



AGENDA REPORT

Meeting Date: June 17, 2008
Item Number: F-12
To: Honorable Mayor & City Council
From: David Schirmer, Chief Information Officer
Subject: **AMENDMENT NO. 3 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND DATA SYSTEMS WORLDWIDE, INC. FOR INFORMATION TECHNOLOGY CONSULTING SERVICES RELATED TO THE CITY'S NETWORK SECURITY SYSTEM; AND, APPROVAL TO ISSUE A CHANGE ORDER IN THE AMOUNT OF \$150,000.00**

Attachments: 1. Amendment

RECOMMENDATION

Staff recommends that the City Council approve Amendment No. 3 to the existing Agreement between the City and Data Systems Worldwide, Inc. (DSW), and approve a change order for payment of those additional services.

INTRODUCTION

The existing agreement between the City of Beverly Hills and DSW is for consulting services related to the City's network security system. This agreement ensures ongoing maintenance and support for the City's network security environment.

DISCUSSION

This amendment provides for additional services related to the planned upgrades to the network security environment to include additional consulting hours for planned hardware, software and equipment upgrades, repairs, diagnostics, and related services.

FISCAL IMPACT

Meeting Date: June 17, 2008

Staff requests authorization of a change order in the amount of \$150,000, for a total not-to-exceed amount of \$500,000, annually. Funding is available in Information Technology's Network and Communications budget for maintenance and repair.



Finance Approval



David Schirmer, Chief Information Office
Approved By

AMENDMENT NO. 3 TO THE AGREEMENT
BETWEEN THE CITY OF BEVERLY HILLS AND
DATA SYSTEMS WORLDWIDE, INC. FOR
INFORMATION TECHNOLOGY CONSULTING
SERVICES RELATED TO THE CITY'S NETWORK
SECURITY SYSTEM

NAME OF CONSULTANT: Data Systems Worldwide, Inc.

RESPONSIBLE PRINCIPAL
OF CONSULTANT: Phil Mogavero, President

CONSULTANT'S ADDRESS: 6110 Variel Avenue, Second Floor
Woodland Hills, CA 91367

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

COMMENCEMENT DATE: July 1, 2007

TERMINATION DATE: June 30, 2010, unless sooner
terminated pursuant to Section 12 of
this Agreement

CONSIDERATION: Not to exceed \$500,000 annually

AMENDMENT NO. 3 TO THE AGREEMENT
BETWEEN THE CITY OF BEVERLY HILLS AND
DATA SYSTEMS WORLDWIDE, INC. FOR
INFORMATION TECHNOLOGY CONSULTING
SERVICES RELATED TO THE CITY'S NETWORK
SECURITY SYSTEM

This Amendment No. 3 is to that certain Agreement, dated July 10, 2007, and identified as Contract No. 272-07, as amended by Amendment No. 1 dated October 16, 2007 and identified as Contract No. 419-07, as further amended by Amendment No. 2 dated February 5, 2008 and identified as Contract No. 28-08 (the "Agreement"), copies of which are on file in the office of the City Clerk, between the City of Beverly Hills, a municipal corporation (hereinafter called "City"), and Data Systems Worldwide, Inc., a corporation (hereinafter called "CONSULTANT") for information technology consulting services related to the City's network security system.

RECITALS

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

B. CITY desires to further amend the Agreement to increase the annual Consideration due to additional hours of needed service, and to modify the hourly rates.

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

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

Section 2. Exhibit B, "Compensation and Payment", shall be amended as attached hereto and incorporated herein.

Section 3. Except as expressly amended herein, the Agreement shall remain in full force and effect.

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

CITY OF BEVERLY HILLS
A Municipal Corporation

BARRY BRUCKER
Mayor of the City of
Beverly Hills, California

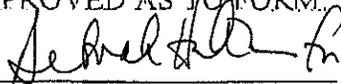
ATTEST:

(SEAL)
BYRON POPE
City Clerk

CONSULTANT: DATA SYSTEMS
WORLDWIDE, INC.

PHIL MOGAVERO
President

ROSARIO PARCO
Controller

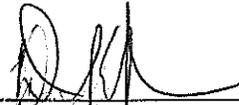
APPROVED AS TO FORM:


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD
City Manager

[Signatures continue]



DAVID SCHIRMER
Chief Information Officer



KARL KIRKMAN
Risk Manager

EXHIBIT B

Compensation and Payment

CITY shall pay CONSULTANT compensation at a rate of Seventy-Five Dollars (\$75.00) per hour for consulting services defined as "Level One" in Exhibit A, "DSW Consulting Services and Applicable Engineer Level", and compensation at a blended rate of One Hundred and Twenty Five Dollars (\$125.00) per hour for consulting services defined as "Level Two", "Level Three", and "Level Four" in the same table, for scheduled service during normal business hours. Rates outside of normal business hours are subject to uplift as detailed in Exhibit A, "Schedule of Surcharged and Standard Maintenance Hours".

The total sum shall not exceed the amount of Five Hundred Thousand Dollars (\$500,000.00) annually, as set forth in the purchase order issued by CITY for all services to be provided pursuant to this Agreement. Said Compensation shall constitute reimbursement of CONSULTANT's fee for the services as well as the actual cost of any equipment, materials and supplies necessary to provide the services (including labor, materials, delivery, tax, assembly and installation, as applicable).

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.