



AGENDA REPORT

Meeting Date: January 8, 2008
Item Number: F-6
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. Resolutions (1)
2. Agreements (4)

**ITEM A. RESOLUTION OF THE COUNCIL OF THE CITY OF BEVERLY HILLS
APPROPRIATING FUNDS IN THE AMOUNT OF \$91,100 FOR
REPAIRS AND RESTORATION OF PUBLIC OUTDOOR SCULPTURE,
"SISYPHUS", BY ALEXANDER LIBERMAN, AND;**

**APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY
HILLS AND GRISWOLD CONSERVATION ASSOCIATES, LLC, FOR
REPAIRS AND RESORATION OF PUBLIC OUTDOOR SCULPTURE,
"SISYPHUS", BY ALEXANDER LIBERMAN, AND;**

**APPROVAL TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF
\$91,100 FOR THE REPAIR AND RESTORATION SERVICES
DESCRIBED.**

RECOMMENDATION

Staff recommends that the City Council adopt the resolution and approve the agreement and purchase order with Griswold Conservation Associates, LLC, for repairs and restoration of the public art sculpture "Sisyphus" by Alexander Liberman in the total not-to-exceed amount of \$91,100.

INTRODUCTION

The public art sculpture, "Sisyphus" was struck by a vehicle and is in need of repair and restoration.

DISCUSSION

Griswold Conservation Associates, LLC, has the skills, knowledge and ability to restore the Alexander Liberman sculpture "Sisyphus". The cost of this service is \$91,100 which will be reimbursed by the City's supplemental insurance carrier when repairs are complete and the sculpture is reinstalled.

FISCAL IMPACT

Funds were not budgeted but are available in the Self Insurance Internal Services Funds retained earnings for this purpose. The cost of this repair and restoration will be reimbursed by the City's supplemental insurance carrier when repairs are complete and the sculpture is reinstalled.

ITEM B. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND STERLING CODIFIERS, INC. FOR CODIFICATION SERVICES RELATED TO THE CITY'S MUNICIPAL CODE.

RECOMMENDATION

Staff recommends that the City Council approve the agreement with Sterling Codifiers, Inc. in the not-to-exceed annual amount of \$15,000 for codification services related to the City's Municipal Code.

INTRODUCTION

Sterling Codifiers, Inc. was awarded the contract for codification services related to the City's Municipal Code on October 7, 2003.

DISCUSSION

This agreement is for ongoing codification services and online hosting of the City's Municipal Code for a five year period to ensure a continuity of these services.

FISCAL IMPACT

Funds were budgeted and are available in the City Clerks programs for this purpose.

ITEM C. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND PHAROS SYSTEMS INTERNATIONAL, INC. FOR PUBLIC LIBRARY PUBLIC ACCESS MANAGEMENT SYSTEMS; AND,

APPROVAL TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$57,118.79 FOR THE SPECIFIED EQUIPMENT, SOFTWARE AND SERVICES.

RECOMMENDATION

Staff recommends that the City Council approve the agreement and purchase order with Pharos Systems International, Inc. in the amount of \$57,118.79 for the purchase and installation of a software and hardware package solution for the Library's public access management system.

INTRODUCTION

The purchase includes software and hardware that will enable library patrons to reserve PC time, PC print and copy services and self-service account maintenance.

DISCUSSION

Information Technology staff recommends the purchase of these items to provide Library patrons the ability to make copies, print documents and make computer reservations for use of Library computers and copying equipment on a self-service basis.

FISCAL IMPACT

Funds were budgeted and are available in the Library Facility Maintenance and Improvement program for this purpose.

ITEM D. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND KRB CONSTRUCTION FOR EMERGENCY SEWER LINE REPLACEMENT AT CAMDEN HOUSE RESTAURANT, A CITY LEASED PROPERTY; AND,

APPROVAL TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$55,800 FOR THE SPECIFIED SERVICES.

RECOMMENDATION

Staff recommends that the City Council approve the agreement and purchase order with KRB Construction in the not-to-exceed annual amount of \$55,800 for emergency sewer line replacement at Camden House Restaurant, a City leased property.

INTRODUCTION

In mid September the City was notified by its tenant, Camden House Restaurant located in the 440 N. Camden parking structure, that there was a plumbing problem. Camden House had been experiencing backups in its restrooms and had called their own plumber to resolve the problem. Their plumber after attempting to clear the line with an electric snake inserted a video camera into the line and discovered that there was a break in the line. At that point the City's plumbing contractor, KRB Construction was dispatched to the location to determine the extent of the problem.

DISCUSSION

KRB Construction found that the line was cracked and broken and that all the soil surrounding the pipe was contaminated with raw sewage. In total 45 feet of 4 inch sewer line was replaced, sixteen tons of soil was removed and replaced and floor tiles in the dining areas and kitchen were replaced. This work was done late at night and the area was completely enclosed to avoid any contamination so that the restaurant could remain open.

Staff originally thought that this work could be performed under the blanket purchase order the City has with KRB Construction. However, the scope of this project was so extensive that a separate purchase order is required to cover the cost of this repair.

FISCAL IMPACT

Funds were budgeted and are available in the Capital Projects Internal Service Fund programs for this purpose.

ITEM E. APPROVAL TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$56,570 TO COALINGA MOTORS, INC. FOR PURCHASE OF THREE CHEVROLET COLORADO MINI PICKUP TRUCKS.

RECOMMENDATION

Staff recommends that the City Council approve a purchase order with Coalinga Motors, Inc. for the purchase of three Chevrolet Colorado mini pickup trucks in the not-to-exceed amount of \$56,570.

INTRODUCTION

As part of its annual replacement review, Fleet Services evaluates each vehicle for age, use, and maintenance cost for possible replacement. The intent of their review is to ensure that vehicles in the City Fleet are safe, reliable, modern and relevant to the City's mission. As a result of this review, vehicles 151, 153 and 154, three Ford Ranger mini pickups, were selected for replacement.

DISCUSSION

Under the City's purchasing codes staff is requesting waiver of formal bidding so that the purchase can be made more cost effectively under the provisions of the State of California Department of General Services Vehicle Contract. Coalinga Motors, Inc. will

Meeting Date: January 8, 2008

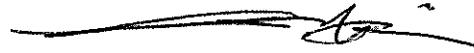
extend to the City the same prices, terms and conditions as stipulated in the state contract. The price for the three vehicles including all taxes and fees is \$56,569.56.

FISCAL IMPACT

Funds were budgeted and are available in the Capital Assets Internal Service Fund for this purpose.



Noel Marquis
Finance Approval



Scott G. Miller
Approved By

RESOLUTION NO. _____

RESOLUTION OF THE COUNCIL OF THE CITY OF BEVERLY HILLS APPROPRIATING FUNDS IN THE AMOUNT OF \$91,100 FOR REPAIRS AND RESTORATION OF PUBLIC OUTDOOR SCULPTURE, "SISYPHUS", BY ALEXANDER LIBERMAN

The Council of the City of Beverly Hills does resolve as follows:

Section 1. Appropriation of funds in the amount of \$91,100 is authorized as follows:

FROM	TO
\$91,100 Self-Insurance Internal Services Fund 45-30000	\$91,100 Contractual Services 4500605-73120

Purpose: For repairs and restoration of public art sculpture "Sisyphus" by Alexander Liberman.

Section 2. The City Clerk shall certify to the adoption of this resolution and shall cause this resolution and his certification to be entered in the Book of Resolutions of the Council of this City.

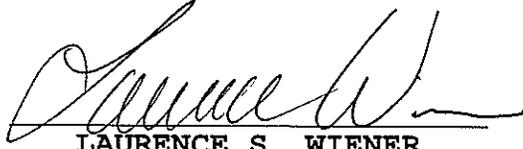
Adopted:

JIMMY DELSHAD
Mayor of the City of
Beverly Hills, California

ATTEST:

BYRON POPE
City Clerk (SEAL)

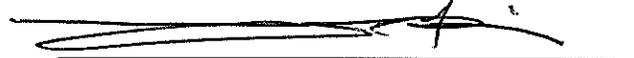
Approved as to form:



LAURENCE S. WIENER
City Attorney

Approved as to content:

RODERICK J. WOOD
City Manager



Scott Miller
Director of Administrative
Services/CFO

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND GRISWOLD CONSERVATION ASSOCIATES, LLC, FOR
REPAIRS AND RESTORATION OF PUBLIC OUTDOOR
SCULPTURE, "SISYPHUS", BY ALEXANDER LIBERMAN

NAME OF VENDOR: Griswold Conservation Associates, LLC

RESPONSIBLE PRINCIPAL OF VENDOR: John Griswold, Principal, Conservator

VENDOR'S ADDRESS: 2054 Coldwater Canyon Drive
Beverly Hills, California 90210 .

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

COMMENCEMENT DATE: Upon Notice to Proceed

TERMINATION DATE: December 31, 2008

CONSIDERATION: \$91,100 as described in Exhibit B-1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND GRISWOLD CONSERVATION ASSOCIATES, LLC, FOR
REPAIRS AND RESTORATION OF PUBLIC OUTDOOR
SCULPTURE, "SISYPHUS", BY ALEXANDER LIBERMAN

THIS AGREEMENT is made as of the Commencement Date set forth above, by and between the City of Beverly Hills (hereinafter called "CITY"), and Griswold Conservation Associates, LLC (hereinafter called "VENDOR").

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

Section 1. VENDOR's Services. VENDOR shall perform the services as described in Exhibit A, attached hereto and incorporated herein, to the full satisfaction of CITY.

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

Section 3. Compensation. CITY agrees to compensate VENDOR, and VENDOR agrees to accept in full satisfaction for the services required by this Agreement the Consideration set forth above and further described in Exhibit B-1, attached hereto and incorporated herein. CITY shall pay VENDOR said Consideration in accordance with the schedule of payment set forth in Exhibit B-2, attached hereto and incorporated herein.

Section 4. Independent Contractor. VENDOR 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 VENDOR or any of VENDOR's employees, except as herein set forth. VENDOR 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. This Agreement may not be assigned in whole or in part by either party, without the prior written consent of the other party.

Section 6. VENDOR: Responsible Principal. The Responsible Principal set forth above shall be principally responsible for VENDOR's obligations under this Agreement and shall serve as principal liaison between CITY and VENDOR. Designation of another Responsible Principal by VENDOR shall not be made without the prior written consent of CITY.

Section 7. Personnel. VENDOR represents that it has, or shall secure at its own expense, all personnel required to perform VENDOR's services under this Agreement. VENDOR may associate with or employ associates or subconsultants in the performance of its services under this Agreement, but at all times shall be responsible for their services.

Section 8. Interests of VENDOR. VENDOR 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 VENDOR.

Section 9. Insurance.

(a) VENDOR 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 VENDOR.

(b) VENDOR 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 VENDOR in performing the services required by this Agreement.

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

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

(g) At all times during the term of this Agreement, VENDOR 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. VENDOR 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 VENDOR 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, VENDOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or VENDOR shall procure a bond guaranteeing payment of losses and expenses.

Section 10. Indemnification. VENDOR 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 VENDOR or any person employed by VENDOR 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 VENDOR. VENDOR 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 VENDOR, VENDOR shall be paid full compensation for all services performed by VENDOR, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, VENDOR shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation based on the rates set forth in Exhibit B-1, provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid VENDOR for the full performance of the services required by this Agreement.

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

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 VENDOR in writing by CITY.

Section 13. Successors and Assigns. VENDOR shall not assign or attempt to assign any portion of this Agreement without the written approval of CITY.

Section 14. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and VENDOR, 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 VENDOR.

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

EXECUTED this ____ day of _____, 200__ at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

JIMMY DELSHAD
Mayor of the City of
Beverly Hills, California

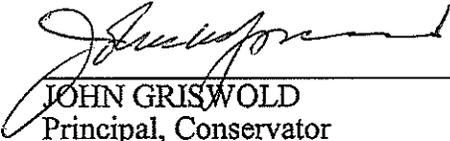
Signatures continue:

ATTEST:

BYRON POPE
City Clerk

(SEAL)

VENDOR: GRISWOLD
CONSERVATION ASSOCIATES, LLC



JOHN GRISWOLD
Principal, Conservator

APPROVED AS TO FORM:

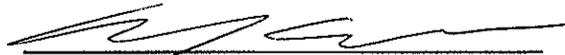


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



STEPHEN M. MILLER
Director of Community Development



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF SERVICES

VENDOR'S EXAMINATION AND PROPOSAL

VENDOR's Project Number: 07 .48 .60

Sculpture Title: Sisyphus

Artist/Period: Alexander Liberman/1983

Inscriptions: not available

Material: painted steel

Dimensions: H: W: D: Diam: (to be measured)

Date of Proposal: 7/11/07 (revised 10/31/07)

Description:

The sculpture is a large-scale construction of steel shapes, cut from mild steel sheet and welded into a non-representational composition. Some shapes are three-dimensional geometric forms with triangular facets, others are arcs, apostrophe-like shapes and complex curvilinear pieces with free-form contours. The grouping is supported partially on four inverted, triangular, box-like legs that extend out of the general footprint on four-inverted triangular, box-like legs that extend out of the general footprint of the mass of the sculpture assemblage; other points closer to the interior (welded angle tabs/flanges) are anchored to the circular concrete slab with bolts. Torch-cut edges retain their rough texture in some locations, and spot welds are visible, not overly chased. These details express the artist's hand in the creative process. All steel components are painted orange-red with a moderate gloss. A significant amount of body filler compound was reportedly used by the artist, according to Crosby Coughlin, representative of the artist's estate.

The sculpture is sited in the grassy median where Little Santa Monica Blvd. meets Burton Way, at Civic Center Drive, in Beverly Hills. It is mounted on a low, circular concrete slab, unpainted. A grouping of seven palm trees stands to the east of the sculpture.

Condition before Treatment:

The sculpture, otherwise in good condition, was recently struck by an automobile. Approximately 1/3 of the total sculpture was damaged. Most of the damage was concentrated on the lower half of the south side of the sculpture, although the entire sculpture rotated counterclockwise, and deformation, breakage of welds, etc. occurred beyond this area. One large piece of cut-out steel, roughly in the shape of an apostrophe, was completely separated from the sculpture.

VENDOR shall perform the following conservation services:

The following work will be performed at multiple locations under the direction of the conservator.

1. Digital photographs will be taken to document the condition before treatment.
2. Pieces will be sorted and details of the damage will be evaluated in comparison with pre-damage photos to determine the original configuration of all components. Deformed pieces may be detached and straightened to determine the original outline and dimensions. Determination will be made whether specific damaged components may be successfully re-shaped without compromising strength, and which will need to be replicated in order to achieve the artist's intended appearance. (Consultation with fabricators indicates that cold-rolling may result in saving most, if not all, of the pieces.)
3. Local areas of damaged paint will be removed using appropriate chemical and mechanical methods, taking care not to damage the original texture of the metal or details of welds, edges, etc.
4. Salvageable damaged components will be manipulated back into their original position using both cold and hot working methods. Where possible, pieces will remain attached at original points. In some cases, disassembly-removal will be required. New welds will be made to appear consistent with the artist's other welds.
5. New pieces will be made as needed, cut from the same stock as the original, using closely similar techniques. Templates created from the damaged pieces will be used to faithfully replicate the shapes. The new pieces will be welded in place using methods designed to minimize collateral damage from heat (e.g. heat sinks and clays, TIG or MIG systems, etc.) Weld areas will be chased as appropriate to achieve the intended appearance. Welding rod will closely match the original materials. Cold filling methods may be used to either replace original filler disturbed during the restoration process, or to correct small flaws as needed.
6. The entire sculpture will be prepared for re-painting. This may include local or overall abrasive blasting with appropriate media, hand preparation methods, etc. Sound paint may or may not be removed completely, in keeping with the coating manufacturer's instructions. The paint system to be used is to be approved by the artist's estate representative and the owner. A catalyzed paint system may be used if approved (e.g. epoxy primer, acrylic urethane topcoat and clearcoat, etc.). Samples of two systems will be prepared and provided for review/approval.
7. Digital photographs will be taken to document the condition after treatment.
8. A report will be written detailing the materials and methods used during treatment.

In addition to the above treatment, VENDOR will consult regarding removal and re-installation, to be performed by an approved art handling firm under separate contract with CITY.

EXHIBIT B-1

COMPENSATION

VENDOR shall be compensated for the satisfactory completion of services required by this Agreement in the fixed amount of Ninety-One Thousand One Hundred Dollars (\$91,100) as described below:

Documentation and Treatment

Labor	
Conservator 160 hours @ \$125/hr	\$20,000
Specialty welding subcontractor	\$31,000
Painting subcontractor	\$29,500
Art handler (transport within studio and to specialist shops)	\$ 7,250
Materials and supplies:	
Steel, paint system, solvents, blasting media, chemicals, supplies	\$2,100
Equipment rental, misc. expenses	\$1,250
TOTAL FIXED FEE	\$91,100*

Total fee does not include de-installation/reinstallation, crating/bracing, transport to and from installation site, and fine art insurance.

The work is expected to take approximately 6 to 9 months. Treatment can be scheduled within 3 weeks once written notification to proceed is received.

EXHIBIT B-2

SCHEDULE OF PAYMENT

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



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	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.

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND STERLING CODIFIERS, INC. FOR CODIFICATION
SERVICES RELATED TO THE CITY'S MUNICIPAL CODE

NAME OF CONSULTANT:	Sterling Codifiers, Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Rob Rollins, President
CONSULTANT'S ADDRESS:	7600 Mineral Drive Couer d'Alene, Idaho 83815
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: David Schirmer Chief Information Officer
COMMENCEMENT DATE:	January 1, 2008
TERMINATION DATE:	December 31, 2013
CONSIDERATION:	Not to exceed \$15,000.00 per year

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND STERLING CODIFIERS, INC. FOR CODIFICATION
SERVICES RELATED TO THE CITY'S MUNICIPAL CODE

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Sterling Codifiers, Inc., (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 provide services related to the codification of the Municipal Code of the City of Beverly Hills as is more particularly described in Exhibit A to the full satisfaction of CITY.

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 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. 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. 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.

Section 9. Indemnification and Intellectual Property Indemnification.

(a) 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.

(b) CONSULTANT agrees to indemnify, hold harmless and defend the CITY, City Council and each member thereof, every officer, employee and agent of City, from any liability or financial loss (including, without limitation, attorney's fees and costs) arising from or related to any claim that the software and/or hardware provided by CONSULTANT infringes upon any copyright, trade secret, trademark, patent or other proprietary or intellectual property right of any third party. This indemnity provision shall survive termination of this Agreement.

Section 10. 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 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 12. 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 13. 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 14. Notice. Any notices, bills, invoices or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during receiving party's regular business hours or by facsimile before or during receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 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. 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.

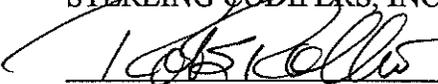
CITY OF BEVERLY HILLS
A Municipal Corporation

JIMMY DELSHAD
Mayor of the City of
Beverly Hills, California

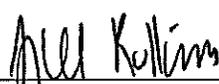
ATTEST:

_____. (SEAL)
BYRON POPE
City Clerk

CONSULTANT:
STERLING CODIFIERS, INC.

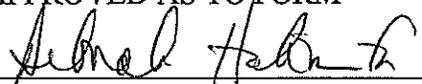


ROB ROLLINS
President



JILL ROLLINS
Secretary-Treasurer

APPROVED AS TO FORM



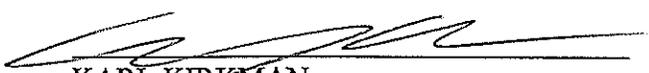
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD
City Manager



DAVID SCHIRMER
Chief Information Officer



KARL KIRKMAN
Risk Manager

**EXHIBIT A
SCOPE OF SERVICES**

CONSULTANT shall provide services related to ongoing publishing and codification of supplements to CITY's municipal code. This includes updates and supplements to the body of administrative and regulatory ordinances and/or local laws that are general and permanent, in existence and in full force and effect as duly adopted by the Council for the CITY, excluding the texts of standard codes adopted by reference (such as, but not limited to, building, housing or fire prevention codes recommended by ICBO, BOCA, etc., and state codes or regulations, etc.).

1. SUPPLEMENT SERVICE

- A. CONSULTANT shall analyze each ordinance for discrepancies or conflicts with other parts of the code not addressed by the new or amending legislation. Any questions will be immediately directed to CITY and clarified before work on legislation is completed. Ordinance amendments will then be inserted, matching the current font, format, footnote and numbering system, all changes made to the table of contents, index and disposition tables, and the proper number of supplement sets for hard copy and updated electronic copies forwarded to CITY, along with an updated code preface and supplement insertion guide. Concurrent with the each supplement, the code will be updated online. The CITY will forward ordinances to CONSULTANT as they are adopted for ongoing supplement service.
- B. In conjunction with ongoing supplement service, CONSULTANT shall post CITY's newly adopted ordinances online in our "Pending Codification" folder.
- C. CONSULTANT shall provide hard copy supplements to CITY subscribers for an annual fee. It is understood CITY currently has 20 code subscribers for either all or part of the code.

2. ADDITIONAL SERVICES

Upon the written request of CITY, CONSULTANT shall perform any of the following services, at an additional cost:

- A. The preparation of pamphlets containing portions of the code as published, such as the zoning title, will be billed at CONSULTANT's prevailing rates.
- B. The preparation of additional volumes of the code, beyond the quantity contracted herein, may be ordered at any time at CONSULTANT's prevailing rates.
- C. Changes involving cover material, seals, metals, colors or multiple colors, or other changes from CONSULTANT's standard binder can be made available at CITY's request and at extra expense to CITY, with such costs not to exceed the extra expense of CONSULTANT.

3. CITY'S RESPONSIBILITIES

- A. CITY is responsible for the correctness and accuracy of the information it supplies CONSULTANT, for providing CONSULTANT with decisions and answers to questions

and problems raised by them, and for the prompt payment of invoices as provided herein. In order for CONSULTANT to adhere to production schedules and meet delivery deadlines, it is necessary for CITY to communicate with and provide information to CONSULTANT without delay.

4. CONSULTANT'S RESPONSIBILITIES

- A. CONSULTANT is responsible for the correctness and accuracy of its work, based upon the materials and information supplied by CITY, as reflected in the published code or supplements delivered to CITY. Regardless of CITY's acceptance of published materials when delivered, CONSULTANT shall correct errors found either by CITY or CONSULTANT with succeeding supplementation. CONSULTANT's liability for all services will extend only to the correcting of errors in the code or supplementation, not to any acts or occurrences as a result of such errors, and only so long as this Agreement is in effect.

- B. CONSULTANT shall provide for an open dialogue between its staff and CITY to discuss procedures and to familiarize CITY with the scope of services under this Agreement.

EXHIBIT B-1

SCHEDULE OF RATES

ITEM	DESCRIPTION	RATES
<u>Online Code:</u>	Annual hosting fee (effective 1/1/04)	\$500
<u>Supplement Service:</u>	Annual fee w/ quarterly Supplements	\$0
	Hard copy; single column; per page, same price for b/w diagrams & tables (@ 150 pages per supplement)	\$21.00
	Internet update, per supplement	\$0
	Two CD's of the updated code with each quarterly supplement	\$0
<u>Additional Services:</u> <i>(based on terms of Agreement, upon City's written request for additional services, City will be billed at these rates)</i>	Color diagrams in hard copy	<i>Actual Cost</i>
	Reprints, including binder and tabs; two volumes per set	\$175.00
	Reprints, code content only; per set	\$95.00
	Subscriber service for third parties; annual fee	\$150.00
<u>Total estimated annual cost:</u>	Not to exceed \$15,000 per year	

EXHIBIT B-2

SCHEDULE OF PAYMENT

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

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
PHAROS SYSTEMS INTERNATIONAL, INC. FOR PUBLIC
LIBRARY PUBLIC ACCESS MANAGEMENT SYSTEMS

NAME OF VENDOR: Pharos Systems, International, Inc.

RESPONSIBLE PRINCIPAL OF VENDOR: Leann Hicks, Chief Financial Officer

VENDOR'S ADDRESS: 100 WillowBrook Office Park
Fairport, NY 14450

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

COMMENCEMENT DATE: Upon receipt of a Notice to Proceed from
City and delivery of a City purchase order in
the total amount of the Agreement

TERMINATION DATE: One year from the date of the Notice to
Proceed, unless extended pursuant to
Section 2 of the Agreement

CONSIDERATION: \$53,771.63

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND PHAROS SYSTEMS INTERNATIONAL, INC. FOR
PUBLIC LIBRARY PUBLIC ACCESS MANAGEMENT
SYSTEMS

THIS AGREEMENT is made and entered into by and between the City of Beverly Hills (hereinafter called "City"), and Pharos Systems, International, Inc. (hereinafter called "Vendor").

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

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

Section 2. Time of Performance. Vendor shall perform the services on or by the Termination Date set forth above. The City Manager or his designee may extend the Time of Performance in writing for additional one-year terms.

Section 3. Compensation.

(a) City agrees to compensate Vendor, and Vendor agrees to accept in full satisfaction for the services required by this Agreement an amount not to exceed the Consideration set forth above. Said Consideration shall constitute reimbursement of Vendor's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable).

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

Section 4. Independent Contractor. Vendor 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 Vendor or any of Vendor's employees, except as herein set forth. Vendor 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. Vendor: Responsible Principal. The Responsible Principal set forth above shall be principally responsible for Vendor's obligations under this Agreement and shall serve as principal liaison between City and Vendor. Designation of another Responsible Principal by Vendor shall not be made without the prior written consent of City.

Section 6. Personnel. Vendor represents that it has, or shall secure at its own expense, all personnel required to perform Vendor's services under this Agreement. Vendor may associate with or employ associates or subconsultants in the performance of its services under this Agreement upon the prior written approval of City, but at all times shall be responsible for their services.

Section 7. Interests of Vendor. Vendor 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 Vendor.

Section 8. Insurance.

(a) Vendor 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 Vendor.

(b) Vendor 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 Vendor in performing the services required by this Agreement.

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

(d) Vendor 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) Vendor 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 Vendor's expense, the premium thereon.

(g) At all times during the term of this Agreement, Vendor 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. Vendor 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 Vendor 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, Vendor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Vendor shall procure a bond guaranteeing payment of losses and expenses.

Section 9. Indemnification. Vendor 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 Vendor or any person employed by Vendor in the performance of this Agreement.

Section 10. Termination.

In the event of termination or cancellation of this Agreement by City, due to no fault or failure of performance by Vendor, Vendor shall be paid full compensation for all services performed by Vendor, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, Vendor shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation based on the costs set forth in Exhibit A, provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid Vendor for the full performance of the services required by this Agreement. Notwithstanding the foregoing, Vendor is not obligated to refund any pre-paid support services.

Section 11. Notice. Any notice required to be given to Vendor shall be deemed duly and properly given upon delivery, if sent to Vendor postage prepaid to the Vendor's address set forth above or personally delivered to Vendor at such address or other address specified to City in writing by Vendor.

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 Vendor in writing by City.

Section 12. Successors and Assigns. Vendor shall not assign or attempt to assign any portion of this Agreement without the written approval of City. Such consent shall not be unreasonably withheld.

Section 13. Entire Agreement. This Agreement represents the entire integrated agreement between City and Vendor, 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 Vendor.

Section 14. Attorney's Fees. In the event that City or Vendor 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 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

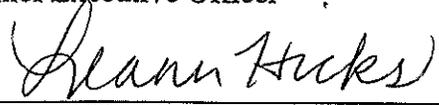
[Signatures continue]
ATTEST:

JIMMY DELSHAD
Mayor of the City of
Beverly Hills, California

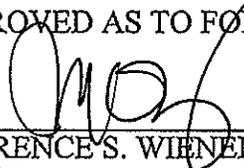
BYRON POPE
City Clerk (SEAL)

VENDOR: PHAROS SYSTEMS,
INTERNATIONAL, INC.


KEVIN PICKHART
Chief Executive Officer



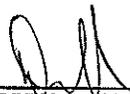
LEANN HICKS
Chief Financial Officer

APPROVED AS TO FORM:


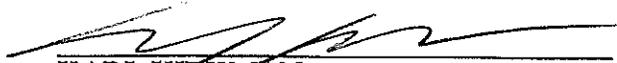
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

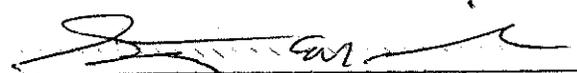
RODERICK J. WOOD
City Manager



DAVID SCHIRMER
Chief Information Officer



KARL KIRKMAN
Risk Manager



STEPHEN M. MILLER
Director of Community Services

EXHIBIT A

Scope of Services

Statement of Work

Overview

Installation, configuration, and training services, including travel expenses, for the implementation of the solution as outlined in Quote 0914007SW02-BHPL, attached hereto as Attachment I.

Requirements

As outlined in Vendor minimum hardware specification, available network and database resource to allow access to the data base and network infrastructure.

Assumptions

City will provide Microsoft Windows server for the Pharos Uniprint Primary Server, Print Server, database, and network components per Pharos Minimum System Requirements guide.

City will provide appropriate physical and/or network access to all devices, systems, and applications pertaining to this implementation, as needed or requested by Vendor or City.

Deliverables

Vendor shall deliver the following;

1. The Statement Of Work delivery schedule within 5 business days upon receipt of the Purchase Order. The delivery schedule will define the start and completion dates of the project. The Purchase Order must be received within the validity period of the quotation defined in Schedule C of this Statement of Work.
2. The package solution within or by the defined delivery timeframe with the functionalities described in Schedule B of this Statement Of Work.
3. Installation of Pharos Systems Uniprint Solution Suite CD including Off the Glass and Signup.
4. Configuration of up to 10 printers and 5 copiers/MFP's
5. Setup, testing, and installation of up to 8 Pharos Omega PS150 network terminals
6. Setup, installation and testing of one Pharos Kiosk for public access solution
7. Up to 8 hours of custom script development to assist in account imports
8. Configuration and testing of the Pharos Innovative Gateway interface

9. Basic Uniprint product training
10. Staff training for manual account setup, cashier transactions, system maintenance and backup.

Component functions

Uniprint Server

The Uniprint software is installed and configured on a server supplied by the library. See separate specification for system requirements.

Innovative LMS

The existing Innovative LMS will be used for patron account access. A gateway will be established between the LMS and Uniprint systems.

Patron Kiosk

The patron kiosk will be used by patrons for self service account maintenance.

Omega PS150 Terminal

The Pharos Omega PS150 Terminal is used for authentication, copy control and print release for the Xerox MFPs. They connect to the MFP using Ethernet (for print jobs) and by the foreign device interface (for copy control). This is an integrated hardware and software component supplied by Pharos.

Xerox MFP

The Xerox MFPs are supplied by the Library for Patron use.

Pharos Station

The Pharos Station is used for library patrons to reserve PC time using the Pharos SignUp software (resident on the Uniprint server). One Pharos Station is recommended for every separate location (lab or work room) where PCs are available for reservation. The Pharos Station software is not a licensed component. Workstation PC hardware will be provided by the library.

Public Use PCs

The public use PCs are the workstations that are being reserved using the Sign-up solution. A Pharos Signup client is installed on each computer. The number of computers controlled is a licensed component of the Uniprint system. The hardware is provided by the library.

Additional Information - Installation Parameters

Pharos Professional Services will be onsite at Beverly Hills Public Library (BHPL) to install and configure, and integrate the following Pharos Solution Components. Approximately 8 hours of training is intended to be completed, as needed and as available.

<u>Component</u>	<u>Number to Install</u>
Server Components	
<ul style="list-style-type: none"> • Combined Pharos Principal, Print, & Signup Server 1 <ul style="list-style-type: none"> o Principle Server <ul style="list-style-type: none"> ▸ Pharos Database, Pharos Database Server, Pharos License Server, ▸ Pharos Distribution Server, Pharos Surveyor, Pharos Admin, ▸ Pharos Reports, Pharos Remote, Pharos Help o Pharos Print Server <ul style="list-style-type: none"> ▸ Pharos Print Server, Pharos LPD Server, Pharos Popup Server, ▸ Pharos EDI Server, Pharos Web Server o Pharos Signup Server <ul style="list-style-type: none"> ▸ Pharos Signup Server, Pharos Nerve Center 	
Workstation Components ~50	
<ul style="list-style-type: none"> • Pharos Popup/Notify Client for Windows YES • Pharos Popup/Notify Client for Mac YES • pharos Signup Clients YES 	
Pharos Print Queues ~10	
<ul style="list-style-type: none"> • Pharos Printer Queues YES • Pharos Spool Queues YES • Pharos Popup Questions YES 	
Pharos Omega/s ~8	
<ul style="list-style-type: none"> • Hardware connections • Application connectivity and configuration 	
Pharos Station/s	
<ul style="list-style-type: none"> • Pharos Signup Reservation Station YES • Pharos Account Station YES 	
Additional Components	
<ul style="list-style-type: none"> • Customer Service Kiosk 1 • Innovative Gateway with III Script 1 	

Additional Information – Server Hardware/Software Layout

**Combined Principal,
Print, & Signup Server**



Pharos Principal and Print Server

Server Name: _____
Server IP: _____
Server OS*: _____
SQL Server Version*: _____
Microsoft IIS 6.0

Pharos Components:
Pharos Database
Pharos Database Server
Pharos Distribution Server
Pharos License Server
Pharos Print Server
Pharos Popup Server
Pharos LPD Server
Pharos EDI Server
Pharos Administrator
Pharos Remote
Pharos Reports
Pharos Surveyor
Innovative Gateway

Pharos Recommends
Windows Server 2003 and
SQL Server 2005

Responsibilities

The reseller and/or end-customer, as defined in Schedule A, Agreement, of this Statement Of Work, has the following responsibilities;

1. Pre-requisite installation of the overall Pharos solution at the (client) site.
2. Installation, configuration, implementation and roll-out of the Pharos solution throughout the site.

Pre-requisites

1. Network
 - The network is stable and remains operational during the implementation and installation of the Pharos software.
 - Communication between servers, clients and printers is possible at all times.
 - TCP/IP is the primary network protocol used.

- An IP address and subnet scheme already exists which the Pharos components can utilize.
 - Data received and transmitted from the network interface does not currently or is not likely to exceed the limitations of the network interface for any of the Pharos installed machines.
 - The interface has access to the SQL Server at all times.
2. Operating Systems
- Pharos software is being installed only on operating systems that are currently supported by the version of Pharos software being installed.
3. Servers
- The server installed as the primary Pharos server is operational at all times. The primary Pharos server has a stable operating system loaded.
 - Any servers installed as a Pharos Uniprint® Print and/or PopUp server are operational at all times. The Pharos Uniprint® Print and/or PopUp server has a stable operating system loaded.
 - It is the responsibility of the Customer to insure that Pharos server software is secured such that the software cannot be removed, disabled, bypassed or manipulated.
4. Pharos Stations
- Pharos Stations are dedicated PCs that are operational at all times. Pharos Stations have a stable operating system loaded.
 - It is the responsibility of Customer to insure that Pharos Stations are secured such that the software cannot be removed, disabled, bypassed or manipulated.
 - Pharos Stations should be configured so that the Pharos Station software is the only application available for use by a user/patron.
 - It is recommended that the client follow the Pharos Help documentation for recommended security measures.
5. Printers, Print Drivers, and Printer Ports
- Print drivers being utilized by servers and workstations conform to one of the following standards:
 - o PCL 1, 2, 3, 4, 5, PCLXL (PCL 6), HPGL, HPGL/2
 - o Postscript 1, 2, 3
 - Transmission of the print data to printers is handled by the operating system.
 - Proprietary print monitors and ports do not disrupt the normal operating system printing process.
6. Domains and Security
- It is assumed that Pharos Servers are placed into an already existing domain or are the PDC/BDC for their own domain.
 - Domain, network and PC security is the responsibility of Customer during and after installation. This includes the primary Pharos server, Pharos Print and PopUp servers, and the Pharos Station.
 - Domain and PC security cannot be guaranteed during the installation of the Pharos software.
 - Installation of any Pharos software components can take place with the sites existing security setup.
7. Billing System
- Pharos Internal Accounts
 - Assumed that the flat file or domain controller is available on a regular basis for continual updates.
 - The file or domain controller contains all the relevant information to populate the Pharos SQL Database, e.g. user id, group, first and last names.
 - Users are loaded into the Pharos Database through the standard interfaces.

- Card Readers
 - It is assumed that all card reader types and card types being used in conjunction with the Pharos system are supported by the Pharos software version being installed.
 - All card reader hardware is securely protected against theft, removal and damage. It is the responsibility of Customer to insure that the card reader and all related equipment is kept operational at all times.
 - Online Billing Systems
 - The online billing system being used in conjunction with Pharos system is supported by the Pharos software version being installed.
 - The online system has been setup and is ready to received transactions from the Pharos software.
 - Test cards have been activated in the online billing system.
 - The online billing system is operational at all times and can be accessed by the Pharos system.
 - The Customer manages the security of the online billing system.
 - The Customer secures the connection to the online billing system and is responsible for insuring that the connection is not compromised.
 - Third Party Charging
 - The system is operational at all times can be access by the Pharos system.
 - Billing and cost center data supplied from the third party system is available at the required period to import into the Pharos system.
8. Documentation
- The Customer has well documented instructions and posted signs explaining the operation of the Pharos software and components.

PUBLIC LIBRARIES PRODUCT QUOTE
North America

SITE/RESELLER: Beverly Hills Public Library

DATE: September 17, 2007

Quote provided by: Sam Wilkins QUOTE number 09140075W02-BHPL

These prices are valid for 30-days from the date of this quote

Qty	Product Code	Description	Unit Price \$US	Ext. Price \$US	Total Price \$US
SOFTWARE LICENSES					
SignUp					
1	PSUP1-DL-BASE	Base License (includes 10 CALs)	\$ 1,995.00	\$ 1,995.00	
1	PSUP1-DL-CAL50	Client Access License (50 pack)	\$ 2,000.00	\$ 2,000.00	
Unprint					
1	PUP5-DL-BASE	Base Standard License fee	\$ 2,500.00	\$ 2,500.00	
10	PUP5-DL-PRINT	Standard Printer License fee (per printer)	\$ 650.00	\$ 6,500.00	
Off-The-Glass					
1	POTG1-DL-BASE	Base Standard License fee	\$ 2,500.00	\$ 2,500.00	
5	POTG1-DL-COPY	Copier License (per device)	\$ 300.00	\$ 1,500.00	
Subtotal Licenses					\$ 16,995.00
SOFTWARE OPTIONS					
1	PSUP1-DL-INGATE	Innovative Interface (II) Authentication Gateway	\$ 2,500.00	\$ 2,500.00	
Subtotal Options					\$ 2,500.00
SOFTWARE SUPPORT					
1	P-SUPT-1	Support Fee - 1yr. 17.50% of total software value	\$ 3,411.63	\$ 3,411.63	
Subtotal Support					\$ 3,411.63
PHAROS HARDWARE					
Please allow 4-6 weeks for delivery. Standard hardware warranty is one year from date of shipment.					
1	CSK-ADV-PS500-S	Customer Service Kiosk - Add Value Station includes: Software, Themeable touch panel display, Authentication and sign on, US Bill receptor, receipt printer, guest card creation and delivery, Check balance, Magnetic card reader	\$ 9,150.00	\$ 9,150.00	
8	OMEGA-PS150	Pharos Omega PS150 Terminal. Includes SmartHub, SmartPad, 75mm VESA mounting Stand, and Omega software	\$ 1,050.00	\$ 8,400.00	
8	OMEGA-PS150MAGSTR	Dual Magnetic Swipe Card Reader and mounting kit	\$ 125.00	\$ 1,000.00	
7	OMEGA-PS150COPY-STD	Omega SmartLink - Omega Standard SmartLink for copy control, includes Standard device specific cable. Must specify device make and model number	\$ 125.00	\$ 875.00	
1	OMEGA-PS150 COPYADV	Omega Advanced SmartLink for Copy cable Available on select devices for color copy control	\$ 235.00	\$ 235.00	
Subtotal Hardware					\$ 19,660.00
PROFESSIONAL SERVICES					
Service quotes are in meters. Billing based on actual hours.					
1	P-INST-LABOR	On-Site installation, configuration, integration setup, training, and up to 8 hours of custom script development. Includes travel expenses for three on-site visits.	\$ 13,200.00	\$ 13,200.00	
Subtotal Services					\$ 13,200.00
CUSTOMER DISCOUNTS					
X	PSUP1-DISC-USP	Purchase of both Unprint & SignUp	\$ (1,995.00)	\$ (1,995.00)	
Subtotal Customer Discounts					\$ (1,995.00)
Retail Price:					\$ 63,771.63

This quote does not include hardware shipping and duties charges.



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
A.
ADDRESS 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

TITLE: _____

AGENCY: _____

ADDRESS: _____

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND KRB CONSTRUCTION FOR EMERGENCY SEWER
LINE REPLACEMENT AT CAMDEN HOUSE RESTAURANT,
A CITY LEASED PROPERTY

NAME OF CONTRACTOR:	KRB CONSTRUCTION
RESPONSIBLE PRINCIPAL OF CONTRACTOR:	Karl Brook, Owner
CONTRACTOR'S ADDRESS:	2774 Sawtelle Boulevard Los Angeles, CA 90064
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: Terry Wagner Facilities Maintenance Manager
COMMENCEMENT DATE:	September 15, 2007
TERMINATION DATE:	January 31, 2008
CONSIDERATION:	\$55,800

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
KRB CONSTRUCTION FOR EMERGENCY SEWER LINE
REPLACEMENT AT CAMDEN HOUSE RESTAURANT, A CITY
LEASED PROPERTY

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and KRB Construction (hereinafter called "CONTRACTOR").

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Services. CONTRACTOR shall perform the services as described in Exhibit A to the full satisfaction of CITY.

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

Section 3. Compensation. CITY agrees to compensate CONTRACTOR, and CONTRACTOR agrees to accept in full satisfaction for the services required by this Agreement an amount not to exceed the Consideration set forth above. Said Consideration shall constitute reimbursement of CONTRACTOR's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). CITY shall pay CONTRACTOR said Consideration in accordance with the schedule of payment set forth in Exhibit B, attached hereto and incorporated herein.

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

Section 5. Assignment. This Agreement may not be assigned in whole or in part by either party, without the prior written consent of CITY.

Section 6. CONTRACTOR: Responsible Principal.

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

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

Section 7. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's services under this Agreement. CONTRACTOR may associate with or employ associates or subconsultants in the performance of its services under this Agreement, but at all times shall be responsible for their services.

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 Two Million Dollars (\$2,000,000) 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 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 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.

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

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

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

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

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

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

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

Section 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. Labor Law and Prevailing Wages. CONTRACTOR shall comply with and adhere to all applicable labor laws, such as, but not limited to, alien labor, and prevailing wages. CONTRACTOR shall comply with the provisions of Sections 1770-1777.5 of the California Labor Code, and Section 7-2 of the Standard Specifications, entitled "Labor".

Section 13. 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 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. Licenses and Permits. CONTRACTOR agrees to maintain in effect at all times valid local, state and federal licenses and permits.

Section 16. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 17. 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: KRB CONSTRUCTION



KARL BROOK
Owner

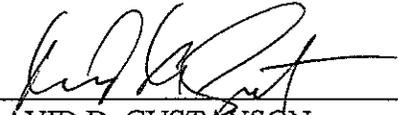
APPROVED AS TO FORM:



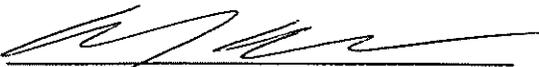
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD
City Manager



DAVID D. GUSTAVSON
Director of Public Works and Transportation



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF SERVICES

Upon excavation of flooring in the kitchen area of CITY's lease tenant, Camden House Restaurant ("Restaurant"), to determine failure of restrooms to drain, it was discovered that the four inch (4") sewer line that serves the restaurant was either broken or cracked the entire forty-five feet (45') under the floor of the Restaurant. In order for the Restaurant to remain open with a functioning restroom, CONTRACTOR was authorized by CITY to make the necessary emergency repairs, which required replacement of the entire sewer line.

CONTRACTOR shall replace the sewer line described above, in accordance with all applicable State, federal and local laws, regulations and ordinances.

EXHIBIT B

Schedule of Payment

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



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	LIMITS		
				B.I.	P.D.	AGGREGATE
	AUTOMOBILE LIABILITY GENERAL LIABILITY PRODUCTS/COMPLETED OPERATIONS BLANKET CONTRACTUAL CONTRACTOR'S PROTECTIVE PERSONAL INJURY EXCESS LIABILITY 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

AGENCY: _____

TITLE: _____

ADDRESS: _____