



AGENDA REPORT

Meeting Date: August 2, 2011

Item Number: F-11

To: Honorable Mayor & City Council

From: Scott Miller, Director of Administrative Services and CFO
Noel Marquis, Assistant Director of Administrative Services - Finance

Subject: **APPROVALS RELATED TO VARIOUS CITY PURCHASING AND BUDGET TRANSACTIONS AS DESCRIBED HEREIN**

Attachments: 1.) Agreements (5)

Item A. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND PACIFIC COAST CABLING, INC. FOR PRETESTING AND TERMINATING FIBER OPTICS AND COPPER CABLES; AND

APPROVAL OF A BLANKET PURCHASE ORDER IN THE AMOUNT OF \$75,000 TO PACIFIC COAST CABLING FOR THESE SERVICES

RECOMMENDATION

Staff recommends that the City Council approve the agreement and blanket purchase order with Pacific Coast Cabling (PCC) for pretesting and terminating fiber optics and copper cables in the not-to-exceed amount of \$75,000.

INTRODUCTION

The City requires cabling services in support of citywide technology-related projects on an as needed basis. The required services include all necessary parts, and labor associated with installation, termination and testing fiber and copper cabling, labeling, and any additional necessary cabling items. PCC has a proven history of providing excellent cabling services for citywide projects at reasonable costs.

DISCUSSION

The ability to have an as needed agreement for project-related cabling services ensures that required cabling for scheduled projects is completed in a timely manner. The agreement also ensures that the progress of planned projects is not hindered and that necessary ancillary cabling services are completed in a manner satisfactory to the City's standards. The City has continued to work with PCC based on the quality and workmanship of the services provided. Staff periodically receives quotes for services to ensure that PCC continues to offer competitive pricing. Additionally, the proposed agreement requires that PCC provide a written scope of work including a breakdown of all costs and warranties for each requested engagement for the City's prior written approval to proceed.

FISCAL IMPACT

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

Item B. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND DESTINATION SCIENCE CAMP TO CONDUCT SCIENCE CAMP ACTIVITIES THROUGH THE CITY'S COMMUNITY SERVICES DEPARTMENT AT VARIOUS CITY PARKS AND BEVERLY HILLS UNIFIED SCHOOL DISTRICT SITES; AND,

APPROVAL TO ISSUE A BLANKET PURCHASE ORDER FOR A NOT-TO-EXCEED AMOUNT OF \$60,000 FOR THE SERVICES DESCRIBED

RECOMMENDATION

Staff recommends approval of a one-year agreement with option for two additional one-year extensions and approval of a Blanket Purchase Order with Destination Science Camp to conduct youth science camp activities at various BHUSD school sites in the amount not to exceed \$60,000 per year.

INTRODUCTION

Destination Science is a contracted company that has offered summer Science Camp for the past eight years. Students participate in the cutting-edge, hands-on science enrichment program; and through an innovative curriculum and fascinating projects, the children explore and enjoy many facets of science and learn critical thinking through creative problem solving.

DISCUSSION

Destination Science Camp will conduct youth science camp activities at various BHUSD school sites on behalf of the City's Community Services Department. Instruction will be offered through camp programs and classes. The agreement is for one year with option for two additional one-year extensions at \$60,000 per year.

FISCAL IMPACT

The provision of this program is based upon split revenue with Destination Science Camp receiving 70% of the resident registration fees and the City retaining the

remaining amount. Funds are currently available for this expenditure, which is offset by revenue.

Item C. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND EVERBRIDGE, INC. FOR LICENSING OF THE CITY'S MASS NOTIFICATION SYSTEM AND RELATED SERVICES

RECOMMENDATION

Staff recommends that the City Council approve the agreement with Everbridge, Inc. for licensing of the City's mass notification system and related services, for an amount not to exceed \$30,989 per year, and a total contract cost not to exceed \$92,967 through the life of the agreement.

INTRODUCTION

The Everbridge mass notification system is used by Emergency Management, the Police Department, the Fire Department, and Public Works for various emergency and non-emergency notifications for residents, businesses and employees. Continued use of the system requires ongoing licensing and related services.

DISCUSSION

The ability to reach the City's resident and business populations to relate emergency and disaster information is a vital City function for effective emergency management and disaster preparedness. The City also requires a mass notification system to contact the public with important non-emergency, location specific information such as notification of missing persons, notice of water main breaks, flood notices and others. The system is also used for employee recall purposes.

On August 10, 2007, the City circulated an RFP seeking bids for replacement of the City's previous mass notification system. Upon independent multi-departmental review of the proposals submitted, four bidders were selected to provide presentations. After the presentations, representatives from the Police Department, Fire Department, Policy and Management, and Information Technology came to a unanimous decision to award the bid to Everbridge, formerly 3N. Staff requests a continuation of the licensing and related services.

FISCAL IMPACT

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

Item D. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND COBAN RESEARCH AND TECHNOLOGIES, INC. FOR SOFTWARE SUPPORT AND SYSTEM REPAIR SERVICES FOR IN-CAR VIDEO SYSTEMS IN THE CITY POLICE VEHICLES

RECOMMENDATION

Staff recommends that the City Council approve a 3-year agreement with Coban Research and Technologies, Inc. for software support and system repair services for in-car video systems in the City's police vehicles in an amount not to exceed \$19,626.25

for the first year, and \$19,155 for the second and third years, at a total contract cost not-to-exceed \$57,936.25 for the life of the contract.

INTRODUCTION

The complete digital video solution for the City's police vehicles is comprised of hardware and software components including in-car video capture, in-car and external video transfer, back-end video storage, and back-end video management. These systems require ongoing maintenance and support for both the hardware and software components.

DISCUSSION

Coban is the manufacturer and provider of the City's current in-car digital video systems, installed the systems, and has maintained them to date. The proposed agreement provides for ongoing support for the digital video management software, as well as a provision for repair and replacement of necessary hardware. Staff requests that the agreement is approved to provide for a continuation of maintenance and support services to ensure the systems are fully functional for police officers in the field and for the Police Department's records division.

FISCAL IMPACT

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

Item E. APPROVAL OF AMENDMENT NO. 3 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND MAYER HOFFMAN MCCANN P.C. FOR PROFESSIONAL AUDIT SERVICES; AND,

APPROVAL TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$73,000 TO MAYER HOFFMAN MCCANN P.C. FOR PROFESSIONAL AUDIT SERVICES

RECOMMENDATION

Staff recommends that the City Council approve amendment No. 3 to the agreement and purchase order with Myer Hoffman McCann to continue to provide financial audit services as part of the annual financial statement audit, Single audit, and GANN Limit Report preparation for the fiscal year ending June 30, 2011 at a cost of \$73,000.

INTRODUCTION

Mayer Hoffman McCann P.C. (MHM) is the City's financial audit firm and has provided audit services to the City since Fiscal Year 2005-2006.

DISCUSSION

Although the service provided by MHM is satisfactory, since this will be the fifth year of MHM's service, the City will be issuing an RFP for audit services for Fiscal Year Ended June 30, 2012 to fiscal year ending June 30, 2014, with an option for two more years of service.

FISCAL IMPACT

The cost of the fiscal year ending June 30, 2011 audit will be \$73,000. The funds were budgeted and are available for this service.

Item F. APPROVAL TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$75,000 TO THE FERGUSON GROUP LLC FOR LEGISLATIVE ADVOCACY SERVICES

RECOMMENDATION

Staff recommends City Council approval of a purchase order in the amount of \$75,000 to The Ferguson Group LLC to represent the City in Washington, DC.

INTRODUCTION

This item seeks City Council approval for ongoing legislative advocacy services to promote the City's interests before legislators, regulators and policymakers in the nation's capitol.

DISCUSSION

The Ferguson Group LLC has done an excellent job in the past two years representing the City on key issues and has assisted the City in promoting key initiatives, including Homeland Security, budget and funding requests, and other specific issues.

FISCAL IMPACT

Funds were budgeted and are available for this purpose.

Item G. APPROVAL TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$75,000 FOR SHAW/YODER/ANTWIH, INC. FOR LEGISLATIVE ADVOCACY SERVICES

RECOMMENDATION

Staff requests that the City Council approve a purchase order in the amount of \$75,000 to Shaw/Yoder/Antwih Inc. Group to represent the City in Sacramento, California.

INTRODUCTION

This item seeks City Council approval for ongoing legislative advocacy services to promote the City's interests before legislators, regulators and policymakers in the state capitol.

DISCUSSION

Shaw/Yoder/Antwih Inc. has done an excellent job in the past two years representing the City on key issues, and has assisted the City in promoting key initiatives, including Homeland Security, budget and funding requests, and other specific issues.

Meeting Date: August 2, 2011

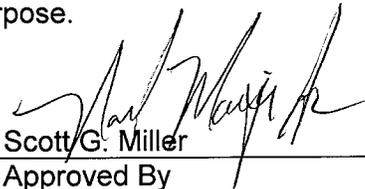
FISCAL IMPACT

Funds were budgeted and are available for this purpose.

Noel Marquis
Finance Approval



Scott G. Miller
Approved By



Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND PACIFIC COAST
CABLING, INC. FOR PRETESTING AND TERMINATING FIBER OPTICS AND
COPPER CABLES

| | |
|---|--|
| NAME OF CONTRACTOR: | Pacific Coast Cabling, Inc. |
| RESPONSIBLE PRINCIPAL OF CONTRACTOR: | Richard J. Harris Principal Corporate Sales Officer |
| CONTRACTOR'S ADDRESS: | 9340 Eton Avenue Chatsworth, California 91311 |
| CITY'S ADDRESS: | City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: David Schirmer Chief Information Officer |
| COMMENCEMENT DATE: | Upon receipt of a notice to proceed |
| TERMINATION DATE: | June 30, 2012, unless sooner terminated pursuant to Section 13 of the Agreement |
| CONSIDERATION: | Not to exceed \$75,000, based on the costs set forth in Exhibit B |

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND PACIFIC COAST
CABLING, INC. FOR PRETESTING AND TERMINATING FIBER OPTICS AND
COPPER CABLES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Pacific Coast Cabling, 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" or "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.

(a) 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.

(b) The Work shall be done in accordance with all applicable local, State and federal laws, statutes and regulations and with the provisions of the most current edition of "**STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION**" (commonly known as "the GREEN BOOK") including Supplements, prepared and promulgated by the Southern California Chapter of the American Public Works Association and the Associated General Contractors of California, which specifications are hereinafter referred to as the "Standard Specifications" and are incorporated herein by this reference. In the event of a conflict, the provisions of the Scope of Work shall apply and/or shall supersede, as the case may be, provisions of the Standard Specifications.

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.

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, a sum not to exceed 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. Payment Bond. CONTRACTOR shall file with CITY a Payment (Labor and Materials) Bond on the form attached hereto and incorporated herein as Exhibit D, attached hereto and incorporated herein, in the amount of 100% of the Contract Price

Requirement for acceptance of sureties.

1. The surety on any bond or undertaking must be a corporation authorized by the Insurance Commissioner of the Department of Insurance of the state to transact surety business in the state; and

2. There must be on file with CITY and the City Clerk of the CITY or submitted with the bond, a copy, duly certified by the proper authority and attested by the seal of the corporation, of the transcript or record of appointment entitling or authorizing the person or persons purporting to execute an undertaking or bond for and on behalf of such corporation to act in the premises.

Section 13. Indemnification. CONTRACTOR agrees to defend, indemnify, and save harmless CITY, and its elected officials, officers, employees, servants, designated volunteers, and those CITY agents serving as independent contractors in the role of CITY officials (collectively, "Indemnitees"), from and against any and all liabilities, demands, claims, damages, losses, costs and expenses of whatsoever kind or nature, including, but not limited to, any and all direct and indirect cost of defense (including attorney fees and court costs), made against, or incurred or suffered by, any Indemnitees as a direct or indirect consequence of entering into this Agreement or of injury, sickness, or disease, including death, to persons or injury to, or destruction of, property, including, but not limited to, the loss of use of property, resulting directly or indirectly from, or in any manner connected with or pertaining to any and all operations, and any and all activities, omissions and conditions in any manner connected therewith or pertaining thereto, of CONTRACTOR under this Agreement 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 14. 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 15. Special Conditions. CONTRACTOR shall comply with the following conditions:

- A. Storage. Storage will be limited to the project area.
- B. Temporary Structures. CONTRACTOR shall provide all temporary structures, measures, apparatus and services required to prosecute the Work under this Contract.
- C. Utilities. All utility service and building system connections or required interruptions shall be coordinated in advance with CITY.
- D. Trash Removal. Rubbish, debris, waste, dust or surplus materials shall not be allowed to accumulate and shall be removed continuously and disposed of by CONTRACTOR as the work progresses. Specific rubbish removal companies are allowed to operate within the CITY, a list of these companies may be obtained by calling the CITY at 310-285-2806.
- E. Drawings, Warranties and Service Manuals. CONTRACTOR shall submit as-built drawings, warranties and service manuals upon completion of the work.
- F. Materials and Workmanship.
 - 1. CITY shall have the right to inspect any material used. Material furnished shall be new, complete, ready-for-use and of the latest model, shall not have been used in demonstration or other services and shall have all the usual equipment as shown by its manufacturer's current specifications and catalogs, unless otherwise specified. Equipment, supplies or services that fail to comply with the Contract requirements regarding design, material or workmanship may be rejected at the option of CITY. Any materials rejected shall be removed from CITY premises at CONTRACTOR's sole expense.
 - 2. All Work must be approved by CITY. For unsatisfactory Work not corrected, CITY may, at its option, withhold payment for the unsatisfactory Work, deduct the amount from the invoiced amount, or have the Work corrected by another contractor at CONTRACTOR's cost and expense.

Section 16. Legal Relations and Responsibility to CITY

(a) Laws to Be Observed. CONTRACTOR shall be knowledgeable of all existing and pending State and national laws and all municipal ordinances and regulations of the CITY, which in any manner affect those employed in the work, or the material used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having jurisdiction or authority over the same. CONTRACTOR shall particularly observe all ordinances of the CITY in relation to the obstruction of streets or conduct of the

work, keeping open passageways and protecting the same where they are exposed or dangerous to traffic.

(b) Social Security Requirements. CONTRACTOR shall furnish to CITY satisfactory evidence that he/she and all subcontractors are complying with all requirements of the Federal and State Social Security legislation. CONTRACTOR, at any time on request, shall satisfy CITY that the Social Security and Withholding Tax are being properly reported and paid.

(c) Labor Laws and Prevailing Wages. CONTRACTOR shall comply with and adhere to all applicable labor laws, such as, but not limited to, alien labor, prevailing wages, etc. CONTRACTOR shall comply with the provisions of Sections 1770-1777.5 of the California Labor Code.

1. In accordance with the provisions of Section 1770 et seq., of the Labor Code, the Director of the Department of Industrial Relations of the State of California has ascertained the general prevailing rate of wages applicable to the work to be done under contract for public improvement. CONTRACTOR shall pay to all employees on the project sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1."
2. CONTRACTOR shall execute simultaneously with the execution of this Agreement a statement acknowledging obligation to comply with California Labor Law requirements. That statement is attached as Appendix C and incorporated herein by reference.

(d) Payroll Records. CONTRACTOR's attention is directed to Section 1776 of the Labor Code, relating to accurate payroll records, which impose responsibility upon CONTRACTOR for the maintenance, certification, and availability for inspection of such records for all persons employed by CONTRACTOR or by the subcontractors in connection with the project. CONTRACTOR shall agree through the Agreement to comply with this section and the remaining provisions of the Labor Code.

(e) Working Hours. CONTRACTOR's workers and subcontractors employed in the execution of this Contract shall not be required to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, in violation of the provisions of Article 3, Chapter 1, Part 7, Division 2 of the Labor Code (Section 1810 et seq.).

(f) Apprentices. Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by CONTRACTOR or any subcontractor. CONTRACTOR and all subcontractors shall comply with the requirements of said sections in the employment of apprentices. Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Department of Industrial Relations, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

(g) Fair Employment Practices/Equal Opportunity Acts. In the performance of the Work described in this Agreement, CONTRACTOR and every supplier of materials and services shall comply with all applicable provisions of the California Fair Employment Practices Act

(California Government Code Sections 12940-48) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. §§ 200e-217), whichever is more restrictive.

(h) Registration of Contractors. Only a Contractor licensed in accordance with the provisions of Chapter 9, Division 3 of the Business and Professions Code shall be permitted to enter into a contract with the CITY for any public improvement. CONTRACTOR shall at all times possess a valid California Contractor's License Class A, and any other licenses required by law to perform the work.

(i) Patents and Property Rights. CONTRACTOR shall assume all responsibility arising from the use of materials, equipment, devices, or processes that are patented or allegedly patented, and/or that are the subject of intellectual or proprietary property rights, used on or incorporated in the work, and shall defend, indemnify, and hold harmless CITY, and each of its officers, agents, and employees from and against any and all liabilities, demands, claims, damages, losses, costs, and expenses, of whatsoever kind or nature, arising from such use.

(j) Resolution of Claims and Disputes. Public Contract Code Sections 20104 et seq. applies to this Agreement. Those Public Contract Code Sections are incorporated by reference herein. In any arbitration to resolve a dispute relating to or arising out of this Agreement, the arbitrator's award shall be supported by law and substantial evidence. The arbitrator shall file a written decision with the court and serve a copy of it on each of the parties. The written decision shall contain a summary of the evidence, reasons underlying the decision, and unless the parties otherwise agree, findings of fact and conclusions of law.

(k) Assignment of Unfair Business Practices. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, CONTRACTOR or a subcontractor offers and agrees to assign to CITY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arises from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time CITY tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

Section 17. Prosecution and Progress of the Work

(a) Subletting and Assignment.

1. CONTRACTOR shall give personal attention to the fulfillment of this Agreement and shall be in control of the work. CONTRACTOR shall not assign, transfer nor sublet any part of the Work, nor shall the Agreement be assigned, transferred, or sublet, in whole or in part, without the written consent of CITY and of the Surety of CONTRACTOR's bond, and such consent of Surety, together with a copy of the subcontract, shall be filed with CITY. No assignment, transfer or subletting, even though consented to, shall relieve CONTRACTOR of liability under the Agreement. Subcontractors shall not be recognized as such, and all persons engaged in the project will be considered as employees of CONTRACTOR, their work being subject to the provisions of the Agreement and the specifications. Should any subcontractor fail to perform work to the satisfaction of CITY said subcontractor shall be removed immediately

from the project and shall not again be employed on the work, and CONTRACTOR shall be held liable for the deficient work.

2. CONTRACTOR shall provide a list of all subcontractors performing more than one-half of one percent (1%) of the total contract amount.
3. Any assignment, transfer or subletting of the Agreement in violation of this subsection A is null and void.

(b) Character of Workman. - CONTRACTOR shall employ none but competent foremen, laborers, and mechanics. Any overseer, superintendent, laborer or other person employed on the work by CONTRACTOR who is intemperate, incompetent, troublesome, or otherwise undesirable, or who fails or refuses to perform the work in the manner specified herein, shall be discharged immediately and such person shall not again be employed on the work.

(c) Agents or Foreperson. - In the absence of CONTRACTOR from the site of the project, even if such is only of a temporary duration, CONTRACTOR must provide and leave at the site a competent and reliable agent or foreperson in charge.

(d) Temporary Stoppage of Construction Activities. CITY shall have the authority to suspend the work wholly or in part, for such a period of time as it may deem necessary, due to unsuitable weather, or to such other conditions as he considers unfavorable for the proper prosecution of the work, or for such time as he may deem necessary due to failure on the part of CONTRACTOR to carry out orders or to perform any of the requirements of this Agreement. CONTRACTOR shall immediately comply with such an order from CITY and shall not resume operations until so ordered in writing.

(e) Removal of defective or Unauthorized Work. Only first class work, materials, and workmanship will be acceptable. All work which is defective in its construction or deficient in any of the requirements of the specifications shall be remedied, or removed and replaced by CONTRACTOR in an acceptable manner, and no compensation will be allowed for such correction. Any work done beyond the lines shown on the plans, or any extra work done without written authority will be considered as unauthorized and will not be paid for. CITY shall have authority to cause defective work to be remedied or removed and replaced, and unauthorized work to be removed, and to deduct the costs thereof from any monies due or to become due CONTRACTOR.

(f) Supervision. All manufactured products, materials, and appliances used and installed and all details of the work done shall at all times be subject to the supervision, test, and approval of CITY. CITY shall have access to the work at all times during construction, and shall be furnished with every reasonable facility for securing full knowledge with regard to the progress, workmanship and character of the materials used or employed in the work.

(g) Final Cleaning Up. Upon completion of the project and before making application to CITY for acceptance of the work, CONTRACTOR shall clean all the streets and grounds occupied by him in connection with the project, of all rubbish, debris, excess material, temporary structures and equipment, leaving the entire site of the work in a neat presentable condition.

(h) Loss or Damage. Any loss or damage arising from any omission or act of CONTRACTOR or any agent or person employed by him or by any action which had not been authorized in the provisions of the specifications, shall be sustained by CONTRACTOR.

Section 18. Safety and Protection of Workers. Pursuant to Public Contract Code Section 7104, if any work under this Agreement involves digging trenches or other excavations that extend deeper than four feet below the surface:

(a) CONTRACTOR shall promptly, and before the following conditions are disturbed, notify CITY, in writing, of any:

1. Material that CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
2. Subsurface or latent physical conditions at the site differing from those indicated.
3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the Agreement.

(b) CITY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in CONTRACTOR's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the Agreement.

(c) In the event that a dispute arises between CITY and CONTRACTOR, whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. CONTRACTOR shall retain any and all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

As required by Labor Code Section 6705 and in addition thereto, whenever work under the Agreement that involves an estimated expenditure in excess of twenty-five thousand dollars (\$25,000) for the excavation of any trench or trenches five (5) feet or more in depth, CONTRACTOR shall submit for acceptance by CITY in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by CONTRACTOR, and all costs therefore shall be included in the price of the Agreement. Nothing in this provision shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this provision shall be construed to impose tort liability on the CITY or on any CITY officer, agent, consultant, representative, or employee. All plans, processing and shoring costs are CONTRACTOR's responsibility and must be included in CONTRACTOR's bid.

Section 19. Third Party Claims. Pursuant to Public Contract Code Section 9201, the CITY has full authority to compromise or otherwise settle any claim relating to this Agreement at any time. The CITY shall timely notify CONTRACTOR of the receipt of any third-party claim relating to the Agreement. The CITY shall be entitled to recover its reasonable costs incurred in providing the notification required by Public Contract Code Section 9201(b).\

Section 20. Licenses. CONTRACTOR is aware of California Labor Code Sections 1777.1 and 1777.7, which prohibit CONTRACTOR or any subcontractors who have been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a contractor or subcontractor on a public works project for specified periods of time.

Section 21. 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 22. 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 23. Records and Inspections. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of two year(s). 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 of transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 24. Changes in the Scope of Work. 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 25. 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 26. 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 27. 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 28. 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 29. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 30. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 31. 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

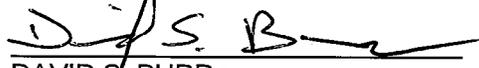
BARRY BRUCKER
Mayor of the City of
Beverly Hills, California

ATTEST:

BYRON POPE
City Clerk

(SEAL)

CONTRACTOR: PACIFIC COAST
CABLING, INC.



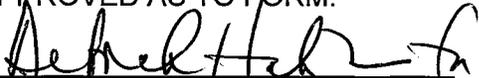
DAVID S. BURR
President/Chief Executive Officer



PAT ABRUZZESE
Vice President of Finance

[Signatures continue]

APPROVED AS TO FORM:



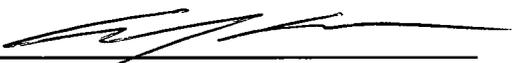
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY KOLIN
City Manager



DAVID SCHIRMER
Chief Information Officer



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF WORK

CONTRACTOR shall provide, to the satisfaction of CITY, cabling services on an as-needed basis to meet CITY's ongoing cabling needs (the "Services"). The Services shall include all necessary parts and labor associated with installation, termination and testing fiber and copper cabling and any additional cabling items as requested by CITY. CONTRACTOR shall label all completed work and shall provide CITY with documentation noting successful testing of installed cable, and final as-built specifications to CITY.

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

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

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

CITY shall pay CONTRACTOR a total sum not to exceed Seventy-Five Thousand Dollars (\$75,000) as set forth in the purchase order issued by CITY for all services provided pursuant to this Agreement.

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.



CERTIFICATE OF INSURANCE

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

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

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

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

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

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

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

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

DATE: _____

BY: _____
Authorized Insurance Representative

AGENCY: _____

TITLE: _____

ADDRESS: _____

RM02.DOC REVISED 10/14/96.

EXHIBIT C

EXHIBIT D
PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS, the City of Beverly Hills, hereinafter "City", has awarded to

_____,
hereinafter designated as "Principal," a Contract for the **Fiber Optics and Copper Cabling:**

WHEREAS, said Principal is required under the terms of the Contract and the California Civil Code, to secure the payment of claims of laborers, mechanics, materialmen and other persons, as provided by law;

NOW, THEREFORE, we, the undersigned Principal, and _____,
("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of: Dollars (\$)_____, this amount being not less than one hundred percent (100%) of the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, its heirs, executors, administrators, successors, assigns, or subcontractors shall fail to pay any of the persons named in Section 3181, of the California Civil Code, or any amounts due under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, the above obligation shall be null and void.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or other assigns in any suit brought upon the bond. In case suit is brought upon this bond, the said Surety will pay all court costs and reasonable attorneys' fees in an amount to be fixed by the court.

FURTHER the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents, or of the work to be performed thereunder, shall in any way affect the obligations of this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition or modification of the Contract Documents or to the work or specifications thereunder. Surety hereby waives the provisions of California Civil Code § 2845 and 2849.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by the Principal and Surety named herein, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

DATED: _____

"PRINCIPAL"

"SURETY"

BY: _____
Its

BY: _____
Its

BY: _____
Its

BY: _____
Its

{ SEAL }

{ SEAL }

NOTE: THIS BOND MUST BE EXECUTED IN DUPLICATE AND DATED. ALL SIGNATURES MUST BE NOTARIZED, AND EVIDENCE OF THE AUTHORITY OF ANY PERSON SIGNING AS ATTORNEY-IN-FACT MUST BE ATTACHED.

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND DESTINATION SCIENCE CAMP TO CONDUCT
SCIENCE CAMP ACTIVITIES THROUGH THE CITY'S
COMMUNITY SERVICES DEPARTMENT AT VARIOUS
CITY PARKS AND BEVERLY HILLS UNIFIED SCHOOL
DISTRICT SITES

NAME OF CONTRACTOR: Destination Science Camp

RESPONSIBLE PRINCIPAL
OF CONTRACTOR: Heena Desai, Secretary

CONTRACTOR'S ADDRESS: 953 N. Elm
Orange, California 92867

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Steve Zoet,
Director of Community Services

COMMENCEMENT DATE: July 1, 2011

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

CONSIDERATION: Not to exceed \$60,000 per year at the rate of 70% of
the registration fees as described in Section 3

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND DESTINATION SCIENCE CAMP TO CONDUCT
SCIENCE CAMP ACTIVITIES THROUGH THE CITY'S
COMMUNITY SERVICES DEPARTMENT AT VARIOUS
CITY PARKS AND BEVERLY HILLS UNIFIED SCHOOL
DISTRICT SITES

THIS AGREEMENT is made as by and between the City of Beverly Hills (hereinafter called "City"), and Destination Science Camp (hereinafter called "Contractor").

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

Section 1. Contractor's Services. Contractor shall perform the services to the satisfaction of City as described in Exhibit A.

Section 2. Time of Performance. Contractor shall perform the services on or by the Termination Date set forth above. The City Manager or his designee may extend the time of performance in writing for two additional one-year terms pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation and Payment.

(a) Upon satisfactory completion of all science camp services to be provided pursuant to Exhibit A of this Agreement, City shall pay Contractor compensation in an amount not to exceed the amount set forth above at the rate of seventy percent (70%) of the City resident rate multiplied by the number of registrants of the classes provided by Contractor for City under this Agreement.

(b) Contractor shall submit an 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. City shall pay Contractor the amount of such billing within thirty (30) days of receipt of same.

Section 4. 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 5. Responsible Principal.

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

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

Section 6. Personnel.

(a) Contractor represents that all of the services required under this Agreement shall be performed by Contractor. Contractor further represents that it is qualified to perform such services.

(b) Prior to Contractor performing services under this Agreement, Contractor and Contractor's personnel 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 Contractor or any Contractor personnel have been convicted of a misdemeanor or felony involving moral turpitude according to the DOJ report, City may terminate this Agreement immediately.

Section 7. 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 services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with Contractor.

Section 8. Insurance.

(a) Contractor 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 Contractor.

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

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

(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) 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.

(f) 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 policies of insurance required by this Agreement shall contain an endorsement naming the City and Beverly Hills Unified School District ("District") 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.

(g) 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.

(h) 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 9. Indemnification. Contractor agrees to indemnify, defend and hold harmless City, District, City Council and each member thereof, and every officer, and employee of the City and District, from any claim, liability or financial loss including, without limitation, attorneys fees and costs, arising in any manner whatsoever from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Contractor or any person employed by Contractor, including agents and independent contractors, in the performance of this Agreement. The duties set forth in this Section shall survive termination of this Agreement.

Section 10. Termination.

(a) City may terminate this Agreement at any time without cause by giving five (5) days prior written notice of such termination to the non-terminating party, and by specifying the effective date thereof. If this Agreement is terminated by City as provided herein prior to the commencement of a session, City shall not pay Contractor for that session. If this Agreement is terminated by City as provided herein during a session, City shall pay Contractor for its services satisfactorily rendered as of the date of termination a prorated share of the amount due Contractor for that session. In no event shall the amount of money to be paid under the foregoing provisions of this paragraph exceed the amount which would be paid Contractor for the full performance of the services required by this Agreement.

(b) In the event City determines that enrollment in the science camps is insufficient, funds or facilities become unavailable, or Contractor does not perform the services

required by this Agreement to the satisfaction of City, City may terminate this Agreement and City shall not pay Contractor for the services performed.

Section 11. Licenses and Permits. Contractor agrees to maintain in effect at all times valid local, state and federal licenses and permits.

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

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

Section 13. Successors and Assigns. Contractor shall not assign or attempt to assign any portion of this Agreement without the written approval of City.

Section 14. 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 15. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 16. Attorney's Fees. In the event that City or Contractor commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

Section 17. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the _____ day of _____, 20 __.

CITY OF BEVERLY HILLS
a Municipal Corporation

BARRY BRUCKER
Mayor of the City of Beverly Hills, California

ATTEST:

(SEAL)

BYRON POPE
City Clerk

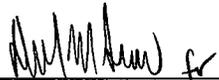
CONTRACTOR: DESTINATION SCIENCE
CAMP


KATHLEEN HERAGHTY
Director



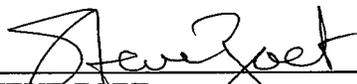
HEENA DESAI
Secretary

APPROVED AS TO FORM:


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY KOLIN
City Manager


STEVE ZOET
Director of Community Services


KARL KIRKMAN
Risk Manager

EXHIBIT A

Scope of Services

Contractor shall provide to City science camp activities at various City parks and District sites as described in Exhibit A-1, attached hereto and incorporated herein by this reference, in accordance with a schedule mutually agreed upon by the parties in writing. The schedule is subject to change by City, which may reschedule or cancel any or all science camp activities at its discretion. The rates charged for the science camp shall be subject to City's prior written approval.

EXHIBIT A-1

Raging Wet Reaction Lab©

Build your own Chemistry Kit so you can become a science wizard and do all the amazing reaction experiments we do at camp... at HOME! Experience bubbling, frozen CO₂ and a new polymer slime you can eat. Build an electric propeller-powered, submersible marine monster to race in our raging wet splash zone. Experience the wet and wild excitement of fantastic physics when you enter the gravity water balloon drop zone.

Hydrio Galactic Rocket Mania!©

This rocket uses the power of air pressure & water for crazy water soaking fun flights. Design the all new electric powered Space-age Universal Vehicle (SUV). Design your own future planetary exploring vehicle. Everyone will build the all new far out flight ring launcher. You can launch your flight ring across a field to a friend or send a secret message anywhere, anytime. This Ultimate space camp includes a crazy diving submarine, a Mars volcano you can eat and much more!

Extreme Battlebots!©

Enter the robot building lab as you design your very own all new, K'NEX motorized creature, to add to your robot collection. This ultimate robot camp includes building your own bubble blaster, high wire robot, and crazy centripetal art masterpiece-maker. Enter the Techno Fun Zone as you use the immense energy of our star, the Sun, to power up your solar powered mini dune buggy. Meet "STINGER" the robo-bug scorpion that you create to race & battle. Wire your own electronic game and build a secret pin radio that really works. Build your very own electric telephone voice recorder to send messages & to store your secret formulas.

Outrageous Science Mysteries!©

Enter the CSS (Crime Scene Science) Lab, become a Science Detective using your very own secret agent crime solver kit complete with a mini microscope, giant magnifying glass and fingerprint duster. Join all camp Science Treasure Quest Adventure; use compass binoculars, glowing chemical reaction balls and a supersonic spy ear to find a different treasure each day. Use a real stethoscope that you put together yourself to listen to the most extreme muscle in your body. Then grow the most outrageous prehistoric life form ever, a dinosaur plant!! This action-packed camp includes - crazy crystal growing, mysterious squid creatures, terrible Tornado science and will take you to the edge and back!

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

- 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 EVERBRIDGE,
INC. FOR LICENSING OF THE CITY'S MASS NOTIFICATION SYSTEM AND
RELATED SERVICES

NAME OF CONSULTANT: Everbridge, Inc.

RESPONSIBLE PRINCIPAL OF
CONSULTANT: Ellen Rollins, Senior Account Manager

CONSULTANT'S ADDRESS: 505 North Brand Boulevard, Suite 700
Glendale, CA 91203

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

COMMENCEMENT DATE: September 1, 2011

TERMINATION DATE: August 31, 2014

CONSIDERATION: \$30,989 per year as further described in
Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
EVERBRIDGE, INC. FOR LICENSING OF THE CITY'S MASS
NOTIFICATION SYSTEM AND RELATED SERVICES

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

RECITALS

A. CITY desires to have certain services provided as set forth in Exhibit A, attached hereto and incorporated herein (the "Scope of Work"), related to the City's mass notification system including all technology, software and services provided therewith, as more particularly described on Exhibit A-1 ("System").

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 September 1, 2011 and shall terminate on August 31, 2014.

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 more particularly described in Exhibit B and Exhibit B-1 attached hereto and incorporated herein by this reference. Said Consideration shall constitute reimbursement of CONSULTANT's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the CONSULTANT be paid more than the yearly maximum Consideration set forth above.

Section 4. Method of Payment. CONSULTANT shall submit to City a detailed invoice, on an annual basis on or before September 1st each year the Agreement remains in effect, for the services performed pursuant to this Agreement. Within 30 days of receipt of each invoice, CITY shall pay all amounts included on the invoice.

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, except to a successor in interest to all or substantially all of the assets or other equity interest in CONSULTANT. 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.

(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 with respect to: (a) CONSULTANT's obligations under Section 17 (Non-Disclosure) of this Agreement, or (b) physical injury or property damage caused by CONSULTANT or any person employed by CONSULTANT while on-site at City facilities. In no event shall CONSULTANT or any person employed by CONSULTANT be liable under any theory of liability for, or be required to indemnify City for, damages or injuries arising in whole or in part from a failure to receive a notification from the System, or for content or data provided by City. In no event shall CONSULTANT have any liability to the CITY for any loss of use, interruption of business, or any lost profits, costs of procurement of substitute goods or services, or for any indirect, special, incidental, punitive, or consequential damages however caused and, whether in contract, tort or under any other theory of liability.

Section 13. License, Intellectual Property Warranty and Indemnification.

(a) CONSULTANT hereby grants to City a non-exclusive license to use the System provided under this Agreement and warrants that it has the full power and authority to grant the license to City and that the license to and use by the City of the System will in no way constitute an infringement or other violation of any copyright, trade secret, trademark, patent or other proprietary right of any third party.

(b) CONSULTANT agrees to indemnify, hold harmless and defend City, the City Council and each member thereof, every officer, employee and agent of City, from any liability or financial loss (including, without limitation, attorneys fees and costs) arising from or related to any claim that use of the System provided by CONSULTANT infringes upon any copyright, trade secret, trademark, patent or other proprietary or intellectual property right of any third party. CONSULTANT shall, at its sole expense, defend and settle all suits or proceedings arising out of the foregoing, provided that City gives CONSULTANT prompt notice of such claim of which it learns. In all events, City shall have the right, but not the obligation, to participate at its own expense in the defense of any such suit or proceeding through counsel of its own choosing.

(c) CONSULTANT's indemnification obligations hereunder shall not apply to the extent that any warranty claim or demand for indemnification arises as a result of or is caused by (i) any unauthorized use, reproduction, or distribution of the System; (ii) any use of the System in combination with other products, equipment, software, or data not supplied by CONSULTANT; (iii) any use, reproduction, or distribution of any release of the System other than the most current release made available to City, or (iv) any modification of the System by any person other than CONSULTANT.

(d) This indemnity provision shall survive termination of this Agreement.

Section 14. Termination.

(a) CITY and CONSULTANT shall have the right to terminate this Agreement for any reason or for no reason upon thirty (30) 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 without fault or failure of performance by CONSULTANT, the CITY will not receive any refunds for the remaining term.

(c) In the event of termination or cancellation of this Agreement by CITY due to the fault or failure of performance by CONSULTANT, the CITY will send written notice to CONSULTANT describing the breach in reasonable detail. If the CONSULTANT does not cure the breach within thirty (30) days following its receipt of such notice (the "Notice Period"), then following the expiration of the Notice Period, CITY may send written notice to CONSULTANT electing to terminate this Agreement for failure of performance and shall be entitled to receive a prorated refund of amounts paid for the period from the last day of the Notice Period to the end of the then current year of the term.

Section 15. CITY's Responsibility. CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT's Scope of Work.

Section 16. 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 17. 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:

(i) Use the Information, nor cause the Information to be used for any purpose other than in performance of its duties to the City,

(ii) Participate in the wrongful use, illegal use, or unauthorized disclosure of the Information, or

(iii) Sell, release, free trade, assign, or provide access to the Information, directly or indirectly, to third parties, except as required by law or court order. This provision survives termination of this Agreement.

Section 18. Changes in the Scope of Work. The CITY shall have the right to request, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work or the services to be performed must be made in writing and approved by both parties.

Section 19. 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 20. 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 and costs, in addition to such other relief as may be sought and awarded. (match section 17 of old agreement)

Section 12. Entire Agreement. This Agreement and the exhibits hereto represent 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 22. Exhibits; Precedence. The provision of the services under the Scope of Work shall be provided to City pursuant to the terms and conditions of this Agreement and the terms set forth in Exhibit A-1. 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 23. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 24. No Third Party Beneficiaries. This Agreement and the obligations hereunder are not intended to benefit any party other than CITY and CONSULTANT. No entity or person not a signatory to this Agreement shall have any rights or causes of action against any party to this Agreement as a result of that party's performance or non-performance under this Agreement.

Section 25. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

Section 26. Force Majeure. Consultant's performance of its obligations under this Agreement shall be excused for the duration of any circumstances set forth in Section 3.1 of Exhibit A-1 to this Agreement.

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

CONSULTANT: EVERBRIDGE, INC.



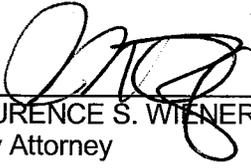
CINTA PUTRA
Chief Executive Officer


Joe

STEVE KIRCHMEIER
Executive Vice President

M-L LEGGIE
V.P. Finance

APPROVED AS TO FORM:



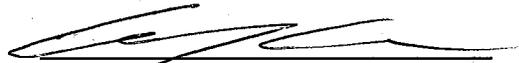
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY KOLIN
City Manager



DAVID SCHIRMER
Chief Information Officer



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF WORK

CONSULTANT shall grant the CITY access to the Everbridge public notification system, as more fully described in the 'System Modules' section below. The Everbridge system may best be described as a web-based, mass notification application that allows City staff to quickly communicate telephone, email, and text messages to residents and businesses throughout the City (sometimes referred to as "members"). The primary purpose of the system is to broadcast important public-safety related messages during emergency situations, such as evacuation orders in the event of a wild fire. However, the system may also be used for different scenarios, such as street closures, upcoming events and so on.

System Modules

CONSULTANT shall provide annual services to the following web-based, 'software-as-a-service' applications:

- Everbridge Smart GIS for Citizen Alerts- Unlimited (Up to 30,000 households and business locations). Plan Includes:
 - 1) Unlimited System Use -All Contact Types (phone, email, SMS, fax, IM, pager and other types as supported)
 - 2) Up to 35 Contact Paths Per User
 - 3) Ongoing web training sessions
 - 4) Polling Notifications with Call Transfer and Data Collection
 - 5) Saved shape library
 - 6) Real Time Confirmation of Human Receipt
 - 7) Custom Caller-ID / Sender Email (Variable Per Broadcast)
 - 8) Text to Speech Conversion
 - 9) Stop Broadcast
 - 10) Real Time Message Status Dashboard
 - 11) 100% Custom Ad-Hoc Reporting
 - 12) 24/7 Live Operator / Customer Service
 - 13) 20 Live Operator Access Included With Plan

- Aware (up to 1,000 Members). Plan Inclusions:
 - 1) Unlimited Administrators / Group Leaders System Access
 - 2) Unlimited Groups and Sub-Groups
 - 3) All Contact Types (phone, email, SMS, fax, IM, pager and other types as supported)
 - 4) Up to 35 Contact Paths Per User
 - 5) Real Time Confirmation of Human Receipt
 - 6) Polling Notifications
 - 7) Conference Call Notifications
 - 8) Quota Notification
 - 9) Scenario Manager -Pre-plan Multiple Messages in One Scenario
 - 10) Custom Caller-ID / Sender Email (Variable Per Broadcast)

- 11) Text to Speech Conversion
- 12) Message escalation -3 levels
- 13) Stop Broadcast
- 14) Real Time Message Status Dashboard
- 15) 100% Custom Ad-Hoc Reporting
- 16) 24/7 Live Operator / Customer Service
- 17) 5 Live Operator Access Included With Plan

- Aware MobiLaunch L01 (up to 1,000 Members)

Successful delivery of text messages is dependent on a member's SMS plan. City is responsible for acquiring member's permission to use, store and download member's contact information.

Service Level Agreement (SLA's):

- The Service shall have a monthly broadcast availability 1 of 99.99% or greater, allowing for real-time call prioritization.
- For any given 60 minute period, CONSULTANT will make a minimum number of notification attempts to the 1st contact path for customer broadcasts using the standard configuration (30 second call or 500 character message) per the table below:
 - Minimum number of notification attempts in 60 minutes

| Notification Type | Notification Attempts |
|-------------------|-----------------------|
| Voice | 40,000 |
| Text | 100,000 |

- CONSULTANT may periodically conduct routine maintenance or implement upgrades to the Service as needed to maintain availability and performance within our agreed upon SLA's.
- CONSULTANT shall assist the City with answering questions about the Service, customer usage, and to address specific issues. CONSULTANT will also provide an emergency hotline for assisting the City, and includes the following:
 - Customer Service- Everbridge Client Success is available 7 days a week, 365 days a year by dialing the Everbridge toll-free number (866-436-4911). Normal business hours for Everbridge Client Success are from 6:00 am to 6:00 pm Pacific Time, with live Emergency Support available outside of these hours.
 - Email Support-Email support is available at support@everbridge.com between the hours of 6:00 am and 6:00 pm Pacific Time. E-mails are responded to within one business day in the order received.
 - On-line Help- Everbridge has a repository of information about the Service and its usage, available on the Client Services Self Service Portal. This repository includes:

- Comprehensive user documentation
 - Comprehensive system documentation
 - Frequently Asked Questions
 - Live Operator Access – The City will have access to an Everbridge Live Operator to send notifications 24 hours a day, 7 days a week, 365 days a year.
- CONSULTANT shall provide operator assistance when needed, including setting up emergency notification calls for CITY and web based training.
 - CONSULTANT shall upload 911 numbers from CITY's Police Department.
 - Other components provides as part of the service level include:

(a) Ongoing: Throughout the term of this Agreement, CONSULTANT shall configure the Mass Notifications Systems ("System") as appropriate. Requests for customization from CITY shall be considered immediately and placed in the development cycle based on the relative criticality of the requested change to CONSULTANT's customers as a group as well as the requesting entity. CONSULTANT shall respond to all requests from the CITY for changes to the System and work with the CITY on a case by case basis to determine the best business approach to satisfy the request.

(b) Support: At all times while this Agreement is in effect, CONSULTANT shall provide routine technical support, and whatever routine maintenance, trouble shooting and repairs as are necessary to ensure CITY's access to the System, and to all data related to CITY users, customers, and any related information input into the System ("CITY's Data"). Bug fixes, maintenance of the database and other repairs of the System are included in the annual license and/or service fee.

(c) Scheduled and Unscheduled Outages: CONSULTANT shall notify CITY of all scheduled outages within a reasonable time, but not less than twenty-four (24) hours prior to the scheduled outage. CONSULTANT shall make reasonable efforts to assure that scheduled outages during normal business hours shall not exceed two (2) hours during any calendar month. In cases of unscheduled outages, CONSULTANT shall use its best efforts to notify CITY as soon as CONSULTANT learns of the unscheduled outage and CITY's access to the System and CITY's Data shall be restored within a reasonable time, but not more than forty-eight (48) hours.

(d) Hosting: CONSULTANT acknowledges that it will "host" the System and agrees that it will backup data and take appropriate measures to protect and store CITY's Data. All backup, security and storage shall be approved by CITY's Security Administrator for purposes of complying with CITY's policies as follows:

(i) Retention Schedule: CONSULTANT shall retain data during the term of this Agreement. CITY may download and retain data supplied by the CITY at any time during this period.

(ii) Retrievable Format: CITY and CONSULTANT agree that for purposes of all backups, storage and retrieval of CITY's Data, CONSULTANT shall use mySQL database export format.

(e) Backup and Recovery: CONSULTANT shall provide CITY with incremental backups of CITY's Data via electronic file transfer in mySQL database export

format. Such incremental backups shall be delivered at least biweekly, unless otherwise mutually agreed upon by CONSULTANT and CITY in writing. During any period in which CONSULTANT is obligated to provide the CITY with incremental backups of CITY's Data, CITY agrees that it shall retain and store such backups for a period of at least the last two consecutive years following receipt of such CITY Data and, upon the written request of CONSULTANT, deliver to CONSULTANT at no cost to CONSULTANT, all such backups via electronic file transfer in MySQL data base export format, within fourteen (14) calendar days of receipt of such request.

(f) CONSULTANT is required to uphold the following performance standards to be considered in compliance with this Agreement:

(i) CONSULTANT shall maintain separate storage files for, and access rights to CITY's Data, and shall secure such data.

(ii) CONSULTANT warrants the System can be accessed by Microsoft Internet Explorer 3.0 and above.

(iii) CONSULTANT shall make all available arrangements for the System to be accessible by the CITY's staff 99.8% of the time, which shall be calculated within each calendar month, not counting scheduled maintenance. Notification by CONSULTANT to CITY of outages shall be governed by the terms in paragraph (c) above.

(iv) CONSULTANT shall install security protocols which meet the minimum reasonable "best practices" standards and provide CITY's Security Administrator with information about such protocols. CONSULTANT shall update its "best practices" from time to time as necessary to meet changing industry standards.

(v) CONSULTANT shall maintain multiple geo-dispersed data centers in an Active-Active configuration to ensure total System redundancy and automatic and complete failover.

(vi) CONSULTANT warrants that the System shall perform in accordance with the published specifications.

EXHIBIT A-1

Service Agreement

THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS GOVERNING THE USE OF THE SYSTEM AND EVERBRIDGE'S SERVICES (collectively referred to as the "Service Agreement"):

1. **DEFINITIONS.** As used herein, the following terms shall have the meanings ascribed to them as set forth below:

"Everbridge Technology" includes, without limitation, the Software, all proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs, and other tangible or intangible technical material or information) made available to Customer through the Service or otherwise in connection with this Agreement. "Applicable Law" means any domestic or foreign law (statutory, common, or otherwise), order, writ, injunction, decree, award, stipulation, ordinance or administrative doctrine, ordinance, equitable principle, code, rule, regulation, executive order, request, or other similar authority enacted, adopted, promulgated, or applied by any Governmental Body, each as amended including, without limitation, the Telephone Consumer Privacy Act (TCPA, 47 USC Section 227) and implementing Federal Communications Rules (47 CFR 64.1200), the CAN-SPAM Act (15 USC Section 7701 et seq.) and the FCC's implementing rules (47 CFR Section 64.3100, with respect to communications to wireless devices) (47 CFR 64.3100), and the Federal Trade Commission's implementing rules (16 CFR Section 316.3, with respect to communications to computers). "AUP" means the Acceptable Use Policy of Everbridge, available at <http://www.everbridge.com/aup>, as may be amended from time to time. "Customer Data" means the names and contact paths for Members, and any and all electronic data provided by Customer to Everbridge in connection with the use of the Service. "Governmental Body" means any legislature, agency, bureau, branch, department, division, commission, court, tribunal, magistrate, justice, multi-national organization, quasi-governmental body, or other similar recognized organization or body of any federal, state, county, municipal, local, or foreign government or other similar recognized organization or body exercising similar powers or authority. "Intellectual Property Rights" means patented or unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

"Member" or "Members" shall mean Customer's employees, agents, representatives, clients, customers, subscribers, members and/or other persons or entities whom Customer may wish to contact using the Service, *provided, however*, that each Member Record, if more than one for any Member, shall be deemed to represent a separate Member for all purposes hereunder. "Member Record" includes, without limitation, the Customer Data for a Member. "Quote" means the description of Services purchased by Customer, subject to the terms and conditions hereof, which is attached to the Agreement hereto as Exhibit B and incorporated herein by this reference. "Software" means the computer source code and object code, including, without limitation, the software, provided or used by Everbridge in connection with the Service provided hereunder. "Users" means Members, Customer's employees, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by Customer (or by Everbridge at Customer's request).

2. **SERVICE.** Subject to the provisions of this Service Agreement, Everbridge shall provide Customer access to the service utilizing the Software, applications and services that comprise the Everbridge Mass Notification System ("System"), an automated system for delivery of messages to multiple Members via multiple communication paths, and for processing responses thereto, as set forth in the Quote (the "Service"). Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including any new Service, will be subject to the provisions of this Service Agreement and the Agreement, which is defined as the Agreement between Everbridge and the City of Beverly Hills, Contract No. 11-__ (hereinafter "Agreement"). Everbridge shall make the Service available to Customer pursuant to the terms and conditions set forth in this Service Agreement. Customer agrees that its purchase of the Service is not contingent upon the delivery of any future functionality or features, nor is it dependent upon any oral or written public comments made by Everbridge with respect to future functionality or features.

3. **USE OF THE SERVICE.**

3.1 **Everbridge Responsibilities.** Everbridge shall: (i) in addition to its confidentiality obligations pursuant to Section 10, not use, edit or disclose to any party other than Customer, the Customer Data, unless otherwise required by a Governmental Body; (ii) use commercially reasonable efforts to provide the Service herein contemplated; (iii) use commercially reasonable efforts to provide support for the Service, except for: any unavailability caused by circumstances beyond Everbridge's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems, and network intrusions or denial of service attacks, in each case, which are not within Everbridge's possession or reasonable control. The Everbridge System shall deliver messages for supported contact paths to the public / private networks and carriers, but cannot guarantee delivery of the messages to the recipients. Final delivery of messages to recipients is dependent on and is the responsibility of the designated public / private networks or carriers.

3.2 **Customer Responsibilities.**

(a) Customer is responsible for all activities that occur under Customer's account. Customer shall: (i) provide Everbridge with the Customer Data for Members that Customer and Customer's authorized users want to communicate with using the Service; (ii) provide Everbridge with this Customer Data in a form and format specified by Everbridge, if so required; (iii) have sole and exclusive responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (iv) maintain a copy of all Customer Data it provides to Everbridge; (v) designate certain Users to access and use the Service on Customer's behalf; (vi) ensure that Users shall at all times use the Service in accordance and in compliance with this Service Agreement, and the AUP, as each may be updated periodically by Everbridge; (vii) prevent unauthorized access to, or use of, the Service, and notify Everbridge promptly of any such unauthorized use and, notwithstanding anything to the contrary in this Service Agreement, Everbridge shall have no liability for any losses, damages, claims, suits or other actions arising out of or in connection with such unauthorized or improper use of the Service by Customer, Users or Members; and (viii) comply with all Applicable Laws; (ix) cause such number of its employees, as determined by Customer, to undergo initial setup and training, as set forth in the Quote; (x) not cause any disturbances, outages or take any other actions that may adversely affect the Service; and (xi) be responsible for, and/or its Users shall be responsible for, payment of any service fees, text messaging fees, and any other third party fees or expenses, associated or incurred in connection with, the access or use of the Service by Customer and/or its Users. Customer acknowledges that it is solely responsible for the content of any information that it makes available through the Service and that Everbridge will not,

except as otherwise expressly herein set forth, monitors Customer or Customer's use of the Service to examine the content passing through it. Notwithstanding anything to the contrary in this Service Agreement or the Agreement, in no event shall Everbridge be liable to Customer, a Member or any other third party for any failure on the part of Customer to fulfill its responsibilities pursuant to this Section 3.2 and Everbridge expressly disclaims any liability arising therefrom.

(b) Customer agrees to: (i) provide true, accurate, current, up-to-date and complete Customer Data and information about itself; and (ii) maintain and promptly update the Customer Data to keep it true, accurate, current and complete, the failure of which shall not impose or create any liability or obligation on the part of Everbridge. If Customer authorizes Everbridge to do so, Customer's Members will be allowed access to their personal Customer Data to make modifications or changes thereto. If Customer or any Member provides any information that is untrue, inaccurate, not current or incomplete, Customer understands, acknowledges and agrees that any notifications sent utilizing the Service may not reach the intended Member.

(c) Customer may designate up to the number of Users permitted under its account, which corresponds to the level of Service purchased by Customer as set forth in the Quote. Customer shall be responsible for the confidentiality and use of its Users' identifications and passwords. Customer shall be responsible for all electronic communications (including maintenance of Customer Data) and the sending of messages to Members ("Electronic Communications") entered through or under a User's identification and/or password(s). Everbridge will act as though any Electronic Communications sent by Customer shall comply with Applicable Law, and shall have been sent by an authorized User, and shall be permitted to rely thereon for all purposes. Customer agrees to immediately notify Everbridge if it becomes aware of any loss or theft of a User's identification and/or password(s) or any unauthorized use of the Service and/or identification and/or password(s) used in connection therewith.

4. **Use Guidelines.** Customer shall use the Service solely for its internal business purposes as contemplated by this Service Agreement and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than as contemplated by this Service Agreement; or (ii) use the Service in violation of the AUP or Applicable Law.

5. **TERM.** This Service Agreement will have the same term as the Agreement.

6. **TERMINATION; SUSPENSION. [Intentionally Deleted]**

7. **PRICING.** As consideration for the Service, and subject to the other terms of this Service Agreement, Customer shall pay the fees set forth in the Quote for the Member counts stated in the Quote ("Pricing"). If Customer exceeds such Member counts, then Customer will be required to either pay additional fees or to reduce the Member counts, at Customer's election.

8. PAYMENT TERMS

8.1 **Payment.** Unless otherwise set forth in the Quote, Everbridge shall invoice Customer annually in advance for each year of the Term and annually in advance for any Renewal Term. All payments shall be made within thirty (30) days from the date of invoice.

9. PROPRIETARY RIGHTS.

9.1 **Grant of License.** Everbridge hereby grants to Customer, during the Term, a non-exclusive, non-transferable right to use the Service, solely for Customer's own internal business purposes, subject to the terms and conditions of this Service Agreement. Upon suspension of the Service as herein contemplated, or upon termination of this Service Agreement or the Agreement for any reason, all licensed rights granted to Customer pursuant to this Service Agreement and the Agreement shall terminate immediately, and Customer shall promptly discontinue all further use of the Service.

9.2 **Restrictions.** Customer will not: (i) copy, modify, port, adapt, translate, localize, reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code of the Software, the Service or any portion thereof for any purposes, including, without limitation, to (x) build a competitive product or service; (y) build a product using similar ideas, features, functions or graphics of the Service; or (z) copy any ideas, features, functions or graphics of the Service; (ii) create derivative works based on the Software, the Service or any portion thereof or merge any of the foregoing with any third party software or services; (iii) remove, obscure or alter any proprietary notices or labels on the Software, or any portion of the Service; (iv) transfer, lease, assign, sublicense, pledge, rent, share, distribute or allow any lien or encumbrance to be placed on the Service or Software or any portions thereof; (v) disclose the results of any performance, functional or other evaluation or benchmarking of the Software or Service; provided, however, Customer may distribute the reports and other data generated by the Service (excluding any Everbridge intellectual property or confidential information included therein); (vi) use the Software, the Service or any portion thereof to provide services to any third party or for the benefit of any third party, including, without limitation, any entity or individual that markets, distributes or provides notification software or services; (vii) create Internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Customer's own intranets or otherwise for its own internal business purposes; (viii) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Service or the Software; or (ix) permit access to the Software, the Service or any portion thereof by any third party other than Customer's Users who (a) are bound by the terms of a written agreement with Customer which will protect Everbridge and its Intellectual Property Rights in a manner no less protective as the terms hereof and (b) use the Software and the Service solely for the benefit of Customer (each a "Permitted Contractor"). Customer shall be liable to Everbridge for any breach of the terms of this Service Agreement by any of its Permitted Contractors to the same extent that Customer would be liable hereunder had it committed the same breach.

9.3 **Reservation of Rights.** Other than as expressly set forth in this Service Agreement and the Agreement, no license or other rights in or to the Everbridge Technology or Intellectual Property Rights therein are granted to Customer, and all such licenses and rights are hereby expressly reserved. In furtherance of, and not in limitation of the foregoing, Everbridge owns all rights, title and interest, including any and all related Intellectual Property Rights, in and to Everbridge Technology and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or a User, relating to the Service. Customer acknowledges and agrees that Everbridge will retain all right, title and interest to bench marking data, abstracted derivative data, transactional, performance data and metadata (but not to Customer Data) related to use of the Service or the Software and the Service which Everbridge may aggregate, benchmark and collect in such a way as to not allow identification of Customer or a User (including Software use optimization and product marketing), provided that such use does not reveal the identity of Customer or Users or specific Software use characteristics that may be identified to Customer (collectively, the "Transactional Data"). Neither this Service Agreement nor the Agreement is a sale and do

not convey to Customer any rights of ownership in or related to the Service, Everbridge Technology or Intellectual Property Rights owned by Everbridge, *provided, however*, that as between Everbridge and Customer, all Customer Data that is not Transactional Data shall be owned exclusively by Customer.

10. CONFIDENTIAL INFORMATION.

10.1 **Definition; Protection.** As used herein, "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, the Customer Data, the Everbridge Technology and Intellectual Property Rights therein, business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information (except for Customer Data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Service Agreement, except with the Disclosing Party's prior written permission. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 10, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate. Notwithstanding, Everbridge acknowledges that Customer is subject to the California Public Records Act (the "Act") and that some of the information, whether or not deemed Confidential Information by Everbridge, may be disclosable thereunder. In the event a public records act request for Everbridge's information is received, Customer shall use its best efforts to provide Everbridge with written or verbal notice of such request, prior to compliance. However, nothing herein shall prevent Customer from complying with the requirements of the Act. In the event Customer determines that any documents containing Everbridge's information are not disclosable, and litigation is commenced to compel production of such documents, Customer agrees to defend and indemnify Customer, with counsel of Customer's choice, as to any claims, liabilities, costs, and/or judgments that may be incurred by Customer as a result of such litigation. The provisions of this section shall survive the expiration or termination of this Agreement for any reason.

11. WARRANTIES & DISCLAIMERS.

11.1 **Warranties.** Customer represents and warrants that it has the legal power to enter into this Service Agreement and shall perform the responsibilities required by it pursuant to Section 3.2. By purchasing the Service, Customer authorizes Everbridge to collect, store and process Customer Data subject to the terms of this Service Agreement. Customer shall ensure that, during use of the Service, Customer shall have a privacy policy that clearly and conspicuously notifies the Members of the way in which Customer Data shall be used. Customer represents and warrants that the collection, storage and processing of such Customer Data, and the use of the Service, as provided in this Service Agreement, will at all times comply with (i) its own policies regarding privacy and protection of user information; and (ii) all Applicable Laws, including those related to processing, storage, use, reuse, disclosure, security, protection and handling of Customer Data.

11.2 **Disclaimer.** Except as expressly provided herein, Everbridge makes no warranty of any kind, whether express, implied, statutory, or otherwise. Everbridge hereby specifically disclaims all implied warranties, including any warranty of merchantability or fitness for a particular purpose, to the maximum extent permitted by Applicable Law.

12. MISCELLANEOUS.

12.1 **Non-Solicitation and Non-Interference.** As additional protection for Everbridge's proprietary information, for so long as this Service Agreement remains in effect, and for one year thereafter, Customer agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge. In the event that Customer hires any such employee (whether as an employee or consultant or otherwise engages the services of such employee), Customer shall pay to Everbridge an amount equal to 100% of the total first-year compensation which Customer pays such individual as a fee, salary, or other compensation.

12.2 **Waiver; Severability.** The failure of either Party hereto to enforce at any time any of the provisions or terms of this Service Agreement, or any rights in respect thereof, or the exercise of or failure to exercise by either Party any rights or any of its elections herein provided, shall in no way be considered to be a waiver of such provisions, terms, rights or elections or in any way to affect the validity of this Service Agreement. If any of the provisions of this Service Agreement, or portion thereof, are held invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of this Service Agreement. In such event, the Parties shall negotiate, in good faith, a substitute, enforceable provision which most nearly affects their original intent in entering into this Service Agreement, failing which the Parties agree that the governmental body, arbitrator, or mediator making such determination shall have the power to modify the provision in a manner consistent with its objectives such that it is enforceable, and/or to delete specific words or phrases, and in its reduced form, such provision shall then be enforceable and shall be enforced.

12.3 **Assignment.** Neither this Service Agreement nor any rights granted hereunder may be sold, leased, assigned (including an assignment by operation of law), or otherwise transferred, in whole or in part, by Customer, and any such attempted assignment shall be void and of no effect without the advance written consent of Everbridge, such consent not to be unreasonably withheld.

12.4 **Governing Law; Attorney's Fees.** This Service Agreement shall be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules. The state and federal courts located in Los Angeles County, California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Service Agreement. Each Party hereby consents to the exclusive jurisdiction of such courts. Each Party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Service Agreement. If either Party employs attorneys to enforce any rights arising out of or relating to this Service Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs.

12.5 **Notices.** All notices, consents and approvals under this Service Agreement must be delivered in writing (i) by courier, or (ii) by certified or registered mail, (postage prepaid and return receipt requested), to the other Party at the address set forth below, and will be effective upon receipt or three business days after being deposited in the mail as required above, whichever occurs sooner. Either Party may change its address by giving notice of the new address to the other Party. Notwithstanding the foregoing, any reports or other deliverables herein set forth or in a Transaction Document may, to the extent practicable, be delivered by Everbridge to Customer by electronic transmission (email) or

by facsimile, in addition to the any other means herein provided for. Annual invoices shall be sent to the following Customer's contact and address:

City of Beverly Hills
Chief Information Officer
455 N. Rexford Drive
Beverly Hills, California 90210

12.6 **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Service Agreement.

12.7 If there is a conflict between the Agreement and Exhibit A-1 the terms of the Agreement shall govern.

12.8 **Marketing.** Customer agrees to be referenced as an Everbridge customer in a press release within thirty (30) days of the Effective Date. Expenses related to the creation and distribution of this press release will be borne by Everbridge.

12.9 **Survival.** Sections 1, 3, 4, 5, 6, and Sections 8 through 15 shall survive the expiration or earlier termination of this Service Agreement.

12.10 **Export Compliant.** Neither party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Service Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

EXHIBIT B

COMPENSATION AND PAYMENT

City shall pay Consultant compensation on an annual basis, due on the anniversary of commencement of this Agreement, for a total sum not to exceed the amount of Thirty Thousand Nine Hundred Eighty Nine Dollars (\$30,989.00) annually, as set forth in the purchase order issued by City for all services to be provided pursuant to this Agreement.

Consultant shall provide an annual renewal quotation to City at least sixty (60) days prior to expiration of the then current year's subscription and support term. Upon notification of renewal by City and issuance of a valid purchase order, Consultant shall invoice City, and City shall pay the amount of such billing within thirty (30) days of receipt of same.

If City exceed the member counts set forth in the Quote attached hereto as Exhibit B-1, the City will be required to either pay additional fees or to reduce the member counts, at City's selection.

In addition, The City shall be subject to the additional compensation terms set forth in the Quote attached hereto as Exhibit B-1.



595 N Brand Blvd, Ste 700 t 888.366.4911 www.everbridge.com
 Glendale CA 91203 USA f 818.484.2299

QUOTATION

Quote Number: 00001726

Confidential

1 of 2

Exhibit A

Prepared for: Nicole McClinton
 City of Beverly Hills
 455 N. Rexford Dr.
 Beverly Hills, CA 90210
 (310) 285-2597
 nmccclinton@beverlyhills.org

Quotation Date: March 28, 2011
Quote Expiration Date: August 31, 2011
Contract Period: 3 Years
Contract Start Date: September 1, 2011
Contract End Date: August 31, 2014
Payment Terms: Net 30
Rep: Ellen Rollins
 760-644-8403
 ellen.rollins@everbridgemail.com

Annual Subscription

| <u>Qty</u> | <u>Product</u> | <u>Sales Price</u> | <u>Extended Price</u> |
|------------|---|--------------------|-----------------------|
| 1 | Everbridge SmartGIS for Citizen Alerts Annual Fee - Unlimited - (up to 30,000 Households) Plan Inclusions: 1) Unlimited System Use - All Contact Types (phone, email, SMS, fax, IM, pager and other types as supported) 2) Up to 35 Contact Paths Per User 3) Ongoing web training sessions 4) Polling Notifications with Call Transfer and Data Collection 5) Saved shape library 6) Real Time Confirmation of Human Receipt 7) Custom Caller-ID / Sender Email (Variable Per Broadcast) 8) Text to Speech Conversion 9) Stop Broadcast 10) Real Time Message Status Dashboard 11) 100% Custom Ad-Hoc Reporting 12) 24/7 Live Operator / Customer Service 13) 5 Live Operator Access Included With Plan | \$19,999.00 | \$19,999.00 |
| 1 | Aware Annual Fee (up to 1,000 Members) Plan Inclusions: 1) Unlimited Administrators / Group Leaders System Access 2) Unlimited Groups and Sub-Groups 3) All Contact Types (phone, email, SMS, fax, IM, pager and other types as supported) 4) Up to 35 Contact Paths Per User 5) Real Time Confirmation of Human Receipt 6) Polling Notifications 7) Conference Call Notifications 8) Quota Notification 9) Scenario Manager - Pre-plan Multiple Messages in One Scenario 10) Custom Caller-ID / Sender Email (Variable Per Broadcast) 11) Text to Speech Conversion 12) Message escalation - 3 levels 13) Stop Broadcast 14) Real Time Message Status Dashboard 15) 100% Custom Ad-Hoc Reporting 16) 24/7 Live Operator / Customer Service 17) 5 Live Operator Access Included With Plan | \$9,995.00 | \$9,995.00 |

Additional Service Options

| <u>Qty</u> | <u>Product</u> | <u>Sales Price</u> | <u>Extended Price</u> |
|------------|---|--------------------|-----------------------|
| 1 | Aware MobiLaunch Annual Fee L01 (up to 1,000 Members) | \$995.00 | \$995.00 |



555 N Brand Blvd, Ste 700
Glendale CA 91203 USA

t 888.368.4911
f 818.484.2299

www.everbridge.com

QUOTATION

Quote Number: 00001726

Confidential

2 of 2

Exhibit A

Pricing Summary:

| | |
|----------------|--------------------|
| Year 1: | \$30,989.00 |
| Year 2: | \$30,989.00 |
| Year 3: | \$30,989.00 |

1. Additional rates apply for all international calls.
2. Quote subject to terms & conditions of the Everbridge Services Agreement.
3. Successful delivery of text messages is dependent on the Member's SMS plan.
4. Customer is responsible for acquiring its Members' permission to use, store and download their contact information.
5. Additional annual subscription fees and/or usage fees will apply for Member counts or minute usage amounts beyond the limits outlined above.

Authorized By: Katie Sanchez, Vice President of Client Services

To accept this quote, sign, date and return:

Signature

Date

Authorized Signature

Date

Print Name

Title

EXHIBIT C

CERTIFICATE OF INSURANCE

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

NAMED INSURED

COMPANIES AFFORDING COVERAGE

ADDRESS

- A.
- B.
- C.

| COMPANY (A.B.C.) | COVERAGE | POLICY NUMBER | EXPIRATION DATE | LIMITS | | 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"/> 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
COBAN RESEARCH & TECHNOLOGIES, INC. FOR SOFTWARE
SUPPORT AND SYSTEM REPAIR SERVICES FOR IN-CAR
VIDEO SYSTEMS IN CITY POLICE VEHICLES

NAME OF CONTRACTOR: Coban Research & Technologies, Inc.

RESPONSIBLE PRINCIPAL
OF CONTRACTOR: David Hinojosa, Vice President of
Marketing

CONTRACTOR'S ADDRESS: 12503 Exchange Drive, Suite 536
Stafford, TX 77477

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

COMMENCEMENT DATE: June 1, 2011

TERMINATION DATE: July 31, 2014

CONSIDERATION: See Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
COBAN RESEARCH & TECHNOLOGIES, INC. FOR SOFTWARE
SUPPORT AND SYSTEM REPAIR SERVICES FOR IN-CAR
VIDEO SYSTEMS IN CITY POLICE VEHICLES

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

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. 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.

Section 2. Term of Agreement. This Agreement shall commence on July 1, 2011 and shall terminate on June 30, 2014.

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 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. 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 7. 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 8. 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 9. 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 10. 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 11. 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 12. 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 13. 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 14. 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 15. 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 16. 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 17. Records and Inspections. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 2 year(s). 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 of transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 18. 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 19. 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 20. 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 21. 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 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 _____ 2011, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

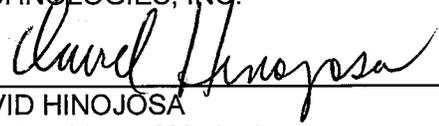
BARRY BRUCKER
Mayor of the City of
Beverly Hills, California

ATTEST:

BYRON POPE
City Clerk

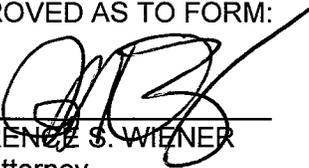
(SEAL)

CONTRACTOR: COBAN RESEARCH &
TECHNOLOGIES, INC.

A handwritten signature in black ink, appearing to read "David Hinojosa", written over a horizontal line.

DAVID HINOJOSA
Vice President of Marketing

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 WORK

CONTRACTOR shall provide software support for the Coban Digital Video Management Solution software for the City's in-car video system for police vehicles as well as system repair services, including including hardware, software and related equipment (collectively the "System"). CONTRACTOR shall provide the following services related to the System:

- (a) **Hardware and Equipment:** All supplies, equipment and services shall include manufacturer's standard one (1) year material warranty. CONTRACTOR shall assign to CITY all benefits of any manufacturer's warranty or any other guarantee which may apply to the same; such warranties shall begin when supplies or equipment are delivered to CITY. CONTRACTOR warrants that all hardware and equipment provided under this Agreement is new, and not used or refurbished.
- (b) **Software:** CONTRACTOR warrants that it shall maintain all required DVMS Software Licenses and CITY is entitled to telephone support as needed, and software updates as they are issued.
- (c) **Telephone Support.** CONTRACTOR shall provide telephone support on an as-needed basis during normal business hours (8:00AM to 5:00PM), Monday through Friday, except for CITY holidays.
- (d) **Response Time.** Standard response time shall be the next business day.
- (e) **Expenses.** Parts and labor, and freight shall be billed as used based on charges related to specific RMA's for which CONTRACTOR has received prior written approval from CITY's authorized representative.
- (f) **Data Reconstruction:** CITY is responsible for maintaining its own "Disaster Recovery" policies and procedures for the reconstruction of lost or altered files, backup or saving of data or programs to the extent deemed necessary by CITY and for actually reconstructing any lost or altered files, data or programs. CONTRACTOR assumes no responsibility for the protection of CITY data. CONTRACTOR is not liable for damage to software or data caused by service to the computer hardware equipment. CITY agrees that it shall have the sole responsibility for safeguarding the software and data during service work performed by CONTRACTOR. CONTRACTOR is not liable for software damage due to any outside factor, i.e. software virus, network or power outages, etc.
- (g) **Exclusions.** Service provided under this Agreement does not include repair of damage caused by abuse, accident, fire, water, willful damage, forces of nature, unauthorized repair or alteration of the System by a third party. No onsite services are included in this Agreement.

For as needed services, CITY shall utilize CONTRACTOR'S Return Material Authorization method, in which CITY mails to CONTRACTOR the part/equipment that requires service and CONTRACTOR shall mail back to CITY the part/equipment that was serviced ("RMA").

EXHIBIT B

SCHEDULE OF RATES AND PAYMENT

CITY shall pay CONTRACTOR for services provided during the term of this Agreement as follows:

1. For the annual DVMS Software License Fee, including Coban Back Office Software Support and Updates" City shall pay CONTRACTOR as follows: For the time period June 1, 2011 through June 30, 2012 the software license fee shall be \$6,126.25. For the time period of July 1, 2012 through June 30, 2013, and July 1, 2013 through June 30, 2014, the software license fee shall be \$5,655 for each fiscal year.

2. For System repair services, including RMA service, the CITY shall pay CONTRACTOR the rate of \$150 per hour for labor, plus parts and shipping. For the time period of June 1, 2011 through June 30, 2012 the maximum compensation for System repair services shall not exceed \$13,500. For the time period of July 1, 2012 through June 30, 2013, and July 1, 2013 through June 30, 2014, the maximum compensation for System repair services shall not exceed \$13,500 for each fiscal year.

Any additional services shall require CITY's prior written approval.



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: _____

AMENDMENT NO. 3 TO THE AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND MAYER HOFFMAN MCCANN
P.C. FOR PROFESSIONAL AUDIT SERVICES

NAME OF CONSULTANT: Mayer Hoffman McCann P.C

RESPONSIBLE PRINCIPAL OF CONSULTANT: Michael Harrison, CPA

CONSULTANT'S ADDRESS: 2301 Dupont Drive, Suite 200
Irvine, California 92612

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

COMMENCEMENT DATE: May 2, 2006

TERMINATION DATE: December 31, 2011

CONSIDERATION: Audit services covering the following fiscal
years: FY 2005-06: \$65,000; FY 2006-07:
\$67,400; FY 2007-08: \$70,000; 2008-09:
\$72,500; FY 2009-10: \$75,000;

If the Agreement is extended by City:
FY 2010-11: \$73,000

AMENDMENT NO. 3 TO THE AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND MAYER HOFFMAN MCCANN
P.C. FOR PROFESSIONAL AUDIT SERVICES

This Amendment No. 3 is to that certain Agreement between the City of Beverly Hills (hereinafter called "City"), and Mayer Hoffman McCann PC (hereinafter called "Consultant") dated May 2, 2006 and identified as Contract No. 123-06, as amended by Amendment No. 1, dated April 22, 2008 and identified as Contract No. 125-08, and further amended by Amendment No. 2, dated April 3, 2009 and identified as Contract No. 133-09, copies of which are on file in the office of the City Clerk, between the City of Beverly Hills and Mayer Hoffman McCann PC for professional auditing services ("Agreement").

City and Consultant desire to amend the Agreement.

NOW, THEREFORE, the parties agree as follow:

Section 1. Paragraph 6 of the Agreement, entitled "Term of Agreement" shall be amended to read as follows:

"6. TERM OF AGREEMENT. The term of this Agreement shall commence May 1, 2006 and shall cover audit services related to fiscal years 2005-06, 2006-07, 2007-08, 2008-09, and 2009-10. The City Manager or his designee, and Consultant may agree in writing to extend the Agreement to cover audit services related to fiscal year 2010-11. The term of the Agreement shall terminate December 31, 2011."

Section 2. Paragraph 7 of the Agreement entitled "Compensation" shall be amended to read as follows:

"7. COMPENSATION

A. City agrees to pay Consultant for and in consideration of the faithful performance of the services and duties set forth in this Agreement, and Consultant agrees to accept from City, as and for compensation for the faithful performance of said services and duties, an annual fee of the following amounts: for audit services related to fiscal year 2005-06, Sixty-Five Thousand Dollars

(\$65,000); fiscal year 2006-07; Sixty-Seven Thousand Five Hundred Dollars (\$67,500); and fiscal year 2007-08, Seventy Thousand Dollars (\$70,000).

B. City elects to continue to retain the services of Consultant to perform audit services related to the following fiscal years, with annual fees in the following amounts: for fiscal year 2008-09, Seventy-Two Thousand Five Hundred Dollars (\$72,500); and for fiscal year 2009-10, Seventy-Five Thousand Dollars (\$75,000).

C. In the event the City Manager or his designee and Consultant agree in writing to extend the Agreement beyond the years set forth in paragraph B, the annual services fee shall be, for audit services related to fiscal year 2010-2011, Seventy-Three Thousand Dollars (\$73,000).

D. The annual fee for the services described in Sections 1 and 2 of this Agreement shall include all costs and expenses of Consultant for performance of the services described in this Agreement.

E. For additional services requested by Consultant and approved in writing by City that are outside of the scope of work and services described in Sections 1 and 2 of this Agreement, City shall compensate Consultant for "audit" projects at the following rates:

| <u>Staff Level</u> | |
|--------------------|--------------|
| Shareholders | \$ 200 – 225 |
| Senior Managers | 125 - 135 |
| Managers | 115 - 125 |
| Supervisors | 105 – 115 |
| Senior Auditors | 100 - 110 |

For non-audit projects, City shall compensate Consultant for such services at a mutually agreed-upon sum. Upon request of City, Consultant shall provide City with an estimate of the cost of such additional services. Consultant shall not commence performance of such additional services without prior written approval of City.

F. City shall pay Consultant the annual fee for each fiscal year upon satisfactory completion of the work required to be performed for that fiscal year pursuant to this Agreement, within thirty (30) days of Consultant's submittal of a statement to City describing the services performed for that fiscal year.

G. Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with paragraph 7.D. 10% of each progress billing will be withheld until satisfactory completion of all work for that particular fiscal year. All billings must include the purchase order number on the face of the invoice, type of services provided (e.g., planning, interim fieldwork, final fieldwork) and percentage complete, personnel used, hours and rates, extension and comparison to not-to-exceed total amount for the fiscal year. Billings must be for periods of time not less than thirty (30) days and will be paid by City within thirty (30) days of submission to City by Consultant. The final billing shall include amounts retained from progress billings.

H. In no event shall billings for services described in Section 1 and 2 exceed the dollar amounts described paragraphs 7A, 7.B and 7C."

Section 3. Except as amended by this Amendment and Section 1 of Amendment No 2, the remaining provisions of this Agreement shall remain in full force and effect.

EXECUTED the ____ day of _____, 20____, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

BARRY BRUCKER
Mayor of the City of Beverly Hills, California

ATTEST:

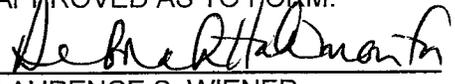
(SEAL)
BYRON POPE
City Clerk

CONSULTANT:
MAYER HOFFMAN McCANN PC



MICHAEL A. HARRISON
Shareholder

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