AGENDA REPORT

Meeting Date: July 2, 2013

Item Number: G-11

To: Honorable Mayor & City Council

From: Don Rhoads, Director of Administrative Services and CFO

Noel Marquis, Assistant Director of Administrative Services - Finance

Subject: APPROVAL OF AGREEMENTS AND AMENDMENTS TO AGREEMENTS WITH VARIOUS VENDORS FOR PROVISION OF ANNUAL SERVICES; AND

APPROVAL OF BLANKET PURCHASE ORDERS FOR SUPPLIES AND SERVICES FOR THE CITY'S DEPARTMENTS IN THE TOTAL NOT-TO-EXCEED AMOUNT OF $40,199,427

Attachments:

1. Agreements (15)
2. Exhibit A

RECOMMENDATION

Staff recommends that the City Council approve the annual City-wide blanket purchase orders identified on Exhibit A in the total amount of $40,199,427.

And approve the following agreements and amendments to agreements which are related to the annual City-wide blanket purchase orders with:

ITEM A. 3M FOR AS NEEDED SERVICES RELATED TO MAINTENANCE AND SUPPORT OF THE CITY'S AUTOMATED LICENSE PLATE RECOGNITION ("ALPR") SYSTEM

ITEM B. ACCUVANT, INC. TO PROVIDE CONSULTING SERVICES RELATED TO THE CITY'S WIRELESS SYSTEM

ITEM C. CDW GOVERNMENT LLC FOR INFORMATION TECHNOLOGY CONSULTING SERVICES

ITEM D. CHERYL BAYER BRADY D.B.A. CREATIVE SPACE, LLC, FOR CHILDREN'S CRAFT AND MUSIC INSTRUCTION AND SUMMER CAMP AT A BEVERLY HILLS UNIFIED SCHOOL THROUGH THE DEPARTMENT OF COMMUNITY SERVICES

ITEM E. CLOUDEEVA, INC. FOR INFORMATION TECHNOLOGY CONSULTING SERVICES RELATING TO WEB AND MOBILE APPLICATIONS ON AN AS-NEEDED BASIS

ITEM F. EDGESOFT, INC. FOR INFORMATION TECHNOLOGY CONSULTING SERVICES FOR VARIOUS CITY INITIATIVES

ITEM G. ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI) FOR INFORMATION TECHNOLOGY CONSULTING SERVICES RELATED TO THE CITY'S ENTERPRISE GIS SYSTEM

ITEM H. INTERNATIONAL BUSINESS MACHINES CORPORATION FOR ONGOING MAINTENANCE AND SUPPORT SERVICES FOR THE CITY'S DATA CENTER

ITEM I. INDEPENDENT TECHNOLOGY GROUP TO PROVIDE PROFESSIONAL SERVICES RLATED TO THE SECURITY OF THE CITY'S NETWORK

ITEM J. INTEGRATED MEDIA TECHNOLOGIES, INC. TO PROVIDE PROFESSIONAL SERVICES AND EQUIPMENT RELATED TO THE CITY'S NETWORK INCLUDING LAN, WAN, AND MAN NETWORK ENGINEERING SERVICES

ITEM K. MAINLINE INFORMATION SYSTEMS, INC. FOR INFORMATION TECHNOLOGY CONSULTING SERVICES

ITEM L. QUARTIC SOLUTIONS, LLC FOR INFORMATION TECHNOLOGY CONSULTING SERVICES RELATED TO THE CITY'S ENTERPRISE GIS SYSTEM

ITEM M. STAR, INC. FOR AFTER SCHOOL AND SUMMER CLASS INSTRUCTION SERVICES THROUGH THE CITY'S DEPARTMENT OF COMMUNITY SERVICES

ITEM N. UNITED PHYSICAL SECURITY FOR INFORMATION TECHNOLOGY CONSULTING SERVICES

ITEM O. YONG T. LEE D.B.A. PLANETBRAVO, LLC FOR TECHNOLOGY FOCUSED SUMMER CAMP THROUGH THE CITY'S COMMUNITY SERVICES DEPARTMENT

INTRODUCTION

This report seeks City Council approval of the annual blanket purchase orders (BPO) to cover items or services available from particular vendors ordered by City departments on an "as-

needed" basis. Due to the nature of some of the services provided, agreements are in some cases also required. This report is a request for City Council approval of agreements related to the annual services and authorization to issue the BPOs described herein. BPOs are traditionally brought to the City Council in the beginning of the fiscal year and intended to facilitate staff implementation of the adopted budget for the fiscal year.

DISCUSSION

The City issues BPOs to vendors who provide goods and services to City departments throughout a fiscal year for the following reasons:

- Issuing vendors one purchase order rather than several increases efficiency and saves money.
- Issuing BPO's reduces delays in obtaining necessary goods or services. For instance, when Police Department vehicles are damaged, providing BPOs to more than one local body shop allows the Vehicle Maintenance Division to receive competitive quotations and repair vehicles with minimum delay.

The City also issues BPOs to:

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

While the price for goods and services is a concern, it is never the sole determining factor in making a purchasing decision. Important considerations include:

- Reliability of a product
- Ability of a vendor to provide continuing service
- Current usage of a specific brand of product by the City
- Timely availability, quality, location (if some items are to be picked up by staff)
- Vendor performance

The total benefit to the City is the most important consideration in a purchasing decision of goods or services. The initial cost is a factor in the equation, but the net cost over the life of the product or service is of greater value.

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

The vendors and dollar amounts listed in Exhibit A are for items approved within the Fiscal Year 2013-2014 budget.

FISCAL IMPACT

Funds for each of the BPOs requested in Exhibit A have been approved in the Fiscal Year 2013/2014 budget. The total of all requests within this report is $41,033,434 as follows:

Service	No. Vendors	Amount
Buildings and Facilities	2	$ 1,918,418
Vehicles and Equipment	28	6,585,899
Postage, Uniforms and Supplies	4	374,794
Enterprise Fund Operations:		
Parking Operations	5	2,299,700
Solid Waste Operations	1	6,275,000
Water Operations	14	1,727,456
Community Services	13	13,036,099
Transportation Services	2	965,576
Consultants and Services	13	7,850,492
	TOTAL	$41,033,434

Noel Marquis
Finance Approval

Don Rhoads
Approved By

Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND 3M FOR AS NEEDED SERVICES RELATED TO MAINTENANCE AND SUPPORT OF THE CITY'S AUTOMATED LICENSE PLATE RECOGNITION ("ALPR") SYSTEM

NAME OF CONSULTANT:	3M
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Kris Robinson, Account Manager
CONSULTANT'S ADDRESS:	804 Innovation Drive Knoxville, TN Attention: Kris Robinson, Account Manager
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: David Schirmer Chief Information Officer
COMMENCEMENT DATE:	July 1, 2013
TERMINATION DATE:	June 30, 2014
CONSIDERATION:	Not to exceed $100,000.00, as detailed in Exhibit B, Schedule of Rates and Payment

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND 3M FOR AS NEEDED SERVICES RELATED TO MAINTENANCE AND SUPPORT OF THE CITY'S AUTOMATED LICENSE PLATE RECOGNITION ("ALPR") SYSTEM

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "City"), and 3M (hereinafter called "Consultant").

RECITALS

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

B. Consultant represents that it is qualified and able to perform the Services.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

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

Section 2. Term of Agreement. This Agreement shall commence on July 1, 2013 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. Consultant shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

Section 4. Compensation.

(a) Compensation

City agrees to compensate Consultant for the services and/or goods provides under this Agreement, and Consultant agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, Schedule and Rates of Payment, 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, unless approved in writing by the Chief Information Officer.

Section 5. Method of Payment. Unless otherwise provided for herein, Consultant shall submit to City a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall pay Consultant said Consideration in accordance with the schedule of payment set forth in Exhibit B.

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

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

Section 8. Responsible Principal(s)

(a) Consultant's Responsible Principal set forth above shall be principally responsible for Consultant's obligations under this Agreement and shall serve as principal liaison between City and Consultant. Designation of another Responsible Principal 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 9. 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 10. 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 11. 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 12. 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.

(2) A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars ($1,000,000) per claim and in the aggregate. Consultant agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(4) 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 polices 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, or on a form acceptable to the City's Risk Manager, showing that the aforesaid policies are in effect in the required amounts. Consultant shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates.

(f) The general and auto liability insurance shall contain an endorsement naming the City, its elected officials, officers, agents and employees, as additional insureds with respect to work under this Agreement.

(g) 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.

(h) 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.

(i) 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 13. Indemnification. Consultant agrees to indemnify, hold harmless and defend City, its elected officials, officers, agents and employees, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any person employed by Consultant in the performance of this Agreement.

Section 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 Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of such notice.

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

(c) 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 Services.

(d) 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. Changes in the Scope of Work. The City shall have the right to order, in writing, changes in the Scope of Services to be performed. Any changes in the Scope of Services must be made in writing and approved by both parties.

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

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

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

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

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

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

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

City OF BEVERLY HILLS
A Municipal Corporation

_____
JOHN A. MIRISCH
Mayor of the City of Beverly Hills, California

ATTEST:

_____(SEAL)
BYRON POPE
City Clerk

CONSULTANT: 3M

_____
LINDA GONDRINGER
Contracts and Agreements Manager/
Motor Vehicle Systems & Services

_____
DAN MCGURRAN
Business Director/
Motor Vehicle Systems & Services

[Signatures Continue]

158561v1

APPROVED AS TO FORM:

LAURENCE WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY C. KOLIN
City Manager

DAVID SCHIRMER
Chief Information Officer

KARL KIRKMAN
Risk Manager

158561v1

EXHIBIT A

SCOPE OF SERVICES

CONSULTANT shall perform the following services:

Consultant shall provide maintenance and support services on an as-needed basis to meet the City's ongoing needs related to the City Police Department's Automated License Plate Recognition ("APLR") System. The services shall include all necessary installation, configuration, field performance testing, and any additional services necessary to ensure that the APLR System is functional to the City's satisfaction.

For each requested engagement, Consultant shall submit a written scope of work which shall include a breakdown of all costs, warranties and the performance schedule to City's authorized representative. Each proposal is subject to the City's written approval, acceptance, and authorization to proceed.

EXHIBIT B

SCHEDULE AND RATES OF PAYMENT

City shall pay Consultant compensation for scheduled service during normal business hours. The total sum paid to Consultant under this Agreement shall not exceed the amount of One Hundred Thousand Dollars ($100,000.00), as set forth in the purchase order issued by City for all services to be provided pursuant to this Agreement. Said Compensation shall constitute reimbursement of Consultant's fee for the services as well as the actual cost of any equipment, materials and supplies necessary to provide the services (including labor, materials, delivery, tax, assembly and installation, as applicable) unless otherwise approved by the Chief Information Officer.

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

EXHIBIT C

CERTIFICATE OF INSURANCE

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

NAMED INSURED

ADDRESS

COMPANIES AFFORDING COVERAGE

A.

B.

C.

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

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

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

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

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

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

DATE : _____ BY : _____

Authorized Insurance Representative

TITLE : _____

AGENCY : _____ Address : _____

_____

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND ACCUVANT, INC. TO PROVIDE CONSULTING SERVICES RELATED TO THE CITY'S WIRELESS SYSTEM

NAME OF CONSULTANT:	Accuvant, Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Jake Bowman, Project Coordinator
CONSULTANT'S ADDRESS:	2321 Rosecrans Ave, Ste 2240 El Segundo, CA 90245 Attention: Jake Bowman Project Coordinator
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: David Schirmer Chief Information Officer
COMMENCEMENT DATE:	July 1, 2013
TERMINATION DATE:	June 30, 2014
CONSIDERATION:	Not to exceed $500,000 based on the rates set forth in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND ACCUVANT, INC. TO PROVIDE CONSULTING SERVICES RELATED TO THE CITY'S WIRELESS SYSTEM

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

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

Section 1. Scope of Work. CONSULTANT shall perform the Scope of Work described in Exhibit A in a manner 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, 2013 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 CITY, CITY agrees to compensate CONSULTANT, and CONSULTANT agrees to accept in full satisfaction for the services required by this Agreement the Consideration more particularly described in Exhibit B, attached hereto and incorporated herein by this reference. Said Consideration shall constitute reimbursement of CONSULTANT's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the CONSULTANT be paid more than the yearly maximum Consideration set forth above.

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

Section 5. Method of Payment. CONSULTANT shall submit to CITY a detailed invoice (as is further described in Exhibit B), on a monthly basis or less frequently, for the

services performed pursuant to this Agreement. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice.

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

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

Section 8. Responsible Principal(s).

(a) CONSULTANT's Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible Principal 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 9. 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 10. 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 11. 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 12. 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 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) A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars ($1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONSULTANT agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(4) 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 polices 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 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 13. Indemnification. CONSULTANT agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT or any person employed by CONSULTANT in the performance of this Agreement.

Section 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 CONSULTANT. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice.

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

Section 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. 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 CONSULTANT must be made in writing and approved by both parties.

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

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

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

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

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

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

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

CITY OF BEVERLY HILLS,
A Municipal Corporation

_____
JOHN A. MIRISCH
Mayor of the City of
Beverly Hills, California

ATTEST:

_____ (SEAL)
BYRON POPE
City Clerk

CONSULTANT: ACCUVANT, INC.

_____
DAVID M. ROSHAK
Chief Financial Officer

_____
DAN BURNS
Chief Executive Officer

[Signatures continue]

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY C. KOLIN
City Manager

DAVID SCHIRMER
Chief Information Officer

KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF WORK

CONSULTANT shall provide CITY with consulting services related to CITY's current and proposed Wi-Fi system which include the following:

PLANNING. Provide planning activities as follows:

- Provide a scope for each engagement requested by CITY and confirm that work requested by CITY has been accurately captured in the project proposal and to identify any significant obstacles to implementing the solution prior to coming onsite
- Provide engineering services to establish proper quantities and placement of the Wi-Fi data LAN components
- Scan and monitor active radio frequencies in areas of City Hall where Wi-Fi is to be deployed using specialized equipment
- Conduct pre-project call(s) to gather the detailed information about CITY environment necessary to perform the rest of the deployment
- Conduct a kick-off meeting to allow the entire project team to meet, review project objectives and strategy, and confirm the project plan and each team member's responsibilities
- Introduce team members and their role in the project
- Perform a review of the project's success criteria
- Perform a detailed walkthrough of the project plan, assigning dates and times of deliverables, status reporting requirements, and any change control impacts
- Confirm that CONSULTANT understands CITY's point(s) of contact and has all of the necessary materials and access to begin its work

CONFIGURATION. Provide configuration services as follows:

- Create a configuration/policy to implement defined policies on new systems
- Stage and configure any additional Aruba 6000 chassis components and/or Aruba access points
- Configure an internal wireless SSID with WPA2/Enterprise authentication (RADIUS > Active Directory)
- Configure an internal wireless SSID for the Vocera badges, with limited access to the internal network and optimized authentication and power management settings
- Informal training targeted to Information Technology staff
- Spot test CITY's access

DEPLOYMENT. Provide development services as follows:

- Conduct testing services such as validate installation and configuration
- Route test traffic through the new system and test the various configuration rules to ensure they are correct
- Troubleshoot & modify configuration as needed
- Migrate new solution into production—cutover to production
- Implement cut-over plan to production

CLOSING. Provide closing services as follows:

- Provide knowledge transfer to ensure that CITY personnel have the necessary skills to support and maintain the security solution going forward
- Conduct an informal knowledge transfer session with designated CITY personnel on utilizing the system to increase proficiency and ensure maximum results are achieved

(collectively "Services").

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

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

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

For the term of this Agreement, including any extensions, CONSULTANT shall be paid for the services provided herein at the hourly rate of $195.00. In no event shall the total compensation exceed Five Hundred Thousand Dollars ($500,000), including travel and reimbursable expenses in an amount not to exceed $25,000.

CONSULTANT shall submit a detailed and itemized invoice(s) for the services rendered, which invoice shall include for each fee entry the following information: (i) the date each task is performed; (ii) the identifier of the timekeeper that performed each task (i.e. initials or timekeeper number); (iii) the hours or portion thereof, billed for the task that reflects the actual time spent on each activity; (iv) a clear description of the activity performed (each task must be billed as a separate entry and time should not be embedded); and (v) total fees billed for each entry.

Unless provided for in a Proposal requested by CITY, this Agreement provides for no reimbursement of expenses. There will be no travel reimbursement for any local resource. A local resource is defined as CONSULTANT personnel residing within a 100 mile radius from CITY. Eligible reimbursable travel expenses shall be estimated in the Proposal per engagement and are subject to CITY's prior written approval. Additionally, the maximum reimbursement shall not exceed that allowable under CITY's Travel and Meeting Expense Policy for CITY employees (Administrative Regulation Policy No. 3A.1) attached hereto as Attachment 1.

Administrative Regulations
Policy No. 3A.1
Revised: March 29, 2012
Approved: 3/29/2012

SUBJECT: **TRAVEL AND MEETING EXPENSE POLICY**

PURPOSE: **To establish a uniform policy and procedure for reimbursing City employees for travel, meeting, and out-of-pocket expenses incurred while on official business.**

I. GENERAL POLICY:

To establish policies and a basis for subsequent procedures regarding travel outside City limits for authorized activities. It is the City's policy to provide for the normal costs associated with travel for City business. Department Heads, or designees, are expected to use discretion, common sense and good business judgment when approving travel reimbursement for employees. This policy shall be administered, interpreted and implemented by the Administrative Services Director / CFO.

II. DEFINITIONS:

A. **City-Authorized Travel**: Authorized activity which causes a City Employee to travel outside the City limits on approved City business.

B. **Authorized Activities**: City-related business which has been approved by the City Manager, or his/her designee (for international travel); the Department Head, or his/her designee, or by action of the City Council.

C. **Categories of Travel**: For purposes of determining reimbursable expenses and record-keeping, City-Authorized Travel shall be comprised of the following three categories:

1. Category 1 – Local or All Day Travel – Local Travel shall be any activity which requires a commute that can be made in one business day and does not require overnight accommodations. Local travel must be approved by the Department Head, or designee, for City business only, and only when adequate funds have been budgeted and are available for this activity.

2. Category 2 – Overnight Travel – Overnight Travel shall be any travel activity which requires overnight accommodations. Overnight travel may be approved only by the Department Head, or designee (or the City Manager, or designee, for international travel); only for City business and only when adequate funds have been budgeted for the activity requested. For purposes of maximizing training, it is recognized that there may be instances where it is in the City's best interest to have an employee stay overnight even though all training can be accomplished in one day.
3. Category 3 – Emergency/Disaster Travel – Emergency/Disaster Travel shall be any travel that has resulted from a declared emergency. During such travel, an employee may experience out-of-pocket expenses. Such expenses will be reimbursed to the employee by the City, whether or not the City has been reimbursed from another governmental agency. In such cases, receipts must be submitted, and authorization for travel must be obtained from the Department Head. Please see the Emergency Management Policy for more information.

D. **Travel Forms/Procedures** – The Administrative Services Department will make travel forms available in the BEVY that must be used by all City Departments in connection with this Travel and Meeting Expense Policy.

III. **REIMBURSABLE EXPENSES:**

A. **Category 1 - Local Travel**: When local travel is approved, the following expenses will be reimbursed:

1. Mileage – When using a personal vehicle, calculate mileage reimbursement based on Administrative Regulation 3A.4, SECT. VI.

2. Fuel – When using a City-provided vehicle, the employee will ensure that the vehicle is adequately fueled prior to leaving the City.

3. Lunch or Dinner Per-Diem – When a meal is not provided as a part of the activity the City employee is attending, a lunch per-diem of $15.00 and a dinner per-diem of $25.00 shall be authorized when approved by the Department Head, or designee.

4. Registration Fees – The City will pay the employee's costs of the program, or activity, and all required or approved fees for program materials.

B. **Category 2 - Overnight Travel**: When overnight travel is approved, the following expenses will be reimbursed:

1. Transportation – Overnight travel shall be by commercial air at the lowest published airfare available for economy class. If an employee requests the use of a personal vehicle for his or her convenience, reimbursement will be for the lesser of (i) miles driven in excess of normal commute round-trip mileage between home and the primary workplace at the current IRS mileage rate or (ii) at the lowest economy-class airfare to the destination. Travel by personal vehicle requires approval from the Department Head. For more information please refer to Administrative Regulation 3A.4.

2. Airport Parking – The City will reimburse an employee for the actual cost of standard parking at parking lots for long-term travelers. At certain airports, the City may contract with certain parking lots for discounted rates. If so, employees are encouraged to use those lots when parking at the airport. If the employee chooses not to use the contracted parking lot, the employee will be reimbursed up to the actual contracted price for parking elsewhere. In all other instances, employees who choose to use short-term or valet parking will be reimbursed at the long-term rate. When a stay of an extended duration is anticipated, the employee should commute to the airport via a shuttle service rather than park at the airport.

3. Ground Transportation – The City will reimburse the employee for the cost of taxi or shuttle service between the airport to their hotel, and other taxi rides to the airport. In circumstances where lodging or restaurants are at a location different than the training or meeting facility, the City will reimburse the employee for shuttle or taxi-cab costs from their place of lodging to these other locations.

4. Rental Cars – The City will provide a rental vehicle only when alternative transportation at the travel destination is not available, or the costs are excessive, and it is pre-approved by the Department Head. The City authorizes each employee renting a vehicle to purchase the full daily rental car insurance coverage for both liability and collision offered by the rental agency. Vehicles should be refueled prior to return to the rental agency to avoid excessive charges.

5. Per-Diem – For each travel day requiring overnight stay, the City will reimburse the employee a daily per-diem based on the current IRS M&IE (Meals, Incidentals & Entertainment) per-diem rate for the respective county of the travel destination. Please refer to IRS Publication 1542 at www.irs.gov for the current Per Diem Locality Rates. **Please note, the IRS web page printout must be submitted as back-up with the** OFFICIAL TRAVEL REQUEST FOR WARRANT **to get reimbursement** (see Addendum A). A particular locality's per diem rates can be looked up by city or zip code on the U.S. General Services Administration website at http://www.gsa.gov/perdiem (see addendum B- GSA per diem rates lookup page and addendum C- per diem rate sample page for 90210). Please note, the IRS or GSA website printout must be submitted as back-up with the OFFICIAL TRAVEL REQUEST FOR WARRANT to get reimbursement. Employees may request up to one additional day of per-diem when travel is required on the day before, or after, the training or meeting. Circumstances resulting in additional cost factors will be considered on a case-by-case basis and will require expense receipts if reimbursement is approved.

   Reimbursement will not be made for items identified as being covered by the per-diem allowance. Per-diem expenses include, but are not limited to, the following items:
   i. Meals/Food
   ii. Tips and gratuities for meals.
   iii. Any incidental personal expenses.

6. Lodging – The City will provide hotel accommodations for each scheduled day of the activity or event requiring an overnight stay. Unless approved by the City Manager, overnight lodging will only be approved when the activity or event is greater than 50 miles (one-way) from both City Hall and the employee's residence. When appropriate, an additional day of accommodations may be approved by the Department Head, or designee, prior to, or following, an event or activity. Additional days will also be considered to accommodate reduced airfares.

7. Registration Fee – The City will pay the employee's costs of the event or activity and all approved fees for program materials. Books and publications received as part of the activity are considered City property.

8. Family Members – Family members may share City-paid accommodations, but the employee must pay for all other costs. The City will not pay for any travel, meal, lodging, or personal costs of family members.

IV. Per-Diem and Actual Cost Reimbursement:

Upon approval of their respective Department Head, or designee for approved travel, all employees will receive either a per-diem or a reimbursement of actual costs. Per-diem will be paid per the prescribed IRS rates based on the county of the travel destination. The IRS or GSA website printout

must be submitted listing the applicable per-diem rate. Receipts are required to obtain reimbursement for actual costs unless a City purchase card is used.

Procedures:

A. **Planning Travel:**

1. General Guidelines and Rules:

   a. Use the OFFICIAL TRAVEL REQUEST FOR WARRANT located at H:\Finance\AP Forms\OFFICIAL TRAVEL REQUEST FOR WARRANT.xls, or the BEVY.

   b. Identify the funding source (program and account) and obtain approval prior to departure. (i.e.: Make sure there is enough money in your budget.)

   c. You must obtain approval from your Department Head before being reimbursed for other costs for which you would like reimbursement that may not be mentioned in this policy.

   d. You should use the City Purchase Card or City Check for expenses whenever possible, including expenses for registration fees, air travel, and lodging. If you want to pay for these types of items with your own credit card (or other means), and then expect to be reimbursed, you must first obtain approval from your Department Head (or designee) in addition to all other necessary approvals.

2. Guidelines on Travel Costs for Local Travel:

   a. Meals: If a meal is not provided as part of the authorized activity, then obtain approval from your Department Head for a lunch per-diem of $15.00 and if required, a dinner per-diem of $25.00.

   b. Personal Car: Please refer to Administrative Regulation 3A.4. In general, reimbursement for mileage will be calculated at the current IRS mileage rate based on the actual miles traveled.

3. Guidelines on Travel Costs for Overnight Travel:

   a. Air: Book your reservations in advance to take advantage of reduced airfares. You will be reimbursed for commercial air travel at the lowest published fare available for economy class. Use Government and group rates when available. Non-commercial flying (including rented aircraft) may not be used by, nor reimbursed to employees at any time.

   b. Personal Car: First, get approval from the Department Head. You will be reimbursed for the amount of round-trip airfare, or the appropriate mileage, whichever is less, only if you are not receiving an "auto-allowance" as defined in Administrative Regulation 3A.4. Proof of the required auto insurance must be submitted to Risk Management before departure. Please read Administrative Regulation 3A.4 for a detailed explanation.

c. City Vehicle: If you plan on traveling in a City Vehicle, you need approval from your Department Head.

d. Conference Registration Fees: Use the OFFICIAL TRAVEL REQUEST FOR WARRANT so conference registration fees, or other meeting fees, can be paid in advance.

4. Guidelines on Methods of Pre-Payment:

a. *Methods of payment are the following*:
   i. City Credit Card
   ii. Advance Check
   iii. Regular Check
   iv. Actual Cost Reimbursement

b. *City Credit Cards*: You may not use the City credit/program cards for personal expenses.

c. *Advance Check*: An advance check is a check requested before departure to take with you to pay a vendor. While on your trip, you must keep your receipts. You can request an advanced check by completing a Request for Warrant Form located at H:\Finance\AP Forms\Request for Warrant.xls. Plan on submitting this form with enough time to process your advance check for the time you need it.

d. *Regular Check:* A regular check processed to pay a vendor for trip expenses before departure or after your return. This check gets mailed to the vendor or can be requested for pick-up. To request a regular check for travel, you must complete a Request for Warrant Form located at H:\Finance\AP Forms\Request for Warrant.xls. Plan on submitting this form with enough time to process your regular check for the time you need it.

e. *Actual Cost Reimbursement*: During planning, if you choose to receive actual cost reimbursement, and it's approved by your Department Head, or designee, keep track of your costs. You will need to complete the OFFICIAL TRAVEL REQUEST FOR WARRANT located at H:\Finance\AP Forms\OFFICIAL TRAVEL REQUEST FOR WARRANT.xls when you return and submit it to Accounts Payable in order to process the reimbursement. You must include your actual receipts and indicate the nature of the expense.

B. **While Traveling:**

1. Finances during travel:
   a. *Maintaining on Understanding*: By completing the OFFICIAL TRAVEL REQUEST FOR WARRANT, you should understand which expenses have already been paid, and which ones are eligible for reimbursement. You are expected to exercise good judgment in the type of expenses incurred while traveling. Expenses for the employee's spouse, or family members, are the employee's responsibility and will not be reimbursed by the City.

   b. *Unexpected Costs:*

i. *Incidental*: These types of expenses include the same expenses described in Section IV.B.5 of this policy. Incidentals are covered under per-diem.

ii. *Purchase of Materials related to the conference*: During a conference, you may decide to purchase materials related to the conference for future reference and education. You need to get approval first, and then submit your receipts for reimbursement with the OFFICIAL TRAVEL REQUEST FOR WARRANT.

c. *Planning for Reimbursement:* Reimbursement is based on proof of payment. Receipts, invoices and other types of documentation will be required for obtaining reimbursement. Therefore, plan accordingly.

C. **After Traveling:**

1. Wrapping up:

a. General Guidelines and Rules:

i. *Getting Reimbursed*: To be reimbursed for expenses, complete the "OFFICIAL TRAVEL REQUEST FOR WARRANT" and submit the form to Accounts Payable within 14 days of the last day of the travel. Attach a signed copy of the OFFICIAL TRAVEL REQUEST FOR WARRANT and include all receipts. Failure to attach a complete package will delay any reimbursement and could possibly void any reimbursement claims.

ii. If an "OFFICIAL TRAVEL REQUEST FOR WARRANT" is not completed after six (6) months from traveling, reimbursements will not be given.

iii. *Deviations*: The Administrative Services Director / CFO is responsible, in his/her judgment, to report any significant differences between the estimated and actual costs of travel to the appropriate Department Head, and/or the City Manager, and shall have the authority to disapprove any reimbursement claim.

iv. *Advances:* If your advance check was for an amount greater than the costs of your trip, then you must refund the difference to the City within seven (7) days of your return. If the amount advanced did not meet the costs of the travel, a reimbursement check shall be issued to you by submitting the OFFICIAL TRAVEL REQUEST FOR WARRANT.

v. *Conference Materials*: City employees, who attend conferences or seminars, are encouraged to bring back all relevant materials from these events and share experiences, materials, procedures, etc., with fellow staff.

3/29/12 — Scott G. Miller, Chief Financial Officer, Director of Administrative Services — Date

3-29-12 — Jeffrey D. Kolin, City Manager — Date

ADDENDUM A

Table 3. Maximum Federal Per Diem Rates (Effective October 1, 2010 – September 30, 2011)[1]

Note: The standard rate of $123 ($77 for lodging and $46 for M&IE) applies to all locations within the continental United States (CONUS) not specifically listed below or encompassed by the boundary definition of a listed point. However, the standard CONUS rate applies to all locations within CONUS, including those defined below, for certain relocation allowances. (See parts 302-2, 302-4, and 302-5 of 41 CFR.)

Table 4 lists all per diem rates alphabetically by state abbreviation. Click on a link below to find rates for your state:
Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming

Per Diem Locality				Computing Maximum Rate		
State	Key City[2]	County and/or Other Defined Location[3,4]	Effective Dates	Maximum Lodging Rate	M&IE Rate	Maximum Per Diem Rate
AL	Birmingham	Jefferson, Shelby	All year	$ 88	$56	$144
	Gulf Shores	Baldwin	1/1 - 5/31 6/1 - 7/31 8/1 - 12/31	101 126 101	51 51 51	152 177 152
	Huntsville	Madison, Limestone	All year	86	51	137
	Mobile	Mobile	1/1 - 2/28 3/1 - 12/31	98 90	51 51	149 141
AR	Hot Springs	Garland	All year	101	46	147
	Little Rock	Pulaski	All year	88	61	149
AZ	Grand Canyon, Flagstaff	Coconino (except city limits of Sedona), Yavapai	1/1 - 2/28 3/1 - 10/31 11/1 - 12/31	77 95 77	66 66 66	143 161 143
	Kayenta	Navajo	1/1 - 4/30 5/1 - 9/30 10/1 - 12/31	77 89 77	46 46 46	123 135 123
	Phoenix, Scottsdale	Maricopa	1/1 - 5/31 6/1 - 8/31 9/1 - 12/31	126 81 106	71 71 71	197 152 177
	Sedona	City limits of Sedona	1/1 - 2/28 3/1 - 4/30 5/1 - 12/31	129 145 129	66 66 66	195 211 195
	Sierra Vista	Cochise	All year	81	46	127
	Tucson	Pima	1/1 - 1/31 2/1 - 5/31 6/1 - 8/31 9/1 - 12/31	93 111 77 93	56 56 56 56	149 167 133 149
	Yuma	Yuma	All year	81	46	127
CA	Antioch, Brentwood, Concord	Contra Costa	All year	101	66	167
	Barstow, Ontario, Victorville	San Bernardino	Before 4/01/11 After 3/31/11	83 99	56 56	139 155
	Benicia, Dixon, Fairfield	Solano	All year	84	56	140
	Death Valley	Inyo	All year	92	46	138
	Eureka, Arcata, McKinleyville	Humboldt	1/1 - 5/31 6/1 - 8/31 9/1 - 12/31	82 92 82	61 61 61	143 153 143
	Fresno	Fresno	All year	91	61	152
	Los Angeles	Los Angeles (except the city of Santa Monica), Orange, Ventura, Edwards AFB	All year	123	71	194
	Mammoth Lakes	Mono	All year	116	61	177

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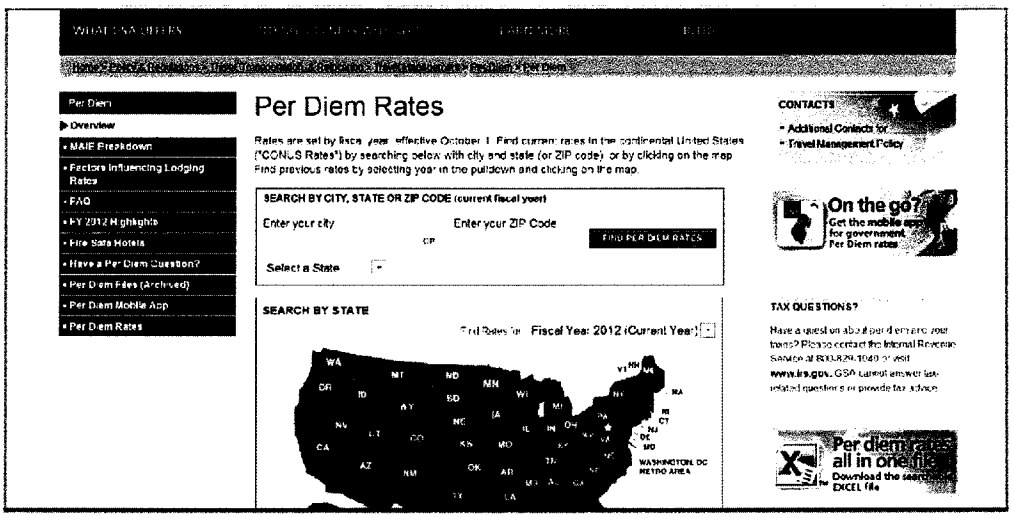
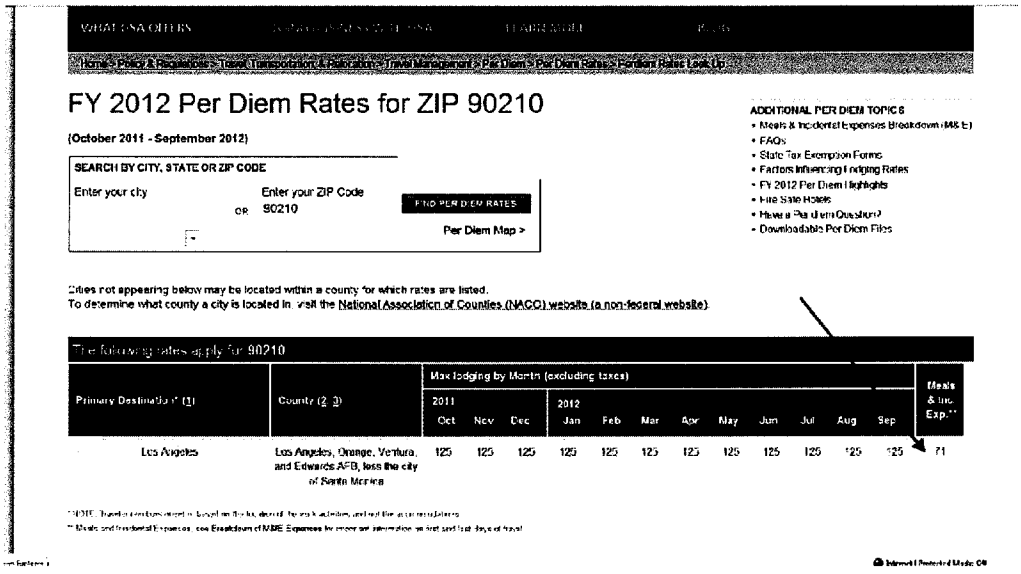
ADDENDUM B



ADDENDUM C



FY 2012 Per Diem Rates for ZIP 90210

(October 2011 - September 2012)

SEARCH BY CITY, STATE OR ZIP CODE

Enter your city

OR

Enter your ZIP Code 90210

FIND PER DIEM RATES

Per Diem Map >

ADDITIONAL PER DIEM TOPICS

- Meals & Incidental Expenses Breakdown (M&IE)
- FAQs
- State Tax Exemption Forms
- Factors Influencing Lodging Rates
- FY 2012 Per Diem Highlights
- Hire Safe Hotels
- Have a Per Diem Question?
- Downloadable Per Diem Files

Cities not appearing below may be located within a county for which rates are listed.
To determine what county a city is located in, visit the National Association of Counties (NACO) website (a non-federal website).

The following rates apply for 90210

Primary Destination* (1)	County (2, 3)	Max lodging by Month (excluding taxes)												Meals & Inc. Exp.**
		2011			2012									
		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
Los Angeles	Los Angeles, Orange, Ventura, and Edwards AFB, less the city of Santa Monica	125	125	125	125	125	125	125	125	125	125	125	125	71

EXHIBIT C

CERTIFICATE OF INSURANCE

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

NAMED INSURED

ADDRESS

COMPANIES AFFORDING COVERAGE

A.

B.

C.

COMPANY (A.B.C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	☐ AUT MOBILE LIABILITY					
	☐ GENERAL L B LITY					
	☐ PRODUC S/COMPLETED OPERATIONS					
	☐ BL KET CONTRACTUAL					
	☐ ONTRACTOR'S PROTECTIVE					
	☐ PERSONAL INJURY					
	☐ EXCESS LIABILITY					
	☐ WORKER'S COMPENSATION					

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

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

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

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

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

DATE : _____ BY : _____

Authorized Insurance Representative

TITLE : _____

AGENCY : _____ Address : _____

_____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/3/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER
Van Gilder Insurance Corp.
1515 Wynkoop Street
Suite 200
Denver CO 80202

CONTACT NAME: Client Manager
PHONE (A/C, No, Ext): 303-837-8500
FAX (A/C, No): 303-831-5295
E-MAIL ADDRESS: certificate@vgic.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Ins Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED ACCINC3
Accuvant, LLC
1125 17th Street
Suite 1700
Denver CO 80202

COVERAGES **CERTIFICATE NUMBER:** 1090235007 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			35801289	8/1/2012	8/1/2013	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY X PRO-JECT X LOC							$
A	AUTOMOBILE LIABILITY			74992495	8/1/2012	8/1/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			79844430	8/1/2012	8/1/2013	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $0							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability Claims Made			35988001	8/19/2012	8/1/2013	Limit Aggregate Deductible	$5,000,000 $5,000,000 $75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Coverage: Crime (Employee Theft)
Insurer: Arch Insurance Company
Effective Dates: 07/31/2012-07/31/2013
Policy Number: PCD004004702
Limit: $5,000,000 (Increased from $1,000,000 Eff. 3/1/13); Deductible: $50,000
Accuvant, Inc. is included as named insured.
See Attached...

CERTIFICATE HOLDER

City of Beverly Hills
Attn: Tania Schwartz
455 North Rexford Drive
Beverly Hills CA 90210

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: ACCINC3

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Van Gilder Insurance Corp.		Accuvant, LLC 1125 17th Street Suite 1700 Denver CO 80202
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

As required by written contract or written agreement executed prior to loss, the City of Beverly Hills is included as Additional Insured for ongoing operations under General Liability and Auto Liability.

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AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND CDW GOVERNMENT LLC FOR INFORMATION TECHNOLOGY CONSULTING SERVICES

NAME OF CONSULTANT:	CDW Government LLC.
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Pat O'Brien, Regional Sales Manager
CONSULTANT'S ADDRESS:	230 N. Milwaukee Avenue Vernon Hills, IL 60061
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: David Schirmer, Chief Information Officer
COMMENCEMENT DATE:	July 1, 2013
TERMINATION DATE:	June 30, 2014
CONSIDERATION:	Not to exceed $650,000.00, as detailed in Exhibit B, Schedule of Rates and Payment

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND CDW GOVERNMENT LLC FOR INFORMATION TECHNOLOGY CONSULTING SERVICES

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

RECITALS

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

B. Consultant represents that it is qualified and able to perform the Services.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

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

Section 2. Term of Agreement. This Agreement shall commence on July 1, 2013 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. Consultant shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

Section 4. Compensation.

(a) Compensation. City agrees to compensate Consultant for the services and/or goods provides under this Agreement, and Consultant agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, Schedule and Rates of Payment, 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, unless approved in writing by the Chief Information Officer.

Section 5. Method of Payment. Unless otherwise provided for herein, Consultant shall submit to City a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, City shall pay

all undisputed amounts included on the invoice. City shall pay Consultant said Consideration in accordance with the schedule of payment set forth in Exhibit B.

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

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

Section 8. Responsible Principal(s).

(a) Consultant's Responsible Principal set forth above shall be principally responsible for Consultant's obligations under this Agreement and shall serve as principal liaison between City and Consultant. Designation of another Responsible Principal 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 9. 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 10. 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 11. 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 12. 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) A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars ($1,000,000) per claim and in the aggregate. Consultant agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(4) 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 polices 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, or on a form acceptable to the City's Risk Manager, showing that the aforesaid policies are in effect in the required amounts. Consultant shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates.

(f) The general and auto liability insurance shall contain an endorsement naming the City, its elected officials, officers, agents and employees, as additional insureds with respect to work under this Agreement.

(g) 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.

(h) 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.

(i) 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 13. 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 action brought by an unaffiliated third party either for death or personal injury or for damage to tangible personal property, to the extent that the claim is proximately caused by any person employed by Consultant in the performance of this Agreement or arising out of the work performed by Consultant.

Section 14. Termination.

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

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

Section 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 Services.

Section 16. Information and Documents/Work Product.

(a) 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.

(b) City shall have a non-transferable, royalty-free, perpetual license to use all products of consulting, including, without limitation, any copyrightable works, ideas, discoveries, inventions, patents, products, videos, graphics, scripts, or other information (collectively the "Work Product") developed in whole or in part by Consultant in connection with this Agreement.

Section 17. Changes in the Scope of Work. City shall have the right to order, in writing, changes in the Scope of Services to be performed. Any changes in the Scope of Services must be made in writing and approved by both parties.

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

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

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

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

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

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

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

CITY OF BEVERLY HILLS
A Municipal Corporation

_____
JOHN A. MIRISCH
Mayor of the City of Beverly Hills, California

ATTEST:

_____ (SEAL)
BYRON POPE
City Clerk

[Signatures continue]

CONSULTANT: CDW GOVERNMENT LLC

NAME: Tara Barbieri
Title Director, Program Sales

NAME: Kevin P. Adams
Title V.P.

[Signatures Continue]

Reviewed
By:

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY C. KOLIN
City Manager

DAVID SCHIRMER
Chief Information Officer

KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide information technology consulting services (the "Services") and equipment related to the City's computing infrastructure, including hardware, software and related equipment in support of various City initiatives. Consultant shall provide the Services as directed by City on an as-needed basis including but not limited to:

i. Analyze business requirements and subsequently create high-level technical design documents and related technical specifications for the implementation of SharePoint collaboration services
ii. Install, configure and customize SharePoint services to have documents stored and indexed in a central repository, directly savable to the central repository from office applications, make is easily searchable and sharable among departments with appropriate security.
iii. Install, configure and customize complex computing infrastructure components like servers, storage, networking gear, etc.
iv. Perform sever consolidation services using private and public cloud offerings.
v. Perform professional services engagements to address disaster recovery needs, mobile computing, messaging and evaluating new technologies.

For all work to be completed under this Agreement, Consultant shall provide a detailed scope of work subject to the written approval of City, including detailed deliverables and payment milestones, which shall be signed by both parties and reference and be subject to the terms and conditions of this Agreement.

EXHIBIT B

SCHEDULE AND RATES OF PAYMENT

City shall pay Consultant compensation for scheduled service during normal business hours as set forth in each scope of work submitted by Consultant and signed by both parties. The total sum paid to Consultant under this Agreement shall not exceed the amount of Six Hundred Fifty Thousand Dollars ($650,000.00), as set forth in the purchase order issued by City for all services to be provided pursuant to this Agreement. Said Compensation shall constitute reimbursement of Consultant's fee for the services as well as the actual cost of any equipment, materials and supplies necessary to provide the services (including labor, materials, delivery, tax, assembly and installation, as applicable) unless otherwise approved in writing by the Chief Information Officer.

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

EXHIBIT C

CERTIFICATE OF INSURANCE

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

NAMED INSURED

ADDRESS

COMPANIES AFFORDING COVERAGE

A.

B.

C.

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

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

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

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

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

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

DATE : _____ BY : _____

Authorized Insurance Representative

TITLE : _____

AGENCY : _____ Address : _____

_____

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND CHERYL BAYER BRADY D.B.A. CREATIVE SPACE, LLC, FOR CHILDREN'S CRAFT AND MUSIC INSTRUCTION AND SUMMER CAMP AT A BEVERLY HILLS UNIFIED SCHOOL THROUGH THE DEPARTMENT OF COMMUNITY SERVICES

NAME OF VENDOR:	Cheryl Bayer Brady d.b.a. Creative Space, LLC
VENDOR'S ADDRESS:	11916 W. Pico Boulevard Los Angeles, California 90064
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, 2013
TERMINATION DATE:	June 30, 2014
CONSIDERATION:	Not to exceed $400,000 at the rate of 70% of the registration fees (up to 200 registrants) as described in Section 3; 80% of registration fees (201 and above registrants) as further described in Section 3(b)

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND CHERYL BAYER BRADY D.B.A. CREATIVE SPACE, LLC, FOR CHILDREN'S CRAFT AND MUSIC INSTRUCTION AND SUMMER CAMP AT A BEVERLY HILLS UNIFIED SCHOOL THROUGH THE DEPARTMENT OF COMMUNITY SERVICES

THIS AGREEMENT is made as of the Commencement Date set forth above, by and between the City of Beverly Hills, a municipal corporation (hereinafter called "CITY"), and Cheryl Bayer Brady d.b.a. Creative Space, LLC, an individual (hereinafter called "VENDOR").

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

Section 1. VENDOR's Services.

(a) VENDOR shall perform the services as described in Exhibit A to the full satisfaction of CITY.

(b) VENDOR shall acquire, repair and maintain at its sole cost and expense such equipment as VENDOR requires for its use to conduct the services required by this Agreement.

Section 2. Time of Performance. VENDOR shall perform the services on or by the Termination Date set forth above.

Section 3. Compensation.

(a) After school classes. CITY shall pay VENDOR at the rate of seventy percent (70%) of an amount to be based on the CITY resident rate multiplied by the number of registrants of the after-school classes provided by VENDOR for CITY under this Agreement. CITY shall make two payments to VENDOR upon receipt of an itemized statement on a form acceptable to CITY for VENDOR's services performed. The first payment shall be made midway through each session and the second payment shall be made at the end of each session. CITY shall pay VENDOR the amount of any undisputed billing within thirty (30) days of receipt of same.

(b) Summer Camp. CITY shall pay VENDOR monthly at the rate of eighty percent (80%) of an amount to be based on the CITY Summer Program resident rate multiplied by the number of registrants of the Summer Program. If by July 30, 2013 the number of

registrants enrolled in the Program is less than 200, CITY shall adjust payment on VENDOR's final invoice so that CITY shall pay VENDOR seventy percent (70%) of an amount to be based on the CITY resident rate multiplied by the number of registrants of the Summer Program. CITY shall pay VENDOR the amount of such undisputed billing within thirty (30) days of receipt of same.

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

Section 5. Assignment. This Agreement may not be assigned in whole or in part without the prior written consent of CITY.

Section 6. Responsible Principal.

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

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

Section 7. Personnel.

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

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

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

Section 9. Insurance.

(a) VENDOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars ($2,000,000) for each

occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by VENDOR.

(b) VENDOR shall require, at all times during the term of this Agreement, the transportation service it hires to perform services under this Agreement to carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability insurance covering personal injury and property damage, with minimum limits of Five Millions Dollars ($5,000,000) per occurrence combined single limit, covering any vehicle utilized by VENDOR in performing the services required by this Agreement.

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

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

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

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

(g) At all times during the term of this Agreement, VENDOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit B, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. VENDOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The General Liability policies of insurance required by this Agreement shall contain an endorsement naming the CITY and the 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.

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

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

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

Section 11. Termination.

(a) CITY may cancel this Agreement at any time upon five (5) days written notice to VENDOR. VENDOR agrees to cease all work under this Agreement on or before the effective date of such notice.

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

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

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

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

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

Section 15. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____day of _____, 20____, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

_____
JOHN A. MIRSCH
Mayor of the City of Beverly Hills, California

ATTEST:

_____ (SEAL)
BYRON POPE
City Clerk

VENDOR: CHERYL BAYER BRADY
D.B.A. CREATIVE SPACE, LLC

_____
CHERYL BAYER BRADY
Owner

APPROVED AS TO FORM:

_____
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

_____
JEFFREY C. KOLIN
City Manager

_____
STEVEN ZOET
Director of Community Services

_____
KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF SERVICES

VENDOR shall provide a variety of creative after-school classes for children in grades K-3 and 4-8, including, but not limited to, arts, crafts and music. VENDOR shall also provide Creative Space Summer Camp activities for children ages 3-15, including but not limited to, sports, dance, water play, live animals and field trips to the beach. Both programs shall be conducted at a Beverly Hills Unified School from 9 a.m. until 3 p.m. for the CITY's Community Services Department programs.

After-school classes and Summer Camp activities shall occur at locations and on a schedule approved by CITY in writing. The schedule is subject to change by CITY, which may reschedule or cancel any or all classes at its discretion.

CERTIFICATE OF INSURANCE

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

NAMED INSURED

ADDRESS

COMPANIES AFFORDING COVERAGE

A.
B.
C.

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

_____

_____

RM02.DOC REVISED 10/14/96.

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND CLOUDEEVA, INC. FOR INFORMATION TECHNOLOGY CONSULTING SERVICES RELATING TO WEB AND MOBILE APPLICATIONS ON AN AS-NEEDED BASIS

NAME OF CONSULTANT:	Cloudeeva, Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Narayan Ravisetti Vice President
CONSULTANT'S ADDRESS:	104 Windsor Center Drive, Suite 300 East Windsor, New Jersey 08520
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: David Schirmer Chief Information Officer
COMMENCEMENT DATE:	July 1, 2013
TERMINATION DATE:	June 30, 2014
CONSIDERATION:	Not to exceed $200,000.00 based on the rates set forth in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND CLOUDEEVA, INC. FOR INFORMATION TECHNOLOGY CONSULTING SERVICES RELATING TO WEB AND MOBILE APPLICATIONS ON AN AS-NEEDED BASIS

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

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

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

Section 2. Term of Agreement. This Agreement shall commence on July 1, 2013 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 CITY, CITY agrees to compensate CONSULTANT, and CONSULTANT agrees to accept in full satisfaction for the services required by this Agreement the Consideration more particularly described in Exhibit B, attached hereto and incorporated herein by this reference. Said Consideration shall constitute reimbursement of CONSULTANT's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the CONSULTANT be paid more than the yearly maximum Consideration set forth above.

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

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

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

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

Section 8. Responsible Principal(s).

(a) CONSULTANT's Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible Principal 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 9. 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 10. 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 11. 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 12. 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) A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars ($1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONSULTANT agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

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

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

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

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

(e) At all times during the term of this Agreement, CONSULTANT shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONSULTANT shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance shall contain an endorsement naming 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 13. Indemnification. CONSULTANT agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or

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

Section 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 CONSULTANT. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice.

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

Section 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. Records and Inspections. CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 5 years. CITY shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

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

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

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

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

CITY OF BEVERLY HILLS
A Municipal Corporation

_____
JOHN A. MIRISCH
Mayor of the City of
Beverly Hills, California

ATTEST:

_____ (SEAL)
BYRON POPE
City Clerk

CONSULTANT: CLOUDEEVA, INC.

_____
VENKAT MARAM
President and Chief Executive Officer

_____
SUNDARESAN SUNDARAM
Vice President: Finance

[Signatures continue]

APPROVED AS TO FORM

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY C. KOLIN
City Manager

DAVID SCHIRMER
Chief Information Officer

KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF WORK

CONSULTANT shall provide CITY with information technology ("IT") consulting services related to CITY's web and mobile applications which shall include the following:

i. Analyze business requirements and subsequently create high-level technical design documents and detailed technical specifications for web and mobile applications, in accordance with CITY architecture standards
ii. Develop application code as necessary
iii. Test unit and system application code as well as execute implementation activities
iv. Identify, document and estimate the technical tasks of projects of varying sizes and levels of complexity
v. Analyze and identify technical areas of improvement within existing web and mobile applications
vi. Work with internal IT teams to complete project activities, such as infrastructure, architecture and database design
vii. Develop solutions, test systems, present solutions, and provide training and applications support.

(collectively "Services").

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

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

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

For the term of this Agreement, CONSULTANT shall be paid for the services provided herein at the hourly rate of $20.00. In no event shall the total compensation exceed Two Hundred Thousand Dollars ($200,000).

CONSULTANT shall submit a detailed and itemized invoice(s) for the services rendered, which invoice shall include for each fee entry the following information: (i) the date each task is performed; (ii) the identifier of the timekeeper that performed each task (i.e. initials or timekeeper number); (iii) the hours or portion thereof, billed for the task that reflects the actual time spent on each activity; (iv) a clear description of the activity performed (each task must be billed as a separate entry and time should not be embedded); and (v) total fees billed for each entry.

EXHIBIT C

CERTIFICATE OF INSURANCE

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

NAMED INSURED

ADDRESS

COMPANIES AFFORDING COVERAGE
A.
B.
C.

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

_____ _____

RM02.DOC REVISED 10/14/96.

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

NAME OF CONSULTANT:	Edgesoft, Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Shan Sundar, President
CONSULTANT'S ADDRESS:	6133 Bristol Parkway, Suite 301 Culver City CA 90230
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: David Schirmer Chief Information Officer
COMMENCEMENT DATE:	July 1, 2013
TERMINATION DATE:	June 30, 2014 unless extended pursuant to Section 2 of the Agreement
CONSIDERATION:	An amount not to exceed $145,000.00 per year (includes applicable taxes) as more fully described in Exhibit B

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

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

RECITALS

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

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

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

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

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

Section 6. Responsible Principal(s).

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

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

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

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

Section 9. Insurance.

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

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

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

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

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

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

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

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

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

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

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

Section 11. Termination.

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

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

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

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

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

Section 15. Non-Disclosure.

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

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

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

(3) Sell, release, free trade, assign, or provide access to the Information, directly or indirectly, to third parties. This provision survives termination of Consultant's duties to the City.

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

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

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

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

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

EXECUTED the _____ day of _____, 20 __.

CITY OF BEVERLY HILLS
A Municipal Corporation

_____
JOHN A. MIRISCH
Mayor of the City of
Beverly Hills, California

ATTEST:

_____ (SEAL)
BYRON POPE
City Clerk

CONSULTANT: EDGESOFT, INC.

_____
SHAN SUNDAR
President

_____
ANAND BELAGULY
Secretary

APPROVED AS TO FORM

_____
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT

_____
JEFFREY C. KOLIN
City Manager

_____
DAVID SCHIRMER
Chief Information Officer

_____
KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide information technology consulting services (the "Services") related to various City Initiatives such as enhancing website usability by integrating multiple new and existing eGov initiatives, which include Customer Service applications (utility billing, business tax, etc.), HR applications (training, payroll, etc.), and others for a single unified web presence, simplified user interface, uniform look and feel, and streamlined processes for City customers and employees. Consultant shall provide the Services as directed by City on an as-needed basis. The Services shall include the following:

1. Analysis of business requirements and subsequent creation of high-level technical design documents and detailed technical specifications, in accordance with City architecture standards.

2. Development of application code as necessary, using Java, WebSphere and Struts.

3. Unit and system testing of application code as well as execution of implementation activities.

4. Identification, documentation and estimation of technical tasks for projects of varying sizes and levels of complexity.

5. Analysis and identification of technical areas of improvement within existing web applications.

6. Work with internal Information Technology teams to complete project activities, such as infrastructure, architecture and database design.

7. Discovery, solutions development, systems testing, solutions presentations, training, and application support.

For all work to be completed under this Agreement, Consultant shall provide a detailed scope of work subject to the written approval of City, including detailed deliverables and payment milestones.

EXHIBIT B

COMPENSATION AND PAYMENT

City shall pay Consultant compensation at a blended rate of Ninety-Five ($95.00) per hour for scheduled service during normal business hours. The total sum paid to Consultant under this Agreement shall not exceed the amount of One Hundred Forty-Five Thousand Dollars ($145,000.00), as set forth in the purchase order issued by City for all services to be provided pursuant to this Agreement. Said Compensation shall constitute reimbursement of Consultant's fee for the services as well as the actual cost of any equipment, materials and supplies necessary to provide the services (including labor, materials, delivery, tax, assembly and installation, as applicable).

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

EXHIBIT C
CERTIFICATE OF INSURANCE

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

NAMED INSURED

ADDRESS

COMPANIES AFFORDING COVERAGE
A.
B.
C.

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	☐ **AUTOMOBILE LIABILITY** ☐ **GENERAL LIABILITY** ☐ PRODUCTS/COMPLETED OPERATIONS ☐ BLANKET CONTRACTUAL ☐ CONTRACTOR'S PROTECTIVE ☐ PERSONAL INJURY ☐ EXCESS LIABILITY ☐ **WORKERS' 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 ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI) FOR INFORMATION TECHNOLOGY CONSULTING SERVICES RELATED TO THE CITY'S ENTERPRISE GIS SYSTEM

NAME OF CONSULTANT:	Environmental Systems Research Institute, Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Ross Wakefield, Program Manager
CONSULTANT'S ADDRESS:	380 New York Street Redlands, CA 92373-8100 Attention: Ross Wakefield
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: David Schirmer Chief Information Officer
COMMENCEMENT DATE:	July 1, 2013
TERMINATION DATE:	June 30, 2014
CONSIDERATION:	Not to exceed $75,000 as more fully described in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI) FOR INFORMATION TECHNOLOGY CONSULTING SERVICES RELATED TO THE CITY'S ENTERPRISE GIS SYSTEM

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Environmental Systems Research Institute, Inc. (ESRI) (hereinafter called "CONSULTANT").

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

Section 1. Scope of Work. CONSULTANT shall perform the Scope of Work described in Exhibit A in a manner 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, 2013 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 or in accordance with a mutually agreed upon project schedule and shall terminate on the Termination Date set forth above, unless sooner terminated pursuant to Section 14 of this Agreement.

Section 4. Compensation.

(a) 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).

(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.

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

Section 5. Method of Payment. Unless otherwise provided for herein, CONSULTANT shall submit to CITY a detailed invoice (as is further described in Exhibit B), on a monthly basis or

less frequently, for the services performed pursuant to this Agreement during the previous 30-day period. Monthly invoices for services shall be calculated on the basis of actual hours expended during the previous month, multiplied by the appropriate labor rate, plus other direct burdened costs.

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

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

Section 8. Responsible Principal(s).

(a) CONSULTANT's Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible Principal 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 9. 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 10. 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 11. 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 12. 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) A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars ($1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONSULTANT agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

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

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

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

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

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

Section 13. Indemnification. General Indemnity. CONSULTANT agrees to indemnify, hold harmless and defend the City of Beverly Hills, the City Council and each member thereof, and every officer, employee and agent of the CITY, (collectively the "Indemnified Parties") from and against any and all claims, damages, losses, liabilities, claims, judgments and settlements, including all reasonable costs, expenses and attorneys fees) arising out of any action or claim for bodily injury, death or property damage (except for databases not subject to a reasonable backup program) brought against any of the Indemnified Parties to the extent arising from any negligent act or omission or willful misconduct by CONSULTANT, its subcontractors or their respective directors, officers, employees, or agents.

Section 14. Termination.

(a) Termination for Cause. Either party may terminate this Agreement immediately upon written notice to the other party in the event that one or more of the following occur:

(i) Either party becomes insolvent, ceases to pay its debts in the ordinary course of business, is unable to pay its debts as they become due, or makes an assignment for the benefit of creditors;

(ii) A trustee or receiver is appointed for any or all of either party's assets;

(iii) Any bankruptcy or insolvency proceeding under any federal or state bankruptcy or insolvency code, or similar law, whether voluntary or involuntary, is commenced by or against either party;

(iv) Either party is dissolved or liquidated;

(v) Either party defaults under this Agreement three (3) or more times within any six (6)-month period, regardless of whether such defaults are cured;

(vi) Either party breaches any provision of this Agreement and there is no possibility of cure;

(vii) There is any (1) Material change in the management or control of either party, (2) Transfer of any substantial part of either party's business; or (3) Bulk transfer by either party pursuant to the Uniform Commercial Code or similar law.

(b) Upon termination of this Agreement:

(i) In the event of termination pursuant to Subsections v–vii of Subsection (a) of this Section, the due dates of all invoices for amounts owed by CITY to CONSULTANT shall be accelerated automatically so that such amounts become due and payable on the effective date of termination, regardless of the payment term provisions set forth in this Agreement.

(ii) Except where a provision specifically provides otherwise, any cause of action or claim of one party accrued to or to accrue because of any breach or default of the other party and any accrued license rights shall survive to the degree necessary to permit their complete fulfillment or discharge.

(c) Termination for Convenience. CITY may terminate this Agreement at any time on fifteen (15) days written notice to CONSULTANT and upon payment to CONSULTANT for all amounts due to date, including the prorated contract price for all services performed by CONSULTANT, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, CONSULTANT shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid CONSULTANT for the full performance of the services required by this Agreement.

(d) Obligations upon Termination. Upon termination of this Agreement, the parties shall have no further obligations pursuant to its terms, except that Sections 12, 15,1, 25, 27 and 28 of this Agreement shall survive termination.

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. In addition, CITY shall provide the appropriate staff to work with CONSULTANT.

Section 16. Work Product. Except as specifically granted in this Agreement, CONSULTANT or its licensors own and retain all right, title, and interest in any tangible output produced as a result of the services provided by CONSULTANT under this Agreement ("Services Output"). Subject to the terms and conditions set forth in this Agreement, CONSULTANT hereby grants to CITY a nonexclusive, royalty-free, worldwide license to use, modify, and/or reproduce the Services Output in connection with CITY's authorized use of the CONSULTANT's commercial off the shelf software. This section shall survive termination of this Agreement.

Section 17. Information and Documents. Except as otherwise provided for in this Agreement, 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 18. Records and Inspections. CONSULTANT 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. This right to audit excludes profit, overhead, general and administrative costs of CONSULTANT.

Section 19. Confidentiality and Non-Disclosure.

(a) CITY's Confidential Information. Pursuant to the terms of this Agreement, CITY may provide CONSULTANT with certain information, and/or access to certain information including public safety information which was or will be obtained by CITY pursuant to a License Agreement with a third party, or which is the proprietary information of CITY, or which is not publicly known (the "Information"). CONSULTANT, its employees, agents, representatives, contractors and subcontractors shall hold the Information which at the time of disclosure is identified as being confidential and confirmed in writing as "Confidential," 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 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. This provision survives termination of CONSULTANT's duties to CITY.

(b) CONSULTANT's Confidential Information. Except research and analysis documentation prepared by CONSULTANT for CITY, and unless otherwise agreed in writing, the deliverables are CONSULTANT confidential and CITY shall preserve and protect their

confidentiality. Insofar as its rights may be legally restricted, CITY agrees not to reverse engineer or decompile deliverables delivered only in object code, executable code, or formats subject to similar or greater means of access control (collectively, "Secure Formats"). For deliverables delivered in source code or other human-readable formats, CITY shall have met its obligations under this Section if its disclosure of deliverables is limited to deliverables in Secure Formats, provided that the means for reverse engineering, decompiling, or disassembling such deliverables is withheld from disclosure, and the person or entity in receipt of such deliverables similarly agrees not to perform such acts or allow others to do so. CITY shall not disclose the deliverables to employees or third parties without advance written consent of CONSULTANT. However, CITY may, without such consent, make such disclosures to employees as are reasonably required for CITY's authorized use of the deliverables, provided that such disclosure is strictly limited to the portions of the deliverables needed for that purpose.

(c) Exclusions to Confidentiality. Neither party shall have any obligations to protect any information in this Section if:

(i) The party was in possession of the information before receipt from the disclosing party.

(ii) The information is or becomes a matter of public knowledge through no fault of the recipient.

(iii) The information is rightfully disclosed by a third party without a duty of confidentiality;

(iv) The information is disclosed by discloser to a third party without a duty of confidentiality;

(v) The information is individually developed by a party; or

(vi) The information is required to be disclosed by operation of law.

The disclosures permitted under the preceding paragraph shall not relieve CITY of its obligation to maintain the deliverables in confidence and comply with all applicable laws and regulations of the United States including, without limitation, its export control laws.

(d) Notwithstanding, CONSULTANT acknowledges that CITY is subject to the California Public Records Act (the "Act") and that some or all of the deliverables (collectively "information") provided by CONSULTANT may be disclosable thereunder. In the event a public records act request for CONSULTANT's information is received, CITY shall use its best efforts to provide CONSULTANT with written or verbal notice of such request, prior to compliance. However, nothing herein shall prevent CITY from complying with the requirements of the Act. In the event CITY determines that any documents containing CONSULTANT's information are not disclosable, and litigation is commenced to compel production of such documents, CONSULTANT agrees to defend and indemnify CITY, with counsel of CITY's choice, as to any claims, liabilities, costs, and/or judgments that may be incurred by CITY as a result of such litigation. The provisions of this section shall survive the expiration or termination of this Agreement for any reason.

Section 20. Changes in the Scope of Work. CITY shall have the right to request, in writing, changes in the scope of work or the services to be performed. If the parties approve such changes to the scope of work, and such changes cause an increase or decrease in the cost or time required to provide a service under the Scope of Work (regardless of whether the service

itself is changed), an equitable adjustment in the price or schedule, or both, shall be made, and this Agreement shall be modified accordingly in writing and signed by both parties.

Section 21. 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 22. 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 23. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

Section 24. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 25. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

Section 26. 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 27. Required Corrections and Limited Warranty.

(a) Time and Materials Scopes of Work

(i). Limited Warranty. CONSULTANT warrants that for a period of thirty (30) days from the date of acceptance that the Services will conform to the professional and technical standards in the software industry. During the limited warranty period, if the services do not substantially conform to such standards, CITY may require CONSULTANT to perform the Services again at no additional cost to CITY. Any tangible output produced as a result of the Services provided by CONSULTANT under this Agreement is provided "AS IS" without warranty of any kind.

(ii). Disclaimer of Warranties. WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH IN SECTION (a)(i) OF THIS SECTION, CONSULTANT DISCLAIMS, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(b) Map Data Disclaimer. CONSULTANT DOES NOT WARRANT IN ANY WAY THE MAP DATA, WHETHER SUPPLIED BY CITY OR CONSULTANT, OR THE VENDORS OF EITHER OF THEM. IF SUPPLIED BY CONSULTANT OR ITS VENDORS, CONSULTANT BELIEVES SUCH MAP DATA IS RELIABLE, BUT IT MAY NOT BE FREE OF

NONCONFORMITIES, DEFECTS, ERRORS, OR OMISSIONS; BE AVAILABLE WITHOUT INTERRUPTION; BE CORRECTED IF ERRORS ARE DISCOVERED; OR MEET CITY'S NEEDS OR EXPECTATIONS. CONSULTANT IS NOT INVITING RELIANCE ON MAP DATA, AND CITY SHOULD ALWAYS VERIFY ACTUAL DATA FROM DOCUMENTS OF RECORD, FIELD MEASUREMENT, OR OBSERVATION."

Section 28. Limitation of Liability. In no event shall CONSULTANT be liable to CITY for any indirect, special, exemplary, consequential, or incidental damages or lost profits arising out of, or related to, this Agreement, even if it has been advised of the possibility of such damages. CONSULTANT'S liability for direct damages shall in no event exceed the amount actually paid by CITY for the portion of the professional services involved.

Section 29. Nonhire of Consultant Personnel. It is hereby mutually agreed that CITY will not solicit for hire any employee(s) of CONSULTANT'S technical staff, who is (are) associated with efforts called for under this effort, for a period of one (1) year thereafter. In the event the foregoing provision is breached, liquidated damages equal to twelve (12) months of the employee's compensation plus any legal expenses associated with the enforcement of this provision shall be paid by CITY to CONSULTANT.

Section 30. Taxes. Services provided are quoted exclusive of all state; local; value-added or other taxes, customs, or duties; or other charges (other than income taxes payable by CONSULTANT). In the event such taxes and/or charges become applicable to CONSULTANT'S services, applications, or data, CITY shall pay any such applicable tax upon receipt of written notice that such tax(es) is/are due.

Section 31. UCC Inapplicability. Services provided hereunder will not be governed by the Uniform Commercial Code (UCC) and will not be deemed "goods" within the definition of the UCC.

EXECUTED the _____day of _____201 __, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

_____
JOHN A. MIRISCH
Mayor of the City of
Beverly Hills, California

ATTEST:

_____ (SEAL)
BYRON POPE
City Clerk

[Signatures continue]

CONSULTANT: ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

Name:
Title: CHRIS JOHNSON
MANAGER, DOMESTIC CONTRACTS

Name:
Title:

[Signatures continue]

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY C. KOLIN
City Manager

DAVID SCHIRMER
Chief Information Officer

KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF WORK

CONSULTANT shall provide CITY up to 300 hours of remote and onsite ArcGIS consulting services, which shall include assisting CITY with ArcGIS API for flex application development support, application code review, and best practices technology transfer on web mapping application development and related ArcGIS software topics ("Services"). CONSULTANT shall provide and support the Services remotely from CONSULTANT's offices. CONSULTANT shall work at the direction of CITY's technical staff in the manner set forth herein.

It is anticipated that consulting services activities shall include:

- VBH geospatial application development support:
  - Usability enhancements
  - Expanding the HTML 5 version of VBH (porting and adding functionalities to the basic product delivered in FY 2012/13
  - Developing web tools to augment new user requirements, e.g. multi-purpose geospatial mailing label generator, document integration
- Enterprise GIS project support:
  - ERP address conversion
  - Geodatabase design enhancements that accommodate additional new workflows, e.g. versioning
  - Implementing system security enhancements coming at 10.2
- As needed technical support for CITY's existing and new best of breed geospatial technology implementation

Prior to providing Services under this Agreement, CITY shall request and CONSULTANT shall provide CITY with a written scope of work and price for requested Services ("Proposal"). Each Proposal shall be subject to the written approval of CITY prior to the commencement of work. Upon CITY approval, such Proposal shall be incorporated herein as if set forth in full and the services provided thereunder such Proposal shall be subject to the terms and conditions of this Agreement. CITY shall issue a written authorization to proceed for each accepted Proposal.

Assumptions

Pricing assumes all services will be provided remotely, and no travel will be necessary. If travel is required under a Proposal, it will be detailed in the Proposal in conformance with CITY's Administrative Regulations.

All work will be accomplished in accordance with the Scope of Work with the deliverable being consulting time. If additional work is requested by CITY in writing beyond the scope of this Exhibit A, CONSULTANT shall provide an updated written estimate in accordance with the rate schedule set forth in Exhibit B.

EXHIBIT B
SCHEDULE OF PAYMENT AND RATES

For Services provided during the term of the Agreement, CONSULTANT shall be paid for the Services provided herein at the hourly rates set forth in CONSULTANT's 2013 Rate Schedule attached hereto as Attachment 1 to this Exhibit B. In no event shall the total compensation exceed $75,000. CONSULTANT anticipates using staff from the GIS Consultant/Project Manager and Senior GIS System/Software Architect labor categories. Depending on the level of expertise required to perform certain activities during this engagement, CONSULTANT may be required to utilize other CONSULTANT staff members with a different skill-set and labor category.

The parties assume that Services will be provided remotely and no travel will be necessary. However, if travel is required, there will be no travel reimbursement for any local resource. A local resource is defined as a CONSULTANT employee residing within 100 miles from CITY. All eligible estimated travel expenses shall be detailed in the Proposal which is subject to CITY's written approval. Travel expenses shall comply with CITY's Travel and Meeting Expense Policy (Policy No. 3A.1), attached hereto as Attachment 2 to this Exhibit B.

In the event CONSULTANT completes the Scope of Work for less than the NTE budget listed below, CITY will only be invoiced for the actual hours expended plus other burdened direct costs, if such direct costs are listed in the Proposal. In the event CONSULTANT reaches the NTE budget limit before the Scope of Work is completed, CITY will have the option to either: (a) increase the funding in order to allow the work to continue; or (b) instruct CONSULTANT to stop work. If CITY chooses to stop work, CONSULTANT will do so without liability and shall provide CITY with all work product to date.

CONSULTANT shall submit a detailed and itemized invoice(s) for the services rendered, which invoice shall include for each fee entry the following information: (i) the number of hours performed during the previous calendar month; (ii) a clear description of the activity performed (each activity must be billed as a separate entry and time should not be embedded); and (iii) total fees billed for each activity.

NTE BUDGET - Price by Activity		
Activity Description	**Estimated Labor ($)**	**NTE Price**
ArcGIS API for Flex Consulting Services	$75,000	$75,000
Total Not-to-Exceed (NTE) Price:		**$75,000**

ATTACHMENT 1 TO EXHIBIT B

RATE SCHEDULE

Effective January 1, 2013

Hourly time and materials labor rates have been provided for each labor category from January 7, 2013 to the end of the calendar year 2013. The hourly labor rates for services that are performed after 2013 may be escalated in an amount not to exceed five percent (5%) each year by giving CITY thirty days prior written notice of such escalation. Other direct costs, such as travel, reproduction, subcontractor, telecommunication/freight, or materials, will be charged a material handling fee and invoiced.

Labor Category	Hourly Rate
GIS Technical Specialist/Engineer (SI)	$190
GIS System/Software Developer (S2)	$245
Sr. GIS System/Software Architect (S3)	$301
GIS Consultant/Project Manager (M1)	$231
Sr. GIS/Consultant/Project Manager (M2)	$291
Principal/GIS Consultant/Prog. Manager (M3)	$384
GIS Database Specialist/Analyst (DB)	$160

Administrative Regulations
Policy No. 3A.1
Revised: March 29, 2012
Approved: 3/29/2012

SUBJECT: **TRAVEL AND MEETING EXPENSE POLICY**

PURPOSE: **To establish a uniform policy and procedure for reimbursing City employees for travel, meeting, and out-of-pocket expenses incurred while on official business.**

I. GENERAL POLICY:

To establish policies and a basis for subsequent procedures regarding travel outside City limits for authorized activities. It is the City's policy to provide for the normal costs associated with travel for City business. Department Heads, or designees, are expected to use discretion, common sense and good business judgment when approving travel reimbursement for employees. This policy shall be administered, interpreted and implemented by the Administrative Services Director / CFO.

II. DEFINITIONS:

A. **City-Authorized Travel**: Authorized activity which causes a City Employee to travel outside the City limits on approved City business.

B. **Authorized Activities**: City-related business which has been approved by the City Manager, or his/her designee (for international travel); the Department Head, or his/her designee, or by action of the City Council.

C. **Categories of Travel**: For purposes of determining reimbursable expenses and record-keeping, City-Authorized Travel shall be comprised of the following three categories:

1. Category 1 – Local or All Day Travel – Local Travel shall be any activity which requires a commute that can be made in one business day and does not require overnight accommodations. Local travel must be approved by the Department Head, or designee, for City business only, and only when adequate funds have been budgeted and are available for this activity.

2. Category 2 – Overnight Travel – Overnight Travel shall be any travel activity which requires overnight accommodations. Overnight travel may be approved only by the Department Head, or designee (or the City Manager, or designee, for international travel); only for City business and only when adequate funds have been budgeted for the activity requested. For purposes of maximizing training, it is recognized that there may be instances where it is in the City's best interest to have an employee stay overnight even though all training can be accomplished in one day.
3. Category 3 – Emergency/Disaster Travel – Emergency/Disaster Travel shall be any travel that has resulted from a declared emergency. During such travel, an employee may experience out-of-pocket expenses. Such expenses will be reimbursed to the employee by the City, whether or not the City has been reimbursed from another governmental agency. In such cases, receipts must be submitted, and authorization for travel must be obtained from the Department Head. Please see the Emergency Management Policy for more information.

D. **Travel Forms/Procedures** – The Administrative Services Department will make travel forms available in the BEVY that must be used by all City Departments in connection with this Travel and Meeting Expense Policy.

III. **REIMBURSABLE EXPENSES:**

A. **Category 1 - Local Travel**: When local travel is approved, the following expenses will be reimbursed:

1. Mileage – When using a personal vehicle, calculate mileage reimbursement based on Administrative Regulation 3A.4, SECT. VI.

2. Fuel – When using a City-provided vehicle, the employee will ensure that the vehicle is adequately fueled prior to leaving the City.

3. Lunch or Dinner Per-Diem – When a meal is not provided as a part of the activity the City employee is attending, a lunch per-diem of $15.00 and a dinner per-diem of $25.00 shall be authorized when approved by the Department Head, or designee.

4. Registration Fees – The City will pay the employee's costs of the program, or activity, and all required or approved fees for program materials.

B. **Category 2 - Overnight Travel**: When overnight travel is approved, the following expenses will be reimbursed:

1. Transportation – Overnight travel shall be by commercial air at the lowest published airfare available for economy class. If an employee requests the use of a personal vehicle for his or her convenience, reimbursement will be for the lesser of (i) miles driven in excess of normal commute round-trip mileage between home and the primary workplace at the current IRS mileage rate or (ii) at the lowest economy-class airfare to the destination. Travel by personal vehicle requires approval from the Department Head. For more information please refer to Administrative Regulation 3A.4.

2. Airport Parking – The City will reimburse an employee for the actual cost of standard parking at parking lots for long-term travelers. At certain airports, the City may contract with certain parking lots for discounted rates. If so, employees are encouraged to use those lots when parking at the airport. If the employee chooses not to use the contracted parking lot, the employee will be reimbursed up to the actual contracted price for parking elsewhere. In all other instances, employees who choose to use short-term or valet parking will be reimbursed at the long-term rate. When a stay of an extended duration is anticipated, the employee should commute to the airport via a shuttle service rather than park at the airport.

3. Ground Transportation – The City will reimburse the employee for the cost of taxi or shuttle service between the airport to their hotel, and other taxi rides to the airport. In circumstances where lodging or restaurants are at a location different than the training or meeting facility, the City will reimburse the employee for shuttle or taxi-cab costs from their place of lodging to these other locations.

4. Rental Cars – The City will provide a rental vehicle only when alternative transportation at the travel destination is not available, or the costs are excessive, and it is pre-approved by the Department Head. The City authorizes each employee renting a vehicle to purchase the full daily rental car insurance coverage for both liability and collision offered by the rental agency. Vehicles should be refueled prior to return to the rental agency to avoid excessive charges.

5. Per-Diem – For each travel day requiring overnight stay, the City will reimburse the employee a daily per-diem based on the current IRS M&IE (Meals, Incidentals & Entertainment) per-diem rate for the respective county of the travel destination. Please refer to IRS Publication 1542 at www.irs.gov for the current Per Diem Locality Rates. **Please note, the IRS web page printout must be submitted as back-up with the** OFFICIAL TRAVEL REQUEST FOR WARRANT **to get reimbursement** (see Addendum A). A particular locality's per diem rates can be looked up by city or zip code on the U.S. General Services Administration website at http://www.gsa.gov/perdiem (see addendum B- GSA per diem rates lookup page and addendum C- per diem rate sample page for 90210). Please note, the IRS or GSA website printout must be submitted as back-up with the OFFICIAL TRAVEL REQUEST FOR WARRANT to get reimbursement. Employees may request up to one additional day of per-diem when travel is required on the day before, or after, the training or meeting. Circumstances resulting in additional cost factors will be considered on a case-by-case basis and will require expense receipts if reimbursement is approved.

   Reimbursement will not be made for items identified as being covered by the per-diem allowance. Per-diem expenses include, but are not limited to, the following items:
   i. Meals/Food
   ii. Tips and gratuities for meals.
   iii. Any incidental personal expenses.

6. Lodging – The City will provide hotel accommodations for each scheduled day of the activity or event requiring an overnight stay. Unless approved by the City Manager, overnight lodging will only be approved when the activity or event is greater than 50 miles (one-way) from both City Hall and the employee's residence. When appropriate, an additional day of accommodations may be approved by the Department Head, or designee, prior to, or following, an event or activity. Additional days will also be considered to accommodate reduced airfares.

7. Registration Fee – The City will pay the employee's costs of the event or activity and all approved fees for program materials. Books and publications received as part of the activity are considered City property.

8. Family Members – Family members may share City-paid accommodations, but the employee must pay for all other costs. The City will not pay for any travel, meal, lodging, or personal costs of family members.

IV. Per-Diem and Actual Cost Reimbursement:

Upon approval of their respective Department Head, or designee for approved travel, all employees will receive either a per-diem or a reimbursement of actual costs. Per-diem will be paid per the prescribed IRS rates based on the county of the travel destination. The IRS or GSA website printout

must be submitted listing the applicable per-diem rate. Receipts are required to obtain reimbursement for actual costs unless a City purchase card is used.

Procedures:

A. Planning Travel:

1. General Guidelines and Rules:

   a. Use the OFFICIAL TRAVEL REQUEST FOR WARRANT located at H:\Finance\AP Forms\OFFICIAL TRAVEL REQUEST FOR WARRANT.xls, or the BEVY.

   b. Identify the funding source (program and account) and obtain approval prior to departure. (i.e.: Make sure there is enough money in your budget.)

   c. You must obtain approval from your Department Head before being reimbursed for other costs for which you would like reimbursement that may not be mentioned in this policy.

   d. You should use the City Purchase Card or City Check for expenses whenever possible, including expenses for registration fees, air travel, and lodging. If you want to pay for these types of items with your own credit card (or other means), and then expect to be reimbursed, you must first obtain approval from your Department Head (or designee) in addition to all other necessary approvals.

2. Guidelines on Travel Costs for Local Travel:

   a. Meals: If a meal is not provided as part of the authorized activity, then obtain approval from your Department Head for a lunch per-diem of $15.00 and if required, a dinner per-diem of $25.00.

   b. Personal Car: Please refer to Administrative Regulation 3A.4. In general, reimbursement for mileage will be calculated at the current IRS mileage rate based on the actual miles traveled.

3. Guidelines on Travel Costs for Overnight Travel:

   a. Air: Book your reservations in advance to take advantage of reduced airfares. You will be reimbursed for commercial air travel at the lowest published fare available for economy class. Use Government and group rates when available. Non-commercial flying (including rented aircraft) may not be used by, nor reimbursed to employees at any time.

   b. Personal Car: First, get approval from the Department Head. You will be reimbursed for the amount of round-trip airfare, or the appropriate mileage, whichever is less, only if you are not receiving an "auto-allowance" as defined in Administrative Regulation 3A.4. Proof of the required auto insurance must be submitted to Risk Management before departure. Please read Administrative Regulation 3A.4 for a detailed explanation.

c. City Vehicle: If you plan on traveling in a City Vehicle, you need approval from your Department Head.

d. Conference Registration Fees: Use the OFFICIAL TRAVEL REQUEST FOR WARRANT so conference registration fees, or other meeting fees, can be paid in advance.

4. Guidelines on Methods of Pre-Payment:

a. *Methods of payment are the following*:
   i. City Credit Card
   ii. Advance Check
   iii. Regular Check
   iv. Actual Cost Reimbursement

b. *City Credit Cards*: You may not use the City credit/program cards for personal expenses.

c. *Advance Check*: An advance check is a check requested before departure to take with you to pay a vendor. While on your trip, you must keep your receipts. You can request an advanced check by completing a Request for Warrant Form located at H:\Finance\AP Forms\Request for Warrant.xls. Plan on submitting this form with enough time to process your advance check for the time you need it.

d. *Regular Check:* A regular check processed to pay a vendor for trip expenses before departure or after your return. This check gets mailed to the vendor or can be requested for pick-up. To request a regular check for travel, you must complete a Request for Warrant Form located at H:\Finance\AP Forms\Request for Warrant.xls. Plan on submitting this form with enough time to process your regular check for the time you need it.

e. *Actual Cost Reimbursement*: During planning, if you choose to receive actual cost reimbursement, and it's approved by your Department Head, or designee, keep track of your costs. You will need to complete the OFFICIAL TRAVEL REQUEST FOR WARRANT located at H:\Finance\AP Forms\OFFICIAL TRAVEL REQUEST FOR WARRANT.xls when you return and submit it to Accounts Payable in order to process the reimbursement. You must include your actual receipts and indicate the nature of the expense.

B. **While Traveling:**

1. Finances during travel:
   a. *Maintaining an Understanding*: By completing the OFFICIAL TRAVEL REQUEST FOR WARRANT, you should understand which expenses have already been paid, and which ones are eligible for reimbursement. You are expected to exercise good judgment in the type of expenses incurred while traveling. Expenses for the employee's spouse, or family members, are the employee's responsibility and will not be reimbursed by the City.

   b. *Unexpected Costs:*

i. *Incidental*: These types of expenses include the same expenses described in Section IV.B.5 of this policy. Incidentals are covered under per-diem.

ii. *Purchase of Materials related to the conference*: During a conference, you may decide to purchase materials related to the conference for future reference and education. You need to get approval first, and then submit your receipts for reimbursement with the OFFICIAL TRAVEL REQUEST FOR WARRANT.

c. *Planning for Reimbursement:* Reimbursement is based on proof of payment. Receipts, invoices and other types of documentation will be required for obtaining reimbursement. Therefore, plan accordingly.

C. **After Traveling:**

1. Wrapping up:

a. General Guidelines and Rules:

i. *Getting Reimbursed*: To be reimbursed for expenses, complete the "OFFICIAL TRAVEL REQUEST FOR WARRANT" and submit the form to Accounts Payable within 14 days of the last day of the travel. Attach a signed copy of the OFFICIAL TRAVEL REQUEST FOR WARRANT and include all receipts. Failure to attach a complete package will delay any reimbursement and could possibly void any reimbursement claims.

ii. If an "OFFICIAL TRAVEL REQUEST FOR WARRANT" is not completed after six (6) months from traveling, reimbursements will not be given.

iii. *Deviations*: The Administrative Services Director / CFO is responsible, in his/her judgment, to report any significant differences between the estimated and actual costs of travel to the appropriate Department Head, and/or the City Manager, and shall have the authority to disapprove any reimbursement claim.

iv. *Advances:* If your advance check was for an amount greater than the costs of your trip, then you must refund the difference to the City within seven (7) days of your return. If the amount advanced did not meet the costs of the travel, a reimbursement check shall be issued to you by submitting the OFFICIAL TRAVEL REQUEST FOR WARRANT.

v. *Conference Materials*: City employees, who attend conferences or seminars, are encouraged to bring back all relevant materials from these events and share experiences, materials, procedures, etc., with fellow staff.

3/29/12 — Scott G. Miller, Chief Financial Officer, Director of Administrative Services — Date

3-29-12 — Jeffrey A. Kolin, City Manager — Date

ADDENDUM A

Table 3. **Maximum Federal Per Diem Rates (Effective October 1, 2010 – September 30, 2011)[1]**

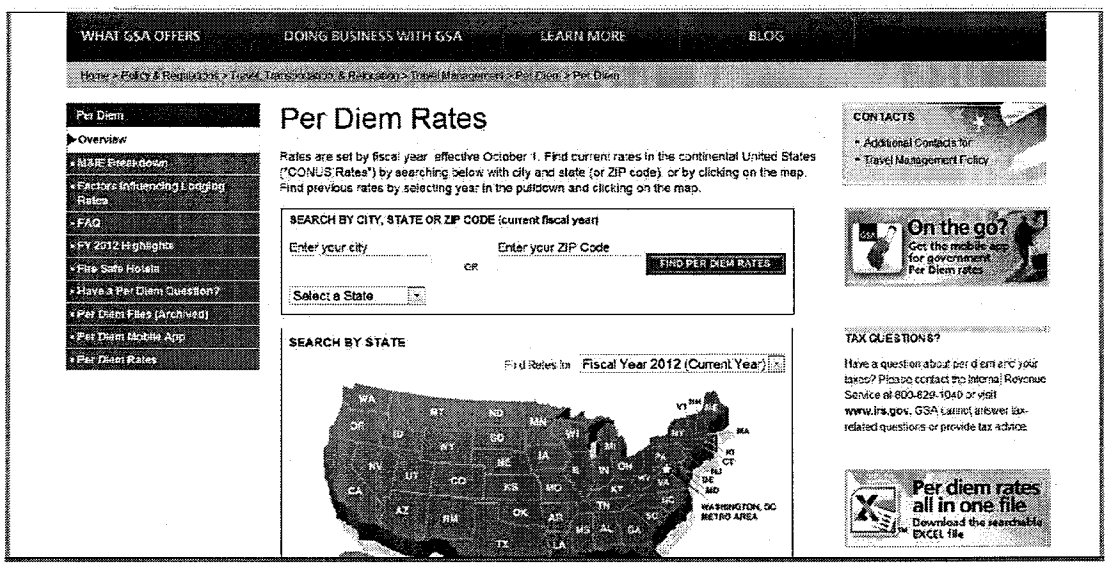
Note: The standard rate of $123 ($77 for lodging and $46 for M&IE) applies to all locations within the continental United States (CONUS) not specifically listed below or encompassed by the boundary definition of a listed point. However, the standard CONUS rate applies to all locations within CONUS, including those defined below, for certain relocation allowances. (See parts 302-2, 302-4, and 302-5 of 41 CFR.)

Table 4 lists all per diem rates alphabetically by state abbreviation. Click on a link below to find rates for your state:
Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming

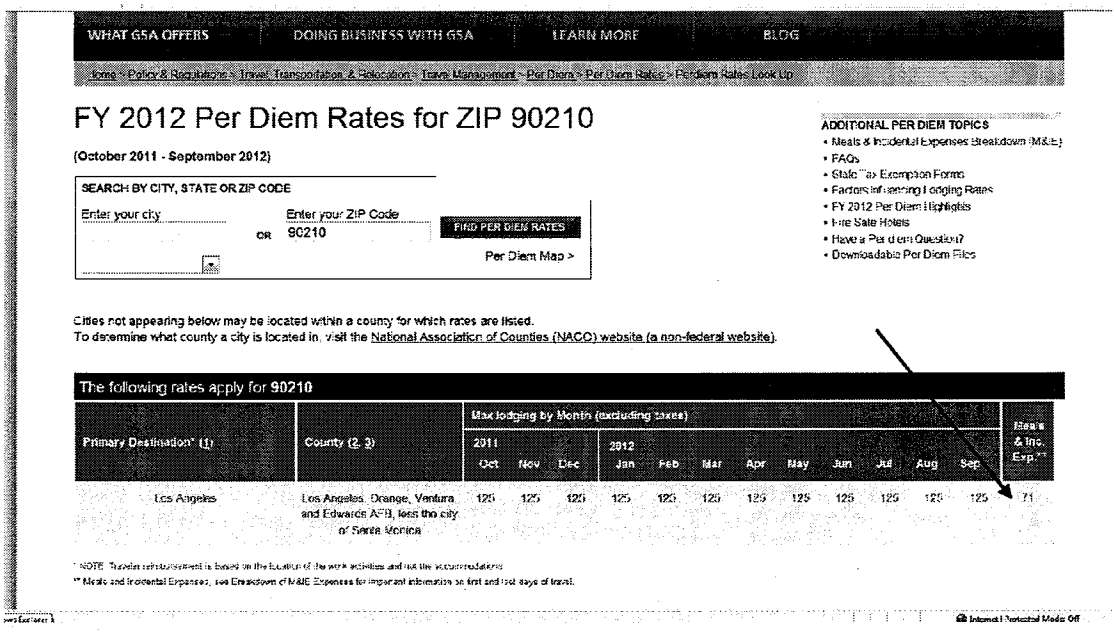
Per Diem Locality				Computing Maximum Rate		
State	Key City[2]	County and/or Other Defined Location[3,4]	Effective Dates	Maximum Lodging Rate	M&IE Rate	Maximum Per Diem Rate
AL	Birmingham	Jefferson, Shelby	All year	$ 88	$56	$144
	Gulf Shores	Baldwin	1/1 - 5/31 6/1 - 7/31 8/1 - 12/31	101 126 101	51 51 51	152 177 152
	Huntsville	Madison, Limestone	All year	86	51	137
	Mobile	Mobile	1/1 - 2/28 3/1 - 12/31	98 90	51 51	149 141
AR	Hot Springs	Garland	All year	101	46	147
	Little Rock	Pulaski	All year	88	61	149
AZ	Grand Canyon, Flagstaff	Coconino (except city limits of Sedona), Yavapai	1/1 - 2/28 3/1 - 10/31 11/1 - 12/31	77 95 77	66 66 66	143 161 143
	Kayenta	Navajo	1/1 - 4/30 5/1 - 9/30 10/1 - 12/31	77 89 77	46 46 46	123 135 123
	Phoenix, Scottsdale	Maricopa	1/1 - 5/31 6/1 - 8/31 9/1 - 12/31	126 81 106	71 71 71	197 152 177
	Sedona	City limits of Sedona	1/1 - 2/28 3/1 - 4/30 5/1 - 12/31	129 145 129	66 66 66	195 211 195
	Sierra Vista	Cochise	All year	81	46	127
	Tucson	Pima	1/1 - 1/31 2/1 - 5/31 6/1 - 8/31 9/1 - 12/31	93 111 77 93	56 56 56 56	149 167 133 149
	Yuma	Yuma	All year	81	46	127
CA	Antioch, Brentwood, Concord	Contra Costa	All year	101	66	167
	Barstow, Ontario, Victorville	San Bernardino	Before 4/01/11 After 3/31/11	83 99	56 56	139 155
	Benicia, Dixon, Fairfield	Solano	All year	84	56	140
	Death Valley	Inyo	All year	92	46	138
	Eureka, Arcata, McKinleyville	Humboldt	1/1 - 5/31 6/1 - 8/31 9/1 - 12/31	82 92 82	61 61 61	143 153 143
	Fresno	Fresno	All year	91	61	152
	Los Angeles	Los Angeles (except the city of Santa Monica), Orange, Ventura; Edwards AFB	All year	123	71	194
	Mammoth Lakes	Mono	All year	116	61	177

Page 8 **Publication 1542 (October 2011)**

ADDENDUM B


WHAT GSA OFFERS
DOING BUSINESS WITH GSA
LEARN MORE
BLOG
Per Diem
Overview
M&IE Breakdown
Factors Influencing Lodging Rates
FAQ
FY 2012 Highlights
Fire Safe Hotels
Have a Per Diem Question?
Per Diem Files (Archived)
Per Diem Mobile App
Per Diem Rates
Per Diem Rates
Rates are set by fiscal year, effective October 1. Find current rates in the continental United States ("CONUS Rates") by searching below with city and state (or ZIP code), or by clicking on the map. Find previous rates by selecting year in the pulldown and clicking on the map.
SEARCH BY CITY, STATE OR ZIP CODE (current fiscal year)
Enter your city
OR
Enter your ZIP Code
FIND PER DIEM RATES
Select a State
SEARCH BY STATE
Fiscal Year 2012 (Current Year)
CONTACTS
Additional Contacts for
Travel Management Policy
On the go?
Get the mobile app for government Per Diem rates
TAX QUESTIONS?
Have a question about per diem and your taxes? Please contact the Internal Revenue Service at 800-829-1040 or visit www.irs.gov. GSA cannot answer tax-related questions or provide tax advice.
Per diem rates all in one file
Download the searchable EXCEL file

ADDENDUM C


WHAT GSA OFFERS
DOING BUSINESS WITH GSA
LEARN MORE
BLOG
FY 2012 Per Diem Rates for ZIP 90210
(October 2011 - September 2012)
SEARCH BY CITY, STATE OR ZIP CODE
Enter your city
OR
Enter your ZIP Code
90210
FIND PER DIEM RATES
Per Diem Map >
ADDITIONAL PER DIEM TOPICS
Meals & Incidental Expenses (Breakdown M&IE)
FAQs
State Tax Exemption Forms
Factors Influencing Lodging Rates
FY 2012 Per Diem Highlights
Fire Safe Hotels
Have a Per Diem Question?
Downloadable Per Diem Files
Cities not appearing below may be located within a county for which rates are listed.
To determine what county a city is located in, visit the National Association of Counties (NACO) website (a non-federal website).
The following rates apply for 90210
Primary Destination* (1)
County (2, 3)
Max lodging by Month (excluding taxes)
2011
2012
Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep
Meals & Inc. Exp**
Los Angeles
Los Angeles, Orange, Ventura and Edwards AFB, less the city of Santa Monica
125 125 125 125 125 125 125 125 125 125 125 125
71

CERTIFICATE OF INSURANCE

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

NAMED INSURED

ADDRESS

COMPANIES AFFORDING COVERAGE

A.
B.
C.

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	LIMITS B.I.	P.D.	AGGREGATE
	☐ **AUTOMOBILE LIABILITY** ☐ **GENERAL LIABILITY** ☐ PRODUCTS/COMPLETED OPERATIONS ☐ BLANKET CONTRACTUAL ☐ VENDOR'S PROTECTIVE ☐ PERSONAL INJURY ☐ EXCESS LIABILITY ☐ **WORKERS' 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: _____

_____ _____

RM02.DOC REVISED 10/14/96.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/07/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER
Marsh Risk & Insurance Services
17901 Von Karman Avenue,Suite 1100
(949) 399-5800
License #0437153
Irvine, CA 92614
J17700-ESRI-GAWUE-12-13

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Co. Of America	25674
INSURER B : Travelers Indemnity Co Of CT	25682
INSURER C : St. Paul Fire & Marine Ins Co	24767
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Environmental Systems
Research Institute, Inc.
380 New York Street
Redlands, CA 92373

COVERAGES **CERTIFICATE NUMBER:** LOS-001559199-01 **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		6600130P85A	12/15/2012	12/15/2013	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 10,000
	X BLANKET CONTRACTUAL						PERSONAL & ADV INJURY	$ 1,000,000
	X OWNERS & CONTRACTORS						GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X POLICY PRO-JECT LOC							$
B	AUTOMOBILE LIABILITY			BA3167P651	12/15/2012	12/15/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							COMP/COLL DEDS:	$ 1,000
C	X UMBRELLA LIAB / X OCCUR			ZUP12N9692A12NF	12/15/2012	12/15/2013	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		HJUB8A84328712	12/15/2012	12/15/2013	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Errors & Omissions Claims Made			ZPL14T59262	12/15/2012	12/15/2013	Limit	1,000,000
	Retro Date 7/16/1987						Deductible	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Beverly Hills is included as Additional Insured as their interest may appear, per written contract with the named. Primary wording applies per written contract.
Subject to policy terms, conditions, limitations and exclusions.

CERTIFICATE HOLDER

City of Beverly Hills,
IT Dept.
9355 Civic Center Drive, Level B
Beverly Hills, CA 90210

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services
John Graef

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