



AGENDA REPORT

Meeting Date: September 23, 2008
Item Number: F-14
To: Honorable Mayor & City Council
From: Noel Marquis, Assistant Director of Administrative Services - Finance
Subject: APPROVALS RELATED TO VARIOUS CITY PURCHASING AND BUDGET TRANSACTIONS AS DESCRIBED HEREIN
Attachments: 1. Agreements (5)

Item A. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND SPHERION ATLANTIC ENTERPRISES, LLC TO PROVIDE TEMPORARY STAFFING ON AN AS-NEEDED BASIS; AND,

Item B. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND STIVERS TEMPORARY PERSONNEL DBA STIVERS STAFFING SERVICES TO PROVIDE TEMPORARY STAFFING ON AN AS-NEEDED BASIS; AND,

Item C. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND EXPRESS EMPLOYMENT PROFESSIONALS TO PROVIDE TEMPORARY STAFFING ON AN AS-NEEDED BASIS; AND,

Item D. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND GOVERNMENT STAFFING SERVICES DBA MUNI TEMPS-MUNICIPAL STAFFING TO PROVIDE TEMPORARY STAFFING ON AN AS-NEEDED BASIS.

RECOMMENDATION

Staff recommends that the City Council approve the agreements with Spherion Atlantic Enterprises, LLC, Stivers Temporary Personnel dba Stivers Staffing Services, Express Employment Professionals and Government Staffing Services dba Muni Temps-Municipal Staffing to provide temporary staffing services on an as-needed basis.

INTRODUCTION

To improve the quality of temporary employment candidates and obtain better pricing, a Request for Proposal (RFP) for temporary staffing services was sent out and 16 proposals were received.

DISCUSSION

After a comprehensive analysis of the submitted RFPs, five temporary staffing firms were selected, of which four agreements are presented here for your consideration. Robert Half International has a current agreement with the City; a revised agreement will be submitted for the next Purchasing Agenda.

The agreements for staffing services with Spherion, Stivers Staffing and Express Employment Professionals stipulate that pricing will not be more than 30% above the budgeted position's hourly rate for the first step in the salary range.

Likewise, the agreement for staffing services with MuniTemps stipulates that pricing will not be more than 50% above the budgeted position's hourly rate for the first step in the salary range.

Currently, the City primarily uses one vendor for temporary staffing services. The increase in vendor options and the restructuring of the bill rates are estimated to result in annual cost savings of 15%. Assuming similar usage of temporary services during the current fiscal year as used in fiscal year 2007/2008, the proposed agreements will save the City approximately \$53,000 on temporary employment expenses.

FISCAL IMPACT

Funds were budgeted and are available in each Department's Temporary Staffing budget for this purpose.

Item E. **APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND TECHNOLOGY RESOURCE CENTER, INC., FOR THE PURCHASE, INSTALLATION, AND IMPLEMENTATION OF PHASE II OF THE MOSCAD FIRE STATION ALERTING SYSTEM, AND RELATED SERVICES; AND,**

APPROVAL OF A PURCHASE ORDER IN THE NOT-TO-EXCEED AMOUNT OF \$92,411.23.

RECOMMENDATION

Staff recommends that the City Council approve the agreement and purchase order in the amount of \$92,411.23 to Technology Resource Center, Inc., for the purchase, installation, and implementation of Phase II of the Moscad Fire Station Alerting System and related services.

INTRODUCTION

Technology Resource Center, Inc. implemented Phase I of the Motorola MOSCAD Fire Station Alerting System which replaced the previous nonfunctioning fire station alerting system.

DISCUSSION

Phase II is an expansion for full deployment of the MOSCAD fire station alerting system based on the successful implementation of the Phase I program. The implementation includes the purchase and integration of 52 additional lighting units for installation in all three fire stations. Technology Resource Center, Inc. will install and make the System fully functional, including all necessary hardware, software and equipment as identified in detail in Exhibits A-2 and A-3 of the agreement.

The total amount of the agreement for Phase II is \$92,411.23.

FISCAL IMPACT

Funds were budgeted and are available in the Information Technology's Radio Infrastructure CIP Funds for this purpose.

Item F. APPROVAL OF A BLANKET PURCHASE ORDER TO UNISOURCE WORLDWIDE, INC. IN AN AMOUNT NOT-TO-EXCEED \$74,000 FOR THE PURCHASE OF MULTIPURPOSE PAPER AND RELATED PAPER PRODUCTS.

RECOMMENDATION

Staff recommends that the City Council approve a purchase order to Unisource Worldwide, Inc. in an amount not-to-exceed \$74,000 for the purchase of paper and related paper products.

INTRODUCTION

Unisource Worldwide, Inc., provides the multipurpose paper and related paper products used Citywide.

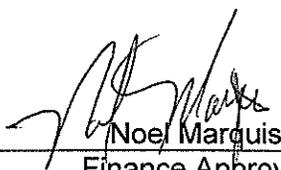
DISCUSSION

The City has been purchasing miscellaneous printing paper from Unisource Worldwide, Inc., for many years for offset printing, copiers, laser jet and inkjet printers, fax machines and various citywide projects. The City has been satisfied with the quality of paper products that they provide.

Staff is also requesting Council to waive the formal bid process so that the purchase can be made more cost effectively under the provisions of the US General Services Administration's (GSA) *GS-15F-1110H*, which extends the same pricing terms and conditions of the contract to the City of Beverly Hills.

FISCAL IMPACT

Funds were budgeted and are available in the Information Technology's Document Production-Printing Services Funds for this purpose.


Noel Marguis

Finance Approval



Scott G. Miller
Approved By

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
SPHERION ATLANTIC ENTERPRISES, LLC TO PROVIDE
TEMPORARY STAFFING ON AN AS-NEEDED BASIS

NAME OF VENDOR: Spherion Atlantic Enterprises, LLC

RESPONSIBLE PRINCIPAL OF VENDOR: Derrick Hardin, Business Development
Manager

VENDOR'S ADDRESS: 4727 Wilshire Blvd., Suite 414
Los Angeles, CA 90010

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Sandra Olivencia, Assistant
Director of Administrative Services/Human
Resources

COMMENCEMENT DATE: Upon receipt of written Notice to Proceed

TERMINATION DATE: 3 years from Commencement Date, unless
extended pursuant to Section 2 of the
Agreement

CONSIDERATION: Not to exceed amount approved in annual
CITY purchase order, based on the rates set
forth in Exhibit B-1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
SPHERION ATLANTIC ENTERPRISES, LLC TO PROVIDE
TEMPORARY STAFFING ON AN AS-NEEDED BASIS

THIS AGREEMENT is made by and between the City of Beverly Hills, a municipal corporation (hereinafter called "CITY"), and Spherion Atlantic Enterprises, LLC, a Delaware corporation (hereinafter called "VENDOR").

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

Section 1. VENDOR's Services. VENDOR shall perform the services as described in Exhibit A to the full satisfaction of CITY.

Section 2. Time of Performance. VENDOR 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 for three additional one-year terms pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation. CITY agrees to compensate VENDOR, and VENDOR agrees to accept in full satisfaction for the services required by this Agreement an amount not to exceed the amount set forth in annual CITY purchase orders and based on the rates set forth in Exhibit B-1, attached hereto and incorporated herein by this reference. Said Consideration shall constitute reimbursement of VENDOR's fee for the services. CITY shall pay VENDOR said Consideration in accordance with the schedule of payment set forth in Exhibit B-2, attached hereto and incorporated herein

Section 4. Independent Contractor. VENDOR 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 VENDOR or any of VENDOR's employees, except as herein set forth. VENDOR 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. This Agreement may not be assigned in whole or in part by either party, without the prior written consent of CITY.

Section 6. Responsible Principal.

(a) VENDOR's Responsible Principal set forth above shall be principally responsible for VENDOR's obligations under this Agreement and shall serve as principal liaison between CITY and VENDOR. Designation of another Responsible Principal by VENDOR shall not be made without the 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

(a) VENDOR represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All personnel engaged in the work shall be qualified to perform such services. CITY may require the removal of any VENDOR personnel from CITY with or without cause.

(b) Prior to an employee of VENDOR performing services under this Agreement, he/she shall be fingerprinted by the CITY Police Department, at CITY's cost, in order for CITY to conduct a State Department of Justice ("DOJ") background check. VENDOR shall not assign to work at CITY any employee whose criminal background check reveals that he/she has been convicted of a misdemeanor or felony involving moral turpitude.

(c) VENDOR shall, prior to assigning any employee to perform work for CITY, conduct a criminal background check for the seven (7) years prior to the assignment for each such employee in the State of California.

(d) VENDOR shall also conduct credit checks for every employee who would have cash-handling responsibilities.

Section 8. Interests of VENDOR. VENDOR 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 VENDOR.

Section 9. Insurance.

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

(b) VENDOR agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation and employer's liability insurance as required by law.

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

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

(e) At all times during the term of this Agreement, VENDOR 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. VENDOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The General Liability 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.

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

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

Section 10. Indemnification. VENDOR 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 VENDOR or any person employed by VENDOR 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 VENDOR. VENDOR 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 VENDOR, VENDOR shall be paid full compensation for all services performed by VENDOR, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, VENDOR shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation based on the rates set forth in Exhibit B-1, provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid VENDOR for the full performance of the services required by this Agreement.

Section 12. Notice. Any notice required to be given to VENDOR shall be deemed duly and properly given upon delivery, if sent to VENDOR postage prepaid to the VENDOR's address set forth above or personally delivered to VENDOR at such address or other address specified to CITY in writing by VENDOR.

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 VENDOR in writing by CITY.

Section 13. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and VENDOR, 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 VENDOR.

Section 14. Attorney's Fees. In the event that CITY or VENDOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

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

Section 16. 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

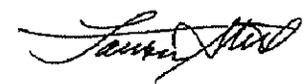
ATTEST:

BYRON POPE
City Clerk (SEAL)

VENDOR: SPHERION ATLANTIC
ENTERPRISES LLC



WILLIAM TATE
President, Staffing Services



LAUREN STEEL-BOUEY
Vice President West Region

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD
City Manager

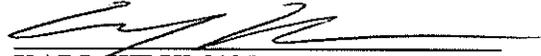
[Signatures continue]



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



SANDRA OLIVENCIA
Assistant Director of Administrative
Services/Human Resources



KARL KIRKMAN
Risk Manager

EXHIBIT A

Scope of Services

VENDOR shall provide temporary staffing needs for CITY on a non-exclusive, as needed basis. VENDOR shall propose candidates to CITY and CITY shall have the right to reject any candidates or request the immediate removal of any VENDOR employee already placed in the CITY. Each VENDOR employee who performs work under this Agreement shall be fingerprinted by CITY Police Department in accordance with Section 7 of this Agreement. CITY shall not require VENDOR's employees to drive during their temporary assignment with CITY. CITY shall take reasonable safeguards to limit VENDOR's employees access to money or social security numbers.

EXHIBIT B-1

Compensation

1. COMPENSATION FOR TEMPORARY STAFFING:

For all positions, CITY shall pay no more than 30% above the CITY's published minimum hourly pay rate.

(a) If a VENDOR employee does not meet CITY's expectations, VENDOR shall not charge CITY for the first four hours of work. CITY may use this offer in conjunction with any other VENDOR offer.

(b) The first four hours shall be free to CITY on any assignment of 30 days or more in which VENDOR employee must receive training or orientation. CITY may use this offer in conjunction with any other VENDOR offer.

(c) The first four hours of VENDOR'S first assignment of 30 days or more in any CITY department shall be free to CITY and shall be credited to CITY after the the completion of the first 30 days. CITY may use this offer in conjunction with any other VENDOR offer.

(d) In the event that the work schedule of a temporary position has an alternate schedule, such as a 9/80 or 4/10, CITY shall not pay VENDOR overtime.

2. COMPENSATION FOR EMPLOYMENT BY CITY

(a) CITY may directly employ VENDOR employees without compensation to VENDOR upon completion by such employee of 480 hours worked in the CITY.

(i) For direct hire and temp-to-perm placements, CITY will pay VENDOR 15% of the hired employees annual salary. This fee (the "Fee") shall be prorated based upon the number of hours worked.

(ii) The Fee shall be calculated by (i) multiplying the annual salary by 15%; (ii) dividing that by 480 hours to establish the hourly rate; (iii) subtracting the number of hours worked to date from 480 hours; (iv) multiplying the hourly rate by the number of hours remaining.

(b) VENDOR guarantees all direct hire and temp-to-perm placements for ninety (90) calender days beginning on the first day of employment as a CITY employee. Should the placed employee prove to be unsatisfactory for any reason within the first ninety (90) days of employment, VENDOR shall replace the employee, for a maximum of one replacement, at no additional charge.

(c) If VENDOR employee is released or leaves during the 480 hour period, VENDOR shall replace the employee and reduce the release period by the number of hours worked. For example, if said employee is released or leaves after 100 hours, the replacement employee may be hired after 380 hours of work at CITY without a fee.

(b) VENDOR shall provide CITY thirty (30) days prior written notice of any change in the rates set forth in this Exhibit. The rate changes are subject to the prior written approval of the City Manager or his designee.

EXHIBIT B-2

Schedule of Payment

VENDOR shall submit an itemized statement to CITY for its services performed for the prior month which shall include documentation on a form approved by CITY, setting forth in detail a description of the services rendered and the hours of service. CITY shall pay VENDOR the amount of such billing within thirty (30) days of receipt of same.



EXHIBIT C

CERTIFICATE OF INSURANCE

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

NAMED INSURED

COMPANIES AFFORDING COVERAGE

A.
B.
C.

ADDRESS

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

TITLE: _____

AGENCY: _____

ADDRESS: _____

RM02.DOC REVISED 10/14/96.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/19/2008

PRODUCER
Wells Fargo Ins. Svcs. of IL
150 N. Michigan Ave
Suite 3900
Chicago, IL 60601

INSURED
Stivers Temporary Personnel, Inc.
200 West Monroe Street
Chicago, IL 60606

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Federal Insurance Co.	
INSURER B: Wausau Insurance Co.	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	35343736	01/01/08	01/01/09	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$1,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	73234128	01/01/08	01/01/09	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	79731015	01/01/08	01/01/09	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
							\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WCCZ91505770018	01/01/08	01/01/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**** Supplemental Name ****
Stivers Temporary Personnel, Inc.
Stivers Computer Services, Inc.
Stivers Staffing Services
(See Attached Descriptions)

CERTIFICATE HOLDER

City of Beverly Hills

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

George P. Stanching III

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

Right Temporaries

City of Beverly Hills, Its City Council and each member thereof and every officer and employee of the City are listed as additional insureds in respects to the above-captioned General and Auto Liability Policies.

Except to the extent of the previously mentioned entities' negligence, the aforementioned liability policies are primary without the right of contribution of any insurance maintained by or on behalf of the City of Beverly Hills.

Waiver of Subrogation applies on the above-captioned policies.

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
STIVERS TEMPORARY PERSONNEL DBA STIVERS
STAFFING SERVICES TO PROVIDE TEMPORARY STAFFING
ON AN AS-NEEDED BASIS

NAME OF VENDOR: Stivers Temporary Personnel d.b.a. Stivers
Staffing Services

RESPONSIBLE PRINCIPAL OF VENDOR: Alison Lauderbach
Assistant Branch Manager

VENDOR'S ADDRESS: 10880 Wilshire Blvd., #117
Los Angeles, CA 90024

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Sandra Olivencia, Assistant
Director of Administrative Services/Human
Resources

COMMENCEMENT DATE: Upon receipt of written Notice to Proceed

TERMINATION DATE: 3 years from Commencement Date, unless
extended pursuant to Section 2 of the
Agreement

CONSIDERATION: Not to exceed amount approved in annual
CITY purchase order, based on the rates set
forth in Exhibit B-1

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STIVERS TEMPORARY PERSONNEL DBA STIVERS
STAFFING SERVICES TO PROVIDE TEMPORARY STAFFING
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Section 5. Assignment. This Agreement may not be assigned in whole or in part by either party, without the prior written consent of CITY.

Section 6. Responsible Principal.

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(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.

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(a) VENDOR represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All personnel engaged in the work shall be qualified to perform such services. CITY may require the removal of any VENDOR personnel from CITY with or without cause.

(b) Prior to an employee of VENDOR performing services under this Agreement, he/she shall be fingerprinted by the CITY Police Department, at CITY's cost, in order for CITY to conduct a State Department of Justice ("DOJ") background check. VENDOR shall not assign to work at CITY any employee whose criminal background check reveals that he/she has been convicted of a misdemeanor or felony involving moral turpitude.

(c) VENDOR shall, prior to assigning any employee to perform work for CITY, conduct a criminal background check for the seven (7) years prior to the assignment for each such employee in the State of California.

(d) VENDOR shall also conduct credit checks for every employee who would have cash-handling responsibilities.

Section 8. Interests of VENDOR. VENDOR 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 VENDOR.

Section 9. Insurance.

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

(b) VENDOR agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation and employer's liability insurance as required by law.

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

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

(e) At all times during the term of this Agreement, VENDOR 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. VENDOR 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.

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

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

Section 10. Indemnification. VENDOR 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 VENDOR or any person employed by VENDOR 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 VENDOR. VENDOR 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 VENDOR, VENDOR shall be paid full compensation for all services performed by VENDOR, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, VENDOR shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation based on the rates set forth in Exhibit B-1, provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid VENDOR for the full performance of the services required by this Agreement.

Section 12. Notice. Any notice required to be given to VENDOR shall be deemed duly and properly given upon delivery, if sent to VENDOR postage prepaid to the VENDOR's address set forth above or personally delivered to VENDOR at such address or other address specified to CITY in writing by VENDOR.

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Section 13. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and VENDOR, 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 VENDOR.

Section 14. Attorney's Fees. In the event that CITY or VENDOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

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

Section 16. 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

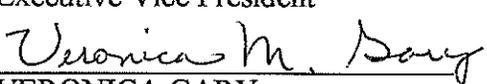
ATTEST:

BYRON POPE
City Clerk (SEAL)

VENDOR: STIVERS TEMPORARY
PERSONNEL DBA STIVERS STAFFING
SERVICES

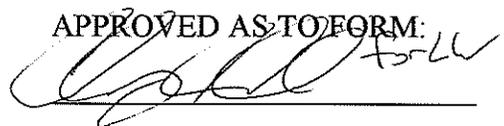


JOHN IRJIAN
Executive Vice President



VERONICA GARY
Secretary

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD
City Manager

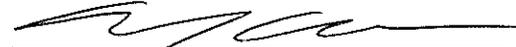


SCOTT G. MILLER
Director of Administrative Services/ Chief
Financial Officer

[Signatures continue]



SANDRA OLIVENCIA
Assistant Director of Administrative
Services/Human Resources



KARL KIRKMAN
Risk Manager

EXHIBIT A

Scope of Services

VENDOR shall provide temporary staffing needs for CITY on a non-exclusive, as needed basis. VENDOR shall propose candidates to CITY and CITY shall have the right to reject any candidates or request the immediate removal of any VENDOR employee already placed in the CITY. Each VENDOR employee who performs work under this Agreement shall be fingerprinted by CITY Police Department in accordance with Section 7 of this Agreement. CITY shall not require VENDOR's employees to drive during their temporary assignment with CITY.

EXHIBIT B-1

Compensation

1. COMPENSATION FOR TEMPORARY STAFFING:

For all positions, CITY shall pay no more than 30% of the CITY's published minimum hourly pay rate.

(a) If a VENDOR employee does not meet CITY's expectations, VENDOR shall not charge CITY for the first four hours of work. CITY may use this offer in conjunction with any other VENDOR offer.

(b) The first four hours shall be free to CITY on any assignment of 30 days or more in which VENDOR employee must receive training or orientation. CITY may use this offer in conjunction with any other VENDOR offer.

(c) The first four hours of VENDOR'S first assignment of 30 days or more in any CITY department shall be free to CITY. CITY may use this offer in conjunction with any other VENDOR offer.

(d) In the event that the work schedule of a temporary position has an alternate schedule, such as a 9/80 or 4/10, CITY shall not pay VENDOR overtime.

2. COMPENSATION FOR EMPLOYMENT BY CITY

(a) CITY may directly employ VENDOR employees without compensation to VENDOR upon completion by such employee of 480 hours worked in the CITY.

(i) For direct hire and temp-to-perm placements, CITY will pay VENDOR 15% of the hired employees annual salary. This fee (the "Fee") shall be prorated based upon the number of hours worked.

(ii) The Fee shall be calculated by (i) multiplying the annual salary by 15%; (ii) dividing that by 480 hours to establish the hourly rate; (iii) subtracting the number of hours worked to date from 480 hours; (iv) multiplying the hourly rate by the number of hours remaining.

(b) VENDOR guarantees all direct hire and temp-to-perm placements for ninety (90) calendar days beginning on the first day of employment as a CITY employee. Should the placed employee prove to be unsatisfactory for any reason within the first ninety (90) days of employment, VENDOR shall replace the employee at no additional charge.

(c) If VENDOR employee is released or leaves during the 480 hour period, VENDOR shall replace the employee and reduce the release period by the number of hours worked. For example, if said employee is released or leaves after 100 hours, the replacement employee may be hired after 380 hours of work at CITY without a fee.

(b) VENDOR shall provide CITY thirty (30) days prior written notice of any change in the rates set forth in this Exhibit. The rate changes are subject to the prior written approval of the City Manager or his designee.

EXHIBIT B-2

Schedule of Payment

VENDOR shall submit an itemized statement to CITY for its services performed for the prior month which shall include documentation on a form approved by CITY, setting forth in detail a description of the services rendered and the hours of service. CITY shall pay VENDOR the amount of such billing within thirty (30) days of receipt of same.



EXHIBIT C

CERTIFICATE OF INSURANCE

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

NAMED INSURED

COMPANIES AFFORDING COVERAGE

**A.
B.
C.**

ADDRESS

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

TITLE: _____

AGENCY: _____

ADDRESS: _____

RM02.DOC REVISED 10/14/96.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/19/2008

PRODUCER Wells Fargo Ins. Svcs. of IL 150 N. Michigan Ave Suite 3900 Chicago, IL 60601	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Stivers Temporary Personnel, Inc. 200 West Monroe Street Chicago, IL 60606	INSURER A: Federal Insurance Co.	
	INSURER B: Wausau Insurance Co.	
	INSURER C:	
	INSURER D:	
	INSURER E:	

Handwritten signature/initials

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	35343736	01/01/08	01/01/09	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$1,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	73234128	01/01/08	01/01/09	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	79731015	01/01/08	01/01/09	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
							\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WCCZ91505770018	01/01/08	01/01/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
**** Supplemental Name ****
 Stivers Temporary Personnel, Inc.
 Stivers Computer Services, Inc.
 Stivers Staffing Services
 (See Attached Descriptions)

CERTIFICATE HOLDER City of Beverly Hills	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
--	--

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

Right Temporaries

City of Beverly Hills, Its City Council and each member thereof and every officer and employee of the City are listed as additional insureds in respects to the above-captioned General and Auto Liability Policies.

Except to the extent of the previously mentioned entities' negligence, the aforementioned liability policies are primary without the right of contribution of any insurance maintained by or on behalf of the City of Beverly Hills.

Waiver of Subrogation applies on the above-captioned policies.

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
EXPRESS EMPLOYMENT PROFESSIONALS TO PROVIDE
TEMPORARY STAFFING ON AN AS-NEEDED BASIS

NAME OF VENDOR: Express Employment Professionals

RESPONSIBLE PRINCIPAL OF VENDOR: Brian Majorsky, President

VENDOR'S ADDRESS: 1650 Westwood Blvd., Suite 205
Los Angeles, CA 90024

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Sandra Olivencia, Assistant
Director of Administrative Services/Human
Resources

COMMENCEMENT DATE: Upon receipt of written Notice to Proceed

TERMINATION DATE: 3 years from Commencement Date, unless
extended pursuant to Section 2 of the
Agreement

CONSIDERATION: Not to exceed amount approved in annual
CITY purchase order, based on the rates set
forth in Exhibit B-1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
EXPRESS EMPLOYMENT PROFESSIONALS TO PROVIDE
TEMPORARY STAFFING ON AN AS-NEEDED BASIS

THIS AGREEMENT is made by and between the City of Beverly Hills, a municipal corporation (hereinafter called "CITY"), and Express Employment Professionals, a Wyoming corporation (hereinafter called "VENDOR").

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

Section 1. VENDOR's Services. VENDOR shall perform the services as described in Exhibit A to the full satisfaction of CITY.

Section 2. Time of Performance. VENDOR 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 for three additional one-year terms pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation. CITY agrees to compensate VENDOR, and VENDOR agrees to accept in full satisfaction for the services required by this Agreement an amount not to exceed the amount set forth in annual CITY purchase orders and based on the rates set forth in Exhibit B-1, attached hereto and incorporated herein by this reference. Said Consideration shall constitute reimbursement of VENDOR's fee for the services. CITY shall pay VENDOR said Consideration in accordance with the schedule of payment set forth in Exhibit B-2, attached hereto and incorporated herein

Section 4. Independent Contractor. VENDOR 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 VENDOR or any of VENDOR's employees, except as herein set forth. VENDOR 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. This Agreement may not be assigned in whole or in part by either party, without the prior written consent of CITY.

Section 6. Responsible Principal.

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

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(a) VENDOR represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All personnel engaged in the work shall be qualified to perform such services. CITY may require the removal of any VENDOR personnel from CITY with or without cause.

(b) Prior to an employee of VENDOR performing services under this Agreement, he/she shall be fingerprinted by the CITY Police Department, at CITY's cost, in order for CITY to conduct a State Department of Justice ("DOJ") background check. VENDOR shall not assign to work at CITY any employee whose criminal background check reveals that he/she has been convicted of a misdemeanor or felony involving moral turpitude.

(c) VENDOR shall, prior to assigning any employee to perform work for CITY, conduct a criminal background check for the seven (7) years prior to the assignment for each such employee in the State of California.

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

(g) CITY shall ensure that VENDOR employees' job duties do not permit access to cash, securities, social security or credit card numbers, charges or account numbers.

(h) CITY shall ensure that none of VENDOR's employees are permitted to drive any vehicles or motorized equipment including forklifts. The term "vehicle" as used in this Agreement means a motor vehicle, trailer, semi-trailer and any other motorized mobile equipment (for example: forklift) designed for travel or transportation purposes on public roads, in warehouses or any other locations at which such a vehicle would be used.

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

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

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Section 16. 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.

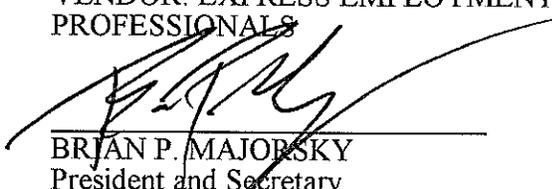
EXECUTED the _____ day of _____, 200__ at Beverly Hills, California.

CITY OF BEVERLY HILLS,
a municipal corporation

BARRY BRUCKER
Mayor of the City of Beverly Hills, California

ATTEST:

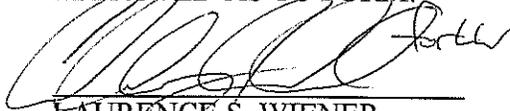
BYRON POPE (SEAL)
City Clerk

VENDOR: EXPRESS EMPLOYMENT
PROFESSIONALS


BRIAN P. MAJORSKY
President and Secretary

[Signatures continue]

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

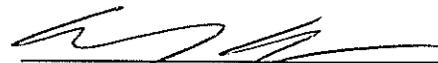
RODERICK J. WOOD
City Manager



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



SANDRA OLIVENCIA
Assistant Director of Administrative
Services/Human Resources



KARL KIRKMAN
Risk Manager

EXHIBIT A

Scope of Services

VENDOR shall provide temporary staffing needs for CITY on a non-exclusive, as needed basis. VENDOR shall propose candidates to CITY and CITY shall have the right to reject any candidates or request the immediate removal of any VENDOR employee already placed in the CITY. Each VENDOR employee who performs work under this Agreement shall be fingerprinted by CITY Police Department in accordance with Section 7 of this Agreement. CITY shall not require VENDOR's employees to drive during their temporary assignment with CITY.

VENDOR employees shall not have access to cash, securities, credit card numbers, social security or account numbers.

EXHIBIT B-1

Compensation

1. COMPENSATION FOR TEMPORARY STAFFING:

For all positions, CITY shall pay no more than 30% of the CITY's published minimum hourly pay rate.

(a) If a VENDOR employee does not meet CITY's expectations, VENDOR shall not charge CITY for the first four hours of work. CITY may use this offer in conjunction with any other VENDOR offer.

(b) The first four hours shall be free to CITY on any assignment of 30 days or more in which VENDOR employee must receive training or orientation. CITY may use this offer in conjunction with any other VENDOR offer.

(c) The first four hours of VENDOR'S first assignment of 30 days or more in any CITY department shall be free to CITY. CITY may use this offer in conjunction with any other VENDOR offer.

(d) In the event that the work schedule of a temporary position has an alternate schedule, such as a 9/80 or 4/10, CITY shall not pay VENDOR overtime.

2. COMPENSATION FOR EMPLOYMENT BY CITY

(a) CITY may directly employ VENDOR employees without compensation to VENDOR upon completion by such employee of 480 hours worked in the CITY.

(i) For direct hire and temp-to-perm placements, CITY will pay VENDOR 15% of the hired employees annual salary. This fee (the "Fee") shall be prorated based upon the number of hours worked.

(ii) The Fee shall be calculated by (i) multiplying the annual salary by 15%; (ii) dividing that by 480 hours to establish the hourly rate; (iii) subtracting the number of hours worked to date from 480 hours; (iv) multiplying the hourly rate by the number of hours remaining.

(b) VENDOR guarantees all direct hire and temp-to-perm placements for ninety (90) calendar days beginning on the first day of employment as a CITY employee. Should the placed employee prove to be unsatisfactory for any reason within the first ninety (90) days of employment, VENDOR shall replace the employee at no additional charge.

(c) If VENDOR employee is released or leaves during the 480 hour period, VENDOR shall replace the employee and reduce the release period by the number of hours worked. For example, if said employee is released or leaves after 100 hours, the replacement employee may be hired after 380 hours of work at CITY without a fee.

(b) VENDOR shall provide CITY thirty (30) days prior written notice of any change in the rates set forth in this Exhibit. The rate changes are subject to the prior written approval of the City Manager or his designee.

EXHIBIT B-2

Schedule of Payment

VENDOR shall submit an itemized statement to CITY for its services performed for the prior month which shall include documentation on a form approved by CITY, setting forth in detail a description of the services rendered and the hours of service. CITY shall pay VENDOR the amount of such billing within thirty (30) days of receipt of same.



EXHIBIT C

CERTIFICATE OF INSURANCE

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

NAMED INSURED

COMPANIES AFFORDING COVERAGE

ADDRESS

**A.
B.
C.**

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

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

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

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

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

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

DATE: _____

BY: _____

Authorized Insurance Representative

AGENCY: _____

TITLE: _____

ADDRESS: _____

RM02.DOC REVISED 10/14/96.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/21/2008

PRODUCER Phone: 800-888-3910 Fax: 312-527-9473
 Hilb Rogal & Hobbs (HRH)
 One East Wacker Drive, Suite 1800
 Chicago IL 60601

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: National Union Fire Ins Co of	
INSURER B: Insurance Co Of The State Of	19429
INSURER C: National Union Fire Ins Co	
INSURER D: American Home Assur Co	19380
INSURER E: AIG	

INSURED
 Express Services, Inc.
 8516 NW Expressway
 Oklahoma City OK 73162

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <u>Staffing Service</u> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	SSL9518899	10/1/2007	10/1/2008	EACH OCCURRENCE	\$ 5,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$250,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ Incl. E&O
						GENERAL AGGREGATE	\$ 5,000,000
						PRODUCTS - COMP/OP AGG	\$ Included
A	X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	SSL9518899	10/1/2007	10/1/2008	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A	X	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	BE5151669	10/1/2007	10/1/2008	EACH OCCURRENCE	\$ 10,000,000
						AGGREGATE	\$ 10,000,000
							\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC5455644	10/1/2007	10/1/2008	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	<input type="checkbox"/> OTH-ER
C		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	WC5455640	10/1/2007	10/1/2008	E.L. EACH ACCIDENT	\$ 1,000,000
D			WC5455639	10/1/2007	10/1/2008	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
E		If yes, describe under SPECIAL PROVISIONS below	see attached list	10/1/2007	10/1/2008	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C		OTHER	1492435	10/1/2007	10/1/2008	Crime/Fidelity	\$1,000,000
A		Crime/Fidelity Staffing E&O Coverage	SSL9518899	10/1/2007	10/1/2008	E&O Occ/Agg	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Location: 2316-Westwood, CA
 Type of Company: City Governement
 Job Description: Administration and clerical duties

All insurance carriers shown on this certificate have an A.M. Best Rating of A+XV unless otherwise noted.

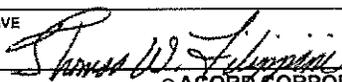
CERTIFICATE HOLDER

City of Beverly Hills
 455 North Rexford Dr.
 Beverly Hills CA 90210

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Workers' Compensation Policy Schedule:

Policies Effective: 10/1/07 Policies Expiration 10/1/08

B. Insurance Company State of PA

Policy No. WC5455644

States Covered: AK,AL,AR,AZ,CO,CT,DC,DE,GA,HI,IA,ID,IL,IN,KS,KY,LA,MA,MD,ME,MI,
MN,MO,MS,MT,NC,NE,NH,NJ,NM,NV,NY,OK,PA,RI,SC,SD,TN, UT,VA

WV – ADDED 7/1/08

C. National Union Fire Ins Co

Policy No. WC 5455640

States Covered: WI (ND,OH,WA,WY EMP.LIAB.ONLY – WV DELETED 7/1/08)

D. American Home Assurance Company

Policy No. WC 5455639

States Covered: CA

E. AIG Casualty Company

Policy No. WC 5455641

States Covered: OR

D. American Home Assurance Company

Policy No. WC 5455642

States Covered: FL

F. New Hampshire Insurance Company

Policy No. WC 5455643

States Covered: TX

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
GOVERNMENT STAFFING SERVICES DBA MUNI TEMPS-
MUNICIPAL STAFFING TO PROVIDE TEMPORARY
STAFFING ON AN AS-NEEDED BASIS

NAME OF VENDOR: Government Staffing Services, Inc. d.b.a.
MuniTemps- Municipal Staffing

RESPONSIBLE PRINCIPAL OF VENDOR: John Herrera, President, Chief Executive
Officer

VENDOR'S ADDRESS: P.O. Box 718
Imperial Beach, CA 91933

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Sandra Olivencia, Assistant
Director of Administrative Services/Human
Resources

COMMENCEMENT DATE: Upon receipt of written Notice to Proceed

TERMINATION DATE: 3 years from Commencement Date, unless
extended pursuant to Section 2 of the
Agreement

CONSIDERATION: Not to exceed amount approved in annual
CITY purchase order, based on the rates set
forth in Exhibit B-1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
GOVERNMENT STAFFING SERVICES DBA MUNI TEMPS-
MUNICIPAL STAFFING TO PROVIDE TEMPORARY
STAFFING ON AN AS-NEEDED BASIS

THIS AGREEMENT is made by and between the City of Beverly Hills, a municipal corporation (hereinafter called "CITY"), and Government Staffing Services, Inc. d.b.a. MuniTemps-Municipal Staffing, a California corporation (hereinafter called "VENDOR").

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

Section 1. VENDOR's Services. VENDOR shall perform the services as described in Exhibit A to the full satisfaction of CITY.

Section 2. Time of Performance. VENDOR 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 for tHo additional one-year terms pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation. CITY agrees to compensate VENDOR, and VENDOR agrees to accept in full satisfaction for the services required by this Agreement an amount not to exceed the amount set forth in annual city purchase orders and based on the rates set forth in Exhibit B-1, attached hereto and incorporated herein by this reference. Said Consideration shall constitute reimbursement of VENDOR's fee for the services. CITY shall pay VENDOR said Consideration in accordance with the schedule of payment set forth in Exhibit B-2, attached hereto and incorporated herein.

Section 4. Independent Contractor. VENDOR 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 VENDOR or any of VENDOR's employees, except as herein set forth. VENDOR 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. This Agreement may not be assigned in whole or in part by either party, without the prior written consent of CITY.

Section 6. Responsible Principal.

(a) VENDOR's Responsible Principal set forth above shall be principally responsible for VENDOR's obligations under this Agreement and shall serve as principal liaison between CITY and VENDOR. Designation of another Responsible Principal by VENDOR shall not be made without the 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.

(a) VENDOR represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All personnel engaged in the work shall be qualified to perform such services. CITY may require the removal of any VENDOR personnel from CITY with or without cause.

(b) Prior to an employee of VENDOR performing services under this Agreement, he/she shall be fingerprinted by the CITY Police Department, at CITY's cost, in order for CITY to conduct a State Department of Justice ("DOJ") background check. VENDOR shall not assign to work at CITY any employee whose criminal background check reveals that he/she has been convicted of a misdemeanor or felony involving moral turpitude.

(c) VENDOR shall, prior to assigning any employee to perform work for CITY, conduct a criminal background check for the seven (7) years prior to the assignment for each such employee in the State of California.

(d) VENDOR shall also conduct credit checks for every employee who would have cash-handling responsibilities.

Section 8. Interests of VENDOR. VENDOR 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 VENDOR.

Section 9. Insurance.

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

(b) VENDOR agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation and employer's liability insurance as required by law.

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

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

(e) At all times during the term of this Agreement, VENDOR 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. VENDOR 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.

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

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

Section 10. Indemnification. VENDOR 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 VENDOR or any person employed by VENDOR 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 VENDOR. VENDOR 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 VENDOR, VENDOR shall be paid full compensation for all services performed by VENDOR, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, VENDOR shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation based on the rates set forth in Exhibit B-1, provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid VENDOR for the full performance of the services required by this Agreement.

Section 12. Notice. Any notice required to be given to VENDOR shall be deemed duly and properly given upon delivery, if sent to VENDOR postage prepaid to the VENDOR's address set forth above or personally delivered to VENDOR at such address or other address specified to CITY in writing by VENDOR.

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 VENDOR in writing by CITY.

Section 13. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and VENDOR, 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 VENDOR.

Section 14. Attorney's Fees. In the event that CITY or VENDOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

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

Section 16. 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

ATTEST:

BYRON POPE
City Clerk

VENDOR: GOVERNMENT STAFFING
SERVICES DBA MUNI TEMPS-
MUNICIPAL STAFFING

JOHN HERRERA
President/Chief Executive Officer

MARIA HERRERA
Vice President and Secretary

APPROVED AS TO FORM:

Laurence S. Wiener

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

SANDRA OLIVENCIA
Assistant Director of Administrative
Services/Human Resources

KARL KIRKMAN
Risk Manager

EXHIBIT A

Scope of Services

VENDOR shall provide temporary staffing needs for CITY on a non-exclusive, as needed basis. VENDOR shall propose candidates to CITY and CITY shall have the right to reject any candidates or request the immediate removal of any VENDOR employee already placed in the CITY. Each VENDOR employee who performs work under this Agreement shall be fingerprinted by CITY Police Department in accordance with Section 7 of this Agreement. CITY shall not require VENDOR's employees to drive during their temporary assignment with CITY.

EXHIBIT B-1

Compensation

1. For all positions, CITY shall pay no more than 55% of the CITY's published minimum hourly pay rate.

(a) If a VENDOR employee does not meet CITY's expectations, VENDOR shall not charge CITY for the first four hours of work. CITY may use this offer in conjunction with any other VENDOR offer.

(b) The first four hours shall be free to CITY on any assignment of 30 days or more in which VENDOR employee must receive training or orientation. CITY may use this offer in conjunction with any other VENDOR offer.

(c) The first four hours of VENDOR'S first assignment of 30 days or more in any CITY department shall be free to CITY. CITY may use this offer in conjunction with any other VENDOR offer.

(d) In the event that the work schedule of a temporary position has an alternate schedule, such as a 9/80 or 4/10, CITY shall not pay VENDOR overtime.

2. COMPENSATION FOR EMPLOYMENT BY CITY

(a) CITY may directly employ VENDOR employees without compensation to VENDOR upon completion by such employee of 980 hours worked in the CITY.

(i) For direct hire and temp-to-perm placements, CITY will pay VENDOR 15% of the hired employees annual salary. This fee (the "Fee") shall be prorated based upon the number of hours worked.

(ii) The Fee shall be calculated by (i) multiplying the annual salary by 15%; (ii) dividing that by 480 hours to establish the hourly rate; (iii) subtracting the number of hours worked to date from 480 hours; (iv) multiplying the hourly rate by the number of hours remaining.

(b) VENDOR guarantees all direct hire and temp-to-perm placements for ninety (90) calendar days beginning on the first day of employment as a CITY employee. Should the placed employee prove to be unsatisfactory for any reason within the first ninety (90) days of employment, VENDOR shall replace the employee at no additional charge.

(c) If VENDOR employee is released or leaves during the 980 hour period, VENDOR shall replace the employee and reduce the release period by the number of hours worked. For example, if said employee is released or leaves after 100 hours, the replacement employee may be hired after 880 hours of work at CITY without a fee.

(b) VENDOR shall provide CITY thirty (30) days prior written notice of any change in the rates set forth in this Exhibit. The rate changes are subject to the prior written approval of the City Manager or his designee.

EXHIBIT B-2

Schedule of Payment

VENDOR shall submit an itemized statement to CITY for its services performed for the prior month which shall include documentation on a form approved by approved by CITY, setting forth in detail a description of the services rendered and the hours of service. CITY shall pay VENDOR the amount of such billing within thirty (30) days of receipt of same.



EXHIBIT C

CERTIFICATE OF INSURANCE

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

NAMED INSURED

COMPANIES AFFORDING COVERAGE

ADDRESS

**A.
B.
C.**

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

TITLE: _____

AGENCY: _____

ADDRESS: _____

RM02.DOC REVISED 10/14/96.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID ME DATE (MM/DD/YYYY)
 MUNIT-1 05/30/08

PRODUCER
 CTK North American
 Insurance Services, LLC
 1240 N Lakeview Ave, Suite 240
 Anaheim CA 92807
 Phone: 714-779-2000 Fax: 714-779-4129

INSURED
 Government Staffing Service Inc
 dba: Munitemps-Municipal
 Staffing Solutions
 P.O. Box 718
 Imperial Beach CA 91933

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Praetorian Insurance Company	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	H671001282-01	05/10/08	05/10/09	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	H671001282-01	05/10/08	05/10/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY	EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	H672001282-01	05/10/08	05/10/09	EACH OCCURRENCE	\$ 1,000,000
						AGGREGATE	\$ 1,000,000
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A		OTHER COMMERCIAL CRIME	H671001282-01	05/10/08	05/10/09	Ded \$2500	\$100,000
A		E&O	H671001282-01	05/10/08	05/10/09	OCC/AGG	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER	CANCELLATION
CITY001 City of Beverly Hills 455 North Rexford Drive Beverly Hills CA 90210	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Richard D. Siemer</i>

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND TECHNOLOGY RESOURCE CENTER, INC. FOR THE
PURCHASE, INSTALLATION, AND IMPLEMENTATION OF
PHASE II OF THE MOSCAD FIRE STATION ALERTING
SYSTEM, AND RELATED SERVICES

NAME OF CONSULTANT: Technology Resource Center, Inc.

RESPONSIBLE PRINCIPAL
OF CONSULTANT: Mark Serres, Project Manager

CONSULTANT'S ADDRESS: 2101 East 4th Street, Suite 130A
Santa Ana, CA 92705

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

COMMENCEMENT DATE: Upon Notice to Proceed

TERMINATION DATE: Upon satisfactory completion of the services

CONSIDERATION: \$92,411.23, as more fully detailed in Exhibit
B-1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND TECHNOLOGY RESOURCE CENTER, INC. FOR THE
PURCHASE, INSTALLATION, AND IMPLEMENTATION OF
PHASE II OF THE MOSCAD FIRE STATION ALERTING
SYSTEM, AND RELATED SERVICES

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

RECITALS

A. City desires to have Consultant provide and customize Phase II of the Motorola MOSCAD system with AlertNow!, a Radio/TCP-IP based Fire Station Alerting and Control (the "System") for the Beverly Hills Fire Department, and to provide related installation and maintenance services, all as more fully described in Exhibit A-1 (Scope of Services), Exhibit A-2 (Consultant's Quotation), and Exhibit A-3 (Unit Locations), attached hereto and incorporated herein by this reference (the "Services").

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

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

Section 1. Consultant's Services. Consultant shall perform the Services as described in Exhibits A-1, A-2 and A-3 to the full satisfaction of City.

Section 2. Time of Performance. Consultant shall commence the Services upon a written notice to proceed, and shall continue performance until the Services are complete to City's full satisfaction.

Section 3. Compensation. City agrees to compensate Consultant, and Consultant agrees to accept in full satisfaction for the services required by this Agreement the Consideration set forth above and more particularly described in Exhibit B-1, attached hereto and incorporated herein by this reference. Said Consideration shall constitute reimbursement of Consultant's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). City shall pay Consultant said Consideration in accordance with the schedule of payment set forth in Exhibits B-2, attached hereto and incorporated herein by this reference.

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

forth. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

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

Section 6. Party Representatives.

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

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

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

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

Section 9. Insurance.

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

(b) Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Contractor in performing the services required by this Agreement.

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

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

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

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

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

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

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

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

Section 10. Indemnification.

(a) 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.

(b) Consultant shall indemnify, defend and hold harmless the City, City Council, and each member thereof, and every officer, employee and agent of City, from any claim, liability or financial loss (including attorneys fees) arising out of or related to any claim that the software, any other goods, services or deliverables provided to City under this Agreement, or license granted hereunder to City, infringes or violates the copyright, trade secret or other proprietary right of any third party.

(c) The indemnification provisions contained in this section shall survive termination of this Agreement.

Section 11. Additional Warranties.

(a) Consultant warrants that the System, including the hardware, software, configuration and Services provided pursuant to this Agreement shall be free from defects in workmanship for a period of one (1) year from the date of acceptance of the System. Thereafter, Consultant shall support the hardware, software, and configuration services under the original agreement, Contract No. 383-06, dated October 23, 2006.

(b) Consultant shall provide warranty services, including all parts and labor, for any defective part or parts of the System, and shall provide City with a call-in number and/or procedures under which City may report a defective System or any component thereof on a 24x7 basis. Warranty services shall be handled in a reasonable and timely manner, but under no circumstance shall the response time be more than four (4) hours.

(c) Consultant shall not be liable for costs incurred by City in repairing or replacing the MOSCAD system, or any component thereof, without Consultant's prior written consent.

(d) Warranties shall commence on the date of acceptance of the System.

(e) Following the warranty period, City may continue to receive extended warranty services, maintenance and support pursuant to the terms of the separately executed Service Agreement ("Exhibit C") attached hereto and incorporated herein by this reference.

Section 12. Termination.

(a) Either party may cancel this Agreement, with or without cause, at any time upon thirty (30) days written notice to the other party. Consultant agrees to cease all work under this Agreement on or before the effective date of such notice.

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

Section 13. Notice. Any notice required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth above or to such other addresses as the parties may designate in writing.

Section 14. 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 15. Order of Precedence. In the event of any material discrepancy or conflict between the express provisions of this Agreement and the provisions of any document incorporated herein by reference and attached hereto as an exhibit, the provisions of this Agreement shall prevail. If there is a conflict between or among the Agreement documents, the document with the highest precedence shall control. The precedence shall be: First: This Agreement, amendments to the Agreement, and Change Orders to the Agreement. Second: Exhibits A-1, A-3, B-1, and B-2. Third: Exhibit A-2. Fourth: Any other exhibits incorporated by reference.

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

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

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

EXECUTED the _____ day of _____, 200__.

CITY OF BEVERLY HILLS
A Municipal Corporation

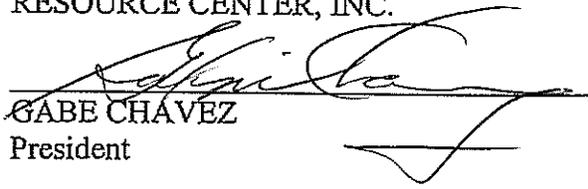
BARRY BRUCKER
Mayor of the City of
Beverly Hills, California

ATTEST:

BYRON POPE
City Clerk

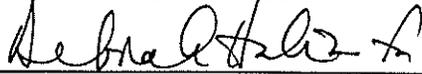
[Signatures continue]

CONSULTANT: TECHNOLOGY
RESOURCE CENTER, INC.

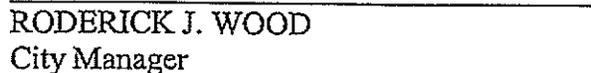

GABE CHAVEZ
President


TONY CHAVEZ
Chief Financial Officer

APPROVED AS TO FORM:


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:


RODERICK J. WOOD
City Manager


TIMOTHY SCRANTON
Fire Chief


DAVID SCHIRMER
Chief Information Officer



KARL KIRKMAN
Risk Manager

EXHIBIT A-1

SCOPE OF SERVICES

Consultant shall provide the following services related to the installation and implementation of Phase II of the Motorola MOSCAD fire station alerting system (the "System") for the Beverly Hills Fire Department (the "City"). Consultant shall install and make the System fully functional, including all necessary hardware, software and equipment as identified herein and as detailed in Exhibits A-2 and A-3.

City shall provide Consultant access to all necessary technical support staff and project management staff to enable a successful implementation of the System.

Consultant's responsibilities as related to this Agreement include, but are not limited to the development, documentation, installation, and implementation, training and support of the items outlined below.

TASK 1 - PROJECT MANAGEMENT & PRE-INSTALLATION

The purpose of this Task is to identify all pre-installation items to ensure successful completion of the project and to provide effective project management to ensure a successful installation. Consultant shall provide a Project Manager whose ongoing responsibilities during the term of this Agreement shall include but are not limited to the following:

- (a) Serve as liaison between City representatives and Consultant;
- (b) Schedule and conduct conference calls and meetings with key City representatives as needed;
- (c) Conduct thorough needs assessment and requirements analysis;
- (d) Ensure implementation schedule is maintained and accurate, including completion of all tasks and deliverables;
- (e) Provide all necessary documentation;
- (f) Manage Consultant's technical personnel and ensure uninterrupted service delivery to the City;
- (g) Resolve any conflicts during the course of the project; and
- (h) Provide weekly status reports to City staff.

Task 1 - Deliverables:

Project Plan: Consultant shall provide City with a Project Plan detailing the mutually agreed upon timeline(s), drop dead dates, resource allocation, and measurable objectives/project milestones.

Functional Specifications: Consultant shall provide City with functional specifications of the System, mapping the System design and architecture in a Visio diagram.

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

TASK 2 – INSTALLATION & CONFIGURATION

The purpose of this Task is to commence installation and configuration of Phase II of the System at City's site, and at Consultant's site where applicable, as well as completing all remote installations and connectivity testing to ensure correct installation and configuration. Consultant's onsite representative will work directly with City's representatives to ensure a successful installation. Consultant shall provide at least one (1) technical staff member to perform onsite services until installation is complete and shall facilitate the following:

- (a) Consultant shall complete the following installation and configuration:
 - (i) Installation and configuration of Fire Station 1, including:
 - Thirty (30) AlertNow! Station Lights, as detailed in Exhibits A-2 and A-3
 - Thirty (30) AlertNow! Station Light Controllers, as detailed in Exhibits A-2 and A-3
 - All necessary conduit, cabling, fittings, labor, materials and configuration to ensure successful implementation at Fire Station 1
 - Integration with the existing Phase I portion of the System
 - (ii) Installation and configuration of Fire Station 2:
 - Ten (10) AlertNow! Station Lights, as detailed in Exhibits A-2 and A-3
 - Ten (10) AlertNow! Station Light Controllers, as detailed in Exhibits A-2 and A-3
 - All necessary conduit, cabling, fittings, labor, materials and configuration to ensure successful implementation at Fire Station 2

– Integration with the existing Phase I portion of the System

(iii) Installation and configuration of Fire Station 3:

- Twelve (12) AlertNow! Station Lights, as detailed in Exhibits A-2 and A-3
- Twelve (12) AlertNow! Station Light Controllers, as detailed in Exhibits A-2 and A-3
- All necessary conduit, cabling, fittings, labor, materials and configuration to ensure successful implementation at Fire Station 3
- Integration with the existing Phase I portion of the System

(b) Connectivity Testing by Consultant: Consultant shall complete and document thorough connectivity testing of all modules of the System, and shall fine tune the System for optimal performance, as directed by City.

Task 2 - Deliverables:

Proof of Installation & As-Built Final Design Document: Consultant shall provide City with documentation noting successful installation, configuration and inter-connectivity of all the hardware and software. This shall include an as-built final design drawing (Visio) of all hardware and software, including interconnectivity of each component.

TASK 3 – INTEGRATION WITH PHASE I MOSCAD INSTALLATION

The purpose of this Task is to complete integration of the System with the existing Phase I portion of the System. Consultant shall complete thorough integration testing of the System with the existing Phase I portion of the System to ensure successful interconnectivity and to ensure that each customization functions to City's satisfaction.

Task 3 - Deliverables:

Documentation Detailing Integration with Phase I: Consultant shall provide City with documentation noting successful integration of Phase II of the City's MOSCAD system with the pre-existing Phase I portion of the City's MOSCAD system. This shall include an as-built or as-connected Visio drawing and/or explanation of the interconnectivity and integration of each component, where applicable.

TASK 4 – TESTING

The purpose of this Task is to conduct testing of the System to ensure successful installation. Consultant shall work with City’s representatives to develop and implement effective test strategies to ensure the System is fully functional according to the published specifications and to City’s satisfaction.

- (a) Consultant shall define and document testing of the System;
- (b) Consultant, with the cooperation of City’s representatives, shall conduct the testing;
- (c) Consultant shall identify and document the test results, noting any adjustments that need to be made to ensure that the System performs according to the published specifications;
- (d) Consultant shall correct any deficiencies, errors or bugs encountered during testing such that the testing parameters are satisfactorily met and shall make corrections and additions as needed to ensure the System functions according to the published specifications.

Task 4 - Deliverables:

Test Results, Fixes & Adjustments: Consultant shall provide City with documentation noting the test results, including any deficiencies, errors or bugs encountered, and proof that such errors or bugs were corrected. Consultant shall also provide City with documentation noting that any additional adjustments and/or corrections identified during testing have been successfully completed and that the System as a whole, including all hardware and software components, integration customizations, etc., have successfully passed all tests.

TASK 5 - SYSTEM REVIEW & SYSTEM ACCEPTANCE

The purpose of this Task is to prepare for training of City users, go live, and issuance of acceptance of the System. As part of the Project Plan (Task 1 - Deliverable), Consultant shall have produced measurable objectives by which to determine complete installation and implementation of the System. Consultant shall establish that each of the measurable objectives has been met, and that the System is fully functional to City’s satisfaction, and according to the published specifications.

- (a) System Review: Consultant shall review the System with City’s representatives. Upon review of the System, the test results and all other documentation required by this Agreement, Consultant shall issue a System Acceptance Certificate for City’s approval and sign-off on a mutually agreed to form.
- (b) System Acceptance: City shall issue acceptance of the System provided that all critical errors have been corrected, and provided that the System

functions according to the specifications published by Consultant, along with any and all customizations made by Consultant for City's benefit. Such acceptance shall not be unreasonably withheld.

TASK 6 – GO LIVE

The purpose of this Task is to place the System into production and to launch the System within City's website. As part of the Project Plan (Task 1), Consultant shall establish target completion dates and drop dead dates for project completion and go-live.

TASK 7 – TRAINING

The purpose of this Task is to train City on System use, any routine maintenance required by City, and to provide City with all necessary information related to proper operation and administration of the System.

Task 7 - Deliverables:

Training Materials: Consultant shall provide City with all necessary System Manuals and Equipment Manuals and any additional user manuals or other documentation needed for effective knowledge transfer regarding System use and onsite administration. Materials may be provided in electronic format.

TASK 8 – CERTIFICATE OF COMPLETION

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

EXHIBIT A-3
UNIT LOCATIONS

STATION 1	Phase I	Phase II
Admin Hall		1
App. Floor	1	2
B/A Room		1
B/C Bedroom		1
Bedrooms 1-9		9
Capt. Bedroom (north)	1	
Capt. Locker		1
Capt. Room (south)		1
Chief's Locker		1
Dining Room	1	
Drill Yard (high)		1
EFC Gym	1	
FPB		1
Gym (small)		1
Halls upstairs		2
Kitchen		1
Library		1
Men's Shower Area	1	2
Shop	1	2
Training Room		1
TV Room	1	
Women's Locker		1
TOTAL for HQ	7	30

STATION 2	Phase I	Phase II
App. Floor	1	
Living Room	1	
Bedroom 1-3		3
Capt. Bedroom		1
Gym		1
Library		1
Men's Bath		1
Shop		1
Station Yard (track)		1
Women's Bath		1
TOTAL for FS2	2	10

STATION 3	Phase I	Phase II
TV Room	1	
App. Floor	1	
Bedroom 1-3		3
Capt. Bedrooms		2
Garage		1
Gym/Court		1
Kitchen		1
Lounge		1
Men's Bathroom		1
Shop		1
Women's Bath		1
TOTAL for FS3	2	12

GRAND TOTAL 11 52

Unit locations may be modified based on the mutual agreement of the parties, provided that any change in location does not require additional costs under this Agreement.

EXHIBIT B-1
SCHEDULE OF RATES

DESCRIPTION	COST
Installation Labor	\$29,640.00
AlertNow! Station Lights (52)	\$30,420.00
AlertNow! Station Light Controller (52)	\$8,736.00
Conduit	\$2,600.00
Duplex Conduit	\$2,272.40
Duplex Conduit Fittings	\$1,218.88
Additional Installation Materials	\$12,740.00
Estimated Sales Tax:	\$4,783.95
Total Not to Exceed:	\$92,411.23

Any additional services shall require a separate written agreement between City and Consultant.

EXHIBIT B-2

SCHEDULE OF PAYMENT

City shall pay Consultant compensation at the rates set forth in this Agreement. The total sum shall not exceed the amount of Ninety Two Thousand Four Hundred Eleven Dollars and Twenty-Three Cents (\$92,411.23), as set forth in the purchase order issued by City for all services to be provided pursuant to this Agreement. Said Compensation shall constitute reimbursement of Consultant's fee for the Services as well as the actual cost of any equipment, materials and supplies necessary to provide the services (including labor, materials, delivery, tax, assembly and installation, as applicable). Any additional services shall require a separate written agreement between City and Consultant.

SERVICES:

Consultant shall invoice City and City shall pay Consultant for all services at the following rates, and as described in detail below:

- 20% upon execution of this Agreement
- 30% upon installation at City's Site
- 30% upon acceptance of the System by City
- 20% upon issuance of Certificate of Completion

SOFTWARE & HARDWARE:

Consultant shall invoice City and City shall pay Consultant for Software and Hardware at the following rates, and as described in detail below:

- 20% upon execution of this Agreement
- 30% upon installation at City's Site
- 30% upon acceptance of the System by City
- 20% upon issuance of Certificate of Completion

For exact invoice amounts per line item, please see the table on the next page. On your invoices, you need not separate each line item. However, please separate the taxable versus non-taxable items on your invoices.

ATTACHMENT 1 TO EXHIBIT B-2

DESCRIPTION	Contract Execution (20%)	Completion of Installation (30%)	System Acceptance (30%)	Certificate of Completion (20%)	Total payable per line item
Installation Labor	\$5,928.00	\$8,892.00	\$8,892.00	\$5,928.00	\$29,640.00
AlertNow! Station Lights (t)	\$6,084.00	\$9,126.00	\$9,126.00	\$6,084.00	\$30,420.00
AlertNow! Station Light Controllers (t)	\$1,747.20	\$2,620.80	\$2,620.80	\$1,747.20	\$8,736.00
Conduit (t)	\$520.00	\$780.00	\$780.00	\$520.00	\$2,600.00
Duplex Conduit JB (t)	\$454.48	\$681.72	\$681.72	\$454.48	\$2,272.40
Duplex JB Fittings (t)	\$243.78	\$365.66	\$365.66	\$243.78	\$1,218.88
Installation Materials (t)	\$2,548.00	\$3,822.00	\$3,822.00	\$2,548.00	\$12,740.00
Subtotal:	\$17,525.46	\$26,288.18	\$26,288.18	\$17,525.46	\$87,627.28
Sales Tax:	\$956.79	\$1,435.19	\$1,435.18	\$956.79	\$4,783.95
Invoiced Amount:	\$18,482.25	\$27,723.37	\$27,723.36	\$18,482.25	\$92,411.23

EXHIBIT C
MAINTENANCE & SUPPORT AGREEMENT

AGREEMENT NO.

383-06

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND TECHNOLOGY RESOURCE CENTER, INC. FOR
ANNUAL MAINTENANCE AND SUPPORT SERVICES
RELATED TO THE CITY'S MOTOROLA MOSCAD FIRE
STATION ALERTING SYSTEM (THE "SYSTEM")

NAME OF CONSULTANT: Technology Resource Center, Inc.

RESPONSIBLE PRINCIPAL
OF CONSULTANT: Mark Serres, Project Manager

CONSULTANT'S ADDRESS: 2101 East 4th Street, Suite 130A
Santa Ana, CA 92705

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Keone Kali, Director of
Information Technology

COMMENCEMENT DATE: One year following the City's acceptance of
the System

TERMINATION DATE: December 30, 2008, unless extended
pursuant to Section 2 of the Agreement

CONSIDERATION: \$12,000.00 per year

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND TECHNOLOGY RESOURCE CENTER, INC. FOR
ANNUAL MAINTENANCE AND SUPPORT SERVICES
RELATED TO THE CITY'S MOTOROLA MOSCAD FIRE
STATION ALERTING SYSTEM

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

RECITALS

A. CITY desires CONSULTANT to provide certain services related to the City's Motorola MOSCAD Fire Station Alerting System (the "System"), as set forth in Exhibit A attached hereto and incorporated herein by this reference (the "Services").

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

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Services. CONSULTANT shall perform the Services as described in Exhibit A to the full satisfaction of CITY.

Section 2. Time of Performance. CONSULTANT shall perform the Services on or by the Termination Date set forth above. CITY's Chief Financial Officer or his designee may extend the term of this agreement for two (2) additional one-year periods, pursuant to the same terms and conditions of set forth herein.

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

Section 4. Independent Contractor. CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as herein set forth. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

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

Section 6. Party Representatives.

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

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

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

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

Section 9. Insurance.

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of 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 Contractor in performing the services required by this Agreement.

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

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

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

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

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

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

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

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

Section 10. Indemnification.

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

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

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

Section 11. Termination.

(a) CITY may cancel this Agreement, with or without cause, at any time upon thirty (30) 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. Notice. Any notice required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth above or to such other addresses as the parties may designate in writing.

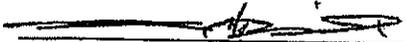
Section 13. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

Section 14. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

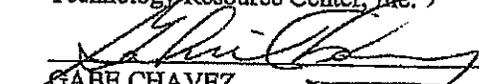
Section 15. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

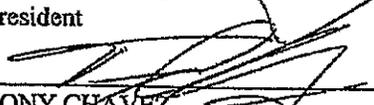
EXECUTED the 23rd day of October, 2006.

CITY OF BEVERLY HILLS
A Municipal Corporation


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

CONSULTANT:
Technology Resource Center, Inc.

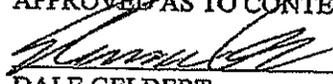

GABE CHAVEZ
President


TONY CHAVEZ
Chief Financial Officer

APPROVED AS TO FORM:


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:


DALE GELDERT
Fire Chief


KEONE KALI
Director of Information Technology

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide maintenance and support services for the City's Motorola MOSCAD fire alerting system (the "System") including all hardware, software, related equipment, and any and all services necessary to ensure that the System is operating according to the published specifications (the "Services"). Consultant shall provide first line customer service and support for all City users twenty-four hours a day, seven days per week (24x7), and shall track all calls and work orders, subject to audit by City's representatives.

Consultant shall perform all scheduled and unscheduled maintenance and repairs necessary to ensure proper functioning of the System, including any preventive maintenance procedures outlined by the manufacturer for proper functioning of the System. Specifically, Consultant shall provide the following services under this Agreement:

- A) Telephone Support Services. Consultant shall provide a single point of contact for City representatives. Access to said contact point shall be provided via toll-free or local telephone number twenty-four hours a day, seven days per week (24x7). Consultant shall provide the access number to the City representative upon execution of this Agreement. The telephone support service shall serve as the initial support for all user requests, problems or functionality issues.
- B) Repairs and Parts. Consultant shall provide repairs and adjustments required as a result of normal wear and tear or defects in materials or workmanship. Consultant shall make all repairs and adjustments necessary to keep the System in good working order, and functioning according to the manufacturer's published specifications for the System.
- C) City's Use of the System. City agrees to use the System in accordance with the published specifications for the System.
- D) Response Time. Consultant shall provide at least a 4-hour callback response time to all service calls as well as at least a next-day onsite response time for all maintenance and repairs. For critical system failures which completely disable the System, Consultant shall provide at least a one-hour callback response time and not more than a 6-hour onsite response time.
- E) Work Process, Hours. Consultant shall perform all Services on a 24x7 basis. Before services are provided, Consultant and City shall agree on and document a mutually agreeable work schedule.
- F) Access. City agrees to give Consultant reasonable access to the System. Consultant shall conform to all City policies, rules and regulations while performing work in City.

EXHIBIT B

COMPENSATION AND PAYMENT

City shall pay Consultant compensation on an annual basis, due on the commencement date of this Agreement, and on the anniversary of the commencement date thereafter, for a total sum not to exceed the amount of Twelve Thousand Dollars (\$12,000.00) annually, as set forth in the purchase order issued by City for all services to be provided pursuant to this Agreement. Said Compensation shall constitute reimbursement of Consultant's fee for the Services as well as the actual cost of any equipment, materials and supplies necessary to provide the services (including labor, materials, delivery, tax, assembly and installation, as applicable).

Consultant shall provide an annual renewal quotation to City at least sixty (60) days prior to expiration of the then current year's maintenance and support term. Upon notification of renewal by City and issuance of a valid purchase order, Consultant shall invoice City, and City shall pay 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

TITLE: _____

AGENCY: _____ ADDRESS: _____

RM02.DOC REVISED 10/14/96

