



AGENDA REPORT

Meeting Date: June 21, 2016
Item Number: E-15
To: Honorable Mayor & City Council
From: Nicole McClinton, Senior Management Analyst
David Schirmer, Chief Information Officer
Subject: AGREEMENTS WITH **VARIOUS VENDORS** FOR PROVISION OF ANNUAL SERVICES FOR THE INFORMATION TECHNOLOGY DEPARTMENT; AND
APPROVAL OF BLANKET PURCHASE ORDERS FOR EQUIPMENT AND SERVICES IN THE TOTAL NOT-TO-EXCEED AMOUNT OF \$2,385,000.00

Attachments: 1. Agreements
2. Exhibit A

RECOMMENDATION

Staff recommends that the City Council move to approve the agreements with Berkone, Inc., Environmental Systems Research Institute, Inc., First Tek, Inc., Mainline Information Systems, Inc., Optiv Security Inc., Quartic Solutions, LLC and Towne Communications DBA Synectic, and approve annual blanket purchase orders identified in Exhibit A in the total amount of \$2,385,000.00.

INTRODUCTION

This report seeks City Council approval of annual blanket purchase orders (BPO's) for critical Information Technology systems and services. The remaining IT BPO's are included in the purchasing agenda presented by Finance.

DISCUSSION

The City issues BPO's to vendors who provide goods and services to City departments throughout the fiscal year. By issuing these vendors one purchase order rather than several, the City increases efficiency and saves money by taking advantage of government contract pricing.

This report includes agreements and BPO's which are critical for Public Safety and / or important for citywide business continuity. This includes automated license plate recognition services and support, document imaging and records management initiatives, eGov development for customer service systems, and telecommunications upgrades for customer service systems..

- **BerkOne** – Services related to the City's document imaging and records management initiatives to ensure transparency and availability of all public records.
- **ESRI / Quartic Solutions** – GIS development and support for enterprise GIS applications.
- **First Tek** – Egov development and support, general systems support, and document imaging project management services.
- **Mainline Information Systems** – Community Video Security systems services, support and equipment.
- **Optiv Security** – Network and network security services.
- **Synectic** – Telephone system maintenance and support.

These agreements and BPO's are needed immediately at the beginning of the new fiscal year to ensure ongoing operations for critical systems and business activities as detailed above.

FISCAL IMPACT

Funds for each of the BPO's requested in Exhibit A have been approved in the Fiscal Year 2016/2017 budget. The total amount requested in this report is \$2,385,000.00.



Noel Marquis
Finance Approval



David Schirmer
Approved By

Attachment 1

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND BERKONE, INC, DBA BERKHEIMER ONESOURCE FOR EMC DOCUMENTUM APPLICATIONXTENDER SUPPORT AND SERVICES RELATED TO THE CITY'S DOCUMENT AND RECORDS MANAGEMENT SYSTEM

NAME OF CONSULTANT: BerkOne, Inc. DBA Berkheimer OneSource

RESPONSIBLE PRINCIPAL OF CONSULTANT: Victor Flores, Senior Director of Business Development

CONSULTANT'S ADDRESS: 1530 Valley Center Parkway, Suite 200
Bethlehem, PA 18017

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, 2015

TERMINATION DATE: June 30, 2018, unless sooner terminated pursuant to Section 13 of the Agreement

CONSIDERATION: Original Agreement: Not to exceed \$150,000 annually based on the costs set forth in Exhibit B
Amendment No. 1: Not to exceed \$410,000 annually based on the costs set forth in Exhibit B for a total 3-year not-to-exceed amount of \$970,000

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND BERKONE, INC, DBA BERKHEIMER ONESOURCE FOR EMC DOCUMENTUM APPLICATIONXTENDER SUPPORT AND SERVICES RELATED TO THE CITY'S DOCUMENT AND RECORDS MANAGEMENT SYSTEM

This Amendment No. 1 is to that certain Agreement between the City of Beverly Hills (hereinafter called "City"), and BerkOne, Inc, dba Berkheimer OneSource (hereinafter called "Consultant") dated July 21, 2015 and identified as Contract No. 360-15, the "Agreement".

RECITALS

A. On July 21, 2015, City entered into an Agreement with Consultant for EMC Documentum ApplicationXtender support and services related to the City's Document and Records Management system for the City, as described more fully in the Agreement.

B. City and Consultant desire to amend the Agreement to add additional digitization projects and increase the Consideration.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

Section 1. The CONSIDERATION is hereby amended as set forth above.

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

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

CITY OF BEVERLY HILLS
A Municipal Corporation

JOHN A. MIRISCH
Mayor of the City of Beverly Hills

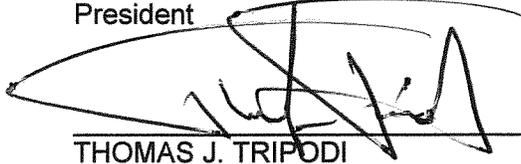
ATTEST:

BYRON POPE
City Clerk

CONSULTANT:
BERKONE, INC, DBA BERKHEIMER
ONESOURCE

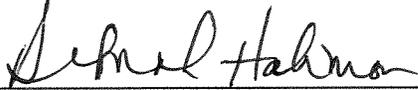


TIM M. FEHR
President



THOMAS J. TRIPODI
Vice President

APPROVED AS TO FORM:



LAURENCE S. WEINER
City Attorney

APPROVED AS TO CONTENT:

MAHDI ALUZRI
City Manager



DAVID SCHIRMER
Chief Information Officer



KARL KIRKMAN
Risk Manager

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: Bruce Rowland, Program Manager

CONSULTANT'S ADDRESS: 380 New York Street
Redlands, CA 92373-8100
Attention: Bruce Rowland

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, 2016

TERMINATION DATE: June 30, 2017

CONSIDERATION: Not to exceed \$125,000 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, 2016 and shall terminate on June 30, 2017.

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 Agreement 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

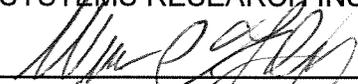
JOHN A. MIRISCH
Mayor of the City of Beverly Hills, California

ATTEST:

BYRON POPE
City Clerk

[Signatures continue]

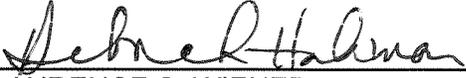
CONSULTANT: ENVIRONMENTAL
SYSTEMS RESEARCH INSTITUTE, INC.



WILLIAM C. FLEMING
Managing Business Attorney

[Signatures continue]

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

MAHDI ALUZRI
City Manager



DAVID SCHIRMER
Chief Information Officer



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF WORK

CONSULTANT shall provide CITY up to 500 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 shall include:

- Geospatial development and usability enhancement support for mobile, browser, standalone applications and processes.
- Enterprise GIS database and infrastructure support to optimize and accommodate the requirements of new workflows.
- As needed technical support for CITY's existing and new best of breed geospatial technology implementation.
- Provide GIS design and development services to enhance and upgrade the CITY's permit and planning application system (CitySmart).

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 (Attachment 2 to Exhibit B).

All work shall 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 and any changes which require an increase in compensation shall be approved by written amendment between the parties..

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

For Services provided during the term of the Agreement, CONSULTANT shall be paid at the hourly rates set forth in CONSULTANT's 2016 and 2017 Rate Schedule attached hereto as Attachment 1 to this Exhibit B. In no event shall the total compensation exceed \$125,000. CONSULTANT anticipates using staff from the GIS Consultant/Project Manager, Senior GIS Consultant/Project Manager, GIS Technical Specialist/Engineer, GIS System/Software Developer, 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. CONSULTANT may modify the Rate Schedule as described in Attachment 1 to Exhibit B.

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 not to exceed ("NTE") budget, 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 by written amendment between the parties; 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.

ATTACHMENT 1 TO EXHIBIT B

RATE SCHEDULE

Hourly time and materials labor rates have been provided for each labor category from January 1, 2016 to the end of the calendar year 2016, and from January 1, 2017 to the end of the calendar year 2017. Other direct costs, such as travel, reproduction, subcontractor, telecommunication/freight, or materials, will be charged a material handling fee and invoiced.

Labor Category	2016	2017
GIS Technical Specialist/Engineer (SI)	\$213	\$222
GIS System/Software Developer (S2)	\$275	\$286
Sr. GIS System/Software Architect (S3)	\$337	\$350
GIS Consultant/Project Manager (M1)	\$259	\$269
Sr. GIS/Consultant/Project Manager (M2)	\$326	\$339
Principal/GIS Consultant/Prog. Manager (M3)	\$430	\$447
GIS Database Specialist/Analyst (DB)	\$180	\$187



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:*

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](#)

State	Key City ²	County and/or Other Defined Location ^{1,4}	Effective Dates	Computing Maximum Rate		
				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	101	51	152
			6/1 - 7/31	126	51	177
			8/1 - 12/31	101	51	152
	Huntsville	Madison, Limestone	All year	86	51	137
Mobile	Mobile	1/1 - 2/28	98	51	149	
		3/1 - 12/31	90	51	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	77	66	143
			3/1 - 10/31	95	66	161
			11/1 - 12/31	77	66	143
	Kayenta	Navajo	1/1 - 4/30	77	46	123
			5/1 - 9/30	89	46	135
			10/1 - 12/31	77	46	123
	Phoenix, Scottsdale	Maricopa	1/1 - 5/31	126	71	197
			6/1 - 8/31	81	71	152
			9/1 - 12/31	108	71	177
	Sedona	City limits of Sedona	1/1 - 2/28	129	66	195
3/1 - 4/30			145	66	211	
5/1 - 12/31			129	66	195	
Sierra Vista	Cochise	All year	81	46	127	
Tucson	Pima	1/1 - 1/31	93	56	149	
		2/1 - 5/31	111	56	167	
		6/1 - 8/31	77	56	133	
		9/1 - 12/31	93	56	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	83	56	139
			After 3/31/11	99	56	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	82	61	143
			6/1 - 8/31	92	61	153
			9/1 - 12/31	82	61	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	

ADDENDUM B

WHAT GSA OFFERS DOING BUSINESS WITH GSA LEARN MORE BLOG

Home > Policy & Regulations > Travel, Transportation & Relocation > Travel Management > Per Diem > Per Diem

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: _____ Enter your ZIP Code: _____

OR

Select a State: [v] [] **FIND PER DIEM RATES**

SEARCH BY STATE

Find Rates for: 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

Home > Policy & Regulations > Travel, Transportation & Relocation > Travel Management > Per Diem > Per Diem Rates > Per Diem Rates Look Up

FY 2012 Per Diem Rates for ZIP 90210

(October 2011 - September 2012)

SEARCH BY CITY, STATE OR ZIP CODE

Enter your city: _____ Enter your ZIP Code: **90210**

OR

FIND PER DIEM RATES

Per Diem Map >

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](http://www.naco.org) (a non-federal website).

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

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	125	71

* NOTE: Travel reimbursement is based on the location of the work activities and not the accommodation.

** Meals and Incidental Expenses: see Breakdown of M&IE Expenses for important information on first and last days of travel.



**EXHIBIT C
CERTIFICATE OF INSURANCE**

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

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

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

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

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

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

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

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

DATE: _____

BY: _____
Authorized Insurance Representative

AGENCY: _____

TITLE: _____

ADDRESS: _____

RM02.DOC REVISED 10/14/96.

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

NAME OF CONSULTANT:	First Tek, Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Phani Vippaheli Account Manager
CONSULTANT'S ADDRESS:	1551 S. Washington Ave., Suite 402A Piscataway, New Jersey 08854
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, 2016
TERMINATION DATE:	June 30, 2017
CONSIDERATION:	Not to exceed \$335,000.00 based on the rates set forth in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND FIRST
TEK, 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 First Tek, 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, 2016 and shall terminate on June 30, 2017.

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

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

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

BYRON POPE
City Clerk

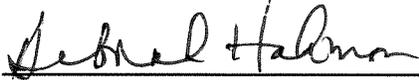
CONSULTANT: FIRST TEK, INC.

SATYAKUMAR BHAVANASI
President and Chief Executive Officer

Mariam Faisal
MARIAM FAISAL
Director, Human Resources and Operations

[Signatures continue]

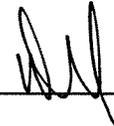
APPROVED AS TO FORM



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

MAHDI ALUZRI
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 rates set forth in CONSULTANT's 2016 Rate Schedule attached hereto as Attachment 1 to Exhibit B and incorporated herein by this reference. In no event shall the total compensation exceed Three Hundred Thirty Five Thousand Dollars (\$335,000). CONSULTANT may modify the Rate Schedule by giving CITY thirty (30) days prior written notice of such modification.

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.

ATTACHMENT 1 TO EXHIBIT B

CONTRACTOR'S RATE SCHEDULE

Rate Schedule Effective: January 1, 2016 – June 30, 2017

I.

Hourly time & materials labor rates are provided for a sample of our resources for 2014. Other additional direct costs are not included & will be invoiced.

C/C++ Developer

Hourly Rate: \$75 to \$95/Hr.

Staff Members in this category would typically do the following and/or have the following skills:

- Design, develop, and maintain complex, real-time, high-performance server technology.
- Document and build unit tests for your code.
- Strong C/C++ skills in an UNIX environment.
- Real-world experience with web servers, TCP/IP, HTTP, inter-process communication and multithreading.
- Strong understanding of algorithms and software engineering.

IOS/Android/Mobile Developer

Hourly Rate: \$90 to \$110/Hr.

Staff Members in this category would typically do the following and/or have the following skills:

- Design and implementation of intuitive and responsive user interfaces for touch screen devices.
- Delivery of fully featured and reliable APIs for 3rd party developers.
- Concurrent and multi-threaded application design and implementation.
- Databases enabled for cross-device synchronization through peer to peer and cloud connectivity solutions.
- High quality and high performance 2D graphics rendering pipelines.
- Specialist skills in developing custom applications for IOS or Android and other platforms.
- Experience with 2D and 3D graphics rendering and animation.

Java Developer

Hourly Rate: \$65 to 85/Hr.

Staff Members in this category would typically do the following and/or have the following skills:

- Provide designing, coding, and testing solutions and identifying system deficiencies and suggest technical solutions.
- Creating prototypes for business user approval. Documenting application functionality and programming.
- Creating and executing unit, integration and system test scripts, manual and automated.
- Accurately preparing written business correspondence that is coherent, grammatically correct, effective, professional and engaging Demonstrated proficiency in Java 2 Platform Enterprise Edition using Struts, Hibernate, Enterprise Java Beans, Servlets, JSP.
- Demonstrated proficiency with languages such as EL, JQuery, JavaScript and SQL
- Ability to read and understand XML schemas.

- Writ effective, scalable SQL queries and stored procedures.
- Use Rational Application Developer or another Eclipse base IDE for developing and testing J2EE based applications.

II.

Java Senior Developer

Hourly Rate: \$75-\$95/Hr.

Staff Members in this category would typically do the following and/or have the following skill sets:

- Perform development in Java and JavaScript, perform development in Java and JavaScript, code review, and provide oversight for the team of developers.
- Perform code review and provide oversight for the team of developers.
- Author technical design documentation, provide oversight for development team.
- Create build packages for delivery to the project QA testers and the customer.
- Extensive knowledge of Java, JavaScript, Web Services, SQL and Oracle Databases, WebSphere web application development.
- Experience in using SVN for code management and JIRA for defect tracking.
- Assist the project architect with technical design details.

Java Architect

Hourly Rate: \$110-\$130/Hr.

Staff Members in this category would typically do the following and/or have the following skill sets:

- Provides technology expertise to IT activities and responsible to front-end all product related technical discussions with existing clients, prospective customers in creating unique.
- Architect, design and developing highly available, scalable and maintainable SOA based enterprise solutions.
- Significant experience with development of MVC based Rich Internet Applications Experience with open source frameworks like ExtJS, jQuery, Struts, Spring, Camel, Hibernate, iBatis.
- Engage in high value technology consulting with internal team members for strategic planning and development of tactical IT transformation or modernization roadmaps.
- Build comprehensive and in-depth Intellect platform technical skills across multiple product lines and, work collaboratively with cross-functional product teams, to help drive product and consulting sales.
- Enterprise application architecture, design and development experience using Java/J2EE and related technologies.
- Strong understanding of object oriented analysis, architecture and design patterns.

PHP Developer

Hourly Rate: \$75-\$95/Hr.

Staff Members in this category would typically do the following and/or have the following skill sets:

- Maintain and expand software products
- Develop extensions to the software as per varying needs
- Install and maintain open-source Social Network Analysis software on a server and develop code to extend the software's capability
- Gather requirements, develop code, program, test, and maintain several web applications
- Experience and a strong passion for the LAMP (Linux, Apache, and MySQL & PHP) development stack.
- Working knowledge of memory objects caching technologies like Memcached.
- Experience designing, querying, and updating both RDBMS and NoSQL data stores like MySQL and Couchbase.
- Ability to design unit tests with PHPUnit and document source with phpDocumentor.
- Experience of web service development and consumption (SOAP, XML, Feeds, ReST, etc

III.

Python Developer

Hourly Rate: \$90-\$100/Hr.

Staff Members in this category would typically do the following and/or have the following skill sets:

- Develop and documenting interactive Web applications and automation procedures.
- Creating, maintaining and updating various Web applications created primarily in Python.
- Execute on all new fresh code & work with Product owners and development team to build reusable UI components.
- Translate user's stories into highly usable software solutions.
- Write clean, maintainable code following best practices (unit testing, source control, continuous integration, automation, design patterns, etc.
- Debug code and troubleshoot problems.
- Collaborate with other developers, testers, and system engineers to ensure quality product enhancements.

HTML5/Javascript Front End Developer

Hourly Rate: \$75-\$95/Hr.

Staff Members in this category would typically do the following and/or have the following skill sets:

- Writes new software, makes modifications to existing software, or integrates software applications and modules in accordance with agreed upon specifications, created in partnership with others
- Contributes to the creation of design. May lead the design of less complex components.
- Provide technical support to operations or other development teams.

- Creates, reviews, and maintains all required technical documentation/ manual related to assigned software to ensure supportability and reuse.
- Provides wider feedback into performance
- Assists in identification and implementation of short-term and long-term solution options, including risk assessments.
- Assists with improvements to prevent problems, including problem resolution workflow.
- Participates in remediation solutions.
- Participates in project planning sessions with team members to analyze development requirements, provide design options, and provide work breakdown and estimates of work.
- Provides work breakdown and estimates for small software development tasks.
- Provides timely status updates for areas of individual responsibilities within projects to supervisor
- Actively participates in team and status meetings.
- Develops software using disciplined software development processes, adhering to team/company standards and software best practice guidelines, and corporate policies.

Ruby on Rails Developer

Hourly Rate: \$95-\$118/Hr.

Staff Members in this category would typically do the following and/or have the following skill sets:

- Design, develop, and test significant client & middle tier components.
- Contribute to UI mock-ups.
- Contribute to user stories in content, review, and estimation.
- Work with web development teams, vendors, and partners to define new integrations.
- Good experience with open source development on Linux based platforms.

IV.

UI/Front-end Developer

Hourly Rate: \$70-\$90/Hr.

Staff Members in this category would typically do the following and/or have the following skill sets:

- Leverage the latest in JavaScript web front-end technologies to build a unique and demanding solution and bring new ways of visualizing and engaging with data.
- Recommend and develop user interface consistent with user experience design and product requirements.
- Drive common UI development architecture and tools.
- Design and implement user interface components considering usability, security, performance and customizability.
- Coordinate client-server interface design and implementation with server developers.
- Actively participate in Agile/Scrum development team if needed.

UI/UX Designer

Hourly Rate: \$90-\$110/Hr.

Staff Members in this category would typically do the following and/or have the following skill sets:

- Study users to deeply understand their needs
- Create models that form the theoretical foundation for great solutions: workflow diagrams, flowcharts, storyboards, wireframes, sitemaps, personas and other models
- Collaborate closely with product managers, development leads and other designers
- Create low-fi sketches, prototypes and wireframes to establish the rough direction
- Create interactive prototypes for user testing
- Test designs with end-users
- Create precise, beautiful, hi-fi mock-ups
- Write thorough design specifications
- Support engineering through the development phase

NET Developer

Hourly Rate: \$60-\$85/Hr.

Staff Members in this category would typically do the following and/or have the following skill sets:

- Work with application architects, lead developers and teams to design and develop robust Microsoft-based enterprise software solutions.
- Create proof of concepts for emerging technologies as they apply to the problem space.
- Assist with identifying and establishing tools, operating environments, design, development standards, and technical documentation as required.
- Work with other team members during development and implementation of solutions.
- Support other developers through problem solving by identifying as well as evolving standards, best practices and reusable solutions.
- Work with test and quality assurance staff during the development and implementation of enterprise solutions.
- Identify ambiguities and gaps in system requirements and liaise with analysts, architects, lead developers and customers to obtain clearer specifications.
- NET development skills with use of related technologies, concepts and products such as Microsoft Visual Studio 2005 or 2008, .NET Framework, Visual Basic .NET or C#
- Experience with MS SQL Server (2008 required, 2012 desired)
- Highly skilled in writing SQL queries
- Knowledge of CSS, JavaScript, and JQuery is a plus

V.

NET Senior Developer/Lead

Hourly Rate: \$75-\$95/Hr.

Staff Members in this category would typically do the following and/or have the following skill sets:

- Experience architecting, installing and configuring .NET solutions in a lead role.
- Participate in solution design, concept visualization and functional and technical requirements definition and documentation.

- Interact with delivery team and clients to understand business requirements and determine how to best leverage technology to support those requirements in developing effective web solutions.
- Perform advanced troubleshooting at the application level.
- Build enhancements within existing software applications and envision future improvements to the architecture.
- Define and implement data object models.
- Design and development of complex business logic.
- Provide subject matter expertise to identify and translate system requirements into technical architecture and design documentation.

NET Architect

Hourly Rate: \$95-\$115/Hr.

Staff Members in this category would typically do the following and/or have the following skill sets:

- Design & Develop the overall enterprise architecture frameworks, methodologies, and tools.
- Evaluates and creates new tools and techniques to facilitate effective development practices.
- Sets the standard for highest quality of work. Provides thought leadership, mentors others, and leads by example.
- Act as the technical lead on all projects, help in creating and maintaining technical design artifacts. Anticipates and acts upon issues that arise, providing alternative approaches and solutions.
- Establish enterprise architecture and standards.
- Proficiency in Microsoft technologies including .Net 4.0, Web API, WCF, Visual Studio 2012, SQL Server, MVC, and custom ASP.Net applications.
- Articulate complex application designs and develop applications using emerging technologies.
- Develop Web services Framework that provides data/services to partners internal & external and mobile devices.
- Experience with cloud enablement of business applications is a plus.

SharePoint Developer –

Hourly Rate: \$70-\$90/Hr

Staff Members in this category would typically do the following and/or have the following skill sets:

- Develop reporting dashboards, reporting repositories and workflows.
- Provide guidance and expertise on topics surrounding strategy and best practices for SharePoint solutions.
- Troubleshoot technical and functional issues with the SharePoint software and solutions in a Production Environment.
- Work closely with other stakeholders to successfully deliver solutions.
- Transfer knowledge and technical expertise to other team members and end users.
- Experience working in a rapid application development environment.

- Experience developing SharePoint functional specs and design documents.
- Experience delivering high impact executive level dashboards.
- SRSS and SASS development.

VI.

SharePoint Administrator

Hourly Rate: \$60-\$85/Hr.

Staff Members in this category would typically do the following and/or have the following skill sets:

- Provide advanced operational administration support for SharePoint Farm, SharePoint Applications, IIS, and SharePoint Windows Systems.
- SME Expert in SharePoint, IIS and Windows Server administration skills, including SharePoint and IIS installation, configuration, architecture, and advanced troubleshooting experience.
- Architect, install, configure, maintain, and optimize SharePoint and ISS environments, and implement new SharePoint technologies.
- Provide in house technical support as well as contribute ideas for SharePoint applications in support of Business needs.
- Architect and maintenance of the SharePoint Enterprise environment.
- Resolve SharePoint, IIS, OS and application level problems (debug issues) and client's support problems.
- Perform and automate SharePoint environments and SharePoint applications monitoring.
- Design and maintain SharePoint configuration management.
- Document SharePoint Enterprise environment and application configuration.
- Create and maintain InfoPath Forms.
- Respond to SharePoint server and enterprise application maintenance calls.
- Plan and implement SharePoint systems installations and upgrades.
- Develop SharePoint server and Enterprise system standards.

SharePoint Architect

Hourly Rate: \$90-\$110/Hr.

Staff Members in this category would typically do the following and/or have the following skill sets:

- Design, development, and implementation of the project.
- Work on PoC as needed & owns the technology part of the project.
- Collaborate with Business to determine requirements.
- Develop Technical Architecture and designs for scalable enterprise applications.
- Actively participate in development and implementation of SharePoint solutions.
- Mentor junior-level developers in Web technologies, including SharePoint and software development best practices.
- Conduct performance and scalability testing, and capacity analysis/planning.
- Create custom lists and views using SharePoint Designer.
- Create custom Workflows using SharePoint Designer and Visual Studio.
- Create BCS's and external content lists and views using SharePoint Designer.

- Create and maintain master and layout pages.
- Define and Implement taxonomies.
- Be an advocate for Best Practice Guidance & Governance.

VII.

QA Analyst

Hourly Rate: \$50 -\$70/Hr.

Staff Members in this category would typically do the following and/or have the following skill sets:

- Identify test scenarios / write required test cases.
- Execute testing, manual and automated.
- Provide input/feedback to the design and development of new features.
- Develop and execute automated test cases.
- Record defects and follow up on corrections.
- Enforcing standard quality processes, making recommendations for improvements.
- Takes responsibility of quality for the whole sprint team; monitors quality testing of all testers.
- Develop test cases, test plans, and scenarios.
- Be experienced with quality assurance reporting and tracking software.

QA Lead

Rate: \$70-\$90/Hr.

Staff Members in this category would typically do the following and/or have the following skill sets:

- Design and implement test tools and infrastructures that will be utilized across multiple test and development teams.
- Provide best practices and leadership consultation on test strategies, methods, and best practices.
- Lead the definition, implementation, and maintenance of standard QA processes, methodologies, and templates for use on client deliverables.
- Build a collaborative working relationship with development, product management, and operations
- Define, track, and drive progress towards the quality objectives for client projects or the department as a whole.
- Manage multiple release cycles for various projects and ensure successful qualification prior to launch.

GIS Project /Program Manager (Mid-Level)

Hourly Rate: \$95-\$115/Hr.

Staff Members in this category would typically do the following and/or have the following skill sets:

- Executes planning for projects, including development of the project scope, task organization, estimates of effort and other required resources, and schedules necessary to complete the project.
- Creates estimate of cost and budget for the project.
- Develops and negotiates agreements for services, including scope, fee structure, fee amount, schedule, and all other provisions related to risk sharing/management. Obtains internal input and approvals as required by the company's policies.
- Executes internal project setup procedures in accordance with the company's policies.
- Directs, manages and participates in the production of the project deliverables. Performs or participates in some or all of the following tasks: Preliminary studies, plans and cost estimates, selection and contracting with vendors/sub-consultants, designs and plan production, project status/review meetings, specification and contract document development/production and bidding,

Contract award and construction administration oversight.

VIII.

GIS Systems Administrator (Mid-Level)

Hourly Rate: \$55 to \$75/Hr.

Staff Members in this category would typically do the following and/or have the following skill sets:

- Researches, implements, manage and maintain GIS software, network infrastructure, applications and computer systems for the centralized system running production.
- Provide general system administration within environment performing deployment, installation, and maintenance of enterprise geospatial system based on Esri, Google, OGC, GeoServer, Oracle, Microsoft and/or Citrix platforms.
- Perform operating system administration, application system administration, database administration, and web administration for local and remote systems.
- Establish GIS policies, standards, and procedures.
- Manages installation, configuration, upgrades, and troubleshooting of geospatial system including databases, software, user applications, and hardware; designs, manages, and monitors network.

GIS Software Developer (Mid-Level)

Hourly Rate: \$70 to \$90/Hr.

Staff Members in this category would typically do the following and/or have the following skill sets:

- Design, create, and maintain software by analyzing, testing, assessing and implementing programming applications based on business priorities and guidance from management.
- Assists teams with quickly and reliably debugging and solving the most complicated system issues.
- Proficiency in fundamental and advanced application development concepts.

- Expertise in algorithm analysis and performance tuning.
- Assist in the testing process by conducting reviews and analyses, witnessing tests and participating in software certification.
- Provide technical expertise and guidance to project teams and software engineers, demonstrating significant creativity and flexibility.
- Provide guidance to teams and individual software engineers for build and release management.
- Develop features across multiple subsystems within the portfolio, including collaboration in requirements definition, prototyping, design, coding, testing and deployment.

IX.

iOS / Android / mobile resources – Offshore team

iOS/Android/Mobile Developer & Senior Developer

Hourly Rate: \$30 to \$35/Hr. - discounted rate (\$20hr.) for CITY

Staff Members in this category would typically do the following and/or have the following skill sets:

- Design and implementation of intuitive and responsive user interfaces for portable and handheld touch screen devices.
- Delivery of fully featured and reliable APIs for 3rd party developers.
- Concurrent and multi-threaded application design and implementation.
- Databases enabled for cross-device synchronization through peer to peer and cloud connectivity solutions.
- Specialist skills in developing custom native mobile apps for iOS or Android or Windows mobile.
- Specialist skills in developing cross-platform mobile apps with Apache Cordova API, Phonegap and Titanium platforms using jQuery mobile, JavaScript, HTML5 and CSS.
- Specialist skills in developing mobile web sites compatible with mobile phones running variety of operating systems
- Experience with 2D and 3D graphics rendering and animation.
- Experience in integrating Social Media such as Facebook, Twitter, LinkedIn.
- Experience in Augmented Reality and location based apps.
- Experience in OAuth, Security, Encryption, SOAP and RESTful web services.
- Experience in providing best user experience with Wow! Effect
- Experience in in-app purchases and in-app advertising

iOS/Android/Mobile Tester

Hourly Rate: \$25 to \$30/Hr. - discounted rate (\$20hr.) for CITY

Staff Members in this category would typically do the following and/or have the following skill sets:

- Writing and executing test cases for mobile apps.
- Testing mobile apps for usability, user friendliness and rich user experience as per human interface guidelines and standards.
- Testing mobile apps for performance and responsiveness on various modes of networks like 2G, 3G, 4G, and Wi-fi.

- Testing the mobile apps for data privacy, security, authentication, authorization, vulnerabilities, crashes etc.

iOS/Android/Mobile App UI / Graphics Designer

Hourly Rate: \$25 to \$30/Hr. - discounted rate (\$20hr.) for CITY

Staff Members in this category would typically do the following and/or have the following skill sets:

- Understanding business / functional requirements and creating mockup screens for mobile apps.
- Designing layouts, navigation flow and UI elements for mobile apps.
- Designing and creating logos, images and icons for mobile apps.
- Developing HTML5, CSS and JavaScript functions for cross-platform mobile apps and mobile web sites

X.

iOS/Android/Mobile App Architect

Hourly Rate: \$35 to \$45/Hr. - discounted rate (\$20hr.) for CITY

Staff Members in this category would typically do the following and/or have the following skill sets:

- Understanding business requirements and translating them into technical and UI specifications.
- Providing solution architecture and high level design.
- Planning, coordinating and managing the mobile app development work.
- Ensuring that delivery is made as per customer satisfaction in terms of quality, cost and scope.
- Ensuring that software is developed as per industry standards, best practices and latest technologies.
- Coordinating with client for requirements, progress, status and feedback.



EXHIBIT C

CERTIFICATE OF INSURANCE

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

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

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

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

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

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

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

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

DATE: _____

BY: _____
 Authorized Insurance Representative

AGENCY: _____

TITLE: _____

ADDRESS: _____

RM02.DOC REVISED 10/14/96.

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
MAINLINE INFORMATION SYSTEMS, INC. FOR INFORMATION
TECHNOLOGY CONSULTING SERVICES

NAME OF CONSULTANT: Mainline Information Systems, Inc.

RESPONSIBLE PRINCIPAL
OF CONSULTANT: Brian Showman, Corporate Counsel

CONSULTANT'S ADDRESS: 1700 Summit Lake Drive
Tallahassee, FL 32317

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, 2016

TERMINATION DATE: June 30, 2017

CONSIDERATION: Not to exceed \$900,000 based on the rates
set forth in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
MAINLINE INFORMATION SYSTEMS, INC. FOR INFORMATION
TECHNOLOGY CONSULTING SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Mainline Information Systems, 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 remain in full force and effect from July 1, 2016 until June 30, 2017.

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-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

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

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

(e) At all times during the term of this Agreement, CONSULTANT shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, or 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. 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 and 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 done in accordance with the terms of this Agreement 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:

BYRON POPE
City Clerk

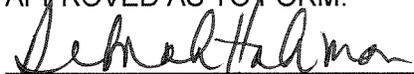
CONSULTANT: MAINLINE INFORMATION
SYSTEMS, INC.



BRIAN SHOWMAN
Corporate Counsel

[Signatures continue]

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

MAHDI ALUZRI
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 client applications such as CITY's Enterprise storage system, LTO tape system, Axis camera system and IBM systems collectively (the "Services"). The Services shall include the following:

(i) Analyze CITY business requirements in connection with CITY's client applications. Create high-level technical design documents and detailed technical specifications, in accordance with CITY architecture standards.

(ii) Provide unit and system testing as well as execution of implementation activities.

(iii) Draft individual scopes or work for projects of varying sizes and levels of complexity which details the tasks and provide estimates.

(iv) Analyze and identify technical areas of improvement within existing systems.

(v) Work with CITY's internal IT teams to complete project activities, such as infrastructure, architecture and design.

(vi) Provide systems testing, training and application support.

(vii) If CITY identifies an issue or problem that requires consulting services, CONSULTANT shall conduct research, propose one or more solutions, document and present the solutions to CITY so CITY can determine how to proceed

(viii) Provide written reports to CITY as required by CITY.

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 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.

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 \$183.75. In no event shall the total compensation for the term of this Agreement exceed \$900,000.00, which includes a travel budget in an amount not to exceed \$25,000 unless otherwise agreed to in writing by CITY's Chief Information Officer.

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 with specificity with no block billing); and (v) total fees billed for each entry.

Unless provided for in a CONSULTANT Proposal, 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: *[Signature]*

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.


 _____ Date
 Scott G. Miller
 Chief Financial Officer
 Director of Administrative Services


 _____ Date
 Jeffrey A. Kolin
 City Manager

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](#), [Hawaii](#), [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](#)

State	Per Diem Locality			Computing Maximum Rate		
	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	358	\$144
	Gulf Shores	Baldwin	1/1 - 5/31	101	51	152
			6/1 - 7/31	128	51	177
			8/1 - 12/31	101	51	152
	Huntsville	Madison, Limestone	All year	88	51	137
Mobile	Mobile	1/1 - 2/28	88	51	149	
		3/1 - 12/31	90	51	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	77	66	143
			3/1 - 10/31	95	66	161
			11/1 - 12/31	77	66	143
	Kayenta	Navajo	1/1 - 4/30	77	46	123
			5/1 - 9/30	89	46	135
			10/1 - 12/31	77	46	123
	Phoenix, Scottsdale	Maricopa	1/1 - 5/31	120	71	197
			6/1 - 8/31	81	71	152
			9/1 - 12/31	100	71	177
	Sedona	City limits of Sedona	1/1 - 2/28	129	66	195
			3/1 - 4/30	145	66	211
5/1 - 12/31	129	66	195			
Sierra Vista	Cochise	All year	81	46	127	
Tucson	Pima	1/1 - 1/31	93	56	149	
		2/1 - 5/31	111	56	167	
		6/1 - 8/31	77	56	133	
		9/1 - 12/31	93	56	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	83	56	139
			After 3/31/11	99	56	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	82	61	143
			6/1 - 8/31	92	61	153
			9/1 - 12/31	82	61	143
Freano	Freano	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	

ADDENDUM B

WHAT GSA OFFERS DOING BUSINESS WITH GSA LEARN MORE BLOG

Home > Policy & Procedures > Travel, Transportation, & Reimburse > Travel Management > Per Diem > 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 Enter your ZIP Code **ENTER ON MAP**

OR

Select a State

SEARCH BY STATE

Find Rates by: Fiscal Year 2012 (Current Year)

CONTACTS

- All Travel Centers - list
- Travel Management Plans

On the go? Get the mobile app for government's 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 DCEL file.

ADDENDUM C

WHAT GSA OFFERS DOING BUSINESS WITH GSA LEARN MORE BLOG

Home > Policy & Procedures > Travel, Transportation, & Reimburse > Travel Management > Per Diem > Per Diem Rates > Previous Rates Lock-Up

FY 2012 Per Diem Rates for ZIP 90210

(October 2011 - September 2012)

SEARCH BY CITY, STATE OR ZIP CODE

Enter your city Enter your ZIP Code **ENTER ON MAP**

OR

90210 **Per Diem Map >**

ADDITIONAL PER DIEM TOPICS

- Meals & Incident Expenses Breakdown (M&E)
- FAQs
- State Tax Exemption Forms
- Factors Influencing Lodging Rates
- FY 2012 Per Diem Highlights
- Five Star 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 \(NACo\)](http://www.naco.org) 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, Los Angeles County of Santa Monica	125	125	125	125	125	125	125	25	125	125	125	125	71

*NOTE: Travel reimbursement is based on the location of the work activities and not the accommodation.

** Meals and Incident Expenses - see Breakdown of M&E Expenses for important information on first and last days of travel.

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 : _____

EXHIBIT C

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

NAME OF CONSULTANT: Optiv Security Inc.

RESPONSIBLE PRINCIPAL OF CONSULTANT: Jake Bowman, Project Coordinator

CONSULTANT'S ADDRESS: 1125 17th Street, Suite 1700
Denver, CO 80202
Attention: Legal Department

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, 2016

TERMINATION DATE: June 30, 2017

CONSIDERATION: Not to exceed \$250,000 based on the rates
set forth in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND OPTIV
SECURITY 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 Optiv Security 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, 2016 and shall terminate on June 30, 2017.

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

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

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

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 Limitation of Liability. With the exception of third party tort claims, in no event will either party or its affiliates or suppliers, or any of their respective council members, officers, directors, employees, or agents, be liable to the other party or its affiliates, including, without limitation, strict liability and negligence, for lost profits or revenues, for loss of use or loss or corruption of data, for equipment or systems outages or downtime, or for any indirect, special, exemplary, punitive, multiple, incidental, consequential, or similar damages, arising out of or in connection with the services, this Agreement, or otherwise, even if advised of the possibility of such damages. In no event will CONSULTANT, its affiliates', their suppliers', or their respective

officers', directors', employees', and agents' aggregate liability for any claims arising out of or in connection with the Services, this Agreement, or otherwise exceed the amount of fees actually paid or payable by CITY for the applicable service, which is the subject of a claim during the twelve (12) months preceding the date of that claim, including claims based in negligence and intentional torts. Notwithstanding, nothing herein shall limit liability for third party claims for bodily injury, death or damage to personal tangible property. . No action regarding the Services (other than with respect to payments hereunder) may be brought more than one (1) year after the first to occur of either (i) the conclusion of services under the statement of work, or (ii) the claimant party's knowledge of the event giving rise to such cause of action.

Section 15. 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 16. 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 17. 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 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. Non-Solicitation of Employees. CITY agrees that it and their employees, will not, either during or for a period of twelve (12) months after termination or expiration of this Agreement, solicit to hire as an employee or contractor any of CONSULTANT'S and/or CONSULTANT'S Affiliates' employees. Publication of open positions in media of general circulation (e.g., Internet website job postings) will not constitute solicitation of employees.

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

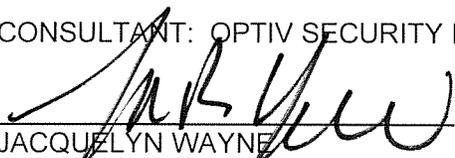
EXECUTED the ____ day of _____ 20____, at Beverly Hills, California.

CITY OF BEVERLY HILLS,
A Municipal Corporation

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

ATTEST:

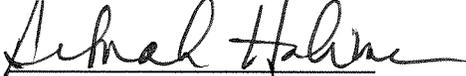
BYRON POPE
City Clerk

CONSULTANT: OPTIV SECURITY INC.


JACQUELYN WAYNE
Director of Contracts

[Signatures continue]

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

MAHDI ALUZRI
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 shall 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

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.

CITY shall pay CONSULTANT compensation at a blended rate of Two-Hundred Fifty Dollars (\$250.00) per hour for scheduled service during normal business hours. The total sum paid to CONSULTANT under this Agreement shall not exceed the amount of Two Hundred Fifty Thousand Dollars (\$250,000), 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 Services as well as the actual cost of any equipment, materials, and supplies necessary to provide the Services (including labor, materials, tax, assembly and installation as applicable.) There shall be no reimbursement for travel related expenses.

EXHIBIT C

CERTIFICATE OF INSURANCE

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

NAMED INSURED

COMPANIES AFFORDING COVERAGE

ADDRESS

- A.
- B.
- C.

COMPANY (A.B.C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	<input type="checkbox"/> AUT MOBILE LIABILITY <input type="checkbox"/> GENERAL L B LITY <input type="checkbox"/> PRODUC S/COMPLETED OPERATIONS <input type="checkbox"/> BL KET CONTRACTUAL <input type="checkbox"/> ONTRACTOR'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

AGENCY : _____ TITLE : _____
 _____ Address : _____

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
QUARTIC SOLUTIONS, LLC FOR INFORMATION
TECHNOLOGY CONSULTING SERVICES RELATED TO THE
CITY'S ENTERPRISE GIS SYSTEM

NAME OF CONTRACTOR: Quartic Solutions, LLC.

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Jodi Luostarinen, Chief Executive Officer

CONTRACTOR'S ADDRESS: 841 Turquoise Street, Suite F-402
San Diego, CA 92109

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, 2016

TERMINATION DATE: June 30, 2017

CONSIDERATION: Not to exceed \$100,000.00 based on the rates set forth in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
QUARTIC SOLUTIONS, LLC 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 Quartic Solutions LLC. (hereinafter called "CONTRACTOR").

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Services. CONTRACTOR shall perform the Services 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 and/or in conformance with the project timeline established by the City Manager or his designee.

Section 3. Compensation.

(a) Compensation. CITY agrees to compensate CONTRACTOR for the Services provided under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B ("Compensation and 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.

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

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 Services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 11. Insurance.

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

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

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

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

(4) 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 for the Services to be performed pursuant to this Agreement.

(b) Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONTRACTOR agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

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

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

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

(f) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, or a form that is acceptable to the City's 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 the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

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

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

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

Section 13. Termination.

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

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

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

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

Section 16. Changes in the Services. The CITY shall have the right to order, in writing, changes in the Services to be performed. Any changes requested by CONTRACTOR must be made in writing and approved by both parties.

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

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

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

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

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

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

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

EXECUTED the ____ day of _____ 201____, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

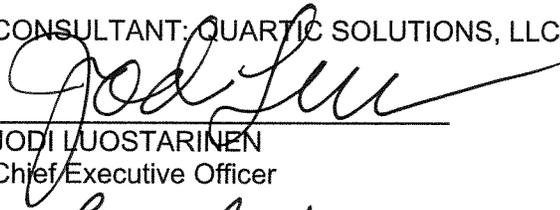
JOHN A. MIRISCH
Mayor of the City of Beverly Hills, California

ATTEST:

BYRON POPE (SEAL)
City Clerk

[Signatures continue]

CONSULTANT: QUARTIC SOLUTIONS, LLC.



JODI LUOSTARINEN
Chief Executive Officer



TIMO LUOSTARINEN
Corporate Secretary

[Signatures Continue]

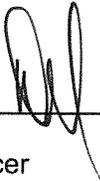
APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

MAHDI ALUZRI
City Manager



DAVID SCHIRMER
Chief Information Officer



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF SERVICES

CONTRACTOR shall provide information technology consulting services (the "Services") related to CITY'S Enterprise GIS System. CONTRACTOR shall provide the Services as directed by CITY on an as-needed basis. The Services may include, but are not limited to, the following:

- GIS programming support.
- Geospatial data maintenance support.
- Assist CITY staff with regular CITY GIS operations.
- Assist CITY staff with GIS-related special projects.

For all work to be completed under this Agreement, CONTRACTOR shall provide a detailed scope of work subject to the prior written approval of CITY, which includes, at a minimum, detailed deliverables and payment milestones.

EXHIBIT B

COMPENSATION AND PAYMENT

CONTRACTOR shall be paid for the Services provided herein at the hourly rates set forth in CONTRACTOR's Rate Schedule set forth below. In no event shall the total compensation exceed \$100,000. CONTRACTOR anticipates using staff from the GIS Architect/Manager, GIS Analyst, GIS Technician and Senior GIS Programmer/Analyst labor categories. Depending on the level of expertise required to perform certain activities during this engagement, CONTRACTOR may be required to utilize other CONSULTANT staff members with a different skill-set and labor category.

CONTRACTOR shall submit detailed and itemized invoices for the services rendered, which 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.

Quartic Solutions Billing Rates	
Position	Rate
GIS Architect/Manager	\$120
Senior GIS Programmer/Analyst	\$95
GIS Analyst	\$65
GIS Technician	\$50
Travel Expenses	Cost

EXHIBIT C

CERTIFICATE OF INSURANCE

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

NAMED INSURED

COMPANIES AFFORDING COVERAGE

ADDRESS

- A.
- B.
- C.

COMPANY (A.B.C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> 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.

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 TOWNE COMMUNICATIONS, INC. D.B.A. SYNECTIC TECHNOLOGIES FOR CONSULTING SERVICES RELATED TO THE CITY'S AVAYA TELECOMMUNICATIONS SYSTEM

NAME OF CONSULTANT:	Towne Communications, Inc. d.b.a. Synectic Technologies
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Jeanette Towne, President
CONSULTANT'S ADDRESS:	4640 Duckhorn Drive Sacramento, CA 95834
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, 2016
TERMINATION DATE:	June 30, 2017
CONSIDERATION:	Not to exceed \$345,000 as detailed in Exhibit B, Schedule and Rates of Payment

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND TOWNE COMMUNICATIONS, INC. D.B.A. SYNECTIC TECHNOLOGIES FOR CONSULTING SERVICES RELATED TO THE CITY'S AVAYA TELECOMMUNICATIONS SYSTEM

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Towne Communications, Inc. d.b.a. Synectic Technologies (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 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 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. 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.

Section 3. Compensation. CITY agrees to compensate CONSULTANT and CONSULTANT 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, (the "Schedule and Rates of Payment"), 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. 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 and Rates of Payment set forth in Exhibit B.

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

Section 7. Responsible Principal(s)

(a) CONSULTANT's Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible 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 8. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's Services under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

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

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

Section 11. Insurance.

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

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

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

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

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

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

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

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

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

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

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

Section 13. Termination.

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

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

CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services required by this Agreement. CONSULTANT shall have no other claim against CITY by reason of such termination, including any claim for compensation.

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

Section 15. 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. Exhibits/Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated herein. In case of conflict between any of the Exhibits attached hereto and the terms of this Agreement, this Agreement shall take precedence over the Exhibits.

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

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 _____ 20____, at Beverly Hills, California.

CITY OF BEVERLY HILLS,
A Municipal Corporation

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

ATTEST:

BYRON POPE
City Clerk (SEAL)

CONSULTANT:

TOWNE COMMUNICATIONS, INC.



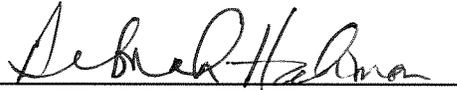
JEANETTE TOWNE
President and CEO



SAM E. TOWNE SR.
Chief Financial Officer

[Signatures continue]

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

MAHDI ALUZRI
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 the CITY's Avaya telecommunications system (the "Services"). The Services shall include the following:

- (i) Analyze CITY's Avaya telecommunications system hardware and software configuration.
- (ii) Provide system testing and execution of implementation activities.
- (iii) Draft individual scopes of work for projects of varying sizes and levels of complexity which detail tasks and provides pricing.
- (iv) Analyze and identify areas of improvement within the existing system.
- (v) Work with CITY's staff to complete project activities.
- (vi) Provide system training.
- (vii) Provide application support.
- (viii) If CITY identifies an issue or problem that requires consulting services, CONSULTANT shall conduct research as needed, propose one or more solutions, document, and present the solutions to CITY.
- (ix) Provide written reports as required by CITY.

The above Services shall be provided to CITY on an as-needed basis as directed by CITY.

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 issue a written authorization to proceed for each accepted Proposal. Each Proposal is subject to the written approval of CITY prior to the commencement of work. Upon CITY's approval, each Proposal shall be incorporated herein as if set forth in full, and the Services provided under each Proposal shall be subject to the terms and conditions of this Agreement.

EXHIBIT B

SCHEDULE AND RATES OF PAYMENT

For the term of this Agreement, CONSULTANT shall be paid for the Services provided herein at the hourly rates set forth below. In no event shall the total compensation for the term of this Agreement exceed Three Hundred Forty Five Thousand Dollars (\$345,000.00).

Description	Hourly Rate
Remote Technician Engineer	\$175.00
Onsite Technician Engineer	\$225.00
Onsite Technician Rack / Stack	\$175.00

Onsite Technicians have a 3-hour minimum charge. Remote Technicians have a 2-hour minimum charge.

CONSULTANT shall submit detailed and itemized invoices 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 with specificity with no block billing); 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

COMPANIES AFFORDING COVERAGE

ADDRESS

- A.
- B.
- C.

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

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

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

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

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

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

DATE : _____ BY : _____

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

Attachment 2

Exhibit A

City of Beverly Hills

Information Technology Department

Listing of Annual Blanket Purchase Orders 2016-2017

BerkOne AMENDMENT	\$410,000.00
Services related to the City's document imaging and records management initiatives to ensure transparency and availability of all public records.	
ESRI AGREEMENT	\$75,000.00
GIS development and support for enterprise GIS applications.	
First Tek AGREEMENT	\$335,000.00
Egov development and support, general systems support, and document imaging project management services.	
Mainline Information Services AGREEMENT	\$900,000.00
Community Video Security systems services, support and equipment.	
Optiv Security AGREEMENT	\$250,000.00
Network and network security services.	
Quartic AGREEMENT	\$70,000.00
GIS development and support for enterprise GIS applications.	
Synectic AGREEMENT	\$345,000.00
Telephone system maintenance and support.	
TOTAL INFORMATION TECHNOLOGY SYSTEMS AND SERVICES	\$2,385,000.00