



AGENDA REPORT

Meeting Date: July 7, 2011
Item Number: F-18
To: Honorable Mayor & City Council
From: David Schirmer, Chief Information Officer
Subject: APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND AIRLINX COMMUNICATIONS, INC. FOR INFORMATION TECHNOLOGY CONSULTING SERVICES FOR THE RESEARCH, DEVELOPMENT AND DEPLOYMENT OF WIRELESS TECHNOLOGY; AND

AUTHORIZE A PURCHASE ORDER IN THE AMOUNT OF \$51,000 TO AIRLINX FOR THE CONSULTING SERVICES

Attachments: 1. Contract

RECOMMENDATION

Staff recommends that the City Council approve an Agreement between the City and Airlinx Communications, Inc. for information technology consulting services for the research, development and deployment of wireless technology, and authorize a purchase order in an amount not to exceed \$51,000.

INTRODUCTION

The implementation of a municipal wireless network has made it possible for the City to take advantage of emerging technologies to better facilitate the provision of quality customer service to the public across all departments. As a result, the expansion of wireless technologies has been identified as a City priority as part of Information Technology's 5-Year Strategic Master Plan, the City's Strategic Plan, City Council Priorities, and as part of multi-departmental Work Plans identified for the fiscal year.

DISCUSSION

City staff researched the qualifications of many wireless consultants, as well as tested the abilities of various communications consultants with various small wireless pilot projects. Based on these experiences and evaluation of consultants' areas of expertise with respect to development and deployment of wireless solutions, staff determined that

Airlinx Communications has the skill and the knowledge to assist the City with the anticipated expansion of wireless technologies.

As part of this engagement, Airlinx is tasked with providing the City with information technology consulting services related to the research, development, and deployment of wireless technologies that are suitable to extend integrated voice, video and data communications from the City's local private network to the mobile City employee in the field within City limits or beyond. These wireless networks are initially targeted to support internal City operations including Police and Fire, Field Inspectors, EOC operations and other mobile operations. Consultant may also assist City with additional research regarding whether to expand these services for public use at some point in the future.

FISCAL IMPACT

This is a one-year agreement that provides for consulting services for an amount not to exceed \$51,000. Funds have been budgeted and are available in Information Technology's IT Division account.

Funds for this project are provided as follows:

Budget Unit	Account #	Description of Fund Source/Account #	Amount
31410340	85060	Maintenance and Repairs Non-Auto	\$51,000.00
Total:			\$51,000.00

Noel Marquis
Finance Approval



David Schirmer
Approved By



Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND AIRLINX COMMUNICATIONS, INC. FOR INFORMATION TECHNOLOGY CONSULTING SERVICES FOR THE RESEARCH, DEVELOPMENT AND DEPLOYMENT OF WIRELESS TECHNOLOGIES

NAME OF CONSULTANT: Airlinx Communications, Inc.

RESPONSIBLE PRINCIPAL OF CONSULTANT: Tjalling Hoiska, President

CONSULTANT'S ADDRESS: Box 253 Greenville
New Hampshire 03048
Attention: Tjalling Hoiska, President

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, 2011

TERMINATION DATE: June 30, 2012

CONSIDERATION: Not to exceed \$51,000.00 based on the rates set forth in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND AIRLIX COMMUNICATIONS, INC. FOR INFORMATION TECHNOLOGY CONSULTING SERVICES FOR THE RESEARCH, DEVELOPMENT AND DEPLOYMENT OF WIRELESS TECHNOLOGIES

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

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

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

Section 2. Term of Agreement. This Agreement shall commence on July 1, 2011 and shall terminate on June 30, 2012.

Section 3. Time of Performance. CONSULTANT shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY in the manner described in Exhibit A. CONSULTANT shall complete the services in conformance with the project timeline established by the City Manager or his designee.

Section 4. Compensation.

(a) If services are requested by the City, City agrees to compensate CONSULTANT, and CONSULTANT agrees to accept in full satisfaction for the services required by this Agreement the Consideration more particularly described in Exhibit B, attached hereto and incorporated herein by this reference. Said Consideration shall constitute reimbursement of CONSULTANT's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the CONSULTANT be paid more than the yearly maximum Consideration set forth above.

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

Section 5. Method of Payment. CONSULTANT shall submit to City a detailed invoice (as is further described in Exhibit B), on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice.

Section 6. Independent Contractor. CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as herein set forth. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 7. Assignment. This Agreement shall not be assigned in whole or in part, by CONSULTANT without the prior written approval of CITY. Any attempt by CONSULTANT to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 8. Responsible Principal(s)

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

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

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

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

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

Section 11. Insurance.

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

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

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

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

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

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

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

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

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

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

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

Section 13. Termination.

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

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

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

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

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

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

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

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

Section 20. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

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

Section 22. Severability. 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 _____ 2011, at Beverly Hills, California.

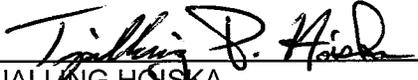
CITY OF BEVERLY HILLS
A Municipal Corporation

BARRY BRUCKER
Mayor of the City of Beverly Hills,
California

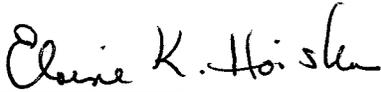
ATTEST:

(Seal)
BYRON POPE
City Clerk

CONTRACTOR:
AIRLINX COMMUNICATIONS, INC.



TJALLING HOISKA
President



ELAINE HOISKA
Secretary

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



LAURENCE S. WIENER
City Attorney

JEFFREY KOLIN
City Manager



DAVID SCHIRMER
Chief Information Officer



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF WORK

Consultant shall provide City with information technology consulting services related to the research, development, and deployment of wireless technologies that are suitable to extend integrated voice, video and data communications from the City's local private network to the mobile City employee in the field within City limits or beyond. The wireless networks are initially targeted to support internal City operations including Police and Fire, Field Inspectors, EOC operations and other mobile operations.

(collectively "Services").

The above Services shall be provided to the CITY on an as-needed basis as directed by the CITY in the manner set forth herein.

For each requested engagement, CONSULTANT shall provide CITY with a written proposal which shall include (at a minimum) a detailed scope of work, deliverables and payment milestones ("Proposal"). The City shall review and approve in writing such Proposal prior to the commencement of work. Upon approval, such Proposal shall be incorporated herein as if set forth in full and the services provided thereunder such Proposal shall be subject to the terms and conditions of this Agreement. The City shall issue a written authorization to proceed for each accepted Proposal.

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

For the term of this Agreement, Consultant shall be paid for the Services provided hereunder at the blended hourly rate of \$249.38. In no event shall the total compensation exceed \$51,000.00.

CONSULTANT shall submit a detailed and itemized invoice(s) for the services rendered, which invoice shall include for each fee entry the following information: (i) the date each task is performed; (ii) the identifier of the timekeeper that performed each task (i.e. initials or timekeeper number); (iii) the hours or portion thereof, billed for the task that reflects the actual time spent on each activity; (iv) a clear description of the activity performed (each task must be billed as a separate entry and time should not be embedded); and (v) total fees billed for each entry. Unless provided for in the Proposal, this Agreement provides for no reimbursement of expenses.

EXHIBIT C

CERTIFICATE OF INSURANCE

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

NAMED INSURED

COMPANIES AFFORDING COVERAGE

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	N/A	officer	exclusion		

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

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

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

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

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

DATE : _____ BY : _____

 Authorized Insurance Representative
 TITLE : _____
 AGENCY : _____ Address : _____

see attached Certificate of Liability Insurance.

