</td> <td>10 basis points</td> <td></td> </tr> </tbody> </table> <p><u>Cash Management:</u></p> <table border="0"> <tbody> <tr> <td>Up to \$100 million</td> <td></td> <td>\$ 25,000</td> </tr> <tr> <td>\$100 million+</td> <td></td> <td>\$ 35,000</td> </tr> </tbody> </table> <p><u>Participant-Directed Retirement Plans:</u></p> <table border="0"> <thead> <tr> <th style="text-align: center;"><u>Basic Services</u></th> <th style="text-align: center;"><u>Minimum Annual Fee</u></th> </tr> </thead> <tbody> <tr> <td>Quarterly Performance reporting</td> <td>\$40,000</td> </tr> <tr> <td>Semi-Annual Performance Reporting</td> <td>\$30,000</td> </tr> <tr> <td>Annual Performance Reporting</td> <td>\$20,000</td> </tr> <tr> <td>Manager search</td> <td>\$5,000</td> </tr> <tr> <td>Vendor search</td> <td>\$40,000</td> </tr> </tbody> </table> <p><u>Hourly Rates:</u></p> <p>Agreements with clients generally specify which services will be provided for the specified fee. If additional services are requested, Arnerich Massena generally charges clients for the additional services on an hourly basis at the rates then in effect.</p> <p><u>DISCRETIONARY INVESTMENT ADVISORY SERVICES</u></p> <p>Arnerich Massena offers discretionary portfolio management to certain clients. Model portfolios along the risk and return spectrum are used to fit the various needs and investment goals of our clients. For each model portfolio, money manager selection and general rebalancing are managed by the assigned consultant and the Arnerich Massena Asset Allocation and Implementation Committee (AAIC).</p> <p>Clients complete an investment questionnaire that establishes their comfort with risk and their current and future financial goals. Next, Arnerich Massena develops an individual asset allocation and Investment Policy Statement for the client. Should the client have a pre-existing asset allocation study or Investment Policy Statement, this may be used instead. With this personal plan as a guide, Arnerich Massena will determine the investments in each portfolio, rebalance each portfolio as necessary, employ tactical strategies and make investment changes at Arnerich Massena's discretion. Each client portfolio is managed within the boundaries of the client's long-term investment strategy.</p> <p>The process used in the discretionary investment advisory services utilizes the software, knowledge, experience, etc. of Arnerich Massena's consulting practice. Investment Policy, Asset Allocation, Investment Program Review, Investment Manager Due Diligence and Performance Evaluation</p>	<u>Account Size</u>	<u>Minimum Fee as a % of Assets</u>	<u>Minimum Annual Fee</u>	First \$40 million	20 basis points	\$ 40,000	Next \$60 million	15 basis points		Assets over \$100 million	10 basis points		Up to \$100 million		\$ 25,000	\$100 million+		\$ 35,000	<u>Basic Services</u>	<u>Minimum Annual Fee</u>	Quarterly Performance reporting	\$40,000	Semi-Annual Performance Reporting	\$30,000	Annual Performance Reporting	\$20,000	Manager search	\$5,000	Vendor search	\$40,000
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Complete amended pages in full, circle amended items and file with execution page (page 1).

**Schedule F of
Form ADV
Continuation Sheet for Form ADV
Part II**

Applicant: Arnerich Massena & Associates, Inc.	SEC File Number: 801-61109	Date: March 21, 2008
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(Do not use this Schedule as a continuation sheet for Form ADV Part I or any other schedules.)

1. Full name of applicant exactly as stated in Item 1A of Part I of Form ADV: Arnerich Massena & Associates, Inc.	IRS Empl. Ident. No.: 93-1119724										
Item of Form (identify)	Answer										
Item 1D (continued)	<p>Reports, which are described under "Consulting Services" above in this Schedule F also are used in the discretionary practice. However, when Arnerich Massena has discretionary authority, trades are made without pre-approval by the client.</p> <p>Arnerich Massena offers to serve as Investment Advisor with respect to Target Date or Pre-Mixed Portfolios, usually within qualified retirement plans. We will prepare an asset allocation study based on a predetermined selection of diversified asset class options and investment managers available in the client's plan. Advisory services include periodic review and active management of the Funds, in view of opportunities and/or risks presented by the current market environment.</p> <p><u>Fee Schedule</u></p> <p>The fee schedule specified below is used as a guideline in determining fees. Fees are negotiable depending on the range of services to be provided, the degree of customization requested, the nature and size of the account, and other circumstances involved.</p> <table border="0"> <thead> <tr> <th style="text-align: left;">Total Managed Assets</th> <th style="text-align: left;">Annual Fee</th> </tr> </thead> <tbody> <tr> <td>Up to \$2 million</td> <td>0.75% (minimum \$7,500)</td> </tr> <tr> <td>\$2 million to \$5 million</td> <td>0.65%</td> </tr> <tr> <td>Over \$5 million</td> <td>0.50%</td> </tr> <tr> <td>Over \$5 million with Alternative Investments</td> <td>0.60%</td> </tr> </tbody> </table> <p><u>Investment Management Strategy</u></p> <p>Responsibility for designing, documenting and maintaining the investment strategy for discretionary clients will rest with the Asset Allocation and Implementation Committee (AAIC). The AAIC is comprised of the following persons: Chairman of the Arnerich Massena Investment Committee; Co-Directors of Research; Director of Alternative Investments; and key consultants. The AAIC reserves the right to appoint additional committee members or interim members as needed. Biographies of these individuals can be found under Item 6, pages 7 and 8.</p> <p><u>Proxy Voting Summary</u></p> <p>As a provider of investment management services, Arnerich Massena is generally authorized to vote proxies on behalf of its discretionary clients in accordance with its written Proxy Voting Policies and Procedures. The Procedures have been designed to ensure that Arnerich Massena votes proxies with respect to client securities in the best interests of its clients. The Procedures also require that Arnerich Massena identify and address conflicts of interest between Arnerich Massena and its clients.</p> <p>It should be noted that within its discretionary model, Arnerich Massena generally recommends mutual funds and not individual securities. For mutual funds or other securities held by clients under the discretionary model, the Advisor: (a) monitors corporate actions and collects proxies from the clients' custodians; (b) determines the issues to be voted on; (c) identifies and resolves any conflicts of interest; (d) makes voting decisions; and (e) timely submits proxies. The Advisor will resolve any conflict of interest between the Advisor and a client by obtaining the client's written consent, by obtaining a voting recommendation from an independent third party, or by voting in accordance with</p>	Total Managed Assets	Annual Fee	Up to \$2 million	0.75% (minimum \$7,500)	\$2 million to \$5 million	0.65%	Over \$5 million	0.50%	Over \$5 million with Alternative Investments	0.60%
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**Schedule F of
Form ADV
Continuation Sheet for Form ADV
Part II**

Applicant: Arnerich Massena & Associates, Inc.	SEC File Number: 801-61109	Date: March 21, 2008
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(Do not use this Schedule as a continuation sheet for Form ADV Part I or any other schedules.)

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Item of Form (identify)	Answer
Item 1D (continued)	<p>the Advisor's pre-determined voting guidelines described below.</p> <p>The Advisor has established voting guidelines, under which it generally votes with a company's management on "routine" issues, such as uncontested elections of directors. With respect to non-routine issues, the Advisor generally votes in favor of proposals promoting director independence and employee participation (e.g., establishment of stock incentive plans for employees) and against proposals inhibiting the same. Careful consideration on a case-by-case basis will be given to other non-routine matters, including proposed mergers and recapitalizations. The Advisor may disregard its voting guidelines in situations where a client's best interest would be served by voting otherwise.</p> <p>The Advisor will maintain for five years the following records: (a) a copy of its Proxy Voting Policy; (b) records of votes cast by it on behalf of its clients; (c) records of written requests from clients for their proxy voting information and the Advisor's written responses; (d) any document prepared by the Advisor, its affiliates or agents in connection with any voting decision; and (e) proxy statements in hard copy or as obtainable via the EDGAR system. A client may obtain a copy of the Advisor's Proxy Voting Policy or information on how the Advisor voted the securities held by the client by calling the Advisor at (503) 239-0475 or by sending a written request to Arnerich Massena & Associates, Inc., Attn: Chief Compliance Officer, 2045 N.E. Martin Luther King, Jr. Blvd., Portland, OR 97212. Within seven days of receiving the request, the Advisor will send the client the requested information by first class mail or a comparable delivery method.</p> <p>MISCELLANEOUS FOR BOTH CONSULTING AND DISCRETIONARY INVESTMENT ADVISORY SERVICES</p> <p><u>Compensation:</u> Arnerich Massena's consulting fees are billed quarterly in advance and are due within 30 days after receipt of the bill. Arnerich Massena's discretionary clients are billed quarterly in arrears and are also due within 30 days of receipt of the bill. Agreements may be terminated with 30 days' advance notice. A pro-rated fee reimbursement will be made to the client for services not already performed. The reimbursement will be paid as soon as administratively possible (i.e., no more than 30 days following a client's notice of termination, except in the case of a dispute). Clients may terminate their agreements with Arnerich Massena without penalty within five business days after signing.</p> <p><u>Disclosures:</u> Lower fees for comparable services may be available from other sources. Performance-based fees, if any, will be assessed in compliance with SEC Rule 205-3. However, Arnerich Massena does not currently intend to charge performance-based fees.</p> <p>A client could invest in a mutual fund directly, without the services of Arnerich Massena. In that case, the client would not receive the services provided by Arnerich Massena which are designed, among other things, to assist the client in determining which mutual fund or funds are most appropriate to each client's financial condition and objectives. Accordingly, the client should review both the fees charged by the funds and the fees charged by Arnerich Massena to fully understand the total amount of fees to be paid by the client and to thereby evaluate the advisory services being provided.</p> <p>All fees paid to Arnerich Massena for consulting and investment advisory services are separate and distinct from the fees and expenses charged by mutual funds to their shareholders. The mutual fund fees and expenses are described in each fund's prospectus. These fees will generally include a management fee, other fund expenses, and a possible distribution fee. Accounts managed by recommended managers will pay a separate management fee to the manager, in addition to Arnerich Massena's fees.</p>

Complete amended pages in full, circle amended items and file with execution page (page 1).

**Schedule F of
Form ADV
Continuation Sheet for Form ADV
Part II**

Applicant:	SEC File Number:	Date:
Arnerich Massena & Associates, Inc.	801-61109	March 21, 2008

(Do not use this Schedule as a continuation sheet for Form ADV Part I or any other schedules.)

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Item of Form (identify)	Answer	
Item 1D (continued)	Private Investment funds generally involve various risk factors and liquidity restraints, a complete discussion of which is set forth in each fund's offering documents, which will be provided to each client for review and consideration. Each prospective client investor will be required to complete a subscription agreement, pursuant to which the client shall establish that he/she is qualified for investment in the fund, and acknowledges and accepts the various risk factors that are associated with such an investment.	
Item 3K(3)	Arnerich Massena's primary service is the offering of advice regarding professionally managed investments. The vehicle for this investment management may be a limited partnership; the partnership's underlying investments generally include the types of investments specified in Items 3A through 3J.	
Item 3L	<p>Arnerich Massena generally advises clients concerning the selection of investment managers and asset allocation. In most cases, the client's money managers (and not Arnerich Massena) recommend specific investment decisions for the client.</p> <p>In addition, Arnerich Massena may advise clients to participate in tax-qualified, pooled investment funds. The underlying investments in the pooled investment funds generally include the types of investments specified in Items 3A through 3J.</p> <p>Arnerich Massena recommends to a select group of its Wealth Management clients, special situation individual securities. These securities can be speculative in nature.</p> <p>Occasionally Arnerich Massena will aggregate trades for clients trading in the same securities where the situation will provide better execution for such clients. No advisory client will be favored over any other clients; each client that participates in an aggregated order will participate at the average share price for all Arnerich Massena transactions in that security on a given business day.</p> <p>If the aggregated order is filled in its entirety, it will be allocated among clients in accordance with the client list; if the order is partially filled, it will be allocated pro rata based on the client list, subject to rounding for odd lots, adjustment of holdings that would be deemed too small for an account, and other objective criteria. When the total final execution amount of a trade is materially less than an amount of the requested order, certain accounts may be removed entirely from the list of participants and the amount of the allocation can be adjusted to avoid inefficient results. Accounts that do not receive an allocation with respect to a particular security will be considered first when the next partial fill occurs.</p>	
Items 4A(5) and 4B(8)	Arnerich Massena's analytical methods include: The use of information available from nationally-recognized fund manager databases, industry publications, and proprietary information gathered during in-person, on-site and client survey due diligence, and from other resources.	
Item 4C(7)	As part of its regular services, Arnerich Massena makes recommendations to clients regarding the hiring and termination of investment advisors. The tools used in making a recommendation include information available as outlined in Items 4A and 4B, as well as the client's stated investment policy and objectives. Vehicles used to implement Arnerich Massena's recommendations may include separately managed accounts, commingled pooled funds, mutual funds, limited partnerships and other vehicles as appropriate.	

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**Schedule F of
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Item of Form (identify)	Answer
Item 5	<p><u>Education And Business Standards</u></p> <p>Arnerich Massena requires its consultants to:</p> <p>a. Possess a four-year degree from an accredited college or university, or have attained at least three years of direct industry experience in an analytical or advisory capacity; and</p> <p>b. Have a minimum of five years' industry experience in varying capacities and full working knowledge of the application of statistical theory and analytical tools to the investment process and its participants; and</p> <p>c. Demonstrate thoroughness and prudence in working with clients and client assets, and when conducting analyses, making recommendations or giving opinions.</p>
Item 6	<p><u>Education And Business Background Of Key Individuals</u></p> <p><u>Consultants:</u></p> <p>ANTHONY L. ARNERICH, born 1949. BA History from the University of Santa Clara, Santa Clara, California, 1971. Position: President and a director, Chief Investment Officer, Chair of Investment Committee and member of the Asset Allocation and Implementation Committee. Co-founder of Arnerich Massena in 1992. Previously, Mr. Arnerich was an account executive with the seven-person Investment Management Consulting Group ("IMCG") of Dain Bosworth, Inc., providing managed account consulting services to clients similar to the services described in this Schedule F. Prior to and in the initial years of the development of IMCG, Mr. Arnerich recommended and effected securities transactions for client accounts as a retail stockbroker at Dain Bosworth, Inc., Boettcher & Company, Inc. and Shearson/American Express Corp.</p> <p>SHEREE DEMERS ARNTSON, born 1969. BS in Public Health, University of Oregon, Eugene, Oregon, 1991. Current Position: Consultant since 1999. Member of the Investment Committee and the Asset Allocation and Implementation Committee. Previously, she was employed by AM&A Education Inc., an affiliated company, beginning in 1994. Her most recent position at AM&A Education was Education Consultant.</p> <p>TRAVIS J. PRUITT, born 1970. BS in Business/Finance, Oregon State University, Corvallis, Oregon, 1992. CFA Designation: October 1999. Current Position: Consultant, member of the Investment Committee and Asset Allocation and Implementation Committee. He has been with Arnerich Massena since 1999. He was employed by Copper Mountain Trust Corporation from 1995 to 1999 in a variety of financial/investment management-related positions.</p> <p>JAYSON A. DAVIDSON, born 1973. BS in Economics from the University of California at Berkeley, Berkeley, California, 1996. CFA Designation: October 2003. Current Position: Consultant, member of the Investment Committee. Mr. Davidson has been with Arnerich Massena since 2002. He served as Vice President of Institutional Sales for the Western United States at IMCA Retirement Corporation from 1997 to 2002. His previous experience includes working with public sector 457 and 401(a) plans and as a defined contribution and benefit consultant.</p> <p>HOWARD D. BIGGS, born 1959. BA in Finance, University of Washington, 1981. Current Position: Consultant and Director of Retirement Consulting, member of the Investment Committee. Mr. Biggs has been with Arnerich Massena since 2005. His previous work experience includes over</p>

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Item of Form (identify)	Answer
Item 6 (continued)	<p>24 years of consulting experience with Howard Johnson & Company and Merrill Lynch. His experience includes work with large employers and investment fiduciaries regarding the strategic management of their fiduciary, investment, and overall plan management and committee investment responsibilities as well as plan governance and fiduciary risk management.</p> <p>P. VINCENT GALINDO, born 1970. BA in Political Science, University of California at Berkley, 1995. Current Position: Consultant. Mr. Galindo has been with Arnerich Massena since 2004, including time spent as an education consultant, managing plan sponsor education client relationships. Prior to joining Arnerich Massena, he ran the State of Oregon's Investor Information Program with the Division of Finance and Corporate Securities. Other Financial background includes working for Waddell & Reed as a financial advisor and Thomas Weisel Partners as an Equity Capital Markets Analyst.</p> <p>RACHAEL A. AGER, born 1971. BA in Finance, University of Oregon, Eugene, Oregon, 1993. Current Position: Consultant. Ms. Ager joined Arnerich Massena in 2000 as a Portfolio Administrator, focusing on client service and implementation of individual client investment strategies. Since October 2006, she has focused on consulting within the wealth management practice. Previously Ms. Ager worked for Crabbe Huson Group Inc for 6 years, as manager of mutual fund operations and institutional equity trader.</p> <p><u>Analysts:</u></p> <p>JAMES (KELLY) RICHARDSON, born 1967. BA in History, University of Oregon, Eugene, Oregon, 1990. Current Position: Co-Director of Traditional Research, member of the Investment Committee and Asset Allocation and Implementation Committee. He has been with Arnerich Massena since 1994, in the Analytics Department, and has been in the brokerage/investment industry since 1990.</p> <p>WARREN D. PARKER, born 1972. BS in Finance/Law, Portland State University, Portland, Oregon, 1997. Current Position: Analyst. He has been with Arnerich Massena since 1997. Previous experience: Qualivest Capital Management, Inc., Analyst, from 1989 to 1997.</p> <p>BRIAN J. LOESCHER, born 1969. BS in Business Management, Major in Finance, University of Nebraska, Lincoln, Nebraska, 1992. CFA designation: September 1999. Current Position: Director of Alternative Investments, member of the Investment Committee and Asset Allocation and Implementation Committee. He has been with Arnerich Massena since 1999. Previously, he was employed by R.V. Kuhns as a Financial Analyst for two years. He has been in the financial industry since 1994, in analytical capacities.</p> <p>DANIEL J. BLOCK, born 1971. BS in Economics, Wharton School of the University of Pennsylvania, 1993. MBA, Anderson School at UCLA, 2001. CFA designation: 1998. Current Position: Co-Director of Traditional Research, member of the Investment Committee and Asset Allocation and Implementation Committee. He has been with Arnerich Massena since 2005. He has been in the investment industry since 1993. He previously was an analyst for HighMark Capital and Banc of America Securities and a portfolio manager at two small investment firms.</p> <p><u>Key Employees:</u></p> <p>M. LYNN SPRUILL, born 1942. BA in Mathematics, North Carolina State Univ.; MBA from Emory University; PhD in Business from the University of Michigan. Current Position: Chief Operating</p>

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Item of Form (identify)	Answer
Item 6 (continued)	<p>Officer of Arnerich Massena since July 2005, Chief Financial Officer since October, 2006. He is responsible for oversight of all daily operational functions of the company. Previously, he served for 10 years as Executive Director of a multiservice business Western States law firm. He also has over 24 years in the field of higher education, including teaching at the Univ. of Kentucky and serving as Dean of the Business Schools of both Univ. of Mississippi and Oregon State University.</p> <p>MICHELLE K. WORTHINGTON-RUPPELT, born 1960. College courses through Portland State University, Judson Baptist College and Oregon State University. Current positions: Chief Compliance Officer since 1999. She served as Director of Client Services from May 2003 to January 2008 and Manager of the Performance Evaluation Department from December 2000 to May 2003. She has been with Arnerich Massena since 1996 and has worked in the brokerage/investment industry for over 20 years in a variety of positions.</p>
Item 8D	See Item 9D in this Schedule F.
Item 9D	<p>Anthony L. Arnerich is the managing member of TLM Investors, LLC, a limited liability company that invests only in stock of TissueLink Medical, Inc. (a medical research company headquartered in New Hampshire). As compensation for managing TLM Investors, TLM Investors has allocated to Mr. Arnerich approximately 3.1% of the shares of TissueLink Medical that were acquired by TLM Investors. Almost all the members of TLM Investors are Arnerich Massena clients.</p> <p>TLM Investors, LLC is managed by Anthony Arnerich, and not by Arnerich Massena. Arnerich Massena has no role in the LLCs' investment decisions and did not perform due diligence on the investments.</p> <p>Arnerich Massena is the managing member of Velocimed Investors, LLC, a limited liability company that invests only in membership interests of Velocimed LLC (a medical device company headquartered in Minnesota). As compensation for managing Velocimed Investors, LLC, 5% of the total capital contributions of the members of Velocimed Investors, LLC has been credited to Arnerich Massena's capital account in Velocimed Investors, LLC. Almost all the members of Velocimed Investors, LLC are Arnerich Massena clients.</p> <p>Arnerich Massena is the managing member of Calypso Medical Investors, LLC, a limited liability company that invests only in stock of Calypso Medical Technologies Inc. (a medical device company headquartered in Seattle, WA). As compensation for managing Calypso Medical Investors, LLC, 1% of the total capital contributions of the members of Calypso Medical Investors, LLC has been paid as cash to Arnerich Massena and 3% of any amounts distributed in the future will be paid to Arnerich Massena. Almost all the members of Calypso Medical Investors, LLC are Arnerich Massena clients.</p> <p>Arnerich Massena is the managing member of TLM Investors II, LLC, a limited liability company that invests only in stock of TissueLink Medical Inc. (a medical research company headquartered in New Hampshire). As compensation for managing TLM Investors II, LLC, 1% of the total capital contributions of the members of TLM Investors II, LLC has been paid as cash to Arnerich Massena and 3% of any amounts distributed in the future will be paid to Arnerich Massena. Almost all the members of TLM Investors II, LLC are Arnerich Massena clients.</p> <p>Arnerich Massena is the managing member of Accumetrics Investors, LLC, a limited liability company that invests only in stock of Accumetrics Inc. (a medical research company headquartered in San Diego, CA). As compensation for managing Accumetrics Investors, LLC, 1% of the total</p>

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Item of Form (identify)	Answer
Item 9D (continued)	<p>capital contributions of the members of Accumetrics Investors, LLC has been paid as cash to Arnerich Massena and 4% of any amounts distributed in the future will be paid to Arnerich Massena. Almost all the members of Accumetrics Investors, LLC are Arnerich Massena clients.</p> <p>With respect to Calypso Medical Investors, LLC, one independent investor, who could not invest through the LLC, paid Arnerich Massena a consulting fee. In keeping with our policy of not benefiting from money managers, we immediately forwarded the entire fee amount as a donation to the Portland Public School Foundation.</p> <p>Interests in the above mentioned LLCs are not registered under the Securities Act of 1933, as amended ("Securities Act") and such LLCs are not registered under the Investment Company Act of 1940, as amended ("Investment Company Act"). Accordingly, interests in such LLCs are offered to investors satisfying the applicable eligibility and suitability requirements either in private placement transactions within the United States or in offshore transactions. Typically, these investors are high net worth individuals, institutions and other entities.</p> <p>In addition, the General Partner of Common Sense Partners, a limited partnership that invests in other funds, pays Arnerich Massena referral fees for four legacy high net worth individuals while the clients are invested in the partnership. The referral fees received from the General Partner are offset, on a dollar-for-dollar basis, against fees that the clients would otherwise pay Arnerich Massena.</p> <p>Arnerich Massena Education, Arnerich Massena's education affiliate, markets and sells educational materials to various retirement plan providers (e.g., banks and insurance companies). The retirement plan providers pay Arnerich Massena Education for the educational materials. Retirement plan sponsors retain Arnerich Massena to evaluate, in an investment consultant capacity, the products and services of retirement plan providers (including, in some cases, the providers who have paid Arnerich Massena Education for educational materials). Arnerich Massena sometimes recommends that the retirement plan sponsors use or continue to use the products and services of such retirement plan providers. Arnerich Massena is compensated by its retirement plan sponsor clients for such consulting services.</p> <p>Arnerich Massena has occasionally been hired by clients to do comparative analyses of investment options used in the investment portfolio of insurance carriers the client may be considering. Arnerich Massena provides similar analyses for several insurance broker clients, analyzing the underlying investment portfolios of a number of carriers for each insurance broker client. Each of the insurance broker clients has arranged for the carriers to pay Arnerich Massena directly for the analysis. As a result, it is possible that we may recommend a corporate client use, or continue to use, an insurance carrier from which we may, because of arrangements with an insurance broker, also be compensated for our review of the carrier's portfolio.</p>
Item 9E	<p>As described in Items 1D and 3L in this Schedule F, Arnerich Massena generally provides consulting and discretionary services to its clients, including developing investment policies, advising on asset allocation, and recommending and evaluating money managers. In most cases, the clients' money managers (and not Arnerich Massena) recommend or make specific investments for the clients. However, in some cases, Arnerich Massena recommends or makes specific investments, such as mutual funds and limited partnerships, for clients.</p> <p>Occasionally, employees of Arnerich Massena will buy the same securities that Arnerich Massena recommends for its clients. In such cases, Arnerich Massena employees may not engage in, or recommend, any securities transaction that places their own interests above the interests of Arnerich</p>

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Part II**

Applicant: Arnerich Massena & Associates, Inc.	SEC File Number: 801-61109	Date: March 21, 2008
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(Do not use this Schedule as a continuation sheet for Form ADV Part I or any other schedules.)

1. Full name of applicant exactly as stated in Item 1A of Part I of Form ADV: Arnerich Massena & Associates, Inc.		IRS Empl. Ident. No.: 93-1119724
Item of Form (identify)	Answer	
Item 9E (continued)	Massena clients. Arnerich Massena also prohibits its employees from engaging in any securities transactions for their own benefit or for the benefit of others (including clients) while in possession of material, nonpublic information concerning the securities traded. Arnerich Massena employees and their spouses, minor children and other immediate family must provide to the Chief Compliance Officer duplicate confirmations of all personal securities transactions (other than U.S. Government securities and registered open-end mutual funds), unless the accounts are held by a designated custodian so they may be monitored.	
Item 9	<p><u>CODE OF ETHICS</u></p> <p>Arnerich Massena has adopted a Code of Ethics. The Code of Ethics applies to Arnerich Massena's directors, officers, partners, employees and any other person who provides advice on behalf of the firm and is subject to the firm's supervision and control, including temporary workers and independent contractors (collectively, the "Supervised Persons"). The purpose of our Code of Ethics is to:</p> <ul style="list-style-type: none"> ▪ Protect the firm's clients by deterring employee misconduct; ▪ Educate employees regarding the firm's expectations and the laws governing their conduct; ▪ Remind employees that they are in a position of trust with our clients and must act with complete integrity and in the clients' best interests at all times; ▪ Protect the reputation of the firm; ▪ Guard against violations of the securities laws; and ▪ Establish procedures for employees to follow so that we may determine whether our employees are complying with the firm's ethical principles and securities laws. <p>Arnerich Massena will abide by honest and ethical business practices. In that regard, Arnerich Massena:</p> <ul style="list-style-type: none"> ▪ Will not induce trading in a client's account that is excessive in size or frequency in view of the financial resources and character of the account. ▪ Will make recommendations with reasonable grounds to believe that the recommendations are suitable for the client on the basis of information furnished by the client. ▪ Will not borrow money or securities from, or lend money or securities to, a client. ▪ Will not place an order for the purchase or sale of a security if the security is not registered, or the security or transaction is not exempt from registration in applicable states. ▪ Will not place orders for clients, or recommend that the client place an order, to purchase or sell a security through a broker/dealer or agent, or engage the services of a broker/dealer, agent, or investment advisor, not licensed under applicable state laws. ▪ Will not guarantee a client that a specific result will be achieved (e.g., a gain or no loss). ▪ Will not engage in any professional conduct involving dishonesty, fraud, deceit or misrepresentation, or commit any act that reflects adversely on one's honesty, trustworthiness, or professional competence. ▪ Will not copy or use, in substantially the same form as the original, material prepared by another without acknowledging and identifying the name of the author, publisher, or source of such material. One may use, without acknowledgement, factual information published by recognized financial and statistical reporting services or similar sources. 	

Complete amended pages in full, circle amended items and file with execution page (page 1).

**Schedule F of
Form ADV
Continuation Sheet for Form ADV
Part II**

Applicant: Arnerich Massena & Associates, Inc.	SEC File Number: 801-61109	Date: March 21, 2008
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(Do not use this Schedule as a continuation sheet for Form ADV Part I or any other schedules.)

1. Full name of applicant exactly as stated in Item 1A of Part I of Form ADV: Arnerich Massena & Associates, Inc.	IRS Empl. Ident. No.: 93-1119724
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Item of Form (identify)	Answer
Item 9 (continued)	<p>Prohibition of Insider Trading</p> <p>All "Associated Persons" of Americh Massena (inclusive of all Supervised Persons, independent contractors and consultants) are strictly prohibited from trading for their own accounts, or the accounts of their clients, friends, family or relatives, while in the possession of material non-public information. All of such persons are strictly prohibited from communicating any non-public information to other persons, other than personnel of Americh Massena and/or any affiliated companies involved in the matter who have a need to know such information and the firm's outside advisers retained to handle the matter.</p> <p>"Material information" generally is defined as information for which there is a substantial likelihood that a reasonable investor would consider it important in making his or her investment decisions, or information that is reasonably certain to have a substantial effect on the price of a company's securities. "Non-public information" is information that has not been effectively communicated to the marketplace.</p> <p>Americh Massena obtains information from a wide variety of publicly available sources. Our consultants have no, and do not claim to have, sources of inside or private information. In the normal course of our business, it would be unlikely that our employees would have access to non-public information.</p> <p>Personal Trading Activity</p> <p>At times employees of Americh Massena may take positions in the same securities as our clients, and will try to avoid conflicts with clients. We will not violate the firm's fiduciary responsibilities to our clients. Scalping (trading shortly ahead of clients) is prohibited. Should a conflict occur because of materiality (i.e., a thinly traded stock), disclosure will be made to the client(s) at the time of trading. Incidental trading not deemed to be a conflict (i.e., a purchase or sale which is minimal in relation to the total outstanding value, and as such would have negligible effect on the market price), would not be disclosed at the time of trading.</p> <p>Our employees and officers are required to provide statements as to all securities beneficially owned by them. Employees must submit their securities statements to the Chief Compliance Officer within 10 days of employment and must also report on a monthly basis all transactions in securities beneficially owned by them by providing copies of their monthly brokerage account statements to the Chief Compliance Officer. "Beneficially owned" means securities owned by a person directly or indirectly, through his or her related parties (e.g., immediate family members sharing a household with the person, minor children of the person, a partnership in which the person is a general partner, etc.).</p> <p>The Chief Compliance Officer will review periodically the monthly account statements for the employees' accounts.</p> <p>Employees wishing to purchase individual securities in their account(s), including the self-direction option within our 401(k) plan, are required to get pre-approval from the Chief Compliance Officer and/or the Portfolio Administrators who are aware of trading activity in client accounts.</p> <p>Employees are prohibited from buying any shares of stock issued by any of our firm's clients. Employees wishing to invest in initial public offerings or private placements must get pre-approval from the Chief Compliance Officer.</p>

Complete amended pages in full, circle amended items and file with execution page (page 1).

**Schedule F of
Form ADV
Continuation Sheet for Form ADV
Part II**

Applicant:	SEC File Number:	Date:
Arnerich Massena & Associates, Inc.	801-61109	March 21, 2008

(Do not use this Schedule as a continuation sheet for Form ADV Part I or any other schedules.)

1.	Full name of applicant exactly as stated in Item 1A of Part I of Form ADV: Arnerich Massena & Associates, Inc.	IRS Empl. Ident. No.: 93-1119724
	Item of Form (identify)	Answer
	Item 9 (continued)	<p>Privacy Policy</p> <p>The Code of Ethics also includes our privacy policy, which governs our use of nonpublic personal information about our current or prospective clients. We restrict access to nonpublic personal information to our employees, who must treat this information as confidential, and as permitted by law. As permitted by law, we may disclose personal information to companies that effect, administer or enforce a transaction that is requested or authorized by the client.</p> <p>We have established safeguards to protect the security and confidentiality of client records and information. We provide clients with an initial and annual notice of our privacy policy.</p> <p>Gifts and Entertainment</p> <p>Our Code of Ethics also prohibits employees' acceptance of gifts, favors, entertainment or special accommodations from any person, or any other thing of material value that could influence the employees' decision-making or make them feel obligated to the person. Similarly, employees should not offer gifts, favors, entertainment or other things of value that could be viewed as overly generous or aimed at influencing decision-making or making a client feel obligated to the firm or the employee.</p> <p>Reporting Violations</p> <p>All employees are required to promptly report any violation of our Code of Ethics to the Chief Compliance Officer. Retaliation against an individual who reports a violation is prohibited and constitutes a further violation of our Code of Ethics.</p> <p>Administration of the Code</p> <p>The Chief Compliance Officer administers our Code of Ethics and is responsible for introduction of the Code of Ethics and education of new employees and ongoing education of all employees with respect to the Code of Ethics.</p> <p>We will provide a copy of our Code of Ethics to any current or prospective client upon request.</p>
	Item 10	Arnerich Massena (consulting practice) generally requires that each account have assets of at least \$5 million. Arnerich Massena Wealth Management (discretionary practice) generally requires that each account have assets of at least \$2 million. Exceptions to any minimum amount of assets may be made in Arnerich Massena's sole discretion.
	Item 11A	<p>For each client account, Arnerich Massena maintains a written statement of investment policy and objectives; or written notes to the same effect. These investment policies and/or objectives are reviewed at least annually to ensure that:</p> <ol style="list-style-type: none"> investments in the account conform with the statement policy and objectives; and/or any discrepancies are noted; and/or the statement is modified by the client to reflect any change in policy and objectives.

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Item of Form (identify)	Answer
Item 11A (continued)	<p>A summary statement is also included with each client report (generally prepared quarterly). A review of each client's policy and objectives is conducted as part of the quarterly presentation to the client. Arnerich Massena's consultants conduct these reviews. (Information about the consultants is included in Item 6 in this Schedule F.) The consultants are instructed to review accounts for conformity and use appropriate channels to alert clients as expediently as possible when discrepancies occur.</p> <p>Each quarter, as a part of the quarterly performance cycle, all reports undergo an extensive peer review process prior to production and delivery to the client. The reports are reviewed in the following progression:</p> <ol style="list-style-type: none"> 1. The Performance Measurement Analyst ("PMA") assigned to the account reviews the reports for accuracy against custodial statements and manager performance; 2. A second PMA is partnered with the first PMA to review the first PMA's reports looking for typographical errors, accuracy of funds shown on graphs, such as asset allocation charts and performance charts, etc.; 3. The portfolio administrator involved with that particular client's money movement reviews activity reflected in the report to ensure that nothing has been overlooked; 4. The Chief Compliance Officer reviews every client report for general review and accuracy; 5. The Performance Measurement Group Manager reviews every client report for general review and accuracy; and 6. Each consultant reviews his or her own clients' reports for overall accuracy. Arnerich Massena has not established a maximum number of reports that can be reviewed by one consultant, but believes that he or she generally will be responsible for no more than 50 client relationships, including up to 25 institutional clients and/or up to 40 individual clients. <p>The above review process is applied to all reports, regardless of client type or size of account. There are approximately 300 reports. The employees referred to above are as follows:</p> <p><u>Performance Measurement Analysts:</u> Dave Randall, Dept. Mgr, Peg Terry, Greg Nickel, Sommer May, Susan Moriyama, Eric Messer, Geoff Hildreth and Ryan Berning <u>Portfolio Administrators:</u> Jackie O'Neill; Katie Kurucz and Joanne Boorman <u>Chief Compliance Officer:</u> Michelle Ruppelt <u>Consultants:</u> As listed under Item 6 in this Schedule F.</p>
Items 12A & 12B	<p>At the client's request, Arnerich Massena may recommend broker-dealers to execute transactions for the client's account. Arnerich Massena generally recommends that clients, discretionary clients in particular, select Charles Schwab & Co. as the client's custodian. Arnerich Massena, in recommending broker-dealers to execute portfolio transactions for the client's account, may consider the quality and reliability of the brokerage services, as well as research and investment information and other services provided by the brokers or dealers. Commission rates, being a component of price, are one factor considered by Arnerich Massena together with other factors. In making broker-dealer recommendations, Arnerich Massena is not obligated to seek in advance competitive bidding for the most favorable commission rate applicable to any particular transaction for client accounts or</p>

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Item of Form (identify)	Answer
Items 12A & 12B (continued)	<p>recommend any broker or dealer on the basis of its purported posted commission rate. Accordingly, recommended brokers or dealers may charge commission rates in excess of the amounts another broker or dealer would have charged for effecting transactions when Arnerich Massena has determined in good faith that the broker's or dealer's commission rates generally are reasonable in relation to the value of the brokerage services and/or research provided by the broker or dealer. If the client selects its own broker or dealer to execute transactions for the client's account, the client may forfeit more favorable commission rates and execution rates and execution than would be the case if it utilized the broker or dealer recommended by Arnerich Massena.</p> <p>Clients may have a pre-established relationship with a broker and they will instruct Arnerich Massena to execute all transactions through that broker. In directing the use of a particular broker or dealer, clients may lose out on certain benefits that may otherwise be obtained (e.g. client service benefits, eligibility to purchase institutional shares of mutual funds, and reduced commission rates negotiated by Arnerich Massena).</p> <p>Each investment manager that Arnerich Massena recommends to its clients generally will have investment discretion over that portion of the client's accounts managed by the particular investment manager. The client will have a direct contractual relationship with each such investment manager and should receive disclosures from each such manager about its practices, including brokerage, aggregation of orders, and use by the investment manager of "soft dollars" to obtain research products and services from broker-dealers based on customer orders placed through the brokers. The designation by a client of a particular broker for execution of client account transactions (particularly if it differs from the brokers used by that manager for execution of most of the manager's other clients' accounts) may affect the commission rates and the method and pricing of execution of the client's account transactions for the portion of the client's portfolio managed by a particular investment advisor. The client is urged to review each portfolio investment manager's disclosures on brokerage practices in deciding whether to direct the investment manager to use a particular broker for execution of the client's portfolio transactions.</p>
Items 12A(1), 12A(2) and 12A(4)	<p>Per our Discretionary Investment Advisory Services described starting on page 3, clients complete an investment questionnaire. Arnerich Massena uses the questionnaire and the client's asset allocation decision or Investment Policy Statement as guides to determine the investments in each portfolio, rebalance each portfolio as necessary, employ tactical strategies and make investment changes at Arnerich Massena's discretion.</p> <p>With respect to its discretionary practice, Arnerich Massena has the discretion to select which security will be bought or sold, the amount of the security that will be bought or sold, and the commission rate to be paid. Arnerich Massena does not use its discretion to select the broker-dealer to be used to effect transactions but instead uses the custodian that has been selected by the client. Because custodians generally charge a minimum fee for each transaction in a client's account, it is not economically feasible to select any broker-dealer other than the client's custodian.</p>
Item 13A	<p>Arnerich Massena may recommend that clients establish brokerage accounts with the Schwab Institutional division of Charles Schwab & Co., Inc., (Schwab), a registered broker-dealer, member SIPC, to maintain custody of clients' assets and to effect trades for their accounts. Arnerich Massena is independently owned and operated and not affiliated with Schwab. Schwab provides Arnerich Massena with access to its institutional trading and operations services, which are typically not available to Schwab retail investors. These services generally are available to independent investment advisors at no charge to them so long as a total of at least \$10 million of the advisor's clients' account assets are maintained at Schwab. Schwab's services include research, brokerage, custody, access to</p>

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Item of Form (identify)	Answer
Item 13A (continued)	<p>mutual funds and other investments that are otherwise available only to institutional investors or would require a significantly higher minimum initial investment.</p> <p>For Arnerich Massena's client accounts maintained in Schwab's custody, Schwab generally does not charge separately for custody but is compensated by account holders through commissions or other transaction-related fees for securities trades that are executed through Schwab or that settle into Schwab accounts.</p> <p>Schwab Institutional also makes available to Arnerich Massena other products and services that benefit Arnerich Massena and may not benefit its clients' accounts. Some of these other products and services assist Arnerich Massena in managing and administering clients' accounts. These include software and other technology that provide access to client account data (such as trade confirmations and account statements), facilitate trade execution (and allocation of aggregated trade orders for multiple client accounts), provide research, pricing information and other market data, facilitate payment of Arnerich Massena's fees from its clients' accounts, and assist with back-office functions, recordkeeping and client reporting. Many of these services generally may be used to service all or a substantial number of Arnerich Massena's accounts, including accounts not maintained at Schwab Institutional. In addition, Schwab Institutional also makes available to Arnerich Massena other services intended to help Arnerich Massena manage and further develop its business enterprise. These services may include consulting, publications and conferences on practice management, information technology consulting, business succession, regulatory compliance, and marketing. In addition, Schwab may make available, arrange and/or pay for these types of services rendered to Arnerich Massena by independent third parties. Schwab Institutional may discount or waive fees it would otherwise charge for some of these services or pay all or a part of the fees of a third party providing these services to Arnerich Massena. As a fiduciary, Arnerich Massena endeavors to act in its clients' best interests, and Arnerich Massena's recommendation that clients maintain their assets in accounts at Schwab may be based in part on the benefit to Arnerich Massena of the availability of some of the foregoing products and services and not solely on the nature, cost or quality of custody and brokerage services provided by Schwab, which may create a potential conflict of interest.</p> <p>Because a significant amount of Arnerich Massena client assets are committed to and invested in a variety of hedge fund and private equity limited partnerships ("LPs"), Arnerich Massena employees have been named to either Advisory Boards or Boards of Directors of some of these LPs. They are required to attend quarterly meetings regarding the LP. They attend these meetings by conference call or in person. The LPs pays the employee's expenses for traveling to and from the meetings, as well as his hotel costs while attending the meetings.</p> <p>See Item 9D in this Schedule F for information about one limited liability company managed by Mr. Arnerich, three limited liability companies managed by Arnerich Massena, and referral fees received by Arnerich Massena from Common Sense Partners.</p>

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Notice of Privacy Policy

You are receiving this notice in conjunction with Gramm-Leach-Bliley Act of 1999.

At Arnerich Massena & Associates, Inc. and AM&A Securities, Inc., maintaining your privacy is a priority. We recognize that the privacy and security of your nonpublic personal information is important to you, and we maintain safeguards designed to protect against unauthorized access. We do not sell this information to anyone and only disclose such information with others as permitted by law for the purpose of serving your investment needs.

Why We Collect Your Information

The information that we collect is either required or necessary to provide personalized investment services to you. Any information provided is kept confidential and allows us to:

- service your account;
- deliver products/services of interest to you;
- guard against unauthorized access to your account(s);
- improve customer service; and
- comply with legal and regulatory requirements.

The Information We Collect

Depending upon your relationship with us, we collect nonpublic personal information (such as your full name, address, Social Security number, telephone number, and account balances) from you:

- on applications and other forms;
- through transactions, correspondence, and other communications;
- in connection with providing you a financial product/service.

The Information We Disclose

We do not share the information we collect about our customers (or former customers) with any third parties, except as required or permitted by law. We may disclose information we collect to our affiliates and companies who help us to maintain and service your account(s). For example, we may share information with a money manager or clearing broker to process your transactions and update your account. These companies are authorized to use this information only in connection with the services for which we have hired them; they are not permitted to use or share this information for any other purpose.

We may also disclose nonpublic personal information to government agencies and regulatory organizations when permitted or required by law.

Protection of Information

For your protection, we restrict access to your nonpublic personal information to those individuals who need to know that information in order to provide products/services to you. We maintain physical, electronic, and procedural safeguards that are designed to comply with federal standards to maintain the confidentiality of your nonpublic personal information.

Updating and Correcting Your Account Information

The accuracy of your personal information is important to us. You can correct, update, or confirm your personal information at any time by contacting our firm at 503/239.0475.