

Council/Agency Meeting Held: _____	_____ City Clerk's Signature
Deferred/Continued to: _____	
<input type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Denied	
Council Meeting Date: 5/7/2007	Department ID Number: IS 07-001

**CITY OF HUNTINGTON BEACH
REQUEST FOR CITY COUNCIL ACTION**

SUBMITTED TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

SUBMITTED BY: *Penelope Culbreth Graft*
PENELOPE CULBRETH-GRAFT, DPA, CITY ADMINISTRATOR

PREPARED BY: JACK MARSHALL, DIRECTOR OF INFORMATION SERVICES *JM*

SUBJECT: Approve Amendment No. 1 to the Professional Services Contract between the City of Huntington Beach and Atrilogy Solutions Group, Inc. for Temporary Technical Personnel and Consulting Services

Statement of Issue, Funding Source, Recommended Action, Alternative Action(s), Analysis, Environmental Status, Attachment(s)

Statement of Issue: The Information Services Department would like to amend the Professional Services Contract between the City of Huntington Beach and Atrilogy Solutions Group, Inc., to increase the cap amount from \$100,000 to \$200,000.

Funding Source: Funds for contracted personnel will be from approved budgets on an as-needed basis.

Recommended Action: Motion to:
Approve and authorize the Mayor and City Clerk to execute Amendment No. 1 to the Professional Services Contract between the City of Huntington Beach and Atrilogy Solutions Group, Inc. for Temporary Technical Personnel and Consulting Services.

Alternative Action(s): Do not approve the amendment and direct staff accordingly.

E-2

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: 5/7/2007

DEPARTMENT ID NUMBER: IS 07-001

Analysis: On May 15, 2006, Council approved a Professional Services Contract between the City of Huntington Beach and Atrilogy Solutions Group, Inc. for Temporary Technical Personnel and Consulting Services. The original contract has a \$100,000 cap. Through the year, Atrilogy has provided temporary technical personnel to the City and we are nearing the \$100,000 cap. Since the contract was signed in May 2006, we have used Atrilogy consultants for the following projects:

1. Completion of projects relating to the J.D. Edwards business software.
2. Development of "MyHB", the public internet mapping site. "MyHB" allows citizens to query addresses in the city and relates information on that address for polling locations, trash pickup days, street sweeping days, and other important city information. The site also includes an interactive map that can be used to view color aerial photos, find points of interest including city facilities, hospitals, etc.
3. Automation of City atlases used by different city departments. This allows the GIS staff to focus on developing analysis and support products instead of time consuming map projects.

Staff is requesting that the cap be increased to \$200,000 in order to continue using Atrilogy Solutions Group, Inc. as a provider of temporary technical personnel.

The current consultant from Atrilogy is working on the following projects:

1. Expansion of the "MyHB" website to show zoning designations, property boundaries, seismic hazards, city facilities and other related data.
2. Streamline the data input process for the GIS software that the City uses to make it easier to use and more efficient.
3. Develop plan and work with staff to migrate GIS data to new server technology.

Environmental Status: N/A

Attachment(s):

City Clerk's Page Number	No.	Description
3	1.	Amendment No. 1 to Professional Services Contract between the City of Huntington Beach and Atrilogy Solutions Group, Inc. for Temporary Technical Personnel and Consulting Services
6	2.	Updated Certificates of Insurance
10	3.	Purchasing Certification
12	4.	Original Professional Services Contract between the City of Huntington Beach and Atrilogy Solutions Group, Inc. for Temporary Technical Personnel and Consulting Services.

ATTACHMENT #1

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AMENDMENT NO. 1 TO PROFESSIONAL SERVICES
CONTRACT BETWEEN THE
CITY OF HUNTINGTON BEACH AND
ATRILOGY SOLUTIONS GROUP, INC. FOR TEMPORARY
TECHNICAL PERSONNEL AND CONSULTING SERVICES

THIS AMENDMENT No 1 is made and entered into by and between the CITY OF HUNTINGTON BEACH, a California municipal corporation, hereinafter referred to as "City", and ATRILOGY SOLUTIONS GROUP, INC, a California corporation, hereinafter referred to as Consultant.

WHEREAS, City and Consultant are parties to that certain agreement, dated May 6, 2006, entitled "Professional Services Contract Between the City of Huntington Beach and Atrilogy Solutions Group, Inc. for Temporary Technical Personnel and Consulting Services which agreement shall hereinafter be referred to as the "Original Agreement," and

City and Consultant wish to amend the Original Agreement to increase the compensation to be paid to Consultant by \$100,000.00,

NOW, THEREFORE, it is agreed by City and Consultant as follows:

1. ADDITIONAL COMPENSATION

Paragraph 4 of the Original Agreement is hereby amended to read as follows:

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT according to an agreed upon hourly rate as set forth in **Exhibit A**. The total amount of fees paid to CONSULTANT under this agreement shall not exceed Two Hundred Thousand Dollars (\$200,000.00).

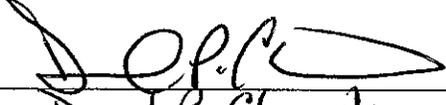
2. REAFFIRMATION

Except as specifically modified herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers on _____, 2007.

ATRILOGY SOLUTIONS GROUP, INC.

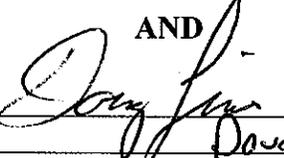
CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California

By: 
print name

ITS: (circle one) Chairman/President/Vice President

Mayor

AND

By: 
print name

ITS: (circle one) Secretary/Chief Financial Officer/Asst. Secretary - Treasurer

City Clerk

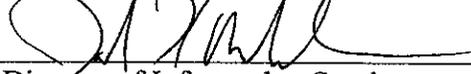
APPROVED AS TO FORM:


3.21.07 City Attorney
11/29/07
3/12/07

REVIEWED AND APPROVED:


City Administrator

INITIATED AND APPROVED:


Director of Information Services

ATTACHMENT #2

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE 3/13/2007
PRODUCER TECHINSURANCE 1301 Central Expy South, Suite 115 Allen, TX, 75013 (800) 668-7020	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURERS AFFORDING COVERAGE		
INSURED Atrilogy Solutions Group, Inc. 385 Inverness Parkway, Ste 300 Englewood, CO 80112	INSURER A: Philadelphia Indemnity Ins. Co. INSURER B: INSURER C: INSURER D: INSURER E:	

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	APPROVED AS TO FORM <i>Jennifer McGrath</i> JENNIFER McGRATH, City Attorney			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER PROFESSIONAL LIABILITY (Errors & Omissions) FIDELITY BOND (Third Party Employee Dishonesty) EMPLOYMENT PRACTICES LIABILITY	PHSD224549	11/30/2006	11/30/2007	CLAIMS-MADE OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 EACH OCCURRENCE EACH OCCURRENCE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Evidence of Coverage Only

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

City of Huntington Beach
 Attn: Risk Management
 2000 Main Street
 Huntington Beach, CA 92648

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

James Cochran

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/06/2007

PRODUCER (714)221-1800 FAX (714)221-4196
Brown & Brown of California, Inc.
CA License # 0B02587
PO Box 6989
Orange, CA 92863

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

INSURED
Atrilogy Solutions Group, Inc
385 Iverness Parkway, Ste. 300
Englewood, CO 80112

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: St. Paul-Travelers Ins Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	TT09401195	08/02/2006	08/02/2007	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000				
	MED EXP (Any one person) \$ 10,000				
	PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> HiredAuto-Ded\$1000 <input checked="" type="checkbox"/> PhyDam-Ded\$1000	TT09401195	08/02/2006	08/02/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$				
	BODILY INJURY (Per accident) \$				
	PROPERTY DAMAGE (Per accident) \$				
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	TT09401195	08/02/2006	08/02/2007	EACH OCCURRENCE \$ 4,000,000
					AGGREGATE \$ 4,000,000
					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	HEUB7178C17206	08/02/2006	08/02/2007	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER Crime-Property/Theft Third Party Included	006734136	08/18/2006	08/18/2007	Employee Theft - \$1,000,000 Client's Property - \$1,000,000 Deductible - \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
The Certificate Holder is included as Additional Insured as respects to General Liability, but only as respects to claims arising out of the negligence of the named insured.

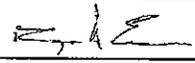
* 10 Day Notice of Cancellation for Non-payment of premium.

CERTIFICATE HOLDER

City of Huntington Beach
Attn: Risk Management
2000 Main Street
Huntington Beach, CA 92648

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Roger Emmons/MSOCH 

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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ATTACHMENT #3

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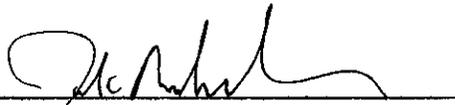
CITY OF HUNTINGTON BEACH

Professional Service Contracts Purchasing Certification Amendment # 1

Date: 1/31/2007

1. Department: Information Services
2. Requested By: Colleen Keith
3. Name of Consultant: Atrilogy Solutions Group, Inc.
4. Amount of Original/Prior Contract: \$100,000
5. Additional Compensation Requested: \$100,000
6. Reason for Contract Amendment:
Due to additional staff vacancies in the GIS division, Atrilogy has been asked to extend the GIS consulting services they are providing for several months. The amount funded for the extension is \$86,000.
7. Are sufficient funds available to fund this contract? Yes No
8. Company number and object code where funds are budgeted:

10042202.69315



Department Head Signature



RICHARD AMADRIL, Manager
Central Services Division

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ATTACHMENT #4

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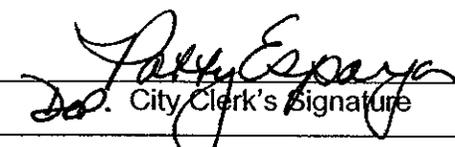
(5/22/06)

J. MARSHALL, IS
C. INDOZA, RM

RECEIVED

2006 MAY -8 AM 9:07

CITY CLERK
CITY OF
HUNTINGTON BEACH

Council/Agency Meeting Held: <u>5/15/06</u>	 City Clerk's Signature
Deferred/Continued to: _____	
<input checked="" type="checkbox"/> Approved <u>7-0</u> <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Denied	
Council Meeting Date: 5/15/2006	Department ID Number: IS-06-005

CITY OF HUNTINGTON BEACH REQUEST FOR CITY COUNCIL ACTION

SUBMITTED TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

SUBMITTED BY:  PENELOPE CULBRETH-GRAFT, DPA, CITY ADMINISTRATOR

PREPARED BY: JACK MARSHALL, DIRECTOR OF INFORMATION SERVICES 

SUBJECT: **Approve Professional Services Contracts between the City of Huntington Beach and Atrilogy Solutions Group, Inc., The Comdyn Group and PlanNet Consulting, LLC for Temporary Technical Personnel and Consulting Services.**

Statement of Issue, Funding Source, Recommended Action, Alternative Action(s), Analysis, Environmental Status, Attachment(s)

Statement of Issue: The Information Services department would like to enter into agreements with vendors who will provide technical consulting and temporary technical personnel on an as-needed basis.

Funding Source: Funds for these agreements will be from approved budgets on an as-needed basis.

- Recommended Action:** Motion to:
1. Approve and authorize the Mayor and City Clerk to execute an agreement with Atrilogy Solutions Group, Inc., for Temporary Technical Personnel and Consulting Services.
 2. Approve and authorize the Mayor and City Clerk to execute an agreement with The Comdyn Group for Temporary Technical Personnel and Consulting Services.
 3. Approve and authorize the Mayor and City Clerk to execute an agreement with PlanNet Consulting LLC for Temporary Technical Personnel and Consulting Services.

SEE SEPARATE FILES FOR ATTACHMENTS 2+3 -
THE COMDYN GROUP AND PLANNET CONSULTING

E-14

REQUEST FOR ACTION

MEETING DATE: 5/15/2006

DEPARTMENT ID NUMBER:IS-06-005

Alternative Action(s): Do not approve the agreements and direct staff accordingly.

Analysis: The City's Information Services department periodically has need to augment its staff, either from a workload or specific technical expertise basis.

Information Services staff currently supports all of the City's technology, including the hardware, software, voice and data network infrastructure. As technology changes, there is an increasing demand from City departments for new and enhanced business applications to make City operations more efficient or provide enhanced services to our citizens.

In order to complete the department's workload in a timely manner, the department will need to augment employee staffing on selected projects, for example scheduled annual replacement of large numbers of City personal computers.

Additionally, some projects will require technical expertise on a limited basis not currently available in the IS staff, or specifically required for one aspect of a project. An example would be the initial configuration of Microsoft Active Directory domains for the Police Department and City Hall.

A Request for Qualifications for Temporary Technical Service Persons and Consulting Services was issued to six vendors on December 1, 2005, and was also posted on the City's website. The City received two responses from the list of six and four responses from the website posting. The Information Services Director, the division supervisors and the department's Principal Analyst all reviewed the proposals. While most of the respondents were able to provide the required services, the selection was narrowed to three based on cost and ability to provide services most closely matched to the needs of the department.

The three selected vendors are: Atrilogy Solutions Group, Inc, The Comdyn Group and PlanNet Consulting, LLC. Each agreement has a 3-year termination period and a \$100,000 cap. Having these agreements will allow the Director of Information Services to bring in temporary staff with different skills levels and hourly rates, depending on the work that needs to be done.

REQUEST FOR ACTION

MEETING DATE: 5/15/2006

DEPARTMENT ID NUMBER: IS-06-005

Environmental Status: None

Attachment(s):

City Clerk's Page Number	No.	Description
	1.	Professional Services Contract between the City of Huntington Beach and Atrilogy Solutions Group, Inc. and Insurance Certificate.
<i>SEE SEPARATE FILE</i>	2.	Professional Services Contract between the City of Huntington Beach and The Comdyn Group Consulting and Insurance Certificate.
<i>SEE SEPARATE FILE</i>	3.	Professional Services Contract between the City of Huntington Beach and PlanNet Consulting LLC and Insurance Certificate

ATTACHMENT #1

PROFESSIONAL SERVICES CONTRACT BETWEEN
 THE CITY OF HUNTINGTON BEACH AND
 ATRILOGY SOLUTIONS GROUP, INC. FOR
 TEMPORARY TECHNICAL PERSONNEL AND
 CONSULTING SERVICES

RECEIVED

APR 21 2006

City of Huntington Beach
 City Attorney's Office

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PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
ATRILOGY SOLUTIONS GROUP, INC. FOR
TEMPORARY TECHNICAL PERSONNEL AND
CONSULTING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY, and ATRILOGY SOLUTIONS GROUP, INC., a California corporation hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to provide temporary technical personnel and consulting services for the City of Huntington Beach; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide technically skilled personnel to augment CITY staff in the operations and support of the CITY's Information Systems Department and its related hardware, software and network operations. For each person provided by CONSULTANT, and in advance of any work done by such person under this Agreement, the CITY's Director of Information Services and CONSULTANT shall execute an Addendum setting forth the name of that person, the general services to be provided by that person, and the hourly and overtime hourly rates for that person. The Addendum shall state that it is being

entered into pursuant to the terms of this Agreement. The Addendum must be executed by the CITY's Director of Information Services and CONSULTANT before that person undertakes any work pursuant to this Agreement. CONSULTANT shall not have the authority to act as an officer or director of CITY or to represent or obligate CITY in any manner.

CITY agrees to provide, at its own cost and expense, reasonable working space and materials which may be necessary in connection with the performance by CONSULTANT of the services required pursuant to this Agreement.

In the event there are any conflicts or inconsistencies between the language in any Addendum and this Agreement, the language in the Agreement shall govern.

These services described in Section 1 and in any Addendum shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates Kathy Tenty who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence as soon as practicable after the execution of this Agreement by CITY (the "Commencement Date"). This Agreement shall expire on September 30, 2008, unless sooner terminated as provided herein.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT according to an agreed upon hourly rate as set forth in **Exhibit A**. The total amount of fees paid to CONSULTANT under this agreement shall not exceed One Hundred Thousand Dollars (\$100,000.00).

5. EXTRA WORK

In the event CITY requires additional services not included in the Scope of Services or changes in the Scope of Services, CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of **Exhibit "A."**

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and

volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT's professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention, "deductible" or any other similar form of limitation on the required coverage except with the express written consent of CITY. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).

- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and
- C. promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to

demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or

subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the *California Government Code*.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

City of Huntington Beach
ATTN: Director of Information Services
2000 Main Street
Huntington Beach, CA 92648

TO CONSULTANT:

Kathy Tenty, Account Executive
Atrilogy Solutions Group, Inc.
15375 Barranca Parkway, Suite B-201
Irvine, CA 92618

17. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires.

Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the *United States Code* regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the non-prevailing party.

25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

26. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

27. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior

understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers on MAY 15, 2006, 2006.

ATRILOGY SOLUTIONS GROUP, INC.

By: [Signature]
David P. Charest
print name

ITS: (circle one) Chairman/President/Vice President

AND

By: [Signature]
Doug Lins 3/14/06
print name

ITS: (circle one) Secretary/Chief Financial Officer/Asst. Secretary - Treasurer

REVIEWED AND APPROVED:

[Signature]
City Administrator

CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California

[Signature]
Mayor

[Signature]
City Clerk (22106)

APPROVED AS TO FORM:

[Signature]
City Attorney 2-28-06
4/24/06

INITIATED AND APPROVED:

[Signature]
Director of Information Services

EXHIBIT "A"

Payment Schedule (Hourly Payment)

A. Hourly Rate

CONSULTANT'S fees for such services shall be based upon the hourly rates and cost schedules set forth in the schedules attached to this Exhibit.

B. Travel

1. Charges for time during travel are not reimbursable.
2. Automobile expenses are not reimbursable. All other travel expenses must be approved in advance by CITY in writing. Requests for approval shall be submitted at least fourteen (14) days in advance, to allow for reduced transportation fares. Meals are not billable to CITY without prior written consent of CITY.

C. Billing

1. All billing shall be done bi-monthly in one-tenth-hour (0.10) increments.

Minimum billing charges are unacceptable. CONSULTANT shall only charge for actual time spent.
2. Each month's bill should include a total to date. That total should provide, at a glance, the total fees and costs incurred to date for the Project.
3. CONSULTANT shall submit to CITY an invoice for each bi-monthly payment due based upon timesheets approved by CONSULTANT and CITY. Approval of the timesheets by CITY shall constitute CITY's approval that the work has been adequately performed in accordance with this Agreement. Such invoice shall:
 - (A) Reference this Agreement;
 - (B) Describe the services performed;
 - (C) Show the total amount of the payment due.

Upon submission of any such invoice, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld.

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