



AGENDA REPORT

Meeting Date: April 3, 2012
Item Number: H-7
To: Honorable Mayor & City Council
From: David Schirmer, Chief Information Officer
Subject: AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND THE BEVERLY HILLS UNIFIED SCHOOL DISTRICT FOR THE PROVISION OF INFORMATION TECHNOLOGY CONSULTING SERVICES
Attachments: 1) Agreement

RECOMMENDATION

Staff recommends that the City Council approve Amendment No. 1 to the Agreement between the Beverly Hills Unified School District (District) and the City of Beverly Hills for the provision of information technology consulting services to correct a typographical error in the hourly rate, which was overlooked and approved by both parties. The District's Board of Education approved the amendment at their meeting on March 13, 2012.

INTRODUCTION

The current 3-year Agreement was approved by the City Council on December 6th, 2011 and states that the City will provide the District with up to 4000 hours of information technology services at the rate of \$65.50, for a total annual amount not-to-exceed \$250,000. However, the accurate hourly rate that the City charges the District is \$62.50 per hour, which totals \$250,000 when multiplied by 4000 hours.

DISCUSSION

Subsequent to the District School Board's approval as well as the City Council's approval of the current Agreement, the District found the typographical error, and questioned City staff as to whether the rate of \$65.50 per hour represented a raise in the hourly rates. Upon investigation, City staff determined that the typographical error had occurred in the previous 3-year agreement (Contract No. 68-09), and was never caught by either party.

Meeting Date: April 3, 2012

The City has always charged the District \$62.50 per hour, regardless of the typographical error that appeared in the original 3-year Agreement, which was carried over into the terms of the current 3-year Agreement. This amendment is to rectify the typographical error related to approval of the current Agreement with the typographical error, modifying the hourly rate of \$65.50 per hour to reflect the actual rate of \$62.50 per hour.

FISCAL IMPACT

This correction has no effect on the previously approved annual Compensation. There is no fiscal impact associated with this Amendment as it only serves to correct a typographical error.



David Schirmer

Approved By

Attachment 1

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF
BEVERLY HILLS AND THE BEVERLY HILLS UNIFIED SCHOOL
DISTRICT FOR THE PROVISION OF INFORMATION TECHNOLOGY
CONSULTING SERVICES

THIS AMENDMENT NO. 1 is to the Agreement between the City of Beverly Hills (hereinafter called "City"), and the Beverly Hills Unified School District , a school district organized and existing under the laws of the State of California (hereinafter called "District") dated December 6, 2011 and identified as Contract No. 483-11.

RECITALS

A. CITY entered into a written agreement with CONSULTANT dated December 6, 2011 for the provision of information technology consulting services.

B. CITY desires to amend the hourly rate of the Agreement to reflect the actual hourly rate CITY charges for services under the Agreement.

NOW, THEREFORE, the parties agree as follows:

Section 1. Exhibit B, "Compensation", shall be amended as attached hereto and incorporated herein.

Section 2. Except as specifically amended by this Amendment No. 1, the Agreement dated December 6, 2011 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the _____
day of _____ 2012, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

WILLIAM W. BRIEN, M.D.
Mayor of the City of
Beverly Hills, California

ATTEST:

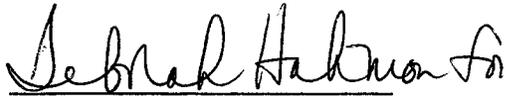
BYRON POPE (SEAL)
City Clerk

DISTRICT:



DR. BRIAN GOLDBERG
President, Beverly Hills Unified School District

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY KOLIN
City Manager



DAVID SCHIRMER
Chief Information Officer

EXHIBIT B
COMPENSATION

The compensation for the Services described in this Scope of Services is estimated as follows:

City will provide the Services described in this Scope of Services for up to four thousand (4000) hours per year at an hourly rate of \$62.50 per hour to a maximum of \$250,000 per year. The hours authorized by District and specified here do not imply or commit a fixed-price contract. If District determines that it is necessary to exceed the hours or the Estimated End Date, the parties may revise this Scope of Services in accordance with the procedures set forth in Exhibit C. If District or City alternatively chooses to terminate City's Services, District agrees to pay City for actual hours expended by City up to the date of written notification of termination.

The Total Charge for the services provided under this Scope of Services is an amount that will not exceed \$250,000 per year for three years unless otherwise authorized and mutually agreed to in writing through the Project Change Control Procedure described in this Agreement.

District will be invoiced monthly for actual hours during the previous month. Invoices are payable within 30 days of receipt in accordance with District's standard practice.