



## AGENDA REPORT

**Meeting Date:** July 21, 2009  
**Item Number:** F-7  
**To:** Honorable Mayor & City Council  
**From:** Scott Miller, Director of Administrative Services and CFO  
Noel Marquis, Assistant Director of Administrative Services - Finance  
**Subject:** APPROVALS RELATED TO VARIOUS CITY PURCHASING AND BUDGET TRANSACTIONS AS DESCRIBED HEREIN  
**Attachments:** 1. Agreements (3)

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**Item A. APPROVAL OF A BLANKET PURCHASE ORDER FOR THE BEVERLY HILLS UNIFIED SCHOOL DISTRICT (BHUSD) FOR THE PROVISION, USE AND MAINTENANCE OF EDUCATIONAL, RECREATIONAL, AND COMMUNITY FACILITIES AND PROGRAMS FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$10,300,000**

### **RECOMMENDATION**

Staff recommends that the City Council approve a blanket purchase order to the Beverly Hills Unified School District (BHUSD) for the provision, use and maintenance of educational, recreational, and community facilities and programs for a total not-to-exceed amount of \$10,300,000.

### **INTRODUCTION**

In July 2008, the City of Beverly Hills entered into an agreement with Beverly Hills Unified School District (BHUSD), Agreement no. 259-08 commonly referred to as "JPA Agreement". The agreement specifies annual payments for use of School District Facilities through July 2012.

### **DISCUSSION**

The Agreement provides for base payments for facilities use of \$10,000,000 plus a 3% increase each year of the agreement. For fiscal year 2009-2010 the total payments will equal \$10,300,000 (collectively "FY 09/10 Base Payment"). Of the FY 09/10 base payment, the District will set aside \$600,000 in a separate fund and delineate the set-

aside amount in the District's budget for the sole purpose to fund the ongoing maintenance of turf at each of the District's four elementary schools.

**FISCAL IMPACT**

Funds were budgeted and are available in the JPA-Contractual Svs/Education (0108802-73410) program of the General Fund for this purpose.

**Item B. APPROVAL OF AMENDMENT NO. 2 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND TRUGREEN LANDCARE, LLC FOR LANDSCAPE MAINTENANCE SERVICES; AND,**

**APPROVAL OF A BLANKET PURCHASE ORDER FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$90,955.68**

**RECOMMENDATION**

Staff recommends that the City Council approve amendment no. 2 to the agreement and approve a blanket purchase order for a total not-to-exceed amount of \$90,955.68 with Trugreen Landcare, LLC for landscape maintenance services.

**INTRODUCTION**

In July 2004, the City entered into an agreement with Trugreen Landcare, LLC for landscape services throughout the City.

**DISCUSSION**

Amendment no. 2 extends the term of the agreement through September 30, 2009 to continue the maintenance of City landscape while staff the necessary prepare the necessary bid documents and evaluate vendor responses.

**FISCAL IMPACT**

Funds were budgeted and are available in the General Fund for both this interim period and the full year's service.

**Item C. APPROVAL OF AMENDMENT NO. 10 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; AND,**

**APPROVAL OF A PURCHASE ORDER IN A TOTAL NOT-TO-EXCEED AMOUNT OF \$225,789.94**

**RECOMMENDATION**

Staff recommends that the City Council approve amendment no. 10 to an agreement and approve a purchase order in a total not-to-exceed amount of \$225,789.94 with International Business Machines Corporation (IBM) for ongoing maintenance and support services for the City's data center.

**INTRODUCTION**

This amendment to the ongoing agreement with IBM for maintenance and support services provides for annual renewal of the necessary support for the City's computing infrastructure. Additionally, it updates the inventory of hardware, software and equipment, and provides for as-needed support services related to scheduled system services and repairs, for a total not-to-exceed amount of \$225,789.94.

**DISCUSSION**

Support of the City's computing infrastructure is necessary to ensure citywide business continuity and to provide continued access to required systems for provision of core services to the public.

**FISCAL IMPACT**

Funds were budgeted and are available in the Information Technology Internal Service Fund's Data Center program for this purpose.

**Item D. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND MATRIX IMAGING PRODUCTS, INC. FOR MAINTENANCE AND SUPPORT SERVICES RELATED TO THE CITY'S DOCUMENT AND RECORDS MANAGEMENT SYSTEM**

**RECOMMENDATION**

Staff recommends that the City Council approve an agreement between the City of Beverly Hills and Matrix Imaging Products, Inc. for maintenance and support services related to the City's document and records management system.

**INTRODUCTION**

In 2005 the City awarded Bid No. 05-20 to Matrix Imaging Products, Inc. for a comprehensive document and records management system. As a result, the City entered into a 3-year agreement with Matrix Imaging Products, Inc. for annual maintenance and support of the software, hardware and equipment comprising the system, which began one year from acceptance and expired June 2009.

**DISCUSSION**

The new agreement with Matrix Imaging Products, Inc. will provide for an annual purchase order of a not-to-exceed amount of \$35,000 per year for three years for the maintenance and support services, for a total not-to-exceed amount of \$105,000 during the term of the agreement.

**FISCAL IMPACT**

Funds were budgeted and are available in the Information Technology Internal Service Fund's Client Support Program for this purpose.

  
Noel Marquis  
Finance Approval

  
Scott G. Miller  
Approved By

AMENDMENT NO. 2 TO AN AGREEMENT BETWEEN THE  
CITY OF BEVERLY HILLS AND TRUGREEN LANDCARE,  
LLC FOR LANDSCAPE MAINTENANCE SERVICES

NAME OF VENDOR: TruGreen Landcare, LLC

RESPONSIBLE PRINCIPAL OF VENDOR: David Evans, Operations Manager

VENDOR'S ADDRESS: 1323 West 130<sup>th</sup> Street  
Gardena, CA 90247

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: Stephen M. Miller, Director of  
Community Services

COMMENCEMENT DATE: July 1, 2004

TERMINATION DATE: September 30, 2009

CONSIDERATION: Not to exceed \$430,200 per year as more  
particularly described in Exhibit B-1

AMENDMENT NO. 2 TO AN AGREEMENT BETWEEN THE  
CITY OF BEVERLY HILLS AND TRUGREEN LANDCARE,  
LLC FOR LANDSCAPE MAINTENANCE SERVICES

This Amendment No. 2 is to that certain Agreement, dated July 10, 2004 and identified as Contract No. 206-04, as amended by Amendment No. 1, dated June 13, 2008 and identified as Contract No. 204-08 (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 TruGreen LandCare, LLC ("VENDOR"), for landscape maintenance services.

RECITALS

A. CITY entered into a written Agreement, dated July 10, 2004, for landscaping maintenance services, which has been previously amended and extended.

B. CITY desires to further extend the Termination Date.

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

Section 1. The Termination Date shall be amended as set forth above.

Section 2. Except as amended by Sections 1 and 3 of Amendment No. 1 and specifically amended herein, all terms and conditions set forth in 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

\_\_\_\_\_  
NANCY KRASNE  
Mayor of the City of Beverly Hills,  
California

ATTEST:

\_\_\_\_\_  
(SEAL)  
BYRON POPE  
City Clerk

VENDOR:  
TRUGREEN LANDCARE, LLC

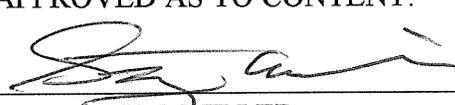
\_\_\_\_\_  
KEVIN WATTS  
Branch Manager

  
\_\_\_\_\_  
DAVID EVANS  
Operations Manager

APPROVED AS TO FORM

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
STEPHEN M. MILLER  
Director of Community Services

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

AMENDMENT NO. 10 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: | Sheila Bayati, Client Manager                                                                                                      |
| CONSULTANT'S ADDRESS:                | 600 Anton Boulevard<br>Costa Mesa, CA 92626                                                                                        |
| CITY'S ADDRESS:                      | City of Beverly Hills<br>455 N. Rexford Drive<br>Beverly Hills, CA 90210<br>Attention: David Schirmer<br>Chief Information Officer |
| COMMENCEMENT DATE:                   | December 2, 2003                                                                                                                   |
| TERMINATION DATE:                    | June 30, 2010                                                                                                                      |
| CONSIDERATION:                       | Not to exceed \$225,789.94 for annual maintenance and support services provided pursuant to Amendment                              |

AMENDMENT NO. 10 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. 10 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. On May 6, 2008, the Parties entered into that certain Amendment No. 5 to the Agreement entitled "Amendment No. 5 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, extend the term of the Agreement and increase the consideration.

G. On June 17, 2008, the Parties entered into that certain Amendment No. 6 to the Agreement entitled "Amendment No. 6 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" to modify the scope of services, extend the term of the Agreement and increase the Consideration.

H. On August 19, 2008, the Parties entered into that certain Amendment No. 7 to the Agreement entitled “Amendment No. 7 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” to extend the term of the Agreement and increase the Consideration.

I. On April 20, 2009, the Parties entered into that certain Amendment No. 8 to the Agreement entitled “Amendment No. 8” to add the Master Services Attachment for ServiceElite to Attachment A to the Customer Agreement Signature Page for Attachments.

J. On May 29, 2009 the Parties entered into that certain Amendment No. 9 to the Agreement entitled “Amendment No. 9” to modify the Scope of Services and the Consideration.

K. City and Consultant desire to further modify the Agreement to amend the Termination Date, the Consideration and the Scope of Work of the Agreement.

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

Section 1. The Termination Date shall be amended as set forth above for the Scope of Work set forth in this Amendment No. 10.

Section 2. The Consideration for the scope of work under this Amendment No. 10 shall be as set forth above.

Section 3. The Scope of Work set forth in this Exhibit A, shall be attached to and incorporated as part of the Agreement.

Section 4. Except as expressly modified by Section 3 of Amendment No. 6; Sections 1 and 2 of Amendment No. 8; Sections 2 and 3 of Amendment No. 9, and this Amendment No. 10, 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

\_\_\_\_\_  
NANCY KRASNE  
Mayor of the City of  
Beverly Hills, California

ATTEST:

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

VENDOR: INTERNATIONAL  
BUSINESS MACHINES CORPORATION

\_\_\_\_\_  
SHEILA BAYATI  
Client Manager

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
DAVID SCHIRMER  
Chief Information Officer

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

**EXHIBIT A**  
**SCOPE OF SERVICES**



# Schedule for Services

This Schedule contains a listing of the Eligible Machines at the Specified Locations identified below for which we will provide the identified Services as described in the referenced Statement of Work. These terms are in addition to those of the referenced Statement of Work and IBM International Customer Agreement (or any equivalent signed by both of us and identified below).

**Name and Address of Customer:**  
CITY OF BEVERLY HILLS

**Customer Billing Address:**  
CITY OF BEVERLY HILLS  
IT DEPT  
455 N REXFORD DR  
BEVERLY HILLS CA 90210-4857

**Business Partner Name and Address:**

**Agreement Number:** HQ12291  
**Statement of Work Number:** AN0PN2  
**Customer Number:** 01782976

**Revised Schedule (Yes/No):** No  
**Schedule Effective Date:** 10/23/2008  
**Proposal Reference Date:**

**\* Charge Period Charges / Payment Plan (Inclusive of MES):**

**WSU One Time Charges:** 0.00  
**SWMA ALF One Time Charges:** 0.00  
**MMS for CISCO HW One Time Charges:** 0.00  
**One Time Charges:** 0.00

**Maintenance Charges:** 110,520.68  
**Service Charges:** 0.00  
**\*TOTAL CHARGE PERIOD CHARGES:** 110,520.68  
Annually

**Charge Period:**  
**Start Date:** 08/01/2009  
**End Date:** 07/31/2010

**Accumulated Adjustment Invoicing option:** N

**Contract Term:** 1 Year(s)

\* Charges are based on the current inventory and services identified in this Schedule. Actual charges may vary with any additions, deletions, or changes to the inventory or services. Any applicable taxes are not included in the charge amounts herein but will be added to your invoice.

For a Machine subject to usage charges, in addition to the Service charge identified herein, you will be separately billed for usage in accordance with applicable usage rates and billing cycles.

**The Parties need not to sign this Schedule, unless either of us requests it.**

Agreed to:

By: \_\_\_\_\_  
Name (type or print): David Schirmer, CIO  
Date: \_\_\_\_\_

Agreed to:

**International Business Machines Corporation**

By: \_\_\_\_\_  
Name (type or print): \_\_\_\_\_  
Date: \_\_\_\_\_

  
Authorized signature  
Name (type or print): \_\_\_\_\_  
Date: June 24, 09



# Schedule for Services

## Enterprise Total for Charge Period by Customer Number Inclusive of MES:

| Customer No. | Customer Name         | Customer Location                                                         | Charges <sup>4</sup> |
|--------------|-----------------------|---------------------------------------------------------------------------|----------------------|
| 00985895     | CITY OF BEVERLY HILLS | 333 N FOOTHILL RD, PS MAINTENANCE SERVICE, BEVERLY HILLS CA<br>90210-3609 | 0.00                 |
| 01782748     | CITY OF BEVERLY HILLS | 455 N REXFORD DR, INFORMATION TECHNOLOGY, BEVERLY HILLS CA<br>90210-4857  | 317.49               |
| 01782812     | CITY OF BEVERLY HILLS | 9355 CIVIC CENTER DR, COMPUTER ROOM, BEVERLY HILLS CA<br>90210-3427       | 6,123.76             |
| 01782976     | CITY OF BEVERLY HILLS | 455 N REXFORD DR, IT DEPT, BEVERLY HILLS CA 90210-4817                    | 104,079.43           |
| <b>Total</b> |                       |                                                                           | <b>110,520.68</b>    |

Note: One Time Charges are not included in the Total



# Schedule for Services

## Maintenance Machine List

-----Eligible Machine Description-----

| Mfg                                                                      | Type | Mod/<br>Feat | Add/<br>Rem | Order/<br>Serial<br>Number | Related<br>Order/<br>Serial<br>Number | Product<br>Description          | Qty. | Type<br>of<br>Svc <sup>2</sup> | Maint.<br>Svc | Charges <sup>4</sup> | Charges<br>Start | Charges<br>Stop |
|--------------------------------------------------------------------------|------|--------------|-------------|----------------------------|---------------------------------------|---------------------------------|------|--------------------------------|---------------|----------------------|------------------|-----------------|
| IBM                                                                      | 7979 | AC1          |             | 00KQXBZR1                  | 00985895                              | SYSTEM X3650                    | 1    | B                              | 1             | 0.00 W               | 03/20/2011       |                 |
| Specified Location: 00985895<br>City, State: BEVERLY HILLS CA 90210-3609 |      |              |             |                            |                                       |                                 |      |                                |               |                      |                  |                 |
| Subtotal<br>Without<br>MES                                               |      |              |             |                            |                                       |                                 |      |                                |               | 0.00                 |                  |                 |
| Subtotal<br>With<br>MES                                                  |      |              |             |                            |                                       |                                 |      |                                |               | 0.00                 |                  |                 |
| IBM                                                                      | 1723 | HC1          |             | 0023P5779                  | 01782748                              | 1U FLAT PNL MONITOR CONS KIT    | 1    | B                              | 1             | 105.83 W             | 11/18/2009       |                 |
| IBM                                                                      | 1723 | HC1          |             | 0023P5781                  |                                       | 1U FLAT PNL MONITOR CONS KIT    | 1    | B                              | 1             | 105.83 W             | 11/18/2009       |                 |
| IBM                                                                      | 1723 | HC1          |             | 0023P5783                  |                                       | 1U FLAT PNL MONITOR CONS KIT    | 1    | B                              | 1             | 105.83 W             | 11/18/2009       |                 |
| Subtotal<br>Without<br>MES                                               |      |              |             |                            |                                       |                                 |      |                                |               | 317.49               |                  |                 |
| Subtotal<br>With<br>MES                                                  |      |              |             |                            |                                       |                                 |      |                                |               | 317.49               |                  |                 |
| IBM                                                                      | 4364 | AC1          |             | 00KQZXT78                  | 01782812                              | IBM SYSTEM X3250                | 1    | B                              | 1             | 500.00               |                  |                 |
| IBM                                                                      | 7026 | 6H1          |             | 00006753F                  |                                       | 7026 6H1 P SERIES 660 MODEL 6H1 | 1    | A                              | 1             | 2,548.80             |                  |                 |
| IBM                                                                      | 7978 | AC1          |             | 0099N1781                  |                                       | SYSTEM X3550 SERVER             | 1    | B                              | 1             | 0.00 W               | 08/12/2011       |                 |
| IBM                                                                      | 7978 | AC1          |             | 0099N1782                  |                                       | SYSTEM X3550 SERVER             | 1    | B                              | 1             | 0.00 W               | 08/12/2011       |                 |
| IBM                                                                      | 7978 | AC1          |             | 0099N1787                  |                                       | SYSTEM X3550 SERVER             | 1    | B                              | 1             | 0.00 W               | 08/12/2011       |                 |
| IBM                                                                      | 7978 | AC1          |             | 0099N1789                  |                                       | SYSTEM X3550 SERVER             | 1    | B                              | 1             | 0.00 W               | 08/12/2011       |                 |
| IBM                                                                      | 7978 | AC1          |             | 0099N1793                  |                                       | SYSTEM X3550 SERVER             | 1    | B                              | 1             | 0.00 W               | 08/12/2011       |                 |
| IBM                                                                      | 7978 | AC1          |             | 0099V3849                  |                                       | SYSTEM X3550 SERVER             | 1    | B                              | 1             | 0.00 W               | 03/06/2012       |                 |
| IBM                                                                      | 7978 | AC1          |             | 00KQKTMAG                  |                                       | SYSTEM X3550 SERVER             | 1    | B                              | 1             | 0.00 W               | 04/12/2012       |                 |
| IBM                                                                      | 7979 | AC1          |             | 0099B1206                  |                                       | SYSTEM X3650                    | 1    | B                              | 1             | 472.50 W             | 11/20/2009       |                 |
| IBM                                                                      | 7979 | AC1          |             | 00KQBCVMD                  |                                       | SYSTEM X3650                    | 1    | B                              | 1             | 0.00 W               | 06/27/2011       |                 |
| IBM                                                                      | 7979 | 71U          |             | 00KQHDDGC                  |                                       | XSER3650 3.0GHZ 4MB 1G 0HD      | 1    | B                              | 1             | 0.00 W               | 12/27/2011       |                 |
| IBM                                                                      | 7979 | AC1          |             | 00KQLWL16                  |                                       | SYSTEM X3650                    | 1    | B                              | 1             | 350.62 W             | 01/25/2010       |                 |

See Legend for Details



# Schedule for Services

## Maintenance Machine List

-----Eligible Machine Description-----

| MFG                                 | Type | Mod/<br>Feat | Add/<br>Rem | Order/<br>Serial<br>Number | Related<br>Order/<br>Serial<br>Number | Product<br>Description    | Qty. | Type<br>of<br>Svc <sup>2</sup> | Maint.<br>Svc | Charges <sup>4</sup> | Charges<br>Start | Charges<br>Stop |
|-------------------------------------|------|--------------|-------------|----------------------------|---------------------------------------|---------------------------|------|--------------------------------|---------------|----------------------|------------------|-----------------|
| IBM                                 | 7979 | AC1          |             | 00KQLZN72                  |                                       | SYSTEM X3650              | 1    | B                              | 1             | 350.62 W             | 01/25/2010       |                 |
| IBM                                 | 7979 | AC1          |             | 00KQNKX54                  |                                       | SYSTEM X3650              | 1    | B                              | 1             | 350.62 W             | 01/25/2010       |                 |
| IBM                                 | 7979 | AC1          |             | 00KQYCY77                  |                                       | SYSTEM X3650              | 1    | B                              | 1             | 0.00 W               | 04/26/2011       |                 |
| IBM                                 | 8840 | 15U          |             | 00KQTRT2M                  |                                       | XSER346 3.0G 2MB 1GB/0HDD | 1    | B                              | 1             | 675.00               |                  |                 |
| IBM                                 | 8852 | HC1          |             | 0099B8861                  |                                       | BLADECENTER H             | 1    | B                              | 1             | 0.00 W               | 06/18/2011       |                 |
| IBM                                 | 8853 | AC1          |             | 0099BL520                  |                                       | BLADECENTER HS21          | 1    | B                              | 1             | 0.00 W               | 06/24/2011       |                 |
| IBM                                 | 8853 | AC1          |             | 0099BL545                  |                                       | BLADECENTER HS21          | 1    | B                              | 1             | 0.00 W               | 06/24/2011       |                 |
| IBM                                 | 8864 | AC1          |             | 0099A4849                  |                                       | IBM SYSTEM X3850          | 1    | B                              | 1             | 328.91 W             | 03/04/2010       |                 |
| IBM                                 | 8864 | AC1          |             | 0099A9624                  |                                       | IBM SYSTEM X3850          | 1    | B                              | 1             | 182.23 W             | 05/10/2010       |                 |
| IBM                                 | 8864 | AC1          |             | 0099A9625                  |                                       | IBM SYSTEM X3850          | 1    | B                              | 1             | 182.23 W             | 05/10/2010       |                 |
| IBM                                 | 8864 | AC1          |             | 0099A9627                  |                                       | IBM SYSTEM X3850          | 1    | B                              | 1             | 182.23 W             | 05/10/2010       |                 |
| <b>Subtotal<br/>Without<br/>MES</b> |      |              |             |                            |                                       |                           |      |                                |               | <b>6,123.76</b>      |                  |                 |

**Subtotal  
With  
MES**

**6,123.76**

### Specified Location: 01782976

City, State: BEVERLY HILLS CA 90210-4817

|     |      |     |  |           |  |                                 |   |   |   |            |            |  |
|-----|------|-----|--|-----------|--|---------------------------------|---|---|---|------------|------------|--|
| IBM | 1723 | 1NX |  | 0023B4796 |  | FLAT PANEL MONITOR WO/KEYB      | 1 | B | 1 | 150.00     |            |  |
| IBM | 1735 | L04 |  | 002367062 |  | NETBAY LOCAL CONSOLE MANAGER    | 1 | B | 1 | 120.00     |            |  |
| IBM | 1814 | 7VA |  | 00131750D |  | DS4200 EXPRESS MODEL 7V         | 1 | B | 1 | 0.00 W     | 05/15/2011 |  |
| IBM | 1814 | 7VA |  | 00131751K |  | DS4200 EXPRESS MODEL 7V         | 1 | B | 1 | 0.00 W     | 05/15/2011 |  |
| IBM | 1814 | 7VA |  | 00133589M |  | DS4200 EXPRESS MODEL 7V         | 1 | B | 1 | 1,208.87 W | 03/24/2010 |  |
| IBM | 2104 | DU3 |  | 0000DBAD4 |  | EXPANDABLE STORAGE PLUS         | 1 | A | 1 | 1,874.88   |            |  |
| IBM | 2105 | F20 |  | 000021708 |  | ENTERPRISE STORAGE SERVER       | 1 | B | 1 | 44,520.00  |            |  |
| IBM | 3584 | L32 |  | 000011655 |  | UL TRASCALABLE TAPE LIBRARY     | 1 | A | 1 | 11,845.44  |            |  |
| IBM | 7014 | T42 |  | 00007289F |  | RS/6000 SYSTEM RACK             | 1 | A | 1 | 317.16     |            |  |
| IBM | 7014 | T42 |  | 0000728AF |  | RS/6000 SYSTEM RACK             | 1 | A | 1 | 317.16     |            |  |
| IBM | 7014 | T42 |  | 000072A4F |  | RS/6000 SYSTEM RACK             | 1 | A | 1 | 317.16     |            |  |
| IBM | 7014 | T42 |  | 000072A5F |  | RS/6000 SYSTEM RACK             | 1 | A | 1 | 317.16     |            |  |
| IBM | 7026 | 6H1 |  | 0000672AF |  | 7026 6H1 P/SERIES 660 MODEL 6H1 | 1 | A | 1 | 2,548.80   |            |  |

**See Legend for Details**



# Schedule for Services

## Maintenance Machine List

-----Eligible Machine Description-----

| Mfg | Type | Mod/<br>Feat | Add/<br>Rem | Order/<br>Serial<br>Number | Related<br>Order/<br>Serial<br>Number | Product<br>Description          | Qty. | Type<br>of<br>Svc <sup>2</sup> | Maint.<br>Svc <sup>3</sup> | Charges <sup>4</sup> | Charges<br>Start <sup>5</sup> | Charges<br>Stop <sup>5</sup> |
|-----|------|--------------|-------------|----------------------------|---------------------------------------|---------------------------------|------|--------------------------------|----------------------------|----------------------|-------------------------------|------------------------------|
| IBM | 7026 | 6H1          |             | 00006882F                  |                                       | 7026 6H1 P SERIES 660 MODEL 6H1 | 1    | A                              | 1                          | 2,548.80             |                               |                              |
| IBM | 7026 | 6H1          |             | 0000DDADA                  |                                       | 7026 6H1 P SERIES 660 MODEL 6H1 | 1    | B                              | 1                          | 3,540.00             |                               |                              |
| IBM | 7978 | MC1          |             | 00KQLDZ72                  |                                       | SYSTEM X3650 SERVER             | 1    | B                              | 1                          | 280.58               | 01/10/2010                    |                              |
| IBM | 7979 | 71U          |             | 0099P8312                  |                                       | XSER3650 3.0GHZ 4MB 1G 0HD      | 1    | B                              | 1                          | 0.00                 | 11/09/2010                    |                              |
| IBM | 7979 | 71U          |             | 00KDKWNBH                  |                                       | XSER3650 3.0GHZ 4MB 1G 0HD      | 1    | B                              | 1                          | 0.00                 | 12/03/2010                    |                              |
| IBM | 7979 | 71U          |             | 00KDKWNCB                  |                                       | XSER3650 3.0GHZ 4MB 1G 0HD      | 1    | B                              | 1                          | 0.00                 | 12/03/2010                    |                              |
| IBM | 7979 | 71U          |             | 00KDKWNGT                  |                                       | XSER3650 3.0GHZ 4MB 1G 0HD      | 1    | B                              | 1                          | 0.00                 | 12/03/2010                    |                              |
| IBM | 7979 | 71U          |             | 00KDKWNMA                  |                                       | XSER3650 3.0GHZ 4MB 1G 0HD      | 1    | B                              | 1                          | 0.00                 | 12/03/2010                    |                              |
| IBM | 7979 | 71U          |             | 00KDKWNXH                  |                                       | XSER3650 3.0GHZ 4MB 1G 0HD      | 1    | B                              | 1                          | 0.00                 | 12/03/2010                    |                              |
| IBM | 7979 | 71U          |             | 00KDKWPKM                  |                                       | XSER3650 3.0GHZ 4MB 1G 0HD      | 1    | B                              | 1                          | 0.00                 | 12/03/2010                    |                              |
| IBM | 7979 | AC1          |             | 00KQADCPX                  |                                       | SYSTEM X3650                    | 1    | B                              | 1                          | 0.00                 | 05/14/2011                    |                              |
| IBM | 7979 | 71U          |             | 00KQLZN39                  |                                       | XSER3650 3.0GHZ 4MB 1G 0HD      | 1    | B                              | 1                          | 350.62               | 01/25/2010                    |                              |
| IBM | 7979 | 71U          |             | 00KQMKYC9                  |                                       | XSER3650 3.0GHZ 4MB 1G 0HD      | 1    | B                              | 1                          | 0.00                 | 02/05/2011                    |                              |
| IBM | 7979 | 71U          |             | 00KQWCY28                  |                                       | XSER3650 3.0GHZ 4MB 1G 0HD      | 1    | B                              | 1                          | 226.88               | 03/31/2010                    |                              |
| IBM | 7979 | AC1          |             | 00KQXCZC9                  |                                       | SYSTEM X3650                    | 1    | B                              | 1                          | 0.00                 | 03/19/2011                    |                              |
| IBM | 7979 | 7AU          |             | 00KQYBGN7                  |                                       | XSER3650 3.0GHZ 4MB 1G 0HD      | 1    | B                              | 1                          | 0.00                 | 04/26/2011                    |                              |
| IBM | 7979 | 7AU          |             | 00KQYBGT1                  |                                       | XSER3650 3.0GHZ 4MB 1G 0HD      | 1    | B                              | 1                          | 0.00                 | 04/26/2011                    |                              |
| IBM | 7979 | AC1          |             | 00KQYGV22                  |                                       | SYSTEM X3650                    | 1    | B                              | 1                          | 180.00               | 04/26/2010                    |                              |
| IBM | 7979 | AC1          |             | 00KQYDAD5                  |                                       | SYSTEM X3650                    | 1    | B                              | 1                          | 180.00               | 04/26/2010                    |                              |
| IBM | 7984 | AC1          |             | 00KQYDZM6                  |                                       | IBM SYSTEM X3455                | 1    | B                              | 1                          | 500.00               |                               |                              |
| IBM | 8654 | 51Y          |             | 0078TN263                  |                                       | XSER330 1.0G 256 256/0HD S      | 1    | A                              | 1                          | 333.33               |                               |                              |
| IBM | 8654 | 51Y          |             | 0078TN748                  |                                       | XSER330 1.0G 256 256/0HD S      | 1    | A                              | 1                          | 333.33               |                               |                              |
| IBM | 8670 | K1X          |             | 00KPMCZL9                  |                                       | XSER345 2.67G 512 512/0HDD S    | 1    | B                              | 1                          | 675.00               |                               |                              |
| IBM | 8670 | K1X          |             | 00KPMCZM0                  |                                       | XSER345 2.67G 512 512/0HDD S    | 1    | B                              | 1                          | 675.00               |                               |                              |
| IBM | 8670 | K1X          |             | 00KPMCZN2                  |                                       | XSER345 2.67G 512 512/0HDD S    | 1    | B                              | 1                          | 675.00               |                               |                              |
| IBM | 8670 | K1X          |             | 00KPMDCX5                  |                                       | XSER345 2.67G 512 512/0HDD S    | 1    | B                              | 1                          | 675.00               |                               |                              |
| IBM | 8676 | 21X          |             | 00KPBALL5                  |                                       | XSER335 3.06G 512 512/0HD S     | 1    | A                              | 1                          | 333.33               |                               |                              |
| IBM | 8676 | M1X          |             | 00KPPCRG1                  |                                       | XSER335 3.06G 512 512/0HDD S    | 1    | B                              | 1                          | 500.00               |                               |                              |
| IBM | 8676 | M1X          |             | 00KPPCRH2                  |                                       | XSER335 3.06G 512 512/0HDD S    | 1    | B                              | 1                          | 500.00               |                               |                              |
| IBM | 8676 | M1X          |             | 00KPPCRN6                  |                                       | XSER335 3.06G 512 512/0HDD S    | 1    | B                              | 1                          | 500.00               |                               |                              |
| IBM | 8682 | 5RY          |             | 0078L9807                  |                                       | XSER350 700 2 512/0HD S         | 1    | A                              | 1                          | 999.99               |                               |                              |

See Legend for Details



# Schedule for Services

## Maintenance Machine List

-----Eligible Machine Description-----

| Mfg | Type | Mod/<br>Feat | Add/<br>Rem | Order/<br>Serial<br>Number | Related<br>Order/<br>Serial<br>Number | Product<br>Description        | Qty. | Type<br>of<br>Svc <sup>2</sup> | Maint.<br>Svc | Charges <sup>4</sup> | Charges<br>Start <sup>5</sup> | Charges<br>Stop <sup>6</sup> |
|-----|------|--------------|-------------|----------------------------|---------------------------------------|-------------------------------|------|--------------------------------|---------------|----------------------|-------------------------------|------------------------------|
| IBM | 8686 | 8RX          |             | 00KPPAPG9                  |                                       | XSER360 2X1.9G 1MB 2GB/0HD S  | 1    | A                              | 1             | 533.33               |                               |                              |
| IBM | 8686 | 8RX          |             | 00KPPAPM3                  |                                       | XSER360 2X1.9G 1MB 2GB/0HD S  | 1    | A                              | 1             | 533.33               |                               |                              |
| IBM | 8836 | 1SU          |             | 00KPBPT81                  |                                       | XSER306 2.8G 1MB 512/0HDD E   | 1    | B                              | 1             | 500.00               |                               |                              |
| IBM | 8837 | 11U          |             | 00KPZWR99                  |                                       | XSER336 3.0G 1MB 1GB/0HD3.5 S | 1    | B                              | 1             | 500.00               |                               |                              |
| IBM | 8837 | 11U          |             | 00KPZWT02                  |                                       | XSER336 3.0G 1MB 1GB/0HD3.5 S | 1    | B                              | 1             | 500.00               |                               |                              |
| IBM | 8837 | 11U          |             | 00KPZWT05                  |                                       | XSER336 3.0G 1MB 1GB/0HD3.5 S | 1    | B                              | 1             | 500.00               |                               |                              |
| IBM | 8837 | 11U          |             | 00KPZWT16                  |                                       | XSER336 3.0G 1MB 1GB/0HD3.5 S | 1    | B                              | 1             | 500.00               |                               |                              |
| IBM | 8837 | 11U          |             | 00KPZWT21                  |                                       | XSER336 3.0G 1MB 1GB/0HD3.5 S | 1    | B                              | 1             | 500.00               |                               |                              |
| IBM | 8837 | 25U          |             | 00KQAZC0H                  |                                       | XSER336 3.2G 2MB 1GB/0HDD S   | 1    | A                              | 1             | 333.33               |                               |                              |
| IBM | 8837 | 25U          |             | 00KQAZC5M                  |                                       | XSER336 3.2G 2MB 1GB/0HDD S   | 1    | A                              | 1             | 333.33               |                               |                              |
| IBM | 8837 | 25U          |             | 00KQAZD1V                  |                                       | XSER336 3.2G 2MB 1GB/0HDD S   | 1    | A                              | 1             | 333.33               |                               |                              |
| IBM | 8837 | E1U          |             | 00KQNWG8P                  |                                       | XSER336 3.0G 2MB 2GB/0HDD S   | 1    | B                              | 1             | 500.00               |                               |                              |
| IBM | 8837 | E1U          |             | 00KQNWG8R                  |                                       | XSER336 3.0G 2MB 2GB/0HDD S   | 1    | B                              | 1             | 500.00               |                               |                              |
| IBM | 8837 | E1U          |             | 00KQNWG8T                  |                                       | XSER336 3.0G 2MB 2GB/0HDD S   | 1    | B                              | 1             | 500.00               |                               |                              |
| IBM | 8837 | E1U          |             | 00KQNWG8V                  |                                       | XSER336 3.0G 2MB 2GB/0HDD S   | 1    | B                              | 1             | 500.00               |                               |                              |
| IBM | 8837 | E1U          |             | 00KQNWK7L                  |                                       | XSER336 3.0G 2MB 2GB/0HDD S   | 1    | B                              | 1             | 500.00               |                               |                              |
| IBM | 8837 | E1U          |             | 00KQNWK7M                  |                                       | XSER336 3.0G 2MB 2GB/0HDD S   | 1    | B                              | 1             | 500.00               |                               |                              |
| IBM | 8837 | E1U          |             | 00KQPGW7R                  |                                       | XSER336 3.0G 2MB 2GB/0HDD S   | 1    | B                              | 1             | 500.00               |                               |                              |
| IBM | 8840 | 45U          |             | 00KQBPY1K                  |                                       | XSER346 3.6G 2MB 1GB/0HDD     | 1    | A                              | 1             | 450.00               |                               |                              |
| IBM | 8863 | E5U          |             | 00KQCMZ1G                  |                                       | XSER366 2X3.6GHZ 1MB 2GB 0HD  | 1    | A                              | 1             | 490.00               |                               |                              |
| IBM | 8863 | E5U          |             | 00KQCYR0Z                  |                                       | XSER366 2X3.6GHZ 1MB 2GB 0HD  | 1    | A                              | 1             | 490.00               |                               |                              |
| IBM | 8864 | AC1          |             | 0099A8951                  |                                       | IBM SYSTEM X3850              | 1    | B                              | 1             | 213.34 W             | 04/26/2010                    |                              |
| IBM | 9307 | 4SX          |             | 0023A1870                  |                                       | S2 42U STAND RACK CABINET     | 1    | B                              | 1             | 443.00               |                               |                              |
| IBM | 9511 | AG4          |             | 0055FA193                  |                                       | T540 15.0INLCD 15.0V BLK MPR  | 1    | A                              | 1             | 130.00               |                               |                              |
| IBM | 9511 | AG4          |             | 0055FA196                  |                                       | T540 15.0INLCD 15.0V BLK MPR  | 1    | A                              | 1             | 130.00               |                               |                              |
| IBM | 9511 | AG4          |             | 0055FA197                  |                                       | T540 15.0INLCD 15.0V BLK MPR  | 1    | A                              | 1             | 130.00               |                               |                              |
| IBM | 9511 | AG4          |             | 0055FB984                  |                                       | T540 15.0INLCD 15.0V BLK MPR  | 1    | A                              | 1             | 130.00               |                               |                              |
| IBM | 9511 | AG4          |             | 0055FB994                  |                                       | T540 15.0INLCD 15.0V BLK MPR  | 1    | A                              | 1             | 130.00               |                               |                              |
| IBM | 9511 | AG4          |             | 0055FC079                  |                                       | T540 15.0INLCD 15.0V BLK MPR  | 1    | A                              | 1             | 130.00               |                               |                              |
| IBM | 9511 | AG4          |             | 0055FC096                  |                                       | T540 15.0INLCD 15.0V BLK MPR  | 1    | A                              | 1             | 130.00               |                               |                              |
| IBM | 1812 | 81A          |             | 00136608T                  |                                       | DS4000 EXP810 EXPANSION UNIT  | 1    | B                              | 1             | 766.68 W             | 03/14/2010                    |                              |

See Legend for Details



# Schedule for Services

## Maintenance Machine List

-----Eligible Machine Description-----

| Mfg                                                                         | Type           | Mod/<br>Feat | Add/<br>Rem | Order/<br>Serial<br>Number | Related<br>Order/<br>Serial<br>Number | Product<br>Description       | Qty. | Type<br>of<br>Svc <sup>2</sup> | Maint.<br>Svc | Charges <sup>4</sup> | Charges<br>Start <sup>6</sup> | Charges<br>Stop <sup>5</sup> |
|-----------------------------------------------------------------------------|----------------|--------------|-------------|----------------------------|---------------------------------------|------------------------------|------|--------------------------------|---------------|----------------------|-------------------------------|------------------------------|
| IBM                                                                         | 1814           | 70A          |             | 00138595N                  |                                       | DS4700 EXPRESS MODEL 70      | 1    | B                              | 1             | 1,303.32             | 03/14/2010                    |                              |
| IBM                                                                         | 2861           | 001          |             | 000012248                  |                                       | EXN1000 SATA EXPANSION UNIT  | 1    | A                              | 1             | 0.00                 | 04/30/2012                    |                              |
| IBM                                                                         | 1812           | 81A          |             | 00136944Y                  |                                       | DS4000 EXP810 EXPANSION UNIT | 1    | B                              | 1             | 183.34               | 06/29/2010                    |                              |
| IBM                                                                         | 1812           | 81A          |             | 00136945A                  |                                       | DS4000 EXP810 EXPANSION UNIT | 1    | B                              | 1             | 183.34               | 06/29/2010                    |                              |
| IBM                                                                         | 2101           | N00          |             | 00001027W                  |                                       | STORAGE SOLUTIONS RACK       | 1    | B                              | 1             | 370.60               | 09/05/2009                    |                              |
| IBM                                                                         | 2861           | 001          |             | 000009113                  |                                       | EXN1000 SATA EXPANSION UNIT  | 1    | A                              | 1             | 0.00                 | 04/15/2011                    |                              |
| IBM                                                                         | 2861           | 001          |             | 000009114                  |                                       | EXN1000 SATA EXPANSION UNIT  | 1    | A                              | 1             | 0.00                 | 04/15/2011                    |                              |
| IBM                                                                         | 2861           | 001          |             | 000009115                  |                                       | EXN1000 SATA EXPANSION UNIT  | 1    | A                              | 1             | 0.00                 | 04/15/2011                    |                              |
| IBM                                                                         | 2861           | 001          |             | 000009116                  |                                       | EXN1000 SATA EXPANSION UNIT  | 1    | A                              | 1             | 0.00                 | 04/15/2011                    |                              |
| IBM                                                                         | 2861           | 001          |             | 000009117                  |                                       | EXN1000 SATA EXPANSION UNIT  | 1    | A                              | 1             | 0.00                 | 04/15/2011                    |                              |
| IBM                                                                         | 2861           | 001          |             | 000011399                  |                                       | EXN1000 SATA EXPANSION UNIT  | 1    | A                              | 1             | 0.00                 | 01/28/2012                    |                              |
| IBM                                                                         | 2861           | 001          |             | 000011400                  |                                       | EXN1000 SATA EXPANSION UNIT  | 1    | A                              | 1             | 0.00                 | 01/28/2012                    |                              |
| IBM                                                                         | 2861           | 001          |             | 000011401                  |                                       | EXN1000 SATA EXPANSION UNIT  | 1    | A                              | 1             | 0.00                 | 01/28/2012                    |                              |
| IBM                                                                         | 2868           | A20          |             | 000000199                  |                                       | N5600 MODEL A20              | 1    | A                              | 1             | 0.00                 | 04/15/2011                    |                              |
| IBM                                                                         | 3584           | D53          |             | 000042452                  |                                       | TS3500 EXPANSION FRAME       | 1    | B                              | 1             | 753.67               | 09/09/2009                    |                              |
| IBM                                                                         | 3583           | L72          |             | 000025227                  |                                       | ULTRIUM TAPE LIBRARY         | 1    | B                              | 1             | 11,412.00            |                               |                              |
| <b>Subtotal</b>                                                             | <b>Without</b> | <b>MES</b>   |             |                            |                                       |                              |      |                                |               | <b>104,079.43</b>    |                               |                              |
| <b>Subtotal</b>                                                             | <b>With</b>    | <b>MES</b>   |             |                            |                                       |                              |      |                                |               | <b>104,079.43</b>    |                               |                              |
| <b>Total Charge Period Charges for Maintenance Machine List Without MES</b> |                |              |             |                            |                                       |                              |      |                                |               | <b>\$110,520.68</b>  |                               |                              |
| <b>Total Charge Period Charges for Maintenance Machine List With MES</b>    |                |              |             |                            |                                       |                              |      |                                |               | <b>\$110,520.68</b>  |                               |                              |

Subtotal  
Without  
MES

Subtotal  
With  
MES

Total Charge Period Charges for Maintenance Machine List Without MES

Total Charge Period Charges for Maintenance Machine List With MES

See Legend for Details



# Schedule for Services

## Legends:

<sup>1</sup> Charge adjustments related to inventory and service changes will be accumulated and invoiced with your next standard invoicing cycle (may be sooner for annual or semiannual payment plans)

### <sup>2</sup>TYPE OF SERVICE

- A) On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, next business day
- B) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day.
- C) On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, 4 hour response objective  
This type of repair service includes a response objective and is not a guarantee.
- D) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day, 2 hour response objective.  
This type of repair service includes a response objective and is not a guarantee.
- X) EasyServe (remotely delivered services)

### <sup>3</sup>MAINTENANCE SERVICES

- 1) Maintenance of IBM Machines
- 2) Maintenance of non-IBM Machines
- 3) Warranty Service Upgrade
- 4) Maintenance of Cisco Products
- 5) Maintenance of IBM Machines - Enhanced Service Response
- 6) Service for Machines Withdrawn from IBM Maintenance
- 7) Non-IBM Service for Machines Withdrawn from IBM Maintenance
- 8) Maintenance of IBM Machines (Labor Only)
- 9) Non-IBM Memory Exchange
- 10) Enhanced Parts Inventory
- 11) Spare Machine
- 12) Key Operator Support
- 13) Maintenance of non-IBM Machines during the Manufacturer's Warranty Period
- 16) IBM Maintenance Services - First Line Maintenance for Wincor Nixdorf ATMs
- 17) IBM Maintenance Services - Applications Maintenance Services for Wincor Nixdorf ATMs
- 18) Post Installation Coverage (PIC) Service Upgrade, for selected Non-IBM Machines

### <sup>4</sup>Charges shown are for the Charge Period

- A (C) indicates a Machine that will have Usage Charges billed separately
- An (E) indicates a Machine that has been announced as withdrawn from generally available Maintenance Service
- An (H) identifies a Machine on an existing ServiceElite/ServiceSuite/ ServiceElect CHIS contract with duplicate Maintenance Services Coverage
- A (K) indicates Assumptive Products included in the total Charge Period Price that are based on the customer provided configuration
- An (N) indicates that the product is a non-GSA Schedule item
- An (O) indicates a One Time Charge
- A (P) indicates averaged billing or annual prepayment
- An (R) indicates the usage charge rate (Feet, Hours, or Impressions) for a machine under a usage plan
- A (U) indicates Usage Charges which are measured in either Feet, Hours, or Impressions
- A (W) indicates a Machine under Warranty
- An (X) indicates On-order Products which are shown for planning purposes only
- A (Y) indicates On-order MES products which are shown for planning purposes only. These charges are included in the related machine.

<sup>5</sup> Charges Start/Stop dates shown are those that differ from the Contract Period Start/End Dates



# Schedule for Services

This Schedule contains a listing of the Eligible Machines at the Specified Locations identified below for which we will provide the identified Services as described in the referenced Statement of Work. These terms are in addition to those of the referenced Statement of Work and IBM International Customer Agreement (or any equivalent signed by both of us and identified below).

**Name and Address of Customer:**  
CITY OF BEVERLY HILLS

**Customer Billing Address:**  
CITY OF BEVERLY HILLS  
IT DEPT  
455 N REXFORD DR  
BEVERLY HILLS CA 90210-4857

**Business Partner Name and Address:**

**Agreement Number:** HQ12291  
**Statement of Work Number:** AH0PN6  
**Customer Number:** 01782976

**Revised Schedule (Yes/No):** No  
**Schedule Effective Date:** 10/23/2008  
**Proposal Reference Date:**

**Charge Period Charges / Payment Plan (Inclusive of MES):**

WSU One Time Charges: 0.00  
SWMA ALF One Time Charges: 0.00  
MMS for CISCO HW One Time Charges: 0.00  
One Time Charges:

**Maintenance Charges:**  
**Service Charges:**

**TOTAL CHARGE PERIOD CHARGES:** 0.00  
Annually

**Charge Period:**  
**Start Date:** 0.00  
**End Date:** 3,592.00

08/01/2009  
07/31/2010

**Accumulated Adjustment Invoicing option:** N

**Contract Term:** 1 Year(s)

\* Charges are based on the current inventory and services identified in this Schedule. Actual charges may vary with any additions, deletions, or changes to the inventory or services. Any applicable taxes are not included in the charge amounts herein but will be added to your invoice.

For a Machine subject to usage charges, in addition to the Service charge identified herein, you will be separately billed for usage in accordance with applicable usage rates and billing cycles.

**The Parties need not to sign this Schedule, unless either of us requests it.**

Agreed to:

By: David Schirmer, CIO  
Authorized signature  
Name (type or print):  
Date:

Agreed to:

International Business Machines Corporation

By: [Signature]  
Authorized signature  
Name (type or print):  
Date:

# EBM Schedule for Services

**Enterprise Total for Charge Period by Customer Number Inclusive of MES:**

| Customer No. | Customer Name         | Customer Location                                      | Charges <sup>4</sup> |
|--------------|-----------------------|--------------------------------------------------------|----------------------|
| 01782976     | CITY OF BEVERLY HILLS | 455 N REXFORD DR, IT DEPT, BEVERLY HILLS CA 90210-4817 | 3,592.00             |
| <b>Total</b> |                       |                                                        | <b>3,592.00</b>      |

Note: One Time Charges are not included in the Total



# Schedule for Services

## Services List

Customer Technical Contact Name (if applicable):  
 Customer Primary Technical Contact name :  
 Customer Primary Technical Contact phone number :

-----Eligible Machine Description-----

| Type | Model | Serial/Order Number | Support/Service | Product Group/Service Option | Qty | Charges | Services Start | Charges Start | Charges Stop |
|------|-------|---------------------|-----------------|------------------------------|-----|---------|----------------|---------------|--------------|
|------|-------|---------------------|-----------------|------------------------------|-----|---------|----------------|---------------|--------------|

Specified Location: 01782976

City, State: BEVERLY HILLS CA 90210-4817

SWMA FOR AIX

898.00

SUBSCRIPTION  
SUPPORT  
E5

NUMBER OF PROCESSORS 2  
PRIME SHIFT 1

7026 6H1 0000DDADA

SWMA FOR AIX

898.00

SUPPORT  
SUBSCRIPTION  
E5

NUMBER OF PROCESSORS 2  
PRIME SHIFT 1

7026 6H1 0000672AF

SWMA FOR AIX

898.00

SUPPORT  
SUBSCRIPTION  
E5

NUMBER OF PROCESSORS 2  
PRIME SHIFT 1

7026 6H1 00006753F

SWMA FOR AIX

898.00

SUPPORT  
SUBSCRIPTION  
E5

NUMBER OF PROCESSORS 2  
PRIME SHIFT 1

See Legend for Details



# Schedule for Services

## Services List

-----Eligible Machine Description-----

| Type | Model | Serial/Order Number | Support Service | Product Group/Service Option | Qty | Charges <sup>1</sup> | Services Start | Charges Start | Charges Stop |
|------|-------|---------------------|-----------------|------------------------------|-----|----------------------|----------------|---------------|--------------|
| 7026 | 6H1   | 00006882F           |                 |                              | 1   |                      |                |               |              |

Subtotal  
 Total Charge Period Charges for Services List  
 3,592.00  
 \$ 3,592.00

Note: One Time Charges are not included in these totals.  
 See Legend for Details



# Schedule for Services

## Legends:

<sup>1</sup>Charge adjustments related to inventory and service changes will be accumulated and invoiced with your next standard invoicing cycle (may be sooner for annual or semiannual payment plans)

## <sup>2</sup>TYPE OF SERVICE

- A) On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, next business day
- B) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day.
- C) On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, 4 hour response objective  
This type of repair service includes a response objective and is not a guarantee.
- D) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day, 2 hour response objective.  
This type of repair service includes a response objective and is not a guarantee.
- X) EasyServe (remotely delivered services)

## <sup>3</sup>MAINTENANCE SERVICES

- 1) Maintenance of IBM Machines
- 2) Maintenance of non-IBM Machines
- 3) Warranty Service Upgrade
- 4) Maintenance of Cisco Products
- 5) Maintenance of IBM Machines - Enhanced Service Response
- 6) Service for Machines Withdrawn from IBM Maintenance
- 7) Non-IBM Service for Machines Withdrawn from IBM Maintenance
- 8) Maintenance of IBM Machines (Labor Only)
- 9) Non-IBM Memory Exchange
- 10) Enhanced Parts Inventory
- 11) Spare Machine
- 12) Key Operator Support
- 13) Maintenance of non-IBM Machines during the Manufacturer's Warranty Period
- 16) IBM Maintenance Services - First Line Maintenance for WinCor Nixdorf ATMs
- 17) IBM Maintenance Services - Applications Maintenance Services for WinCor Nixdorf ATMs
- 18) Post Installation Coverage (PIC) Service Upgrade, for selected Non-IBM Machines

## <sup>4</sup>Charges shown are for the Charge Period

- A (C) indicates a Machine that will have Usage Charges billed separately
- An (E) indicates a Machine that has been announced as withdrawn from generally available Maintenance Service
- An (H) identifies a Machine on an existing Service/Elite/ServiceSuite/ ServiceElect CHIS contract with duplicate Maintenance Services Coverage
- A (K) indicates Assumptive Products included in the total Charge Period Price that are based on the customer provided configuration
- An (N) indicates that the product is a non-GSA Schedule item
- An (O) indicates a One Time Charge
- A (P) indicates averaged billing or annual prepayment
- An (R) indicates the usage charge rate (Feet, Hours, or Impressions) for a machine under a usage plan
- A (U) indicates Usage Charges which are measured in either Feet, Hours, or Impressions
- A (W) indicates a Machine under Warranty
- An (X) indicates On-order Products which are shown for planning purposes only
- A (Y) indicates On-order MES products which are shown for planning purposes only. These charges are included in the related machine.

<sup>5</sup>Charges Start/Stop dates shown are those that differ from the Contract Period Start/End Dates



## International Business Machines Corporation

International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600

### Software Subscription and Support Renewal

Software Subscription and Support Renewal Contact:

Attn: Nicole McClinton  
CA City of Beverly Hills  
455 North Rexford Drive  
BEVERLY HILLS CA 90210  
UNITED STATES

29-April-2009

Passport Advantage Agreement Number: 130144  
IBM Customer Number: 0985895  
Relationship SVP Level: GV

Passport Advantage Site Number: 7199797  
Anniversary: 01-August

Dear Passport Advantage customer,

Thank you for acquiring Software Subscription and Support through Passport Advantage. This letter is a reminder of the approaching expiration date for your Software Subscription and Support and details the renewal order you need to place to ensure continued Software Subscription and Support coverage.

Software Subscription and Support is the most cost effective way to protect your software investment and gain the greatest value from IBM technology solutions. Software Subscription and Support allows you to keep your software up-to-date by providing access to, and the right to deploy, the latest Program versions or releases and it helps you ensure that your users are kept up and running by providing your IS support personnel access to remote technical software support features such as electronic and voice support.

The attached forms show the Programs for which Software Subscription and Support coverage should be renewed in order to ensure continued access to the above-mentioned Software Subscription and Support benefits. Software Subscription and Support coverage for some or all of your licenses may now be offered using a different measure of level of your authorized use - 'value units'. You will be able to recognize renewal of Software Subscription and Support coverage now offered using 'value units' by reviewing the part descriptions on the Software Subscription and Support Renewal Order Form. We recommend that you renew Software Subscription and Support coverage for **all** licenses, in order to provide *all* of your users with the most up-to-date software versions or releases and to simplify license management and tracking.

To maintain uninterrupted Software Subscription and Support coverage, please make sure you submit payment to your preferred Business Partner or IBM prior to your Software Subscription and Support expiration date. IBM wants to make sure it is easy for you to continue your access to our world class Software Subscription and Support. If you allow your Software Subscription and Support coverage to expire, and, at a later date wish to reinstate Software Subscription and Support coverage, that reinstatement will be subject to higher prices.

The **Software Subscription and Support Renewal Order Form** is designed to simplify the renewal order process. If you will be placing your renewal order with a Business Partner, simply provide your Business Partner with a copy of the Software Subscription and Support Renewal Order Form to obtain final pricing and then submit your renewal order to your Business Partner referencing the Quotation Number.

The **Software Subscription and Support Renewal Detail Information Form** is designed to provide a more detailed understanding of each item on the Software Subscription and Support Renewal Order Form regarding calculation of points, Reseller of Transaction (if available), and, if applicable, pro-rated Suggested Volume Price (SVP). Additionally, the IBM Order Reference Number shown on the Proof of Entitlement(s) issued for your software license acquisitions is referenced to allow you

Useful/Important Web resources:

Passport Advantage information, customer secure site access, training, etc.: [ibm.com/software/passportadvantage](http://ibm.com/software/passportadvantage)  
IBM's International Program License Agreement and product License Information documents: [ibm.com/software/sla](http://ibm.com/software/sla)  
IBM Software Support Web site: [ibm.com/software/support](http://ibm.com/software/support) IBM Customer Number: 0985895



## **International Business Machines Corporation**

*International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600*

to relate specific pro-rated Software Subscription and Support renewal amounts to the applicable software licenses. (e.g., for your internal budgeting and cost allocation.)

You may also renew your Software Subscription and Support coverage at **Passport Advantage Online for customers** [ibm.com/software/passportadvantage](http://ibm.com/software/passportadvantage). You can submit your renewal order directly to IBM for fulfillment at SVP prices or you can route the renewal order to your preferred Business Partner for final pricing and fulfillment. An IBM ID and password is required to access your secure Passport Advantage Online for customers page. If you do not have this information or have difficulty in accessing, please find contact information for the IBM Passport Advantage eCustomer Care Team at the "Need Assistance" link.

Once again, thank you for choosing IBM. We look forward to continuing to provide you with world class software solutions. Please place your renewal order as soon as possible, to ensure continued Software Subscription and Support coverage.

Yours sincerely,

### **International Business Machines Corporation**

Darren Libman

Phone Number: 1-888-771-7705 x333487

Fax Number: 1-845-559-6197

E-mail Address: [dlibman@ca.ibm.com](mailto:dlibman@ca.ibm.com)

#### Useful/Important Web resources:

Passport Advantage information, customer secure site access, training, etc.: [ibm.com/software/passportadvantage](http://ibm.com/software/passportadvantage)

IBM's International Program License Agreement and product License Information documents: [ibm.com/software/sla](http://ibm.com/software/sla)

IBM Software Support Web site: [ibm.com/software/support](http://ibm.com/software/support)

IBM Customer Number: 0985895

# International Business Machines Corporation

International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600

## Software Subscription and Support Renewal Order Form

Software Subscription and Support Renewal Contact:  
 Attn: Nicole McClinton  
 CA City of Beverly Hills  
 455 North Rexford Drive  
 BEVERLY HILLS CA 90210  
 UNITED STATES

Quotation Number: 25852382  
 IBM Renewal Contact: Darren Libman

Renewal Date: 01-August-2009  
 Phone Number: 1-888-771-7705 x333487

Passport Advantage Agreement Number: 130144  
 IBM Customer Number: 0985895  
 Relationship SVP Level: GV

Passport Advantage Site Number: 7199797  
 Anniversary: 01-August  
 Quotation SVP Level: GV

Passport Advantage Customer:  
 Attn: Nicole McClinton  
 CA City of Beverly Hills  
 455 North Rexford Drive  
 BEVERLY HILLS CA 90210  
 UNITED STATES

Your Annual Software Subscription and Support coverage listed below is due for renewal. Please follow the steps below to ensure continued access and right to deploy future Program versions or releases as well as continued access to IBM remote technical software support.

**Actions required to renew your Annual Software Subscription and Support:**

- 1.) Verify your records with the listing of Programs that appear on this Software Subscription and Support Renewal Order Form. If you have questions, please contact your IBM Subscription and Support Renewal Contact referenced above.
- 2.) If you agree with the information below, you may fax a copy of your PO to your IBM Renewal Contact at 1-845-559-6197; if you will be placing your renewal order with a Business Partner, provide your Business Partner with a copy of this Software Subscription and Support Renewal Order Form to obtain final pricing and then submit your renewal order to your Business Partner by the Renewal Date referencing this Quotation Number: 25852382.

| Item                                                                                                                               | Part Number | Quantity | Total Points | Subscription and Support Coverage Dates | Unit SVP Price | Extended SVP Amount |
|------------------------------------------------------------------------------------------------------------------------------------|-------------|----------|--------------|-----------------------------------------|----------------|---------------------|
| <b>IBM DB2 Enterprise Server Edition Processor Value Unit (PVU) Annual SW Subscription &amp; Support Renewal</b>                   |             |          |              |                                         |                |                     |
| 01                                                                                                                                 | E020CLL     | 400      | 144.00       | 01-Aug-2009 - 31-Jul-2010               | 65.66          | 26,264.00           |
| <b>IBM WebSphere Application Server Network Deployment Processor Value Unit (PVU) Annual SW Subscription &amp; Support Renewal</b> |             |          |              |                                         |                |                     |
| 02                                                                                                                                 | E025SLL     | 300      | 45.00        | 01-Aug-2009 - 31-Jul-2010               | 26.35          | 7,905.00            |
| <b>IBM WebSphere Studio Application Developer Integration Edition User Annual SW Subscription &amp; Support Renewal</b>            |             |          |              |                                         |                |                     |
| 03                                                                                                                                 | E00A4LL     | 1        | 7.24         | 01-Aug-2009 - 31-Jul-2010               | 1,318.00       | 1,318.00            |

If you allow your Software Subscription and Support coverage to expire reinstatement of Software Subscription and Support coverage will be subject to higher prices.

Useful/Important Web resources:

Passport Advantage information, customer secure site access, training, etc.: [ibm.com/software/passportadvantage](http://ibm.com/software/passportadvantage)  
 IBM's International Program License Agreement and product License Information documents: [ibm.com/software/sla](http://ibm.com/software/sla)  
 IBM Software Support Web site: [ibm.com/software/support](http://ibm.com/software/support) IBM Customer Number: 0985895

# International Business Machines Corporation

International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600

| Item                                                                                                                                                                        | Part Number | Quantity | Total Points               | Subscription and Support Coverage Dates | Unit SVP Price | Extended SVP Amount |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|----------|----------------------------|-----------------------------------------|----------------|---------------------|
| <b>IBM Tivoli Storage Manager 10 Processor Value Units (PVUs) Annual SW Subscription &amp; Support Renewal</b>                                                              |             |          |                            |                                         |                |                     |
| 04                                                                                                                                                                          | E029KLL     | 10       | 0.30                       | 01-Aug-2009 - 31-Jul-2010               | 6.04           | 60.40               |
| <b>IBM Tivoli Storage Manager Extended Edition 10 Processor Value Units (PVUs) Annual SW Subscription &amp; Support Renewal</b>                                             |             |          |                            |                                         |                |                     |
| 05                                                                                                                                                                          | E029ELL     | 600      | 36.00                      | 01-Aug-2009 - 31-Jul-2010               | 10.85          | 6,510.00            |
| <b>IBM Tivoli Storage Manager for Mail 10 Processor Value Units (PVUs) Annual SW Subscription &amp; Support Renewal</b>                                                     |             |          |                            |                                         |                |                     |
| 06                                                                                                                                                                          | E02B6LL     | 80       | 8.80                       | 01-Aug-2009 - 31-Jul-2010               | 20.84          | 1,667.20            |
| <b>IBM Rational Application Developer for WebSphere Software Authorized User Annual SW Subscription &amp; Support Renewal</b>                                               |             |          |                            |                                         |                |                     |
| 07                                                                                                                                                                          | E01MJLL     | 1        | 3.96                       | 01-Aug-2009 - 31-Jul-2010               | 722.50         | 722.50              |
|                                                                                                                                                                             |             |          | <b>Total Points 245.30</b> |                                         |                |                     |
|                                                                                                                                                                             |             |          |                            |                                         |                | <b>Total in USD</b> |
|                                                                                                                                                                             |             |          |                            |                                         |                | <b>44,447.10</b>    |
| Pricing not inclusive of applicable sales taxes.                                                                                                                            |             |          |                            |                                         |                |                     |
| <p>If you allow your Software Subscription and Support coverage to expire reinstatement of Software Subscription and Support coverage will be subject to higher prices.</p> |             |          |                            |                                         |                |                     |

Useful/Important Web resources:

Passport Advantage information, customer secure site access, training, etc.: [ibm.com/software/passportadvantage](http://ibm.com/software/passportadvantage)

IBM's International Program License Agreement and product License Information documents: [ibm.com/software/sla](http://ibm.com/software/sla)

IBM Software Support Web site: [ibm.com/software/support](http://ibm.com/software/support)

IBM Customer Number: 0985895



**International Business Machines Corporation**  
*International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600*

**Software Subscription and Support Renewal Detail Information Form - Quotation Number: 25852382**

Passport Advantage Customer: Passport Advantage Agreement Number: 130144 Passport Advantage Site Number: 7199797  
 CA City of Beverly Hills IBM Customer Number: 0985895 Anniversary: 01-August  
 Relationship SVP Level: GV Quotation SVP Level: GV Renewal Date: 01-August-2009

| Item Part Number                                                                                                        | Quantity | Unit Points | Total Points | Subscription and Support Coverage Dates | Months | Annual SVP Price | Pro-rated SVP Price | Extended SVP Amount | IBM Order Reference Number |
|-------------------------------------------------------------------------------------------------------------------------|----------|-------------|--------------|-----------------------------------------|--------|------------------|---------------------|---------------------|----------------------------|
| <b>IBM Corporation 7199797</b>                                                                                          |          |             |              |                                         |        |                  |                     |                     |                            |
| IBM DB2 Enterprise Server Edition Processor Value Unit (PVU) Annual SW Subscription & Support Renewal                   |          |             |              |                                         |        |                  |                     |                     |                            |
| 01 E020CCLL                                                                                                             | 400      | 0.36        | 144.00       | 01-Aug-2009 - 31-Jul-2010               | 12     | 65.66            |                     | 26,264.00           | 52477167                   |
| IBM WebSphere Application Server Network Deployment Processor Value Unit (PVU) Annual SW Subscription & Support Renewal |          |             |              |                                         |        |                  |                     |                     |                            |
| 02 E025SLL                                                                                                              | 300      | 0.15        | 45.00        | 01-Aug-2009 - 31-Jul-2010               | 12     | 26.35            |                     | 7,905.00            | 52477167                   |
| IBM WebSphere Studio Application Developer Integration Edition User Annual SW Subscription & Support Renewal            |          |             |              |                                         |        |                  |                     |                     |                            |
| 03 E00A4LL                                                                                                              | 1        | 7.24        | 7.24         | 01-Aug-2009 - 31-Jul-2010               | 12     | 1,318.00         |                     | 1,318.00            | 52477167                   |
| IBM Tivoli Storage Manager 10 Processor Value Units (PVLUs) Annual SW Subscription & Support Renewal                    |          |             |              |                                         |        |                  |                     |                     |                            |
| 04 E029KLL                                                                                                              | 10       | 0.03        | 0.30         | 01-Aug-2009 - 31-Jul-2010               | 12     | 6.04             |                     | 60.40               | 52477167                   |
| IBM Tivoli Storage Manager Extended Edition 10 Processor Value Units (PVUs) Annual SW Subscription & Support Renewal    |          |             |              |                                         |        |                  |                     |                     |                            |
| 05 E029ELL                                                                                                              | 600      | 0.06        | 36.00        | 01-Aug-2009 - 31-Jul-2010               | 12     | 10.85            |                     | 6,510.00            | 52477167                   |
| IBM Tivoli Storage Manager for Mail 10 Processor Value Units (PVUs) Annual SW Subscription & Support Renewal            |          |             |              |                                         |        |                  |                     |                     |                            |
| 06 E02B6LL                                                                                                              | 80       | 0.11        | 8.80         | 01-Aug-2009 - 31-Jul-2010               | 12     | 20.84            |                     | 1,667.20            | 52477167                   |
| IBM Rational Application Developer for WebSphere Software Authorized User Annual SW Subscription & Support Renewal      |          |             |              |                                         |        |                  |                     |                     |                            |
| 07 E01MJLL                                                                                                              | 1        | 3.96        | 3.96         | 01-Aug-2009 - 31-Jul-2010               | 12     | 722.50           |                     | 722.50              | 52477167                   |
| Reseller Subtotal                                                                                                       | 1,392    |             | 245.30       |                                         |        |                  |                     | 44,447.10           |                            |
|                                                                                                                         |          |             |              |                                         |        |                  |                     | <b>Total in USD</b> | <b>44,447.10</b>           |

**Useful/Important Web resources:**

Passport Advantage information, customer secure site access, training, etc.: [ibm.com/software/passportadvantage](http://ibm.com/software/passportadvantage)  
 IBM's International Program License Agreement and product License Information documents: [ibm.com/software/sla](http://ibm.com/software/sla)  
 IBM Software Support Web site: [ibm.com/software/support](http://ibm.com/software/support) IBM Customer Number: 0985895

# International Business Machines Corporation

International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600



Quotation Number: 15059128  
 IBM Contact: Kenneth M. Robinson  
 Phone Number: 1-781-313-2267

20-May-2009

SAP Customer Number: 3039908  
 IBM Customer Number: 1784408

Quote Expiration Date: 30-Jun-2009

**Customer:**

Attn: Noel McClinton  
 City of Beverly Hills (Information  
 Technology)  
 455 N Rexford Drive  
 BEVERLY HILLS CA 90210  
 UNITED STATES

**Payer: 3039908**

City of Beverly Hills (Information  
 Technology)  
 455 N Rexford Drive  
 BEVERLY HILLS CA 90210  
 UNITED STATES

| Item                                                                   | Part Number | Quantity |                           | Unit Price | Extended Amount |
|------------------------------------------------------------------------|-------------|----------|---------------------------|------------|-----------------|
| <b>COGNOS IMPROMPTU ADMINISTRATOR AUTH USER ANNUAL SW S&amp;S RNWL</b> |             |          |                           |            |                 |
| 01                                                                     | E06B4LL     | 1        |                           | 86.58      | 86.58           |
| Subscription and Support                                               |             |          | 30-Apr-2009 - 30-Apr-2010 |            |                 |
| 02                                                                     | E06B4LL     | 1        |                           | 21.62      | 21.62           |
| Subscription and Support                                               |             |          | 01-May-2010 - 31-Jul-2010 |            |                 |
| Subtotal                                                               |             | 2        |                           |            | 108.20          |
| <b>COGNOS IMPROMPTU WEB REPORTS LEGACY USER ANNUAL SW S&amp;S RNWL</b> |             |          |                           |            |                 |
| 03                                                                     | E06B9LL     | 30       |                           | 25.89      | 776.70          |
| Subscription and Support                                               |             |          | 30-Apr-2009 - 30-Apr-2010 |            |                 |
| 04                                                                     | E06B9LL     | 30       |                           | 6.47       | 194.10          |
| Subscription and Support                                               |             |          | 01-May-2010 - 31-Jul-2010 |            |                 |
| Subtotal                                                               |             | 60       |                           |            | 970.80          |
| <b>COGNOS IMPROMPTU WEB REPORTS LEGACY PROC ANNUAL SW S&amp;S RNWL</b> |             |          |                           |            |                 |
| 05                                                                     | E06BALL     | 2        |                           | 3,452.06   | 6,904.12        |
| Subscription and Support                                               |             |          | 30-Apr-2009 - 30-Apr-2010 |            |                 |
| 06                                                                     | E06BALL     | 2        |                           | 863.01     | 1,726.02        |
| Subscription and Support                                               |             |          | 01-May-2010 - 31-Jul-2010 |            |                 |
| Subtotal                                                               |             | 4        |                           |            | 8,630.14        |

**International Business Machines Corporation**  
*International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600*



| Item                                                                        | Part Number | Quantity |  | Unit Price | Extended Amount                                                              |
|-----------------------------------------------------------------------------|-------------|----------|--|------------|------------------------------------------------------------------------------|
| <p>Applicable tax will be recalculated at the time of order processing.</p> |             |          |  |            | <p><b>Subtotal in USD: 9,709.14</b></p> <p><b>Total in USD: 9,709.14</b></p> |
|                                                                             |             |          |  |            |                                                                              |

Original



### Quotation Terms and Conditions

1. The prices listed above are based on the Program(s) being licensed under the terms of the IBM International Program License Agreement ("IPLA") and the License Information ("LI") that can be viewed at <http://www-306.ibm.com/software/sla/sladb.nsf/> and are included with the shipment of the Program, or for electronic delivery included with the product download instructions. Software Subscription and Support (Software Maintenance) is governed by the IBM International Agreement for the Acquisition of Software Subscription and Support ("IAASSS"), which is available upon request. This quotation is expressly conditional on acceptance of such terms. No additional terms will apply without IBM's prior, express written consent.
2. More detailed information about Support can be found in the IBM Software Support Guide, located at <http://techsupport.services.ibm.com/guides/handbook.html>.
3. Price quoted does not include any VAT/GST/sales tax. Applicable sales tax/VAT/GST will be added upon invoicing. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Programs and/or Software Subscription and Support, then the End User agrees to pay the amount specified or supply exemption documentation. The End User is responsible for any personal property taxes for the Programs, and/or Software Subscription and Support from the delivery date.\*
4. Changes to the terms of this Quote or the documents referred to herein shall not be valid unless agreed in writing by the End User and IBM. Additional or different terms in any order or written communication from the End User will be void. Please submit your Purchase Order or sign this quotation form to confirm your acceptance of these terms.\*\*
5. Prices set forth in this Quote are valid only through the "Quote Expires" date above. Any discounts offered herein are subject to change if item(s) or quantity ordered do not match those listed in this Quote.
6. Net Payment of the Total Fees is due upon receipt of invoice from IBM. \*\*\*
7. Shipping is FOB Origin.
8. You acknowledge and agree that this transaction is to be conducted in the language of this quote, and agree that the terms of the agreement (including this form and the IPLA, LI and IAASSS) as written are valid and enforceable. \*\*\*
9. IBM shall have the right to verify your compliance with the license terms on your premises during your normal business hours and in a manner that minimizes disruption to your business. IBM may use an independent auditor for this with your prior approval, which you will not unreasonably withhold. If you are a Business Partner you will procure that IBM has the right to verify the End User's compliance with the license terms in accordance with this paragraph.
10. Unless otherwise agreed, IBM may make partial shipment of Programs making up one order.
11. This quotation is conditional on satisfactory credit checks being performed and a sufficient credit limit being in place at the time of placing the purchase order ("PO"). In the absence of this, IBM reserves the right to reject the PO, to require up-front payment or require that a satisfactory payment guarantee be put in place prior to processing the PO.
12. This Quote, and the documents referenced herein, including but not limited to the IPLA, LI and IAASSS in Item 1 above, constitute the entire agreement between the parties (and where relevant the End User) in connection with the subject matter includes, and supersedes, merges and voids all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect thereto.

\* For Customers in Europe, Middle East or Africa Item 3 is replaced as follows:

3. Price quoted does not include any VAT/GST/sales tax. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Programs and/or Software Subscription and Support, then you agree to pay the amount specified on the invoice or supply exemption documentation. The end user of the Programs ("End User") is responsible for any personal property taxes for the Programs, and/or Software Subscription and Support from the delivery date.



\* For Customers in Australia Item 3 is replaced as follows:

3. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Programs and/or Software Subscription and Support, then the End User agrees to pay the amount specified or supply exemption documentation. The End User is responsible for any personal property taxes for the Programs, and/or Software Subscription and Support from the delivery date. If the rate of GST or other indirect taxes changes, IBM may adjust the charge or other payable to take into account that change from the date the change becomes effective.

\* For Customers in Japan Item 3 is replaced as follows:

3. Price quoted does not include any consumption tax. Applicable consumption tax will be added upon invoicing. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Programs and/or Software Subscription and Support, then the End User agrees to pay the amount specified or supply exemption documentation. The End User is responsible for any personal property taxes for the Programs, and/or Software Subscription and Support from the delivery date.

\* For Customers in China Item 3 is replaced as follows:

3. Price quoted is VAT inclusive. If any authority imposes a duty, tax, levy or fee, excluding those taxes, duties, levy or fee based on IBM's net income, upon the Programs and/or Software Subscription and Support, then the End User agrees to pay the amount specified or supply exemption documentation. The End User is responsible for any personal property taxes for the Programs, and/or Software Subscription and Support from the delivery date. If the rate of VAT or other indirect taxes changes, IBM may adjust the charge or other payable to take into account that change from the date the change becomes effective.

\*\* For Customers in Europe, Middle East or Africa Item 4 is replaced as follows:

4. Changes to the terms of this Quote or the documents referred to herein shall not be valid unless agreed in writing by the End User and IBM. Additional or different terms in any order or written communication from the End User will be void. Please submit your Purchase Order to confirm your acceptance of these terms.

\*\*\* For Business Partner Item 6 is replaced as follows:

6. Net payment due upon receipt or per your Partner Agreement

\*\*\* For Business Partner Item 8 add the following:

Added to 8. Prior to providing any Program(s) to the End user, you will ensure that the terms of each end-user license agreement satisfies the requirements of your Partner Agreement.

---

**For customers in the following countries, please sign below for your acceptance of this quote and return with your order.**

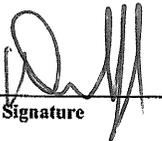
Afghanistan, Albania, Algeria, Andorra, Angola, Bahrain, Belgium, Benin, Botswana, Bulgaria, Burkina Faso, Burundi, Cameroon, Capr Verde, Central African republic, Chad, China, The Democratic Republic of Congo, Cote D'Ivoire, Czech Republic, Djibouti, Egypt, Equatorial Guinea, Eritrea, Ethiopia, France, French Guiana, French Polynesia, Gabon, Gambia, Ghana, Guinea, Guinea-Bissau, Iran, Iraq, Italy, Japan, Jordan, Kenya, Kuwait, Lesotho, Liberia, Libya, Macedonia, Malawi, Mali, Malta, Mauritania, Morocco, Mozambique, Namibia, Netherlands, Niger, Nigeria, Oman, Pakistan, Palestinian Territory, Poland, Qatar, Rwanda, San Marino, Sudan, Swaziland, Syria, United Republic of Tanzania, Togo, Tunisia, Turkey, Uganda, United Arab Emirates, Western Sahara, Yemen, Zambia, and Zimbabwe.

**For customers in the following countries, please sign below for your acceptance of this quote and return with your order. An IBM delegate will need to countersign.**



Argentina, Belize, Bolivia, Bosnia and Herzegovina, Brazil, Chile, Colombia, Costa Rica, Croatia, Cuba, Dominican Republic, Ecuador, El Salvador, Guam, Guatemala, Haiti, Honduras, Hungary, Luxembourg, Marshall Islands, Mexico, Federated States of Micronesia, Nicaragua, Northern Mariana Islands, Palau, Panama, Paraguay, Peru, Puerto Rico, Romania, Serbia and Montenegro, Turkmenistan, Uruguay, and Venezuela.

Agreed to:  
'Customer'

By   
Authorized Signature

Name (type or print): David Schirmer, CIO

Date:

Agreed to:  
Local International Business Machines Delegate

By   
Authorized Signature

Name (type or print): Sharda Bayati

Date:

---

**A SERVICES PROPOSAL FOR**

---

**City of Beverly Hills**

to provide:

**Hourly Technical Consulting Services**

May 28, 2009

submitted by

**IBM**

600 Anton Boulevard

Costa Mesa, CA 92626

Service dates

July 1, 2009 – June 30, 2010

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## Executive Summary

IBM Global Services is pleased to present this Statement of Work for hourly consulting assistance at City of Beverly Hills (City).

Based on the successful deployment of IBM xSeries and pSeries Systems and Storage Area Management (SAN), along with Tivoli Storage Manager (TSM), IBM shall now support changes and additional services for the City's fiscal year 2009 - 2010 with a pool of 200 consulting hours.

The benefits that City will gain from this proposal include:

- Easy access to consulting resources
- Rapid resource allocation based on specific needs
- If available, the IT Specialist that knows your account will be the first to assist with needed services.

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## 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 (*Agreement*) or equivalent. 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"

### 1.0 Scope of Services

IBM will provide up to two hundred (200) hours of project management and technical consulting services to City through June 30, 2010 in the following areas:

- IBM xSeries and pSeries servers
- Storage Area Network (SAN)
- Tivoli Storage Manager (TSM)

The allocation of these hours to specific engagements will be determined by City and agreed to by IBM.

### 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 only City location at Beverly Hills, CA.
2. Some IBM activities on this project may be performed on IBM premises. The time spent on these contract-related IBM activities will be billable to City.
3. Some of the Services may be performed by an IBM subcontractor.

4. IBM will provide Services under this Statement of Work during normal business hours, 8:00 a.m. to 5:00 p.m. (local time) Monday through Friday, except IBM holidays, unless otherwise specified.

## **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 to 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 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 monthly Status Reports.
6. Review and administer Project Change Control with the City Project Manager.

**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:** Monthly Status Reports

### **1.2.2 Engagement Kickoff and Project Planning Meeting**

**Description:** An engagement kickoff and project planning meeting between IBM and City will occur as soon as possible after a specific request from an authorized City representative. This meeting may be held via telephone conference call. The purpose of this meeting is to give the IBM team member(s) a high level understanding of City's objectives and system environment, to develop an engagement plan, and to complete a project plan for a specific engagement when required. The typical engagement agenda might include:

1. Expectations for this engagement
2. Development of an engagement plan and schedule
3. Confirmation of the engagement schedule

**Completion Criteria:** This task will be complete when the requested engagement is kicked off.

**Deliverable:** None.

### **1.2.3 Document Findings and Recommendations for each Engagement**

**Description:** IBM will summarize key findings and conclusions and provide recommendations to assist City in understanding how specific changes will impact the future of equipment and applications. These changes will be related to fine tuning the City's current environment with respect to the systems indicated in Section 1.0 of this Scope of Services.

**Completion Criteria:** This task is complete when IBM has reported its findings to the City Project Manager.

**Deliverable:** Summary of Findings and Recommendations.

### **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 under the *Agreement*, City will designate a person, called the City Project Manager, to whom IBM communications will be addressed and who has the authority to act for City in all aspects of the contract.

The City Project Manager shall:

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 for each engagement.
3. With the IBM Project Manager, administer the 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 City's organization, as necessary.

#### **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 = July 1, 2009

Estimated End Date = June 30, 2010

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 Statement of Work. See Appendix A, "Deliverables Guidelines", for a description of each deliverable.

- Status Report
- Summary of Findings and Recommendations

## 1.7 Completion Criteria

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

1. IBM accomplishes the IBM tasks described under "IBM Responsibilities" in accordance with the mutually agreed to requirements.
2. IBM provides the number of hours of Services specified under "Charges" or any subsequent Change Authorization.
3. Either IBM or City terminates this Statement of Work under the terms of the Agreement.
4. The Estimated End Date is reached.

## 1.8 Charges

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

IBM will provide the Services described in this Statement of Work for up to two hundred (200) hours at an hourly rate of \$225.00. The total estimated funding requirements for these tasks, including an estimated travel budget of \$6,750, is \$51,750. The hours authorized by City and specified here do not imply or commit a fixed-price contract. If IBM determines that it is necessary to exceed the hours or the Estimated End Date, the parties may revise this Statement of Work in accordance with the procedures set forth in Appendix B. If City alternatively chooses to terminate IBM's Services, City agrees to pay IBM for actual hours expended and any travel and living expenses incurred by IBM up to the date of written notification by City.

The Total Charge for the services provided under this Statement of Work is an amount that will not exceed \$51,750, including a travel budget in an amount that will not exceed \$6,750, unless otherwise authorized and mutually agreed to in writing through the Project Change Control Procedure described in Appendix B.

City will be invoiced monthly for actual hours and travel and living expenses incurred during the previous month. Travel and living expenses are included in the above estimates.

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 July 31, 2009.

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): *David Schirmer, CEO*

Date:

Customer number: 1782976

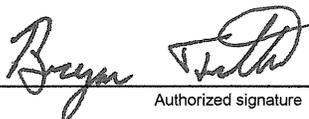
Customer address:

455 North Rexford Drive  
Beverly Hills, CA 90210

Agreed to:

International Business Machines Corporation

By: \_\_\_\_\_



Authorized signature

Name (type or print): *Bryan Tutton*

Date:

*6/1/09*

Agreement Number: HQ12291

Statement of Work number:

IBM Office address:

IBM Corporation  
600 Anton Boulevard  
Costa Mesa, CA 92626

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## Appendix A. Deliverable Guidelines

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### 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, and recommendations
- Hours summary

#### Summary of Findings and Recommendations

**Purpose:** IBM will provide a summary of key findings and conclusions and provide recommendations to assist City in understanding how specific changes will impact the future of City's equipment and applications.

**Delivery:** One hard copy will be delivered to the City Project Manager.

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

- Key findings and conclusions
- Recommendations

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## **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. 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 estimate and begin the analysis on written authorization. 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

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### Change Authorization for Project Management and Technical Consulting Services

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This Change Authorization ("PCR") is to modify the existing Statement of Work dated July 1, 2009 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.

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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.**

Reference Statement of Work Number:

**Beverly Hills, CA 90210**

Change Authorization Number:

Project Name or Identifier:

IBM Office Number:

IBM

Office Address:

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND MATRIX IMAGING PRODUCTS, INC. FOR  
MAINTENANCE AND SUPPORT SERVICES RELATED TO  
THE CITY'S DOCUMENT AND RECORDS MANAGEMENT  
SYSTEM

NAME OF CONSULTANT: Matrix Imaging Products, Inc

RESPONSIBLE PRINCIPAL  
OF CONSULTANT: J.W. Linhart, President and CEO

CONSULTANT'S ADDRESS: 3151 Airway Avenue, Suite J-2  
Costa Mesa, CA 92626-4624

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, 2009

TERMINATION DATE: June 30, 2012

CONSIDERATION: An amount not to exceed \$35,000, annually

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND MATRIX IMAGING PRODUCTS, INC. FOR  
MAINTENANCE AND SUPPORT SERVICES RELATED TO  
THE CITY'S DOCUMENT AND RECORDS MANAGEMENT  
SYSTEM

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Matrix Imaging Products, Inc. (hereinafter called "CONSULTANT").

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

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

Section 2. Time of Performance. This Agreement is for a three year term, and shall terminate on the Termination Date set forth above, unless terminated sooner pursuant to Section 10 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, attached hereto and incorporated herein. Said Consideration shall constitute reimbursement of CONSULTANT's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). CITY shall pay CONSULTANT said Consideration in accordance with the schedule of payment set forth in Exhibit B, attached hereto and incorporated herein.

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

Section 5. Assignment. CONSULTANT shall not assign or attempt to assign any portion of this Agreement without the prior written approval of CITY.

Section 6. Party Representatives.

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

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

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

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. Representation. CONSULTANT hereby grants to City a non-exclusive license to the software 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 software 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.

Section 10. Termination.

(a) CITY may cancel this Agreement, with or without cause, at any time upon five (5) days written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice.

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

Section 13. 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.

Section 14. 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 15. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT related to maintenance and support services for CITY's document and records management system, and supersedes all prior negotiations, representations or agreements, either written or oral related to those maintenance and support services. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

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

Section 17. Severability. 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.

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_.

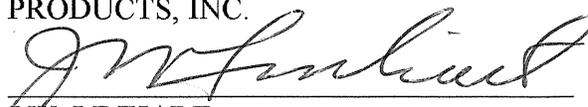
CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
NANCY KRASNE  
Mayor of the City of  
Beverly Hills, California

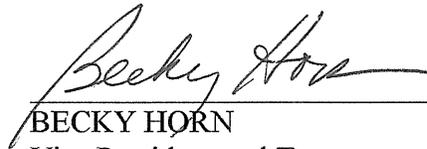
ATTEST:

\_\_\_\_\_  
(SEAL)  
BYRON POPE  
City Clerk

CONSULTANT: MATRIX IMAGING  
PRODUCTS, INC.

  
\_\_\_\_\_  
J.W. LINHART  
President and CEO

[Signatures continue]

  
BECKY HORN

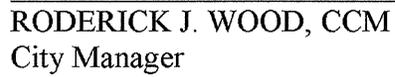
Vice President and Treasurer

APPROVED AS TO FORM:



LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

  
RODERICK J. WOOD, CCM  
City Manager

  
DAVID SCHIRMER  
Chief Information Officer

  
KARL KIRKMAN  
Risk Manager

## EXHIBIT A

### Scope of Services

Consultant has provided City with a complete Citywide Document and Records Management system (the "System"). As part of its ongoing services to City as related to the System, CONSULTANT shall provide first-line customer service and support for all City users during normal business hours, and shall track all calls and work orders through "Help Desk Tickets" showing each call and the steps taken by CONSULTANT to resolve the problem, subject to audit by City's Information Technology staff.

CONSULTANT shall perform all scheduled and unscheduled maintenance and repairs necessary for proper functioning of the System. Specifically, CONSULTANT shall provide the following services under this Agreement:

- A) Consultant shall provide a single point of contact for user requests, problems and functionality issues, accessible via toll-free or local telephone number. Telephone support shall be available during normal business hours. For the purposes of this Agreement, "normal business hours" is defined as 8:00 a.m to 5:00 p.m. Monday through Friday.
- B) Contacting Technical Support: When contacting Consultant's Help Desk, City users should have the following information available:
  - Your assigned customer number.
  - The product name, release number, and operating system.
  - Your name, telephone number, extension (if any), and e-mail address.
  - Your company name.
  - Your description of the problem and any documentation which may help in resolving the problem, which could include error logs, script files, dumps, etc.
- C) At all times while this Agreement is in effect, Consultant shall also provide whatever routine maintenance, trouble shooting and repairs as are necessary to ensure City's access to the System. Consultant shall connect with City's system via remote access to the City of Beverly Hills' System using a VPN connection or remote dial-in.
- D) Except to the extent that upgrades of the System include new modules or features not previously purchased as part of the System, City is entitled to maintenance upgrades of the System at all times while this Agreement is in effect.
- E) No onsite services are provided under this Agreement.

F) In addition to the services provided above as part of this Agreement, upon City's written request and execution of a separate agreement for additional services, under the terms of the separate agreement for additional services, Consultant can provide the following additional services for a cost to be mutually agreed upon.

1. On-site support, will be billed at the applicable hourly rate shown below:

- For services provided Monday through Friday, 8:00AM to 5:00PM, Matrix Imaging's hourly rate is \$150.
- For services provided Monday through Friday, 5:01PM to 12:00PM, Matrix Imaging's hourly rate is \$200.
- For services provided Saturday through Sunday, 8:00AM to 5:00PM, Matrix Imaging's hourly rate is \$225.
- For services provided Saturday through Sunday, 5:01PM to 12:00PM, Matrix Imaging's hourly rate is \$300.

2. Software Upgrades: The City of Beverly Hills is entitled to software product upgrades through annual software maintenance agreements with EMC Documentum and Kofax; however, related professional services for implementation are not included. Installation and testing in the customer's environment will be billed at the applicable hourly rate shown below:

- For services provided Monday through Friday, 8:00AM to 5:00PM, Matrix Imaging's hourly rate is \$150.
- For services provided Monday through Friday, 5:01PM to 12:00PM, Matrix Imaging's hourly rate is \$200.
- For services provided Saturday through Sunday, 8:00AM to 5:00PM, Matrix Imaging's hourly rate is \$225.
- For services provided Saturday through Sunday, 5:01PM to 12:00PM, Matrix Imaging's hourly rate is \$300.

## EXHIBIT B

### SCHEDULE OF RATES AND PAYMENT

City shall pay Consultant an annual amount not to exceed Thirty-Five Thousand Dollars (\$35,000) annually as set forth in the purchase order issued by City for all services to be provided pursuant to this Agreement.

Any additional services shall require a separate written Agreement between City and Consultant.

Consultant shall submit an itemized statement to City for the software support and maintenance as well as the hardware warranty, support and maintenance annually. City shall pay Consultant the amount of such billing within thirty (30) days of receipt of the same.