



## AGENDA REPORT

**Meeting Date:** July 8, 2010  
**Item Number:** G-13  
**To:** Honorable Mayor & City Council  
**From:** Scott Miller, Director of Administrative Services and CFO  
Noel Marquis, Assistant Director of Administrative Services - Finance  
**Subject:** APPROVAL OF AGREEMENTS AND AMENDMENTS TO AGREEMENTS WITH VARIOUS VENDORS FOR PROVISION OF ANNUAL SERVICES; AND  
  
APPROVAL OF BLANKET PURCHASE ORDERS FOR SUPPLIES AND SERVICES FOR THE CITY'S DEPARTMENTS IN THE TOTAL NOT-TO-EXCEED AMOUNT OF \$34,173,292.20  
  
**Attachments:** 1. Agreements (9)  
2. Exhibit A

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### **RECOMMENDATION**

Staff recommends that the City Council approve the agreements and amendments to agreements with:

- ITEM A. EDGESOFT, INC. FOR INFORMATION TECHNOLOGY CONSULTING SERVICES FOR VARIOUS CITY INITIATIVES.
- ITEM B. YONG T. LEE D.B.A. PLANETBRAVO, LLC FOR TECHNOLOGY FOCUSED SUMMER CAMP THROUGH THE CITY'S COMMUNITY SERVICES DEPARTMENT.
- ITEM C. JSLS, INC. FOR THE COLLECTION OF DELINQUENT AND CURRENT PERIOD BUSINESS TAXES AND PENALTIES.
- ITEM D. HF&H CONSULTANTS, LLC FOR SOLID WASTE CONSULTATION.

- ITEM E. OFFICEMAX INCORPORATED TO PROVIDE OFFICE SUPPLIES CITYWIDE.
- ITEM F. CINTAS CORPORATION #426 FOR RENTAL SERVICE OF UNIFORM, LINENS AND MATS.
- ITEM G. VENDETTA VENDING SOLUTIONS FOR INSTALLATION, SERVICING, AND STOCKING OF VENDING MACHINES AT CERTAIN CITY FACILITIES
- ITEM H. AMENDMENT NO. 11 TO INTERNATIONAL BUSINESS MACHINES CORPORATION FOR ONGOING MAINTENANCE AND SUPPORT SERVICES FOR THE CITY'S DATA CENTER.
- ITEM I. AMENDMENT NO. 1 TO INFOKALL, INC. FOR INFORMATION TECHNOLOGY CONSULTING SERVICES ON AS AS-NEEDED BASIS.

And approve the annual blanket purchase orders identified on Exhibit A in the total amount of \$34,173,292.20.

### **INTRODUCTION**

This report seeks City Council approval of the annual blanket purchase orders (BPO) to cover items or services available from particular vendors ordered by City departments on an "as-needed" basis. Due to the nature of some of the services provided, agreements are in some cases also required. This report is a request for City Council approval of agreements related to the annual services and authorization to issue the BPOs described herein.

### **DISCUSSION**

The City issues BPOs to vendors who provide goods and services to City departments throughout a fiscal year. By issuing these vendors one purchase order rather than several, the City increases its efficiency and saves money. Additionally, by having a BPO issued to a vendor, a department is not faced with delays in obtaining goods or services necessary to perform its duties. For instance, when Police Department vehicles are damaged, providing BPOs to more than one local body shop allows the Vehicle Maintenance Division to receive competitive quotations and repair vehicles with a minimum of delay.

Since BPOs consolidate many small purchases into one large purchase, the City receives the added benefit and protection of formal bidding and City Council or City Manager approval required for larger purchases. For the majority of these requests, City staff prepares and issues a Request for Proposal (RFP) and then City Council awards contracts, normally on a three-year basis. In addition, department staff periodically checks pricing to ascertain that the City continues to obtain the most competitive prices.

While the price for goods and services is a concern, it is never the sole determining factor in making a purchasing decision. Important considerations include the reliability of a product, the ability of a vendor to provide continuing service, current usage of a specific brand of product by the City, timely availability, quality, location (if some items are to be picked up by staff) and vendor performance. The total benefit to the City is the most important consideration in a purchasing decision of goods or services. The initial cost is a factor in the equation, but the net cost over the life of the product or service is of greater value.

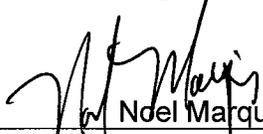
purchasing decision of goods or services. The initial cost is a factor in the equation, but the net cost over the life of the product or service is of greater value.

Even though BPOs are issued, individual orders for goods or services (except routine, scheduled maintenance type services) must be specifically authorized in advance by a department head or supervisor. The City does not guarantee any minimum annual purchases, can cancel a BPO at any time and is under no obligation to spend any or all funds encumbered under a BPO. BPOs are for the convenience of the City and its daily operational needs. All BPOs automatically expire on June 30 of any given fiscal year.

The vendors and dollar amounts listed in Exhibit A are for items approved within the Fiscal Year 2010-2011 budget.

**FISCAL IMPACT**

Funds for each of the BPOs requested in Exhibit A have been approved in the Fiscal Year 2010/2011 budget. The total of all requests within this report is \$34,173,292.20.

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

  
\_\_\_\_\_  
Scott G. Miller  
Approved By

**City of Beverly Hills**  
**Listing of Annual Blanket Purchase Orders 2010-2011**

**Exhibit - A**

**BUILDING AND FACILITIES**

**Janitorial Maintenance Services & Supplies**

Able Building Maintenance Company  
 Citywide custodial services. \$ 351,000.00

**Buildings - Maintenance, Supplies & Contractors**

ABM Engineering Service  
 Engineering services for mechanical-electrical services, fire and life safety, heating, ventilating & air conditioning systems. \$ 489,104.00

**TOTAL BUILDING AND FACILITIES:** **\$ 840,104.00**

**VEHICLES - Supplies and Maintenance**

Bodyworks, Inc.  
 Heil Rapid Rail refuse truck repair parts. \$ 70,000.00  
 Southern California Oil Co.  
 Gasoline, diesel, fuel, lubricant products. \$ 650,000.00

**EQUIPMENT - Supplies and Maintenance**

AT & T Mobility II, LLC  
 Wireless communications and equipment services for public safety vehicles, executives, field operations and for staff as needed. \$ 60,000.00  
 Avaya, Inc.  
 Annual support & maintenance for the City's telecommunications system (\$120,066.12); Avaya telephone infrastructure replacement and equipment parts (\$55,000). \$ 175,066.12  
 CDW Government, Inc.  
 Computer equipment includes replacement parts, spares & incidentals related to hardware, software & Infrastructure equipment as-needed. \$ 150,000.00  
 Compucom  
 Maintenance and support of the City's Microsoft software systems. \$ 72,400.00  
 Data Systems Worldwide, Inc.  
 Monthly DS3 Bandwidth/ Internet access (\$71,400); computer equipment replacement (\$150,000); and annual maintenance/support of hardware, software and equipment comprising the City's network and network security infrastructure (\$150,000). \$ 371,400.00  
 Dell Marketing L.P.  
 Miscellaneous computer and infrastructure equipment in support of anticipated Council & City Manager initiatives. \$ 55,000.00  
 Edgesoft, Inc. **w/ AGREEMENT**  
 Consulting services related to E-Gov initiative. \$ 145,000.00  
 Extreme Networks, Inc.  
 Network switches, option cards, transceivers. \$ 125,000.00  
 GovConnection, Inc.  
 Replacement parts, spares & incidentals related to hardware, software & infrastructure equipment. \$ 215,000.00  
 Hansen Information Technologies  
 Software support and annual maintenance for Public Works. \$ 60,629.54

**City of Beverly Hills**  
**Listing of Annual Blanket Purchase Orders 2010-2011**

**Exhibit - A**

International Business Machines Corporation w/ <b>AMENDMENT NO. 11</b> Maintenance and support services for the City's data center.	\$190,833.80
Infokall, Inc. w/ <b>AMENDMENT NO. 1 TO AGREEMENT#165-10</b> BHUSD network administration related to I T consulting services (\$125,000) and IT Consulting Services related to E-Gov initiatives (\$93,000).	\$ 218,000.00
Innovative Interfaces, Inc. Library automation system hardware/software annual maintenance.	\$ 53,676.00
Integrated Media Technologies, Inc. Miscellaneous computer & Infrastructure Equipment.	\$ 52,000.00
Mainline Information Systems Replacement parts related to hardware, software and infrastructure equipment.	\$ 200,000.00
Mainline Professional Services, LLC. I T consulting services related to the City's community security initiatives.	\$ 51,000.00
Motorola, Inc. Annual support for public safety's Motorola radio system including infrastructure and subscriber units.	\$ 269,410.00
Network Solutions, Inc. I T consulting services related to systems architecture, administration and design for BHUSD.	\$ 125,000.00
Pacific Coast Cabling, Inc. Cabling services: parts & labor , pretesting & termination fiber optics & copper cables citywide.	\$ 55,000.00
Pips Technology, Inc. ALPR (Automatic License Plate Recognition) equipment and maintenance/support services as needed.	\$ 51,000.00
Sungard Pentamation, Inc. Maintenance and support of the City's financial system.	\$ 113,660.84
Tiburon, Inc. Software support and maintenance.	\$ 134,166.00
Xerox Capitol Services, LLC Copier rentals.	<u>\$ 347,950.00</u>

**TOTAL VEHICLES AND EQUIPMENT**

**\$ 4,011,192.30**

**Postage**

Neopost, Inc. Rental, maintenance, repair and supplies for Neopost mail machine.	\$ 129,416.67
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**Office Supplies**

Kelly Paper Company Citywide printing paper.	\$ 65,000.00
Office Max, Incorporated w/ <b>AGREEMENT</b> Citywide office supplies.	\$ 124,216.96

**City of Beverly Hills**  
**Listing of Annual Blanket Purchase Orders 2010-2011**

**Exhibit - A**

**Uniforms, Linens, Etc.**

Cintas Corporation w/ AGREEMENT	\$ 110,134.00
Rental and cleaning of uniforms and towels.	
Galls Retail Ca Lock Box	
Uniforms and accessories.	<u>\$ 73,912.05</u>

**TOTAL POSTAGE, UNIFORMS AND SUPPLIES**

**\$ 502,679.68**

**ENTERPRISE FUND OPERATIONS**

**Parking Operations**

Ampco System Parking	
Valet parking services in various City Parking Facilities.	\$ 724,000.00

**ACS State and Local Solutions**

Parking citation processing services.	\$ 645,662.00
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**Solid Waste and Refuse Disposal**

Crown Disposal Co., Inc.	
Commercial and residential solid waste collection.	\$ 7,214,000.00

**Water System**

Ads Environmental Services	
Maintenance and repair services for sewer flow monitoring equipment and monthly wastewater sampling and data analysis.	\$ 62,000.00

Basic Chemical Solutions, LLC.	
Chemicals (sulfuric acid, sodium/ammonium hydroxide, sodium hypochlorite) for the treatment of water in the reverse osmosis water treatment plant.	\$ 141,950.00

C. Wells Pipeline Materials Inc.	
Various Water Works Supplies	\$ 136,500.00

J W D'Angelo Co.	
Various Water Works Supplies	\$ 96,500.00

L A County Department of Public Works	
Administration of industrial wastewater discharge program (\$90,000); maintenance of traffic signals (\$5,500).	\$ 95,500.00

Layne Christensen Company	
Maintenance & repair services of water well and pumping station facilities.	\$ 100,000.00

Neptune Technology Group, Inc.	
Neptune water meters and repair parts.	\$ 300,000.00

Olin Corporation	
Chemicals (sodium hypochlorite) for the treatment of water in the reverse osmosis water treatment plant.	\$ 60,000.00

Truesdail Laboratories, Inc.	
Wastewater, stormwater & potable water sampling and analysis.	\$ 109,500.00

Western Water Works Supply Co.	
Various Water Works Supplies	<u>\$ 121,500.00</u>

**TOTAL ENTERPRISE FUND OPERATIONS:**

**\$ 9,807,112.00**

**City of Beverly Hills**  
**Listing of Annual Blanket Purchase Orders 2010-2011**

**Exhibit - A**

**Library**

Baker and Taylor, Inc.	
Book purchases.	\$ 117,014.13
Brodart Company	
Book purchases, library materials and supplies.	\$ 65,987.19
EBSCO Subscription Services	
Subscription services and database access.	\$ 55,149.38
Gale	
Audio visual materials	\$ 142,596.88

**Recreation & Parks**

Avalon Communications	
Printing & mailing services.	\$ 73,964.04
Beverly Hills Unified School District	
Quarterly payments per joint powers agreement.	\$ 10,300,000.00
Cheryl Bayer Brady dba Creative Space LLC	
Children's craft, music instruction and summer camp.	\$ 265,000.00
Diego Cevallos dba Beverly Hills Aquatics	
Swim instructions and programs	\$ 110,000.00
Montage Beverly Hills	
Garden maintenance reimbursement.	\$ 135,070.00
Yong T Lee dba PlanetBravo, LLC w AGREEMENT	
Summer camp instruction.	\$ 110,000.00

**Landscape Maintenance**

West Coast Arborist, Inc.	
Maintenance of the City's urban forest and removal/replacement of trees (\$865,088); alley tree trimming & weed abatement maintenance services \$240k).	\$ 1,105,088.00

**TOTAL COMMUNITY SERVICES:** \$ 12,479,869.62

**Bus and Shuttle Transportation Services**

MV Transportation	\$ 638,818.00
Management of City's transit services.	
Mytransitplus	
Taxi coupon and lift-van voucher programs for seniors and disabled persons funded by Prop A transportation grant funds.	\$ 263,502.00

**TOTAL TRANSPORTATION SERVICES:** \$ 902,320.00

**Audit Services**

Mayer Hoffman McCann, P.C.	
Professional auditing services.	\$ 79,000.00
Muniservices Company	
Business tax audit services.	\$ 1,000,014.60

**Bank Services**

U S Bank	\$ 52,000.00
Bonds	

**City of Beverly Hills**  
**Listing of Annual Blanket Purchase Orders 2010-2011**

**Exhibit - A**

**Consulting Services**

Admisure		
Worker's compensation self-insurance administration services.	\$	265,000.00
Aon Consulting & Insurance Services		
Actuarial services.	\$	55,000.00
Carl Warren		
Self-insurance administration services.	\$	95,000.00
City of Los Angeles, Department of Animal Services		
Animal care and control services.	\$	100,000.00
Dapeer, Rosenblit & Litvak, LLP.		
Municipal code enforcement legal services.	\$	200,000.00
HF&H Consultants, LLC <b>w/ AGREEMENT</b>		
Solid waste analysis including rates and operational audits.	\$	110,000.00
JSLs, Inc. <b>w/ AGREEMENT</b>		
Collection services for business registration.	\$	75,000.00
Tegner-Miller Insurance		
Brokerage services related to the City's insurance needs.	\$	3,000,000.00
The Wackenhut Corporation		
Operation & management of City jail.	\$	599,000.00

**TOTAL CONSULTANTS AND SERVICES**

**\$ 5,630,014.60**

**TOTAL:**

**\$ 34,173,292.20**

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

NAME OF CONSULTANT: Edgesoft, Inc.

RESPONSIBLE PRINCIPAL  
OF CONSULTANT: Shan Sundar, President

CONSULTANT'S ADDRESS: 6133 Bristol Parkway, Suite 301  
Culver City CA 90230

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

COMMENCEMENT DATE: July 1, 2010

TERMINATION DATE: June 30, 2013, unless extended pursuant to  
Section 2 of the Agreement

CONSIDERATION: An amount not to exceed \$145,000.00 per  
year (includes applicable taxes) as more  
fully described in Exhibit B

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

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

RECITALS

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

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

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

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

Section 2. Time of Performance. Consultant shall commence its services under this Agreement upon receipt of a written notice to proceed from City. Consultant shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

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

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

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

Section 6. Responsible Principal(s).

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

(b) City's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of City.

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

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

Section 9. Insurance.

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

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

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

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

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

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

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

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

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

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

Section 10. Indemnification. CONSULTANT agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT or any person employed by CONSULTANT in the performance of this Agreement.

Section 11. Termination.

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

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

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

Section 13. Work Product. All products of consulting, including, without limitation, any copyrightable works, ideas, discoveries, inventions, patents, products, videos, graphics, scripts, or other information (collectively, the "Work Product") developed in whole or in part by Consultant in connection with this Agreement shall be the exclusive property of City. Upon the request of City, Consultant shall sign all documents requested by City to confirm or perfect the exclusive ownership of City of the Work Product. Any Work Product in the possession of Consultant shall be delivered to the City at least ten (10) days prior to the termination of this Agreement. This section shall survive termination of this Agreement.

Section 14. Information and Documents. All data, information, documents and drawings prepared for City and required to be furnished to City in connection with this Agreement shall become the property of City, and City may use all or any portion of the work submitted by Consultant and compensated by City pursuant to this Agreement as City deems appropriate.

Section 15. Non-Disclosure.

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

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

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

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

Section 18. Entire Agreement. This Agreement represents the entire integrated agreement between City and Consultant, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Consultant.

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

Section 20. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

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

CITY OF BEVERLY HILLS  
A Municipal Corporation

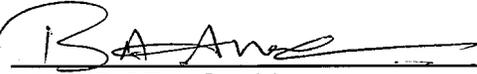
\_\_\_\_\_  
JIMMY DELSHAD  
Mayor of the City of Beverly Hills, California

ATTEST:

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

CONSULTANT: EDGESOFT, INC.

  
\_\_\_\_\_  
SHAN SUNDAR  
President

  
\_\_\_\_\_  
ANAND BELAGULY  
Secretary

APPROVED AS TO FORM

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

APPROVED AS TO CONTENT

\_\_\_\_\_  
JEFFREY KOLIN  
City Manager

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

  
\_\_\_\_\_  
for: KARL KIRKMAN  
Risk Manager

## EXHIBIT A

### SCOPE OF SERVICES

Consultant shall provide information technology consulting services (the "Services") related to various City Initiatives. Consultant shall provide the Services as directed by City on an as-needed basis. The Services shall include the following:

1. Analysis of business requirements and subsequent creation of high-level technical design documents and detailed technical specifications, in accordance with City architecture standards.
2. Development of application code as necessary, using Java, WebSphere and Struts.
3. Unit and system testing of application code as well as execution of implementation activities.
4. Identification, documentation and estimation of technical tasks for projects of varying sizes and levels of complexity.
5. Analysis and identification of technical areas of improvement within existing web applications.
6. Work with internal Information Technology teams to complete project activities, such as infrastructure, architecture and database design.
7. Discovery, solutions development, systems testing, solutions presentations, training, and application support.

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

## EXHIBIT B

### COMPENSATION AND PAYMENT

City shall pay Consultant compensation at a blended rate of One Hundred and Ten Dollars (\$110.00) per hour for scheduled service during normal business hours. The total sum shall not exceed the amount of One Hundred Forty-Five Thousand Dollars (\$145,000.00) per year, as set forth in the purchase order issued by City for all services to be provided pursuant to this Agreement. Said Compensation shall constitute reimbursement of Consultant's fee for the services as well as the actual cost of any equipment, materials and supplies necessary to provide the services (including labor, materials, delivery, tax, assembly and installation, as applicable).

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



## EXHIBIT C CERTIFICATE OF INSURANCE

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

**NAMED INSURED**

**COMPANIES AFFORDING COVERAGE**

- A.
- B.
- C.

**ADDRESS**

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

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

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

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

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

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

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

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

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

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

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
YONG T. LEE d.b.a. PLANETBRAVO, LLC FOR TECHNOLOGY  
FOCUSED SUMMER CAMP THROUGH THE CITY'S  
COMMUNITY SERVICES DEPARTMENT

NAME OF VENDOR: Yong T. Lee d.b.a. PlanetBravo, LLC

RESPONSIBLE PRINCIPAL OF VENDOR: Yong T. Lee

VENDOR'S ADDRESS: 1105 Gayley  
Los Angeles, California 90024

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: Assistant Director of  
Community Services/Recreation &  
Parks

COMMENCEMENT DATE: June 1, 2010

TERMINATION DATE: June 30, 2011, unless extended  
pursuant to Section 2

CONSIDERATION: Not to exceed \$110,000 per year, at the  
rate of 80% of the registration fees as  
described in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
YONG T. LEE d.b.a. PLANETBRAVO, LLC FOR TECHNOLOGY  
FOCUSED SUMMER CAMP THROUGH THE CITY'S  
COMMUNITY SERVICES DEPARTMENT

THIS AGREEMENT is made by and between the City of Beverly Hills, a municipal corporation (hereinafter called "CITY"), and Yong T. Lee d.b.a. PlanetBravo, LLC (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 Scope of Work.

VENDOR shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. City shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by VENDOR must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance.

VENDOR shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY. VENDOR shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

(a) Compensation.

CITY agrees to compensate VENDOR for the services and/or goods provided under this Agreement, and VENDOR agrees to accept in full

satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein.

The amount set forth in this paragraph A shall include reimbursements for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

(b) **Additional Services.** CITY may from time to time require VENDOR to perform additional services not included in the Scope of Work. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. **Method of Payment.** Unless otherwise provided for herein, VENDOR shall submit to City a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall pay VENDOR said Consideration in accordance with the schedule of payment set forth in Exhibit B, attached hereto and incorporated herein.

Section 5. **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 6. **Assignment.** This Agreement shall not be assigned in whole or in part, by VENDOR without the prior written approval of CITY. Any attempt by VENDOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. **Responsible Principal(s)**

(a) 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 by VENDOR shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. **Personnel.**

(a) VENDOR represents that it has, or shall secure at its own expense, all personnel required to perform VENDOR's Scope of Work under this

Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

(b) Prior to VENDOR performing services under this Agreement, VENDOR shall be fingerprinted by the CITY Police Department in order to conduct a State Department of Justice ("DOJ") background check. CITY shall waive the administrative cost of fingerprinting and shall pay the DOJ fees. If VENDOR has been convicted of a misdemeanor or felony involving moral turpitude according to the DOJ report, CITY may terminate this Agreement immediately.

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

Section 10. Interests of 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 11. 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 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 VENDOR.

(b) 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 Vehicle Liability insurance covering personal injury and property damage, with minimum limits as required by State law, covering any vehicle utilized by VENDOR in performing the services required by this Agreement.

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

(d) 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.

(e) VENDOR 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 VENDOR's expense, the premium thereon.

(f) 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 and the School District 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.

(g) 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.

(h) 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 12. 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 13. Termination.

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

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

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of

the work submitted by **VENDOR** and compensated by **CITY** pursuant to this Agreement as **CITY** deems appropriate.

Section 16. Changes in the Scope of Work. The **CITY** shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by **VENDOR** must be made in writing and approved by both parties.

Section 17. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 18. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 19. Entire Agreement. This Agreement represents the entire integrated agreement between **CITY** and **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 20 Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. City Not Obligated to Third Parties. **CITY** shall not be obligated or liable under this Agreement to any party other than **VENDOR**.

Section 23. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, at  
Beverly Hills, California.

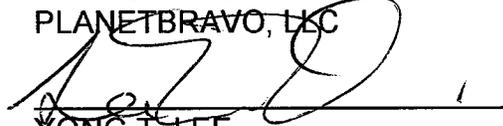
CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
JIMMY DELSHAD  
Mayor of the City of  
Beverly Hills, California

ATTEST:

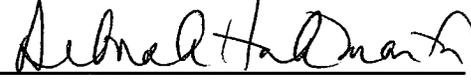
\_\_\_\_\_  
BYRON POPE  
CITY CLERK

VENDOR: YONG T. LEE DBA  
PLANETBRAVO, LLC

  
\_\_\_\_\_  
YONG T. LEE  
President

  
\_\_\_\_\_  
DANNY PEZZOTTA  
Creative Director

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
STEPHEN M. MILLER  
Interim Director of Community Services

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

## EXHIBIT A

### Scope of Work

VENDOR shall provide 30 computers, and repair and maintain at its sole cost and expense such equipment as VENDOR requires for its use to conduct the services required by this Agreement. VENDOR shall provide age-appropriate technology focused summer camp sessions for children ages 7-14, offering classes including, but not limited to, Multimedia Arts, Digital Video Production, Video game design, Animation, Web Design, Game programming and Robotics, through the CITY's Recreation and Parks programs in accordance with a schedule established by the Director of Community Services or his designee. The schedule is subject to change by the Director of Community Services or his designee, who may reschedule or cancel any and all camp sessions at his discretion.

## EXHIBIT B

### SCHEDULE OF PAYMENT AND RATES

CITY shall pay VENDOR at the rate of eighty percent (80%) of an amount to be based on the CITY resident rate multiplied by the number of registrants of the camp provided by VENDOR for CITY under this Agreement. CITY shall make two payments to VENDOR upon receipt of an itemized statement on a form acceptable to CITY for VENDOR's services performed. The first payment shall be made midway through each session and the second payment shall be made at the end of each session. CITY shall pay VENDOR the amount of such billing within thirty (30) days of receipt of same.

**Additional Services.** City may from time to time require VENDOR to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by City in writing and agreed upon by both parties in writing.

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

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

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

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

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

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

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

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

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

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

RM02.DOC REVISED 10/14/96.

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND JSLS,  
INC. FOR THE COLLECTION OF DELINQUENT AND CURRENT  
BUSINESS TAXES AND PENALTIES

NAME OF CONTRACTOR: JSLS, INC.

RESPONSIBLE PRINCIPAL OF CONTRACTOR: John Shea, President and Secretary

CONTRACTOR'S ADDRESS: 1046 Ashpark Lane  
Harbor City, California 90710  
Attention: John Shea, President

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: SCOTT G. MILLER, Director of  
Administrative Services and Chief Financial Officer

COMMENCEMENT DATE: July 1, 2010

TERMINATION DATE: June 30, 2013

CONSIDERATION: Not to exceed the amount set forth in City-approved  
purchase orders as more particularly described in  
Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND JSLS,  
INC. FOR THE COLLECTION OF DELINQUENT AND CURRENT  
BUSINESS TAXES AND PENALTIES

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

RECITALS

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

B. CONTRACTOR represents that it is qualified and able to perform the Scope of Works.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Scope of Work. CONTRACTOR shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. City shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONTRACTOR must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance. CONTRACTOR shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY. CONTRACTOR shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

(a) Compensation CITY agrees to compensate CONTRACTOR for the services and/or goods provides under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein, based on the hourly rates set forth in Exhibit B.

(b) Expenses. The amount set forth in paragraph A shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

(c ) Additional Services. City may from time to time require CONTRACTOR to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by City in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. Unless otherwise provided for herein, CONTRACTOR shall submit to City a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall pay CONTRACTOR said Consideration in accordance with the schedule of payment set forth in Exhibit B, attached hereto and incorporated herein.

Section 5. Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONTRACTOR without the prior written approval of CITY. Any attempt by CONTRACTOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

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

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

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

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

Section 11. Insurance.

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

(i) 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 CONTRACTOR.

(ii) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of Three Hundred Thousand Dollars (\$300,000) to insure against personal injury, and minimum limits of One Hundred Thousand Dollars (\$100,000) to insure against property damage, covering any vehicle utilized by CONTRACTOR in performing the Scope of Work required by this Agreement.

(iii) Workers' compensation insurance as required by the State of California. CONTRACTOR represents that it is not required by law to maintain workers' compensation insurance coverage and shall sign an affidavit to this effect, attached hereto and incorporated herein as Exhibit C.

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

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

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

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

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

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

Section 12. Indemnification. CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation,

attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.

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

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

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONTRACTOR and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONTRACTOR must be made in writing and approved by both parties.

Section 17. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 18. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 19. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 20. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. City Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 23. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

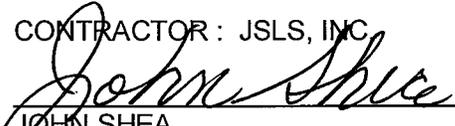
EXECUTED the \_\_\_\_ day of \_\_\_\_\_ 201\_\_, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
JIMMY DELSHAD  
Mayor of the City of Beverly Hills, California

ATTEST:

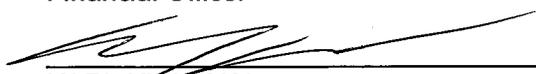
\_\_\_\_\_  
(SEAL)  
BYRON POPE  
City Clerk

CONTRACTOR : JSLS, INC  
  
\_\_\_\_\_  
JOHN SHEA  
President and Secretary

APPROVED AS TO FORM  
  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT  
  
\_\_\_\_\_  
JEFFREY KOLIN  
City Manager

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

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

## EXHIBIT A

### SCOPE OF WORK

CONTRACTOR shall perform the following services:

CONTRACTOR shall identify, contact, construct case and collect delinquent and current period business taxes, penalties and interest on behalf of CITY from unregistered businesses subject to CITY business registration that have not been identified by other sources as directed by CITY, in accordance with all local, state and federal laws. CONTRACTOR shall also contact, construct case and collect delinquent and current period business taxes, penalties and interest on behalf of CITY from unregistered businesses subject to CITY business registration that have been identified by other sources as directed by CITY, in accordance with all local, state and federal laws.

CONTRACTOR shall perform such other duties as CITY, the City Manager or Director of Administrative Services may from time to time assign in writing.

EXHIBIT B

SCHEDULE OF RATES

A. CITY shall pay CONSULTANT for the satisfactory performance of the services required by this Agreement an amount not to exceed the amount set forth in CITY approved purchase orders at the rate of twenty percent (20%) of business tax, interest and penalties collected by CITY from unregistered businesses not identified by other sources where no CITY resources are required.

B. If CITY is required to make use of the City Prosecutor, City Attorney or other similar services, or in the event unregistered businesses have been identified by other sources, then the rate shall be reduced to ten percent (10%) of the business tax, interest and penalties received by CITY for such unregistered businesses.

EXHIBIT C

**ADMINISTRATIVE SERVICES  
CITY OF BEVERLY HILLS  
WORKER'S COMPENSATION STATEMENT**

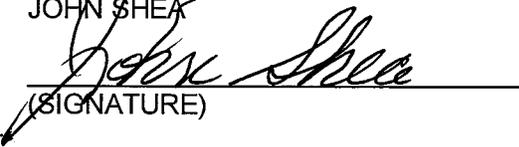
FISCAL YEAR 2010-2011  
July 1, 2010 TO JUNE 30, 2011

I, \_\_\_\_\_, certify that in the performance of my agreement with the City of Beverly Hills, shall not employ any person in any manner so as to become subject to the Worker's Compensation Laws Of California.

I agree that should I become subject to the Worker's Compensation Laws Of California during the term of the agreement, I will notify the City of Beverly Hills and I will comply with those laws immediately.

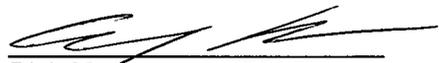
CONTRACTOR USE ONLY:

JSL'S INC.  
JOHN SHEA

  
\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(Date Signed)

REVIEWED/APPROVED BY:

  
\_\_\_\_\_  
Risk Management Division

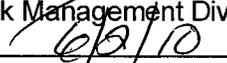
  
\_\_\_\_\_  
Date Signed

EXHIBIT D

CERTIFICATE OF INSURANCE

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

**NAMED INSURED**

**COMPANIES AFFORDING COVERAGE**

**ADDRESS**

A.

B.

C.

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

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

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

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

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

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

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

BY : \_\_\_\_\_

Authorized Insurance Representative

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

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

Address : \_\_\_\_\_

\_\_\_\_\_

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND HF&H  
CONSULTANTS, LLC FOR SOLID WASTE CONSULTATION

NAME OF CONSULTANT: HF&H CONSULTANTS, LLC

RESPONSIBLE PRINCIPAL OF CONSULTANT: Laith B. Ezzet, Sr. Vice President

CONSULTANT'S ADDRESS: 3990 Westerly Place, Suite 195  
Newport Beach, California 92660  
Attention: Laith B. Ezzet, Senior Vice President

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: David D. Gustavson, Director of Public  
Works & Transportation

COMMENCEMENT DATE: July 1, 2010

TERMINATION DATE: June 30, 2012, unless extended pursuant to  
Section 2 of the Agreement

CONSIDERATION: Not to exceed \$110,000.00 per fiscal year

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND HF&H  
CONSULTANTS, LLC FOR SOLID WASTE CONSULTATION

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and HF&H CONSULTANTS, LLC (hereinafter called "CONSULTANT").

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Scope of Work. CONSULTANT shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONSULTANT must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance. CONSULTANT shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY. CONSULTANT shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the Director of Public Works or his designee. The City Manager or his designee, at the option of CITY may extend the Agreement for one additional fiscal year.

Section 3. Compensation.

(a) Compensation. CITY agrees to compensate CONSULTANT for the services and/or goods provided under this Agreement, and CONSULTANT agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein, based on the hourly rates set forth in Exhibit B.

(b) Expenses. CONSULTANT shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B. Any expenses incurred by CONSULTANT which are not expressly authorized by this Agreement will not be reimbursed by CITY.

(c) Additional Services. CITY may from time to time require CONSULTANT to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. Unless otherwise provided for herein, CONSULTANT shall submit to CITY a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall pay CONSULTANT said Consideration in accordance with the schedule of payment set forth in Exhibit B

Section 5. Independent 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 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONSULTANT without the prior written approval of CITY. Any attempt by CONSULTANT to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

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

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

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

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

Section 11. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

omissions of CONSULTANT or any person employed by CONSULTANT in the performance of this Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice.

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

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

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records and Inspections. CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 3 years. City shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONSULTANT must be made in writing and approved by both parties.

Section 18. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 19. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 20. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations,

representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

Section 21. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. City Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

Section 24. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

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

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
JIMMY DELSHAD  
Mayor of the City of Beverly Hills, California

ATTEST:

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

CONSULTANT :  
HF&H CONSULTANTS, LLC  
  
ROBERT D. HILTON  
President

  
LANIH B. EZZET  
Senior Vice President

APPROVED AS TO FORM

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

APPROVED AS TO CONTENT

\_\_\_\_\_  
JEFFREY KOLIN  
City Manager



---

DAVID D. GUSTAVSON  
Director of Public Works & Transportation



---

KARL KIRKMAN  
Risk Manager

EXHIBIT A  
SCOPE OF WORK

CONSULTANT shall perform the following services:

FOR FISCAL YEARS 2010-11 AND 2011-12

Task 1: Perform Financial and Rate Analyses

CONSULTANT shall assist CITY in its evaluation of the cost and rate impacts associated with various budgeting, operational, contractual, and service changes that may be implemented. The analysis shall include the costs of CITY's municipal residential solid waste operations, as well as the contracted commercial solid waste operations.

The analysis shall include a projection of the total rate revenue requirement, and the percentage rate increase to residential and commercial rates in order to meet the rate revenue requirement. CONSULTANT shall utilize a multi-year EXCEL spreadsheet to estimate revenues and expenses for the period of analysis, and develop alternative rate adjustment strategies that will meet the target fund balance by the end of the projection period.

CITY will be responsible for providing its detailed budgeting information and historical financial results, and various operating data such as the number of tons collected and diverted by line of service, container distributions, and other relevant data.

Task 2: Review Rate Adjustment Requests Submitted by Crown

Crown Disposal ("CROWN") is CITY's commercial solid waste handling contractor. CROWN also performs mixed processing of CITY's residential waste that is delivered to CROWN's material recovery facility by CITY crews. CROWN is allowed to request an annual rate adjustment. If requested, CONSULTANT shall verify the accuracy of the rate adjustment calculations for consistency with the rate adjustment formula contained in the agreement between CROWN and the CITY. If another hauler is selected to provide commercial services in the future, CONSULTANT will review the requested rate increase under the terms of the new agreement.

Task 3: Provide Contracting Assistance for Commercial Collection Services

CITY executed its option to extend its commercial waste hauling contract with CROWN Disposal by 24 months and it now expires on March 31, 2012. CITY could negotiate a new agreement with CROWN, or seek competitive proposals for a new agreement from other companies.

CONSULTANT shall assist CITY with meetings and briefings to various CITY officials on the pros and cons of renegotiation versus a competitive procurement. CONSULTANT shall assist CITY as requested with the contracting process by preparing an updated solid waste agreement. If a competitive process is pursued, CONSULTANT shall prepare the RFP, assist in the solicitation of proposals, conduct the pre-proposal conference and respond to proposer questions in writing, and assist in evaluation of the proposals and negotiation of final terms. If a renegotiation process is followed, CONSULTANT shall will assist with contract negotiations and finalization of the agreement.

#### Task 4: Evaluate Mixed Waste Processing Options

Community Recycling (a company related to CROWN) provides mixed waste processing services at its MRF for both the commercial loads collected by CROWN and the residential mixed waste (and green waste) collected by CITY. There are a limited number of MRFs providing mixed waste processing services in the region, and most of the facilities are not located near CITY. CONSULTANT shall assist the CITY with evaluation of transportation and processing costs to use alternative facilities.

#### Task 5: Meetings, Briefings and Evaluation of Implementation Issues

CONSULTANT anticipates that there will be a variety of planning meetings and project briefings with CITY staff, the Public Works Commission, and the City Council during the term of the engagement, as well as requested analyses of various implementation issues associated with both the residential and commercial services. CONSULTANT shall perform the supporting analyses, conduct the requested briefings, and attend the various meetings.

#### Task 6: Waste Hauler Audit

Under this task, CONSULTANT will audit certain contract information as requested by CITY. This may include reported tonnage (refuse, recycling, green waste), accuracy of commercial customer billing for consistency with CITY's approved rate schedule, achievement of contractually required diversion levels, and confirmation that all required tonnage to be delivered for processing has been properly accounted for and handled. After the first six to twelve months under the new commercial franchise agreement, this may include a compliance audit of various service and reporting requirements to ensure that the new franchise waste hauler is performing in accordance with the franchise agreement specifications. This task may also include an "exit audit" of the existing franchise waste hauler prior to releasing the performance bond to confirm that all existing obligations have been met (in the event that a new waste hauler is selected).

#### STAFFING

Laith Ezzet, Senior Vice President, will be the project manager. Mr. Ezzet has directed all of CONSULTANT's previous projects for CITY over the past 17 years, including rate studies, cost analyses of the CITY's collection and transfer station operations, evaluation of waste hauling proposals, and contract negotiation assistance. Other CONSULTANT employees with appropriate skills and experience for the assigned tasks will assist him.

#### SCHEDULE

The consulting services will be provided over a two-period during fiscal year 2010-11 and 2011-12, with a third fiscal year, 2012-13, as an option year which may be included upon written approval of Director of Public Works or his designee. If a competitive procurement process is followed for a new commercial collection agreement, a new agreement should ideally be in place six months prior to the start of services in order to allow sufficient time for a new contractor to order equipment and to prepare for a timely transition.

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

FEES

CONSULTANT shall perform the scope of work based on time and materials. The estimated annual cost is \$110,000 per fiscal year. Estimated costs by task are summarized below. Fees may be shifted among tasks and among years to meet CITY's study priorities. Actual costs may be higher or lower than estimated amounts, depending on the level of support requested by CITY for specific tasks. If CITY decides to seek competitive proposals for its residential operations in addition to its commercial operations, then estimated costs will be higher than the budgeted amounts. CITY is typically reimbursed its contracting-related costs by the successful proposer as a requirement under the new franchise agreement.

Task Number and Description	Estimated Amounts		
	FY 2011	FY 2012	Optional FY 2013
1. Perform financial and rate analyses	\$ 0	\$ 55,000	\$15,000
2. Review contractor rate adjustment request	0	5,000	5,000
3. Provide commercial contracting assistance	90,000	35,000	
4. Evaluate mixed waste processing options	10,000	0	
5. Meetings, briefings, and implementation issues	10,000	15,000	10,000
6. Waste Hauler Audits	0	0	80,000
Total fees and expenses not to exceed	<u>\$110,000</u>	<u>\$110,000</u>	<u>\$110,000</u>

CONSULTANT shall submit invoices once per month based on the number of hours worked multiplied by CONSULTANT's hourly billing rates, plus expenses incurred.

Staff Classification	Rate
Senior Vice President	\$245
Director	\$205
Manager	\$185 to \$200
Senior Associate	\$165 to \$175
Associate Analyst	\$125 to \$145
Assistant Analyst	\$95 to \$115

Standard charges for common direct expenses are as follows:

Automobile travel <i>(*Or as adjusted by IRS allowance)</i>	\$0.50 per mile*
Document reproduction (in-house, over 25 pages/run)	10 cents per page
Color printing/color copies (in-house)	\$0.75 per page
Subcontractors	Actual + 15%
Postage, overnight mail, and other out of pocket costs	Actual cost

EXHIBIT C  
CERTIFICATE OF INSURANCE

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

**NAMED INSURED**

**COMPANIES AFFORDING COVERAGE**

**ADDRESS**

- A.  
B.  
C.

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

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

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

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

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

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

DATE : \_\_\_\_\_ BY : \_\_\_\_\_  
 \_\_\_\_\_  
 Authorized Insurance Representative  
 TITLE : \_\_\_\_\_  
 AGENCY : \_\_\_\_\_ Address : \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND OFFICEMAX INCORPORATED TO PROVIDE OFFICE  
SUPPLIES CITYWIDE

NAME OF VENDOR: OFFICEMAX Incorporated

RESPONSIBLE PRINCIPAL OF VENDOR: Raymond Curry, Vice President

VENDOR'S ADDRESS: 7300 Chapman Avenue  
Garden Grove, CA 92841  
Attention: Raymond Curry, Vice President

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: Scott G. Miller, Director of  
Administrative Services/Chief Financial  
Officer

COMMENCEMENT DATE: July 1, 2010

TERMINATION DATE: June 30, 2013

CONSIDERATION: Not to exceed the amount set forth in City-  
approved purchase orders

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
OFFICEMAX INCORPORATED TO PROVIDE OFFICE SUPPLIES  
CITYWIDE

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and OFFICEMAX INCORPORATED (hereinafter called "VENDOR").

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

Section 1. VENDOR's Scope of Work. VENDOR shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by VENDOR must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance.

(a) VENDOR shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY. VENDOR shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

(b) The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Consideration and Payment.

CITY agrees to compensate VENDOR for the office supplies CITY orders and VENDOR delivers to CITY at the discounted rates forth in Exhibit B, attached hereto and incorporated by this reference.

Section 4. Method of Payment. Unless otherwise provided for herein, VENDOR shall submit to CITY a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall pay VENDOR said Consideration in accordance with the schedule of payment set forth in Exhibit B.

Section 5. 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 6. Assignment. This Agreement shall not be assigned in whole or in part, by VENDOR without the prior written approval of CITY. Any attempt by VENDOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

(a) 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 by VENDOR shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. VENDOR represents that it has, or shall secure at its own expense, all personnel required to perform VENDOR's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

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

Section 10. Interests of 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 Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with VENDOR.

Section 11. Insurance.

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

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

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

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

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

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

(d) VENDOR 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 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 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 12. 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 13. Termination.

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

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

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by VENDOR and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records and Inspections. VENDOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 3 years. CITY shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by VENDOR must be made in writing and approved by both parties.

Section 18. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

All notices pertaining to this Agreement shall be in writing and addressed as follows:

If to VENDOR:           OfficeMax Incorporated  
7300 Chapman Avenue  
Garden Grove, CA 92841  
Attn: Ryan McLeod, Business Development Manager

If to CITY:               City of Beverly Hills  
455 North Rexford Drive  
Beverly Hills, California 90210  
Attn: Deputy Director of Finance Administration

Section 19. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 20. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and 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 21. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy

between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than VENDOR.

Section 24. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

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

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
JIMMY DELSHAD  
Mayor of the City of Beverly Hills, California

ATTEST:

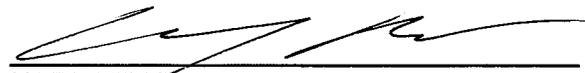
\_\_\_\_\_  
BYRON POPE  
City Clerk

VENDOR :  
OFFICEMAX INCORPORATED.  
\_\_\_\_\_  
RAYMOND CURRY  
Vice President Sales  
\_\_\_\_\_  
SCOTT O'FARRELL  
Senior Vice President, West Region

APPROVED AS TO FORM  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT  
\_\_\_\_\_  
JEFFREY KOLIN  
City Manager  
\_\_\_\_\_  
SCOTT G. MILLER  
Director of Administrative Services/Chief  
Financial Officer

[Signatures continue]



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KARL KIRKMAN  
Risk Manager

EXHIBIT A  
SCOPE OF WORK

VENDOR agrees to deliver to CITY office supplies CITY orders at discounted rates, otherwise known as "Contract Items" set forth in Exhibit B. All contract items shall be priced at a 31% discount from the printed or online catalog price list.

VENDOR shall assist CITY in finding office supplies not found in the printed or online catalog at no additional cost.

VENDOR shall submit a monthly report to CITY for the office supplies ordered during the prior month for review and analysis.

## EXHIBIT B

## CONTRACT PRICE LIST

Product Code	Product Description	Vendor	UM	Contract Price
B1E7175010	2010RY,DAILY,DSK CAL RFL	MEADWE	EA	\$ 2.30
H10M01996	25 SHT ELECTRIC STAPLER	OFFICE	EA	\$ 92.50
Q3SDCZ62048A11	2GB CRUZER MICRO FL5H DRV READYBOOST USB	MFRTBL	EA	\$ 12.34
L205404	BINDER,3/RG, WE,11X8.5,X	AVERYD	EA	\$ 6.77
L209701	BINDER,3/RG,WE,11X8.5, 3	AVERYD	EA	\$ 9.84
L217032	BINDER,3RG,VIEW,2IN,WE	AVERYD	EA	\$ 12.03
L2SBV11-25WE	BINDER,VALUE VIEW,WE	ABISCO	EA	\$ 5.44
L217485	BNDR,CONTOUR HD 3"GN	SAMSIL	EA	\$ 13.48
P30M97326	BOOK,STENO 6X9,GN,GREGG	TOPS	EA	\$ 1.61
P30M97499	BOOK,STENO,AST,6X9,80SH	OFFICE	PK	\$ 6.89
P50M97210	BOX,STOR ECO,LTR/LGL12CT	OFFICE	CT	\$ 19.13
P50M97209	BOX,STOR ECON,LGL 12/CT	OFFICE	CT	\$ 34.84
B1SK2400-10	CAL,10RY MN,DSKPD 22X17	MEADWE	EA	\$ 4.48
N60M99379	CAP ERASER ASSTD 25CT BXD	FLYING	PK	\$ 1.78
S703429	CDRW 25,PACK,80 MINUTE	MEMTEK	PK	\$ 27.27
F70M01921	CLIPBOARD,RCYC,HRDBD LGL	OFFICE	EA	\$ 1.31
F70M01920	CLIPBOARD,RCYC,HRDBD LTR	OFFICE	EA	\$ 1.29
H40M97008	CLIPS,BINDER,BK,MD 12/BX	OFFICE	BX	\$ 0.73
H40M99803	CLIPS,MED BNDR,BK,24/PK	OFFICE	EA	\$ 7.58
H40M99802	CLIPS,SM BK BNDR,36/PK	OFFICE	EA	\$ 2.09
L212702	COVER,RPT,LR,RCY,25B,DBE	ESSELT	EA	\$ 3.20
S1C6578DN140	CTG,#78 COLOR,INKJET	HEWLET	EA	\$ 39.21
S151645A140	CTG,DESKJET,850C,855,BK	HEWLET	EA	\$ 36.84
S1C4192A	CTG,LSRJT,CLR,LJ4500,CYN	HEWLET	EA	\$ 164.42
L2A7025971A	CVR,RPRT,BK,SIDE-BD	ACCO	EA	\$ 1.30
L2A7025973A	CVR,RPRT,SIDE-BD,DBE	ACCO	EA	\$ 1.52
L2A7025073A	CVR,RPRT,SIDE-BD,DBE	ACCO	EA	\$ 1.89
S795002	DISC,DVD-RAM,4.7GB,3X	VERBTM	EA	\$ 6.56
S5DR200	DRUM,FAX,REPLACEMENT	BROTHER	EA	\$ 158.11
A80M97059	DSPNSR,TAPE,BK,2.75X7	OFFICE	EA	\$ 2.58
L20M02780	ECON BINDER BLK 1.5"2PK	OFFICE	PK	\$ 7.20
L20M02784	ECON BINDER BLK 2"2PK	OFFICE	PK	\$ 8.76
L220391	ECOVUE BLK 1.5 D-RING	AURORA	EA	\$ 4.85

**CONTRACT PRICE LIST**

<b>Product Code</b>	<b>Product Description</b>	<b>Vendor</b>	<b>UM</b>	<b>Contract Price</b>
P20M97222	ENV,CLASP 6X9,100/BX	OFFICE	BX	\$ 16.15
P20M97226	ENV,CLASP100BX,9.5X12.5	OFFICE	BX	\$ 15.95
P20M97227	ENV,CLASP10X13,100BX	OFFICE	BX	\$ 15.30
P20M97233	ENV,INTERDPT,10X13 28LB	OFFICE	BX	\$ 36.08
F162702	FILE,MICRGRD,LTRMLA100BX	ESSELT	BX	\$ 12.90
A9662415	FILM,DRYLINE,CRRCTN 2PK	SANFRD	PK	\$ 4.36
F10M01432	FLDR,FASTN LTR,BROWN 1/3	OFFICE	BX	\$ 16.74
A91276	FLUID,CORR,MULTIPURP,WE	SK MER	EA	\$ 0.60
A92841178	FLUID,CORRECT,WE,18ML	SANFRD	DZ	\$ 11.45
F10M97182	FOLDER,LTR,MLA,1/3,100BX	OFFICE	BX	\$ 12.88
W32910/M	GLOVES,MULTI-PUR,BE,MED.	OMARME	BX	\$ 7.67
A10M00999	GLUE STICKS 3+1 FREE	OFFICE	PK	\$ 3.89
N2BL11YW	HIGHLIGHTER, YW,F	BIC	DZ	\$ 2.63
L311436	INDEX,LSR,5TAB,HP,5ST/PK	AVERY	PK	\$ 18.21
L311188	INDEX,TABLE,10TAB,6ST/PK	AVERY	PK	\$ 15.57
S1C6578AN140	INK JET CTG,TRI-COL,CYAN,MGNTA,YEL)NO.78	HEWLET	EA	\$ 75.87
L20M03033	INP HVY DUTY 3"BNDR GRN	OFFICE	EA	\$ 12.48
A55160	LABEL,ADD,LSR,1X2 5/8 3K	AVERY	BX	\$ 32.45
A55868	LABEL,NOTARY,SEAL,GD 2"	AVERY	PK	\$ 3.15
A53748010	LANYARD,BADGE,BK,12/PK	GBC	PK	\$ 11.48
A5S1216	LBL,75X1,1000-PK,WE	AVERY	BX	\$ 48.20
P3ARB79R150	LEDGER,RECORD,BK	CARDIN	EA	\$ 27.34
N230001	MARKER,BK,F,PERM	SANFRD	DZ	\$ 12.05
N20M97468	MARKER,PERM,BK	OFFICE	DZ	\$ 11.45
N20M97469	MARKER,PERM,RD	OFFICE	DZ	\$ 9.76
N230002	MARKER,RD,F,PERM	SANFRD	DZ	\$ 10.27
N238264PP	MK,SHRP,CHSL,4/ST	SANFRD	PK	\$ 4.54
E6OM98736	MOUSE,PAD,BK	OFFICE	EA	\$ 1.36
N286661	MRKR,D ERSE,FNE,BK,4PK	SANFRD	PK	\$ 3.46
H40M99149	OMX #1 PAP CLIPS SMOOTH 10PK	OFFICE	PK	\$ 5.15
H40M99147	OMX JUM SMOOTH PAP CLP 10	OFFICE	PK	\$ 14.03
P30M97319	PAD,LGL,RDL,WE,8.5X113/4	TOPS	DZ	\$ 11.31
A2653AST	PAD,NOTE,AST,1.5"X2"	3M	PK	\$ 8.56
R221381	PAD,STAMP,FOAM/RBR,BK,#1	AVERY	EA	\$ 0.78
P30M97295	PAD,TEL MSG,PK,4.5X5.5	OFFICE	PK	\$ 3.68
N1MS11BK	PEN,BALL,BK,M,BIC CRYSTL	BIC	DZ	\$ 2.57
N13331131	PEN,BALL,BK,M,PMOP	GILLET	DZ	\$ 1.68
N131020	PEN,RLRBLL,G2GEL,FPT,BK	PILOT	DZ	\$ 13.37

CONTRACT PRICE LIST

Product Code	Product Description	Vendor	UM	Contract Price
N160145	PEN,ROLLER BALL,ONYX,BE	FABERC	DZ	\$ 3.72
N160143	PEN,ROLLER BALL,ONYX,BK	FABERC	DZ	\$ 4.92
N160144	PEN,ROLLER BALL,ONYX,RD	FABERC	DZ	\$ 3.72
N160041	PEN,ROLLER,MICR ONYX,BE	FABERC	DZ	\$ 4.68
N160040	PEN,ROLLER,MICR ONYX,BK	FABERC	DZ	\$ 4.68
N160042	PEN,ROLLER,MICRO ONYX,RD	FABERC	DZ	\$ 4.44
N10M99365	PEN,STICK,BK	FLYING	DZ	\$ 1.60
N160027	PEN,UNIBALL DELUXE,BE	FABERC	DZ	\$ 18.47
N160025	PEN,UNIBALL DELUXE,BK	FABERC	DZ	\$ 16.87
N160026	PEN,UNIBALL DELUXE,RED	FABERC	DZ	\$ 15.39
N160635	PEN,UNIBALL,EXACT,FN,RD	SANFRD	DZ	\$ 19.85
N160053	PEN,UNIBALL,FINE,BE	FABERC	DZ	\$ 19.92
N160052	PEN,UNIBALL,FINE,BK	FABERC	DZ	\$ 16.87
N160630	PEN,UNIBALL,MICRO,BE	SANFRD	DZ	\$ 19.17
N160629	PEN,UNIBALL,MICRO,BK	SANFRD	DZ	\$ 19.17
N513812	PENCIL,12 CT #2,YW,TCNDR	DIXON	DZ	\$ 1.91
N43030131	PENCIL,MECH,#2,RETRACT	GILLET	DZ	\$ 4.00
N50M97010	PENCIL,WOOD,#2,YW	OFFICE	DZ	\$ 1.45
F1VP44SA	PKT,SELFADHES,DSKT	SMEAD	PK	\$ 9.52
F10M01560	PKT,STD LTR,BN,1.75 25BX	OFFICE	BX	\$ 17.23
L30M96171	PREPRNTD TOC DIV MULTI 12-TAB	OFFICE	EA	\$ 2.27
F1CLL	PRTCTR,LBL,CR	SMEAD	PK	\$ 4.29
F10M01594	PSBD FLDR LTR GRY 1"1/3 25CT	OFFICE	BX	\$ 43.47
N177240	REFIL,GEL,DRGRP,F,2PK,BK	PILOT	PK	\$ 1.48
N10M97461	REFILL,CHAIN PEN,BK,MED	OFFICE	EA	\$ 0.64
P30M97297	REFILL,MEMO,4X6,PLN,500	OFFICE	PK	\$ 2.81
S21380999	RIB,CORR,IBM WHLWRITER	LEXMAR	EA	\$ 10.13
P40M97630	ROLL,ADD,2-1/4X128,WE	OFFICE	RL	\$ 0.70
P40M97635	ROLL,ADD,3X150,WE	OFFICE	RL	\$ 1.53
A60M97354	RUBBERBAND,80%,#18,.25LB	OFFICE	BG	\$ 1.41
A60M97350	RUBBERBAND,80%,#33,1#BG	OFFICE	BG	\$ 3.26
A60M97352	RUBBERBAND,80%,117,1/4LB	OFFICE	BG	\$ 0.70
H30M97836	SCISSORS,8"CONTRACT,STL	OFFICE	EA	\$ 0.87
H174701	STAPLER,4IN REACH,BK	SWING	EA	\$ 16.51
H10M97553	STAPLER,FULL,BK,STRIP	OFFICE	EA	\$ 14.19
H154501	STAPLER,FULLSTRIP,BK,545	SWING	EA	\$ 4.05
H190002	STAPLER,HVYDTY,X-CAP,BK	SWING	EA	\$ 62.33
H135440	STAPLES,105/STRIP,5M/BX	SWING	BX	\$ 3.08
H135450	STAPLES,210/STRIP,5M/BX	SWING	BX	\$ 3.82
H10M99216	STD STAPLES-3PK	OFFICE	PK	\$ 1.93
K304993	TAG,KEY,4/PK,ASST	PMCOMP	PK	\$ 2.95
A80M96708	TAPE,3/4X1296,INV,3PK	3M	PK	\$ 4.09

**CONTRACT PRICE LIST**

<b>Product Code</b>	<b>Product Description</b>	<b>Vendor</b>	<b>UM</b>	<b>Contract Price</b>
A8C38BK	TAPE,DISPENSER,1"CORE,BK	3M	EA	\$ 2.75
A5TZ231	TAPE,LABLR,1/2",BK/WHT	BROTHER	EA	\$ 14.08
S1C4129X	TONER,5000/N/GN,ULTRAP,BK	HEWLET	EA	\$ 218.71
S552106701	TONER,FAX,1000,2200/5600	OKIDTA	EA	\$ 28.16
S1C4194A	TONER,LSJ 4500,YELLOW	HEWLET	EA	\$ 164.42
A80M96190	TPE MATT 75X1296 16 PK	OFFICE	PK	\$ 22.85
W334790-50	WIPES,TERI/PLY,125BX,WE	KIMBER	BX	\$ 13.24
L30M99024	WTE-ON 5-TAB DIV WHT 3PK	OFFICE	PK	\$ 1.34

VENDOR shall submit an itemized invoice to CITY for its services performed during the prior month. CITY shall pay VENDOR the amount of such billing within thirty (30) days of receipt of the invoice.

**EXHIBIT C**

**CERTIFICATE OF INSURANCE**

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

**NAMED INSURED**

**COMPANIES AFFORDING COVERAGE**

**ADDRESS**

- A.
- B.
- C.

COMPANY (A.B.C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	<ul style="list-style-type: none"> <li>o AUTOMOBILE LIABILITY</li> <li>o GENERAL LIABILITY</li> <li>o PRODUCTS/COMPLETED OPERATIONS</li> <li>o BLANKET CONTRACTUAL</li> <li>o CONTRACTOR'S PROTECTIVE</li> <li>o PERSONAL INJURY</li> <li>o EXCESS LIABILITY</li> <li>o WORKER'S COMPENSATION</li> </ul>					

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

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

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

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

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

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

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

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

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND CINTAS CORPORATION #426 FOR RENTAL SERVICE OF UNIFORM, LINENS AND MATS

NAME OF CONTRACTOR:	CINTAS CORPORATION #426
RESPONSIBLE PRINCIPAL OF CONTRACTOR:	Steve Blyth, Vice President Western Group Sales
CONTRACTOR'S ADDRESS:	711 Hawaii Street El Segundo, CA 90245
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: Scott G. Miller Director of Administrative Services/ Chief Financial Officer
COMMENCEMENT DATE:	July 1, 2010
TERMINATION DATE:	June 30, 2013
CONSIDERATION:	Not to exceed the amount set forth in City's Purchase Orders at the rates set forth in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND CINTAS CORPORATION #426 FOR RENTAL SERVICE OF UNIFORM, LINENS AND MATS

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Cintas Corporation #426 (hereinafter called "CONTRACTOR").

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Scope of Work.

CONTRACTOR shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONTRACTOR must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance.

CONTRACTOR shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY. CONTRACTOR shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

(a) Compensation

CITY agrees to compensate CONTRACTOR for the services and/or goods provided under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein.

(b) Expenses

The amount set forth in paragraph A shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement

(including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

(c) Additional Services.

CITY may from time to time require CONTRACTOR to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. Unless otherwise provided for herein, CONTRACTOR shall submit to CITY a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall pay CONTRACTOR said Consideration in accordance with the schedule of payment set forth in Exhibit B, attached hereto and incorporated herein.

Section 5. Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONTRACTOR without the prior written approval of CITY. Any attempt by CONTRACTOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

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

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

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

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

Section 11. Insurance.

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

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

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

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

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

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

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

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

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

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

Section 12. Indemnification. CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of

CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.

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

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

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONTRACTOR and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONTRACTOR must be made in writing and approved by both parties.

Section 17. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 18. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 19. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 20. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. City Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 23. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, at Beverly Hills, California.

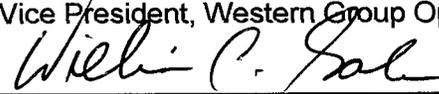
CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
JIMMY DELSHAD  
Mayor of the City of  
Beverly Hills, California

ATTEST:

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

CONTRACTOR: CINTAS CORPORATION  
#426

  
\_\_\_\_\_  
JIM REEDER  
Vice President, Western Group Operations  
  
\_\_\_\_\_  
BILL GALE  
Senior Vice President of Finance

[Signatures continue]

APPROVED AS TO FORM:



LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

---

JEFFREY KOLIN  
City Manager



---

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



---

KARL KIRKMAN  
Risk Manager

## EXHIBIT A SCOPE OF WORK

CONTRACTOR shall provide to CITY for rental the following uniforms and linens, in accordance with the specifications set forth in this Exhibit.

### A. Uniform Specifications.

1. Fitting. A representative of the CONTRACTOR will measure each employee to assure correctness of fit at locations designated by the CITY upon a day or days mutually agreed upon for the initial order. After the initial order, CONTRACTOR shall also measure and outfit any newly eligible employee upon the request of the CITY. All uniforms provided upon commencement of this Agreement as well as those provided after the initial order, shall be new.

2. Materials. All cloth used in all garments to be furnished to CITY shall be of a vat-dyed Sanforized 65% Dacron polyester/35% combed long staple cotton blend, crease resistant, sun-proof and fade-proof. All sewing thread shall be polyester. All sizes shall adhere to national standards.

### 3. Style.

a. Shirts. Shirts shall be constructed to sports style with plain front, single needle construction, with a 4 convertible, medium spread collar made of 2-ply fabric, lined with wash and shrink-proof facing and mylar sewn-in stays. Shirt must be Red-Kap approved or equal. CITY has the option to choose a long or short sleeve shirt for each employee at the same price unit. There shall be two front patch pockets with buttons and button holes. Long sleeve shirts shall have flaps over the pockets. The left pocket shall have a one-inch stitched slot for pencils. All pockets shall be bartacked at points of strain. The shirt shall have a double yoke and double pleated back. Short sleeve shirts shall have a one-half inch hem. Long sleeve shirts shall have a two and one-half cuff or two-ply fabric, button and buttonholes; no exposed stitching or edge stitching. The shirt shall have long tails, front and back. All sizes shall be full-cut to allow freedom of shoulder movement while performing strenuous labor. Shirt fabric shall be the KLOPMAN concept or approved equal, approximately 5.25 ounces per linear foot.

b. Pants. Pants shall be plain front without cuffs and without pleats, with set-in waistband, non-crush hook and eye closure, brass flat-top zipper, reinforced french fly with triple stitched tape. Waistband shall be doubled stitched and belt loops shall be made of the same material and waistband shall be secured in both top and bottom stitching and bartacked at the bottom. Two front pockets, full swing six and one-half inch opening by twelve inch deep, double-tipped; two rear pockets set-in, five inch opening by six inch deep, one with loop and button. All out and in seams shall be sewn "open and press down"; seal seams shall be double stitched with raw edges serged. Fabric shall be approximately ten to ten and one-half ounce weight, full cut in seat and stride to allow non-restricted movement while performing strenuous labor. Fittings shall provide a choice of three rises; short, regular, and long. CITY has the option to choose "jean cut" pants in lieu of regular pants. Pants shall be Red-Kap or CITY approved equal.

c. Coveralls. Coveralls shall be made of the same materials as pants.

d. Jackets. The Eisenhower-style jacket shall be waist-length, fully lined with full-length zipper opening in front. The two-ply shirt-style collar shall be lined with wash and shrink resistant facing. The jacket shall include: double yoke, inside back panel and side facing adaptable for zip-out linear; two large patch pockets with flaps, buttons, and buttonholes; pleated back; separate two-ply waistband with adjustable tabs. Fabric shall be the same as the pants except that bidder may substitute a 55% Dacron 45% rayon blend. Jacket shall be full-cut to allow freedom of shoulder movement while performing strenuous labor. Jacket must be Red-Kap or approved equal.

e. Smocks. Smocks shall be a one-piece garment, styled as a 3/4 length open coat with wrap-around tie at the waist. The coat shall have at least two large side or breast pockets. All the seams shall be safety stitched except for the bottom of the coat, which shall be hemmed.

f. Special Uniforms. "Epaulet" shirts shall be furnished for approximately 60 parking attendants. Shirt shall be white, 65% polyester/35% cotton, with spruce epaulets, single pocket left side. Prudential style 8242-79-16, or approved equal.

4. Colors. CITY shall have the option to choose various colors of all items.

5. City Emblems. CONTRACTOR shall furnish and shall neatly and securely sew over the left breast pocket on all shirts, smocks, jackets and coveralls a three-inch diameter cloth embroidered CITY emblem. The CITY emblems shall remain CITY property. Preparation charges are included in the unit price set forth in Exhibit B. CONTRACTOR is not to put into service a shirt, smock, jacket, or coverall unless it has the proper CITY identification on it.

6. Name Label. CONTRACTOR shall furnish and neatly and securely sew over the right breast pocket on all garments, a one-line name strip label. The label shall be embroidered with the name of the employee as specified by CITY. Preparation charges are included in the unit price set forth in Exhibit B. Color shall be selected by CITY. Any replacement uniforms shall have the employees name on the uniform within two weeks of ordering the uniform.

B. Miscellaneous Specifications.

1. Shop towels - Finished, 100% cotton, color - orange, Kex standard or equal.

2. Hand Towels - 100% cotton, color - white.

3. Bath Towels - 100% cotton, color - white.

4. Mops - to be cleaned in solvent.

5. Sheets - 100% cotton, minimum size 81" x 108", to meet specifications for fire resistance when in use for the City of Beverly Hills jail facility.

6. Bath Mats - 100% cotton.

7. Dish Towels - 100% cotton.

8. Fender Gloves - Standard type used in car repair facilities.

C. Cleaning.

1. Cleaning agents. All garments shall be cleaned in a cleaning agent that does not cause skin irritations or dermatological conditions. All garments shall be delivered in a completely clean and sanitary condition in strict accordance with local, County, State and Federal Public Health agency requirements. Delivered garments shall be free of all removable stains, unwrinkled for unavoidable fold marks, carefully pressed and attractive in appearance.

2. Cleaning Schedule. CONTRACTOR shall pick-up dirty uniforms, towels and linens and return clean uniforms, towels and linens on a once a week schedule with the specific day to be agreed upon by the CONTRACTOR and CITY prior to the commencement of the Agreement. CONTRACTOR shall not make any schedule changes without the advance written approval of the CITY.

D. Estimated Requirements. CITY estimates that pants, shirts and jackets will be required for approximately 230 employees. The 230 employees require 5 changes per week (inventory of 11) for pants and shirts. Jackets are to be changed once a month with an inventory of two. Approximately 11 employees require coveralls and 7 employees require smocks. Coveralls, smocks, shop towels, dish towels, bath mats, blankets, sheets, and pillow cases are to be changed once per week with an inventory of two. The colors of the pants shirts, and jackets the CITY presently uses are brown, green, blue, orange, tan and white.

Estimated weekly usage

Shop towels	1080
24" dust mops	2
Fender covers	6
Bath towels	91
Dish towels	260
Bath mats	180

CITY reserves the right to increase or decrease the number of changes per week and the inventory of each item as required by the CITY. The CITY also reserves the right to increase or decrease the number of employees who require CONTRACTOR's services as the CITY requires.

E. Delivery. Delivery points (all within the City of Beverly Hills) shall be designated by the CITY. CITY has the option to change the delivery points as its requirements change. All locations must be serviced between the hours of 8:00 a.m. and 3:30 p.m. on the designated delivery day unless other hours are approved in advance by CITY. CONTRACTOR shall not schedule deliveries on Fridays to locations which are closed on alternate Fridays. CONTRACTOR shall reschedule services to any location at CITY's request.

F. Collection.

1. Collection Rack. CONTRACTOR shall furnish at no extra charge, a collection rack for empty hangers and a hamper or bag for soiled garments at each delivery point.

2. Hangers. Each individual employee's uniform shall be individually hung on non-skid hangers, shirt over pants, or shirts and pants hung separately on non-skid hangers. These non-skid hangers shall be secured together and labeled by laundry marks in sequence. Each individual piece of clothing shall be labeled in a manner that can be identified with the particular employee who is using the particular piece of clothing.

3. Receipts. CONTRACTOR shall leave a receipt for all uniforms picked up for each department or delivery point as the CITY may require. CONTRACTOR shall obtain a signature from a CITY representative at each delivery point signifying CITY has received the items listed on the delivery receipt.

G. Replacement. CONTRACTOR shall promptly replace any uniform item with a corresponding new garment whenever the garment is beyond repair or acceptable appearance unless otherwise instructed by CITY.

H. Ownership. CONTRACTOR shall retain ownership of all garments for the term of the Agreement unless CITY specifically states in writing that it wishes to purchase a specific garment(s). Purchases, if any, shall be at the replacement cost of the item.

I. Audit Listings. CONTRACTOR shall, upon request, furnish CITY with a list of all employees and CITY departments that the CONTRACTOR's records indicate are receiving CONTRACTOR's services. The list shall include the information necessary to audit billings.

J. Inspection of Vendor Facilities. CITY has the option to tour any of CONTRACTOR's cleaning facilities prior to execution of the Agreement to inspect operations and check on quality. CITY may inspect CONTRACTOR's facilities after execution of this Agreement, at a time mutually convenient to CITY and CONTRACTOR to ensure continuous compliance with the Agreement.

K. Loss/Replacement. CITY shall pay a charge set forth in Exhibit B for uniforms and linens that are lost by CITY while in the possession of CITY.

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

CONTRACTOR shall submit an itemized invoice to CITY for its services performed upon delivery of the goods required by this Agreement. CITY shall pay CONTRACTOR the amount of such billing within thirty (30) days of receipt of it.

Contract pricing

Item #	Description	Price per Unit Weekly	Loss Charge	Availability
1	1 Short or long sleeve shirt (5 changes per week - inventory of 11)	\$ 0.34	\$ 9.00	SPCL ORDR AVAILABLE; S- 4XL, 5XL
			\$ 10.00	S-RXL, 5XL
2	Cotton shirts	\$ 0.44	\$ 20.00	SPECIAL ORDER
3	Pants, regular or jean cut (5 changes per week - inventory of 11)	\$ 0.34	\$ 9.00	50+ SPECIAL ORDER; 28-50
4	Cotton Pants	\$ 0.40	\$ 10.00	44+ SPECIAL ORDER; 28-44
5	Smock	\$ 0.29	\$ 11.00	S-4XL
6	Coverall	\$ 0.30	\$ 15.00	54+ SPCL ORD; 34-54 RG + LONG
7	Jacket (1change per month- inventory of 2)	\$ 0.65	\$ 26.00	S-4XL, 5XL; SPCL ORD
8	Shop Towels	\$ 0.05	\$ 0.30	18X18
a	Regular Shop Towels	\$ 0.05	\$ 0.30	
b	Disposable Shop Towels/Rags per pound	\$ 0.48	n/a	
c	Print Towels	\$ 0.05	\$ 0.30	
9	24" Dust Mop	\$ 0.65	\$ 5.00	24"
10	3' x 5' Floor Mat	\$ 1.50	\$ 45.00	3X5
11	4' x 6' Floor Mat	\$ 2.25	\$ 59.00	4X6
12	Fatigue Mat	\$ 1.50	\$ 65.00	3X5
		\$ 0.75	\$ 50.00	2X5
13	Fender Cover	\$ 0.40	\$ 5.00	TBD
14	Bath towel	\$ 0.20	\$ 2.50	VARIOUS
15	Dish Towel	\$ 0.11	\$ 1.00	VARIOUS
16	Bath Mat	\$ 0.75	\$ 8.00	2X5
		\$ 1.50	\$ 8.00	3X5
17	Vests--for Library Cleaning only as needed	\$ 0.75	N/A	SEE CINTAS CATALOG; TBD
	Place emblems as needed	\$ 1.00	N/A	N/A
	Tags as needed	\$ 0.50	N/A	N/A

## Contact Information

DEPARTMENT	Division	Contact Name	Phone #	Address
<b>POLICE DEPARTMENT</b>				
	Police Dept	Andy Serrao	(310) 288-2625	464 N Rexford Drive
<b>FIRE DEPARTMENT</b>				
	Fire Dept #1	Mike Liongson	310-281-2709	445 N. Rexford Drive
	Fire Dept #2	Mike Liongson	310-281-2709	1100 Coldwater Canyon Road
	Fire Dept #3	Mike Liongson	310-281-2709	180 South Doheny Drive
<b>COMMUNITY DEVELOPMENT</b>				
	Building & Safety	David Yelton	(310) 285-1154	455 N. Rexford Drive
<b>COMMUNITY SERVICES</b>				
	Library	Ora Jenkins	(310) 288-2262	444 N. Rexford Drive
	Greystone Park/City Hall	David Garrard/ Javier Venegas	310-678-1150	501 Doheny Road
	La Cienega Park	Ken Pfalzgraf	(310) 285-2540	455 N. Rexford Rm. 200
		Jesus Rosas	310-550-4776	8400 Gregory Way
	Beverly Garden	Ken Pfalzgraf	(310) 285-2540	455 N. Rexford Rm. 200
		David Garrard/ Henry Brouwer	310-678-1150	501 Doheny Road
	Roxbury Park	Ken Pfalzgraf	(310) 285-2540	455 N. Rexford Rm. 200
		Roy Yoshida	310-550-4776	471 S. Roxbury Drive
		Ken Pfalzgraf	(310) 285-2540	455 N. Rexford Rm. 200
<b>PUBLIC WORKS</b>				
	Building Maintenance	Terry Wagner	(310) 285-2487	345 Foothill Road
	Electrical/Signals & Lights	Renato Talavera	(310) 285-2464	345 Foothill Road
	Infrastructure Maint.	Frank Victoria	(310) 285-2476	345 Foothill Road
	Parking Meter	Steve Marquez	(310) 285-2472	345 Foothill Road
	Parking Operations	Arturo Barrios	(310) 285-2810	345 Foothill Road
	Solid Waste	James Burnley	(310) 285-2465	345 Foothill Road
	Storm Water	James Burnley	(310) 285-2465	345 Foothill Road
	Vehicle Maintenance	Craig Crowder	(310) 285-2490	9355 West Third Street
	Water Dept	Marcel Garrubba	(310) 285-2493	345 Foothill Road
		Jack Merluzzo	(310) 288-2802	345 Foothill Road
		Kevin Watson	(310) 285-2495	345 Foothill Road
	Waste Water	Ken Gettler	(310) 285-2469	345 Foothill Road
		Jack Merluzzo	(310) 288-2802	345 Foothill Road
		Kevin Watson	(310) 285-2495	345 Foothill Road
<b>INFORMATION TECHNOLOGY</b>				
	Print Shop	Adolfo Castano	(310) 285-2569	9355 Civic Center Drive Print Services Level A.



## CERTIFICATE OF INSURANCE

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

**NAMED INSURED**

**COMPANIES AFFORDING COVERAGE**

- A.
- B.
- C.

**ADDRESS**

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

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

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

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

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

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

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

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

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

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

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
VENDETTA VENDING SOLUTIONS, INC FOR INSTALLATION,  
SERVICING AND STOCKING OF VENDING MACHINES AT CERTAIN  
CITY FACILITIES

NAME OF CONTRACTOR: VENDETTA VENDING SOLUTIONS, INC.

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Abraham Rosenfeld, President

CONTRACTOR'S ADDRESS: 16644 E. Johnson Drive  
City of Industry, CA 91745  
Attention: Abraham Rosenfeld, President

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: Scott G. Miller, Director of  
Administrative Services/Chief Financial Officer

COMMENCEMENT DATE: July 1, 2010

TERMINATION DATE: June 30, 2013

CONSIDERATION: CONTRACTOR shall pay CITY a monthly space  
rental as set forth in Exhibit A

A handwritten signature in black ink, appearing to be the initials 'AR' followed by a stylized flourish.

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
VENDETTA VENDING SOLUTIONS, INC. FOR INSTALLATION,  
SERVICING AND STOCKING OF VENDING MACHINES AT CERTAIN  
CITY FACILITIES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and VENDETTA VENDING SOLUTIONS, INC. (hereinafter called "CONTRACTOR").

RECITALS

A. CITY desires to enter into a three year Agreement with CONTRACTOR to install, service and stock vending machines at various CITY facilities identified in Exhibit A of this Agreement.

B. CONTRACTOR has the experience and qualifications to provide such equipment and services, and CITY desires to retain the CONTRACTOR to provide such equipment and services.

NOW, THEREFORE, the parties agree as follows:

Section 1. Purpose. The purpose of the Agreement is to retain CONTRACTOR to install, maintain, service and stock vending machines at the CITY locations specified in Exhibit A.

Section 2. Time of Performance. CONTRACTOR shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY. CONTRACTOR shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Obligations of the CONTRACTOR.

(a) CONTRACTOR shall maintain service and stock a combination of the following vending machines at the locations selected by CITY on the CITY's premises specified in Exhibit A.

- (i) A soft drink machine with at least six (6) selections to be approved by CITY, which soft drink machine shall have a coin changer that will accommodate one dollar (\$1) bills.
- (ii) A snack machine with the product selection to be approved by CITY, which snack machine will have a coin changer that will accommodate one dollar (\$1) bills.
- (iii) A carousel multi-purpose cold food/ microwavable hot food vending machine with the product selection to be approved by CITY, which multi-purpose food machine shall have a coin changer that will accommodate both one dollar (\$1) and five dollar (\$5) bills; and a microwave oven for heating microwavable food.



- (iv) A cold drink machine with the product selection to be approved by CITY, which machine shall have a coin changer that will accommodate one dollar (\$1) bills.
- (v) A bill changer machine.

(b) The vending machines installed pursuant to this Agreement shall remain the property and responsibility of the CONTRACTOR. The vending machines shall not be replaced during the term of this Agreement except with machines of the same model and with the same number and type of selections, unless such changes are approved in writing by the Deputy Director of Finance Administration.

(c) CONTRACTOR shall maintain and service the vending machines installed by CONTRACTOR as follows:

- (i) Respond to any product change requests made by CITY within one (1) business day.
- (ii) Maintain all equipment in good working order; provide service to vending machines on an as needed basis, and emergency maintenance service upon twenty-four (24) hour oral or written notice.
- (iii) Repair or replace vending machines in the event of damage, loss or destruction and assume any losses for moneys stolen or lost from the machines.
- (iv) Stock and restock soft drink and snack machines on an as needed basis, but not less than three times a week.
- (v) Stock and restock the cold food machines with fresh sandwiches and salads two (2) times per week on Monday and Thursday. Remove sandwiches and salads stocked on the previous service call.
- (vi) Stock and restock the cold food machines with all other cold food items having a shelf life of more than one week at least once a week with fresh food and remove food stocked the previous week.
- (vii) Stock carousel multi-purpose cold food/hot food vending machines by 11:30 a.m. on the days such machines are stocked.
- (viii) In the event a refund is required to be given, CONTRACTOR shall contact the persons for the locations listed in Exhibit A-1, attached hereto and incorporated by this reference.
- (ix) Provide a petty cash fund for reimbursement of any moneys lost in the vending machines of \$ 20.00 at each location to the designated responsible person listed on Exhibit A-1.

(d) CONTRACTOR shall be responsible for the payment of all required sales taxes which are applicable to the products sold in the vending machines.

(e) CONTRACTOR shall obtain and maintain all permits and licenses required by all applicable licensing and regulatory agencies.

A handwritten signature in black ink, appearing to be the initials 'AM', is located in the bottom right corner of the page.

Section 4. Obligations of the CITY

(a) CITY shall provide CONTRACTOR access during normal business hours to CITY facilities listed in Exhibit A of this Agreement for installation and servicing of CONTRACTOR's equipment on a regular and as needed basis.

(b) CITY shall furnish the CONTRACTOR adequate space and utility services for the installation and operation of the CONTRACTOR's equipment.

(c) CITY shall not change the location of equipment installed by CONTRACTOR, make any alterations to that equipment or install or allow the installation of other vending equipment during the term of this Agreement unless agreed to by CONTRACTOR.

Section 5. Space Rental.

(a) CONTRACTOR shall pay to CITY for the use of space for the installation and servicing of vending equipment the amounts listed in Exhibit A of this Agreement

(b) In the event CITY requests the removal of vending equipment or installation of additional vending equipment, CONTRACTOR shall decrease or increase the total monthly rental payment to CITY based on the amount specified in Exhibit A of this Agreement.

(c) The monthly rental check shall be made payable to City of Beverly Hills and shall be mailed to the following address:

City of Beverly Hills  
Finance Administration  
455 North Rexford Dr., Room 350  
Beverly Hills, California 90210-4817

(d) CITY may request in writing , as needed, changes in the obligations CONTRACTOR under this Agreement.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONTRACTOR without the prior written approval of CITY. Any attempt by CONTRACTOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

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

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's Scope of Work outlined in Section 3



of this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

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

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

Section 11. Insurance.

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

- (i) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.
- (ii) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONTRACTOR in performing the Scope of Work required by this Agreement.
- (iii) Workers' compensation insurance as required by the State of California.

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

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

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

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

A handwritten signature in black ink, appearing to be a stylized 'A' or similar character, located in the bottom right corner of the page.

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

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

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

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid based on the percentage of work satisfactorily performed at the time of termination.

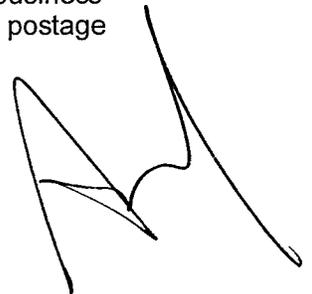
Section 14. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONTRACTOR must be made in writing and approved by both parties.

Section 15. Records and Inspections. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 3 years. CITY shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 16. Additional Services. CITY may from time to time require CONTRACTOR to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 17. Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 18. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage

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prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 19. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 20. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 21. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 24. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

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

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
JIMMY DELSHAD  
Mayor of the City of Beverly Hills, California

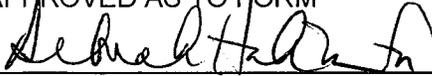
ATTEST:

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

CONTRACTOR :  
VENDETTA VENDING SOLUTIONS, INC.

\_\_\_\_\_  
ABRAHAM ROSENFELD  
President and Secretary

APPROVED AS TO FORM



LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT

JEFFREY KOLIN  
City Manager



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



KARL KIRKMAN  
Risk Manager

EXHIBIT A  
Equipment Requirements and Locations and Monthly Rental

<u>LOCATION</u>	<u>EQUIPMENT TYPE</u>	<u>**SQ. FOOTAGE</u>	<u>RENTAL PRICE PER MONTH</u>
<b>City Hall Employee Lunchroom</b> 455 North Rexford Drive Room 275	One (1) Corner Café hot beverage machine One (1) HR-32 snack machine One (1) CB300SA bottle and can machine One (1) bill changer machine	32 sq. ft	\$ 100.00
<b>Library-Lunchroom</b> 444 North Rexford Drive 2 <sup>nd</sup> floor, staff room	One (1) cold drink machine One (1) snack machine One (1) carousel multi-purpose cold food/ microwavable hot food vending machine One (1) bill changer machine Two (2) microwave ovens	28 sq. ft	\$ 50.00
<b>Police</b> 464 North Rexford Drive Lunchroom	One (1) soft drink machine One (1) snack machine One (1) bill changer machine One (1) carousel multi-purpose cold food/ microwavable hot food vending machine	26 sq. ft	\$ 50.00
<b>Public Works Lunchroom</b> 342 North Foothill Road Lunchroom	One (1) cold drink machine One (1) snack machine One (1) carousel multi-purpose cold food/ microwavable hot food vending machine	26 sq. ft	\$ 50.00
<b>*Roxbury Park</b> 471 South Roxbury Drive	Two (2) soft drink machine One (1) snack machine One (1) coffee/hot chocolate/soup machine One (1) cold drink machine	35 sq. ft	\$ 100.00
<b>*La Cienega Community Center</b> 8400 Gregory Way	One (1) soft drink machine One (1) snack machine One (1) fruit juice machine	28 sq. ft	\$ 50.00

**HR Training Room**  
455 N. Rexford Drive Third  
Floor

One (1) soft drink machine  
One (1) snack machine

26 sq. ft    \$ 50.00

\*\* Square footage occupied by each machine  
\*Standard pricing areas

A handwritten signature in black ink, consisting of stylized, overlapping letters that appear to be 'AM'.

EXHIBIT A-1

VENDING MACHINE LOCATIONS

Following are the vending machine locations and the names and telephone numbers of CITY employees to contact for refunds at each location:

<u>LOCATION</u>	<u>Contact Name</u>	<u>Phone #</u>
<b>City Hall</b> 455 North Rexford Drive, Room 275	Anne Baylon Donielle Larson	(310) 285-2439 (310) 285-1150
<b>Library</b> 9355 Civic Center Drive 2 <sup>nd</sup> floor, staff room	Lois Foraker Maksim Ksenjak	(310) 288-2201 (310) 288-2220
<b>Police</b> 464 North Rexford Drive Lunchroom	Ilene Knebel	(310) 285.2101
<b>Public Works Lunchroom</b> 342 North Foothill Road lunchroom	Terry Wagner	(310) 285-2487
<b>*Roxbury Park</b> 471 South Roxbury Drive	Brandy Scott	(310) 285-6840
<b>*La Cienega Community Center</b> 8400 Gregory Way	David Greene	(310) 285-6810
<b>HR Training Room</b> 455 N. Rexford Drive Third Floor	Karine Shirinian	(310) 285-1075



**EXHIBIT B**

**CERTIFICATE OF INSURANCE**

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

**NAMED INSURED**

**COMPANIES AFFORDING COVERAGE**

**ADDRESS**

- A.
- B.
- C.

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

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

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

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

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

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

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

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

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



# CERTIFICATE OF LIABILITY INSURANCE

VENDVEN-01

EROL

DATE (MM/DD/YYYY)  
6/16/2010

PRODUCER License # 0210226 (310) 450-9184 James P. Bennett & Company License # 0210226 2716 Ocean Park Blvd., Suite 1045 Santa Monica, CA 90405		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.	
INSURED Vendetta Vending Solutions, LLC 16644 E. Johnson Drive City Of Industry, CA 91745		INSURERS AFFORDING COVERAGE INSURER A: Hartford Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

### 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	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input 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 checked="" type="checkbox"/> LOC	72SBAUV4959	7/15/2009	7/15/2010	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
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	72SBAUV4959	7/15/2009	7/15/2010	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 \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	72WECLS0732	11/1/2009	11/1/2010	<input checked="" type="checkbox"/> WC STATUTORY 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
		OTHER				

## REVISED

*deck 6/17/10*

*JUN 17 2010*

*JUN 17 2010*

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 except 10 days notice of cancellation for non-payment of premiums.

Certificate holder is named Additional Insured as respect general liability as their interest may appear in the operations of the named insured.

<b>CERTIFICATE HOLDER</b>  City of Beverly Hills Purchasing Division 455 N. Rexford Drive, Room 350 Beverly Hills, CA 90210-	<b>CANCELLATION</b> 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
--	---

*# 1005166*

AMENDMENT NO. 11 TO AN AGREEMENT BETWEEN THE  
CITY OF BEVERLY HILLS AND INTERNATIONAL  
BUSINESS MACHINES CORPORATION FOR ONGOING  
MAINTENANCE AND SUPPORT SERVICES FOR THE  
CITY'S DATA CENTER

NAME OF CONSULTANT: International Business Machines  
Corporation ("IBM")

RESPONSIBLE PRINCIPAL  
OF CONSULTANT: Greg Schwenk, Client Executive

CONSULTANT'S ADDRESS: 4660 La Jolla Village Drive, Suite 300  
San Diego, CA 92122

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

COMMENCEMENT DATE: December 2, 2003

TERMINATION DATE: July 31, 2011

CONSIDERATION: Not to exceed \$190,833.80 for  
annual maintenance and support  
services provided pursuant to this  
Amendment

AMENDMENT NO. 11 TO AN AGREEMENT BETWEEN THE CITY  
OF BEVERLY HILLS AND INTERNATIONAL BUSINESS  
MACHINES CORPORATION FOR ONGOING MAINTENANCE AND  
SUPPORT SERVICES FOR THE CITY'S DATA CENTER

This Amendment No. 11 is to that certain agreement entitled "Agreement Between the City of Beverly Hills and International Business Machines Corporation for Maintenance and Support Services" between the City of Beverly Hills, a municipal corporation (hereinafter called "City"), and International Business Machines Corporation, a New York corporation (hereinafter "Consultant"), dated December 2, 2003, and identified as Contract No. 372-03 for maintenance and support services in connection with the City's Data Center (the "Agreement").

RECITALS

A. On December 2, 2003, City entered into the Agreement with Consultant for ongoing maintenance and support services in connection with the City's Data Center, as described more fully in the Agreement.

B. On November 16, 2004, the Parties entered into that certain Amendment No. 1 to the Agreement entitled "Amendment No. 1 to Agreement Between the City of Beverly Hills and International Business Machines Corporation for Ongoing Maintenance and Support Services for the City's Data Center" to modify the scope of services and to extend the term of the Agreement.

C. On July 5, 2005, the Parties entered into that certain Amendment No. 2 to the Agreement entitled "Amendment No. 2 to Agreement Between the City of Beverly Hills and International Business Machines Corporation for Ongoing Maintenance and

Support Services for the City's Data Center" to modify the scope of services and to extend the term of the Agreement.

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

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

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

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

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

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

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

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

L. City and Consultant desire to further modify the Agreement to amend the Scope of Services, the Consideration and to extend the term of the Agreement.

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

Section 1. The Termination Date shall be amended as set forth above for the scope of work set forth in this Amendment No. 11.

Section 2. The Consideration for the scope of work under this Amendment No. 11 shall be amended as set forth above.

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

Section 4. Except as expressly modified by Sections 2 and 3 of Amendment No. 9, and this Amendment No. 11, all of the provisions of the Agreement shall remain in full force and effect.

EXECUTED the \_\_\_\_ day of \_\_\_\_\_, 2010 at Beverly Hills,  
California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
JIMMY DELSHAD  
Mayor of the City of  
Beverly Hills, California

ATTEST:

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

[Signatures continue]

VENDOR: INTERNATIONAL  
BUSINESS MACHINES CORPORATION



GREG SCHWENK  
Client Executive

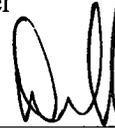
APPROVED AS TO FORM:



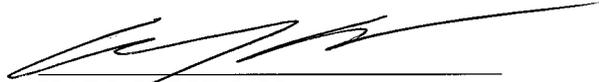
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
JEFFREY KOLIN  
City Manager



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



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

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

# IBM Schedule for ServiceElite

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

**Name and Address of Customer:**

CITY OF BEVERLY HILLS

**Customer Billing Address:**

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

**Master Services Attachment Number:** MAG30KN  
**Statement of Work Number:** AJ5VPD  
**Change Authorization Number:**  
**Customer Number:** 01782976

**Schedule Number:** AJ5VPD  
**Revised Schedule:** No  
**Schedule Effective Date:** 05/27/2010  
**Proposal Reference Date:** 05/27/2010

**Transaction Contract Period:**  
**Start Date:** 08/01/2010  
**End Date:** 07/31/2011  
**Renewal Contract Period:** 1 Year(s)

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

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

**Maintenance Charges:** 87,854.84  
**Service Charges:** 0.00  
**\*TOTAL CHARGE PERIOD CHARGES:** 87,854.84  
Annually

**Charge Period:**  
**Start Date:** 08/01/2010  
**End Date:** 07/31/2011

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

**1 Accumulated Adjustment Invoicing option:** N

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

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

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

Agreed to:

By:   
Name (type or print): David Schirmer  
Date: 6/2/10

Authorized signature

Agreed to:

**International Business Machines Corporation**  
By:   
Name (type or print): Greg Schweak  
Date: 6-2-2010

Authorized signature

# IBM Schedule for ServiceElite

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

Customer No.	Customer Name	Customer Location	Charges <sup>4</sup>
00985895	CITY OF BEVERLY HILLS	333 N FOOTHILL RD, PS MAINTENCE SERVICE, BEVERLY HILLS CA 90210-3609	247.50
01782748	CITY OF BEVERLY HILLS	455 N REXFORD DR, INFORMATION TECHNOLOGY, BEVERLY HILLS CA 90210-4817	450.00
01782812	CITY OF BEVERLY HILLS	9355 CIVIC CENTER DR, COMPUTER ROOM, BEVERLY HILLS CA 90210-3427	10,036.98
01782976	CITY OF BEVERLY HILLS	455 N REXFORD DR, IT DEPT, BEVERLY HILLS CA 90210-4817	77,120.36
<b>Total</b>			<b>87,854.84</b>

**Note: One Time Charges are not included in the Total**

# IBM Schedule for ServiceElite

## Maintenance Machine List

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

Mfg	Type	Mod/Feat	Add/Rem	Order/Serial Number	Related Order/Serial Number	Product Description	Qty	Type of Svc <sup>2</sup>	Maint. Svc <sup>3</sup>	Charges <sup>4</sup>	Charges Start <sup>5</sup>	Charges Stop <sup>6</sup>
				<b>Specified Location: 00985895</b>		<b>City, State: BEVERLY HILLS CA 90210-3609</b>						
IBM	7979	AC1		00KQXBZR1		SYSTEM X3650	1	B	1	247.50 WH	03/20/2011	
<b>Subtotal Without MES</b>										<b>247.50</b>		
<b>Subtotal With MES</b>										<b>247.50</b>		
				<b>Specified Location: 01782748</b>		<b>City, State: BEVERLY HILLS CA 90210-4817</b>						
IBM	1723	HC1		0023P5779		1U FLAT PNL MONITOR CONS KIT	1	B	1	150.00 H		
IBM	1723	HC1		0023P5781		1U FLAT PNL MONITOR CONS KIT	1	B	1	150.00 H		
IBM	1723	HC1		0023P5783		1U FLAT PNL MONITOR CONS KIT	1	B	1	150.00 H		
<b>Subtotal Without MES</b>										<b>450.00</b>		
<b>Subtotal With MES</b>										<b>450.00</b>		
				<b>Specified Location: 01782812</b>		<b>City, State: BEVERLY HILLS CA 90210-3427</b>						
IBM	4364	AC1		00KQZXT78		IBM SYSTEM X3250	1	B	1	500.00 H		
IBM	7026	6H1		00006753F		7026 6H1 P SERIES 660 MODEL 6H1	1	A	1	2,548.80 H		
IBM	7978	AC1		0099N1781		SYSTEM X3550 SERVER	1	B	1	0.00 WH	08/12/2011	
IBM	7978	AC1		0099N1782		SYSTEM X3550 SERVER	1	B	1	0.00 WH	08/12/2011	
IBM	7978	AC1		0099N1787		SYSTEM X3550 SERVER	1	B	1	0.00 WH	08/12/2011	
IBM	7978	AC1		0099N1789		SYSTEM X3550 SERVER	1	B	1	0.00 WH	08/12/2011	
IBM	7978	AC1		0099N1793		SYSTEM X3550 SERVER	1	B	1	0.00 WH	08/12/2011	
IBM	7978	AC1		0099V3849		SYSTEM X3550 SERVER	1	B	1	0.00 WH	03/06/2012	
IBM	7978	AC1		00KQKTMAG		SYSTEM X3550 SERVER	1	B	1	0.00 WH	04/12/2012	
IBM	7979	AC1		0099B1206		SYSTEM X3650	1	B	1	675.00 H		
IBM	7979	AC1		00KQBCVMD		SYSTEM X3650	1	B	1	65.62 WH	06/27/2011	
IBM	7979	71U		00KQHDDGC		XSER3650 3.0GHZ 4MB 1G 0HD	1	B	1	0.00 WH	12/27/2011	
IBM	7979	AC1		00KQLWL16		SYSTEM X3650	1	B	1	675.00 H		

See Legend for Details

# IBM Schedule for ServiceElite

## Maintenance Machine List

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

Mfg	Type	Mod/Feat	Add/Rem	Order/Serial Number	Related Order/Serial Number	Product Description	Qty	Type of Svc <sup>2</sup>	Maint. Svc	Charges <sup>1</sup>	Charges Start	Charges Stop
IBM	7979	AC1		00KQLZN72		SYSTEM X3650	1	B	1	675.00 H		
IBM	7979	AC1		00KQNKX54		SYSTEM X3650	1	B	1	675.00 H		
IBM	7979	AC1		00KQYCZY7		SYSTEM X3650	1	B	1	180.00 WH	04/26/2011	
IBM	8840	15U		00KQTRT2M		XSER346 3.0G 2MB 1GB/0HDD	1	B	1	675.00 H		
IBM	8852	HC1		0099B8861		BLADECENTER H	1	B	1	83.12 WH	06/18/2011	
IBM	8853	AC1		0099BL520		BLADECENTER HS21	1	B	1	42.22 WH	06/24/2011	
IBM	8853	AC1		0099BL545		BLADECENTER HS21	1	B	1	42.22 WH	06/24/2011	
IBM	8864	AC1		0099A4849		IBM SYSTEM X3850	1	B	1	800.00 H		
IBM	8864	AC1		0099A9624		IBM SYSTEM X3850	1	B	1	800.00 H		
IBM	8864	AC1		0099A9625		IBM SYSTEM X3850	1	B	1	800.00 H		
IBM	8864	AC1		0099A9627		IBM SYSTEM X3850	1	B	1	800.00 H		
<b>Subtotal Without MES</b>										<b>10,036.98</b>		
<b>Subtotal With MES</b>										<b>10,036.98</b>		
				<b>Specified Location: 01782976</b>		<b>City, State: BEVERLY HILLS CA 90210-4817</b>						
IBM	1723	1NX		0023B4796		FLAT PANEL MONITOR WO/KEYB	1	B	1	150.00 H		
IBM	1735	L04		002367062		NETBAY LOCAL CONSOLE MANAGER	1	B	1	120.00 H		
IBM	1814	7VA		00131750D		DS4200 EXPRESS MODEL 7V	1	B	1	727.21 WH	05/15/2011	
IBM	1814	7VA		00131751K		DS4200 EXPRESS MODEL 7V	1	B	1	727.21 WH	05/15/2011	
IBM	1814	7VA		00133589M		DS4200 EXPRESS MODEL 7V	1	B	1	3,400.00 H		
IBM	2104	DU3		0000DBAD4		EXPANDABLE STORAGE PLUS	1	A	1	1,874.88 H		
IBM	3584	L32		000011655		ULTRASCALABLE TAPE LIBRARY	1	A	1	11,845.44 H		
IBM	7014	T42		0000728AF		RS/6000 SYSTEM RACK	1	A	1	317.16 H		
IBM	7026	6H1		0000672AF		7026 6H1 P SERIES 660 MODEL 6H1	1	A	1	2,548.80 H		
IBM	7978	MC1		00KQLDZ72		SYSTEM X3550 SERVER	1	B	1	500.00 H		
IBM	7979	71U		0099P8312		XSER3650 3.0GHZ 4MB 1G 0HD	1	B	1	493.12 WH	11/09/2010	
IBM	7979	71U		00KDKWNBH		XSER3650 3.0GHZ 4MB 1G 0HD	1	B	1	448.12 WH	12/03/2010	
IBM	7979	71U		00KDKWNCB		XSER3650 3.0GHZ 4MB 1G 0HD	1	B	1	448.12 WH	12/03/2010	

See Legend for Details

# IBM Schedule for ServiceElite

## Maintenance Machine List

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

Mfg	Type	Mod/Feat	Add/Rem	Order/Serial Number	Related Order/Serial Number	Product Description	Qty	Type of Svc <sup>2</sup>	Maint. Svc	Charges <sup>4</sup>	Charges Start <sup>5</sup>	Charges Stop <sup>6</sup>
IBM	7979	71U		00KDKWNGT		XSER3650 3.0GHZ 4MB 1G 0HD	1	B	1	448.12 WH	12/03/2010	
IBM	7979	71U		00KDKWNMA		XSER3650 3.0GHZ 4MB 1G 0HD	1	B	1	448.12 WH	12/03/2010	
IBM	7979	71U		00KDKWNXH		XSER3650 3.0GHZ 4MB 1G 0HD	1	B	1	448.12 WH	12/03/2010	
IBM	7979	71U		00KDKWPKM		XSER3650 3.0GHZ 4MB 1G 0HD	1	B	1	448.12 WH	12/03/2010	
IBM	7979	AC1		00KQADCPX		SYSTEM X3650	1	B	1	146.25 WH	05/14/2011	
IBM	7979	71U		00KQLZN39		XSER3650 3.0GHZ 4MB 1G 0HD	1	B	1	675.00 H		
IBM	7979	71U		00KQMKYC9		XSER3650 3.0GHZ 4MB 1G 0HD	1	B	1	331.87 WH	02/05/2011	
IBM	7979	71U		00KQWCY28		XSER3650 3.0GHZ 4MB 1G 0HD	1	B	1	675.00 H		
IBM	7979	AC1		00KQXCZC9		SYSTEM X3650	1	B	1	249.38 WH	03/19/2011	
IBM	7979	7AU		00KQYBGN7		XSER3650 3.0GHZ 4MB 1G 0HD	1	B	1	180.00 WH	04/26/2011	
IBM	7979	7AU		00KQYBGT1		XSER3650 3.0GHZ 4MB 1G 0HD	1	B	1	180.00 WH	04/26/2011	
IBM	7979	AC1		00KQYCVZ2		SYSTEM X3650	1	B	1	675.00 H		
IBM	7979	AC1		00KQYDAD5		SYSTEM X3650	1	B	1	675.00 H		
IBM	7984	AC1		00KQYDZM6		IBM SYSTEM X3455	1	B	1	500.00 H		
IBM	8654	51Y		0078TN263		XSER330 1.0G 256 256/0HD S	1	A	1	333.33 H		
IBM	8654	51Y		0078TN748		XSER330 1.0G 256 256/0HD S	1	A	1	333.33 H		
IBM	8670	K1X		00KPMCZL9		XSER345 2.67G 512 512/0HDD S	1	B	1	675.00 H		
IBM	8670	K1X		00KPMCZM0		XSER345 2.67G 512 512/0HDD S	1	B	1	675.00 H		
IBM	8670	K1X		00KPMCZN2		XSER345 2.67G 512 512/0HDD S	1	B	1	675.00 H		
IBM	8670	K1X		00KPMDCX5		XSER345 2.67G 512 512/0HDD S	1	B	1	675.00 H		
IBM	8676	M1X		00KPPCRG1		XSER335 3.06G 512 512/0HDD S	1	B	1	500.00 H		
IBM	8676	M1X		00KPPCRH2		XSER335 3.06G 512 512/0HDD S	1	B	1	500.00 H		
IBM	8676	M1X		00KPPCRN6		XSER335 3.06G 512 512/0HDD S	1	B	1	500.00 H		
IBM	8686	8RX		00KPPAPG9		XSER360 2X1.9G 1MB 2GB/0HD S	1	B	1	800.00 H		
IBM	8686	8RX		00KPPAPM3		XSER360 2X1.9G 1MB 2GB/0HD S	1	A	1	533.33 H		
IBM	8837	11U		00KPZWR99		XSER336 3.0G 1MB 1GB/0HD3.5 S	1	B	1	500.00 H		
IBM	8837	11U		00KPZWT02		XSER336 3.0G 1MB 1GB/0HD3.5 S	1	B	1	500.00 H		
IBM	8837	11U		00KPZWT05		XSER336 3.0G 1MB 1GB/0HD3.5 S	1	B	1	500.00 H		
IBM	8837	11U		00KPZWT16		XSER336 3.0G 1MB 1GB/0HD3.5 S	1	B	1	500.00 H		
IBM	8837	11U		00KPZWT21		XSER336 3.0G 1MB 1GB/0HD3.5 S	1	B	1	500.00 H		
IBM	8837	25U		00KQAZCOH		XSER336 3.2G 2MB 1GB/0HDD S	1	A	1	333.33 H		

See Legend for Details

# IBM Schedule for ServiceElite

## Maintenance Machine List

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

Mfg	Type	Mod/Feat	Add/Rem	Order/Serial Number	Related Order/Serial Number	Product Description	Qty	Type of Svc <sup>2</sup>	Maint Svc <sup>3</sup>	Charges <sup>4</sup>	Charges Start <sup>5</sup>	Charges Stop <sup>6</sup>
IBM	8837	25U		00KQAZC5M		XSER336 3.2G 2MB 1GB/0HDD S	1	A	1	333.33 H		
IBM	8837	25U		00KQAZD1V		XSER336 3.2G 2MB 1GB/0HDD S	1	A	1	333.33 H		
IBM	8837	E1U		00KQNWG8R		XSER336 3.0G 2MB 2GB/0HDD S	1	B	1	500.00 H		
IBM	8837	E1U		00KQNWG8T		XSER336 3.0G 2MB 2GB/0HDD S	1	B	1	500.00 H		
IBM	8837	E1U		00KQNWG8V		XSER336 3.0G 2MB 2GB/0HDD S	1	B	1	500.00 H		
IBM	8837	E1U		00KQNWK7L		XSER336 3.0G 2MB 2GB/0HDD S	1	B	1	500.00 H		
IBM	8837	E1U		00KQNWK7M		XSER336 3.0G 2MB 2GB/0HDD S	1	B	1	500.00 H		
IBM	8837	E1U		00KQPGW7R		XSER336 3.0G 2MB 2GB/0HDD S	1	B	1	500.00 H		
IBM	8840	45U		00KQBPY1K		XSER346 3.6G 2MB 1GB/0HDD	1	A	1	450.00 H		
IBM	8863	E5U		00KQCMZ1G		XSER366 2X3.6GHZ 1MB 2GB 0HD	1	A	1	490.00 H		
IBM	8863	E5U		00KQCYR0Z		XSER366 2X3.6GHZ 1MB 2GB 0HD	1	A	1	490.00 H		
IBM	8864	AC1		0099A8951		IBM SYSTEM X3850	1	B	1	800.00 H		
IBM	9307	4SX		0023A1870		S2 42U STAND RACK CABINET	1	B	1	443.00 H		
IBM	9511	AG4		0055FA193		T540 15.0INLCD 15.0V BLK MPR	1	A	1	130.00 H		
IBM	9511	AG4		0055FA196		T540 15.0INLCD 15.0V BLK MPR	1	A	1	130.00 H		
IBM	9511	AG4		0055FA197		T540 15.0INLCD 15.0V BLK MPR	1	A	1	130.00 H		
IBM	9511	AG4		0055FC096		T540 15.0INLCD 15.0V BLK MPR	1	A	1	130.00 H		
IBM	1812	81A		00136608T		DS4000 EXP810 EXPANSION UNIT	1	B	1	2,000.00 H		
IBM	1814	70A		00138595N		DS4700 EXPRESS MODEL 70	1	B	1	3,400.00 H		
IBM	2861	001		000012248		EXN1000 SATA EXPANSION UNIT	1	A	1	0.00 WH	04/30/2012	
IBM	1812	81A		00136944Y		DS4000 EXP810 EXPANSION UNIT	1	B	1	2,000.00 H		
IBM	1812	81A		00136945A		DS4000 EXP810 EXPANSION UNIT	1	B	1	2,000.00 H		
IBM	2101	N00		00001027W		STORAGE SOLUTIONS RACK	1	B	1	408.00 H		
IBM	2861	001		000009113		EXN1000 SATA EXPANSION UNIT	1	A	1	952.30 WH	04/15/2011	
IBM	2861	001		000009114		EXN1000 SATA EXPANSION UNIT	1	A	1	952.30 WH	04/15/2011	
IBM	2861	001		000009115		EXN1000 SATA EXPANSION UNIT	1	A	1	952.30 WH	04/15/2011	
IBM	2861	001		000009116		EXN1000 SATA EXPANSION UNIT	1	A	1	952.30 WH	04/15/2011	
IBM	2861	001		000009117		EXN1000 SATA EXPANSION UNIT	1	A	1	952.30 WH	04/15/2011	
IBM	2861	001		000011399		EXN1000 SATA EXPANSION UNIT	1	A	1	0.00 WH	01/28/2012	
IBM	2861	001		000011400		EXN1000 SATA EXPANSION UNIT	1	A	1	0.00 WH	01/28/2012	
IBM	2861	001		000011401		EXN1000 SATA EXPANSION UNIT	1	A	1	0.00 WH	01/28/2012	

See Legend for Details

# IBM Schedule for ServiceElite

## Maintenance Machine List

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

Mfg	Type	Mod/ Feat	Add/ Rem	Order/ Serial Number	Related Order/ Serial Number	Product Description	Qty	Type of Svc <sup>2</sup>	Maint. Svc	Charges <sup>4</sup>	Charges Start	Charges Stop
IBM	2868	A20		000000199		N5600 MODEL A20	1	A	1	4,725.84 WH	04/15/2011	
IBM	3584	D53		000042452		TS3500 EXPANSION FRAME	1	B	1	840.00 H		
IBM	3583	L72		000025227		ULTRIUM TAPE LIBRARY	1	B	1	11,412.00 H		
<b>Subtotal Without MES</b>										<b>77,120.36</b>		
<b>Subtotal With MES</b>										<b>77,120.36</b>		
<b>Total Charge Period Charges for Maintenance Machine List Without MES</b>										<b>\$87,854.84</b>		
<b>Total Charge Period Charges for Maintenance Machine List With MES</b>										<b>\$87,854.84</b>		

See Legend for Details

# IBM Schedule for ServiceElite

## Legends:

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

### <sup>2</sup>TYPE OF SERVICE

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

### <sup>3</sup>MAINTENANCE SERVICES

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

### <sup>4</sup>Charges shown are for the Charge Period

- A (C) indicates a Machine that will have Usage Charges billed separately
- An (E) indicates a Machine that has been announced as withdrawn from generally available Maintenance Service
- An (F) indicates an Assumptive Product included in the total Charge Period Price that has a manually inserted serial number and configuration provided by the customer
- An (H) identifies a Machine on an existing ServiceElite/ServiceSuite/ ServiceElect CHIS contract with duplicate Maintenance Services Coverage
- A (K) indicates Assumptive Products included in the total Charge Period Price that are based on the customer provided configuration
- An (M) indicates an MES on order is not shown and applicable pricing not included
- An (N) indicates that the product is a non-GSA Schedule item
- An (O) indicates a One Time Charge
- A (P) indicates averaged billing or annual prepayment
- An (R) indicates the usage charge rate (Feet, Hours, or Impressions) for a machine under a usage plan
- An (S) indicates a manual order installation date change
- A (U) indicates Usage Charges which are measured in either Feet, Hours, or Impressions
- A (W) indicates a Machine under Warranty
- An (X) indicates On-order Products which are shown for planning purposes only
- A (Y) indicates On-order MES products which are shown for planning purposes only. These charges are included in the related machine.

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

# IBM Schedule for ServiceElite

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

**Name and Address of Customer:**

CITY OF BEVERLY HILLS

**Customer Billing Address:**

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

**Master Services Attachment Number:** MAG30KN  
**Statement of Work Number:** AX5VP5  
**Change Authorization Number:**  
**Customer Number:** 01782976

**Schedule Number:** AX5VP5  
**Revised Schedule:** No  
**Schedule Effective Date:** 05/27/2010  
**Proposal Reference Date:** 05/27/2010

**Transaction Contract Period:**  
**Start Date:** 08/01/2010  
**End Date:** 07/31/2011  
**Renewal Contract Period:** 1 Year(s)

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

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

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

**Charge Period:**  
**Start Date:** 08/01/2010  
**End Date:** 07/31/2011

<sup>1</sup>Accumulated Adjustment Invoicing option: N

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

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

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

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

Agreed to:

Agreed to:

By:   
Name (type or print): David Schirmer  
Date: 6/2/10

**International Business Machines Corporation**  
By:   
Name (type or print): Greg Schwab  
Date: 6-2-2010

# IBM Schedule for ServiceElite

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

Customer No	Customer Name	Customer Location	Charges <sup>4</sup>
01782976	CITY OF BEVERLY HILLS	455 N REXFORD DR, IT DEPT, BEVERLY HILLS CA 90210-4817	1,796.00
<b>Total</b>			<b>1,796.00</b>

**Note: One Time Charges are not included in the Total**

# IBM Schedule for ServiceElite

## Services List

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

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

Type	Model	Serial/Order Number	Support Service	Product Group/Service Option	Qty	Charges <sup>4</sup>	Services Start	Charges Start	Charges Stop
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Specified Location: 01782976

City, State: BEVERLY HILLS CA 90210-4817

			SWMA FOR AIX			898.00			
				SUPPORT SUBSCRIPTION E5 PRIME SHIFT					
7026	6H1	0000672AF	SWMA FOR AIX		1	898.00			
				SUPPORT SUBSCRIPTION E5 PRIME SHIFT					
7026	6H1	00006753F			1				
<b>Subtotal</b>						<b>1,796.00</b>			
<b>Total Charge Period Charges for Services List</b>						<b>\$ 1,796.00</b>			

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

# IBM Schedule for ServiceElite

## Legends:

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

### <sup>2</sup>TYPE OF SERVICE

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

### <sup>3</sup>MAINTENANCE SERVICES

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

### <sup>4</sup>Charges shown are for the Charge Period

- A (C) indicates a Machine that will have Usage Charges billed separately
- An (E) indicates a Machine that has been announced as withdrawn from generally available Maintenance Service
- An (F) indicates an Assumptive Product included in the total Charge Period Price that has a manually inserted serial number and configuration provided by the customer
- An (H) identifies a Machine on an existing ServiceElite/ServiceSuite/ ServiceElect CHIS contract with duplicate Maintenance Services Coverage
- A (K) indicates Assumptive Products included in the total Charge Period Price that are based on the customer provided configuration
- An (M) indicates an MES on order is not shown and applicable pricing not included
- An (N) indicates that the product is a non-GSA Schedule item
- An (O) indicates a One Time Charge
- A (P) indicates averaged billing or annual prepayment
- An (R) indicates the usage charge rate (Feet, Hours, or Impressions) for a machine under a usage plan
- An (S) indicates a manual order installation date change
- A (U) indicates Usage Charges which are measured in either Feet, Hours, or Impressions
- A (W) indicates a Machine under Warranty
- An (X) indicates On-order Products which are shown for planning purposes only
- A (Y) indicates On-order MES products which are shown for planning purposes only. These charges are included in the related machine.

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

**Customer information**

Company name CA City of Beverly Hills  
 Address 455 North Rexford Drive  
 Beverly Hills, California 90210  
 United States

Renewal quote number 0025991069  
 Renewal due date 01-Aug-2010  
 Agreement number 0000130144  
 Site number 7199797  
 IBM customer number 0985895  
 Offering type Passport Advantage  
 Customer set designation Government  
 Contract option GOVERNMENT  
 Anniversary August  
 Primary contact name Nicole McClinton  
 Phone 310-285-2597  
 Fax 310-246-1567  
 Email nmccclinton@beverlyhills.org

**Renewal Quote**

SQO reference 0001270347  
 Relationship SVP level GV  
 Quote value 37,554.00  
 Currency US Dollar

Any and all prices herein are suggested prices only and are subject to change at IBM's sole discretion. Products listed herein are subject to withdrawal or modification by IBM at any time at IBM's sole discretion.

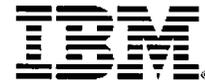
**Quote details**

<u>Quantity</u>	<u>Part number</u>	<u>Part description</u>	<u>Total points</u>	<u>Total price</u>
260	E020CLL	IBM DB2 Enterprise Server Edition Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	93.60	17,901.00
	<b>Charge unit</b>	Processor Value Unit (PVU)		
	<b>Item points</b>	0.36		
	<b>Item price</b>	68.85		
	<b>Software maintenance</b>	Start date: 01-Aug-2010 End date: 31-Jul-2011		
1	E01MJLL	IBM Rational Application Developer for WebSphere Software Authorized User Annual SW Subscription & Support Renewal	4.07	756.50
	<b>Charge unit</b>	Authorized User		
	<b>Item points</b>	4.07		
	<b>Item price</b>	756.50		
	<b>Software maintenance</b>	Start date: 01-Aug-2010 End date: 31-Jul-2011		
600	E029ELL	IBM Tivoli Storage Manager Extended Edition 10 Processor Value Units (PVUs) Annual SW Subscription & Support Renewal	36.00	6,834.00
	<b>Charge unit</b>	Processor Value Unit (PVU)		
	<b>Item points</b>	0.06		
	<b>Item price</b>	11.39		
	<b>Software maintenance</b>	Start date: 01-Aug-2010 End date: 31-Jul-2011		
80	E02B6LL	IBM Tivoli Storage Manager for Mail 10 Processor Value Units (PVUs) Annual SW Subscription & Support Renewal	9.60	1,751.20
	<b>Charge unit</b>	Processor Value Unit (PVU)		
	<b>Item points</b>	0.12		
	<b>Item price</b>	21.89		
	<b>Software maintenance</b>	Start date: 01-Aug-2010 End date: 31-Jul-2011		

10	E029KLL IBM Tivoli Storage Manager 10 Processor Value Units (PVUs) Annual SW Subscription & Support Renewal	0.30	63.30
	<b>Charge unit</b> Processor Value Unit (PVU)		
	<b>Item points</b> 0.03		
	<b>Item price</b> 6.33		
	<b>Software maintenance</b> Start date: 01-Aug-2010 End date: 31-Jul-2011		
300	E025SLL IBM WebSphere Application Server Network Deployment Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	48.00	8,862.00
	<b>Charge unit</b> Processor Value Unit (PVU)		
	<b>Item points</b> 0.16		
	<b>Item price</b> 29.54		
	<b>Software maintenance</b> Start date: 01-Aug-2010 End date: 31-Jul-2011		
1	E00A4LL IBM WebSphere Studio Application Developer Integration Edition User Annual SW Subscription & Support Renewal	7.47	1,386.00
	<b>Charge unit</b> User		
	<b>Item points</b> 7.47		
	<b>Item price</b> 1,386.00		
	<b>Software maintenance</b> Start date: 01-Aug-2010 End date: 31-Jul-2011		
<b>Total</b>		<b>199.04</b>	<b>37,554.00</b>

# International Business Machines Corporation

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



Quotation Number: 15230120  
 IBM Contact: Kenneth M. Robinson  
 Phone Number: 1-978-399-7447

11-May-2010

SAP Customer Number: 3039908  
 IBM Customer Number: 1784408

Quote Effective Date: 11-May-2010  
 Quote Expiration Date: 31-Jul-2010

**Customer:**

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

**Payer: 3039908**

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

Item	Part Number	Quantity		Unit Price	Extended Amount
COGNOS IMPROMPTU ADMINISTRATOR AUTH USER ANNUAL SW S&S RNWL					
001	E06B4LL	1		95.20	95.20
Subscription and Support 01-Aug-2010 - 31-Jul-2011					
COGNOS IMPROMPTU WEB REPORTS LEGACY USER ANNUAL SW S&S RNWL					
002	E06B9LL	30		28.56	856.80
Subscription and Support 01-Aug-2010 - 31-Jul-2011					
COGNOS IMPROMPTU WEB REPORTS LEGACY PROC ANNUAL SW S&S RNWL					
003	E06BALL	2		3,796.05	7,592.10
Subscription and Support 01-Aug-2010 - 31-Jul-2011					
Applicable tax will be recalculated at the time of order processing.					
<b>Subtotal in USD:</b>					<b>8,544.10</b>
<b>Total in USD:</b>					<b>8,544.10</b>

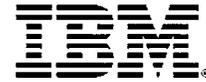


## Quotation Terms and Conditions

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

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

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



delivery date.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

Agreed to:  
'Customer'

By  \_\_\_\_\_  
Authorized Signature

Name (type or print):

Date:

Agreed to:  
Local International Business Machines Delegate

By  \_\_\_\_\_  
Authorized Signature

Name (type or print): Greg Schwark

Date: 6-2-2010

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**A SERVICES PROPOSAL FOR**

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**City of Beverly Hills**

to provide:

**Hourly Technical Consulting Services**

May 28, 2010

submitted by

**IBM**

600 Anton Boulevard

Costa Mesa, CA 92626

Service dates

July 1, 2010 – June 30, 2011

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## **Executive Summary**

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

Based on the successful deployment of IBM xSeries and pSeries Systems and Storage Area Management (SAN), along with Tivoli Storage Manager (TSM), IBM shall now support changes and additional services for the City's fiscal year 2010 - 2011 with a pool of 200 consulting hours.

The benefits that City will gain from this proposal include:

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

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# Statement of Work

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

The Statement of Work includes the following subsections:

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

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

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

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

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

## 1.0 Scope of Services

IBM will provide up to two hundred (200) hours of project management and technical consulting services to City through June 30, 2011 in the following areas:

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

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

## 1.1 Key Assumptions

This Statement of Work and IBM's estimates to perform are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the procedure described in Appendix B, "Project Change Control Procedure".

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

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

## 1.2 IBM Responsibilities

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

### 1.2.1 Project Management

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

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

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

**Deliverables:** Monthly Status Reports

### 1.2.2 Engagement Kickoff and Project Planning Meeting

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

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

**Completion Criteria:** This task will be complete when the requested engagement is kicked off.

**Deliverable:** None.

### 1.2.3 Document Findings and Recommendations for each Engagement

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

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

**Deliverable:** Summary of Findings and Recommendations.

## **1.3 City of Beverly Hills Responsibilities**

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

### **1.3.1 City of Beverly Hills Project Manager**

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

The City Project Manager shall:

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

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

City shall:

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

## **1.4 Other Terms and Conditions**

1. City is solely responsible for the actual content of any data file, selection and implementation of controls on its access and use, and security of the stored data.
2. City agrees to allow IBM and its entities to store and use City contact information, including names, phone numbers, and e-mail addresses, anywhere IBM does business. Such information will be processed and used in connection with the IBM and City business relationship, and may be provided to contractors, Business Partners, and assignees of IBM and its entities for uses consistent with their collective business activities, including communicating with City (for example, for processing orders, for promotions, and for market research).
3. City will identify and make the interpretation of any applicable federal, state and local laws, regulations and statutes and ensure that deliverables of the project meet those requirements.
4. Required Approvals. Where agreement, approval, acceptance, or consent by either party is required by any provision of this Statement of Work or the Agreement, such action shall not be unreasonably delayed or withheld, which, unless otherwise specified herein, shall mean not withheld or denied for more than ten (10) business days.
5. Indemnification. IBM shall indemnify, hold harmless and defend City, City Council and each member thereof, and every officer, employee and agent of City (collectively "City"), while acting within the scope of their duties as such, from and against any and all claims, demands or causes of action of any kind or character (including reasonable attorney's

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

6. Intellectual Property Indemnification. IBM shall indemnify, hold harmless and defend City, City Council and each member thereof, and every officer, employee and agent of City (collectively "City"), from and against any and all claims, demands or causes of action of any kind or character (including reasonable attorney's fees and any amounts paid in settlement agreed to by IBM) in an amount finally awarded by a court, resulting from, arising out of or in any way related to any claim that the Deliverables or Services, in part or in whole and solely to the extent caused by IBM pursuant to the terms of this Scope of Work and the Agreement, infringe any rights of any third party in or to any U.S. patent, trademark, copyright, service mark, trade name, trade secret or similar proprietary rights conferred by contract or by common law or by any law of the United States or any state therein. The foregoing indemnity applies provided City promptly notifies IBM in writing following its receipt of notice of any such claim, suit or proceeding and shall give IBM such information and cooperation as is reasonable under the circumstances. IBM shall have the duty to keep City informed of the progress of each such matter but shall have the sole authority to defend or settle the claim at IBM's sole cost and expense. IBM's obligation to indemnify City under this Section shall only apply if: (a) City has made all payments to IBM required by this Statement of Work and the Agreement and complied with all applicable provisions of this Section and the Agreement; and (b) the infringement alleged in any such claim, suit or proceeding does not result from any of the following: (i) any modification of the Deliverables provided under this SOW or the equipment and/or software specified in Section 1.0 of this Statement of Work by City, or use of the specified equipment and/or software in other than its specified operating environment;(ii) incorporation into the Deliverables or the specified equipment and/or software of anything City provides or IBM's compliance with any designs, specifications, or instructions provided by City or by a third-party on behalf of City; (iii) infringement by non-Consultant product(s) alone; or (iv) the combination, operation, or use of the Deliverables or the specified equipment and/or software with other Products not provided by IBM as part of the Deliverables provided under this SOW or the equipment and/or software specified in Section 1.0 of this Scope of Services, or the combination, operation, or use of the Deliverables or the specified equipment and/or software with any product, data, or apparatus that IBM did not provide.
7. Limitation of Liability. Circumstances may arise where, because of a default on IBM's part or other liability, City is entitled to recover damages from IBM. In each such instance, regardless of the basis on which City is entitled to claim damages from IBM (including fundamental breach, negligence, or other contract or tort claim), IBM is liable for no more than:
  - a) The payments referred to in subsection 6 above regarding Intellectual Property Indemnification;
  - b) Damages for bodily injury (including death) and damage to real property and tangible personal property; and
  - c) The amount of any other actual direct damages, up to the greater of \$100,000 or the compensation IBM received under this Statement of Work and the Agreement.

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

## **1.5 Estimated Schedule**

Estimated Start Date = July 1, 2010

Estimated End Date = June 30, 2011

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

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

## **1.6 Deliverable Materials**

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

- Status Report
- Summary of Findings and Recommendations

## **1.7 Completion Criteria**

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

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

## **1.8 Charges**

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

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

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

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

Invoices are payable within 30 days of receipt in accordance with City's standard practice.

IBM agrees to provide the Services described in this SOW provided City accepts this SOW, without modification, by signing in the space below on or before July 31, 2010.

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

**Agreed to:**

City of Beverly Hills

By:  \_\_\_\_\_  
Authorized signature

Name (type or print): David Schirmer

Date: 6/02/10

Customer number: 1782976

**Customer address:**

455 North Rexford Drive  
Beverly Hills, CA 90210

**Agreed to:**

International Business Machines Corporation

By:  \_\_\_\_\_  
Authorized signature

Name (type or print): Greg Schwank

Date: 6-2-2010

Agreement Number: HQ12291

Statement of Work number:

**IBM Office address:**

IBM Corporation  
600 Anton Boulevard  
Costa Mesa, CA 92626

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## Appendix A. Deliverable Guidelines

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### Appendix A. Deliverable Guidelines

#### Status Report

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

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

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

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

#### Summary of Findings and Recommendations

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

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

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

- Key findings and conclusions
- Recommendations

## **Appendix B. Project Change Control Procedure**

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

# Sample PCR Document

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## Change Authorization for Project Management and Technical Consulting Services

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This Change Authorization ("PCR") is to modify the existing Statement of Work dated July 1, 2008 between the City of Beverly Hills ("City") and International Business Machines Corporation ("IBM").

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

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

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

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

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

Agreed to:

**City of Beverly Hills**

By: \_\_\_\_\_

Authorized signature

Name (type or print):

Date:

Customer Number:

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

**Beverly Hills, CA 90210**

Project Name or Identifier:

Agreed to:

**International Business Machines Corporation**

By: \_\_\_\_\_

Authorized signature

Name (type or print):

Date:

Reference Agreement Number:

Reference Statement of Work Number:

Change Authorization Number:

IBM Office Number:

IBM Office Address:

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE  
CITY OF BEVERLY HILLS AND INFOKALL, INC. FOR  
INFORMATION TECHNOLOGY CONSULTING SERVICES ON  
AN AS-NEEDED BASIS

NAME OF CONSULTANT: Infokall, Inc.

RESPONSIBLE PRINCIPAL OF CONSULTANT: Pundarika Bibireddy, Chief Operational  
Officer & Executive Vice President

CONSULTANT'S ADDRESS: 510 Thornall Street, Suite #260  
Edison, New Jersey 08837  
Attention: Pundarika Bibireddy  
Chief Operational Officer

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

COMMENCEMENT DATE: Upon Written Notice to Proceed

TERMINATION DATE: December 31, 2011

CONSIDERATION: Not to exceed \$93,000 per year

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND INFOKALL, INC. FOR INFORMATION TECHNOLOGY CONSULTING SERVICES ON AN AS-NEEDED BASIS

This Amendment No. 1 is to that certain Agreement between the City of Beverly Hills (hereinafter called "CITY"), and Infokall (hereinafter called "CONSULTANT") dated May 17, 2010 and identified as Contract No. 165-10 "Agreement".

RECITALS

A. CITY entered into a written Agreement, dated May 17, 2010, for a pilot program for information technology consulting services related to the City's web applications on an as-needed basis.

B. CITY now desires CONSULTANT to perform such services on a wider scale. CITY desires to amend the Consideration to compensate CONSULTANT for such additional services.

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

Section 1. The Consideration shall be amended as set forth above.

Section 2. Except as expressly modified by this Amendment No. 1, all of the provisions of the Agreement shall remain in full force and effect.

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

CITY OF BEVERLY HILLS  
A Municipal Corporation

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JIMMY DELSHAD  
Mayor of the City of  
Beverly Hills, California

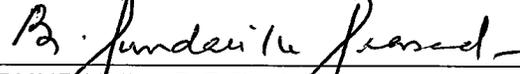
[Signatures continue]

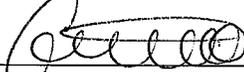
ATTEST:

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

(SEAL)

CONSULTANT: INFOKALL, INC.

  
\_\_\_\_\_  
PUNDARIKA BIBIREDDY  
Chief Operation Officer &  
Executive Vice President

  
\_\_\_\_\_  
VENKATA PUTTA  
Chief Financial Officer

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT

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

  
\_\_\_\_\_  
KARL KIRKMAN  
RISK MANAGER

\_\_\_\_\_  
JEFFREY KOLIN  
City Manager