



AGENDA REPORT

Meeting Date: October 16, 2007
Item Number: F-7
To: Honorable Mayor & City Council
From: Scott Miller, Director of Administrative Services and CFO and
Noel Marquis, Assistant Director of Administrative Services
Subject: **APPROVALS AND RESOLUTIONS OF THE COUNCIL OF THE CITY
OF BEVERLY HILLS RELATED TO VARIOUS CITY PURCHASING
AND BUDGET TRANSACTIONS AS DESCRIBED HEREIN.**

Attachments: 1. Agreements (4)

**ITEM A. APPROVAL OF AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN
THE CITY OF BEVERLY HILLS AND DATA SYSTEMS WORLDWIDE,
INC. FOR INFORMATION TECHNOLOGY CONSULTING SERVICES
RELATED TO THE CITY'S NETWORK SECURITY SYSTEM; AND,

APPROVAL TO ISSUE A CHANGE ORDER TO THE BLANKET
PURCHASE ORDER IN THE AMOUNT OF \$50,000 FOR AGREED
SERVICES IN A TOTAL NOT-TO-EXCEED AMOUNT OF \$100,000.**

RECOMMENDATION

Staff recommends that the City Council approve amendment no. 1 to the agreement and a change order to the blanket purchase order in the amount of \$50,000 with Data Systems Worldwide, Inc. for consulting services related to the City's network security system for total amount not-to-exceed \$100,000.

INTRODUCTION

Data Systems Worldwide, Inc. provides consulting services related to the City's Information Technology network security systems.

DISCUSSION

This amendment will provide additional hours of the same services provided under the existing agreement for consulting services.

FISCAL IMPACT

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

ITEM B. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND MATRIX IMAGING PRODUCTS, INC. FOR CONSULTING SERVICES RELATED TO THE CITY'S DOCUMENT AND RECORDS MANAGEMENT SYSTEM, AND RELATED SERVICES; AND,

APPROVAL TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$550,000 FOR THE AGREED SERVICES.

RECOMMENDATION

Staff recommends that the City Council approve the agreement and a purchase order with Matrix Imaging Products, Inc. for consulting services related to the City's document and records management system and related services in an amount not-to-exceed \$550,000.

INTRODUCTION

Matrix Imaging Products, Inc. has been working closely with the staff of the City Clerk's Office and Information Technology to implement a document and records management system for the City.

DISCUSSION

Approval of this agreement will continue the citywide document and records management application implementation, convert a significant number of documents to digital images for each department and to provide for enforcement of the new records retention policies within the constructs of the City's document and records management system.

FISCAL IMPACT

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

ITEM C. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND CAMP DRESSER & MCKEE INC. FOR CONSULTING SERVICES RELATED TO THE DEVELOPMENT AND DRAFTING OF A NEW INFORMATION TECHNOLOGY FIVE-YEAR STRATEGIC MASTER PLAN; AND,

APPROVAL TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$115,000 FOR THE AGREED SERVICES.

RECOMMENDATION

Staff recommends that the City Council approve the agreement and a purchase order with Camp Dresser & McKee, Inc. for consulting services to develop and draft a new Information Technology five-year strategic master plan in an amount not-to-exceed \$115,000.

INTRODUCTION

The agreement provides for consulting services related to the research, development and drafting a new five-year strategic master plan for the City's Information Technology Department.

DISCUSSION

Camp Dresser & McKee will assist City staff in developing a new five-year strategic master plan and set the goals for delivery of citywide information technology services.

FISCAL IMPACT

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

ITEM D. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND STAR, INC. FOR AFTER SCHOOL CLASS INSTRUCTION SERVICES THROUGH THE CITY'S DEPARTMENT OF COMMUNITY SERVICES; AND,

APPROVAL TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$200,000 FOR THE AGREED SERVICES.

RECOMMENDATION

Staff recommends that the City Council approve the agreement and a purchase order with Star, Inc. for after school class instruction services in an amount not-to-exceed \$200,000.

INTRODUCTION

In the past, Star Education, Inc. has offered classes through the School PTA's at two of the schools.

DISCUSSION

This agreement will allow the City and Star to provide afterschool classes in all four elementary schools. With more of an educational emphasis, these classes will complement the offering currently provided by other City programs.

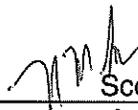
FISCAL IMPACT

Funds are available from the revenues generated by this program. The maximum amount that the vendor can be compensated is 90% of the class receipts.



Noel Marquis

Finance Approval



Scott G. Miller

Approved By

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY
OF BEVERLY HILLS AND DATA SYSTEMS WORLDWIDE, INC.
FOR INFORMATION TECHNOLOGY CONSULTING SERVICES
RELATED TO THE CITY'S NETWORK SECURITY SYSTEM

NAME OF CONSULTANT:	Data Systems Worldwide, Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Phil Mogavero, President
CONSULTANT'S ADDRESS:	6110 Variel Avenue, Second Floor Woodland Hills, CA 91367
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, 2007
TERMINATION DATE:	June 30, 2010, unless sooner terminated pursuant to Section 12 of this Agreement
CONSIDERATION:	Not to exceed \$100,000 annually

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY
OF BEVERLY HILLS AND DATA SYSTEMS WORLDWIDE, INC.
FOR INFORMATION TECHNOLOGY CONSULTING SERVICES
RELATED TO THE CITY'S NETWORK SECURITY SYSTEM

This Amendment No. 1 is to that certain Agreement, dated July 10, 2007, and identified as Contract No. 272-07 (the "Agreement"), a copy of which is on file in the office of the City Clerk, between the City of Beverly Hills, a municipal corporation (hereinafter called "City"), and Data Systems Worldwide, Inc., a corporation (hereinafter called "CONSULTANT") for information technology consulting services related to the City's network security system.

RECITALS

A. CITY entered into a written Agreement, dated July 10, 2007, for information technology consulting services related to the City's network security system.

B. CITY desires to amend the Agreement to increase the annual Consideration due to additional hours of needed service.

NOW, THEREFORE, the parties hereto do amend the Agreement as follows:

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

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Section 2. Except as expressly amended herein, the Agreement shall remain in full force and effect.

EXECUTED this ____ day of _____, 2007 at Beverly Hills,

California.

CITY OF BEVERLY HILLS
A Municipal Corporation

JIMMY DELSHAD
Mayor of the City of
Beverly Hills, California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

CONSULTANT: DATA SYSTEMS
WORLDWIDE, INC.

PHIL MOGAVERO
President

ROSARIO PARCO
Controller

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD
City Manager

DAVID SCHIRMER
Chief Information Officer

KARL KIRKMAN
Risk Manager

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND MATRIX IMAGING PRODUCTS, INC. FOR
CONSULTING SERVICES RELATED TO THE CITY'S
DOCUMENT AND RECORDS MANAGEMENT SYSTEM,
AND RELATED SERVICES

NAME OF CONSULTANT: Matrix Imaging Products, Inc.

RESPONSIBLE PRINCIPAL
OF CONSULTANT: J. W. Linhart, President and CEO

CONSULTANT'S ADDRESS: 3151 Airway Avenue, Suite H-1
Costa Mesa, CA 92626-4624

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

COMMENCEMENT DATE: September 18, 2007

TERMINATION DATE: June 30, 2010, unless sooner terminated
pursuant to Section 13 of the Agreement

CONSIDERATION: A fixed fee of \$550,000.00,
as more fully described in Exhibit B-1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND MATRIX IMAGING PRODUCTS, INC. FOR
CONSULTING SERVICES RELATED TO THE CITY'S
DOCUMENT AND RECORDS MANAGEMENT SYSTEM,
AND RELATED SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "City"), and Matrix Imaging Products, Inc., a California corporation (hereinafter called "Consultant").

RECITALS

A. City desires to have Consultant provide consulting services related to City's document and records management system, and to provide related services, all as more fully described in Exhibit A attached hereto and incorporated herein (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 to the full satisfaction of City.

Section 2. Time of Performance. Consultant shall commence the services on the date written above, and shall complete performance of services required by this Agreement on or before June 30, 2010, unless terminated sooner pursuant to Section 13 of the Agreement.

Section 3. Compensation. City agrees to compensate Consultant, and Consultant agrees to accept in full satisfaction for the services required by this Agreement the Consideration set forth above and more particularly described in Exhibit B-1, attached hereto and incorporated herein. 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-2, attached hereto and incorporated herein.

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. The 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. Confidentiality and Nondisclosure.

(a) City may provide Consultant with certain information, and/or access to certain information including public safety information (the "Confidential 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 the City of Beverly Hills, or which is not publicly known.

(b) Consultant, its employees, agents, and representatives shall hold the Information private and confidential, and shall not: (a) use the Confidential Information, nor cause the Confidential Information to be used for any purpose other than in performance of its duties to City, (b) participate in the wrongful use, illegal use, or unauthorized disclosure of the Confidential Information, or (c) 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.

(c) Consultant shall ensure that all of Consultant's employees, contractors and subcontractors who are provided access to or who otherwise gain access to the Information are advised of the confidential and proprietary nature of the Information, and that they shall not sell: (a) use the Confidential Information, nor cause the Confidential Information to be used for any purpose other than in performance of its duties to the City, (b) participate in the wrongful use, illegal use, or unauthorized disclosure of the Confidential Information, or (c) sell, release, free

trade, assign, or provide access to the Confidential Information, directly or indirectly, to third parties. This provision survives termination of Consultant's duties to City.

(d) Upon termination of its duties to City, Consultant shall destroy the media containing the Confidential Information, or if requested by City, immediately return all copies of media containing the Confidential Information.

(e) Where either party, its employees, agents, and/or representatives breach or otherwise violate any term, covenant, or condition within this Agreement, the aggrieved party shall be entitled to: (1) both preliminary and final injunctive relief without the need for a showing of actual or irreparable injury, (2) all other remedies available at law or equity, and (3) reasonable attorneys' fees and reasonable costs incurred through enforcement of this Agreement.

Section 10. Insurance.

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

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

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

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

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

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

(g) At all times during the term of this Agreement, Consultant shall maintain on file with the City Clerk a certificate or certificates of insurance on 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.

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

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

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

Section 11. Indemnification.

Consultant agrees to indemnify, hold harmless and defend City, City Council and each member thereof, and every officer, employee and agent of the City from any claims, 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 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 14. 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 15. 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 16. 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 17. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 18. 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 _____, 2007, at Beverly Hills,
California

CITY OF BEVERLY HILLS
A Municipal Corporation

JIMMY DELSHAD
Mayor of the City of Beverly Hills,
California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

[Signatures continue]

CONSULTANT:
MATRIX IMAGING PRODUCTS, INC.



J. W. LINHART
President and CEO



BECKY HORN
Vice President and Treasurer

APPROVED AS TO FORM:



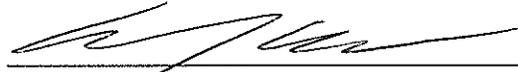
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD
City Manager



DAVID SCHIRMER
Chief Information Officer



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF SERVICES

CONSULTANT'S RESPONSIBILITIES:

Consultant shall provide City with consulting services related to the City's document and records management system (the "System"). Consultant's duties shall be required for each of the following:

- Office of the City Clerk
- Police Department / Administrative Services - Records
- Office of the City Attorney
- Department of Policy & Management
 - Office of the City Manager
 - Office of Public Affairs
- Fire Department / Records Administration
- Public Works Department
 - Records Administration
 - Project Administration
 - Engineering
 - Transportation
- Administrative Services
 - Finance
 - Human Resources
- Community Development
 - Planning
 - Building & Safety

Consultant's duties related to services to be delivered to the above named City departments, divisions, and offices shall include:

- Ensuring that each department, division, and office identified above has a static and working application as part of the Administrative Services and Equipment Rental line item below

- Ensuring that at least the numbers of documents identified below are converted to digital format, as identified by City
- Ensuring that the documents input into the System are properly OCR'd, text searchable and indexed as identified by City, subject to the condition of the original documents
- Providing rentals of necessary secondary equipment in order to complete document conversion in an expeditious and timely manner as part of the Administrative Services and Equipment Rental line item below
- Any additional services deemed necessary by Consultant to effectuate its duties under this Agreement

TASK 1 - PROJECT MANAGEMENT

Consultant shall provide a Project Manager to ensure a successful implementation. The responsibilities of Consultant's Project Manager shall include but are not limited to the following:

- (a) Serve as liaison between City representatives and Consultant;
- (b) Schedule and conduct conference calls and meetings with key City representatives as needed;
- (c) Ensure implementation schedule is maintained and accurate, including completion of all tasks and deliverables;
- (d) Provide all necessary documentation;
- (e) Manage Consultant's technical personnel and ensures uninterrupted service delivery to the City;
- (f) Resolve any conflicts during the course of the project; and
- (g) Provide weekly status reports to City staff.

Task 1 - Deliverables:

Weekly Status Reports: Consultant shall provide City with weekly Status Reports detailing the progress of the project, work completed, and milestones reached.

TASK 2 – FINALIZING EACH DEPARTMENT, DIVISION & OFFICE APPLICATION

The purpose of this Task is to review each application as identified above, to create applications for Administrative Services - Human Resources, Policy and Management, Public Affairs, and the Office of the City Attorney, and to update and finalize each application where necessary. Updates and finalization of the applications are limited to minor modifications to existing applications.

Consultant shall provide at least one (1) technical staff member to perform onsite services until each application is complete:

(a) Application Set-up, Updates & Finalization: As directed by City, Consultant shall perform application setup, updates and finalization of applications for each department, division, and office identified above.

(b) Additional Reviews, Configuration & Customizations by Consultant: As directed by City, Consultant shall perform administrative and technical review of all System components, including installation of the client, password set up and permissions, review of the systems, equipment, and parts inventory applet as well as integrating Documentum with City's Active Directory for synchronization of user login information.

Task 2 - Deliverables:

As-Built Design Document: Consultant shall provide City with documentation noting successful installation, configuration and connectivity of all the hardware and software. This shall include an as-built design drawing (Visio) of all hardware and software, including interconnectivity of each component.

TASK 3 – DOCUMENT MIGRATION, CONVERSION & INDEXING

The purpose of this Task is to identify the documents that will be converted and included in the System. Consultant shall complete capture and indexing of not less than the number of images identified below for each office, department and division. This task shall include, but is not limited to:

- (a) Preparation and scanning of letter-size, legal-size, large format and odd-size documents
- (b) Index using identifiers agreed upon for each City department / division
- (c) OCR / Full-Text Search where applicable

Task 3 - Deliverables:

Proof of Conversion of Identified Documents on a Department, Division and Office Basis: Consultant shall provide City with documentation noting configuration of each application, the number of images uploaded per department, division and office, and proof of usability (e.g., wrap meeting with the department, division or office), in a mutually agreeable form. This may include random testing to ensure that each application is static, and that the documents identified have been successfully uploaded into the System and are readily retrievable.

Department / Division / Office	Estimated # of Images to Convert
City Clerk' Office:	550,000
Police Department – Records:	1,222,000
City Attorney's Office:	5,000
Policy & Management – City Manager's Office:	11,050
Policy & Management – Public Affairs:	8,000
Fire Department – Records:	75,000
Public Works – Records Administration:	51,480
Public Works – Project Administration:	3,800
Public Works – Engineering:	13,000
Public Works – Transportation:	25,425
Administrative Services – Finance:	35,000
Administrative Services – Human Resources	20,000
Community Development – Planning:	132,000
Community Development – Building & Safety:	295,000
Administrative Services & Equipment Rental:	0
TOTAL # ESTIMATED IMAGES FOR THIS ENGAGEMENT:	2,446,755

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TASK 4 – ADMINISTRATOR TRAINING

Consultant shall provide administrator training and knowledge transfer related to the general aspects of the System, as well as related to administration of the System. Consultant shall provide this administrator level training for up to twelve (12) City representatives, for not less than eight (8) hours over a two (2) to four (4) day period. The specific areas of administrator level training shall include, but are not limited to the following:

- (a) Overview of Documentum environment
- (b) Administration of ApplicationXtender/WebXtednder
- (c) Administration of Kofax Ascent operations
- (d) Administration of DX Data Manager
- (e) Overview and Administration of Records Management functionality
- (f) Administration of any and all necessary imaging applications installed by Consultant.

Task 4 - Deliverables:

Training Materials & System Schematics: As part of the administrator level training, Consultant shall provide City representatives with any and all manuals and other documentation needed for effective knowledge transfer regarding System administration and maintenance for City's administrator level users.

TASK 5 – ACCEPTANCE

City shall issue acceptance provided that each department, division and office identified above has a complete and working application, and that at least the number of images identified above per location has been successfully uploaded and is properly retrievable from the System. Such acceptance shall not be unreasonably withheld.

TASK 6 – CERTIFICATE OF COMPLETION

Upon completion of all aspects of this project, including all training and fine-tuning of the System, Consultant shall issue a Certificate of Completion to City.

CITY’S RESPONSIBILITIES:

Wherever possible, City staff shall provide as much pre-preparation and post-preparation and clerical support as necessary to separate documents for ease of conversion, and to return the documents identified for conversion to their original file compositions (i.e., removing staples, removing paper clips, removing pages from binders, re-stapling, re-binding, re-filing materials upon completion of document conversion).

City recognizes that these tasks represent a significant cost savings to City and will facilitate Consultant in reaching and possibly exceeding the established document conversion goal for each department, division and office.

EXHIBIT B-1

SCHEDULE OF RATES

Upon satisfactory completion of the services required by this Agreement, Consultant shall submit an itemized statement to City for its services performed based on milestone payments identified in Exhibit B-2 (Schedule of Payment), which shall include documentation setting forth in detail a description of the services rendered. The schedule of rates is set forth below:

Departments, Divisions & Offices	Estimated Quantity of Images for Conversion	Estimated Cost Per Image (Average cost includes source, size, index fields, etc.)	Fixed Cost
City Clerk' Office:	550,000	\$.11	\$60,500.00
Police Department – Records:	1,222,000	\$.11	\$134,420.00
City Attorney's Office:	5,000	\$.30	\$1,500.00
Policy & Management – City Manager's Office:	11,050	\$.30	\$3,315.00
Policy & Management – Public Affairs:	8,000	\$.30	\$2,400.00
Fire Department – Records:	75,000	\$.30	\$22,500.00
Public Works – Records Administration:	51,480	\$.45	\$23,166.00
Public Works – Project Administration:	3,800	\$3.00	\$11,400.00
Public Works – Engineering:	13,000	\$3.00	\$39,000.00
Public Works – Transportation:	25,425	\$.30	\$7,627.50
Administrative Services – Finance:	35,000	\$.30	\$10,500.00
Administrative Services – Human Resources	20,000	\$.30	\$6,000.00
Community Development – Planning:	132,000	\$.90	\$118,800.00
Community Development – Building & Safety (Address Files):	218,000	\$.11	\$23,980.00
Community Development – Building & Safety:	77,000	\$.90	\$69,300.00
Administrative Services & Equipment Rental:	0	0	\$15,591.50
TOTAL # ESTIMATED IMAGES FOR THIS ENGAGEMENT:	2,446,755		\$550,000.00

The fixed costs identified above are based on a complex combination of criteria for each department, division & office including averaged costs based on, (i) the estimated number of images, (ii) the cost per image which is also determined by source size, media, and condition (bound, unbound, etc.). If requested by City pursuant to a change order and agreed upon by

Consultant, City may substitute or transfer the number of images from one department to another department. There is no additional cost as long as the images to be substituted are estimated at the same cost per image or the total cost of substitution equals the same estimated cost of the original images. If there is a credit, the City may provide additional images for conversion based on the credit amount. If there is an additional cost, the City may reduce the number of images from other departments or pay the additional cost to Matrix.

EXHIBIT B-2

SCHEDULE OF PAYMENT

City shall pay Consultant compensation in the amounts set forth in this Agreement. The total sum is the amount of Five Hundred and Fifty Thousand Dollars (\$550,000.00), as set forth in the purchase order issued by City for the Services to be provided pursuant to this Agreement. Said Compensation shall constitute reimbursement of Consultant's fee for the Services as well as the actual cost of any hardware, software, cabling, equipment, materials and supplies necessary to provide the Services (including labor, materials, delivery, tax, assembly and installation, as applicable).

Consultant shall invoice City on a form approved by City, and City shall pay Consultant the following amounts, and as described in detail below. City shall pay Consultant all undisputed amounts of such billing within thirty (30) days of receipt of the same.

PAYMENT MILESTONE	PERCENTAGE	AMOUNT
Execution of Agreement	20%	\$110,000
Completion of City Clerk's Office (finalize application & convert and input 550,000 images)	10%	\$55,000
Completion of Police Department (finalize application & convert and input 1,440,000 images)	15%	\$82,500
Completion of Policy & Management (create application for Public Affairs office, finalize applications & convert and input 19,050 images)	5%	\$27,500
Completion of the City Attorney's Office (create & finalize application & convert and input 5,000 images)	5%	\$27,500
Completion of Fire Department (update & finalize application & convert and input 75,000 images)	5%	\$27,500
Completion of Public Works (update & finalize applications & convert and input 93,705 images)	10%	\$55,000
Completion of Administrative Services (create application for Human Resources, finalize applications & convert and input 55,000 images)	10%	\$55,000
Completion of Community Development (update & finalize application & convert and input 209,000 images)	10%	\$55,000
Acceptance / Certificate of Completion	10%	\$55,000
	100.00%	\$550,000.00



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"/> 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: _____

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND CAMP DRESSER & MCKEE INC. FOR CONSULTING
SERVICES RELATED TO THE DEVELOPMENT AND
DRAFTING OF A NEW INFORMATION TECHNOLOGY
FIVE-YEAR STRATEGIC MASTER PLAN

NAME OF CONSULTANT: Camp Dresser & McKee Inc.

RESPONSIBLE PRINCIPAL
OF CONSULTANT: Hampik Dekermenjian, Vice President

CONSULTANT'S ADDRESS: 523 West Sixth Street, Suite 400
Los Angeles, CA 90014

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

COMMENCEMENT DATE: Upon Written Notice to Proceed

TERMINATION DATE: Upon Satisfactory Completion of all
Services

CONSIDERATION: A fixed fee of \$115,000, as more fully
described in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND CAMP DRESSER & MCKEE, INC. FOR CONSULTING
SERVICES RELATED TO THE DEVELOPMENT AND
DRAFTING OF A NEW INFORMATION TECHNOLOGY
FIVE-YEAR STRATEGIC MASTER PLAN

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

RECITALS

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

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

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

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

Section 2. Time of Performance. Consultant shall commence the Services upon a written notice to proceed, and shall continue performance until the Services are complete to City's full satisfaction.

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

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

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

Section 6. Party Representatives.

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

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

(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. 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 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, its employees, agents, representatives, and/or subcontractors in the performance of this Agreement.

Section 11. City's Responsibility. City shall provide Consultant with all pertinent data, documents, and other requested information as is available for the proper performance of Consultant's services.

Section 13. Work Product.

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

(b) Notwithstanding any other provision of this Agreement between Consultant and City or any provision of the scope of work, work assignments, work authorizations, or any amendment issued hereunder, all of Consultant's pre-existing or proprietary information, documents, materials, computer programs, or software developed by Consultant outside of this Agreement shall remain the exclusive property of Consultant.

(c) In addition to implementation of the IT Strategic Plan within the organization, the City desires to present and/or publish the IT Strategic Plan in connection with professional conferences and/or submit the IT Strategic Plan and/or City's implementation of such plan to professional organizations for consideration of awards or other recognition. Consultant warrants that nothing in this Agreement prevents such actions by the City.

Section 14. Non-Disclosure.

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

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

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

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

(b) The obligations under this Section shall not apply to Confidential Information that (a) is independently developed by Consultant or lawfully received free of restrictions from another source having the right to so furnish such Confidential Information; or (b) has become generally available to the public without breach of this Agreement by Consultant or any affiliate of Consultant; or (c) at the time of disclosure to Consultant was known to Consultant or any affiliate of Consultant free of restriction; or (d) the City agrees in writing is

free of such restrictions; or (e) is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the Consultant has given City prompt notice of such demand for disclosure and the Consultant reasonably cooperates with City's efforts to secure an appropriate protective order. Confidential Information shall not be deemed to fall within the exceptions noted herein merely because it is included in a document that also includes information that does not fall within such exceptions.

Section 15. Termination.

(a) Either party may cancel this Agreement, with or without cause, at any time upon thirty (30) days written notice to the other party. Consultant agrees to cease all work under this Agreement on or before the effective date of such notice.

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

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

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

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

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

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

EXECUTED the _____ day of _____, 200__.

CITY OF BEVERLY HILLS
A Municipal Corporation

JIMMY DELSHAD
Mayor of the City of Beverly Hills,
California

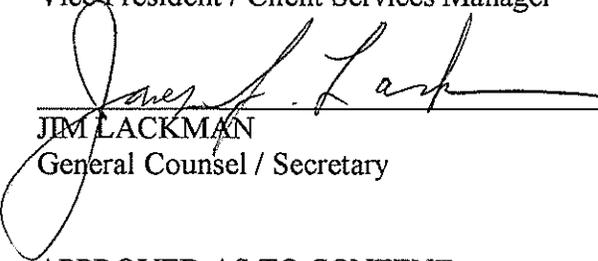
ATTEST:

BYRON POPE
City Clerk

Consultant:
CAMP DRESSER & MCKEE INC.



HAMPIK DEKERMENJIAN
Vice-President / Client Services Manager



JIM LACKMAN
General Counsel / Secretary

[
APPROVED AS TO FORM:

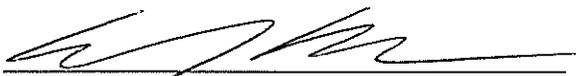


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



DAVID SCHIRMER
Chief Information Officer



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide consulting services (the “Services”) related to the research, development and drafting of a new City of Beverly Hills, Department of Information Technology Five-year Strategic Master Plan (“IT Strategic Plan”). The Services shall include the following:

- Information gathering, including independent research and interviews with staff and possibly consultants, citizen interest groups, and elected officials
- Assessment and analysis of each department, division and office served by IT for areas where ‘smart’ technology solutions can be integrated into traditional functions offered by municipal government
- Integration of Smart City / Intelligent Government models to emphasize developing eGovernment mentality, for provision of increasing reliable on-demand services via internet offerings, telecommunications, etc.
- Documentation of eBusiness Strategy model to stress emphasis of IT as a Business Partner to other departments, divisions and offices served
- Independent review and analysis of prior IT Strategic Plan
- Assessment of current projects and integration within the new IT Strategic Plan
- Outline, draft and finalize a new IT Strategic Plan

GENERAL PROJECT GOALS: Completion of the new IT Strategic Plan shall accomplish the following goals:

- Description of organizational IT needs and challenges
- Identification of high-level IT goals
- Prioritization of IT issues
- Development of an effective communication framework
- Cohesive management / staff understanding of IT goals and priorities
- Identification of clear and measurable performance metrics
- Articulation of a path forward for IT development and implementations

CONSULTANT'S RESPONSIBILITIES

TASK 1: Project Management

- A. Consultant shall provide a Project Manager to ensure successful planning, drafting and completion of the new Strategic Plan, including project management of all necessary activities related to the project. Consultant's Project Manager shall perform these services for all portions of this Agreement, including the discovery, requirements analysis, strategic development, and completion of the entire project, as directed by City.
- B. As part of Consultant's project management duties, Consultant shall provide general consulting services to City, as needed, including weekly status reports, document production, providing clarification of interviews, plans and other documentation as requested by City representatives.
- C. The responsibilities of Consultant's Project Manager shall include but are not limited to the following:
 - i. Serve as liaison between IT, City representatives and Consultant;
 - ii. Schedule and conduct conference calls and meetings with key City representatives as needed;
 - iii. Conduct requirements analyses;
 - iv. Ensure schedule is maintained and accurate, including completion of all tasks and deliverables;
 - v. Provide all necessary documentation;
 - vi. Manage Consultant's personnel and ensure uninterrupted service delivery to the City;
 - vii. Resolve any conflicts during the course of the Project; and
 - viii. Provide weekly status reports to City staff.
- D. Task 1 - Deliverables:
 - i. Project Plan: Consultant shall provide City with a Project Plan detailing the timeline, drop-dead dates, resource allocation, and Project milestones.
 - ii. Weekly Status Reports: Consultant shall provide City with weekly Status Reports detailing the progress of the project, work completed, and milestones reached.

TASK 2: Develop Strategic Vision

- A. Consultant shall meet with IT representatives and executive management, as directed by City to develop a Strategic Vision for the project. To determine the Strategic Vision, Consultant shall review and assess the City's existing IT Strategic Plan, and established short-term and long-term project goals and work plans to determine consistency with citywide goals and priorities, feasibility with current and projected project budgets, replacement schedules and proposed charge backs, and to ensure that IT goals are in synch with the current IT mission statement as well as the citywide mission statement.
- B. Key focal points will include:
 - i. Determining project goals and metrics
 - ii. Establishing project boundaries
 - iii. Defining project roles and responsibilities
 - iv. Outlining internal and external communication processes
 - v. Defining the target audience for the IT Strategic Plan
 - vi. Defining project review procedures, incorporating input and finalizing deliverables
 - vii. Defining core systems and their roles in a business context
 - viii. Defining the format of the IT Strategic Plan deliverable
- C. Task 2 - Deliverables:
 - i. Workshop: Consultant shall plan and run a two (2) to four (4) hour kick-off meeting / workshop for key IT staff and senior executive management as directed by City to determine the strategic vision for the project.
 - ii. Workshop Report: Consultant shall provide City with documentation of the workshop, which shall include detailed documentation of project goals, metrics, roles and responsibilities, communication processes and review procedures, and determination of the format for the final deliverable, the new IT Strategic Plan.

TASK 3: Assessment & Analysis

- A. Consultant shall conduct a thorough assessment of the City's current IT operations and initiatives by conducting a series of workshops and interviews with IT client departments, as directed by City. Consultant shall spend not less than two (2) weeks or eighty (80)

hours meeting with City representatives, consultants, community representatives and elected officials, as directed by City. These workshops will focus on gathering and reviewing responses to relevant questions such as:

- i. What is the current role of technology in this Department's operations?
 - ii. What are the key IT systems for the City?
 - iii. What data sources does IT require for delivery of effective services?
 - iv. Who are the end users?
 - v. What are IT's Strengths, Weaknesses, Opportunities and Threats (SWOT Analysis)?
 - vi. What is the current state of the City's business processes?
 - vii. Relative to the current business processes, where does the City need to be?
 - viii. What is the current end-user skill set in each Department?
- B. As part of this task, Consultant shall also conduct an independent review and analysis of the prior IT Strategic Plan. Consultant shall evaluate the information gathered from City representatives, consultants, community representatives and elected officials, and compare this with the prior plan and the Strategic Vision established in Task 2.
- C. Task 3 - Deliverables: Assessment & Analysis Report(s): Consultant shall provide City with an Assessment and Analysis Report, detailing the findings from the interviews, the independent evaluation of the prior IT Strategic Plan, and the Strategic Vision for the new IT Strategic Plan. Consultant shall present these findings to IT staff and executive management as directed by City.

TASK 4: Development & Evaluation of Alternatives

- A. This task will use the information gathered in Tasks 2 and 3 to identify strategies and projects that will build upon IT's strengths, and create opportunities for growth and development. Based on the Strategic Vision for the project, and the Assessment & Analysis Report(s), Consultant shall draft a set of initiatives and prioritization criteria for consideration by executive management, as directed by City. The draft set of initiatives shall include sample projects based on citywide IT initiatives.
- B. Consultant shall present these draft initiatives at a 4-hour (half-day) workshop for selected City officials, as directed by City, and shall address the following:
- i. Identification of projects and initiatives;
 - ii. Definition of performance metrics;

- iii. Definition of criteria for prioritizing projects and initiatives; and
 - iv. Consideration of business process impacts.
- C. Consultant shall conduct a second half-day (4-hours) workshop with key stakeholders and other individuals as directed by City to prioritize and select specific projects for inclusion in the new IT Strategic Plan. This will also include an assessment of budget considerations and a high level schedule of project activities and relationships between projects.
- D. Following the second workshop, Consultant shall compile the information gathered, and prepare a Draft Strategic IT Plan outline. The outline will be sent to workshop attendees for comment and proposed revisions.
- E. Task 4 - Deliverables:
- i. Workshops: Consultant shall plan and run two (2) half-day workshops for key IT staff and senior executive management as directed by City to gather information to build upon the information gathered during Tasks 2 and 3 to assist with drafting the IT Strategic Plan Outline.
 - ii. Workshop Report: Consultant shall provide City with documentation of the workshop, which shall include detailed documentation of Workshop outcomes and action items.
 - iii. Draft IT Strategic Plan Outline: Based on the information gathered Consultant shall provide City with a Draft IT Strategic Plan Outline for submission to workshop attendees for comment and revisions.
 - iv. IT Strategic Plan Outline: Upon review of comments to the Draft Strategic Plan Outline, and submission of re-writes for acceptance by City representatives, Consultant shall provide City with the Final IT Strategic Plan Outline which shall detail every section that will be included in the final IT Strategic Plan, including all projects and initiatives, performance metrics, criteria for prioritizing projects and initiatives, and business processes to be commenced and/or completed during the 5-year period covered by the new IT Strategic Plan.

TASK 5: Finalize the Information Technology Five-Year Strategic Master Plan

- A. Based on the IT Strategic Plan Outline delivered in Task 4 above, Consultant shall complete a Draft Strategic Plan for review and comment by selected City officials, as directed by City, using the agreed upon processes and based on the final deliverable format identified in Task 2 above.

- B. Upon review and comment by City representatives, Consultant shall revise the Draft IT Strategic Plan and re-submit for review by City.
- C. Consultant shall repeat the processes in A and B of this section until the final documentation is satisfactory to City, per the established guidelines, processes and formats identified in Task 2 above, and agreed to by Consultant and City.
- D. Consultant shall incorporate all of City's required changes. Upon completion of the required changes, Consultant shall submit the Final 5-Year IT Strategic Master Plan the designated City representatives for approval and acceptance, such acceptance shall not be unreasonably withheld.
- E. Task 5 - Deliverables:
 - i. City of Beverly Hills / Information Technology Five-Year Strategic Master Plan: Consultant shall provide City with four (4) bound copies of the Final Strategic Plan and at least two (2) CD's containing the Final Strategic Plan.
 - ii. Presentation of the new Strategic Plan: Upon acceptance of the new Strategic Plan, Consultant shall prepare and lead a presentation for senior executive management and other stakeholders, as identified by City, of the new Plan.

TASK 6: Certificate of Completion

Upon completion of all aspects of this Project, including all Project management duties and presentation of the final documentation, Consultant shall issue a Certificate of Completion to City.

CITY'S RESPONSIBILITIES

City shall provide Consultant with all necessary contact and resource information to coordinate and schedule all meetings and workshops that Consultant is required to provide under this Agreement. Additionally, City will provide Consultant with the space necessary to conduct these meetings. City shall also provide all necessary comments to Consultant within a reasonable period of time..

EXHIBIT B

SCHEDULE OF RATES AND PAYMENT

City shall pay Consultant compensation at the rates set forth in this Agreement. The total sum is the amount of One Hundred and Fifteen Thousand Dollars (\$115,000.00), as set forth in the purchase order issued by City for the Services to be provided pursuant to this Agreement. Said Compensation shall constitute reimbursement of Consultant's fee for the Services as well as the actual cost of any media, materials and supplies necessary to provide the Services (including labor, materials, delivery, tax, assembly and installation, as applicable).

Consultant shall invoice City on a form approved by City, and City shall pay Consultant at the following rates, and as described in detail below. City shall pay Consultant all undisputed amounts of such billing within thirty (30) days of receipt of the same.

PAYMENT MILESTONE	PERCENTAGE	AMOUNT
Execution of Agreement	25%	\$28,750
Completion of Task 2 – Develop Strategic Vision	10%	\$11,500
Completion of Task 3 – Assessment & Analysis	10%	\$11,500
Completion of Task 4 – Development & Evaluation of Alternatives	10%	\$11,500
Completion of Task 5 – Final Draft: Five-Year Information Technology Strategic Master Plan / Acceptance	30%	\$34,500
Certificate of Completion	15%	\$17,250
	100.00%	\$115,000.00

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 08/29/07

PRODUCER Aon Risk Services, Inc. of Massachusetts 99 High Street Boston MA 02110 USA

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

PHONE (866) 283-7124 FAX (866) 430-1035

INSURERS AFFORDING COVERAGE

INSURED Camp Dresser & McKee Inc. ONE CAMBRIDGE PLACE 50 HAMPSHIRE STREET CAMBRIDGE MA 021390000 USA

Handwritten signature and date: DJK 9/8/07

- INSURER A: Zurich American Ins Co
INSURER B: American Zurich Ins Co
INSURER C: Lloyd's of London
INSURER D: ACE American Insurance Company
INSURER E:

COVERAGES: This certificate is not intended to specify all endorsements, coverages, terms, conditions and exclusions of the policies shown. The State may apply.

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

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFFECTIVE DATE, POLICY EXPIRATION DATE, LIMITS. Rows include General Liability, Automobile Liability, Garage Liability, Excess Liability, Workers Compensation, and Other.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS City of Beverly Hills is added as an additional insured in regards to general liability and auto liability. waiver of Subrogation applies as required by contract.

CERTIFICATE HOLDER: City of Beverly Hills, 455 North Rexford Drive, Beverly Hills CA 90210 USA. AUTHORIZED REPRESENTATIVE: Aon Risk Services Inc., of Massachusetts.

Holder Identifier: 570024705378 Certificate No: 570024705378



**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"/>					

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

NAME OF CONTRACTOR: Star, Inc.

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Katya Bozzi
Executive Director

CONTRACTOR'S ADDRESS: 10117 W. Jefferson
Culver City, CA 90232

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Patricia Agnitch
Assistant Director of Community
Services/Recreation and Parks

COMMENCEMENT DATE: July 1, 2007

TERMINATION DATE: June 30, 2008, unless extended
pursuant to Section 2

CONSIDERATION: Not to exceed \$200,000 per year as
more particularly described in
Section 3

Responsible Principal by CONTRACTOR shall not be made without the prior written consent of CITY.

Section 7. Personnel.

(a) All of the services required under this Agreement shall be performed by CONTRACTOR.

(b) Prior to CONTRACTOR performing services under this Agreement, CONTRACTOR shall be fingerprinted by the CITY Police Department in order to conduct a State Department of Justice ("DOJ") background check. CITY shall waive the administrative cost of fingerprinting and shall pay the DOJ fees. If CONTRACTOR has been convicted of a misdemeanor or felony involving moral turpitude according to the DOJ report, CITY may terminate this Agreement immediately.

Section 8. Interests of 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 9. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of One Million Dollars (\$1,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

(b) CONTRACTOR 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 in accordance with State law, covering any vehicle utilized by CONTRACTOR in performing the services required by this Agreement.

(c) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Workers Compensation insurance as required by the State of California, and employers liability insurance with minimum limits of One Million Dollars (\$1,000,000) per accident.

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

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

(f) 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.

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

file with the City Clerk such certificate or certificates. The policies of insurance required by this Agreement shall contain an endorsement naming the CITY and the Beverly Hills Unified School District (the "DISTRICT") 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.

(h) 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.

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

Section 11. Termination.

(a) CITY may cancel this Agreement at any time upon five (5) days written notice to 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 full compensation for all services performed by CONTRACTOR, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, CONTRACTOR 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 CONTRACTOR for the full performance of the services required by this Agreement.

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

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

Section 13. Attorney's Fees. In the event that CITY or CONTRACTOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

Section 14. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

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

Section 16. 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 _____, 200__ at Beverly Hills, California.

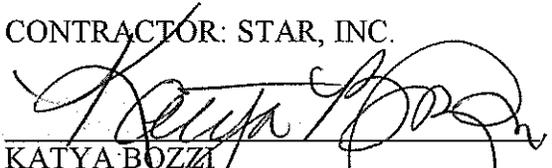
CITY OF BEVERLY HILLS
A Municipal Corporation

JIMMY DELSHAD
Mayor of the City of
Beverly Hills, California

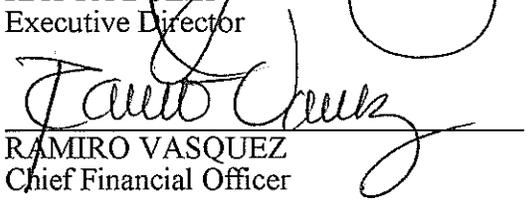
ATTEST:

(SEAL)
BYRON POPE
City Clerk

CONTRACTOR: STAR, INC.

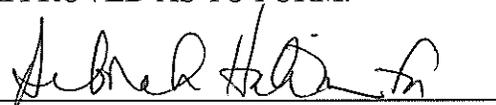


KATYA BOZZI
Executive Director



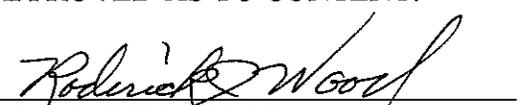
RAMIRO VASQUEZ
Chief Financial Officer

APPROVED AS TO FORM:

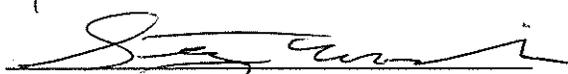


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



RODERICK J. WOOD
City Manager



STEPHEN M. MILLER
Director of Community Services

[signatures continue]



KARL KIRKMAN
Risk Manager

EXHIBIT A

Scope of Services

CONTRACTOR shall provide after school class instruction services for CITY's Department of Community Services at all Beverly Hills Unified School District elementary school sites, and in accordance with a schedule mutually agreed upon by the parties in writing. The schedule is subject to change by CITY, which may reschedule or cancel any or all classes at its discretion, provided, however, that any such action does not result in CONTRACTOR having less than two subjects per day at each school site. CONTRACTOR may cancel any class due to low enrollment (i.e., less than seven students), except RockSTAR. CITY and CONTRACTOR shall mutually agree upon the rates charged for the after school classes. CITY agrees that, as consideration for CONTRACTOR to enter into this Agreement, CITY shall not permit more than one (1) non-CONTRACTOR, one-hour kindergarten class per day per school site.

CONTRACTOR shall provide a Site Director ("Director") employed by CONTRACTOR at each school site. The Director shall be on site after school during the hours of class instruction provided, however, that the Director shall be permitted to leave once all of CONTRACTOR's and CITY's classes have ended. The Director shall oversee the general operation of the instruction services and be responsible for the general supervision of the registered participants and their attendance at and direction to their registered classes. CITY acknowledges and agrees to the following: (1) every class shall have a maximum of fourteen (14) students to one (1) teacher ratio for safety purposes, unless CITY agrees to a different ratio in writing for a particular class; (2) CITY shall be solely responsible for providing CONTRACTOR with all information necessary for the safety and health of the students including, but not limited to, emergency contact information, allergies and any other medical requirements; and (3) if CITY cancels a class offered by another vendor, the CITY shall be responsible for notifying the students, their parents, and the Director of such cancellation in a timely manner. CONTRACTOR may use the class rosters to monitor registrants' attendance and for emergency purposes only. CONTRACTOR shall not use the class rosters for publicity, marketing or any other commercial purposes.

CONTRACTOR shall conduct school assemblies and/or CONTRACTOR class demonstrations from time to time upon CITY's written request during regular school hours.

CITY shall provide a substitute teacher or CITY staff to supervise registered participants in classes cancelled by other vendors.



**EXHIBIT B
CERTIFICATE OF INSURANCE**

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

NAMED INSURED

COMPANIES AFFORDING COVERAGE

ADDRESS

A.
B.
C.

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

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

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

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

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

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

DATE: _____

BY: _____

Authorized Insurance Representative

AGENCY: _____

TITLE: _____

ADDRESS: _____

RM02.DOC REVISED 10/14/96.