



## AGENDA REPORT

**Meeting Date:** December 5, 2007  
**Item Number:** F-9  
**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 (2)

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**ITEM A. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY  
HILLS AND CARL WARREN & COMPANY FOR SELF-INSURANCE  
ADMINISTRATION SERVICES; AND,**

**APPROVAL TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF  
\$95,000 FOR THE SPECIFIED SERVICES.**

### **RECOMMENDATION**

Staff recommends that the City Council approve the agreement and purchase order with Carl Warren & Company in the amount of \$95,000 for Self-Insurance Administration Services.

### **INTRODUCTION**

The City of Beverly Hills self-insures the first \$1 million of loss for all third party liability claims. Because of the need for specialized claims handling, the City would not be able to maintain a staff to investigate liability claims in a cost effective manner. In order to process claims efficiently, the City contracts out the claims management service. The

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firm of Carl Warren and Company (Carl Warren) has provided liability self-insurance claims management services to the City since 1976.

### **DISCUSSION**

The current agreement with Carl Warren ended August 1, 2007. This contract will extend the services provided by Carl Warren for 3 years. The rate paid for services would increase each over the three years of the contract from the current of \$64 per hour to \$68 per hour in the first year, \$70 per hour in the second year and \$72 per hour in the last year.

### **FISCAL IMPACT**

Funds were budgeted and are available within the Liability Self-Insurance Internal Service Fund for this purpose.

**ITEM B. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND DATA SYSTEMS WORLDWIDE, INC. FOR PURCHASE AND INSTALLATION OF NEW NETWORK APPLIANCES AND RELATED SOFTWARE, AND MAINTENANCE AND SUPPORT SERVICES; AND,**

**APPROVAL TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$116,612.21 FOR THE SPECIFIED EQUIPMENT, SOFTWARE AND SERVICES.**

### **RECOMMENDATION**

Staff recommends that the City Council approve the agreement and purchase order with Data Systems Worldwide, Inc. in the amount of \$116,612.21 for the purchase and installation of new network appliances and related software and maintenance and support services.

### **INTRODUCTION**

Information Technology staff recommends the purchase of two new network security components, an F5 Networks Traffic Manager System and Infoblox Network Services Suite. These items will increase network security, including email filtering and protection from network security threats. The service agreements will provide for three years of maintenance and for these systems.

### **DISCUSSION**

Bids were solicited from a total of 5 vendors with Data Systems Worldwide providing the lowest bids on each of these systems. Total for both systems including equipment, installation, software and maintenance and support for the first year is \$116,612.21.

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**FISCAL IMPACT**

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



Noel Marquis  
Finance Approval



Scott G. Miller  
Approved By

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND CARL WARREN & COMPANY FOR SELF-INSURANCE  
ADMINISTRATION SERVICES

NAME OF CONSULTANT: Carl Warren & Company

RESPONSIBLE CITY  
OF CONSULTANT: Kevin Sovereign, Assistant Vice President

CONSULTANT'S ADDRESS: Post Office Box 116  
Glendale, California 9209  
Attention: Kevin Sovereign, Assistant Vice  
President

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: Karl Kirkman, Risk Manager

COMMENCEMENT DATE: August 1, 2007

TERMINATION DATE: July 31, 2010

CONSIDERATION: Not to exceed \$95,000 per year, based on the  
rates set forth in Exhibit B-1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND CARL WARREN & COMPANY FOR SELF-INSURANCE  
ADMINISTRATION SERVICES

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

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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. CONSULTANT shall not assign or attempt to assign any portion of this Agreement without the prior written approval of CITY.

Section 6. CONSULTANT: Responsible Principal(s). The Responsible Principal(s) 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.

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. All personnel engaged in the work shall be qualified to perform such services.

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. CONSULTANT shall immediately notify CITY of any potential or actual conflict of interest.

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 One Million Dollars (\$1,000,000) for each occurrence and in the aggregate, 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, with minimum limits of One Million Dollars (\$1,000,000).

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

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

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

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

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

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

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

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

(j) If CONSULTANT is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insured.

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

Section 11. Termination.

(a) CITY may cancel this Agreement 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 and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 14. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONSULTANT must be made in writing and approved by both parties.

Section 15. Notice. Any notice required to be given to CONSULTANT shall be deemed duly and properly given upon delivery, if sent to CONSULTANT postage prepaid to the CONSULTANT's address set forth above or personally delivered to CONSULTANT at such address or other address specified to CITY in writing by CONSULTANT.

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 CONSULTANT in writing by CITY.

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. 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

[Signatures continue]

ATTEST:

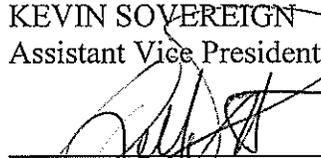
\_\_\_\_\_  
BYRON POPE  
City Clerk

(SEAL)

CONSULTANT: CARL WARREN & COMPANY



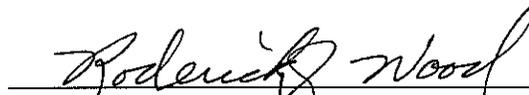
\_\_\_\_\_  
KEVIN SOVEREIGN  
Assistant Vice President

  
\_\_\_\_\_  
ROGER DEZWARTE  
Assistant Vice President

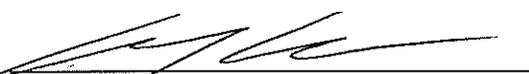
APPROVED AS TO FORM

  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
RODERICK J. WOOD  
City Manager

  
\_\_\_\_\_  
SCOTT G. MILLER  
Director of Administrative Services/Chief Financial  
Officer

  
\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager

## EXHIBIT A

### SCOPE OF SERVICES

CONSULTANT shall perform the following services to the full satisfaction of CITY:

#### 1. GENERAL

CONSULTANT shall: (a) represent the CITY in all matters related to the investigation, adjustment, processing, supervision and resolution of liability claims for money damages asserted by third parties against the CITY (and other participants in the program as specified); and (b) provide to CITY during the term of this Agreement all the services more particularly set forth hereinafter.

#### 2. INVESTIGATIVE SERVICES

CONSULTANT shall make available the professional services of Chris Hunt who shall provide complete investigative and analytical services including, but not limited to: (a) receipt and examination of all reports of accidents, incidents, claims or cases which are or may be the subject of such claims reported by CITY to CONSULTANT; and (b) the investigation of such accidents, incidents, claims or cases where examination warrants such investigation or when requested by CITY, such investigation to include on-site investigation, photographs, interviewing of witnesses, determination of losses and other such investigative services necessary to determine liability and loss but not to include Allocated Expenses and extraordinary professional services set forth below. Any substitution of personnel by CONSULTANT must be approved in advance by CITY and the agreement shall be amended to reflect the changes.

Regarding Allocated Expenses, CITY agrees to pay for the cost of all reasonable and supportable extraordinary services and costs, including but not limited to, professional photography, police reports, independent medical examinations, professional engineering services, laboratory services, bulk copy jobs, private investigators, legal costs and fees and work performed by accountants. CONSULTANT shall charge CITY for non-staff investigators or adjusters when, in the opinion of CONSULTANT, such assistance is necessary and reasonably related to the monetary exposure.

#### 3. SETTLEMENT AUTHORITY

CONSULTANT shall have no discretionary settlement authority.

#### 4. CLAIMS ADJUSTMENT SERVICES

CONSULTANT shall provide complete claims adjustment services on each accident or incident that may be the subject of a claim against the CITY which is reported to CONSULTANT by the CITY. Such services shall include, but not be limited to (a) the maintenance of a claim file on each potential or actual claim reported to CONSULTANT; (b) whenever its investigation results in a determination that CITY has sustained a liability to a third party, CONSULTANT shall process any such claim or potential claim for settlement in accordance with the CITY'S

instructions for settlement of such claims; and (c) obtaining all release agreements or proofs of loss on settlement of any claim or potential claim. Specific service instructions will be added to this Agreement as an exhibit. If subrogation is pursued, the rates in Exhibit B-1 shall apply unless a separate written contingency fee agreement is agreed to by CITY and CONSULTANT.

## **5. ADMINISTRATIVE SERVICES**

CONSULTANT shall provide the following administrative services: (a) assignment of a Principal Account Adjuster to the CITY; (b) providing CITY with electronic access to all reported claims during the term of this Agreement, indicating the status of each reported open claim assigned to CONSULTANT, the details of each such claim, the outstanding reserves for each claim and details of all claim payments; and (c) periodic review and adjusting of reserves on all open claims. Account specific reports and attendance at meetings (including round trip travel) shall be provided by CONSULTANT at the rates set forth in Exhibit B-2.

## **6. LEGAL SUPPORT SERVICES**

CONSULTANT shall provide the following legal support services on each claim wherein, the claimant has commenced litigation: (a) Upon notification by CITY that litigation has been filed on an open claim, CONSULTANT shall notify CITY and, in accordance with CITY'S instructions, the CITY'S excess insurance carrier and/or excess reporting authority, pool or group (the "excess entity") and/or trial attorney assigned by CITY to handle the case and provide such excess entity and/or trial attorney with all information and files concerning claim; (b) maintain liaison with CITY'S excess entity and/or trial attorney and provide such investigation services as are required by such attorney during pre-trial and trial stages; and (c) assist CITY'S excess entity and/or trial attorney with discovery and other legal processes.

## **7. CITY'S RESPONSIBILITIES**

CITY shall provide CONSULTANT with copies of all relevant documents upon request and without charge and shall make available any CITY employee for interviews by CONSULTANT at reasonable times concerning any investigation of a claim or incident pursuant to this Agreement.

## **8. DISPOSITION OF FILES ON TERMINATION OF AGREEMENT**

(a) As further described in Section 13 of the Agreement, all files on each claim are the property of the CITY.

(b) In the event of expiration of the Agreement, non-renewal thereof, or cancellation, CONSULTANT shall promptly forward all completed and pending claim files to the CITY unless CITY requests CONSULTANT to continue to process any files on a time and expense basis as provided for in Exhibit B-1.

(c) CITY agrees to pay CONSULTANT for the internal and/or external cost of retaining, storing, retrieving, logging, packing and shipping files which are stored on or off premises by CONSULTANT.

EXHIBIT B-1

SCHEDULE OF RATES

Services	\$68.00 per hour
Telephone	Included
Mileage	48.5 cents per mile
Photocopies	Included
Stenographic	Included
Photographs	\$2.50 each
Office Expense	Included
Set up fee	Included
1099 Preparation	\$10.00 each
Index (per submission)	\$15.00 each
Miscellaneous	At Cost

CONSULTANT may modify these rates upon giving CITY thirty (30) days prior written notice.

CITY agrees to pay the sum of Sixty-Eight and 00/100ths Dollars (\$68.00) per hour from August 1, 2007 through July 31, 2008 to CONSULTANT as compensation for professional claim handling services; Seventy and 00/100ths Dollars per hour from August 1, 2008 through July 31, 2009; and Seventy-Two and 00/100ths Dollars per hour from August 1, 2009 through July 31, 2010. Said charges shall be billed by CONSULTANT monthly and shall be supported with detailed information setting forth the hours worked, the type of work performed, and the costs incurred.

Incident reports not requiring any claimant contact or investigation will be reviewed and entered into an incident report log for \$30 per incident if CITY so requests.

CITY agrees to pay charges for outside adjusters other than CONSULTANT'S adjusters and file related expenses such as medical reports, police reports, etc. on a pass through basis with no additional fees added.

## EXHIBIT B-2

### Schedule of Payment

CONSULTANT shall submit an itemized statement to CITY for its services performed in the prior month, which shall include documentation setting forth in detail a description of the services rendered. CITY shall pay CONSULTANT the amount of such billing within thirty (30) days of receipt of same.

## CERTIFICATE OF INSURANCE

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

**NAMED INSURED**

**COMPANIES AFFORDING COVERAGE**

**ADDRESS**

A.  
B.  
C.

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

EXHIBIT C

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND DATA SYSTEMS WORLDWIDE, INC. FOR PURCHASE  
AND INSTALLATION OF NEW NETWORK APPLIANCES  
AND RELATED SOFTWARE, AND MAINTENANCE AND  
SUPPORT SERVICES

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:	Upon written notice to proceed
TERMINATION DATE:	Three years from installation and acceptance by CITY
CONSIDERATION:	\$116,612.21

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND DATA SYSTEMS WORLDWIDE, INC. FOR PURCHASE  
AND INSTALLATION OF NEW NETWORK APPLIANCES  
AND RELATED SOFTWARE, AND MAINTENANCE AND  
SUPPORT SERVICES

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

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Services. CONSULTANT shall provide the consulting services on an "as needed" basis or as mutually agreed to by the parties relating to the City's Network Security System and is 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. Term of Agreement. This Agreement is for a three year term, and shall terminate on the Termination Date set forth above, unless sooner terminated pursuant to Section 12 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, 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). CONSULTANT shall submit an itemized statement or invoice to CITY for its services, which shall include documentation setting forth in detail a description of the services rendered. CITY shall pay CONSULTANT the amount of such billing within thirty (30) days of receipt of same.

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. CONSULTANT shall not assign or attempt to assign any portion of this Agreement without the prior written approval of CITY.

Section 6. CONSULTANT: Responsible Principal(s). The Responsible Principal(s) 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.

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. Other personnel may be authorized to perform work under this Agreement subject to the prior written approval of CITY's Risk Manager.

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

Section 9. Insurance.

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

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

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

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

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

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

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

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

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

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

Section 11. Agreement Takes Precedence. In case of a conflict between Consultant's Standard Support Contract attached hereto as Exhibit A and this Agreement, this Agreement shall take precedence.

Section 12. Termination.

(a) CITY may cancel this Agreement 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 13. 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 14. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 15. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONSULTANT must be made in writing and approved by both parties.

Section 16. Precedence. In case of a conflict between CONSULTANT's Quotes as set forth in Exhibit A, the terms of this Agreement shall take precedence over CONSULTANT's Quotes.

Section 17. Notice. Any notice required to be given to CONSULTANT shall be deemed duly and properly given upon delivery, if sent to CONSULTANT postage prepaid to the CONSULTANT's address set forth above or personally delivered to CONSULTANT at such address or other address specified to CITY in writing by CONSULTANT.

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 CONSULTANT in writing by CITY.

Section 18. 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 19. 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 20. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 21. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement 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:

\_\_\_\_\_  
BYRON POPE  
City Clerk

(SEAL)

CONSULTANT:  
DATA SYSTEMS WORLDWIDE, INC.

\_\_\_\_\_  
PHIL MOGAVERO  
President

\_\_\_\_\_  
ROSARIO PARCO  
Controller

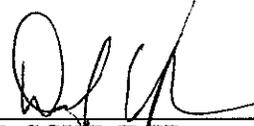
APPROVED AS TO FORM

\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
RODERICK J. WOOD  
City Manager

[Signatures continue]



---

DAVID SCHIRMER  
Chief Information Officer



---

KARL KIRKMAN  
Risk Manager

## EXHIBIT A

### Scope of Work

CONSULTANT shall purchase and install the network appliances and software (or “equipment”) to the full satisfaction of CITY as described in CONSULTANT's Quotes, attached hereto and incorporated herein by this reference. CONSULTANT shall provide maintenance and support services for such equipment pursuant to the terms and conditions of CITY's maintenance and support agreement with CONSULTANT, Agreement No. 273-07, dated July 10, 2007.

Any additional services shall require a separate agreement between CITY and CONSULTANT.

**DATA SYSTEMS WORLDWIDE, INC.**

6110 Variel Avenue  
 2nd Floor  
 Woodland Hills, CA 91367  
 Phone: 818-883-9800  
 Fax: 818-883-4604

<b>Quote #</b>	<b>Page</b>
36413	1 of 1
<b>Quote Date</b>	
10/22/2007	
<b>Terms</b>	
NET 30	

**Sold** CITY OF BEVERLY HILLS  
**To** NICOLE McCLINTON  
 455 N. REXFORD DRIVE  
 BEVERLY HILLS, CA 90210  
 USA  
 310-285-2597

**Ship** CITY OF BEVERLY HILLS  
**To** MARK HOBSON  
 455 N. REXFORD DRIVE  
 BEVERLY HILLS, CA 90210

Quote No	Quote Date	Prospect #	Expiration	Salesman	Ship Via	Purchase Order
36413	10/22/2007	1666	11/30/2007	ALEX TARCE	UPS GROUND	REQUIRED

Li	Qty Ordered	Item Number	Description	MFG	Unit Price	Unit	Extended Amount
1	2	F5-SVC-BIG-PRE-L1-3	BIG-IP SERVICE PREMIUM LEVEL 1-3 HWR	F5	9,304.95	EACH	18,609.90

**This quote expires on 11/30/2007**

<b>Sales Total</b>	\$18,609.90
<b>Distribution</b>	.00
<b>Sales Tax</b>	.00
<b>Quote Total</b>	\$18,609.90

No Exchanges or Credits allowed after 7 Days. 15% re-stocking fee on returns, 50% re-stocking fee on custom orders. In no event shall Seller be liable for direct, indirect, incidental, or consequential damages, including lost profits. Buyer's sole and exclusive remedy in event of defect is limited to correction of defect by adjustment, replacement, or repair at Seller's election. Except as specifically provided herein, there are no other warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. Buyer hereby grants Seller a purchase money security interest in all goods sold pursuant hereto in the amount of the total purchase price of said goods. Amounts not paid in accordance with the terms of this quotation shall be subject to Service Charges at the rate of 1.5% per month. In the event that outside mediation is necessary for the collection of invoiced amounts, the Buyer is responsible for the cost of collection and reasonable attorney's fees.

Accepted By (Sign) \_\_\_\_\_  
 Print Name \_\_\_\_\_

**DATA SYSTEMS WORLDWIDE, INC.**

6110 Variel Avenue  
 2nd Floor  
 Woodland Hills, CA 91367  
 Phone: 818-883-9800  
 Fax: 818-883-4604

<b>Quote #</b>	<b>Page</b>
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**Sold** CITY OF BEVERLY HILLS  
**To** NICOLE McCLINTON  
 455 N. REXFORD DRIVE  
 BEVERLY HILLS, CA 90210  
 USA  
 310-285-2597

**Ship** CITY OF BEVERLY HILLS  
**To** MARK HOBSON  
 455 N. REXFORD DRIVE  
 BEVERLY HILLS, CA 90210

Quote No	Quote Date	Prospect #	Expiration	Salesman	Ship Via	Purchase Order
36382	10/18/2007	1666	11/30/2007	ALEX TARCE	UPS GROUND	REQUIRED

Li	Qty Ordered	Item Number	Description	MFG	Unit Price	Unit	Extended Amount
1	1	IB-550-NSS	INFOBLOX-550 WITH NETWORK SERVICES SUITE.	INX	5,996.00	EACH	5,996.00
2	2	IB-1050-NSS	INFOBLOX-1050 WITH NETWORK SERVICES SUITE.	INX	12,396.00	EACH	24,792.00
3	3	IB-POWER-CORD-US	INFOBLOX - POWER CORD, US.	INX	.00	EACH	.00
4	3	IB-SHIP-APPLIANCE	SHIPPING CHARGE PER HARDWARE UNIT ORDERED.	INX	100.00	EACH	300.00

**This quote expires on 11/30/2007**

<b>Sales Total</b>	\$31,088.00
<b>Distribution</b>	.00
<b>Sales Tax</b>	2,540.01
<b>Quote Total</b>	\$33,628.01

No Exchanges or Credits allowed after 7 Days. 15% re-stocking fee on returns, 50% re-stocking fee on custom orders. In no event shall Seller be liable for direct, indirect, incidental, or consequential damages, including lost profits. Buyer's sole and exclusive remedy in event of defect is limited to correction of defect by adjustment, replacement, or repair at Seller's election. Except as specifically provided herein, there are no other warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. Buyer hereby grants Seller a purchase money security interest in all goods sold pursuant hereto in the amount of the total purchase price of said goods. Amounts not paid in accordance with the terms of this quotation shall be subject to Service Charges at the rate of 1.5% per month. In the event that outside mediation is necessary for the collection of invoiced amounts, the Buyer is responsible for the cost of collection and reasonable attorney's fees.

Accepted By (Sign) \_\_\_\_\_  
 Print Name \_\_\_\_\_

**DATA SYSTEMS WORLDWIDE, INC.**

6110 Variel Avenue  
 2nd Floor  
 Woodland Hills, CA 91367  
 Phone: 818-883-9800  
 Fax: 818-883-4604

Quote #	Page
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 455 N. REXFORD DRIVE  
 BEVERLY HILLS, CA 90210  
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 BEVERLY HILLS, CA 90210

Quote No	Quote Date	Prospect #	Expiration	Salesman	Ship Via	Purchase Order
36383	10/18/2007	1666	11/30/2007	ALEX TARCE	UPS GROUND	REQUIRED

Li	Qty Ordered	Item Number	Description	MFG	Unit Price	Unit	Extended Amount
1	1	IB-MAIN-550-NSS-03	INFOBLOX 3-YEAR MAINTENANCE FOR INFOBLOX-550 WITH NETWORK SERVICES SUITE.	INX	3,445.00	EACH	3,445.00
2	2	IB-MAIN-1050-NSS-03	3-YEAR MAINTENANCE FOR INFOBLOX-1050 WITH NETWORK SERVICES SUITE.	INX	7,095.00	EACH	14,190.00

**This quote expires on 11/30/2007**

<b>Sales Total</b>	\$17,635.00
<b>Distribution</b>	.00
<b>Sales Tax</b>	.00
<b>Quote Total</b>	\$17,635.00

No Exchanges or Credits allowed after 7 Days. 15% re-stocking fee on returns, 50% re-stocking fee on custom orders. In no event shall Seller be liable for direct, indirect, incidental, or consequential damages, including lost profits. Buyer's sole and exclusive remedy in event of defect is limited to correction of defect by adjustment, replacement, or repair at Seller's election. Except as specifically provided herein, there are no other warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. Buyer hereby grants Seller a purchase money security interest in all goods sold pursuant hereto in the amount of the total purchase price of said goods. Amounts not paid in accordance with the terms of this quotation shall be subject to Service Charges at the rate of 1.5% per month. In the event that outside mediation is necessary for the collection of invoiced amounts, the Buyer is responsible for the cost of collection and reasonable attorney's fees.

Accepted By (Sign) \_\_\_\_\_  
 Print Name \_\_\_\_\_

**DATA SYSTEMS WORLDWIDE, INC.**

6110 Variel Avenue  
 2nd Floor  
 Woodland Hills, CA 91367  
 Phone: 818-883-9800  
 Fax: 818-883-4604

<b>Quote #</b>	<b>Page</b>
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10/18/2007	
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**Sold** CITY OF BEVERLY HILLS  
**To** NICOLE McCLINTON  
 455 N. REXFORD DRIVE  
 BEVERLY HILLS, CA 90210  
 USA  
 310-285-2597

**Ship** CITY OF BEVERLY HILLS  
**To** MARK HOBSON  
 455 N. REXFORD DRIVE  
 BEVERLY HILLS, CA 90210

Quote No	Quote Date	Prospect #	Expiration	Salesman	Ship Via	Purchase Order
36384	10/18/2007	1666	11/30/2007	ALEX TARCE	UPS GROUND	REQUIRED

Li	Qty Ordered	Item Number	Description	MFG	Unit Price	Unit	Extended Amount
1	2	IB-SVC-PS-1-DAY	INFOBLOX - PROFESSIONAL SERVICES - INSTALLATION SERVICES - HOURLY RATE (TRAVEL & EXPENSES EXCLUDED).	INX	2,495.00	EACH	4,990.00
2	1	IB-SVC-PS-TVL	INFOBLOX - INFOBLOX PROFESSIONAL SERVICE TRAVEL EXPENSE (PER UNIT).	INX	500.00	EACH	500.00
NOTE:TAX AND SHIPPING ARE ESTIMATES ONLY AND WILL BE RECALCULATED ON THE INVOICE.							

**This quote expires on 11/30/2007**

<b>Sales Total</b>	\$5,490.00
<b>Distribution</b>	.00
<b>Sales Tax</b>	.00
<b>Quote Total</b>	\$5,490.00

No Exchanges or Credits allowed after 7 Days. 15% re-stocking fee on returns, 50% re-stocking fee on custom orders. In no event shall Seller be liable for direct, indirect, incidental, or consequential damages, including lost profits. Buyer's sole and exclusive remedy in event of defect is limited to correction of defect by adjustment, replacement, or repair at Seller's election. Except as specifically provided herein, there are no other warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. Buyer hereby grants Seller a purchase money security interest in all goods sold pursuant hereto in the amount of the total purchase price of said goods. Amounts not paid in accordance with the terms of this quotation shall be subject to Service Charges at the rate of 1.5% per month. In the event that outside mediation is necessary for the collection of invoiced amounts, the Buyer is responsible for the cost of collection and reasonable attorney's fees.

Accepted By (Sign) \_\_\_\_\_  
 Print Name \_\_\_\_\_

**DATA SYSTEMS WORLDWIDE, INC.**

6110 Variel Avenue  
 2nd Floor  
 Woodland Hills, CA 91367  
 Phone: 818-883-9800  
 Fax: 818-883-4604

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**Sold** CITY OF BEVERLY HILLS  
**To** NICOLE McCLINTON  
 455 N. REXFORD DRIVE  
 BEVERLY HILLS, CA 90210  
 USA  
 310-285-2597

**Ship** CITY OF BEVERLY HILLS  
**To** INFORMATION TECHNOLOGY  
 9355 CIVIC CENTER DRIVE  
 LEVEL B - ATTN: MARK HOBSON  
 BEVERLY HILLS, CA 90210-4877  
 USA  
 310-285-2572

Quote No	Quote Date	Prospect #	Expiration	Salesman	Ship Via	Purchase Order
36355	10/16/2007	1666	11/29/2007	ALEX TARCE	UPS GROUND	REQUIRED

Li	Qty Ordered	Item Number	Description	MFG	Unit Price	Unit	Extended Amount
1	2	F5-BIG-LTM-1500-2GB-RS	F5 NETWORKS - BIGIP SWITCH - LOCAL TRAFFIC MANAGER 1500, 2GB. * Includes support for BIG-IP Software Module Compression (up to 5Mb)  NOTE: TAXES & SHIPPING ARE ESTIMATES AND WILL BE RE-CALCULATED AT TIME OF ORDER.	F5	16,420.00	EACH	32,840.00

**This quote expires on 11/29/2007**

<b>Sales Total</b>	\$32,840.00
<b>Distribution</b>	200.00
<b>Sales Tax</b>	2,709.30
<b>Quote Total</b>	\$35,749.30

No Exchanges or Credits allowed after 7 Days. 15% re-stocking fee on returns, 50% re-stocking fee on custom orders. In no event shall Seller be liable for direct, indirect, incidental, or consequential damages, including lost profits. Buyer's sole and exclusive remedy in event of defect is limited to correction of defect by adjustment, replacement, or repair at Seller's election. Except as specifically provided herein, there are no other warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. Buyer hereby grants Seller a purchase money security interest in all goods sold pursuant hereto in the amount of the total purchase price of said goods. Amounts not paid in accordance with the terms of this quotation shall be subject to Service Charges at the rate of 1.5% per month. In the event that outside mediation is necessary for the collection of invoiced amounts, the Buyer is responsible for the cost of collection and reasonable attorney's fees.

Accepted By (Sign) \_\_\_\_\_  
 Print Name \_\_\_\_\_

**DATA SYSTEMS WORLDWIDE, INC.**

6110 Variel Avenue  
 2nd Floor  
 Woodland Hills, CA 91367  
 Phone: 818-883-9800  
 Fax: 818-883-4604

<b>Quote #</b>	<b>Page</b>
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10/17/2007	
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**Ship** CITY OF BEVERLY HILLS  
**To** MARK HOBSON  
 455 N. REXFORD DRIVE  
 BEVERLY HILLS, CA 90210

Quote No	Quote Date	Prospect #	Expiration	Salesman	Ship Via	Purchase Order
36362	10/17/2007	1666	11/29/2007	ALEX TARCE	UPS GROUND	REQUIRED

Li	Qty Ordered	Item Number	Description	MFG	Unit Price	Unit	Extended Amount
1	1	F5-INST-BIG-LTM-ADV	F5 NETWORKS - BIG-IP INSTALLATION: LOCAL TRAFFIC MANAGER ADVANCED 2 DAY ONSITE.  NOTE:TAX AND SHIPPING ARE ESTIMATES ONLY AND WILL BE RECALCULATED ON THE INVOICE.	F5	5,500.00	EACH	5,500.00

**This quote expires on 11/29/2007**

<b>Sales Total</b>	\$5,500.00
<b>Distribution</b>	.00
<b>Sales Tax</b>	.00
<b>Quote Total</b>	\$5,500.00

No Exchanges or Credits allowed after 7 Days. 15% re-stocking fee on returns, 50% re-stocking fee on custom orders. In no event shall Seller be liable for direct, indirect, incidental, or consequential damages, including lost profits. Buyer's sole and exclusive remedy in event of defect is limited to correction of defect by adjustment, replacement, or repair at Seller's election. Except as specifically provided herein, there are no other warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. Buyer hereby grants Seller a purchase money security interest in all goods sold pursuant hereto in the amount of the total purchase price of said goods. Amounts not paid in accordance with the terms of this quotation shall be subject to Service Charges at the rate of 1.5% per month. In the event that outside mediation is necessary for the collection of invoiced amounts, the Buyer is responsible for the cost of collection and reasonable attorney's fees.

Accepted By (Sign) \_\_\_\_\_  
 Print Name \_\_\_\_\_

## EXHIBIT B

### Compensation and Payment

(a) CITY shall pay CONSULTANT for the satisfactory performance of services required by this Agreement as set forth above and in CONSULTANT's Quotes, Exhibit A.

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



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

Table with columns: COMPANY (A. B. C.), COVERAGE, POLICY NUMBER, EXPIRATION DATE, and LIMITS (B.I., P.D., AGGREGATE). Coverage items include AUTOMOBILE LIABILITY, GENERAL LIABILITY, PRODUCTS/COMPLETED OPERATIONS, BLANKET CONTRACTUAL, CONTRACTOR'S PROTECTIVE, PERSONAL INJURY, EXCESS LIABILITY, and WORKERS' COMPENSATION.

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

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

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

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

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

DATE: \_\_\_\_\_

BY: \_\_\_\_\_
Authorized Insurance Representative

TITLE: \_\_\_\_\_

AGENCY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

RM02.DOC REVISED 10/14/96.

EXHIBIT C