



AGENDA REPORT

Meeting Date: May 6, 2008
Item Number: F-5
To: Honorable Mayor & City Council
From: Scott Miller, Director of Administrative Services and CFO and
Noel Marquis, Assistant Director of Administrative Services
Subject: **APPROVALS RELATED TO VARIOUS CITY PURCHASING AND
BUDGET TRANSACTIONS AS DESCRIBED HEREIN.**
Attachments: 1. Agreements (7)

**ITEM A. APPROVAL OF AMENDMENT NO. 1 TO THE AGREEMENT
BETWEEN THE CITY OF BEVERLY HILLS AND LILLEY PLANNING
GROUP FOR ON-CALL PLANNING AND ADMINISTRATIVE
CONSULTANTS; AND,**

**APPROVAL OF A CHANGE ORDER IN THE AMOUNT OF \$100,000
FOR A TOTAL NOT-TO-EXCEED OF \$200,000.**

RECOMMENDATION

Staff recommends that the City Council approve amendment no. 1 and the change order in the amount of \$100,000 to Lilley Planning Group for on-call planning and administrative consultant services in an amount not-to-exceed \$200,000.

INTRODUCTION

The City entered into an agreement with Lilly Planning Group to provide planning and administrative consultant services as necessary to cover vacant position during the City's recruitment process.

DISCUSSION

Recruitments for the department's vacant positions have begun. In the interim staff is requesting continuation of this service so that the City can provide the best customer service possible. The amendment and change order will allow the City to continue this vital service until the recruitment is complete and new staff is in place and ready to proceed.

FISCAL IMPACT

Funds are available from salary savings for this purpose.

ITEM B. APPROVAL OF AMENDMENT NO. 5 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND INTERNATIONAL BUSINESS MACHINES CORPORATION FOR ONGOING MAINTENANCE AND SUPPORT SERVICES FOR THE CITY'S DATA CENTER; AND,

APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$227,911.94 FOR THIS SERVICE.

RECOMMENDATION

Staff recommends that the City Council approve amendment no. 5 and the purchase order in the amount of \$227,911.94 to International Business Machines Corporation for maintenance and support services for the City's data center.

INTRODUCTION

The IT data center has reached its capacity in terms of the electrical system. Since construction dozens of additional services and electronics have been added in support of various technology initiatives such as WiFi, Video and other Smart City initiatives.

DISCUSSION

This increase will provide for the installation and start-up of an expanded Uninterruptible Power Supply (UPS) and Power Distribution System for the City's data center to address the capacity limits of the current electrical system.

FISCAL IMPACT

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

ITEM C. APPROVAL OF AMENDMENT NO. 3 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND A. VARLOTTA, INC. FOR MINOR PAINTING SERVICES.

RECOMMENDATION

Staff recommends that the City Council approve amendment no. 3 to A. Varlotta, Inc. for minor painting services.

INTRODUCTION

A. Varlotta, Inc. provides minor painting services on an as needed basis.

DISCUSSION

This amendment increases the annual compensation to \$45,000 for as-needed services and extends the term of the agreement to June 30, 2009.

FISCAL IMPACT

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

ITEM D. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND NATIONAL NOTIFICATION NETWORK, INC. FOR LICENSING AND CONFIGURATION OF A MASS NOTIFICATION SYSTEM AND RELATED SERVICES.

RECOMMENDATION

Staff recommends that the City Council approve an agreement to National Notification Network, Inc. for licensing and configuration of a mass notification system and related services in an amount not-to-exceed \$45,000 per year for a period of 3 years renewable annually thereafter.

INTRODUCTION

The City issued a Request for Proposal (RFP) in August seeking bids for replacement of the existing mass notification system. After the bids were received and reviewed by various City departments National Notification Networks, Inc. was selected as the best available system for the City's needs.

DISCUSSION

This system replaces the City's current mass notification system, to ensure that the City is able to send emergency notifications to residents and businesses in case of emergency of disaster.

FISCAL IMPACT

Funds for the initial licensing and configuration and related services comes from the MNS Grant. Ongoing funding for annual fees will be from the Information Technology Internal Service Fund.

ITEM E. APPROVAL OF MICROSOFT STATE AND LOCAL GOVERNMENT ENTERPRISE ENROLLMENT AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND MICROSOFT, GP; AND,

APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$149,274.34 FOR THIS SERVICE.

RECOMMENDATION

Staff recommends that the City Council approve the agreement and the purchase order in the amount of \$149,274.34 to Microsoft, GP for licensing and maintenance for all Microsoft software.

INTRODUCTION

The current 3-year agreement for Microsoft Licensing is expiring and the City needs to enter into a new licensing and maintenance agreement to continue receiving maintenance and support for the City's Microsoft software.

DISCUSSION

The enrollment agreement allows the City to take part in the state and local government licensing and maintenance program offered by Microsoft.

FISCAL IMPACT

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

ITEM F. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND TV PRO GEAR, INC. FOR A NEW TELEVISION AND VIDEO PRODUCTION CONTROL AND DELIVERY SYSTEM, AND RELATED SERVICES; AND,

APPROPRIATING FUNDS IN THE AMOUNT OF \$97,742.86; AND,

APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$385,000.

RECOMMENDATION

Staff recommends that the City Council approve the agreement and purchase order in the amount of \$385,000 to TV Pro Gear, Inc. and move to appropriate funds in the amount of \$97,742.86 for a new television and video production control and delivery system.

<u>FROM</u>		<u>TO</u>	
\$97,742.86	Cable TV Internal Services Fund retained earnings 42-	\$97,742.86	Video Control Replacement 31420346-85050

INTRODUCTION

The City's current television and video production control and delivery system are outdated and well beyond its expected life. The City released a Request for Proposal (RFP) for a replacement system. After review by Cable and Information Technology staff TV Pro Gear, Inc. was selected as the lowest responsive bidder.

DISCUSSION

This purchase will provide for the replacement of the City's television and video production control system for use in recording and delivery of programming on the City's Cable TV channels and live on-demand via the City's website.

In order to make this purchase funds in addition to the amount budgeted (\$287,257.14) need to be appropriated (\$97,742.86) for a total of \$385,000. Staff recommends that the City Council appropriate the necessary funds and approve the agreement and the purchase order so that the City can continue to provide the award winning programming it has become know for.

FISCAL IMPACT

\$287,257.14 was budgeted and is available for this replacement. Additional funding in the amount of \$97,742.86 is available in the Cable TV Internal Service Fund retained earning for this purpose.

ITEM G. APPROPRIATING FUNDS IN THE AMOUNT OF \$41,250 FOR THE CLASP (CHANGING LIVES AND SHARING PLACES) PROGRAM.

RECOMMENDATION

Staff recommends that the City Council move to appropriate funds in the amount of \$41,250 for the CLASP (Changing Lives and Sharing Places) program that was approved by the City Council at the November 20, 2007meeting:

<u>FROM</u>		<u>TO</u>	
\$41,250	General Fund unrestricted balance 01- 30000	\$41,250	Human Services Program General Fund Contractual Services Account 0108801-73120

INTRODUCTION

In response to issues associated with the causes and effects of homelessness in our community, the City implemented the Changing Lives and Sharing Places (CLASP) program that focused on safety, health and hygiene, impact on children, a sense of intimidation when panhandlers approach, and an overall concern about the degradation of the quality of life for all. The CLASP program includes an ordinance that incorporates standards of conduct and behavior in local public places. It is combined with a commitment to humanitarian interventions and solutions that assist the homeless rather than penalize them.

There was consensus that putting mentally ill homeless people in jail did not serve this disabled population or the communities that surround them. Instead, the City contracted with Step Up on Second, a nationally recognized treatment center committed to the long-term support of re-integration of mentally ill individuals, for a six-month pilot program to provide outreach and engagement to this population.

DISCUSSION

The program and associated costs were reviewed by the City Council on November 13, 2007. The City's Community Assistance Grant Funding program had a one-time infusion of funds from the sale of Community Development Block Grant Funds (CDBG) which would cover the costs of the program.

FISCAL IMPACT

Funds were not budgeted but are available in the General Fund unrestricted fund balance from the exchange of CDBG funding for General Funds with the City of San Fernando.

ITEM H. APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$210,000 TO LANDSCAPE FORMS FOR THE PURCHASE OF 173 CHASE PARK MODEL TRASH RECEPTACLES.

RECOMMENDATION

Staff recommends that the City Council approve the purchase order in the amount of \$210,000 to Landscape Forms for the purchase of 173 Chase Park model trash receptacles.

INTRODUCTION

The Solid Waste Division of the Department of Public Works & Transportation has scheduled the replacement of its current inventory of trash receptacles located along the sidewalks in the City's commercial areas.

As part of the City's Urban Design Program, new trash receptacles were introduced in the Business Triangle that is aesthetically pleasing, durable and simple to maintain and service. The City desires to purchase the Chase Park model of receptacles manufactured by Landscape Forms.

DISCUSSION

Landscape Forms currently has a contract with the General Service Agency and has offered the City the option to purchase its products at the GSA price. The City's Municipal Code allows for the procurement of equipment based on a contract a vendor may have with another governmental entity.

Landscape Forms receptacles will replace the current trash receptacles that have served their useful life. The City will remove its current receptacles and replace them with approximately 173 Landscape Forms Chase Park models upgraded with ash trays. The City also anticipates ordering 30 additional hardliners and, should funds allow, extra replacement ashtrays since these are easily subject to vandalism.

FISCAL IMPACT

Funds were budgeted and are available in the Solid Waste Enterprise Fund for this purpose.

ITEM I. APPROVAL OF AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND ARNERICH MASSENA & ASSOCIATES, INC. FOR THE MANAGEMENT OF THE REQUEST FOR PROPOSALS (RFP) PROCESS RELATED TO THE SELECTION OF A VENDOR FOR A HEALTH CARE SAVINGS PLAN IN THE AMOUNT OF \$25,000.

RECOMMENDATION

Staff recommends that the City Council approve the agreement in the amount of \$25,000 with Arnerich Massena & Associates, Inc.

INTRODUCTION

The expertise of Arnerich Massena & Associates, Inc. is being sought to assist the City's Administrative Services Department conduct a Request For Proposal (RFP) process to identify a vendor to provide a Health Care Savings Plan.

DISCUSSION

The Health Care Savings Plan is an employer-sponsored program that allows employees to save pre-tax money to pay post employment medical and expenses and/or health insurance premiums. In general, HSA money can be used for a wider range of expenses than covered by comprehensive insurance plans. HSAs cover routine doctors' appointments and prescriptions, and cash can be withdrawn to cover over-the-counter medicines, such as aspirin and antihistamines, weight-loss programs, smoking cessation programs and chiropractic services. The City of Beverly Hills is in the process of identifying a vendor to assist with the institution of such a plan. As part of the process, Arnerich Massena & Associates, Inc. will perform various tasks including: needs analysis and project planning; Drafting of the RFP and vendor outreach; Analysis of the responses and recommendation; finalist selection and implementation. As part of the RFP process, the consultant will also inquire about each vendor's capability to provide a 401(a) plan to the City.

A 401K is an employer-sponsored retirement plan and is grouped into two categories a Defined Benefit Plan and a Defined Contribution Plan. There are five attractive key benefits: Tax advantage, employer match option, investment customization and flexibility, portability and Loan and hardship withdrawals.

The City's Administrative Services Department is researching the two above programs to expand the range of health care and retirement options available to employees and thereby enhance the City's ability to attract and retain employees.

FISCAL IMPACT

Funds are budgeted and available in the Administrative Services Development programs for this purpose.



Noel Marquis
Finance Approval



Scott G. Miller
Approved By

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND LILLEY PLANNING GROUP
FOR ON-CALL PLANNING AND ADMINISTRATIVE
CONSULTANTS

NAME OF CONSULTANT: Lilley Planning Group

RESPONSIBLE PRINCIPAL
OF CONSULTANT: Jennifer A. Lilley, AICP, President

CONSULTANT'S ADDRESS: 440 South Brea Blvd., Suite E
Brea, CA 92821

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Vincent P. Bertoni, AICP
Director of Community Development

COMMENCEMENT DATE: March 24, 2008

TERMINATION DATE: November 30, 2009, unless extended
pursuant to Section 2 of the Agreement

CONSIDERATION: Not to exceed \$ 300,000 and based on the
hourly rate set forth in Section B-1 of the
Agreement

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND LILLEY PLANNING GROUP FOR ON-CALL PLANNING AND ADMINISTRATIVE CONSULTANTS

This Amendment No. 1 is to that certain Agreement, dated March 27, 2008 and identified as Contract No. 80-08, (the "Agreement"), copies of which are on file in the office of the City Clerk, between the City of Beverly Hills, a municipal corporation ("CITY") and Lilley Planning Group ("CONSULTANT") for on-call planning and administrative consultants.

RECITALS

- A. CITY entered into a written Agreement, dated March 27, 2008 for on-call planning and administrative consultants.
- B. CITY desires to increase the Consideration of the Agreement for additional services.

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

Section 1. The Consideration shall be amended as set forth above.

Section 2. Except as expressly modified by this Amendment No. 1, all of the provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____, 200__.

CITY OF BEVERLY HILLS
A Municipal Corporation

BARRY BRUCKER
Mayor of the City of
Beverly Hills, California

[Signatures continue]

ATTEST:

(SEAL)

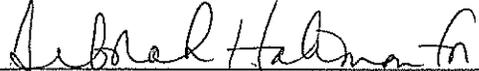
BYRON POPE
City Clerk

CONSULTANT: LILLEY PLANNING
GROUP



JENNIFER A. LILLEY, AICP
President

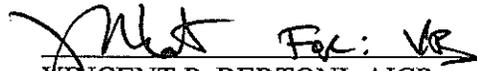
APPROVED AS TO FORM:



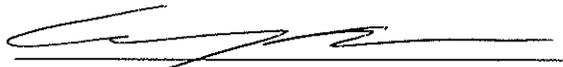
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD
City Manager



VINCENT P. BERTONI, AICP
Director of Community Development



KARL KIRKMAN
Risk Manager

AMENDMENT NO. 5 TO AN AGREEMENT BETWEEN THE CITY
OF BEVERLY HILLS AND INTERNATIONAL BUSINESS MACHINES
CORPORATION FOR ONGOING MAINTENANCE AND SUPPORT
SERVICES FOR THE CITY'S DATA CENTER

NAME OF CONSULTANT:	International Business Machines Corporation ("IBM")
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Bryan Tutton, Project Manager
CONSULTANT'S ADDRESS:	600 Anton Boulevard Costa Mesa, CA 92626
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: David Schirmer Chief Information Officer
TERMINATION DATE:	June 30, 2008
CONSIDERATION:	Not to exceed \$555,273.02

AMENDMENT NO. 5 TO AN AGREEMENT BETWEEN THE CITY
OF BEVERLY HILLS AND INTERNATIONAL BUSINESS MACHINES
CORPORATION FOR ONGOING MAINTENANCE AND SUPPORT
SERVICES FOR THE CITY'S DATA CENTER

This Amendment No. 5 is to that certain agreement entitled "Agreement Between the City of Beverly Hills and International Business Machines Corporation for Maintenance and Support Services" between the City of Beverly Hills, a municipal corporation (hereinafter called "City"), and International Business Machines Corporation, a New York corporation (hereinafter "Consultant"), dated December 2, 2003, and identified as Contract No. 372-03 for maintenance and support services in connection with the City's Data Center (the "Agreement").

R E C I T A L S

A. On December 2, 2003, City entered into the Agreement with Consultant for ongoing maintenance and support services in connection with the City's Data Center, as described more fully in the Agreement.

B. On November 16, 2004, the Parties entered into that certain Amendment No. 1 to the Agreement entitled "Amendment No. 1 to Agreement Between the City of Beverly Hills and International Business Machines Corporation for Ongoing Maintenance and Support Services for the City's Data Center" to modify the scope of services and to extend the term of the Agreement.

C. On July 5, 2005, the Parties entered into that certain Amendment No. 2 to the Agreement entitled "Amendment No. 2 to Agreement Between the City of Beverly Hills and

International Business Machines Corporation for Ongoing Maintenance and Support Services for the City's Data Center" to modify the scope of services and to extend the term of the Agreement.

D. On July 11, 2006, the Parties entered into that certain Amendment No. 3 to the Agreement entitled "Amendment No. 3 to Agreement Between the City of Beverly Hills and International Business Machines Corporation for Ongoing Maintenance and Support Services for the City's Data Center" to modify the scope of services and to extend the term of the Agreement.

E. On July 10, 2007, the Parties entered into that certain Amendment No. 4 to the Agreement entitled "Amendment No. 4 to Agreement Between the City of Beverly Hills and International Business Machines Corporation for Ongoing Maintenance and Support Services for the City's Data Center" to modify the scope of services and to extend the term of the Agreement.

F. City and Consultant desire to further modify the Agreement to amend the scope of services and consideration.

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

Section 1. The scope of services is hereby amended to include the attached Statement of Work for Data Center Services, attached hereto as Exhibit A, and incorporated herein by this reference.

Section 2. The Consideration is hereby amended as set forth above.

Section 3. Except as expressly modified by this Amendment No. 5, all of the provisions of the Agreement shall remain in full force and effect.

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

CITY OF BEVERLY HILLS
A Municipal Corporation

BARRY BRUCKER
Mayor of the City of
Beverly Hills, California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

VENDOR: INTERNATIONAL
BUSINESS MACHINES
CORPORATION



BRYAN TUTTON
Project Manager

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

City of Beverly Hills

Data Center Services



April 9, 2008

IBM Corporation
600 Anton Boulevard
Costa Mesa, CA 92626

Statement of Work

This Statement of Work defines the scope of work to be accomplished by IBM under the terms and conditions of the IBM Customer Agreement (or any equivalent agreement signed by both of us) ("Agreement"). The tasks to be performed by IBM are defined and an Estimated Schedule is provided. In addition, the responsibilities of City of Beverly Hills (City) are listed.

The Statement of Work includes the following subsections:

- Scope of Services
- Key Assumptions
- IBM Responsibilities
- City of Beverly Hills. Responsibilities
- Other Terms and Conditions
- Estimated Schedule
- Deliverable Materials
- Completion Criteria
- Charges

No cost changes to this Statement of Work will be processed in accordance with the procedure described in Appendix B, "Project Change Control Procedure". The investigation and the implementation of changes may result in modifications to the Estimated Schedule, Charges, or other terms of this Statement of Work. Any change to this Statement of Work that would exceed the amount in section 1.7 of this Statement of Work requires a new Statement of Work to be executed by IBM and City.

For purposes of this Statement of Work and any subsequent no cost changes to this Statement of Work, "project" shall be defined as any project management and technical services authorized by City to be performed by IBM, as described in Section 1.0, Scope of Services.

The following are incorporated in and made part of this Statement of Work:

- Appendix A, "Deliverable Guidelines"
- Appendix B, "Project Change Control Procedure"
- Appendix C, "IBM Procured Equipment"

1.0 Scope of Services

The scope of this project is to provide Design and Installation Services in support of City of Beverly Hills data center renovations. The project will include a new UPS and power distribution system to support additional IT equipment loads to be installed in the existing city hall basement data center. The services will include design and engineering, equipment specification and procurement, electrical, testing, and training services.

The objectives of this project are:

- Design the new electrical distribution system.

- Size, specify, and procure the equipment to support the data center.
- Install the new UPS and power distribution unit (PDU).
- Test and confirm the new equipment is fully operational and in compliance with design objectives.
- Provide training in the proper operation of the new equipment.

1.1 Key Assumptions

This Statement of Work and IBM's estimates to perform are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the procedure described in Appendix B, "Project Change Control Procedure".

1. This Statement of Work addresses the City of Beverly Hills location in Beverly Hills, CA.
2. Some IBM activities on this project may be performed on IBM premises.
3. Some of the Services may be performed by an IBM subcontractor. IBM is solely responsible for completion of the work described herein and compliance with the terms hereof and coordinating any involvement of IBM subcontractors who may be engaged to assist IBM in accomplishing the work described herein.
4. IBM will provide Services under this Statement of Work during normal business hours, 8 a.m. to 5:00 p.m. (local time) Monday through Friday, except IBM holidays, unless otherwise specified.
5. Plan check is based on a standard 6-8 week submittal. Accelerated plan check or express plan review is not included.
6. The proposed data center will be constructed to comply with NFPA and NEC codes, specifically NEC Section 645 addressing information technology equipment. Section 645 specifically allows communication cables under raised floor with ventilation in the underfloor area. This code also allows liquid-tight flexible conduit for branch circuit supply conductors to receptacles. We are assuming that the fire inspector and building officials will accept these cable types identified in NEC section 645.5(d) and that enclosed cable trays will not be required.
7. IBM is not responsible for the identification or correction of existing safety and/or code violations, whether federal, state, or local, including but not limited to fire and electrical codes. If IBM should discover any safety and/or code violation during the course of this project, IBM will notify City of Beverly Hills of the problem. IBM will not be required to proceed with Services under this Scope of Work until City of Beverly Hills remedies such violation, nor will IBM be responsible for delays to the work caused by such violation.
8. This proposal does not include any building upgrades that may be required by the county or city to comply with the Americans with Disabilities Act (ADA). We are assuming that City of Beverly Hills will be addressing all handicap/ADA issues outside the floor plan of the data center.

1.2 IBM Responsibilities

The specific Services to be provided by IBM under this Statement of Work are described in this section.

1.2.1 Project Management

Description: The objective of this task is to provide an individual ("IBM Project Manager") to provide direction and control of IBM project personnel, and to establish a framework for project communications, reporting, procedural and contractual activity. The major sub tasks are:

1. Maintain project communications through the City of Beverly Hills Project Manager.
2. Establish documentation and procedural standards for the development of this project.
3. Prepare a project plan at the onset of this project for performance of this Statement of Work. The project plan will define tasks, schedule and responsible person(s) or organization for each milestone.
4. Conduct project status meetings.
5. Prepare and submit weekly Status Reports.
6. Review and administer project change control with the City of Beverly Hills Project Manager.
7. Coordinate delivery of As-Built Drawings for the systems included in this Statement of Work

Completion Criteria: This activity will be complete when the other activities described as IBM Responsibilities have been completed, according to their completion criteria, or IBM has met the criteria defined in the Completion Criteria section of this Statement of Work.

Deliverables:

- Weekly Status Reports

1.2.2 Design/Engineering Services

Description: IBM will provide design and engineering services required to develop construction documents for the data center electrical expansion project. The proposed design will be based on providing a new UPS and power distribution system as required to support the additional 50kW load.

The construction documents will be submitted for the permitting process.

IBM's design services shall include providing the professional services required to complete the project, as defined in this Statement of Work and shall include obtaining permits for the electrical systems.

IBM will determine and verify materials, field measurements and field construction criteria related to this project, and IBM will check and coordinate the information contained in the drawings with the requirements for this project.

The major sub tasks are:

1.2.2.1 Electrical Engineering

1. Provide electrical documentation necessary for issuance of building permit(s) as follows:
 - Power Plan and Receptacle Layouts for UPS power.
 - Single Line electrical diagram.
 - Load calculations and panel schedules.
 - Grounding details.
 - Emergency power off details.
 - UPS System installation and details.

- Existing generator and ATS system interface.
2. Provide electrical system installation specifications.

Completion Criteria: This task will be considered complete when the data center electrical drawings have been produced and submitted for permits.

Deliverables:

- As Built Drawings

1.2.3 Equipment Specifications and Procurement

Description: The objective of this task is to identify the required equipment for the data center upgrade project. IBM has identified the need for the equipment, sized it, selected the manufacturer, and specified the various options or components for each piece of equipment.

Equipment to be procured by IBM as part of this project detailed in Appendix C, "IBM Procured Equipment."

Completion Criteria: This task will be complete when the equipment has been delivered to the City of Beverly Hills location in Beverly Hills, CA.

Deliverables:

- None

1.2.4 Electrical Services - Installation

Description: The purpose of this task is to install the electrical systems required to support the data center. IBM will provide the following electrical services:

1.2.4.1 UPS System

1. Receive, set and place one (1) new Powerware 80 kVA / 72 kW UPS module.
2. Receive, set and place two (2) Powerware battery cabinets and connect to the UPS module with factory-furnished interconnect cables.
3. Receive, set and place one (1) Powerware 3-breaker maintenance bypass system and connect to the UPS module.
4. Anchor UPS and batteries with anchoring brackets.
5. Stands
6. Install all power and controls wiring for the UPS Module.
7. Install 150 amp main input feeder to the UPS module.
8. Install grounding for the UPS system.
9. Provide and install one (1) UPS remote status panel.
10. Schedule and coordinate UPS vendor for start-up and certification of the UPS system.

1.2.4.2 Data Center Power Distribution

1. Receive, set and place one (1) new Powerware 100 kVA power distribution unit (PDU).
2. Provide and install one (1) seismic stand for the new PDU.
3. Install feeder for the PDU and connect to the new UPS system.
4. Install ground system for the PDU and bond to the raised floor ground.

5. Schedule and coordinate equipment vendor for start-up and certification of the PDU system.
6. Provide and install (25) L6-30 power whips.

1.2.4.3 Emergency Power Off System (EPO)

1. Interface the EPO stations with the new PDU.

Completion Criteria: This task will be complete when the UPS, MBP, battery cabinets, and PDU systems and associated electrical work have been installed, and tested for successful connectivity.

Deliverables:

- As Built Drawings

1.2.5 Configuration Services

Description: Based on the equipment detailed in Appendix D, and installed by IBM in the previous tasks, IBM will determine the various set points and configure the components to function together in support of the Data Center. IBM will provide the following:

1. Determine the various set points for the configuration of the equipment installed.
2. Configure the UPS system and power distribution systems to function as an integrated system:
 - 80kVA UPS, maintenance bypass, and battery cabinets
 - Power distribution units (PDUs)
 - Emergency power off system
3. Configure the following parameters:
 - Configure UPS to recognize the battery cabinets, maintenance bypass cabinet, ATS, power distribution units (PDU), and standby generator.
 - Configure all components to communicate with the existing emergency power off (EPO) system.
 - Set UPS cut over time delays to the ATS
 - Set UPS runtime based on battery configuration
 - Set input voltage parameters
 - Set output voltage parameters
 - Set over and under voltage parameters for the input and output voltage
 - Set time delays to switch to emergency generator power
 - Set all audible alarms

Completion Criteria: This task will be complete when the UPS and PDU system have been configured and tested.

Deliverables:

- None

1.2.6 Training Services

Description: The purpose of this task is to provide City with training in the proper operation of the newly installed equipment. IBM will perform the following:

1. Provide City with training in the proper operation of the following pieces of equipment:

- Powerware 80kVA UPS system
 - Powerware power distribution unit (PDU)
2. Provide manufacturer operator's manual for all equipment.
 3. The IBM Project Manager will work with the City of Beverly Hills Project Manager to schedule the training.

Completion Criteria: This task will be complete when IBM has provided City with knowledge transfer and operational training on the installed and configured systems.

Deliverables:

- Manufacturer operator's manuals

1.3 City of Beverly Hills Responsibilities

The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement, and are to be provided by City at no charge to IBM.

1.3.1 City of Beverly Hills Project Manager

Prior to the start of this Statement of Work, City of Beverly Hills will designate a person, called the "City of Beverly Hills Project Manager", to whom IBM communications will be addressed and who has the authority to act for City of Beverly Hills in all aspects of this Statement of Work.

The City of Beverly Hills Project Manager's responsibilities include:

1. Serve as the interface between IBM and all City departments, organizations and sites participating in this project.
2. With the IBM Project Manager, develop the project plan prior to implementation.
3. With the IBM Project Manager, administer Project Change Control Procedures.
4. Attend project status meetings.
5. Obtain and provide information, data, decisions, and approvals within five (5) working days of IBM's request, unless both IBM and City agree to an extended response time.
6. Help resolve project issues and escalate issues within the City of Beverly Hills.

1.3.2 Office Space and Other Facilities

City shall:

1. Provide suitable office space, office supplies, furniture, telephone and other facilities equivalent to those provided to City employees for the IBM project team while working on City premises.
2. Provide necessary clerical and reproduction services for project staff while working on City premises.
3. Provide necessary machine time, related services, and supplies for project planning, tracking, documentation, and reporting activities.
4. Ensure access to the site for IBM personnel. Most of the work involved in this project will be performed during normal working hours (8:00am to 5:00pm). However, on some occasions, City may need to provide access to facilities outside of these hours.

1.4 Other Terms and Conditions

1. City is solely responsible for the actual content of any data file, selection and implementation of controls on its access and use, and security of the stored data.

2. City agrees to allow IBM and its entities to store and use City contact information, including names, phone numbers, and e-mail addresses, anywhere IBM does business. Such information will be processed and used in connection with the IBM and City business relationship, and may be provided to contractors, Business Partners, and assignees of IBM and its entities for uses consistent with their collective business activities, including communicating with City (for example, for processing orders, for promotions, and for market research).
3. City will identify and make the interpretation of any applicable federal, state and local laws, regulations and statutes and ensure that deliverables of the project meet those requirements.
4. Required Approvals. Where agreement, approval, acceptance, or consent by either party is required by any provision of this Statement of Work or the Agreement, such action shall not be unreasonably delayed or withheld, which, unless otherwise specified herein, shall mean not withheld or denied for more than ten (10) business days.
5. Indemnification. IBM shall indemnify, hold harmless and defend City, City Council and each member thereof, and every officer, employee and agent of City (collectively "City"), while acting within the scope of their duties as such, from and against any and all claims, demands or causes of action of any kind or character (including reasonable attorney's fees and any amounts paid in settlement agreed to by IBM) in an amount finally awarded by a court, to the extent resulting from violation of laws, rules or regulations, bodily injury, death, or damage to real and tangible personal property caused by IBM under this Statement of Work and the Agreement. The foregoing indemnity applies provided that City promptly notifies IBM in writing following receipt of notice of any such claim, suit or proceeding and shall give IBM such information and cooperation as is reasonable under the circumstances. IBM shall have the duty to keep City informed of the progress of each such matter but shall have sole authority to defend or settle the same at IBM's sole cost and expense.
6. Intellectual Property Indemnification. IBM shall indemnify, hold harmless and defend City, City Council and each member thereof, and every officer, employee and agent of City (collectively "City"), from and against any and all claims, demands or causes of action of any kind or character (including reasonable attorney's fees and any amounts paid in settlement agreed to by IBM) in an amount finally awarded by a court, resulting from, arising out of or in any way related to any claim that the Deliverables or Services, in part or in whole and solely to the extent caused by IBM pursuant to the terms of this Scope of Work and the Agreement, infringe any rights of any third party in or to any U.S. patent, trademark, copyright, service mark, trade name, trade secret or similar proprietary rights conferred by contract or by common law or by any law of the United States or any state therein. The foregoing indemnity applies provided City promptly notifies IBM in writing following its receipt of notice of any such claim, suit or proceeding and shall give IBM such information and cooperation as is reasonable under the circumstances. IBM shall have the duty to keep City informed of the progress of each such matter but shall have the sole authority to defend or settle the claim at IBM's sole cost and expense. IBM's obligation to indemnify City under this Section shall only apply if: (a) City has made all payments to IBM required by this Statement of Work and the Agreement and complied with all applicable provisions of this Section and the Agreement; and (b) the infringement alleged in any such claim, suit or proceeding does not result from any of the following: (i) any modification of the Deliverables provided under this SOW or the equipment and/or software specified in Section 1.0 of this Statement of Work by City, or use of the specified equipment and/or software in other than its specified operating environment;(ii) incorporation into the Deliverables or the specified equipment and/or software of anything City provides or IBM's compliance with any designs, specifications, or instructions provided by City or by a third-party on behalf of City; (iii) infringement by non-Consultant product(s) alone; or (iv) the combination, operation, or use of the Deliverables or the specified equipment and/or software with other Products not provided by IBM as part of the Deliverables provided under this SOW or the equipment and/or software specified in Section 1.0 of this Scope of Services, or the combination, operation, or use of the

Deliverables or the specified equipment and/or software with any product, data, or apparatus that IBM did not provide.

7. Limitation of Liability. Circumstances may arise where, because of a default on IBM's part or other liability, City is entitled to recover damages from IBM. In each such instance, regardless of the basis on which City is entitled to claim damages from IBM (including fundamental breach, negligence, or other contract or tort claim), IBM is liable for no more than:
 - a) The payments referred to in subsection 6 above regarding Intellectual Property Indemnification;
 - b) Damages for bodily injury (including death) and damage to real property and tangible personal property; and
 - c) The amount of any other actual direct damages, up to the greater of \$100,000 or the compensation IBM received under this Statement of Work and the Agreement.

IBM shall not be liable for any of the following, even if informed of their possibility: (a) loss of, or damages to, records or data; (b) special, incidental, or indirect damages; (c) any economic consequential damages; or (d) lost profits, business, revenue, goodwill, or anticipated savings. The limitations set forth in this Section shall also apply to any of IBM's subcontractors and Program Developers and represent the maximum for which IBM and its subcontractors and Program developers are collectively responsible.

1.5 Estimated Schedule

Estimated Start Date:	May 15, 2008
Estimated End Date:	August 15, 2008
Engineering and Design	2 – 3 weeks
Plan Check	4 – 6 weeks
Construction	3 weeks
Commissioning	2 days

Reasonable effort shall be made to keep the schedule dates intact.

IBM shall not be responsible for delays or additional requirements imposed by any government agencies, labor disputes, fire, unavoidable casualties, or unforeseen conditions.

1.6 Deliverable Materials

The following items will be delivered to City under this Scope of Work. See Appendix A, "Deliverables Guidelines", for a description of each deliverable.

- Status Report
- As Built Drawings
- Manufacturer operator's manuals

1.7 Completion Criteria

IBM shall have fulfilled its obligations under this Statement of Work when any one of the following first occurs:

- IBM accomplishes the IBM tasks described under "IBM Responsibilities" in accordance with the mutually agreed to requirements.
- Either IBM or City terminates this Statement of Work under the terms of the Agreement.

1.8 Charges

The charges for the Services described in this Statement of Work are as follows:

Description	Price
Hardware and Equipment	\$ 105,605.00
Services	\$ 109,895.00
Travel	\$ 2,000.00
Shipping and Handling	\$ 1,570.00
Tax	\$ 8,841.94
FIXED PRICE TOTAL (Including taxes, shipping, and travel expenses)	\$227,911.94

IBM will provide the Services described in this Statement of Work for a fixed price of \$215,500. The total funding requirements for these tasks, including a travel budget in an amount that will not exceed \$2,000, is **\$227,911.94**.

City will be invoiced monthly for actual travel expenses incurred during the previous month.

IBM will invoice City for this project according to the following billing schedule.

Billing Schedule

Description	Price
Upon Completion of Design (Submitted for Permits)	\$ 12,150
Upon Installation and start-up of UPS and PDU systems	\$ 203,350
FIXED PRICE TOTAL (excluding changes, taxes, shipping, and travel expenses)	\$ 215,500

Invoices are payable within 30 days of receipt in accordance with City's standard practice.

IBM agrees to provide the Services described in this SOW provided City accepts this SOW, without modification, by signing in the space below on or before May 15, 2008.

Each party agrees that the complete agreement between IBM and City about these Services consists of 1) this Statement of Work and 2) the IBM Customer Agreement (or any equivalent agreement signed by both parties).

Agreed to:

City of Beverly Hills

By: _____
Authorized signature

Name (type or print): Barry Brucker

Date:

Customer number: 1782976

Customer address:

455 North Rexford DR
Beverly Hills, CA 90210

Agreed to:

International Business Machines Corporation

By: Bryan Tutton
Authorized signature

Name (type or print): Bryan Tutton

Date: 4/9/08

Agreement Number: HQ12291

Statement of Work number:

IBM Office address: IBM Corporation
600 Anton Blvd.
Costa Mesa, CA 92626

Appendix A. Deliverable Guidelines

Status Report

Purpose: IBM will provide a Status Report during the project to describe the activities which took place during that period. Significant accomplishments, milestones, and problems will be described.

Delivery: One hard copy will be delivered to the City Project Manager within five working days following the reporting period.

Content: The report will consist of the following, as appropriate:

- Activities performed during the reporting period
- Activities planned for the next reporting period
- Project change control activity
- Problems, concerns, delays, work around and recommendations

As Built Drawings

Purpose: IBM will provide As Built Drawings as defined in this Statement of Work.

Delivery: Two hard copies and one electronic copy will be delivered to the City Project Manager.

Content: The drawings will be in AutoCAD format and consist of the following as appropriate:

- Electrical

Manufacturer Operator's Manuals

Purpose: IBM will provide Manufacturer Operator's Manuals as defined in this Statement of Work.

Delivery: At least either one hard copy or one electronic copy of each manual will be delivered to the City Project Manager.

Content: Per manufacturer for each item of equipment.

Appendix B. Project Change Control Procedure

When both parties agree to a change in this Statement of Work, a written description of the agreed change (called a "Change Authorization") will be prepared, which both parties must sign. The Change Authorization will describe the change, the rationale for the change, and specify any change in the charges, estimated schedule, or other terms, and will take the form attached hereto. When a Change Authorization requires additional funds, IBM will provide a written quotation and begin the work upon issuance of a modified purchase order by City. Depending on the extent and complexity of the requested changes, IBM may charge for the effort required to analyze it. When charges are necessary in order to analyze a change, IBM will provide a written quotation and begin the analysis upon issuance of a modified purchase order by City. The terms of a mutually agreed upon Change Authorization will prevail over those of this Statement of Work or any previous Change Authorization.

Sample PCR Document



Change Authorization for Project Management and Technical Consulting Services

This Change Authorization ("PCR") is to modify the existing Statement of Work dated February 22, 2008 between the City of Beverly Hills ("City") and International Business Machines Corporation ("IBM").

The Scope of Services is amended as follows: See Attached Pages

Except as set out herein, all other terms & conditions remain unchanged and in full force and effect.

IBM agrees to provide the Services described in this PCR, provided City accepts this PCR, without modification, on or before MM/DD/YY by signing in the space provided below.

Each of us agrees that the complete agreement between us about these Services consists of

- 1) this Change Authorization,
- 2) the referenced Statement of Work, and
- 3) the IBM Customer Agreement or IBM Agreement for Services, as applicable.

Agreed to:

Agreed to:

City of Beverly Hills

International Business Machines Corporation

By: _____

By: _____

Authorized signature

Authorized signature

Name (type or print):

Name (type or print):

Date:

Date:

Customer Number:

Reference Agreement Number:

Customer Address: 455 North Rexford Dr.
Beverly Hills, CA 90210

Reference Statement of Work Number:

Change Authorization Number:

Project Name or Identifier:

IBM Office Number:

IBM Office Address:

Appendix C: IBM Procured Equipment

IBM will procure the following equipment as a function of the construction process:

Qty=1 **Powerware 9390-80/80 80kVA, On-Line UPS Electronics Module, 80kVA/72kW. 480 volts input / 480 volts output.** Double Conversion Topology, Unit efficiency up to 94%, Unit output rating @ 0.9 Power Factor, Input current distortion < 4.5%, Patented ABM Technology, Patented HotSync parallel firmware control, Scalable Architecture, Parallel Redundancy and Capacity capable. Sidecar -maintenance bypass -2 breaker-35kAIC, CAN Bridge card (RMP II).

Included Services: IBM 5-year warranty, first-year 7x24 service protection plan includes a standard 5x8 startup service, and one year of eNotify remote monitoring and diagnostics coverage for both UPS and batteries. Warranty coverage for years two thru five are 5x8 (Break-fix) service.

Qty=2 **Battery Cabinet System, IBC-S Integrated E20 Battery Cabinet.** 480 VDC - 240 cells, 300A Circuit Breaker. Back-up time @ (72KW) load for approximately 22 minutes.

Qty =1 **Remote Status Monitor Panel**

Qty=1 **Powerware Power Distribution Unit (PDU) 100KVA.** Input Voltage 480V, Output Voltage 208V / 120V, (4) 42-pole Panel boards with 225A main breaker, K20 Transformer, Emergency power off (EPO), Building alarms (Two programmable), Cabinet color / Black, SNMP Optional.

Included Services: One (1) year Warranty and Service Protection Plan for Powerware PDU includes: One (1) Year UPS parts & labor, 8-hour response, 7x24 technical support. Note: Start-up purchase is required to activate warranty.

AMENDMENT NO. 3 TO THE AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND A. VARLOTTA, INC. FOR
MINOR PAINTING SERVICES

NAME OF VENDOR: A. Varlotta, Inc.

RESPONSIBLE PRINCIPAL OF VENDOR: Armand Varlotta, President

VENDOR'S ADDRESS: 4957 Delacroix Road
Palos Verdes, CA 90275

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Maintenance Operations Manager

COMMENCEMENT DATE: July 1, 2006

TERMINATION DATE: June 30, 2009

CONSIDERATION: Not to exceed \$45,000 per year

AMENDMENT NO. 3 TO THE AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND A. VARLOTTA, INC. FOR
MINOR PAINTING SERVICES

This Amendment No. 3 is to that certain Agreement, dated July 1, 2006, and identified as Contract No. 135-06, as amended by Amendment No. 1, dated July 11, 2006 and identified as Contract No. 229-06, as amended by Amendment No. 2, dated October 23, 2006 and identified as Contract No. 382-06 (collectively, the "Agreement"), copies of which are on file in the office of the City Clerk, between the City of Beverly Hills ("CITY"), and A. Varlotta, Inc. (hereinafter called "VENDOR") for minor painting services.

RECITALS

A. CITY and VENDOR entered into a written Agreement, dated July 1, 2006, for minor painting services, which has been previously amended.

B. CITY desires to extend the increase the compensation to include additional projects required by CITY.

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

Section 1. The Termination Date is hereby amended as set forth above.

Section 2. Except as modified by Amendment Nos. 1 and 2, and expressly modified by this Amendment No. 3, all of the provisions of the Agreement shall remain in full force and effect.

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

CITY OF BEVERLY HILLS
A Municipal Corporation

BARRY BRUCKER
Mayor of the City of
Beverly Hills, California

BYRON POPE
City Clerk (SEAL)

VENDOR: A. VARLOTTA, INC.

Armand Varlotta

ARMAND VARLOTTA
President

Maria Varlotta

MARIA VARLOTTA
Secretary - Treasurer

APPROVED AS TO FORM:

Laurence S. Wiener

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD
City Manager

David D. Gustavson

DAVID D. GUSTAVSON
Director of Public Works & Transportation

Karl Kirkman

KARL KIRKMAN
Risk Manager

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
NATIONAL NOTIFICATION NETWORK, INC. FOR LICENSING
AND CONFIGURATION OF A MASS NOTIFICATION SYSTEM,
AND RELATED SERVICES

NAME OF CONSULTANT: National Notification Network, Inc.

RESPONSIBLE PRINCIPAL
OF CONSULTANT: James Keene, Executive Vice President

CONSULTANT'S ADDRESS: 505 North Brand Boulevard, Suite 700
Glendale, CA 91203

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
ATTN: David Snowden
Chief of Police

COMMENCEMENT DATE: Upon Written Notice to Proceed

TERMINATION DATE: Thirty six months from written Notice to
Proceed unless renewed as described in Section 2
of the Agreement

CONSIDERATION: An amount not-to-exceed \$45,000 per year as
described in Exhibits B-1 and B-2, including
contingency and applicable taxes and fees

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND NATIONAL NOTIFICATION NETWORK, INC. FOR
LICENSING AND CONFIGURATION OF A MASS
NOTIFICATION SYSTEM, AND RELATED SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "City"), and National Notification Network, Inc., (hereinafter called "Consultant").

RECITALS

A. City circulated a Request for Proposals dated August 10, 2007 (the "RFP") seeking bids for replacement of the City's existing mass notification system, and related services. Consultant submitted a proposal dated September 13, 2007 (the "Proposal") in response to the RFP. The RFP and the Proposal are incorporated herein by this reference and made part of this Agreement to the extent the terms contained therein are consistent with the terms set forth in this Agreement.

B. City desires a new Mass Notification System (the "System"), including all software, technology, and services provided (the "Services") as set forth in Exhibit A-1 ("Scope of Services"), Exhibit A-2 ("Terms of Use"), Exhibit C ("Service Level Agreement"), attached hereto and incorporated herein by this reference, and in the RFP and the Proposal.

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

D. City desires to retain Consultant and Consultant desires to provide the System and Services in accordance with the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

Section 1. Consultant's Services. Consultant shall provide the System and Services as more particularly described in Exhibits A-1, A-2, and C, the RFP and the Proposal to City's full satisfaction.

Section 2. Time of Performance. This Agreement is for a thirty six (36) month term as set forth above and shall commence upon receipt of a written Notice to Proceed from City, and shall terminate on the Termination Date set forth above, unless renewed by City upon payment by City approved purchase order of the annual fee described in Exhibit B-1 ("Schedule of Rates") and Exhibit B-2 ("Schedule of Payment"), attached hereto and incorporated herein by this reference. City may terminate the Agreement at any time as provided in Section 13 of the Agreement.

Section 3. Compensation. City agrees to compensate Consultant, and Consultant agrees to accept in full satisfaction for the services required by this Agreement the

Consideration set forth above and more particularly described in Exhibit B-1 . 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, configuration and installation, as applicable). City shall pay Consultant said Compensation in accordance with the schedule of payment set forth in Exhibit B-2.

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

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

Section 6. Party Representatives.

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

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

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

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

Section 9. Insurance.

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

(b) Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Professional Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions

attached to such policy or policies must be declared to City in writing and be approved by City. Further, Consultant agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

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

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

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

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

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

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

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

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

(k) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Consultant shall either reduce or eliminate the

deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

Section 10. Indemnification. Consultant agrees to indemnify, hold harmless and defend the 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 with respect to (a) Consultant's obligations under Section 15 (Non-Disclosure) of this Agreement, or (b) physical injury or property damage caused by Consultant or any person employed by Consultant while on-site at City facilities. In no event shall Consultant or any person employed by Consultant be liable under any theory for liability for, or required to indemnify City for, damages or injuries arising in whole or in part from a failure to receive a notification from the System, or for content or data provided by City.

Section 11. Intellectual Property Warranty and Indemnification.

(a) Consultant hereby grants to City a non-exclusive license to use the System provided under this Agreement and warrants that it has the full power and authority to grant the license to City and that the license to and use by the City of the System will in no way constitute an infringement or other violation of any copyright, trade secret, trademark, patent or other proprietary right of any third party.

(b) Consultant agrees to indemnify, hold harmless and defend City, the City Council and each member thereof, every officer, employee and agent of City, from any liability or financial loss (including, without limitation, attorneys fees and costs) arising from or related to any claim that use of the technology provided by Consultant infringes upon any copyright, trade secret, trademark, patent or other proprietary or intellectual property right of any third party. Consultant shall, at its sole expense, defend and settle all suits or proceedings arising out of the foregoing, provided that City gives Consultant prompt notice of such claim of which it learns. In all events, City shall have the right, but not the obligation, to participate at its own expense in the defense of any such suit or proceeding through counsel of its own choosing.

(c) Consultant's indemnification obligations hereunder shall not apply to the extent that any warranty claim or demand for indemnification arises as a result of or is caused by (i) any unauthorized use, reproduction, or distribution of the Services; (ii) any use of the Services in combination with other products, equipment, software, or data not supplied by Consultant; (iii) any use, reproduction, or distribution of any release of the Services other than the most current release made available to City, or (iv) any modification of the Services by any person other than Consultant.

(d) This indemnity provision shall survive termination of this Agreement.

Section 12. Technical Services

(a) Configuration and Customization:

(i) Initial: During the initial configuration and customization of the System in preparation for go-live and acceptance of the Services, Consultant shall make necessary customizations to the Technology as directed by City, including such items as user subscriptions, notification groups, and employee accounts at no additional cost to City. Said customizations are intended to ensure compatibility and ease of use for users, based on an easy-to-use web-based dashboard for both subscribers and City's system administrators. The customizations will be completed based on information provided by the City, based on the specific deliverables identified in Exhibit A, the RFP, and the Proposal. Consultant will provide templates and guidance to facilitate gathering required information.

(ii) Ongoing: After the initial configuration and customization of the System for City's benefit, throughout the term of this Agreement, Consultant shall configure the System as appropriate. Consultant has a program for continually updating its technology and the features and functionality of the System. Requests for customization from City will be considered immediately and placed in the development cycle based on the relative criticality of the requested change to Consultant's customers as a group as well as the requesting entity. Consultant will respond to all requests from the City for changes to the system and work with the City on a case by case basis to determine the best business approach to satisfy the request.

(b) Support: At all times while this Agreement is in effect, Consultant shall provide routine technical support, and whatever routine maintenance, trouble shooting and repairs as are necessary to ensure City's access to the System, and to all data related to City users, customers, and any related information input into the System ("City's Data"). Bug fixes, maintenance of the database and other repairs of the System are included in the annual license and/or service fee. All support services shall be provided pursuant to Exhibit C ("Service Level Agreement").

(c) Training: Consultant shall provide eight (8) hours of on-site training on the use of the System and shall provide City with user's manual and install "help screens" within the System to assist City in utilizing the System. Consultant shall make every effort to accommodate City's training schedule, and in the absence of additional on-site training, shall provide City with web-based training sessions, as needed.

(d) Scheduled and Unscheduled Outages: Consultant shall notify City of all scheduled outages within a reasonable time, but not less than twenty-four (24) hours prior to the scheduled outage. Consultant shall make reasonable efforts to assure that scheduled outages during normal business hours shall not exceed two (2) hours during any calendar month. In cases of unscheduled outages, Consultant shall use its best efforts to notify City as soon as Consultant learns of the unscheduled outage and City's access to the System and City's Data shall be restored within a reasonable time, but not more than forty-eight (48) hours.

(e) Hosting: Consultant acknowledges that it will "host" the System and agrees that it will backup data and take appropriate measures to protect and store City's Data.

All backup, security and storage shall be approved by City's Security Administrator for purposes of complying with City's policies as follows:

(i) **Retention Schedule:** Consultant shall retain data for eighteen (18) months during the term of this Agreement and thereafter as provided in the Proposal. City may download and retain data supplied by the City at any time during the 18-month period.

(ii) **Retrievable Format:** City and Consultant agree that for purposes of all backups, storage and retrieval of City's Data, Consultant shall use mySQL database export format.

(f) **Backup and Recovery:** To ensure the integrity of City's Data, and to minimize Consultant's liability for loss of City's Data under this Agreement, Upon City's request, Consultant shall provide City with incremental backups of City's Data via electronic file transfer in mySQL database export format. Such incremental backups shall be delivered at least biweekly, unless otherwise mutually agreed upon by Consultant and City in writing. During any period in which Consultant is obligated to provide the City with incremental backups of City's Data, City agrees that it shall retain and store such backups for a period of at least the last two consecutive years following receipt of such City Data and, upon the written request of Consultant, deliver to Consultant at no cost to Consultant, all such backups via electronic file transfer in mySQL data base export format, within fourteen (14) calendar days of receipt of such request.

(g) Consultant is required to uphold the following performance standards to be considered in compliance with this License Agreement:

(i) Consultant shall maintain separate storage files for, and access rights to City's Data, and shall secure such data.

(ii) Consultant warrants the System can be accessed by Microsoft Internet Explorer 3.0 and above.

(iii) Consultant shall make all available arrangements for the System to be accessible by the City's staff 99.8% of the time, which shall be calculated within each calendar month, not counting scheduled maintenance. Notification by Consultant to City of outages shall be governed by the terms in Section 12(d) above.

(iv) Consultant shall install security protocols which meet the minimum reasonable "best practices" standards and provide City's Security Administrator with information about such protocols. Consultant shall update its "best practices" from time to time as necessary to meet changing industry standards.

(v) Consultant shall maintain multiple geo-dispersed data centers in an Active-Active configuration to ensure total System redundancy and automatic and complete failover.

(vi) Consultant warrants that the System shall perform in accordance with the published specifications.

Section 13. Termination.

(a) City may cancel this Agreement, with or without cause, at any time upon thirty (30) 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 prior to System acceptance (as defined in Task 10 of Exhibit A-1), Consultant shall not be paid any compensation. Such System acceptance shall not be unreasonably held.

(c) 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 annual rate 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 Consultant for the full performance of the services required by this Agreement.

Section 14. City's Responsibility. City shall provide Consultant with all pertinent data, documents, and other requested information as is available for the proper performance of Consultant's services.

Section 15. Non-Disclosure.

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

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

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

(iii) Sell, release, free trade, assign, or provide access to the Information, directly or indirectly, to third parties, except as required by law or court order. This provision survives termination of this Agreement.

Section 16. Notice. Any notice required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth above or to such other addresses as the parties may designate in writing. Notification by Consultant to City of outages shall be governed by the terms in Section 12(d) above.

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

Section 18. Precedence. In case of conflict between any of the Exhibits attached hereto and the terms of this Agreement, this Agreement shall take precedence over the Exhibits. In case of a conflict between any of the Exhibits, Exhibits A-1, and B-2 shall take precedence over the other Exhibits.

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

Section 22. No Third Party Beneficiaries. This Agreement and the obligations hereunder are not intended to benefit any party other than City and Consultant, except as expressly provided otherwise herein. No entity not a signatory to this Agreement shall have any rights or causes of action against any party to this Agreement as a result of that party's performance or non-performance under this Agreement, except as expressly provided otherwise herein.

Section 23. Force Majeure. Except for lack of performance due to Consultant's employees, computers, telecommunications, internet service providers or hosting facility failures or delays involving hardware, software or power system, and network intrusions or denial of service attacks, Consultant's performance of its obligations under this Agreement shall be excused for the duration of any circumstances beyond Consultant's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems.

EXECUTED the ____ day of _____, 200__.

CITY OF BEVERLY HILLS
A Municipal Corporation

BARRY BRUCKER
Mayor of the City of
Beverly Hills, California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

CONSULTANT:
NATIONAL NOTIFICATION NETWORK,
INC.

CINTA PUTRA
Chief Executive Officer

STEVE KIRCHMEIER
Executive Vice President

APPROVED AS TO FORM: *(For DH)*

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD
City Manager

DAVID SNOWDEN
Chief of Police

DAVID SCHIRMER
Chief Information Officer

KARL KIRKMAN
Risk Manager

EXHIBIT A-1

SCOPE OF SERVICES

Consultant shall provide City with a comprehensive Mass Notification System (the “System”), including all software, technology, services, labor, equipment, materials, supplies, training and support (the Services”) to ensure a fully functional System as requested in the RFP, and as identified and detailed below.

TASK 1 - PROJECT MANAGEMENT

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

- (a) Serves as liaison between City representatives and Consultant,
- (b) Schedules and conducts conference calls and meetings with key City representatives as needed,
- (c) Conducts requirements analyses,
- (d) Ensures implementation schedule is maintained and accurate, including completion of all tasks and deliverables,
- (e) Provides all necessary documentation,
- (f) Manages Consultant’s technical personnel and ensures uninterrupted service delivery to the City,
- (g) Resolves any conflicts during the course of the project, and
- (h) Provides weekly status reports to City staff.

Task 1 - Deliverables:

Project Plan: Consultant shall provide City with a Project Plan detailing the timeline, drop dead dates, resource allocation and project milestones.

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

TASK 2 – PRE-CONFIGURATION

The purpose of this Task is to identify all pre-configuration items to ensure successful completion of the project.

- (a) Needs Assessment & Requirements Analysis: Consultant shall conduct a thorough needs assessment and requirements analysis based on the requirements identified in the RFP and reported in the Proposal. Consultant shall examine and document the current workflows and business processes for the City's desired mass notification procedures to ensure an accurate workflow design and to maintain desired business practices in the new System.
- (b) Preliminary Functional Specifications: Consultant shall develop detailed functional specifications, including a design document based on the needs assessment and requirement analysis which will document Consultant's findings and analyze them in light of industry best practices. The preliminary functional specifications shall detail the proposed workflow and design of the new System and shall include a detailed diagram (Visio) of the architecture of the entire System, where applicable.

Task 2 - Deliverable:

Preliminary Functional Specifications: Consultant shall provide City with Preliminary Functional Specifications detailing design and configuration of the System.

TASK 3 – CONFIGURATION

The purpose of this Task is to commence configuration of the System and to ensure that all components identified in the RFP and Proposal are included in the configuration, and that City receives a fully functional, robust, interactive, high speed mass notification system that can send notifications to pre-identified recipients as well as to geographically identified recipients using a Geographic Information Systems (GIS) interface. Consultant shall ensure that the Services and System shall include the following:

Task 3.1 Configuration - General Requirements:

- (a) Scope of Work: Consultant shall provide any and all services, labor, equipment, materials, supplies, training and support necessary to provide a comprehensive Mass Notification System.
- (b) Open Configuration: Consultant shall provide a System which shall be configured to send notifications to thousands of contacts including staff, associates and City of Beverly Hills' first responders, as well as citizens and members of the general public.
- (c) Scalability: Consultant shall ensure that the System is scalable to accommodate additional contacts on-demand.
- (d) 24x7x365: Consultant shall ensure that the System is available to initiate and deliver notifications 24 hours a day, 7 days a week, 365 days a year, with at least 99.9% availability.

- (e) User Interface: Consultant shall design and implement a user-friendly interface with an easy-to-use dashboard to facilitate any authorized City user's.
- (f) Emergency Service Numbers: Consultant shall utilize the ESN 911 Database, and update the database at regular intervals, as directed by City. This database shall be kept strictly separate from all other databases within the System.
- (g) Hosted Solution / Application Service Provider (ASP): Consultant shall host the System and provide it on an ASP basis as software as a service. No hardware, software or equipment shall be required beyond the existing desktop and laptop workstations operating with Microsoft Windows XP Professional and Microsoft Internet Explorer 6.0 or later.
- (h) Accessibility: Consultant shall ensure that authorized personnel are able to securely access the new System via any secure internet connection.
- (i) Data Security: Consultant shall ensure that all confidential and proprietary data is secure.
- (j) Configuration: Consultant shall ensure that set up and customizations are completed in a timely fashion, upgrades and enhancements provided seamlessly, and at no additional cost.
- (k) Contact Registration: Consultant shall provide for the ability for citizens to self register additional contact information such as a mobile number or e-mail address. This shall include an input dashboard for publication on the City's internet/intranet sites.
- (l) Audit Trail: The System shall include login and transaction audit tracking.

Task 3.2 Configuration - Send Requirements:

- (a) Capable of initiating calls to at least ten thousand (10,000) contacts at a time and to deliver at least fifty thousand (50,000) 30-second local or long-distance voice messages per hour.
- (b) Ability for a notification to be delivered to the first intended contact device within two minutes of the request to do so.
- (c) Ability to send notifications to any pre-identified recipients (such as employees, vendors, and first responders) and to geographically identified recipients through a standard GIS interface.
- (d) Ability to set up user-defined fields in the profiles of message recipients.

- (e) Ability to select message recipients based on the user-defined fields (e.g., to send the message to people in a particular location or with a particular skill or based on other user-defined criteria).
- (f) The ability to send “polling” broadcasts to pre-defined recipients, where a recipient is asked to respond to a question or series of questions.
- (g) Ability to send geographic polling notifications.
- (h) Ability to notify pre-identified recipients via:
 - i. Phone (land-line, mobile, satellite)
 - ii. Blackberry
 - iii. PDA
 - iv. Text message
 - v. Instant message
 - vi. e-mail
 - vii. fax
 - viii. 1-way and 2-way SMS
- (i) Receives confirmations from contacted devices.
- (j) Provides for at least 8 different contact numbers/addresses and to receive confirmation of receipt of the message.
- (k) Can sequence the contact paths.
- (l) Provides two different sequences depending on whether it is an emergency notification or a non-emergency notification.
- (m) Send notifications to pre-defined groups of people where each individual within the group has their own contact information and can confirm receipt of the message.
- (n) Sends to selected groups and selected individuals with a single message.
- (o) Ability to create, send, and manage notifications from any computer, using a browser, at any time.
- (p) Ability to call a live operator 24x7x365 to create and send notifications.
- (q) Ability to enter a message in text and to have it translated to speech (i.e., text-to-speech function).
- (r) Sends notifications using text to speech in Spanish, French, English, or other

designated languages.

- (s) Performs as many redial attempts as requested by the user and can vary by notification.
- (t) Confirms receipt of messages and to request that the message be repeated.
- (u) Ability to save pre-recorded voice and text messages for later use.
- (v) Ability to re-send a notification to only those who did not respond to the original notification.
- (w) Ability to record a message that employees can then access by calling a toll-free number.
- (x) Ability to automatically request that employees join a conference call when they receive a notification.
- (y) Ability to send different notifications at the same time to the same or different recipients.
- (z) Ability to set up recurring notifications.
- (aa) Can override call-blocking.
- (bb) Ability to notify those with special needs through TTY.
- (cc) Ability to record messages that can then be accessed via toll-free call-in.
- (dd) Ability to escalate messages when the intended recipient has not confirmed receipt of a message.
- (ee) Ability to set up “quota notifications” that end after a pre-determined number of confirmations are received and then contacts those who confirm after the quota is reached to inform them that they are no longer needed.
- (ff) Ability to customize the telephone number display (caller ID) for voice messages and the email addresses for text messages, and to add call blocking.
- (gg) Ability to customize the greeting that precedes a message delivered by voice.
- (hh) Can provide a library of message maps to incorporate into notifications. Please list available message libraries and number of available maps for each: (e.g. Pandemics, Earthquakes, Hurricanes, etc.)

Task 3.3 Configuration - GIS Requirements:

- (a) Ability to search for a geographic location using the following criteria:
 - i. Telephone
 - ii. Address
 - iii. Street Name
 - iv. Streets/Cross Streets
 - v. Community / City
- (b) Search criteria is not case sensitive.
- (c) An indicator shows when a search is in progress and completed.
- (d) If no records match, a “no match found” message is displayed.
- (e) When the search is complete, the result is highlighted on the map.
- (f) Search capabilities using Soundex.
- (g) If more than one record matches the search, the records are sorted and provide options for determining the correct record.
- (h) Ability to send notifications to a selected geographic area by zip code.
- (i) Ability to identify a geographic area defined by an address and a radius around that address.
- (j) Ability to select a street segment by selecting a street name and two cross-street names.
- (k) Ability to use an interactive map through a vendor supported HTTP-based GIS format to select a geographic area using polygons/drawing tools. Interactive map functions should include zoom in/out using zoom buttons and using pre-defined zoom levels (e.g., street, city, state, country), movement north, south, east and west.
- (l) Ability to add organization-specific custom layers to maps in order to target communications more precisely and effectively plus the ability to view/hide pre-defined map layers. (Agency/Organization should add specific examples of pertinent layers . For example, location of power stations, utility poles, fire hydrants, police stations, fire stations, government offices, schools, etc.).
- (m) Ability to import pre-existing ESRI shape files polygons (e.g. neighborhood boundaries) from other applications to quickly select a geographic area. Please

describe the way in which the requirement will be met.

- (n) Ability to save selected geographic “activation” areas and scenarios.
- (o) Ability to directly acquire and provide citizen contact information for the required areas with authorization from the City of Beverly Hills.

Task 3.4 Configuration - Reporting Requirements:

- (a) Ability to view notification results data in real-time while a notification is in progress and after it is completed.
- (b) Notification/broadcast results reports should contain the following information:
- (c) Name of the broadcast
- (d) Date and time of the broadcast
- (e) Name of the person who initiated the broadcast
- (f) Number of redial attempts requested by initiator
- (g) Summary statistics including total contacts, total confirming receipt/not confirming receipt, % confirming and % not confirming receipt. If a polling broadcast, a total for each response.
- (h) Detailed calling information including call-result of each attempt within the broadcast including the addresses and associated phone numbers attempted, the attempted number (if multiple attempts / re-dials are requested) and the result:
 - i. Confirmed (with date & time)
 - ii. Busy
 - iii. No Answer
 - iv. Voicemail
- (i) Ability to view broadcast results by either confirmed or non-confirmed responses or both.
- (j) Ability to capture and view polled responses.
- (k) Ability to produce ad-hoc reports using all application data.
- (l) Ability to track and report on user-defined fields for pre-defined users.
- (m) Ability to export all report data in XLS, CSV, HTML, or PDF format.

Task 3.5 Contact Requirements

- (a) Ability to import employee contact information from an existing database.
- (b) Ability to upload other contact data in .xls and .csv format.
- (c) Ability to upload group and escalation information in the same upload process.
- (d) Ability to update multiple records with data export and import capabilities.

Task 3.6 Customer Service & User Documentation

- (a) On-line documentation is provided and is understandable by non-technical users.
- (b) Available live customer service 24x7x365 for emergency service calls and at least 10 hours a day for non-emergency service calls.

Task 3 - Deliverables:

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

TASK 4 – ADMINISTRATOR TRAINING

Consultant shall provide administrator training and knowledge transfer related to the general aspects of the System, as well as related to administration of the System. Consultant shall provide this administrator level training for up to twelve (12) City representatives. The specific areas of administrator level training shall include, but are not limited to an overview of the System’s environment, proper administration of users, and any additional administration activities that need to occur for proper maintenance and upkeep of the System and City’s Data within the System.

Task 4 - Deliverable:

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

TASK 5 - SYSTEM TESTING

The purpose of this Task is to review and conduct testing of the System, using City’s Data. Consultant shall work with City representatives to develop and implement effective system test strategies to ensure the System is fully functional in preparation for acceptance of the System and go-live.

- (a) *Initial Testing*: Consultant shall define and document initial test procedures and shall conduct initial testing with the assistance of City representatives. Consultant shall document the results of this test phase, and shall correct any errors or bugs encountered.
- (b) *Interim Testing*: Upon completion of Initial Testing by Consultant, City representatives who have received administrator level training under Task 4 shall conduct additional tests of the System, and shall identify and document adjustments and/or corrections that must be made to the System's structure and/or the established workflow for City departments and City users. City shall document the results of this test phase, and shall notify Consultant, in writing, of the adjustments and/or corrections that must be made prior to System acceptance by City. Consultant will verify City's findings and complete any necessary adjustments and/or corrections as directed by City.

Task 5 - Deliverables:

Test Results, Fixes & Adjustments: Consultant shall provide City with documentation noting the results of initial testing, including any errors or bugs encountered, and proof that such errors or bugs were corrected. Consultant shall also provide City with documentation noting that any additional adjustments and/or corrections identified during interim testing have been successfully completed.

TASK 6 - SYSTEM REVIEW

The purpose of this Task is to prepare for training of City users, go live, and final acceptance of the System. As part of the Project Plan identified in Task 1, Consultant and City shall produce measurable objectives by which to determine complete installation and implementation of the System. As part of the System review, Consultant and City shall jointly establish that each of the measurable objectives has been met, and that the system is fully functional to City's satisfaction.

TASK 9 – GO LIVE

The purpose of this Task is to place the System into production on the City's internet and intranet sites. As part of the Project Plan identified in Task 1, Consultant shall establish target completion dates and drop dead dates for completion and go-live. Consultant shall provide City with feedback on readiness to go-live with the application based on total or partial completion of Tasks 1-8.

TASK 10 – ACCEPTANCE

City shall issue acceptance of the project, provided that all critical errors have been corrected, and provided that the System functions according to the specifications published by Consultant, along with any and all data conversions and/or customizations made by Consultant for City's benefit. Such acceptance shall not be unreasonably withheld.

TASK 11 – CERTIFICATE OF COMPLETION

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

TASK 12-CONTINGENCY SERVICES

The City Manager or his designee may request additional services to be performed by Consultant which are outside the scope of services set forth in this Exhibit. Upon the City Manager or his designee's request, Consultant shall submit a written proposal to the City Manager or his designee (which shall contain a description of the services and costs) for such contingency services. Such proposal is subject to the prior written approval of the City Manager or his designee.

EXHIBIT A-2
TERMS OF USE

National Notification Network, LLC
Terms of Use

THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS GOVERNING THE USE OF 3N'S SERVICE:

1. **DEFINITIONS.** As used herein, the following terms shall have the meanings ascribed to them as set forth below:

"3n Technology" includes, without limitation, the Software, all proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs, and other tangible or intangible technical material or information) made available to Customer through the Service or otherwise in connection with this Agreement. "Applicable Law" means any domestic or foreign law (statutory, common, or otherwise), order, writ, injunction, decree, award, stipulation, ordinance or administrative doctrine, ordinance, equitable principle, code, rule, regulation, executive order, request, or other similar authority enacted, adopted, promulgated, or applied by any Governmental Body, each as amended including, without limitation, the Telephone Consumer Privacy Act (TCPA, 47 USC Section 227) and implementing Federal Communications Rules (47 CFR 64.1200), the CAN-SPAM Act (15 USC Section 7701 et seq.) and the FCC's implementing rules (47 CFR Section 64.3100, with respect to communications to wireless devices) (47 CFR 64.3100), and the Federal Trade Commission's implementing rules (16 CFR Section 316.3, with respect to communications to computers). "AUP" means the Acceptable Use Policy of 3n, available at <http://www.3nonline.com/3naupdoc/>, as may be amended from time to time to time. "Customer Data" means the names and contact paths for Members, and any and all electronic data provided by Customer to 3n in connection with the use of the Service. "Governmental Body" means any legislature, agency, bureau, branch, department, division, commission, court, tribunal, magistrate, justice, multi-national organization, quasi-governmental body, or other similar recognized organization or body of any federal, state, county, municipal, local, or foreign government or other similar recognized organization or body exercising similar powers or authority. "Intellectual Property Rights" means patented or unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

"Member" or "Members" shall mean Customer's employees, agents, representatives, clients, customers, subscribers, members and/or other persons or entities whom Customer may wish to contact using the Service, *provided, however*, that each Member Record, if more than one for any Member, shall be deemed to represent a separate Member for all purposes hereunder. Notwithstanding, each Member Record shall have separate fields for multiple member contact information. "Member Record" includes, without limitation, the Customer Data for a Member. "Software" means the computer source code and object code, including, without limitation, the software, provided or used by 3n in connection with the Service provided hereunder. "Users" means Members, Customer's employees, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by Customer (or by 3n at Customer's request).

2. **SERVICE.** Subject to the provisions of this Agreement, 3n shall provide Customer access to the service utilizing the Software, applications and services that comprise the 3n Mass Notification System, an automated system for delivery of messages to multiple Members via multiple communication paths, and for processing responses thereto, as set forth in the Quote (the "Service"). Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including any new Service, will be subject to the provisions of this Agreement. 3n shall make the Service available to Customer pursuant to the terms and conditions set forth in this Agreement. Customer agrees that its purchase of the Service is not contingent upon the delivery of any future functionality or features nor is it dependent upon any oral or written public comments made by 3n with respect to future functionality or features.

3. **USE OF THE SERVICE.**

3.1 **3n Responsibilities.** 3n shall: (i) in addition to its confidentiality obligations pursuant to Section 10, not use, edit or disclose to any party other than Customer, the Customer Data, unless otherwise required by a Governmental Body; (ii) use commercially reasonable efforts to provide the Service herein contemplated; (iii) use its best efforts to provide support for the Service, except for: (a) planned downtime as therein set forth or (b) any unavailability caused by circumstances beyond 3n's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems, and network intrusions or denial of service attacks, in each case, which are not within 3n's possession or reasonable control.

3.2 **Customer Responsibilities.**

(a) Customer is responsible for all activities that occur under Customer's account. Customer shall: (i) provide 3n with the Customer Data for Members that Customer and Customer's authorized users want to communicate with using the Service; (ii) provide 3n with this Customer Data in a form and format specified by 3n, if so required; (iii) have sole and exclusive responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (iv) maintain a copy of all Customer Data it provides to 3n; (v) designate certain Users to access and use the Service on Customer's behalf; (iv) ensure that Users shall at all times use the Service in accordance and in compliance with this Agreement, the AUP and 3n's manuals, as each may be updated periodically by 3n; (vi) prevent unauthorized access to, or use of, the Service, and notify 3n promptly of any such unauthorized use and, notwithstanding anything to the contrary in this Agreement, 3n shall have no liability for any losses, damages, claims, suits or other actions arising out of or in connection with such unauthorized or improper use of the Service by Customer, Users or Members; and (vii) comply with all Applicable Laws; (viii) cause such number of its employees, as determined by Customer, to undergo initial setup and training; (ix) not cause any disturbances, outages or take any other actions that may adversely affect the Service; and (x) be responsible for, and/or its Users shall be responsible for, payment of any service fees, text messaging fees, and any other third party fees or expenses, associated or incurred in connection with, the access or use of the Service by Customer and/or its Users. Customer acknowledges that it is solely responsible for the content of any information that it makes available through the Service and that 3n will not, except as otherwise expressly herein set forth, monitor Customer or Customer's use of the Service to examine the content passing through it. Notwithstanding anything to the contrary in this Agreement, in no event shall 3n be liable to Customer, a Member or any other third party for any failure on the part of Customer to fulfill its responsibilities pursuant to Section 3.2 and 3n expressly disclaims any liability arising therefrom.

(b) Customer agrees to: (i) provide true, accurate, current, up to date and complete Customer Data and information about itself; and (ii) maintain and promptly update the Customer Data to keep it true, accurate, current and complete, the failure of which shall not

impose or create any liability or obligation on the part of 3n. Customer's Members will be allowed access to their personal Customer Data to make modifications or changes thereto. If Customer or any Member provides any information that is untrue, inaccurate, not current or incomplete, Customer understands, acknowledges and agrees that any notifications sent utilizing the Service may not reach the intended Member.

(c) Customer may designate up to the number of Users permitted under its account, which corresponds to the level of Service purchased by Customer. Customer shall be responsible for the confidentiality and use of its Users' identifications and passwords. Customer shall be responsible for all electronic communications (including maintenance of Customer Data) and the sending of messages to Members ("Electronic Communications") entered through or under a User's identification and/or password(s). 3n will act as though any Electronic Communications sent by Customer shall comply with Applicable Law, and shall have been sent by an authorized User, and shall be permitted to rely thereon for all purposes. Customer agrees to immediately notify 3n if it becomes aware of any loss or theft of a User's identification and/or password(s) or any unauthorized use of the Service and/or identification and/or password(s) used in connection therewith.

4. **Use Guidelines.** Customer shall use the Service solely for its internal business purposes as contemplated by this Agreement and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than as contemplated by this Agreement; or (ii) use the Service in violation of the AUP or Applicable Law.

5. **TERM.** This Agreement will commence on the Effective Date and will continue in force for three (3) years (the "Initial Term"). Subject to the provisions of Section 6, unless terminated in writing not less than 60 days prior to the expiration of the then current Term, or extended by written agreement signed by both Parties, this Agreement shall automatically renew for additional successive one-year terms (each a "Renewal Term" and, together with the Initial Term, collectively hereinafter referred to as the "Term") upon issuance of a valid purchase order by Customer.

6. **TERMINATION.** Termination by Either Party. During the Initial Term and any Renewal Term, either Party may terminate this Agreement for cause, upon the other Party's material breach of this Agreement, provided that (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breach within thirty (30) days following its receipt of such notice (the "Notice Period"); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice to the breaching Party indicating the non-breaching Party's election to terminate this Agreement.

7. **PAYMENT TERMS.** Payment. 3n shall invoice Customer in advance for the Initial Term and annually in advance for any Renewal Term. All payments, including, without limitation, fees for professional services, shall be made within thirty (30) days from the date of invoice.

8. PROPRIETARY RIGHTS.

8.1 **Grant of License.** 3n hereby grants to Customer, during the Term, a non-exclusive, non-transferable right to use the Service, solely for Customer's own internal business purposes, subject to the terms and conditions of this Agreement. Upon suspension of the Service as herein contemplated, or upon termination of this Agreement for any reason, all licensed rights granted to Customer pursuant to this Agreement shall terminate immediately, and Customer shall promptly discontinue all further use of the Service.

8.2 **Restrictions.** Customer will not: (i) copy, modify, port, adapt, translate, localize, reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code of the Software, the Service or any portion thereof for any purposes, including, without limitation, to (a) build a competitive product or service; (b) build a product using similar ideas, features, functions or graphics of the Service; or (c) copy any ideas, features, functions or graphics of the Service; (ii) create derivative works based on the Software, the Service or any portion thereof or merge any of the foregoing with any third party software or services; (iii) remove, obscure or alter any proprietary notices or labels on the Software, or any portion of the Service; (iv) transfer, lease, assign, sublicense, pledge, rent, share, distribute or allow any lien or encumbrance to be placed on the Service or Software or any portions thereof; (v) disclose the results of any performance, functional or other evaluation or benchmarking of the Software or Service; provided, however, Customer may distribute the reports and other data generated by the Service (excluding any 3n intellectual property or confidential information included therein); (vi) use the Software, the Service or any portion thereof to provide services to any third party or for the benefit of any third party, including, without limitation, any entity or individual that markets, distributes or provides notification software or services; (vii) create internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Customer's own internet/intranet sites or otherwise for its own internal business purposes; (viii) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Service or the Software; or (ix) permit access to the Software, the Service or any portion thereof by any third party other than Customer's Users who (a) are bound by the terms of a written agreement with Customer which will protect 3n and its Intellectual Property Rights in a manner no less protective as the terms hereof and (b) use the Software and the Service solely for the benefit of Customer (each a "Permitted Contractor"). Customer shall be liable to 3n for any breach of the terms of this Agreement by any of its Permitted Contractors to the same extent that Customer would be liable hereunder had it committed the same breach.

8.3 **Reservation of Rights.** Other than as expressly set forth in this Agreement, no license or other rights in or to the 3n Technology or Intellectual Property Rights therein are granted to Customer, and all such licenses and rights are hereby expressly reserved. In furtherance of, and not in limitation of the foregoing, 3n owns all rights, title and interest, including any and all related Intellectual Property Rights, in and to 3n Technology and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or a User, relating to the Service. Customer acknowledges and agrees that 3n will retain all right, title and interest to bench marking data, abstracted derivative data, transactional, performance data and metadata (but not to Customer Data) related to use of the Service or the Software and the Service which 3n may aggregate, benchmark and collect in such a way as to not allow identification of Customer or a User (including Software use optimization and product marketing), provided that such use does not reveal the identity of Customer or Users or specific Software use characteristics that may be identified to Customer (collectively, the "Transactional Data"). This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service, 3n Technology or Intellectual Property Rights owned by 3n, *provided, however*, that as between 3n and Customer, all Customer Data that is not Transactional Data shall be owned exclusively by Customer.

9. CONFIDENTIAL INFORMATION.

9.1 **Definition; Protection.** As used herein, "Confidential Information" means all confidential and proprietary information of a party

("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, the Customer Data, the Service, the 3n Technology and Intellectual Property Rights therein, business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information (except for Customer Data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 9, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

9.2 Notwithstanding, 3n acknowledges that Customer is subject to the California Public Records Act (the "Act") and that some or all of the Confidential Information provided by 3n may be disclosable thereunder. In the event a public records act request for 3n's Confidential Information is received, Customer shall use its best efforts to provide 3n with written or verbal notice of such request, prior to compliance. However, nothing herein shall prevent Customer from complying with the requirements of the Act. In the event Customer determines that any documents containing 3n's information are not disclosable, and litigation is commenced to compel production of such documents, 3n agrees to defend and indemnify Customer, with counsel of Customer's choice, as to any claims, liabilities, costs, and/or judgments that may be incurred by Customer as a result of such litigation. The provisions of this section shall survive the expiration or termination of this Agreement for any reason.

10. WARRANTIES & DISCLAIMERS.

10.1 **3n Warranties.** 3n represents and warrants that (i) it has the legal power to enter into this Agreement; (ii) the Service will perform substantially in accordance with 3n's marketing materials and system documentation provided to or made available to Customer; and (iii) it owns or otherwise has sufficient rights to the Service and the 3n Technology to grant the rights and licenses granted herein. The warranties provided in this Section 10.1 are solely for the benefit of Customer and Customer has no authority to extend these warranties to any third party. 3n is not liable for failures to meet its obligations hereunder to the extent caused by hardware and software not owned or operated by 3n (including Customer's own systems and professional services) or Customer's or a User's misuse of the Service.

10.2 **Customer Warranties.** Customer represents and warrants that it has the legal power to enter into this Agreement and shall perform the responsibilities required by it pursuant to Section 3.2. By purchasing the Service, Customer authorizes 3n to collect, store and process Customer Data subject to the terms of this Agreement. Customer shall ensure that, during use of the Service, Customer shall have a privacy policy that clearly and conspicuously notifies the Members of the way in which Customer Data shall be used. Customer represents and warrants that the collection, storage and processing of such Customer Data, and the use of the Service, as provided in this Agreement, will at all times comply with (i) its own policies regarding privacy and protection of user information; and (ii) all Applicable Laws, including those related to processing, storage, use, reuse, disclosure, security, protection and handling of Customer Data.

11. **PROFESSIONAL SERVICES.** 3n may provide professional services to Customer from time to time. Such professional services shall, unless otherwise expressly therein set forth, be provided in accordance with, and subject to, the provisions hereof and set forth in a separate Statement of Work ("SOW"), which shall be signed by both Parties. Notwithstanding, no additional professional services may be performed without the issuance of a valid purchase order against which the additional professional services may be invoiced.

12. INDEMNIFICATION.

12.1 **By Customer.** Customer shall defend, indemnify and hold 3n harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with any claims, suits or proceedings ("Claims") arising as a result of a breach of this Agreement.

12.2 **By 3n.** 3n shall defend, indemnify and hold Customer harmless from and against any Claim against Customer, but only to the extent it is based on a Claim that the Service directly infringes an issued patent or other intellectual property right of a country in which the Service is actually provided to Customer. If the Service is held to infringe and the use enjoined, 3n shall have the option, at its own expense, to procure for Customer the right to continue using the Service; or replace same with a noninfringing service; or modify such Service so that it becomes non-infringing. 3n shall have no liability for any infringement of patents, copyrights, or other intellectual property rights resulting from Customer content, use of the Service other than as specified in relevant 3n documentation, or use of the Service with products or services not supplied by 3n. 3n's indemnification obligations hereunder shall not apply to the extent that any warranty claim or demand for indemnification arises as a result of or is caused by (i) any unauthorized use, reproduction, or distribution of the Service or Software; (ii) any use of the Service or Software in combination with other products, equipment, software, or data not supplied by 3n; (iii) any use, reproduction, or distribution of any release of the Service or Software other than the most current release made available to Customer, or (iv) any modification of the Service or Software by any person other than 3n.

13. **LIMITATION OF LIABILITY.** In no event shall either Party have any liability to the other Party for any loss of use, interruption of business, or any lost profits, loss of use, costs of procurement of substitute goods or services, or for any indirect, special, incidental, punitive, or consequential damages however caused and, whether in contract, tort or under any other theory of liability, whether or not the party has been advised of the possibility of such damage. Notwithstanding anything in this Agreement to the contrary, except for death or serious bodily injury, in no event shall 3n's aggregate liability, however arising out of or related to this Agreement, whether in contract, tort or under any other theory of liability, exceed amounts actually paid by Customer to 3n hereunder during the 12 month period prior to the event giving rise to any liability of 3n as contemplated by this Agreement, to the extent allowed by law.

14. MISCELLANEOUS.

14.1 **Non-Solicitation And Non-Interference.** As additional protection for 3n's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Customer agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of 3n.

14.2 Waiver; Severability. The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement, or any rights in respect thereof, or the exercise of or failure to exercise by either Party any rights or any of its elections herein provided, shall in no way be considered to be a waiver of such provisions, terms, rights or elections or in any way to affect the validity of this Agreement. If any of the provisions of this Agreement, or portion thereof, are held invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of this Agreement. In such event, the Parties shall negotiate, in good faith, a substitute, enforceable provision which most nearly affects their original intent in entering into this Agreement.

14.3 Assignment. Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned (including an assignment by operation of law), or otherwise transferred, in whole or in part, by Customer, and any such attempted assignment shall be void and of no effect without the advance written consent of 3n, such consent not to be unreasonably withheld.

14.4 Governing Law; Attorney's Fees. This Agreement shall be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules. The state and federal courts located in Los Angeles County, California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each Party hereby consents to the exclusive jurisdiction of such courts. If either Party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs.

No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

Survival. Sections 1, 3, 4, 5, 6, and Sections 7 through 14 shall survive the expiration or earlier termination of this Agreement.

EXHIBIT B-1
RATES OF PAYMENT
(CONSULTANT'S QUOTE)

EXHIBIT B-1

RATES OF PAYMENT

	<h2 style="margin: 0;">QUOTE - National Notification Network</h2>	Exhibit A
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Prepared for:
 Anne Marie Lunsman
City of Beverly Hills
 Office of the City Clerk, Room 190 455 N
 Beverly Hills, CA 90210

 alunsman@beverlyhills.org
 (310) 280-2695

Date: Oct 25, 2007
Quote Number: NWNQ3313
Quote Valid Until: Dec 12, 2007

Payment Terms: NET 30
Contract Period: 3 Years

Description	Qty	List Price	Multi-Year	Ext. Price
One Time Fees:				
Initial Set up Fee for InstaCom GIS - (up to 30,000 Household and Business Locations)	1	\$9,999.00		\$9,999.00
Initial Set up Fee for InstaCom First Responders/EOC & City Staff	1	\$1,995.00	100 %	
Annual Fees:				
InstaCom GIS - (up to 30,000 Household and Businesses Locations)	1	\$19,999.00		\$19,999.00
InstaCom Ultra - First Responders/EOC & City Staff - (Up to 1,000 Members)	1	\$9,995.00		\$9,995.00
Plan Inclusions:				
Voice Minutes		Unlimited		
Email or Text Message via SMTP		Unlimited		
Administrators		Unlimited		
Live Operator Access		5		
One Day of On-Site Training and Two Web-Based Training Sessions		3		
Citizen Alert Opt-in/Opt-out Page (a link on the cities website to capture additional citizen contact information i.e. cell phone, email, SMS etc...)		1		

Based on the above quote, annual payments are as follows:	Year 1:	\$39,993.00
	Year 2:	\$29,994.00
	Year 3:	\$29,994.00
	3 Year Total:	\$99,981.00

NATIONAL NOTIFICATION NETWORK 505 North Brand Blvd. - Suite 780 - Glendale, CA 91203 Phone: (818) 230-9700 - Fax: (818) 513-7040 - Email:	AE - IKEENE
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EXHIBIT B-2

SCHEDULE OF PAYMENT

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

Year -1 Payment Milestones	Percentage	Amount of Payment
Upon Execution of Agreement:	20%	\$ 7,998.60
Upon Completion of Installation/Configuration	30%	\$11,997.90
Upon Acceptance	30%	\$11,997.90
Upon Completion of Training	20%	\$ 7998.60
	100.00%	\$39,993.00

**Year 2 and subsequent years the Agreement remains in effect shall be due annually in advance
\$29,994.00 per year**

**Contingency Services-City shall pay for such contingency services as mutually agreed upon by
the parties in writing as described in Exhibit A.**

Total not to exceed \$45,000 per year

EXHIBIT C

SERVICE LEVEL AGREEMENT

3n Standard Service Level Agreement

Section I – 3n Service, reliability, and scalability

3n provides a high performance, scalable, and reliable system that meets even the most demanding customer's needs. The 3n system will have a monthly broadcast availability¹ of 99.99% or greater. 3n has developed a proprietary system algorithm that allows real-time call prioritization, providing optimal service to customers at all subscribed service levels over 3n's 'active-active' network².

¹Broadcast Availability - is defined as the ability to access the 3n system in conjunction with the ability to send a notification to one or more contact paths per member, excluding system maintenance windows. 3n measures the amount of time between when an emergency notification job is submitted and when notification attempts to each member's 1st contact path have been completed.

²Subscribed Service Levels – 3n uses a proprietary Intelligent Message Service Prioritization (IMSP) algorithm to ensure optimal delivery of emergency messages for all customers at all subscribed service levels

Section IA – Service Delivery

InstaCom: Minimum Delivery Times: 3n will make a minimum number of notification attempts to the 1st contact path (average 30 second call/500 Characters per text message) as noted in the Table below. Minimum number of Voice Notification Attempts

As of May 2007

Time Duration	Notification Attempts
5 Minutes	1,000
15 Minutes	6,000
60 Minutes	40,000

Minimum number of SMS Messages Via SMPP or SMTP

Time Duration	Notification Attempts
5 Minutes	1,000
15 Minutes	6,000
60 Minutes	40,000

Minimum number of non-SMS text messages

Time Duration	Notification Attempts
5 Minutes	2,000
15 Minutes	12,000
60 Minutes	60,000

Section II - Published Maintenance Windows

Active-Active Reduces Downtime: 3n's active-active architecture provides the greatest level of reliability and requires the least number of customer impacting maintenance windows per year for any notification solution on the market. This translates into the highest uptime level in the industry. Scheduled maintenance is usually performed without service interruption. 3n may periodically conduct routine maintenance or implement upgrades to the System between the hours of 8 PM and 1 AM Pacific Standard Time during weekdays and from Saturday at 5 PM Pacific Standard Time to Sunday noon Pacific Standard Time. We will not schedule maintenance windows for more than one period per week and, only when necessary, system downtime will last between a few minutes to less than one hour in duration.

Section III - Customer Support

3n has built a dedicated team of experienced, patient, and capable customer service professionals to assist our customers with answering their questions about the 3n service, customer usage, and to address specific system maintenance issues. 3n also provides an emergency hotline for assisting customers in case the system is unavailable.

Customer Support Desk

The 3n Customer Support Desk is available 7 days a week, 365 days a year by dialing 3n's toll-free number (866-436-4911).

Email Support

Email support is available between the hours of 7:00 am and 6:00 pm Pacific Standard Time. Customers may send their question to email support at support@3nonline.com. E-mails are responded to within one business day, Monday – Friday in the order received.

On-line Help

3n has created a robust repository of information about the 3n system and its usage, available 24/7/365 on the 3n website, www.3nonline.com. This repository includes:

- o Comprehensive user documentation
- o Comprehensive system documentation
- o FAQ's

Live Operator Access

Customers may access 3n's Live Operator to send notifications 24 hours a day, 7 days a week, 365 days a year.



CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:
NAMED INSURED COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

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

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

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

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

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

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

DATE: _____

BY: _____
Authorized Insurance Representative

AGENCY: _____

TITLE: _____
 ADDRESS _____

Enterprise Enrollment

State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>		Proposal ID	
Previous Enrollment number <i>(Reseller to complete)</i>	5014197	Earliest expiring previous Enrollment end date ¹	5/31/2008

¹ If consolidating from multiple previous Enrollments with Software Assurance, complete the multiple previous Enrollment form and attach it to this Enrollment. Enterprise Products can only be renewed from a Qualifying Enrollment. Additional Products can be renewed from any previous Enrollment with Software Assurance.

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as of the effective date identified in the signature form.

This Enrollment consists of (1) this document, (2) the terms of the Enterprise Agreement identified on the signature form, and (3) any supplemental contact information form or multiple previous enrollment form that may be required. If Customer's Enterprise Agreement is a version 6.4 or earlier, the Desktop Terms and Conditions are incorporated by reference.

All terms used but not defined are located at <http://microsoft.com/licensing/contracts>. In the event of any conflict the terms of this agreement control.

Effective date. If Customer is renewing Software Assurance from one or more previous Qualifying Enrollments, then the effective date will be the day after the first enrollment expires. Otherwise the effective date will be the date this Enrollment is accepted by Microsoft.

If renewing Software Assurance, the Reseller will need to insert the previous Enrollment number and end date in the respective boxes above.

Term. This Enrollment will expire 36 full calendar months from the effective date. It could be terminated earlier or renewed as provided in the Microsoft Enterprise Agreement. Microsoft will advise Customer of the renewal options before it expires.

Product order. The Reseller will provide Customer with Customer's Product pricing and order. Prices and billing terms for all Products ordered will be determined by agreement between Customer and the Reseller. The Reseller will provide Microsoft with the order separately from this Enrollment.

Qualifying systems licenses. All desktop operating system Licenses provided under this program are upgrade Licenses. *No full operating system Licenses are available under this program.* If Customer selects the Desktop Platform or the Windows Desktop Operating System Upgrade & Software Assurance, all Qualified Desktops on which the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product List at <http://microsoft.com/licensing/contract>. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of the order. That list is more extensive at the time of the initial order than it is for some subsequent true-ups and system refreshes during the term of this Enrollment.

For example, Windows XP Home Edition or successor Products are not qualifying operating systems.

1. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Customer consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <http://licensing.microsoft.com>.

- a. **Primary contact information:** The Customer of this Enrollment must identify an individual from inside its organization to serve as the primary contact. This contact is the default administrator for this Enrollment and receives all notices unless Microsoft is provided written notice of a change. The administrator may appoint other administrators and grant others access to online information.

Name of entity (must be legal entity name)* City of Beverly Hills
Contact name* First Nicole Last McClinton
Contact email* nmccclinton@beverlyhills.org
Street address* 455 N. Rexford Drive
City* Beverly Hills State/Province* CA Postal code* 90210
Country* USA
Phone* 310-285-2597 Fax 310-246-1567
Tax ID (if applicable)

- b. **Notices and online access contact information:** This will designate a notices and online access contact different than the primary contact. This contact will replace the default administrator (primary contact) for this Enrollment and receive all notices. This contact may appoint other administrators and grant others access to online information.

Same as primary contact

Name of entity (must be legal entity name)*
Contact name* First Last
Contact email*
Street address*
City* State/Province* Postal code*
Country*
Phone* Fax

This contact is a third party (not the Customer). Warning: This contact receives personally identifiable information of the Customer.

- c. **Language preference:** Select the language for notices. English
- d. **Microsoft account manager:** Provide the Microsoft account manager contact for this Customer.

Microsoft account manager name: Debra Jacobson
Microsoft account manager email address: debraj@microsoft.com

- e. If Customer requires a separate contact for any of the following, attach the Supplemental Contact Information form. Otherwise, the notices contact remains the default.

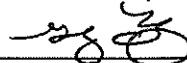
- Duplicate electronic contractual notices contact
- Software Assurance benefits contact
- MSDN contact
- Online Services administrator

- f. This Enrollment is financed through MS financing Yes, No.

g. **Reseller information**

Reseller company name* CompuCom Systems, Inc.
Street address (PO boxes will not be accepted)* 7171 Forest Lane
City and State / Province and postal code* Dallas, TX 75230
Country* USA
Contact name * Greg Landry
Phone* 972-856-5520
Fax 972-856-1110
Email address* glandry@compucom.com

The undersigned confirms that the information is correct.

Name of Reseller* CompuCom Systems, Inc.
Signature* 
Printed name* Greg Landry
Printed title* Microsoft BDM
Date* 4/3/08

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with one another, Customer must choose a replacement. If Customer intends to change the Reseller, it must notify Microsoft and the former Reseller, in writing on a form provided at least 30 days prior to the date on which the change is to take effect. The change will take effect 30 days from the date of Customer's signature.

2. Defining your Enterprise.

Use this section to identify which Affiliates are included in the Enterprise. Customer's Enterprise must consist of entire government agencies, departments or legal jurisdictions, not partial government agencies, departments, or legal jurisdictions. (Check only one box in this section.)

- Customer and all Affiliates are included (including new Affiliates acquired in the future)
- Customer and all Affiliates are included (*excluding* new Affiliates acquired in the future)
- Customer and the following Affiliates only are included

The following Affiliates are excluded

3. Selecting the language option.

Select the option for the languages in which Customer will run the Products licensed under this Enrollment. The options are identified below and their corresponding languages are identified at <http://microsoft.com/licensing/contracts>.

Check one box

- Listed Languages
- All Languages

4. Establishing Customer price level.

The price level indicated in this section will be the price level for the initial Enrollment term for all Enterprise Products ordered and for any Additional Products in the same pool(s). The price level for any other Additional Products will be level "D".

Qualified Desktops: Customer represents that the total number of Qualified Desktops in its Enterprise is, or will be increased to, this number during the initial term of this Enrollment (This number must be equal to at least 250 desktops).	700
Qualified Users: Customer represents that the total number of Qualified Users in its Enterprise is, or will be increased to, this number during the initial term of this Enrollment (This number must be equal to at least 250 users).	

Number of desktops/ users	Price level
250 to 2,399	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Price level (for pools in which Customer orders an Enterprise Product):	Qualified Desktop	Qualified User
	D	D

Price level (for pools in which Customer does not order an Enterprise Product):	Price level "D"
--	------------------------

5. Enterprise Product orders.

Customer must select a desktop platform or any individual Enterprise Product before it can order Additional Products. The Office Product selection may be split between "professional plus" and "enterprise" editions within the Enterprise. The CAL selection must be the same across the Enterprise. The components of the current versions of any Enterprise Product are identified in the Product List.

Platform Product Selection (Select one)		
Professional Desktop	Enterprise Desktop	Custom Desktop
<input checked="" type="checkbox"/> Windows Desktop Operating System Upgrade Office Professional Plus Core CAL Desktop	<input type="checkbox"/> Windows Desktop Operating System Upgrade Office Enterprise Enterprise CAL <Select>	<input type="checkbox"/> Windows Desktop Operating System Upgrade <Select One or Both> <Select One> <Select>

Individual Enterprise Product Component Selection		
<input type="checkbox"/>	Windows Desktop Operating System Upgrade	
<input type="checkbox"/>	<Select One or Both>	
<input type="checkbox"/>	<Select One>	<Select>

Unless stated/indicated otherwise, Microsoft will invoice Customer's Reseller in 3 equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and thereafter on the anniversary of the Enrollment. All subsequent new Additional Products and true-ups are billed in full.

Enterprise Signature Form

State and Local

Master Agreement number or Enrollment number*

01E62044

Agreement Public Customer Number*

SGN-

Proposal ID

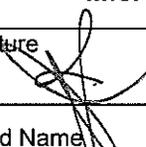
Microsoft to complete if applicable

***Note:** Enter the applicable active numbers associated with the below documents. Microsoft requires the associated active number be indicated here, or listed below as new.

This signature form sets out the documents entered into under this signature form and together along with the terms and conditions contained therein are part of the contract(s) identified above. This program signature form and all attachments identified are entered into between the Customer and Microsoft Affiliate signing, as of the effective date identified below.

Document Description	Document Number or Code
Enterprise Enrollment	X20-00091
<Choose One>	Document Number or Code
<Choose One>	Document Number or Code
<Choose One>	Document Number or Code
Media Election Form	none
Supplemental EA Terms & Conditions	none
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

Representations and warranties. By signing below, Customer attests they have received copies of the contract document(s) listed above, and the parties agree to be bound by the terms of the contract(s) and document(s) identified above, and Customer represents and warrants that (1) Customer has read and understands the terms therein, including all documents it incorporates by reference and any amendments to those document(s) and (2) agrees to be bound by those terms.

Customer	Contracting Microsoft Affiliate
Name of Entity * City of Beverly Hills	Microsoft Licensing, GP
Signature *	Signature 
Printed Name * Barry Brucker	Printed Name Joylene Hill
Printed Title * Mayor of the City of Beverly Hills	Printed Title Contract Administrator
Signature Date *	Signature Date (date Microsoft Affiliate countersigns) APR 01 2008
Tax ID	Effective Date (may be different than Microsoft's signature date)

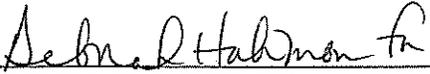
* indicates required field

Microsoft Licensing, GP Agreement – continued City signatures

ATTEST:

BYRON POPE
City Clerk

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD
City Manager



KARL KIRKMAN
Risk Manager



DAVID SCHIRMER
Chief Information Officer

Optional 2nd Customer signature or Outsourcer Signature (if applicable)

<i>Customer</i>	<i>Outsourcer</i>
Name of Entity *	Name of Entity *
Signature * _____	Signature * _____
Printed Name *	Printed Name * <i>N/A</i>
Printed Title *	Printed Title *
Signature Date *	Signature Date *

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form. If no media form is included, no physical media will be sent.

After this signature form is signed by the Customer, send it, along with completed documents, to Customer's channel partner or Microsoft account manager who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Licensing, GP
 Dept. 551, Volume Licensing
 6100 Neil Road, Suite 210
 Reno, Nevada USA 89511-1137

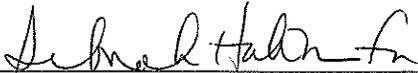
Prepared By: _____

Microsoft Licensing, GP Agreement – continued City signatures

ATTEST:

BYRON POPE
City Clerk

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD
City Manager



KARL KIRKMAN
Risk Manager



DAVID SCHIRMER
Chief Information Officer

Enterprise and Enterprise Subscription

Media Election Form

Entity name* City of Beverly Hills (must be same as Enrollment primary contact)

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Integrator, Institution, or other party entering into a volume licensing program agreement.

This form identifies entity's software comprehensive and subscription kit preferences. All software for this program is available for download at <https://licensing.microsoft.com> under fulfillment guide. Entity may choose to receive physical media delivery in addition to this download facility, if required. Terms used but not defined in this form have the meanings given to them in entity's Enrollment.

The comprehensive kit delivery address information identifies the delivery location. A comprehensive kit is not shipped to renewing entities. Microsoft reserves the right to discontinue media shipments or charge for them in the future.

All CD/DVD-ROM subscriptions and licenses that Microsoft provides (if any) under this enrollment are delivered on a DDU (INCOTERMS 2000) port of entry in entity country basis. Entity is solely responsible for compliance with all associated costs and procedures, including customs and import requirements, and for paying all customs duties, import value added taxes, and other governmental fees and taxes, applicable to the importation of all such CD/DVD-ROM subscriptions and licenses and all accompanying documentation into entity's country, as well as any and all loading, downloading, transportation and mobilization costs. Microsoft may, at its sole discretion, act in entity's name and behalf, in any given shipment, to carry out and bear the costs related to the customs formalities. In any event, after any such CD/DVD-ROM subscriptions and licenses reach the port of entry in entity's country, (1) Microsoft has completed its delivery obligations with respect to such merchandise, and (2) all risk of delay, loss, apprehension or seizure of or damage to the CD/DVD-ROM subscriptions and licenses, including the carrier medium and related documentation, will be transferred from Microsoft to entity.

The charges for Licenses and any purchase of media may be subject to sales taxes based upon where delivery occurs. If entity is exempt from sales taxes in the delivery location, please provide the applicable sales tax exemption documentation with entity's Enrollment.

MEDIA DELIVERY ADDRESS

Same as notices contact in the Enrollment

Name of entity*

Contact name: First* Last*

Contact email address (required for online access)*

Street address (no PO boxes accepted)*

City* State/Province* Postal code*

County Country*

Phone* Fax

In City Limits Estimated Tax Rate

If entity chooses below to receive media in addition to the software download option available at <https://licensing.microsoft.com>, entity's selected media preference will be noted in Microsoft's systems so entity may automatically receive that media preference. Please note that DVD kits will include DVDs if available. If media is not available on DVDs, then CDs will be provided. Likewise, CD kits will include CDs if available; if CDs are not available, DVDs will be included.

What is entity's media preference? DVD

Does entity request a comprehensive kit? (This option does not apply to renewing entities) No

Does entity request subscription updates? Yes

Media election form (continued)

For each language and group entity chooses to receive, mark the corresponding box with an X		
Language	Enterprise Kit	Mapping Kit *
English	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
English/Multi-Language	<input type="checkbox"/>	
Arabic	<input type="checkbox"/>	
Brazilian Portuguese	<input type="checkbox"/>	
Bulgarian	<input type="checkbox"/>	
Chinese Simplified	<input type="checkbox"/>	
Chinese Traditional	<input type="checkbox"/>	
Chinese Traditional Hong Kong/Pan-Chinese	<input type="checkbox"/>	
Croatian	<input type="checkbox"/>	
Czech	<input type="checkbox"/>	
Danish	<input type="checkbox"/>	
Dutch	<input type="checkbox"/>	
Estonian	<input type="checkbox"/>	
Finnish	<input type="checkbox"/>	
French	<input type="checkbox"/>	<input type="checkbox"/>
German	<input type="checkbox"/>	<input type="checkbox"/>
Greek	<input type="checkbox"/>	
Hebrew	<input type="checkbox"/>	
Hungarian	<input type="checkbox"/>	
Indic	<input type="checkbox"/>	
Italian	<input type="checkbox"/>	<input type="checkbox"/>
Japanese	<input type="checkbox"/>	
Korean	<input type="checkbox"/>	
Latvian	<input type="checkbox"/>	
Lithuanian	<input type="checkbox"/>	
Norwegian	<input type="checkbox"/>	
Polish	<input type="checkbox"/>	
Portuguese	<input type="checkbox"/>	
Romanian	<input type="checkbox"/>	
Russian	<input type="checkbox"/>	
Serbian Latin	<input type="checkbox"/>	
Slovak	<input type="checkbox"/>	
Slovenian	<input type="checkbox"/>	
Spanish	<input type="checkbox"/>	<input type="checkbox"/>
Swedish	<input type="checkbox"/>	
Thai	<input type="checkbox"/>	
Turkish	<input type="checkbox"/>	
Ukrainian	<input type="checkbox"/>	
* Mapping Kit is not available for use in or shipment to China, India, Hong Kong SAR, Macau SAR, Morocco, Pakistan, Taiwan, and Turkey.		
= Not Available		

Enterprise Enrollment State and Local Supplemental Enterprise Agreement Terms and Conditions

The following terms are required to update and supplement your license agreement to make it consistent with the current version of the Enterprise Agreement program and to allow for additional features and benefits which may or not have been available on the effective date of your license agreement.

For example, these terms address the following:

- your option to license some Client Access Licenses ("CALs") on a per user basis ("user-based CALs"), rather than on a per device basis, and some rights and obligations associated with user-based CALs;
- terms relating to ordering and use of online services;
- your right to order "step-up" licenses; and
- your ability, in some jurisdictions, to arrange for customized payment terms.

These terms and conditions amend your license agreement as it applies to this enrollment and any subsequent enrollments you or an enrolled affiliate enters into under it. It does not affect any prior enrollment already in existence. In the case of any conflict between these terms and conditions and the terms and conditions of your license agreement, these terms control.

1. Definitions.

If your license agreement does not already include a definition for "qualified users," the following definition of "qualified users" is added. In addition, if any references appear in your license agreement to the "Core User CAL" or "Core CAL," those references will be deemed to refer to any user-based CALs.

"qualified user" means a person who receives online services or who accesses any per-CAL server software licensed within the enrolled affiliate's enterprise. It does not include a person who accesses the software under an External Connector License. It also does not include a person who accesses the software in some other way that does not require a Client Access License ("CAL").

2. Terms relating to user-based CALs.

- a. **Price levels where user-based CALs are ordered.** When user-based CALs are ordered as an enterprise product, other than as part of the "platform," the price level for any enterprise products or additional products ordered from the systems pool will be set based on the enrolled affiliate's initial number of qualified users, rather than its initial number of qualified desktops.

Similarly, upon any renewal, if user-based CALs are renewed, other than as part of the "platform," the renewal price level for the systems pool will be reset based on the number of the enrolled affiliate's qualified users at the time of renewal, rather than its number of qualified desktops.

- b. **True-ups and update statements where user-based CALs are ordered.** The section of your license agreement that addresses the obligation to place true-up orders and submit update statements is hereby modified to require that, where user-based CALs are ordered as an enterprise product, the enrolled affiliate must determine the number of qualified users in its enterprise and, where that number has increased, submit a true-up order for L&SA for its user-based CALs covering those additional qualified users. If the number of qualified users has not increased, the enrolled affiliate must confirm this fact on its update statement.

Although annual true-up or update statements must be submitted within 60 days prior to or 15 days following the anniversary to meet the true-up requirement, an enrolled affiliate may also true-up more frequently at any time during the term of the enrollment.

Our commitment to work with the enrolled affiliate in good faith to accommodate changes in the number of its *qualified desktops* by more than ten percent as a result of mergers, acquisitions or divestitures will also apply, if user-based CALs are ordered as an enterprise product, in cases where the number of its *qualified users* changes by more than ten percent.

- c. **License grant for user-based CALs.** The following clarifications are made to the section of your license agreement titled "License grant — what your enrolled affiliates are licensed to run," to account for user-based CALs:

For CALs, your license grant is as follows: during the term, each qualified desktop (if device-based CALs have been ordered) or qualified user (if user-based CALs have been ordered) covered by the enrollment may access and use the associated server software.

Regarding the number of perpetual licenses received for user-based CALs: When user-based CALs have been ordered as an enterprise product, and once the enrolled affiliate qualifies for perpetual licenses, the number of the enrolled affiliate's perpetual licenses for such CALs will be equal to the number of qualified users covered by the enrollment, rather than the number of qualified desktops.

- d. **Placing renewal orders for user-based CALs.** Upon renewal of an enrollment, if user-based CALs were ordered as an enterprise product, the renewal order must include Software Assurance for such user-based CALs for the number of qualified users covered by the enrollment as of the date of renewal.

At renewal, where applicable, the enrolled affiliate can elect to exchange user-based CALs for device-based CALs or vice versa. In that event, the enrolled affiliate's renewal order must include L&SA for the number of qualified users or qualified desktops in excess of its current count. See the Product List for more information.

3. Online services.

The terms and conditions of your license agreement apply to online services subscriptions throughout the entire term of the subscription except as provided in your license agreement and in the Product List at <http://microsoft.com/licensing/contracts>. Online services are provided as subscription services and may carry terms that are independent of the agreement terms. Billing terms for online services subscriptions may also differ from the terms of this agreement. Online services are not perpetual under any circumstances. Except where online services are provided as part of other Licenses, true-ups do not apply to online services.

4. Right to order "step-up" Licenses.

If an already ordered product has multiple editions, an enrolled affiliate may migrate to the higher edition by ordering the applicable step-up. If step up details are included in an initial enrollment order, then the enrolled affiliate may step-up in accordance with the true-up process. If the step-up details are not included in the initial enrollment order, the enrolled affiliate may step-up by placing an order in the month the step-up is first run in accordance with the process set out for adding new additional products not previously ordered.

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND TV PRO GEAR, INC. FOR A NEW TELEVISION AND
VIDEO PRODUCTION CONTROL AND DELIVERY SYSTEM,
AND RELATED SERVICES

NAME OF CONSULTANT: TV Pro Gear, Inc.

RESPONSIBLE PRINCIPAL
OF CONSULTANT: Vince Castell, Sales Representative

CONSULTANT'S ADDRESS: 1630 Flower Street
Glendale, CA 91201

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

COMMENCEMENT DATE: Upon Written Notice to Proceed

TERMINATION DATE: Upon Satisfactory Completion of all Services

CONSIDERATION: Not to exceed \$385,000, including applicable
taxes and contingency funds, as more fully
described in Exhibits B-1 and B-2

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND TV PRO GEAR, INC. FOR A NEW TELEVISION AND
VIDEO PRODUCTION CONTROL AND DELIVERY SYSTEM,
AND RELATED SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "City"), and TV Pro Gear, Inc., (hereinafter called "Consultant").

RECITALS

A. City circulated a Request for Proposals dated January 25, 2008 (the "RFP") seeking bids for a new television and video production control and delivery system, and related services. Consultant submitted a proposal dated February 26, 2008 (the "Proposal") in response to the RFP. The RFP and the Proposal are incorporated herein by this reference and made part of this Agreement to the extent the terms contained therein are consistent with the terms set forth in this Agreement.

B. City desires a new Television and Video Production Control and Delivery System (the "System"), including all hardware, software, equipment, and services provided (the "Services") as set forth in Exhibit A-1 ("Scope of Services"), Exhibit A-2 ("System Drawings"), and Exhibit A-3 ("Equipment List"), attached hereto and incorporated herein by this reference, and in the RFP and the Proposal.

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

D. City desires to retain Consultant and Consultant desires to provide the System and Services in accordance with the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

Section 1. Consultant's Services. Consultant shall provide the System and the Services as more particularly described in Exhibits A-1, A-2, and A-3, the RFP, and the Proposal, 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. This Agreement shall commence upon receipt of a written notice to proceed, and shall continue performance until the Services are complete to City's full satisfaction, unless sooner terminated pursuant to Section 13 of this Agreement.

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

incorporated herein by this reference. Said Consideration shall constitute reimbursement of Consultant's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). City shall pay Consultant said Consideration in accordance with the schedule of payment set forth in Exhibit B-2, attached hereto and incorporated herein by this reference.

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

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

Section 6. Party Representatives.

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

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

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

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

Section 9. Insurance.

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

(b) Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of 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) 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 on Exhibit C, attached hereto and incorporated herein, or satisfactory to the City Attorney and Risk Manager, showing that the aforesaid policies are in effect in the required amounts. Consultant shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates.

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

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

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

Section 10. Indemnification. Consultant shall indemnify, hold harmless and defend the 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, attorney's 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. Intellectual Property Warranty and Indemnification.

(a) Consultant hereby grants to City a non-exclusive license to use the hardware, software and equipment provided under this Agreement and warrants that it has the full power and authority to grant the license to City and that the license to and use by the City of the hardware, software and equipment will in no way constitute an infringement or other violation of any copyright, trade secret, trademark, patent or other proprietary right of any third party.

(b) Consultant agrees to indemnify, hold harmless and defend City, the City Council and each member thereof, every officer, employee and agent of City, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from or related to any claim that use of the technology provided by Consultant infringes upon any copyright, trade secret, trademark, patent or other proprietary or intellectual property right of any third party. Consultant shall, at its sole expense, defend and settle all suits or proceedings arising out of the foregoing, provided that City gives Consultant prompt notice of such claim of which it learns. In all events, City shall have the right, but not the obligation, to participate at its own expense in the defense of any such suit or proceeding through counsel of its own choosing. This indemnity provision shall survive termination of this Agreement.

Section 12. Additional Warranties.

(a) Software / User Licenses and Fees. Consultant warrants that it shall acquire as the agent for City all required user licenses and pay all required fees for those licenses for a period of not less than one (1) year. Consultant shall supply the Information Technology Department all documentation of those licenses.

(b) Consultant warrants that the Services provided pursuant to this Agreement shall be free from defects in workmanship for a period of one (1) year from the date of acceptance of the System. Warranty service for any defective Services shall be handled in a reasonable and timely manner.

(c) Manufacturer's equipment warranties are as specified in Exhibit A-3 ("Equipment List"). Where not specified, Manufacturer's warranties may be of varying lengths (usually 90 days to one (1) year). Consultant shall warranty the equipment provided pursuant to this Agreement for the term established by the manufacturer on a depot basis only.

(d) Consultant warrants that all hardware and equipment provided under this Agreement is new, and not used or refurbished.

(e) These warranties do not extend to, and excludes remedy for, damage or defect caused by abuse, modifications not executed by Consultant, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

(f) Consultant shall not be liable for costs incurred by City in repairing or replacing the System or any component thereof without Consultant's prior written consent.

(g) All warranties shall commence on the date of acceptance of the System.

(h) Consultant warrants that the hardware, software and equipment shall perform in accordance with the manufacturers' published specifications.

Section 13. Termination.

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

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

Section 14. 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 15. Non-Disclosure.

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

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

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

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

Section 16. Notice. Any notice required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth above or to such other addresses as the parties may designate in writing. Notification by Consultant to City of outages shall be governed by the terms in Section 12(d) above.

Section 17. Precedence. Documents referenced as exhibits in this Agreement, the RFP and the Proposal are incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement, and the Exhibits, the RFP and/or the Proposal, the order of precedence shall be the Agreement terms, the Exhibits, the RFP, and the Proposal.

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

Section 22. No Third Party Beneficiaries. This Agreement and the obligations hereunder are not intended to benefit any party other than CITY and CONSULTANT, except as expressly provided otherwise herein. No entity not a signatory to this Agreement shall have any rights or causes of action against any party to this Agreement as a result of that party's performance or non-performance under this Agreement, except as expressly provided otherwise herein.

EXECUTED the ____ day of _____, 200__.

CITY OF BEVERLY HILLS
A Municipal Corporation

BARRY BRUCKER
Mayor of the City of Beverly Hills

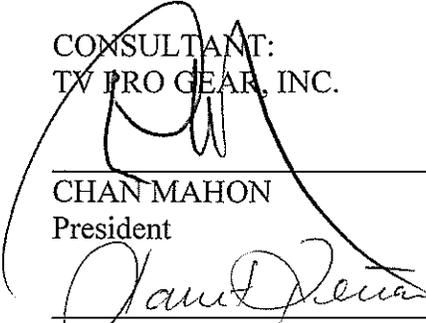
[Signatures continue]

ATTEST:

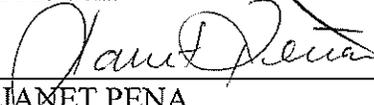
BYRON POPE
City Clerk

(SEAL)

CONSULTANT:
TV PRO GEAR, INC.



CHAN MAHON
President



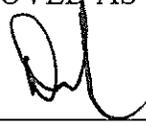
JANET PENA
Chief Financial Officer

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



DAVID SCHIRMER
Chief Information Officer



KARL KIRKMAN
Risk Manager

EXHIBIT A-1

SCOPE OF SERVICES

Consultant shall provide City with a comprehensive Television and Video Production Control and Delivery System (the "System"), including all hardware, software, equipment, services, labor, materials, supplies, training and support (the "Services") to ensure a fully functional System as requested in the RFP, and as identified and detailed below.

TASK 1 - PROJECT MANAGEMENT

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

- (a) Serves as liaison between City representatives and Consultant,
- (b) Schedules and conducts conference calls and meetings with key City representatives as needed,
- (c) Conducts requirements analyses,
- (d) Ensures implementation schedule is maintained and accurate, including completion of all tasks and deliverables,
- (e) Provides all necessary documentation,
- (f) Manages Consultant's technical personnel and ensures uninterrupted service delivery to the City,
- (g) Resolves any conflicts during the course of the project, and
- (h) Provides weekly status reports to City staff.

Task 1 - Deliverables:

Project Plan: Consultant shall provide City with a Project Plan detailing the timeline, drop dead dates, resource allocation and project milestones.

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

TASK 2 – PRE-INSTALLATION & PRE-CONFIGURATION

The purpose of this Task is to identify all pre-installation items to ensure successful completion of the project, including identification of all hardware, software, and equipment that needs to be ordered, and identification of any pre-installation cabling, set-up, and/or scheduling that needs to

be completed. Consultant shall complete pre-installation and pre-configuration items at Consultant's site to ensure the following:

- (a) Completion of cabling, wiring and configuration of system's camera components, video switching components, video processing components and video monitoring components.
- (b) Verification of video recordings from each of the four video cameras through the video switcher to the video server, DV Cam recorders and DVD recorder.
- (c) Verification of operation for each of the 4 camera components with each of the 4 camera pan/tilt heads.
- (d) Verification of video monitoring from each of the four video cameras, program video switcher, and video server.

Task 2 – Deliverable:

Pre-Installation Status Report: Status report and documentation showing completion of the pre-installation and pre-configuration criteria.

TASK 3 – INSTALLATION, CONFIGURATION & INTEGRATION

The purpose of this Task is to commence installation and configuration of the System, and integration of the existing components identified in Exhibit A-3, and to ensure that all components identified in the RFP and Proposal are included in the installation, configuration and integration, and that the City receives a fully functional Television and Video Production Control and Delivery System. Consultant shall ensure that the Services and the System shall include the following:

Task 3.1 Installation & Configuration of Digital Video Cameras, Camera Lens', Camera Mounts, High Performance Pan-tilt Heads, and Camera Control Devices:

- (a) Remove existing video cameras, supply, install, mount and configure four (4) specified serial digital video cameras with signal distribution including gen lock to record, broadcast and monitor at City's existing camera locations in City Council chambers.
- (b) Provide and install four (4) serial digital interface (SDI) camera cards to enable digital serial connections to all integrated components.
- (c) Remove four (4) existing camera pan/tilt mounts and four (4) existing pan/tilt mounting brackets and supply, install, mount and configure four (4) specified pan/tilt heads and (4) specified pan/tilt mounting brackets to enable all lens functions including aperture, zoom and focus.

- (d) Enable pan/tilt movement to capture all subjects in Council chambers and limit pan/tilt movement to prevent damage to cameras, lenses and mounts.
- (e) Provide and configure necessary power supplies to the pan/tilt heads.
- (f) Remove existing camera lenses, and install, attach, mount, and configure four (4) specified 17x camera lenses and wire for remote operation to the specified remote operation panel unit for the successful operation and control of lens zoom and focus capabilities.
- (g) Remove existing camera remote operation panels and supply, install, mount and configure one (1) specified remote operation panel to enable full control of all four (4) cameras including gain, pedestal, iris, and white balance.
- (h) Connect remote panel to specified camera pan/tilt controller.
- (i) Remove existing pan/tilt controller, and supply, install, mount and configure one (1) pan/tilt controller to enable full control of all four (4) camera pan/tilt heads and configure devices to pan, tilt, zoom and focus video cameras.
- (j) Program no less than twenty (20) camera presets.
- (k) Provide and configure necessary power supply to the controller.
- (l) Supply and configure all cables, adaptors, power supplies, connectors, switchers and converters to enable a fully functioning remote control camera system.

Task 3.2 Installation & Configuration of Existing Digital Character Generator Components:

- (a) Install, mount and configure one (1) existing Chyron Micro X digital character generator.
- (b) Character generator shall be configured as specified on the Video Signal Flow Diagram including configuration for downstream key and upstream mix effects key operations.

Task 3.3 Installation & Configuration of Digital Video Switching Components:

- (a) Remove existing video switcher, and supply, install, mount and configure one (1) digital video production switcher with signal distribution to mix, record, broadcast and monitor all video sources for the System as specified on the Video Signal Flow Diagram.
- (b) The video production switcher shall be configured for the following inputs:

- (i) One (1) black burst signal
 - (ii) Four (4) serial digital camera signals
 - (iii) One (1) character generator signal enabling downstream and upstream keying of character generator signals
 - (iv) One (1) frame synchronizer to mix the signal from the existing multimedia system in City Council Chambers
 - (v) One (1) channel of the digital video server to mix pre-recorded video content
 - (vi) One (1) SDI test signal
- (c) The video production switcher shall be configured as specified on the Video Signal Flow Diagram for the following outputs:
- (i) Program signal
 - (ii) Preview signal
 - (iii) Engineer analog router
 - (iv) Engineer SDI router
- (d) Remove existing video patch bays, and supply, install, mount and configure five (5) specified 2x32 SDI video patch bays and configure signal distribution as specified on the Video Signal Flow Diagram.
- (e) Supply, install, mount and configure one (1) specified 32x1 SDI routing switcher and configure signal distribution as specified on the Video Signal Flow Diagram.
- (f) Provide specified router remote control.
- (g) Integrate, install, and mount five (5) existing Grass Valley Group Ten XL video panels/frames and configure signal distribution as specified on the Video Signal Flow Diagram.

Task 3.4 Installation & Configuration of Serial Digital Video Processing, Recording and Distribution Components:

- (a) Supply, install, mount and configure one (1) specified two (2) channel digital video server to record and playback all SDI and analog video sources for the System as specified on the Video Signal Flow Diagram.
- (b) Configure one (1) server channel to playback video/audio into the System.
- (c) Enable and configure server capability to export recorded video files via the City's Local Area Network (LAN) to the existing video server located in the Cable Television Master Control Facility (at 336 North Foothill Road).

- (d) Supply, install, and configure rack mounted pullout tray for server keyboard operation.
- (e) Remove existing DVD recorder, and supply, install, mount and configure one (1) specified DVD recorder to record all video sources for the System as specified on the Video Signal Flow Diagram.
- (f) Supply, install, mount and configure two (2) specified DVCam recorders to record all video sources for the System as specified on the Video Signal Flow Diagram.
- (g) Remove existing synchronizing generator and supply, install, mount, and configure one (1) master reference and test signal generator to synchronize all video sources for the System and configure device as specified on the Video Signal Flow Diagram.
- (h) Remove existing video distribution amplifiers, and supply, install, mount, and configure four (4) specified twenty (20) slot card frames with nine (9) SDI video distribution amplifiers and eighteen (18) analog video distribution amplifiers and configure all amplifiers as specified on the Video Signal Flow Diagram.
- (i) Remove existing video time based corrector and supply, install, and mount one (1) specified frame synchronizer to convert, mix, and synchronize the existing multimedia system in City Council Chambers, as specified on the Video Signal Flow Diagram.
- (j) Supply, install, and mount nine (9) specified video digital to analog converters to convert and synchronize video signals as specified on the Video Signal Flow Diagram.
- (k) Remove existing time code generator and supply, install, mount, and configure one (1) specified time code generator to time the System's video source signals.
- (l) Install, mount, and connect the audio/video program feed to deliver a live signal to Time Warner Cable's A/B switch and modulator for televised program signals.

Task 3.5 Installation & Configuration of Video Monitoring Components:

- (a) Remove existing waveform and vector scopes and supply, install, mount and configure one (1) specified waveform vector monitor set to test and measure all video source signals for the System including measurement of signal luminance, chroma, color, and phase.
- (b) Supply and configure required remote control panel.

- (c) Integrate, rack mount, and configure four (4) existing black and white CRT monitors to monitor each of the (4) digital video camera signals.
- (d) Integrate, rack mount, and configure one (1) existing triple color CRT monitor to monitor two (2) DVCam recorder signals and one (1) DVD recorder signal.
- (e) Integrate, rack mount, and configure two (2) existing color CRT monitors to monitor video switcher program and video switcher preview signals respectively.
- (f) Install and configure existing safe area generator for program and preview signals.
- (g) Remove existing engineering monitor and supply, install, rack mount and configure one (1) specified digital color LCD engineering monitor to monitor all video source signals for the System from the engineering switcher and configured as the display device for the waveform and vector scopes.
- (h) Integrate, rack mount, and configure one (1) existing color CRT monitor to monitor the Grass Valley Group Ten XL router signal from City Hall, Room 180A.
- (i) Supply, install, rack mount and configure one (1) 19" color LCD monitor to monitor character generator operations signal.
- (j) Supply, install, rack mount and configure one (1) 19" color LCD monitor to monitor server operations signal.
- (k) Supply, install, rack mount and configure three (3) dual 8.4" color LCD monitors to monitor the following:
 - (i) Grass Valley Group Ten XL router in City Council Chambers
 - (ii) Grass Valley Group Ten XL router Program (Modulator)
 - (iii) Server channel 1
 - (iv) Server channel 2
 - (v) Character generator program
 - (vi) Frame synchronizer
- (l) Supply, install, rack mount and configure one (1) 26" LCD television to monitor Time Warner Cable's cable television service.
- (m) Front label all monitoring devices with pre-approved labels.

Task 3.6 Installation & Configuration of Audio Components:

- (a) Create a Visio diagram of the audio signal flow for the System, following the Video Signal Flow Diagram.
- (b) Integrate, install, mount and configure one (1) existing audio mixer board to mix and route all audio signals in the System.
- (c) The mixer shall be configured for the following inputs:
 - (i) Existing audio system signal from City Council Chambers
 - (ii) DVD recorder audio signal
 - (iii) CD player audio signal
 - (iv) Video Server audio signal (assigned playback channel)
 - (v) Telephone call in signal
 - (vi) Two (2) DVCam recorders
- (d) The audio mixer and distribution shall be configured for the following outputs:
 - (i) Program signal to audio distribution amplifiers
 - (ii) Program signal to video server
 - (iii) Program signal to DVD recorder
 - (iv) Program signal to two (2) DVCam recorders
 - (v) Program signal to the existing multimedia system in City Council Chambers
 - (vi) Program signal to telephone call in
- (e) Supply, integrate and rack mount specified studio telephone access center call in system with six (6) incoming line control surface unit and mainframe component.
- (f) Telephone access center shall be configured to screen, hold and route callers for on air interaction with the City Council.
- (g) Telephone audio shall be integrated into the existing audio system in City Council Chambers for amplification throughout the room, configured and routed to the audio mixer board for distribution to recorders, server and over the air.
- (h) System program audio shall be configured and audible for telephone callers through phone system.
- (i) Supply, integrate, rack mount, and configure confidence speakers with built-in amplifier to monitor house signals from City Council Chambers.

- (j) Supply, integrate, mount, and configure two (2) studio speaker monitors to monitor program audio signals.
- (k) Integrate, rack mount, and configure one (1) existing CD player as an audio source input to the audio mixer board.
- (l) Install, rack mount and configure one (1) existing RTS intercom system with connection to the audio box in City Council Chambers.
- (m) Remove existing audio distribution amplifiers and supply, install, mount, and configure one (1) audio distribution frame with twelve (12) audio distribution amplifiers and configure all amplifiers to distribute signals for a fully functioning system.
- (n) Remove existing audio patch bays and shall supply, install, mount and configure two (2) audio patch bays and configure signal distribution for a fully functioning system.
- (o) Ensure and configure video/audio sync between all capture and recording devices.

Task 3.7 Installation of Furniture and Power Components:

- (a) Rack, install, and configure all specified new and existing video and audio equipment items into the City's existing equipment consoles and racks.
- (b) Rack and mount all equipment as described on Rack Elevation Diagrams and make adjustments as directed by the City.
- (c) Supply, install, and configure all specified equipment items into rack mounted multiple outlet power strips with single on/off front switch.
- (d) Supply three (3) specified media chairs.
- (e) Supply and install one (1) specified wall clock.
- (f) Supply and install fourteen (14) panels of sound foam on the control room's walls as directed by City staff.

Task 3.8 Installation of Connectors and Wiring:

- (a) Supply all necessary connectors and wires as identified herein, and as directed by City.
- (b) Supply, wire, and configure all specified audio equipment using Belden 9451 wire.

- (c) Supply, wire, terminate, and configure all specified audio equipment using Neutrik XLR connectors and ground all audio cables at only one end to reduce ground loop potentials.
- (d) Wire all specified video equipment with 75 Ohm coaxial cable using Belden 1505 wire, mini coaxial cable 1855 may be substituted for certain intra-rack wiring.
- (e) Supply, wire, terminate, and configure all specified audio equipment using Kings Electronics true 75 Ohm version connectors.
- (f) Supply, wire, terminate, and configure one (1) new program video composite signal to the City Clerk's desk located in City Council Chambers.
- (g) Connect, terminate and configure one (1) existing program video composite signal to the existing multimedia system in City Council Chambers.
- (h) Supply and install printed wire labels with descriptive text using Brady thermal printer labels with shrink wrap.

Task 3.9 **Removal of Existing Equipment:** Remove all existing equipment designated for replacement and/or removal from the racks, strip the designated wiring, and placed the removed equipment and wiring in a location designated by City staff.

Task 3.10 **On-Air Video Server:** Provide, install, and configure video server in the City's Cable Television Master Control Facility to ingest and to deliver on-air video and audio programming to the two (2) independent City of Beverly Hills Cable Television Channels (Channels 10 and 35).

- (a) **Installation and Configuration of Video Server:** Install and configure one (1) Apella LCS three bi-directional channel ("Apella LCS-3") in a rack-mountable chassis, including:
 - (i) Install, configure and integrate Apella LCS-3 Media storage upgrade to 1.75 TB
 - (ii) (Operate at RAID-5 level of file storage redundancy
 - (iii) Configure for one (1) channel of ingest to encode videos from an existing switcher
 - (iv) Configure for two (2) independent channels of program output
 - (v) Configure video server for export and transfer of recorded video files to the Cable Television Master Control Facility.

- (b) VT Scheduler Software: Consultant shall provide the license for one (1) seat of VT Scheduler software, and install and configure the software to perform the following functionalities according to the published specifications:
- (i) Provide for daily programmed automated playback of stored media titles over independent multiple channels
 - (ii) Ensure the ability to maintain broadcast standards for play-out across varying compression levels of media files (e.g., a media file at DV25 will play-out consistently before or after a media file ingested at 6 Mb/s, or vice versa)
 - (iii) Perform automated switching functions of Grass Valley TenXL router supplied by City and allow simultaneous pass-through and ingest of source video
- (c) HotFolder Software: Consultant shall provide the licenses for two (2) seats of HotFolder software, and shall install and configure the software on City's existing Final Cut Pro editing systems (Mac-G5) to provide automatic import of raw MPEG-2, DV AVI and DV Quick Time files.

Task 3.11 **Additional Installation & Configuration as Required for a Fully Functional System**: Consultant shall provide any additional services necessary to ensure that the System is fully functional to the City's full satisfaction.

Task 3 - Deliverables:

Video Signal Flow Diagram: Make any necessary corrections and/or adjustments to the existing Video Signal Flow Diagram to ensure accuracy with the System, as built, and submit the final Visio diagram to City in hard and soft copies.

Audio Signal Flow Diagram: Create a Visio diagram of the audio signal flow for the System, following the Video Signal Flow Diagram accurately depicting the audio signal flow of the System, as built, and submit the final Visio diagram to City in hard and soft copies.

TASK 4 – TRAINING

Consultant shall provide training and knowledge transfer related to the general aspects of the System, as well as related to administration of the System. Consultant shall provide this training for up to six (6) City representatives. The specific areas of training shall include, but are not limited to an overview of the System's environment, and any additional activities that need to occur for proper maintenance and upkeep of the System.

Task 4 - Deliverable:

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

TASK 5 - SYSTEM TESTING

The purpose of this Task is to review and conduct testing of the System. Consultant shall work with City representatives to develop and implement effective system test strategies to ensure the System is fully functional in preparation for acceptance of the System and go-live.

Task 5.1 Connectivity Testing:

- (a) Complete thorough connectivity testing of all equipment for the System and fine-tune and make any adjustments to the hardware, software, and equipment for optimal performance, as directed by City.
- (b) Resolve any conflicts with the City's specified equipment and wiring diagrams to provide a fully functioning system.

Task 5.2 System Testing:

- (a) Create test scenarios to ensure that the System is fully functional.
- (b) Document each test scenario, perform each test scenario with City's assistance, and ensure that each test scenario has been successfully completed.
- (c) If any errors/bugs are encountered during a test scenario, correct such errors/bugs, and duplicate the test scenario until the test scenario is successful.
- (d) Make any additional adjustments during the testing period as directed by City.

Task 5 - Deliverables:

Test Results, Fixes & Adjustments: Consultant shall provide City with documentation noting the results of initial testing, including any errors or bugs encountered, and proof that such errors or bugs were corrected. Consultant shall also provide City with documentation noting that any additional adjustments and/or corrections identified during interim testing have been successfully completed.

TASK 6 - SYSTEM REVIEW

The purpose of this Task is to prepare for training of City users, go live, and final acceptance of the System. As part of the Project Plan identified in Task 1, Consultant and City shall produce measurable objectives by which to determine complete installation and implementation of the System. As part of the System review, Consultant and City shall jointly establish that each of the measurable objectives has been met, and that the System is fully functional to City's satisfaction.

TASK 7 – GO LIVE

The purpose of this Task is to place the System into production and use. As part of the Project Plan identified in Task 1, Consultant shall establish target completion dates and drop dead dates for completion and go-live. Consultant shall provide City with feedback on readiness to go-live with the System based on total or partial completion of Tasks 1-6.

TASK 8 – ACCEPTANCE

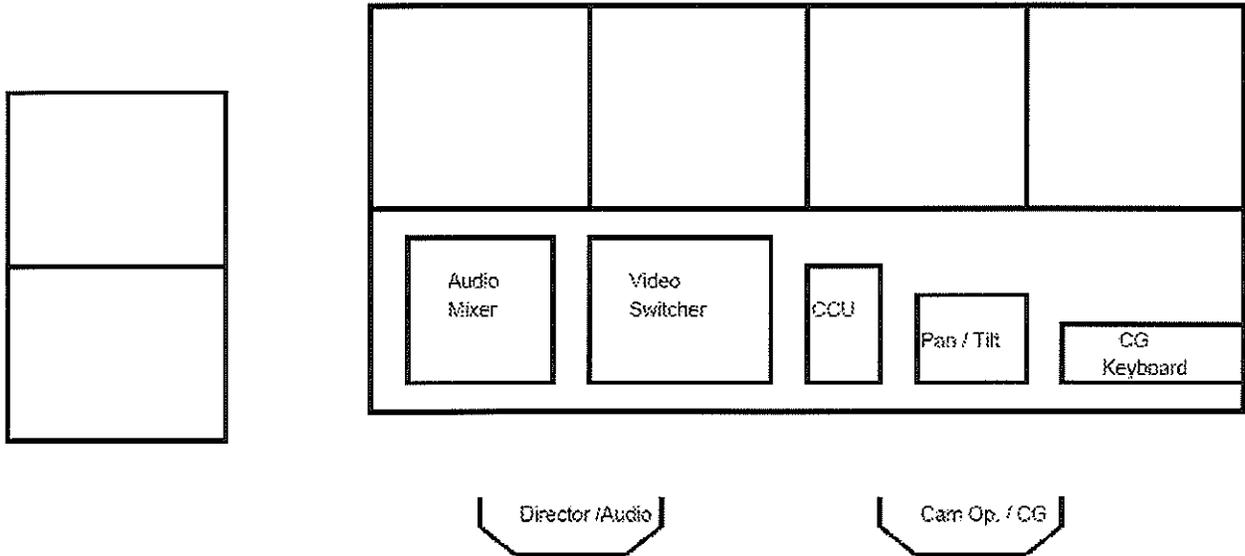
City shall issue acceptance of the project, provided that all critical errors have been corrected, and provided that the System functions according to the manufacturers' published specifications. Such acceptance shall not be unreasonably withheld.

TASK 9 – CERTIFICATE OF COMPLETION

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

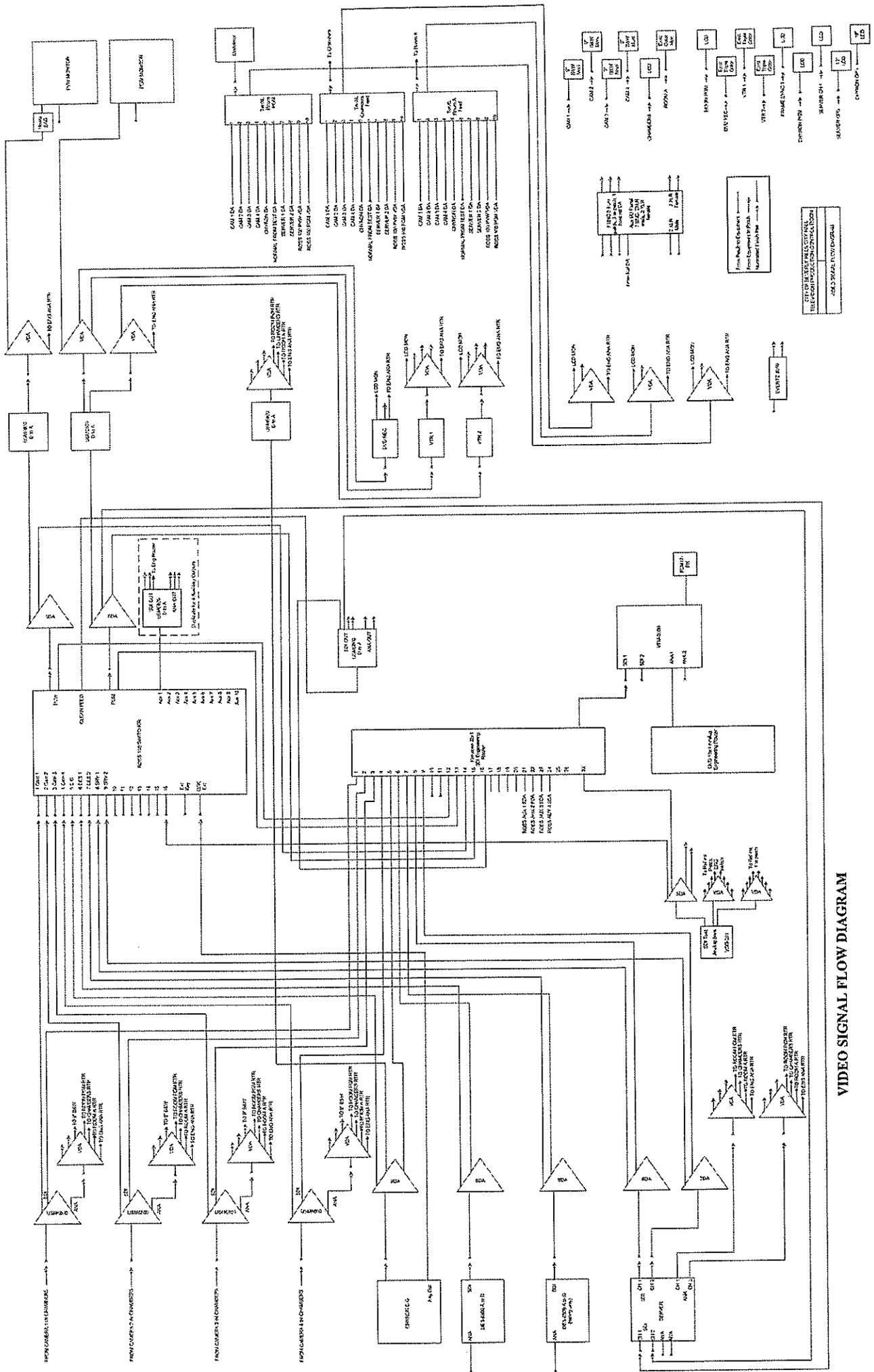
EXHIBIT A-2
SYSTEM DRAWINGS

RACK ELEVATION DRAWINGS



2 Audio Patch Bays	5 Video Patch Bays
Audio DA Rack 854	
Ike TMS-1 (Room A)	8'4" 84" Marshalls (Server 1) (Server 2)
TerzL Room A Ctr	Evertz 8610 TC
Triple Monitors TMS-1 (DVD, DVCAM 1 - 2)	Server Monitor Ops.
DVD Recorder	LG 1952T-BF
JVC BR-DHM750U DVCAM DECKS Sony DSR-45A's	Comms STAC Call-in
	CD Player
	Server Keyboard
Power	Power
	6600 Tray
Panacea Router	6600 Tray
Analog Eng. Router	6600 Tray
TerzL Room A	
TerzL Room Pgm	6600 Tray
TerzL Chamber	Sync Generator
Ross Synergy 160	Server Chassis
Switcher Mainframe	Video Technics

	Evertz 12:12L Clock	Modulator	
		TerzL Room Pgm. Ctr	
		8'4" 84" (Frame Sync 1) Marshalls (Chamber)	CG Chassis Chyron MicroX
	PVW TM20-17R	8'4" 84" (Rm Pgm) Marshalls (CG)	TerzL Chamber Ctr
Videotek FSM-17RK Engineering Monitor		Ikegami Dus: B&W PMS050 Cams 1-2	
	PGM TM20-17R	Ikegami Dus: B&W PMS050 Cams 3-4	CG Monitor Ops. LG 1952T-8F
VTM 2000 Panel		Dorrough ID-A2	
Eng. SDI Switcher Ctr. Pnt.		Weller AMP1A-100	
Eng. Analog Switcher Ctr. Pnt.	RTS		
Mixer Wire			
Gap	Power + Gap	Power + Gap	Power + Gap
		Pan / Tilt Mainframe	



VIDEO SIGNAL FLOW DIAGRAM

EXHIBIT A-3

EQUIPMENT LIST

1. CAMERA SYSTEM COMPONENTS

	Description:	Manufacturer:	Model:	Qty:
1.1	Digital Video Camera	Panasonic	AW-E750	4
1.2	17x Lens	Panasonic	AW-LZ17MD9A	4
1.3	Remote Operation Panel	Panasonic	AW-CB400	1
1.4	Pan Tilt Controller	Panasonic	AW-RP400	1
1.5	Mounted Pan/Tilt Head	Panasonic	AW-PH400	4
1.6	Pan/Tilt Mounting Brackets	Kipp Visual Systems	Wall Mount in white	4
1.7	Pan/Tilt Camera Power Supply	Panasonic	AW-PS510N	4
1.8	Pan/Tilt Controller Power Supply	Panasonic	AW-PS510N	1
1.9	SDI Camera Card	Panasonic	AW-PB504	4

2. VIDEO SWITCHING COMPONENTS

	Description:	Manufacturer:	Model:	Qty:
2.1	Production Switcher S100-001SL	Ross	Synergy 100 (Silver) 4:3 & 16:9 capable	1
2.2	Switcher Option S100-999	Ross	Extended Warranty for one year	1
2.3	2X32 Mini Weco SDI Video Patch Bay	Bittree	B64T-2MWTHD	5
2.4	32 X 1 SDI Routing Switcher (engineering)	Leitch	Panacea P32x1 SI	1

	Description:	Manufacturer:	Model:	Qty:
2.5	Panacea Router Remote Control Panel	Leitch	RCP-32x1p	1

3. VIDEO PROCESSING & DISTRIBUTION COMPONENTS

	Description:	Manufacturer:	Model:	Qty:
3.1	DVCAM Recorder	Sony	DSR45A	2
3.2	Dual Rackmount for DRS45A Decks	Sony	RMMDSR20D	1
3.3	MiniDV / HDD / DVD Recorder	JVC	SR-DVM700U	1
3.4	Master Reference & Test Signal	Videotek	VSG-201 D	1
3.5	20 Slot Card Frame	Leitch	FR-6802+QXF	4
3.6	SDI Video DAs, (4 Cameras, Server, CG, Frame Sync, Test, Spare)	Leitch	VSD6800+D	9
3.7	Analog Video DA (Reference, Program, and Floor Feed DAs)	Leitch	VDA6800+D	18
3.8	Frame Synchronizer & Video A to D converter to synchronize external feeds	Leitch	DES6800+D	1
3.9	Video D to A Converter, 4 SDI outputs & 4 Analog Outputs. (Conversion for room program to modulator, floor feed +1 additional)	Leitch	USM-6800+D	13
3.10	2 channel server (RAID 5)	Video Technics	Apella LCS	1
3.11	Time Code Generator	Evertz	8010TM	1
3.12	Wall Clock	Evertz	1212L	1

4. **VIDEO MONITORING COMPONENTS**

	Description:	Manufacturer:	Model:	Qty:
4.1	Video Monitor Set. Includes: Waveform, Vector Scope, Picture Monitor, Audio Meter	Videotek	VTM-2000	1
4.2	Control Panel for VTM-2000	Videotek	RCU-2000	1
4.3	LCD Engineering Monitor	Videotek	FSM-17RK	1
4.4	LCD Rack Mount Kit	Winsted	F8150	4
4.5	19" LCD	LG	L1952T-BF	2
4.6	26" TV	Samsung	LN-T2653H	1
4.7	LCD Monitors (Dual 8.4")	Marshall	V-R84P-SDI	3

5. **AUDIO COMPONENTS**

	Description:	Manufacturer:	Model:	Qty:
5.1	Call-in System	Comrex	STAC	1
5.2	Loudness Meter	Dorrough	10-A2	1
5.3	Confidence Speakers w/ amp built-in	Wohler	AMP1A-106	1
5.4	Studio Self Powered Speakers	Mackie	HR624	2
5.5	Speaker Mounts	Peerless	SPK815	2
5.6	Audio DA Frame Redundant Power Supply	Leitch	884PS	1
5.7	Audio DA Frame	Leitch	FR-884	1
5.8	Audio DA	Leitch	AMD-880 Mono	12
5.9	Audio Patch Bay (2x26 Long Frame 1RU Over Under Mono Black 7" Full Normal Isolated Grounds)	Bittree	B52DC-FNOIS / E3M20U7L	2

	Description:	Manufacturer:	Model:	Qty:
5.10	Sound Foam	Sonex	OPYR-2LG	14

6. **FURNITURE**

	Description:	Manufacturer:	Model:	Qty:
6.1	Control Room Media Chair	Markertek	OFM-610-8161	3

7. **MASTER CONTROL VIDEO SERVER**

7.1	3 channel (bi-directional) video server	VideoTechnics	Apella LCS-3	1
7.2	Media storage upgrade to 1.75 TB @ RAID-5	VideoTechnics	MLCS-3-2000	1
7.3	Switch: Gigabit 24port 10/100/1000 BaseT	VideoTechnics	VT 6507-61	1
7.4	Server Commissioning	VideoTechnics	CM-NF-01	2
7.5	Server Training	VideoTechnics	TR-OS-AVCS	2
7.6	Server Scheduler Software	VideoTechnics	APS-014-01	1
7.7	Final Cut Edit HotFolder Software	VideoTechnics	APS-041-01	2

8. **COMPONENTS FOR INTEGRATION**

	Description:	Manufacturer:	Model:	Qty:
8.1	Video Switcher (as Room A Feed)	Grass Valley Group	Ten XL Panel	1
8.2	Video Switcher (Chamber)	Grass Valley Group	Ten XL Panel	1
8.3	Video Switcher (to Modulator)	Grass Valley Group	Ten XL Panel	1
8.4	Video Switcher	Grass Valley Group	Ten XL Frame	1
8.5	Video Switcher	Grass Valley Group	Ten XL Frame	1

8.6	Video Switcher	Grass Valley Group	Ten XL Frame	1
8.7	Video Switcher	Grass Valley Group	Ten XL Frame	1
8.8	Video Switcher	Grass Valley Group	Ten XL Frame	1
8.9	A/B Switch	TVC	ABS-2	1
8.10	Modulator	ISS TV Agile	GL 2510 XT Series 2	1
8.11	Safe Area Generator	Horita	RM 50	1
8.12	Black & White CRT Monitors	Ikegami	PM9050	4
8.13	Color CRT	Ikegami	TM6-1B	1
8.14	Color CRT	Ikegami	TM20-17R	2
8.15	Color CRT	Ikegami	TM 9-1	1
8.16	Power Supply	RTS	RTS P58	1
8.17	Intercomm	RTS	RMS 300	1
8.18	CD Player	Sony	CDP-D11	1
8.19	Audio Mixer	Mackie	1642-VLZ3	1

EXHIBIT B-1

Schedule of Rates

Upon completion of the services required by this Agreement, Consultant 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. The schedule of rates is set forth below and in Consultant's quotation, attached:

ITEM/DESCRIPTION	AMOUNT
Hardware, Software and Equipment*	\$250,386.46
Professional Services	\$88,000.00
Estimated Freight*	\$2,200.00
Estimated Tax (<i>*taxable items</i>)	\$20,838.38
Contingency	\$23,575.16
TOTAL:	\$385,000.00

EXHIBIT B-2

SCHEDULE OF PAYMENT

City shall pay Consultant compensation at the rates set forth in this Agreement. The total sum shall not exceed the amount of Three Hundred and Eighty Five Thousand Dollars (\$385,000.00), as set forth in the purchase order issued by City for all services to be provided pursuant to this Agreement, including applicable taxes and contingency fees.

Any invoices for contingency funds shall be approved in writing prior to Consultant rendering any services, and such fees shall be payable upon issuance of the Certificate of Completion. Any additional services shall require a separate written agreement between City and Consultant.

PAYMENT MILESTONE	PERCENTAGE	COST
Execution of Agreement	25%	\$90,356.21
Delivery of Hardware, Software and Equipment at Consultant's Site* (<i>Proof includes packing slips, etc.</i>)	15%	\$54,213.73
Completion of Task 2 (Pre-Installation & Pre-Configuration)**	10%	\$36,142.48
Completion of Task 3 (Installation, Configuration & Integration)	10%	\$36,142.48
Completion of Task 4 (Training)	10%	\$36,142.48
Completion of Task 5 (System Testing)	20%	\$72,284.97
Completion of Task 10 (Acceptance)	10%	\$36,142.48
	100%	\$361,424.83

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

**F.O.B. City of Beverly Hills*

***Upon inspection by City representative at Consultant's site*



EXHIBIT C

Certificate of Insurance

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

NAMED INSURED (CONTRACTOR) _____ COMPANIES AFFORDING COVERAGE
 ADDRESS _____ A.
 B.
 C.

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	LIMITS		AGGREGATE
				B.I.	P.D.	
	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: _____

Item I

Council will be provided with an agreement on Tuesday prior to the start of the meeting.