



## **AGENDA REPORT**

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

**Attachments:** 1. Agreements (2)

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**ITEM A. APPROVAL OF AMENDMENT NO. 2 TO THE AGREEMENT  
BETWEEN THE CITY OF BEVERLY HILLS AND DATA SYSTEMS  
WORLDWIDE, INC. FOR INFORMATION TECHNOLOGY  
CONSULTING SERVICES RELATED TO THE CITY'S NETWORK  
SECURITY SYSTEM, AND;**

**APPROVAL TO ISSUE A CHANGE ORDER IN THE AMOUNT OF  
\$250,000 FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$350,000.**

### **RECOMMENDATION**

Staff recommends that the City Council approve amendment no. 2 to the agreement and change order in the amount of \$250,000 with Data Systems Worldwide, Inc., in the total not-to-exceed amount of \$350,000.

### **INTRODUCTION**

Data Systems Worldwide provides consulting services to the City's Information Technology staff related to the City's Network Security.

### **DISCUSSION**

During budget planning and discussion staff had anticipated an increase to IT staffing levels that would allow much of the work performed by Data Systems Worldwide to be completed in house. Due to the difficulty of finding qualified staff and a need to provide the appropriate levels of Network Security staff is recommending increasing the service level from Data Systems Worldwide.

### **FISCAL IMPACT**

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

**ITEM B. APPROVAL OF AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND EDGESOFT, INC. FOR INFORMATION TECHNOLOGY CONSULTING SERVICES RELATED TO THE CITY'S WEB-BASED APPLICATIONS, AND;**

**APPROVAL TO ISSUE A CHANGE ORDER IN THE AMOUNT OF \$250,000 FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$290,000.**

### **RECOMMENDATION**

Staff recommends that the City Council approve amendment no. 1 to the agreement and change order in the amount of \$250,000 with Edgesoft, Inc., in the total not-to-exceed amount of \$290,000.

### **INTRODUCTION**

Edgesoft provides consulting services to the City's Information Technology staff related to the City's E-Gov WEB-based applications.

### **DISCUSSION**

During budget planning and discussion staff had anticipated an increase to IT staffing levels that would allow much of the work for the E-Gov initiative to be completed in house. Due to the difficulty of finding qualified staff and a need to move forward with the complementation of the E-Gov project staff is recommending increasing the service level from Edgesoft. This amendment increases the service level and compensation so that the E-Gov project can be completed.

**FISCAL IMPACT**

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

**ITEM C. APPROPRIATING FUNDS IN THE AMOUNT OF \$55,800 FOR EMEERGENCY REPAIRS OF CITY OWNED PROPERTY LOCATED IN THE 440 N. CAMDEN PARKING STRUCTURE.**

**RECOMMENDATION**

Staff recommends that the City Council move to appropriate funds in the amount of \$55,800 for emergency sewer line replacement at Camden House Restaurant, a City leased property located in the 440 N. Camden Parking Structure as follows:

<u>FROM</u>	<u>TO</u>
\$55,800 Capital Assets Internal Service Fund 08-30000	\$58,500 Tenant Support - Maint & Repair 0805902-73040

**INTRODUCTION**

In mid September the City was notified by its tenant, Camden House Restaurant located in the 440 N. Camden parking structure, that there was a plumbing problem. Camden House had been experiencing backups in its restrooms and had called their own plumber to resolve the problem. Their plumber after attempting to clear the line with an electric snake inserted a video camera into the line and discovered that there was a break in the line. At that point the City's plumbing contractor, KRB Construction was dispatched to the location to determine the extent of the problem.

**DISCUSSION**

At the January 8, 2008 City Council Meeting Staff presented an amendment to the KRB agreement and received approval to issue a purchase order to KRB in the amount of \$55,800 for this work. In that Agenda Report staff indicated that adequate funds were available within the existing budget for this project to be completed. Staff was incorrect in that statement and has found that adequate funds do not exist within the current budget to complete these repairs. An appropriation is required for this issue to be completed.

**FISCAL IMPACT**

Funds were not budgeted but are available in the Capital Projects Internal Service Fund retained earnings for this purpose.

  
Noel Marquis  
Finance Approval

  
Scott G. Miller  
Approved By

AMENDMENT NO. 2 TO THE AGREEMENT  
BETWEEN THE CITY OF BEVERLY HILLS AND  
DATA SYSTEMS WORLDWIDE, INC. FOR  
INFORMATION TECHNOLOGY CONSULTING  
SERVICES RELATED TO THE CITY'S NETWORK  
SECURITY SYSTEM

NAME OF CONSULTANT: Data Systems Worldwide, Inc.

RESPONSIBLE PRINCIPAL  
OF CONSULTANT: Phil Mogavero, President

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

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

COMMENCEMENT DATE: July 1, 2007

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

CONSIDERATION: Not to exceed \$350,000 annually

AMENDMENT NO. 2 TO THE AGREEMENT  
BETWEEN THE CITY OF BEVERLY HILLS AND  
DATA SYSTEMS WORLDWIDE, INC. FOR  
INFORMATION TECHNOLOGY CONSULTING  
SERVICES RELATED TO THE CITY'S NETWORK  
SECURITY SYSTEM

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

RECITALS

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

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

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

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

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

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

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
JIMMY DELSHAD  
Mayor of the City of  
Beverly Hills, California

ATTEST:

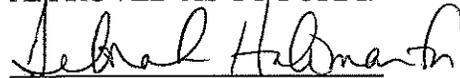
\_\_\_\_\_  
(SEAL)  
BYRON POPE  
City Clerk

CONSULTANT: DATA SYSTEMS  
WORLDWIDE, INC.

\_\_\_\_\_  
PHIL MOGAVERO  
President

\_\_\_\_\_  
ROSARIO PARCO  
Controller

APPROVED AS TO FORM:

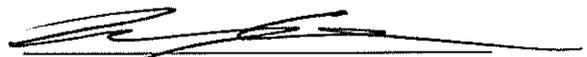
  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
RODERICK J. WOOD  
City Manager

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

[Signatures continue]



KARL KIRKMAN  
Risk Manager

## **EXHIBIT B**

### **Compensation and Payment**

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

The total sum shall not exceed the amount of Three Hundred and Fifty Thousand Dollars (\$350,000.00) annually, as set forth in the purchase order issued by CITY for all services to be provided pursuant to this Agreement. Said Compensation shall constitute reimbursement of CONSULTANT's fee for the services as well as the actual cost of any equipment, materials and supplies necessary to provide the services (including labor, materials, delivery, tax, assembly and installation, as applicable).

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

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE  
CITY OF BEVERLY HILLS AND EDGESOFT, INC. FOR  
INFORMATION TECHNOLOGY CONSULTING SERVICES  
RELATED TO THE CITY'S WEB-BASED APPLICATIONS

NAME OF CONSULTANT: Edgesoft, Inc.

RESPONSIBLE PRINCIPAL  
OF CONSULTANT: Shan Sundar, President

CONSULTANT'S ADDRESS: 6133 Bristol Parkway, Suite 301  
Culver City CA 90230

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

COMMENCEMENT DATE: Upon Written Notice to Proceed

TERMINATION DATE: June 30, 2010 unless terminated sooner  
pursuant to Section 11

CONSIDERATION: An amount not to exceed \$290,000.00  
(includes applicable taxes) as more fully  
described in Exhibit B

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE  
CITY OF BEVERLY HILLS AND EDGESOFT, INC. FOR  
INFORMATION TECHNOLOGY CONSULTING SERVICES  
RELATED TO THE CITY'S WEB-BASED APPLICATIONS

This Amendment No. 1 is to that certain Agreement dated August 20, 2007 and identified as Contract No. 347-07 ("Agreement"), a copy of which is on file in the office of the City Clerk, between the City of Beverly Hills, a municipal corporation ("City"), and EdgeSoft, Inc., a California corporation ("Consultant"), for information technology consulting services related to the City's web-based applications.

RECITALS

A. CITY entered into a written Agreement, dated August 20, 2007, for information technology consulting services related to the City's web-based applications.

B. CITY desires to amend the Agreement to increase the Consideration and extend the Termination Date as a result of the need for additional hours of consulting services in connection with City's eGov initiatives.

NOW, THEREFORE, the parties agree as follows:

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

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

Section 3. Exhibit B, "Compensation and Payment," shall be amended as attached hereto and incorporated herein by this reference.

Section 4. Except as specifically amended herein, 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

\_\_\_\_\_  
JIMMY DELSHAD  
Mayor of the City of Beverly Hills, California

ATTEST:

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

CONSULTANT: EDGESOFT, INC.

\_\_\_\_\_  
SHAN SUNDAR  
President

\_\_\_\_\_  
PUILEE CHIA  
Secretary

APPROVED AS TO FORM

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
RODERICK WOOD  
City Manager

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

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

## EXHIBIT B

### COMPENSATION AND PAYMENT

City shall pay Consultant compensation at a blended rate of One Hundred and Ten Dollars (\$110.00) per hour for scheduled service during normal business hours. The total sum shall not exceed the amount of Two Hundred and Ninety Thousand Dollars(\$290,000.00), as set forth in the purchase order issued by City for all services to be provided pursuant to this Agreement. Said Compensation shall constitute reimbursement of Consultant's fee for the services as well as the actual cost of any equipment, materials and supplies necessary to provide the services (including labor, materials, delivery, tax, assembly and installation, as applicable).

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