



AGENDA REPORT

Meeting Date: December 1, 2015
Item Number: D-8
To: Honorable Mayor & City Council
From: David Schirmer, Chief Information Officer
Subject: AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND APACE SYSTEMS CORPORATION FOR REPLACEMENT OF THE NETWORK STORAGE SYSTEM FOR THE CABLE TELEVISION DIVISION AND RELATED SERVICES

Attachments: 1. Agreement

RECOMMENDATION

Staff recommends that the City Council approve an agreement with Apace Systems Corporation for replacement of the Video Storage System for the Cable Television Division and approve a purchase order in an amount not to exceed \$135,000.00 including \$128,898.55 for system replacement, and not to exceed \$6,101.45 in contingency.

INTRODUCTION

The project provides for the planned replacement of the City's Cable Television video storage system that has reached end of life. This anticipated replacement purchase is part of the Cable Television CIP program and is being funded with Public, Education, and Government (PEG) proceeds.

DISCUSSION

The existing video storage infrastructure in the City's television facility supports centralized video editing and data management, on-air playback of programs and archival storage for all footage and programs relating to services provided by the Cable Television Division, including City Council and Commission meetings, and

fiber optic file-sharing capabilities between the City's television control room at City Hall and the television facility at 331 North Foothill Road.

The current network storage system used by the department is manufactured and supported by Apace Systems Corporation. As a result of the current systems reaching the end of their service life, and due to the continued growth of acquired data by the functions of the department, the aging components require replacement at this time to ensure continuity of services.

In addition to performance and storage capacity increases compared to current systems, the replacement system and services included in this project offer:

- a) Expanded storage from 32 terabytes to 122 terabytes usable capacity
- b) Upgrade 1 Gigabit to 10 Gigabit Ethernet connectivity to City's network
- c) Solid State Drive caching for increased performance
- d) Centralized data management and protection
- e) Data migration services from current system
- f) On-site integration and training
- g) Three years total support and service for hardware and software systems

Staff conducted cost-benefit analysis and concluded that replacement of the current video storage system requires components be as-specified for compatibility with the existing infrastructure. The Cable Television Division and Information Technology Department have performed a thorough review of this video storage system replacement solution offered by Apace Systems Corporation to ensure that all required functionality is included and that the engagement remains within the projected CIP budget for the project. Additionally, staff evaluated alternatives to a refresh of the existing system including a separate network storage solution from other vendors, including IBM, and a 'forklift' replacement of the entire video storage and management infrastructure from Grass Valley. In all cases the Apace solution proved to be the most cost effective, while at the same time providing necessary functionality.

Based on the multi-discipline assessment and review of this solution, and a better than satisfactory experience with Apace's current systems and support, staff recommends that the City Council approve the agreement with Apace Systems Corporation for immediate replacement of the Cable Television Division's Network Storage Systems.

FISCAL IMPACT

The total cost of the hardware and software upgrades and system enhancements for the Network Storage System is \$135,000 which includes \$19,200 for three years of hardware and software support and service and up to \$6,101.45 in contingency funds.

This anticipated replacement purchase is part of the Cable Television CIP program and is being funded with Public, Education, and Government (PEG) proceeds. Funds were already appropriated by Council and are included in the FY2015/2016 Capital Project Budget.

Funds for this project are provided as follows:

Project	Program	Account #	Description of Fund Source/Account #	Amount
00901	42000901	850000	Video Production Equipment Replacement	\$135,000.00

Noel Marquis
Finance Approval

David Schirmer
Approved By

Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
APACE SYSTEMS CORPORATION FOR REPLACEMENT OF THE
NETWORK STORAGE SYSTEM FOR THE CABLE TELEVISION
DIVISION AND RELATED SERVICES

NAME OF CONTRACTOR: Apace Systems Corporation

RESPONSIBLE PRINCIPAL OF CONTRACTOR: JeanClaude Toma

CONTRACTOR'S ADDRESS: 2488 N. Glassell St.
Orange, CA 92865

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

COMMENCEMENT DATE: January 1, 2016

TERMINATION DATE: April 30, 2019

CONSIDERATION: An amount not to exceed \$135,000.00 including
\$128,898.55 for system replacement, and not to exceed
\$6,101.45 in contingency, as set forth in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
APACE SYSTEMS CORPORATION FOR REPLACEMENT OF THE
NETWORK STORAGE SYSTEM FOR THE CABLE TELEVISION
DIVISION AND RELATED SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills, a municipal corporation (hereinafter called "CITY"), and Apace Systems Corporation, a Delaware corporation (hereinafter called "CONTRACTOR").

RECITALS

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

B. CONTRACTOR 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. CONTRACTOR's Services. CONTRACTOR shall perform the Services as 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. CONTRACTOR shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY. CONTRACTOR shall complete the performance of services by the Termination Date set forth above.

Section 3. Compensation. CITY agrees to compensate CONTRACTOR and CONTRACTOR agrees to accept in full satisfaction for such services required by this Agreement, the Consideration set forth above and more particularly described in Exhibit B, ("Schedule and Rates of Payment"), attached hereto and incorporated herein by this reference. Said Consideration shall constitute reimbursement of CONTRACTOR'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).

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

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

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

Section 7. Responsible Principal(s).

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

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

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

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

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

Section 11. Insurance.

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

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

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

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

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

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

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

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

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

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

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five (5) days written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.

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

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

Section 15. 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 16. 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 17. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 18. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

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

Section 20. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 21. 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 _____ 2015, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

JULIAN A. GOLD, M.D.
Mayor of the City of Beverly Hills, California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

CONTRACTOR:
APACE SYSTEMS CORPORATION

JEANCLAUDE TOMA
Executive Vice President

LEE HU
Chief Financial Officer



APPROVED AS TO FORM:

DAVID M. SNOW
Interim City Attorney

APPROVED AS TO CONTENT:

MAHDI ALUZRI
City Manager

DAVID SCHIRMER
Chief Information Officer

KARL KIRKMAN
Risk Manager

EXHIBIT A
SCOPE OF WORK

CONTRACTOR shall provide replacement of Cable Television Division's network-attached storage or "VStor" located at 331 N. Foothill Road, Suite 470, Beverly Hills, CA 90210.

TASK 1: Project Management

CONTRACTOR shall provide project management for the entire term of this Agreement, including, but not limited to coordinating site meetings, ensuring timely procurement of all equipment and supplies, successful system fabrication, installation, testing, commissioning, programming, training and warranty for a full turnkey deliverable to CITY.

CONTRACTOR's designated Project Manager shall ensure that all project tasks are completed according to the established schedule upon project kick-off, that all current system functionality remains available based on CITY's requirements for Cable Television workgroup editors, and that all complete documentation is provided to CITY in a timely manner.

TASK 2: Pre-Install Site Visit

CONTRACTOR shall conduct a site visit prior to install and coordinate any network layouts at a time that is convenient to CITY.

CONTRACTOR will provide all equipment and services related to provision, installation, configuration and integration of the storage system for the Cable Television Division.

TASK 3: Installation

CONTRACTOR shall provide all equipment and services related to provision, installation, configuration and integration of the following components in Cable Televisions division.

- a) Provide new Apace vStor, V40 series, 4U rack-mount, 24 bay, dual array, offering 4TB drive x 10 bay x 2 arrays of 80TB HDD raw and one hot spare per HDD array and 56TB net usable Raid-6, 500GB SSD x 4 bay offering 2TB of SSD as front end cache, Quad 10GE SFP+(SR), six GE, redundant power supply. Power budget per system is 1100 WATTS, Primary use for Edit, support for 40 DVcPro-HD concurrent stream support per system. Total of 122TB net usable. Four independent HDD arrays clustered between two systems. SSD write through cache front ending each HDD array per system.
- b) 4TB s-ATAII + tray certified by CONTRACTOR.
- c) SSD 500GB + tray certified by CONTRACTOR.
- d) 3 Meter LC-LC multi-mode 10GE for systems and system to switch 10GE SFP-(SR) short haul Fibre connectivity.
- e) Cluster File Manager (CFM) for intra array data migration and backup.

- f) Folder Structure private search and file integrity check for two 4U vStors.

TASK 4: Data Migration

CONTRACTOR shall facilitate and verify data migration from old vStors to new 4U vStors.

CONTRACTOR shall run data migration software, Cluster File Manager (CFM) for intra-array data migration and backup.

CONTRACTOR shall monitor migration and run file integrity check for two 4U vStors.

CONTRACTOR shall ensure data is fully migrated and all files are present on new storage devices.

TASK 5: Testing

CONTRACTOR shall work with CITY to develop and conduct all necessary testing of the equipment, systems components and overall systems to ensure full functionality and integration of the upgrades with CITY's existing systems, and to ensure that the upgrades system functions according to the published specifications.

TASK 6: Training

CONTRACTOR shall work with CITY to develop an appropriate training schedule for system administrators / users as identified by CITY, and shall provide all documentation to CITY related to the training sessions as detailed below.

- a) CONTRACTOR shall provide training for all AV technicians assigned by CITY. The training shall be complete for all systems, equipment and devices furnished within the scope of this project.
- b) The training shall be provided by a qualified systems engineer on all systems and equipment, and shall include all instruction, troubleshooting, tools, and equipment necessary for, service, maintenance, and programming of the equipment and devices.

TASK 7: Warranty Support

CONTRACTOR shall provide system warranty for materials and workmanship for a period of thirty-six (36) months from substantial completion and CITY's acceptance of the Services under this Agreement as detailed below.

- a) Provide support for all hardware and associated software, including operating system and any other firmware directly related to the functionality of CONTRACTOR's products.
- b) Provide support for equipment failures and diagnosis of the problems with CONTRACTOR's products.
- c) Respond within 24 hours via phone, e-mail, or remote VPN (or any internet equivalent IP access) to review and assess reported issue(s).

- d) If problem cannot be repaired within 48 hours of report of failure, CONTRACTOR shall dispatch a technician to CITY's site.
- e) Repair and/or replace any potential system failure in the field. CONTRACTOR may require system to be sent back to factory for repair.
- f) Address compatibility with other hardware and/or software in the field without guarantee of interoperability for all products and services.
- g) Service hours are Monday through Friday from 9:00AM to 6:00PM. Any weekend issues will be addressed by the following Monday.

Additionally, CONTRACTOR shall activate all manufacturers' equipment warranties in Owner's name to commence on the date of system acceptance.

- a) *Warranty Operations:* CONTRACTOR shall provide CITY with a single telephone number for initiation of warranty services for both normal working hours and non-standard working hours. In the event of a system malfunction, the pre-designated CITY representative(s) will call the CONTRACTOR's warranty service telephone number and request service. CONTRACTOR shall respond to CITY's initial service request by telephone within twenty-four (24) hour's. CONTRACTOR's initial response shall consist of qualified personnel calling CITY's facility and reviewing the service request. CONTRACTOR's service personnel shall then initiate a program of repair to correct the service problem as requested by CITY.
- b) *Warranty Coverage:* Component warranty service shall apply to repairs made necessary by normal component wear and proper component usage, as well as integration of the components with existing CITY network systems. The warranty service does not apply to any CITY furnished equipment and labor.
- c) *Temporary Equipment:* CONTRACTOR shall provide and operate, without claim for additional cost or time, temporary equipment and/or systems to provide reasonably equivalent function, as determined by CITY, as necessary to ensure business continuity and full functionality of the systems during any warranty services provided, and shall thereafter, remove such temporary equipment. Transportation of warranty substitutes, or test systems, equipment, devices material, parts and personnel to and from the jobsite shall be provided at no expense to the Owner during the warranty period.

TASK 8: System Acceptance

CITY shall issue acceptance of the project upon substantial completion of the Services under this Agreement. Substantial completion shall mean that all tests have been successfully completed, all critical errors have been corrected, and that the System functions according to the published specifications along with any integration of new System components with existing network components. Such acceptance shall not be unreasonably withheld.

EXHIBIT B

SCHEDULE AND RATES OF PAYMENT

CITY shall pay CONTRACTOR an amount not to exceed One Hundred Thirty-Five Thousand Dollars (\$135,000.00) including \$128,898.55 for the replacement system including hardware, software, equipment and services and a contingency for additional services not to exceed \$6,101.45 as detailed below and in the quote attached as Attachment 1 to this Exhibit.

DESCRIPTION	AMOUNT
Apace Dual cluster Hybrid SSD/HDD 80TB 4U vStor with 2TB SSD Cache per system (t)	\$95,000.00
Parts (t)	\$595.00
File Integrity check with discount	\$1,000.00
Data Migration service from two old vStors to single new vStor units	\$3,000.00
Onsite-Delivery/ Installation and Training One Day	\$1,500.00
Two year service "hardware and software" contract at 10% per year cost of purchase for year two and year three. First year coverage included in price via system warranty.	\$19,200.00
Sales Tax (9%)	\$8603.55
Contingency	\$6,101.45
TOTAL:	\$135,000.00

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

**ATTACHMENT 1 TO
EXHIBIT B**

Dual cluster Hybrid SSD/HDD 80TB 4U vStor with 2TB SSD Cache per system Online edit in place storage, software, needed Peripherals and spare parts:

<u>Part no:</u>	<u>Unit</u>	<u>Unit (US\$)</u>	(US\$) <u>Extended Price</u>	<u>Description</u>
V40-4U80TS-c	2	\$47,500	\$ 95,000.00	Apace vStor, V40 series, 4U rack-mount, 24 bay, dual array, offering 4TB drive x 10 bay x 2 arrays of 80TB HDD raw and one hot spare per HDD array and 56TB net usable Raid-6, 500GB SSD x 4 bay offering 2TB of SSD as front end cache, Quad 10GE SFP+(SR), six GE, redundant power supply. Power budget per system is 1100 WATTS, Primary use for Edit, support for 40 DVcPro-HD concurrent stream support per system. Total of 122TB net usable. Four independent HDD arrays clustered between two systems. SSD write through cache front ending each HDD array per system.
SP-HD4000	2	\$ included	\$ included	4TB s-ATAII + tray certified by Apace
SP-SSD500	2	\$ included	\$ included	SSD 500GB + tray certified by Apace
OP-SFP+-cbl-3m	7	\$ 85	\$ 595.00	3 Meter LC-LC multi-mode 10GE for systems and system to switch 10GE SFP-(SR) short haul Fibre connectivity
TOTAL PRODUCT:			\$95,595.00	
CFM-4U	2	\$ 3,500	\$ 7,000.00	Cluster file Manager for intra array data Migration and backup
AP-Adj	2	(\$ 3,500)	(\$ 7,000.00)	Clustering software included
AP-Finder-4U	2	\$ 4,000	\$ 8,000.00	Folder Structure private search and File integrity check for two 4U vStors
Ap-Adj	2	(\$ 3,500)	(\$ 7,000.00)	Existing System credit for repeat customer

Ap-SRV- Migration	2	\$ 1,500	\$ 3,000.00	Data migration service from two old vStors to single new vStor units.
AP-PSG	1	\$1,500	\$ 1,500.00	Onsite-delivery/installation and training One day
Mnt-srvc- 4U-1Yr-c	2	\$9,600	\$19,200.00	Two year service “hardware and software” contract at 10% per year cost of purchase For year two and year three. First year coverage included In price via system warranty.

Total service \$24,700.00

Summary:

Total Product \$95,595.00

Applicable sales Tax @ 9% \$ 8,603.55

Total Service \$24,700.00

Grand Total \$128,898.55

Contingency: an amount not to exceed. As agreed upon by the parties in writing \$6,101.45

EXHIBIT C

CERTIFICATE OF INSURANCE

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

NAMED INSURED

COMPANIES AFFORDING COVERAGE

ADDRESS

- A.
- B.
- C.

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

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

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

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

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

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

DATE : _____ BY : _____

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

