



AGENDA REPORT

Meeting Date: November 1, 2016
Item Number: D-7
To: Honorable Mayor & City Council
From: David Schirmer, Chief Information Officer
Subject:

- A) AMENDED AND RESTATED AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND FIRST TEK, INC. (FORMERLY BARTRONICS AMERICA, INC. AND CLOUDEEVA, INC.) FOR INFORMATION TECHNOLOGY CONSULTING SERVICES RELATED TO PROVISION OF NETWORK ADMINISTRATION SERVICES FOR THE BEVERLY HILLS UNIFIED SCHOOL DISTRICT; AND
- B) AMENDED AND RESTATED AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND NETWORLD SOLUTIONS, INC. FOR INFORMATION TECHNOLOGY CONSULTING SERVICES RELATED TO PROVISION OF SYSTEMS ARCHITECTURE, ADMINISTRATION AND DESIGN SERVICES TO BEVERLY HILLS UNIFIED SCHOOL DISTRICT
- C) AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND THE BEVERLY HILLS UNIFIED SCHOOL DISTRICT FOR THE PROVISION OF INFORMATION TECHNOLOGY CONSULTING SERVICES

Attachments: 1) Agreements

RECOMMENDATION

Staff recommends that the City Council consider approval of the Amended and Restated Agreements with First Tek, Inc. and Networld Solutions, Inc. which are restatements of the terms under the current agreements and provide for specific agreement termination dates, as well as Amendment No. 2 to the Agreement between the Beverly Hills Unified School District (or "District") and the City of Beverly Hills for the provision of information technology consulting services ("District Agreement").

INTRODUCTION

This item represents a no-cost administrative cleanup of existing agreements for information technology consulting services in support of the Beverly Hills Unified School District. The Amended and Restated Agreements with First Tek, Inc., and Networked Solutions, Inc., and the Amendment with the Beverly Hills Unified School District are restatements of the terms under the current agreements and provide for end dates to the terms of the Agreements.

Both District staff and City staff are aligned in determining that these agreements have served their useful purpose, and both agencies are working to create a new shared services agreement that better reflects current and future need.

DISCUSSION

The initial 3-year Agreement between the City and the District was approved by the City Council on December 6, 2011 and states that the City will provide the District with up to 4000 hours of information technology services for a total annual amount not-to-exceed \$250,000. The City entered into the First Tek Agreement for network administration services, and the Network Agreement for systems architecture, administration and design services for the District for an amount not-to-exceed \$125,000 each, which were also approved by Council on December 6, 2011.

On February 9, 2015, the District Agreement was amended to extend its terms on a month-to-month basis until modified. Likewise, on February 9, 2015, the City and First Tek, and the City and Networked Solutions amended the First Tek Agreement and the Network Agreement to reflect the same terms. These amendments were signed by the City Manager. On November 16, 2015, the City and Networked Solutions entered into Amendment No. 2 to increase the hourly rate from \$55 to \$62.50, but to maintain the total not-to-exceed amount annually. This Amendment No. 2 was signed by the Chief Information Officer.

The District has notified City staff that the District would like the First Tek Agreement and Network Agreement to terminate September 30, 2016, as the District will be providing for its own information technology services commencing October 1st. Staff recommends that Council consider amending the District Agreement to establish a termination date to coincide with termination of the First Tek Agreement and Network Agreement. City staff also recommends that the First Tek Agreement and Network Agreement be amended to modify the termination dates to September 30, 2016.

Working in concert with the City's Technology Committee a new shared services agreement is being developed that better meets the needs of the District and the City. The initial focus of the agreement will describe the partnership surrounding CCTV cameras in-and-around school sites. Additionally, one of the stated goals of the new agreement is to incorporate many of the same mutually-beneficial services between the District and the City detailed in the original agreement.

FISCAL IMPACT

These amendments have no financial impacts.



David Schirmer

Approved By

Attachment 1

AMENDED AND RESTATED AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND FIRST TEK, INC.
(FORMERLY BARTRONICS AMERICA, INC. AND
CLOUDEEVA, INC.) FOR INFORMATION TECHNOLOGY
CONSULTING SERVICES RELATED TO PROVISION OF
NETWORK ADMINISTRATION SERVICES FOR THE
BEVERLY HILLS UNIFIED SCHOOL DISTRICT

NAME OF CONSULTANT: First Tek, Inc.

RESPONSIBLE PRINCIPAL
OF CONSULTANT: Phani Vippaheli, Account Manager

CONSULTANT ADDRESS: 1551 S. Washington Avenue, Suite 402A
Piscataway, NJ 08854

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

COMMENCEMENT DATE: Upon receipt of written Notice to Proceed

TERMINATION DATE: September 30, 2016

CONSIDERATION: Not to exceed \$125,000 per year as set forth
in Exhibit B

AMENDED AND RESTATED AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND FIRST TEK, INC.
(FORMERLY BARTRONICS AMERICA, INC. AND
CLOUDEEVA, INC.) FOR INFORMATION TECHNOLOGY
CONSULTING SERVICES RELATED TO PROVISION OF
NETWORK ADMINISTRATION SERVICES FOR THE
BEVERLY HILLS UNIFIED SCHOOL DISTRICT

THIS AMENDED AND RESTATED AGREEMENT for Information Technology Consulting Services Related to Provision of Network Administration Services for the Beverly Hills Unified School District is made by and between the City of Beverly Hills (hereinafter called "City"), and First Tek, Inc., (formerly Bartronics America, Inc. and Cloudeeva, Inc.) (hereinafter called "Consultant") and fully amends, restates and replaces in its entirety that Agreement for Information Technology Consulting Services Related to Provision of Network Administration Services for the Beverly Hills Unified School District between City and Bartronics, Inc., dated December 6, 2011 and identified as Agreement No. 484-11, as amended by Amendment No. 1 between City and Cloudeeva, Inc., dated February 9, 2015 and identified as Agreement No. 49-15.

RECITALS

A. City entered into the Agreement with Bartronics, Inc. In January of 2013 City was notified that Bartronics, Inc. merged with Cloudeeva, Inc. Amendment No. 1 of the Agreement was executed February 9, 2015 between City and Cloudeeva, Inc. Subsequently, City was notified that First Tek, Inc. acquired Cloudeeva, Inc.

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

Section 3. Compensation.

(a) City agrees to compensate Consultant for the services provided under this Agreement and Consultant agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein, based on the hourly rates set forth in Exhibit B.

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

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

Section 6. Party Representatives.

(a) Consultant: Responsible Principal. 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 the prior written consent of City.

(b) City Representative. The City Manager or his designee shall represent City in the implementation of this Agreement.

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

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

Section 9. Insurance.

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

(b) Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Professional Liability Insurance covering personal injury and property damage, 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 City in writing 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.

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

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

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

(f) 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.

(g) 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.

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

(i) The policies of general liability and vehicle liability insurance required by this Agreement shall contain an endorsement naming the City and City's elected officials, officers and employees, as well as the Beverly Hills Unified School District ("District") and its

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

(j) The insurance provided by Consultant shall be primary to any coverage available to City and District. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation. The Consultant hereby waives all rights of subrogation against City and District.

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

Section 10. Indemnification.

(a) Consultant agrees to indemnify, hold harmless and defend the City, the City Council and each member thereof, and every officer, employee and agent of the City, as well as the District and its elected officials, its officers and employees, from any claims, liability or financial loss (including without limitation, attorneys fees and costs) arising out of the acts or omissions of Consultant, its employees, agents, representatives, and/or subcontractors, whether intentional, reckless, negligent, or otherwise wrongful, in the performance of this Agreement.

(b) Consultant agrees to indemnify, hold harmless and defend the City, the City Council and each member thereof, every officer, employee and agent of the City, as well as the District and its elected officials, its officers and employees, from and against any liability or financial loss (including, without limitation, attorneys fees and costs) arising from any claim that the technology and services provided by Consultant under this Agreement infringes upon any copyright, trade secret, trademarks, patent or other proprietary or intellectual property right of any third party.

Section 11. Termination.

(a) City may cancel this Agreement, with or without cause, at any time 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 full compensation for all services performed by Consultant, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, Consultant shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the

foregoing provisions of this paragraph exceed the amount which would be paid Consultant for the full performance of the services required by this Agreement.

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

Section 13. 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 pursuant to this Agreement as City deems appropriate.

Section 14. Non-Disclosure.

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

- 1) Use the Information, nor cause the Information to be used for any purpose other than in performance of its duties to the City under this Agreement,
- 2) Participate in the wrongful use, illegal use, or unauthorized disclosure of the Information, or
- 3) Sell, release, free trade, assign, or provide access to the Information, directly or indirectly, to third parties. This provision survives termination of this Agreement.

Section 15. Notice. Any notice required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth above or to such other addresses as the parties may designate in writing.

Section 16. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

Section 17. 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 18. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 19. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

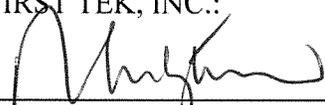
EXECUTED the ____ day of _____, 20__.

CITY OF BEVERLY HILLS
A Municipal Corporation

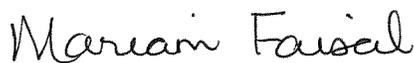
JOHN A. MIRISCH
Mayor of the City of Beverly Hills,
California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

FIRST TEK, INC.:


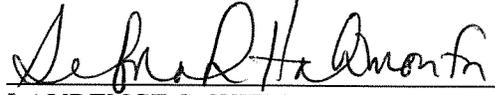
SATYAKUMAR BHAVANASI
President and Chief Executive Officer



MARIAM FAISAL
Director, Human Resources and Operations

[Signatures continue]

APPROVED AS TO FORM:

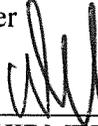


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

MAHDI ALUZRI

City Manager



DAVID SCHIRMER

Chief Information Officer



SHARON L'HEUREUX DRESSEL

Interim Risk Manager

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide information technology consulting services (the “Services”) related to City’s provision of Network Administration services to the District, as directed by City. The Services shall include, but are not limited to the following:

TASK 1: Network Administration

A. Design, develop, and architect advanced data systems solutions and strategies for the following:

1. Enterprise class LAN comprised of converged technologies in voice, video and data services, systems, and delivery.
2. Advanced transport solutions and strategies for a carrier class metropolitan area network supporting advanced service delivery technology for multiple autonomous systems.
3. Advanced transport infrastructure in support of LAN/WAN/MAN environments encompassing inside and outside fiber and copper distribution.
4. Autonomous wireless systems based on Wi-Fi and GSM technologies as well as maintaining systems administration and management function and solutions for a unified LAN/WAN/MAN wired and wireless environment.

B. Plan, document, and perform complex maintenance windows that involve significant configuration changes on the network.

C. Work effectively and systematically with City’s personnel to ensure comprehensive network security across all platforms.

D. Provide daily support and monitoring of system and system events organization wide.

E. Deploy, configure and maintain Extreme Networks, Cisco and Juniper equipment.

F. Work within ExtremeWare, EXOS, Cisco IOS and Juniper OS in an ISP/LAN/MAN/WAN/Carrier internetworking environment.

G. Develop service delivery classification providing Quality of Service (QoS) leveraging 802.1Q, 802.1p, TOS, DSCP and HQoS.

H. Utilize complex testing and troubleshooting equipment including but not limited to BERT testers, light meters, OTDRs, sniffers, and protocol analyzers.

I.. Work within SNMP and network management platforms and tools including open source.

J. Work with multiple network system environments such as UNIX, Linux and Windows.

K. Work with voice and video transport technologies and service delivery.

L. Develop telemetry required for capacity planning purposes.

M. Work within industry standards and technologies for network services delivery such as Ethernet, LACP, EAPS, STP, TCP/IP, VRRP, RIP, OSPF, ISIS, BGP, and Virtual Routing.

N. Work within industry established standards and best practices as they pertain to design and implementation of computer networks.

O. Provision, troubleshoot, and understand transport technologies Carrier Ethernet, MPLS, ATM, SONET, PDH, Optical, and DWDM.

P. Provide administration and support for security configurations and issues including firewalls and IDS and IPS systems.

Q. Provide administration and support for enterprise/carrier-class routers and switches (experience with Extreme Networks, Cisco, and Juniper required).

R. Provide administration and support for TDM and VOIP solutions.

TASK 2: Additional Information Technology Consulting Services

A. As directed by the City, Consultant shall provide ongoing supplemental network support and supplemental network systems administration in the following areas:

1. Maintenance of software and system configurations.
2. Analysis of hardware and software problems.
3. Generation of related reports, change logs and documentation.
4. Security enhancements.
5. Monitoring of system performance.
6. Software enhancements
7. Documentation of best practices.

B. As directed by the City, Consultant shall provide additional information technology consulting services to the District to ensure the integrity, security and functionality of the District's networking systems.

EXHIBIT B

COMPENSATION and PAYMENT

City shall pay Consultant compensation at a blended rate of Sixty-Two and 50/100 Dollars (\$62.50) per hour for scheduled service during normal business hours. The total sum shall not exceed the amount of One Hundred and Twenty-Five Thousand Dollars (\$125,000. 00) per year, as set forth in the purchase order issued by City for all services to be provided pursuant to this Agreement.

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



CERTIFICATE OF INSURANCE

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

AMED 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.

AMENDED AND RESTATED AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND NETWORLD SOLUTIONS,
INC. FOR INFORMATION TECHNOLOGY CONSULTING
SERVICES RELATED TO PROVISION OF SYSTEMS
ARCHITECTURE, ADMINISTRATION AND DESIGN
SERVICES TO BEVERLY HILLS UNIFIED SCHOOL
DISTRICT

NAME OF CONSULTANT:	Networld Solutions, Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Darryl Vidal, Vice President
CONSULTANT ADDRESS:	8316 Claremont Mesa Boulevard, #208 San Diego, California 92111
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: David Schirmer, Chief Information Officer
COMMENCEMENT DATE:	Upon receipt of written Notice to Proceed
TERMINATION DATE:	September 30, 2016
CONSIDERATION:	Not to exceed \$125,000 per year as set forth in Exhibit B

AMENDED AND RESTATED AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND NETWORLD SOLUTIONS,
INC. FOR INFORMATION TECHNOLOGY CONSULTING
SERVICES RELATED TO PROVISION OF SYSTEMS
ARCHITECTURE, ADMINISTRATION AND DESIGN
SERVICES TO BEVERLY HILLS UNIFIED SCHOOL
DISTRICT

THIS AMENDED AND RESTATED AGREEMENT for Information Technology Consulting Services Related to Provision of Systems Architecture, Administration and Design Services to Beverly Hills Unified School District is made by and between the City of Beverly Hills (hereinafter called "City"), and Network Solutions, Inc. (hereinafter called "Consultant") and fully amends, restates and replaces in its entirety that Agreement for Information Technology Consulting Services Related to Provision of Systems Architecture, Administration and Design Services to Beverly Hills Unified School District, dated December 6, 2011 and identified as Agreement No. 485-11 as amended by Amendment No. 1 dated February 9, 2015 and identified as Agreement No. 48-15, and Amendment No. 2 dated November 16, 2015 and identified as Agreement No. 580-15.

RECITALS

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

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

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

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

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

Section 3. Compensation.

(a) City agrees to compensate Consultant for the services provided under this Agreement and Consultant agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein, based on the hourly rates set forth in Exhibit B.

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

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

Section 6. Party Representatives.

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

(b) City Representative. The City Manager or his designee shall represent City in the implementation of this Contract.

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

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Section 9. Insurance.

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

(b) Consultant shall at all times during the term of this Contract carry, maintain, and keep in full force and effect, a policy or policies of Professional Liability Insurance covering personal injury and property damage, 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 City in writing 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 Contract is completed.

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

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(e) Consultant shall require each of its sub-Consultants or sub-contractors to maintain insurance coverage which meets all of the requirements of this Contract.

(f) The policy or policies required by this Contract 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.

(g) Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate this Contract 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.

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

(i) The policies of general liability and vehicle liability insurance required by this Contract shall contain an endorsement naming the City and City's elected officials, officers and employees, as well as the Beverly Hills Unified School District ("District") and its elected officials, officers and employees, as additional insureds. All of the policies required under this Contract 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 Contract.

(j) The insurance provided by Consultant shall be primary to any coverage available to City and District. The policies of insurance required by this Contract shall include

provisions for waiver of subrogation. The Consultant hereby waives all rights of subrogation against City and District.

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

Section 10. Indemnification.

(a) Consultant agrees to indemnify, hold harmless and defend the City, the City Council and each member thereof, and every officer, employee and agent of the City, as well as the District and its elected officials, its officers and employees, from any claims, liability or financial loss (including without limitation, attorneys fees and costs) arising out of the acts or omissions of Consultant, its employees, agents, representatives, and/or subcontractors, whether intentional, reckless, negligent, or otherwise wrongful, in the performance of this Contract.

(b) Consultant agrees to indemnify, hold harmless and defend the City, the City Council and each member thereof, every officer, employee and agent of the City, as well as the District and its elected officials, its officers and employees, from and against any liability or financial loss (including, without limitation, attorneys fees and costs) arising from any claim that the technology and services provided by Consultant under this contract infringes upon any copyright, trade secret, trademarks, patent or other proprietary or intellectual property right of any third party.

Section 11. Termination.

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

(b) In the event of termination or cancellation of this Contract by City, due to no fault or failure of performance by Consultant, Consultant shall be paid full compensation for all services performed by Consultant, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Contract, 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 Contract.

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

Section 13. Information and Documents. All data, information, documents and drawings prepared for City and required to be furnished to City in connection with this Contract

shall become the property of City, and City may use all or any portion of the work submitted by Consultant pursuant to this contract as City deems appropriate.

Section 14. Non-Disclosure.

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

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

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

3) Sell, release, free trade, assign, or provide access to the Information, directly or indirectly, to third parties. This provision survives termination of this Agreement.

Section 15. Notice. Any notice required by this Contract shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth above or to such other addresses as the parties may designate in writing.

Section 16. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Contract, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

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

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

Section 19. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

EXECUTED the _____ day of _____, 20__.

CITY OF BEVERLY HILLS
A Municipal Corporation

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

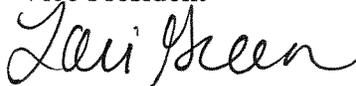
ATTEST:

(SEAL)
BYRON POPE
City Clerk

NETWORLD SOLUTIONS, INC.:

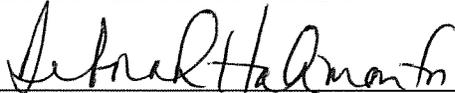


DARRYL VIDAL
Vice President



LORI GREEN
Secretary

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

MAHDI ALUZRI
City Manager



DAVID SCHIRMER
Chief Information Officer



SHARON L'HEUREUX DRESSEL
Interim Risk Manager

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide information technology consulting services (the “Services”) related to City’s provision of Systems Architecture, Administration and Design services to the District, as directed by City. Consultant shall warranty all Services for one year. The Services shall include, but are not limited to the following:

TASK 1: Systems Architecture, Administration and Design

- (a) Provide analysis of High-Availability requirements, technology improvement opportunities, and IT operational improvements.
- (b) Design fault-tolerant system architectures to run mission-critical applications.
- (c) Architect migration strategies to extend current infrastructure, business systems and processes in a High-Availability and managed services design.
- (d) Ensure quality deliverables, meets project time-frames, and achieves a high-degree of customer satisfaction.
- (e) Resolve complex issues and enable staff, developers and consultants in successful completion of their duties.
- (f) Design and administer highly-available Relational Database systems, Intranet and Internet systems, E-mail systems, and File/Print servers.
- (g) Architect enterprise solutions utilizing IBM Web-Sphere, IBM DB2, IBM AIX, Microsoft Windows servers, HACMP, Windows clustering, SAN, NAS, Tivoli Storage Manager and Fiber Channel Networks.
- (h) Architect and administer policies and procedures related to system security, client and server access, Active Directory, Exchange, LDAP, Firewalls, VPN, secure remote access, Internet access, virus protection, Security filtering, Data Center planning, security and maintenance.
- (i) Architect and administer the District’s Disaster Recovery Plan to ensure the backup and restoration of data, systems, and high-availability resources in the event of catastrophic failure.
- (j) Maintain high-availability environment including secondary and tertiary data replication measures.
- (k) Work in a heterogeneous environment consisting of Windows systems, UNIX systems, centralized storage, centralized backups and fiber channel networks.

- (l) Ensure high-availability of systems across the Municipal Area Network.
- (m) Administer and support Enterprise Storage Systems.
- (n) Administer and support Tivoli Storage Manager.
- (o) Administer and support AIX, Web-Sphere, DB2, HACMP and Informix.
- (p) Administer and support i.e., Skill in Windows servers, Active Directory, MS Exchange, IBM Director and Windows clustering.
- (q) Provide documentation created in Visio, MS Project, Imaging Software and other MS Office tools for documentation.
- (r) Utilize High-Availability best practices.
- (s) Provide services related to Active Directory, Microsoft Exchange, email gateways, spam filtering systems, print services, web servers and application servers.
- (t) Provide services in a heterogeneous environment consisting of Windows, Unix, centralized storage, centralized backup, fiber channel network, email systems, databases and virtualization.
- (u) Provide services related to networking components including DHCP, DNS, VLANS, Switches, Routers, two factor authentication, LAN, WAN, VPN, LDAP and Firewall.
- (v) Provide services related to databases including MS-SQL, DB2, Oracle and database administration techniques such as SQL scripting, stored procedures, backup, restore, data migration etc.
- (w) Provide services related to virtualization techniques including VMware, Microsoft Virtual server and Unix server virtualization
- (x) Ensure quality deliverables, meet project time-frames, and achieve a high-degree of customer satisfaction.
- (y) Provide services related to high availability techniques including Microsoft Clustering, HACMP, Database clustering and application server clustering.
- (z) Provide services related to backup, recovery and disaster recovery techniques.

TASK 2: Additional Information Technology Consulting Services

- (a) As directed by the City, Consultant shall provide ongoing supplemental systems support and systems administration in the following areas:
 - i. Maintenance of software and system configurations

- ii. Analysis of hardware and software problems
- iii. Generation of related reports, change logs and documentation
- iv. Security enhancements
- v. Monitoring of system performance
- vi. Software enhancements
- vii. Documentation of systems based on industry best practices using Visio, MS Project, Imaging Software and other MS Office tools

TASK 3: As directed by the City in writing, Consultant shall provide additional information technology consulting services to the District to ensure the integrity, security and functionality of the District's systems.

EXHIBIT B

COMPENSATION and PAYMENT

City shall pay Consultant compensation at a blended rate of Sixty-Two and 50/100 Dollars (\$62.50) per hour for scheduled service during normal business hours. The total sum shall not exceed the amount of One Hundred and Twenty-Five Thousand Dollars (\$125,000.00) per year, as set forth in the purchase order issued by City for all services to be provided pursuant to this Agreement.

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



CERTIFICATE OF INSURANCE

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

AMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

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

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

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

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

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

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

DATE: _____

BY: _____
Authorized Insurance Representative

TITLE: _____

AGENCY: _____

ADDRESS: _____

RM02.DOC REVISED 10/14/96.

EXHIBIT C

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AMENDMENT NO. 2 TO AN AGREEMENT BETWEEN THE CITY OF
BEVERLY HILLS AND THE BEVERLY HILLS UNIFIED SCHOOL
DISTRICT FOR THE PROVISION OF INFORMATION TECHNOLOGY
CONSULTING SERVICES

This Amendment No. 2 is to that certain Agreement between the City of Beverly Hills (hereinafter called "City"), and the Beverly Hills Unified School District (hereinafter called "District") dated December 6, 2011 and identified as Agreement No. 483-11, as amended by Amendment No. 1 dated February 9, 2015 and identified as Agreement No. 47-15.

RECITALS

A. On December 6, 2011, City entered into an Agreement with the District for the provision of information technology consulting services ("IT services"), as described more fully in the Agreement, which was previously amended. On December 6, 2011, City entered into two agreements for IT services: an agreement with Networld Solutions, Inc. for the provision of systems architecture, administrative and design services, which was amended, and identified as Agreement Nos. 485-11, 48-15 and 580-15 ("Networld Agreement"), and with Bartronics, Inc. which was bought by Cloudeeva, Inc. and which was then purchased by FirstTek, Inc. for network administration services, which was amended, and identified as Agreement Nos. 484-11 and 49-15 ("FirstTek Agreement").

B. City and District desire to further amend the Agreement to extend the time of performance so that it coincides with the termination or expiration of the Networld Agreement and the FirstTek Agreement, as may be further amended, and any other agreement City enters into for IT services for District.

NOW, THEREFORE, the parties agree as follows:

Section 1. Section 2 of the Agreement shall be amended as follows:

"Section 2. Term. The term of this Agreement shall begin on January 1, 2011 and shall continue until the termination or expiration of the Networld Agreement and the FirstTek Agreement, as may be further amended, or any other agreement City enters into for information technology services on behalf of District."

Section 2. Except as specifically amended by Amendment No. 2, 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, California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

DISTRICT:


HOWARD GOLDSTEIN
President, Beverly Hills Unified School District

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

MAHDI ALUZRI
City Manager



DAVID SCHIRMER
Chief Information Officer



SHARON L'HEUREUX DRESSEL
Interim Risk Manager