



## **AGENDA REPORT**

**Meeting Date:** October 7, 2008  
**Item Number:** F-14  
**To:** Honorable Mayor & City Council  
**From:** Noel Marquis, Assistant Director of Administrative Services-  
Finance  
**Subject:** **APPROVALS RELATED TO VARIOUS CITY PURCHASING  
AND BUDGET TRANSACTIONS AS DESCRIBED HEREIN**  
**Attachments:** 1. Agreements (2)

---

**Item A. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF  
BEVERLY HILLS AND IRON MOUNTAIN INFORMATION  
MANAGEMENT, INC. FOR OFFSITE DATA STORAGE AND  
RELATED SERVICES.**

### **RECOMMENDATION**

Staff recommends that the City Council approve the agreement with Iron Mountain Information Management, Inc., for offsite data storage services.

### **INTRODUCTION**

Iron Mountain Information Management, Inc. provides offsite data storage services essential to the City's disaster recovery operations.

### **DISCUSSION**

For more than ten years, the City of Beverly Hills has utilized the services of Iron Mountain Information Management, Inc. (previously Arcus), for offsite storage of vital information that secures the recovery of data should there be adversities that will impede normal City operations. For continuity purposes, the City's interests are best served by retaining their services, unless and until the City completes a new disaster recovery plan and bids out the entire project for a new

storage and disaster recovery system. The agreement is for three years, renewable every year, for a total not-to-exceed amount of \$25,000 annually.

### **FISCAL IMPACT**

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

**Item B. APPROVAL OF A PURCHASE ORDER TO LANDSCAPE FORMS, INC., FOR THE PURCHASE OF OUTDOOR FURNITURE FOR BEVERLY HILLS GARDENS IN THE AMOUNT OF \$94,426.49.**

### **RECOMMENDATION**

Staff recommends that the City Council approve the purchase order to Landscape Forms, Inc., for the purchase of outdoor furniture for the Beverly Hills Gardens for a total not-to-exceed amount of \$94,426.49.

### **INTRODUCTION**

Landscape Forms, Inc., is the leading designer and manufacturer of site furniture in North America. They have been in business for 37 years and have won numerous design awards in prestigious competitions.

### **DISCUSSION**

The outdoor furniture by Landscape Forms, Inc. was selected by City staff, the project designer, and representatives from the Montage. The furniture will be for the comfort and style of visitors in the Beverly Hills Gardens which is located adjacent to the Montage Hotel. Landscape Forms, Inc. is the exclusive manufacturer of the selected furniture.

In the past, the City had purchased trash receptacles and benches from Landscape Forms, Inc. for the Urban Design project.

### **FISCAL IMPACT**

Funds were budgeted and are available in the Public/Montage CIP Funds for this purpose.

**Item C. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND ROBERT HALF INTERNATIONAL, INC., DBA OFFICE TEAM AND ACCOUNTEMPS FOR TEMPORARY STAFFING ON AN AS-NEEDED BASIS.**

**RECOMMENDATION**

Staff recommends that the City Council approve the agreement with Robert Half International, Inc., dba Office Team and Accountemps, for temporary staffing services.

**INTRODUCTION**

To improve the quality of temporary employment candidates and obtain better pricing, a Request for Proposal (RFP) for temporary staffing services was sent out and 16 proposals were received.

**DISCUSSION**

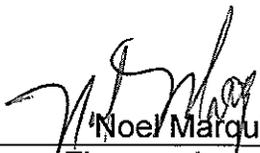
After a comprehensive analysis of the submitted RFPs, five temporary staffing firms were selected, of which four agreements were presented and approved at the September 23, 2008 formal City Council meeting. Presented here for your consideration is the fifth agreement with Robert Half International.

The agreement for staffing services with Robert Half International like the agreements for Spherion, Stivers Staffing and Express Employment Professionals stipulate that pricing will not be more than 30% above the budgeted position's hourly rate for the first step in the salary range.

Currently, the City primarily uses one vendor for temporary staffing services. The increase in vendor options and the restructuring of the bill rates are estimated to result in annual cost savings of 15%. Assuming similar usage of temporary services during the current fiscal year as used in fiscal year 2007/2008, the proposed agreements will save the City approximately \$53,000 on temporary employment expenses.

**FISCAL IMPACT**

Funds were budgeted and are available in each Department's Temporary Staffing budget for this purpose.

  
\_\_\_\_\_  
Noel Marquis  
Finance Approval

  
\_\_\_\_\_  
Scott G. Miller  
Approved By

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND IRON MOUNTAIN INFORMATION MANAGEMENT,  
INC. FOR OFFSITE DATA STORAGE AND RELATED  
SERVICES

NAME OF CONSULTANT: Iron Mountain Information Management,  
Inc.

RESPONSIBLE PRINCIPAL  
OF CONSULTANT: Gabrielle Dewey, Manager of Account  
Services

CONSULTANT'S ADDRESS: Iron Mountain -Southern California Market  
12958 Midway Place  
Cerritos, California 90703

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, 2008

TERMINATION DATE: June 30, 2011 unless terminated sooner  
pursuant to Section 11 of the Agreement

CONSIDERATION: Not to exceed \$25,000 per year, based on  
the rates set forth in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND IRON MOUNTAIN INFORMATION MANAGEMENT,  
INC. FOR OFFSITE DATA STORAGE AND RELATED  
SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Iron Mountain Information Management, Inc., (hereinafter called "CONSULTANT").

RECITALS

A. CITY desires to have certain offsite data storage 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 provide the services of providing offsite data storage more particularly described in Exhibit A in a manner satisfactory to City and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Section 2. Term of Agreement. CONSULTANT shall perform the services on or by the Termination Date set forth above.

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.

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. This Agreement shall be binding on the successors and assigns of the CONSULTANT. CONSULTANT may associate with its affiliates in the performance of this Agreement.

Section 6. Responsible Principal(s).

(a) CONSULTANT's 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's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

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. Other personnel may be authorized to perform work under this Agreement subject to the prior written approval of CITY's Risk Manager.

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. Insurance.

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

(b) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONSULTANT in performing the services required by this Agreement.

(c) CONSULTANT agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation insurance as required by law.

(d) CONSULTANT shall require each of its sub-consultants or sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(e) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(f) CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

(g) At all times during the term of this Agreement, CONSULTANT shall maintain on file with the City Clerk a certificate or certificates of insurance on a form approved by the CITY Risk Manager, showing that the aforesaid policies are in effect in the required amounts. CONSULTANT shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The policies of insurance required by this Agreement shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(h) The insurance provided by CONSULTANT shall be primary to any coverage available to CITY. Subject to the indemnification provision set forth in this Agreement, CONSULTANT shall provide a waiver of subrogation for the required general liability and automobile liability insurance policies.

(i) Any deductibles or self-insured retentions must be declared to CITY.

Section 10. Indemnification. CONSULTANT agrees to fully indemnify and hold harmless CITY and its employees and agents for any claim, liability, cost or expense (including litigation expenses and reasonable attorneys' fees) arising out of CONSULTANT's breach of any terms or provisions of the Agreement, provided that this indemnification shall not affect the limitation on CONSULTANT's liability in the event of loss or destruction of, or damage to, stored materials as set forth in Exhibit A.

Section 11. Termination.

(a) CITY may cancel this Agreement at any time upon thirty (30) 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 12. CITY's Responsibility. CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT's services.

Section 13. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 14. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONSULTANT must be made in writing and approved by both parties.

Section 15. Precedence. In case of conflict between any of the Exhibits attached hereto and the terms of this Agreement, this Agreement shall take precedence over the Exhibits.

Section 16. Notice. Any notice required to be given to CONSULTANT shall be deemed duly and properly given upon delivery, if sent to CONSULTANT postage prepaid to the CONSULTANT's address set forth above or personally delivered to CONSULTANT at such address or other address specified to CITY in writing by CONSULTANT.

Any notice required to be given to CITY shall be deemed duly and properly given upon delivery, if sent to CITY postage prepaid to CITY's address set forth above or personally delivered to CITY at such address or other address specified to CONSULTANT in writing by CITY.

Section 17. 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 18. Entire Agreement. This Agreement (including attached Exhibits) represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

Section 19. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 20. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

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

CITY OF BEVERLY HILLS  
A Municipal Corporation

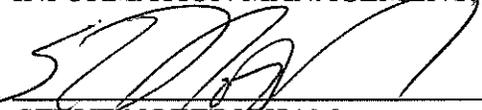
\_\_\_\_\_  
BARRY BRUCKER  
Mayor of the City of Beverly Hills,  
California

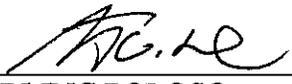
ATTEST:

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

(SEAL)

CONSULTANT: IRON MOUNTAIN  
INFORMATION MANAGEMENT, INC.

  
\_\_\_\_\_  
STEVE NOTTINGHAM  
Senior Vice President

  
\_\_\_\_\_  
STERLING POLOSO  
Vice President

[Signatures continue]

APPROVED AS TO FORM



LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

---

RODERICK J. WOOD  
City Manager



---

DAVID SCHIRMER  
Chief Information Officer



---

KARL KIRKMAN  
Risk Manager

## EXHIBIT A

### SCOPE OF SERVICES BASIC TERMS AND CONDITIONS

(Based on terms and conditions promulgated by Professional Records & Information Services Management)

For purposes of this Exhibit, Iron Mountain shall mean CONSULTANT and Customer shall mean CITY.

The following terms and conditions shall apply to this Agreement.

1 Term. The term of this Agreement shall commence on the date of Customer's signature or, if later, the Effective Date set forth on the first page of this Agreement. The initial term of this Agreement shall continue for one (1) year after commencement, unless otherwise set forth in a Schedule. Unless otherwise provided in a Schedule, upon expiration of the initial term, the term will continue with automatic renewals for additional one (1) year terms, unless written notice of non-renewal is delivered by either party to the other not less than thirty (30) days prior to the expiration date. In the event that Iron Mountain continues to hold Deposits after the expiration or termination of this Agreement, the terms of this Agreement shall continue to apply until all Deposits have been removed from Iron Mountain's facility, except that Iron Mountain may adjust rates upon thirty (30) days' written notice.

2 Charges. Rates and charges shall be as specified in the Pricing Schedule (Schedule A) and/or other Schedules. Unless otherwise provided in a Schedule: (i) rates for storage shall remain fixed for the first year of this Agreement, and may thereafter be changed at any time upon thirty (30) days' written notice, and (ii) rates for services may be adjusted by Iron Mountain at any time upon thirty (30) days' written notice. Transportation surcharges apply and change monthly without notice in accordance with the fuel surcharge policy, which may be found at <http://cic.ironmountain.com>.

3 Principal Provider. The charges for the services set forth in the Schedules are predicated upon the expectation that Customer will utilize Iron Mountain as its primary third-party provider of such services. In the event that Customer does not so utilize Iron Mountain's services, Iron Mountain reserves the right to adjust rates and charges to standard list rates and charges.

4 Authorization; Customer Instructions. Iron Mountain will perform services pursuant to direction of Customer's agent(s) identified pursuant to Iron Mountain's standards. Authority granted to any persons on standard authorization forms shall constitute Customer's representation that the identified persons have full authority to order any service for, or disposal or removal of, Customer's Deposits. Such orders may be given in person, by telephone or in writing (fax, electronically or hard-copy).

5 Operational Procedures. Customer shall comply with Iron Mountain's reasonable operational requirements, as modified from time to time, regarding containers, delivery/pickup volumes, preparation for pickup, security, access and similar matters. Customer acknowledges that volume requests that exceed one hundred twenty-five percent (125%) of normal volume may require Iron Mountain to incur additional costs, which Customer will pay at Iron Mountain's overtime rates, provided that Iron Mountain shall have advised Customer thereof in advance.

6 Force Majeure. In no event shall either party be liable for delay or inability to perform caused by acts of God, governmental actions, labor unrest, acts of terrorism, riots, unusual traffic delays or other causes beyond its reasonable control.

7 Governmental Orders. Iron Mountain is authorized to comply with any subpoena or similar order related to the Deposits, provided that Iron Mountain notifies Customer promptly upon receipt thereof, unless such notice is prohibited by law. Customer shall pay Iron Mountain's applicable charges set forth in a Schedule(s) for such compliance. Iron Mountain will cooperate with Customer's efforts to quash or limit any subpoena, at Customer's expense. Customer acknowledges that its shipments may be subject to inspection while in transit by federal, state or local government entities ("Government Inspectors"), and Customer authorizes Iron Mountain to fully cooperate with such inspections. Iron Mountain shall bear no responsibility for loss or damage to Deposits, or containers housing Deposits, caused by Government Inspectors.

8 Confidentiality. "Confidential Information" means (i) any information concerning or relating to the property, business and affairs of the party disclosing such information that is furnished to the receiving party, and (ii) this Agreement and its Schedules, except for information that was previously known to the receiving party free of any obligation to keep it confidential, is subsequently made public by the disclosing party or is disclosed by a third party having a legal right to make such disclosure. All Confidential Information shall be held in confidence by the receiving party and shall be used only in the manner contemplated by this Agreement. Iron Mountain shall not obtain any rights of any sort in or to the Confidential Information of Customer contained in Deposits. Iron Mountain shall implement and maintain reasonable safeguards designed to protect Customer's Confidential Information.

9 Liability in Event of Loss of Deposits. Iron Mountain shall not be liable for any loss or destruction of, or damage to, Deposits, however caused, unless such loss or damage resulted from the failure by Iron Mountain to exercise such care as a reasonably careful person would exercise under like circumstances; Iron Mountain is not liable for loss or damage which could not have been avoided by the exercise of such care. If liable, the amount of Iron Mountain's liability is limited as provided on the first page hereof. Deposits are not insured by Iron Mountain against loss or damage, however caused. Customer may insure Deposits through third-party insurers for any amount, including amounts in excess of the agreed value set forth above. Customer shall cause its insurers of Deposits to waive any right of subrogation against Iron Mountain. If Deposits are placed in the custody of a third-party carrier for transportation, the carrier shall be solely responsible for any loss or destruction of, or damage to, such Deposits while in the custody of the carrier.

10 Liability for Non-Storage Services. With respect to services not related to the storage of Deposits, Iron Mountain shall not be liable for any loss or default unless such loss or default is due to the negligence of Iron Mountain. If liable, the amount of Iron Mountain's liability is limited as provided on the first page hereof.

11 No Consequential Damages, etc. In no event shall either party be liable for any consequential, incidental, special or punitive damages, or for loss of profits or loss of data, regardless of whether an action is brought in tort, contract or under any other theory.

12 Destruction of Deposits. Customer releases Iron Mountain from all liability by reason of the destruction of Deposits pursuant to Customer's written authorization. Unless Customer specifically identifies in writing that a Deposit does not contain consumer information (as defined in 16 CFR Section 682.1) or personal data, Deposits will be destroyed by shredding (except that media may be destroyed by pulverization or incineration). Services will be performed at the rates set forth in a Schedule.

13 No Product Warranty. Iron Mountain hereby assigns to Customer any manufacturers' warranties applicable to any products sold by Iron Mountain pursuant to this Agreement. Iron Mountain provides no warranties related to products sold. WITH RESPECT TO PRODUCTS SOLD BY IRON MOUNTAIN TO CUSTOMER, IRON MOUNTAIN MAKES NO EXPRESS OR

**IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

14 Notice of Claims. Claims by Customer must be presented in writing within a reasonable time, and in no event longer than ninety (90) days after delivery or return of the Deposits to Customer or ninety (90) days after Customer is notified of loss, damage or destruction to part or all of the Deposits.

15 Filing of Actions. No action may be maintained against Iron Mountain for loss, damage or destruction of Deposits, unless timely written notice has been given as provided in Section 14, and unless such action is commenced within the earlier of one (1) year after: (i) the date of delivery or return of the Deposits, or (ii) the date Customer is notified of the loss, damage or destruction.

16 Notice of Loss. When Deposits have been lost, damaged or destroyed, notice thereof may be given by mailing a letter via U.S. mail to Customer, and the time limitation for presentation of a claim and commencement of action or suit begins on the date of Customer's receipt of such notice.

17 Ownership Warranty. Customer warrants that it is the owner or legal custodian of the Deposits and has full authority to store the Deposits and direct their disposition in accordance with this Agreement. Customer shall reimburse Iron Mountain for any expenses reasonably incurred by Iron Mountain (including reasonable legal fees) by reason of (i) Iron Mountain's compliance with the instructions of Customer in the event of a dispute concerning the ownership, custody or disposition of Deposits, or (ii) any representation by Customer in this Agreement being untrue or incorrect.

18 Restrictions on Material; Customer Premises. Customer shall not store with Iron Mountain nor deliver for shredding any material that is highly flammable, explosive, hazardous, toxic, radioactive, medical waste, organic material that may attract vermin or insects, or otherwise dangerous or unsafe to store or handle, or any material that is regulated under any federal or state law or regulation relating to the environment or hazardous materials. Customer warrants that it shall only place paper-based materials in the shredding bins. Customer shall indemnify Iron Mountain for damage to equipment or injury to personnel resulting from Customer's breach of this warranty. Customer shall not store negotiable instruments, jewelry, check stock or other items that have intrinsic value. Customer's premises where Iron Mountain employees perform services or make deliveries hereunder shall be free of hazardous substances and hazardous or dangerous conditions.

19 Software License. If access to or use of Iron Mountain inventory management software and computer programs (the "Software") is provided hereunder in connection with the services, Iron Mountain hereby grants Customer a limited, nonexclusive license to use the Software solely in conjunction with records storage services provided by Iron Mountain during the term of this Agreement. Customer acknowledges that all Software and the inventory management system comprised of the Software belong to Iron Mountain. During the term of this Agreement, Iron Mountain shall have the exclusive right to use Deposit inventory information (including metadata) to provide records management services to Customer; upon expiration of this Agreement, Iron Mountain shall have the right to use such inventory information for administrative purposes. Iron Mountain's obligation to protect the confidentiality of such information shall survive the termination or expiration of this Agreement.

20 Non-Custodial Status. Unless Iron Mountain shall have explicitly agreed in writing, Iron Mountain's performance of services shall not cause Iron Mountain to be deemed a "custodian" of the records or "designee" of Customer with respect to such records, or have any other liability under state or federal law with respect to such records.

21 ITAR/EAR Compliance. Customer represents that none of the Deposits stored by Iron Mountain pursuant to this Agreement require protection from access by foreign persons because they contain technical information regarding defense articles or defense services within the meaning of the International Traffic in Arms Regulations (22 CFR 120) or technical data within the meaning of the Export Administration Regulations (15 CFR 730-774). If any of Customer's Deposits do contain any such information, Customer shall notify Iron Mountain of the specific Deposits that contain such information and acknowledge that special storage and service rates shall apply thereto.

EXHIBIT B  
CONSIDERATION

**BACKUP TAPE VAULTING**

**TRANSPORTATION SERVICES**

**Scheduled Service** – Scheduled Pickup/Delivery services are provided during Regular Business Hours (local time) during Business Days, excluding Holidays.

Description	Price	Per	Internal Code
Scheduled Service	\$35.00	Trip	TRANSTR100
Scheduled Same Place/Same Floor	\$10.00	Trip	TRANSTR120
Scheduled Same Building/Campus	\$15.00	Trip	TRANSTR110

**Special Service** – Pickup/Delivery service initiated to occur within a specific timeframe of request for service from Customer's Authorized Representative. Charges for Special Service are in addition to the Scheduled Service trip charge.

Description	Price	Per	Internal Code
Standard Special (24 hours)	\$125.00	Trip	SPECLST000
Critical Special (3 hours)	\$165.00	Trip	SPECLEM000
Holiday Service Premium	\$80.00	Holiday	HOLIDAY000
Out of Service Territory Premium	\$1.25	Mile	TRANSTBD3

*Transportation Services are billed monthly in arrears.*

**TRANSPORTATION FEES**

**Fuel Surcharge Policy**

A Fuel Surcharge is applied monthly based upon changes in the price of diesel fuel as published by the US Department of Energy. This charge is calculated monthly and included as a percentage of transportation related service charges. The current monthly Fuel Surcharge information can be found on the website at [cic.ironmountain.com/FuelSurcharge](http://cic.ironmountain.com/FuelSurcharge).

**VAULTING**

The service of storing media Items at an Iron Mountain facility.

Description	Price	Per	Internal Code
Slotted Media - Active	\$0.80	Slot	VAULTA1000
Closed Container (Small)	\$13.26	Container	CONTSMALL
Closed Container (Medium)	\$15.00	Container	CONTMED
Closed Container (Large)	\$26.00	Container	CONTLARGE
Closed Container (X-Large)	\$26.00	Container	CONTXL
Closed Storage Cabinet	\$130.00	Container	CABINET
Transport Container	\$6.00	Container	TRANSCONT
Transport Cart	\$100.00	Cart	TRANSCART
Closed Cart	\$150.00	Cart	CCARTS

*Storage services are billed monthly in arrears.*

**MEDIA MANAGEMENT SERVICES**

Services are provided during Regular Business Hours (local time) during Business Days, excluding Holidays.

Handling Description	Price	Per	Internal Code
Closed Container/Cart Handling	\$1.50	Item	HANDL03000
Transport Container Handling	\$1.00	Item	HANDL04000
Media Handling - Active (with electronic file)	\$0.50	Item	HANDL01000
Media Handling - Active (without electronic file)	\$0.50	Item	HANDL07000

**OTHER PRODUCTS AND SERVICES**

Description	Price	Per	Internal Code
Management Services during Business Hours	\$38.00	Hour	LABOR02000
Management Services outside Business Hours	\$47.00	Hour	LABOR07000
SecureSync Compatible Scanner - Tethered	\$295.00	Each	SCANNER1
SecureSync Compatible Scanner - Wireless	\$1,495.00	Each	SCANNER2
Data Entry Fee	\$75.00	Month	CODE

Container Locks	\$6.00	Lock	MAINTLOCKS
Security Clips	\$1.50	Clip	MAINTCLIPS
Temporary Transport Container Fee	\$1.00	Each per Day	TRANSRENTL
Custom Bar Code Labels	\$0.25	Bar Code	MAINTLABEL
Data Products		Quote	DPQUOTE
Disaster Recovery Readiness Services		Quote	DRSVCS
Library Moves		Quote	LIBMOVES
Plastic Media Destruction		Quote	OTHERDD000

*Use of third party carriers for Disaster Recovery Testing and Library Moves require the completion of the Third Party Transportation Authorization Form.*

**OTHER MONTHLY FEES**

Description	Price	Per	Internal Code
Administrative Fee	\$25.00	Acct Number	MAINTADMIN
Minimum Monthly Fee	\$175.00	Acct Number	NOITMMINBL

Additional Services beyond those listed in this Pricing Schedule are available. For service descriptions, please go to Additional Services at [cic.ironmountain.com/dataprotection/additional](http://cic.ironmountain.com/dataprotection/additional).

**DATA PROTECTION AND RECOVERY MONTHLY COST ESTIMATE**

**Backup Tape Vaulting Monthly Cost Estimate**

Description	Internal Code	Price	Per	Qty	Total Price per Month
<i>Transportation Services</i>					
Scheduled Service	TRANSTR100	\$35.00	Trip	22	\$770.00
<b>Total Transportation Services Monthly Cost Estimate</b>					<b>\$770.00</b>
<i>Vaulting</i>					
Slotted Media - Active	VAULTA1000	\$0.80	Slot	380	\$304.00
Closed Container (Small)					
* Container - Multi Utility (Small / X-Small)	CONTRME000	\$13.26	Container	10	\$132.60
Closed Container (Medium)					
* Container - Round Reel	CONTRCR000			Container	2
					\$30.00
Transport Container					
* Transport - DLT (Capacity = 20)	CONTRP5000	\$6.00	Container	3	\$18.00
<b>Total Vaulting Monthly Cost Estimate</b>					<b>\$484.60</b>
<i>Media Management Services</i>					
Closed Container/Cart Handling	HANDL03000	\$1.50	Item	41	\$61.50
Transport Container Handling	HANDL04000	\$1.00	Item	44	\$44.00
Media Handling - Active (with electronic file)	HANDL01000	\$0.50	Item	506	\$253.00
<b>Total Media Management Monthly Cost Estimate</b>					<b>\$358.50</b>
<i>Other Monthly Fees</i>					
Administrative Fee	MAINTADMIN	\$25.00	Acct Number	1	\$25.00
<b>Total Other Monthly Fees Cost Estimate</b>					<b>\$25.00</b>
<b>Total Backup Tape Vaulting Monthly Cost Estimate</b>					<b>\$1,638.10</b>

*The estimate listed above is based on expected volume and activity levels. The actual storage volume and service activity will impact monthly billing. All slotted media is billed in increments of 20 slots.*

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
ROBERT HALF INTERNATIONAL, INC., DBA OFFICE TEAM  
AND ACCOUNTEMPs TO PROVIDE TEMPORARY STAFFING  
ON AN AS-NEEDED BASIS

NAME OF VENDOR: Robert Half International, Inc., dba Office  
Team and Accountemps

RESPONSIBLE PRINCIPAL OF VENDOR: Alexandra Watson  
Metro Market Manager, Robert Half  
International

VENDOR'S ADDRESS: 10877 Wilshire Blvd., 4<sup>th</sup> floor  
Los Angeles, CA 90024

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: Sandra Olivencia, Assistant  
Director of Administrative Services/Human  
Resources

COMMENCEMENT DATE: Upon receipt of written Notice to Proceed

TERMINATION DATE: 3 years from Commencement Date, unless  
extended pursuant to Section 2 of the  
Agreement

CONSIDERATION: Not to exceed amount approved in annual  
CITY purchase order, based on the rates set  
forth in Exhibit B-1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
ROBERT HALF INTERNATIONAL, INC., DBA OFFICE TEAM  
AND ACOUNTEMPMS TO PROVIDE TEMPORARY STAFFING  
ON AN AS-NEEDED BASIS

THIS AGREEMENT is made by and between the City of Beverly Hills, a municipal corporation (hereinafter called "CITY"), and Robert Half International, Inc., dba Office Team and Accountemps, a Delaware corporation (hereinafter called "VENDOR"). Services provided by the Vendor under this Agreement are provided by the Accountemps and OfficeTeam divisions of the Los Angeles, CA branch office ("Branch") of VENDOR. Nothing in this Agreement shall obligate any Vendor branch or division, other than the Accountemps and OfficeTeam division of Branch

RECITALS

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

B. VENDOR represents that it is skilled and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. VENDOR's Services. VENDOR shall perform the services as described in Exhibit A to the reasonable satisfaction of CITY as required by this Agreement.

Section 2. Time of Performance. VENDOR shall perform the services on or by the Termination Date set forth above. The City Manager or his designee may extend the time of performance in writing for three additional one-year terms pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation. CITY agrees to compensate VENDOR, and VENDOR agrees to accept in full satisfaction for the services required by this Agreement an amount not to exceed the amount set forth in annual CITY purchase orders and based on the rates set forth in Exhibit B-1, attached hereto and incorporated herein by this reference. Said Consideration shall constitute reimbursement of VENDOR's fee for the services. CITY shall pay VENDOR said Consideration in accordance with the schedule of payment set forth in Exhibit B-2, attached hereto and incorporated herein

Section 4. Independent Contractor. VENDOR 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 VENDOR or any of VENDOR's employees, except as herein set forth. VENDOR 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. This Agreement may not be assigned in whole or in part by either party, without the prior written consent of CITY.

Section 6. Responsible Principal.

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

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

#### Section 7. Personnel

(a) VENDOR represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All personnel engaged in the work shall be skilled to perform such services. CITY may require the removal of any VENDOR personnel from CITY with or without cause. Supervision of temporary personnel is CITY's responsibility. CITY will not permit or require VENDOR's employees (i) to perform services outside of the scope of his or her assignment; (ii) to sign contracts or statements, (iii) to make any management decisions, (iv) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables or (v) to operate machinery (other than office machines) or automotive equipment. Since VENDOR is not a professional accounting firm, CITY agrees that it will not permit or require VENDOR's temporary employees (a) to render an opinion on behalf of VENDOR or on CITY's behalf regarding financial statements, (b) to sign the name of VENDOR on any document or (c) to sign their own names on financial statements or tax returns. CITY agrees that it will provide safe working conditions.

(b) Prior to an employee of VENDOR performing services under this Agreement, he/she shall be fingerprinted by the CITY Police Department, at CITY's cost, in order for CITY to conduct a State Department of Justice ("DOJ") background check. VENDOR shall not assign to work at CITY any employee whose criminal background check reveals that he/she has been convicted of a misdemeanor or felony involving moral turpitude.

(c) To the extent permitted by law, VENDOR shall have its third party vendor complete a seven (7) year criminal background investigation for all felony convictions and misdemeanor convictions for crimes of dishonesty (both State and Federal) for the employee's current county of residence as stated on his or her resume.

(d) VENDOR has not engaged in any verification process other than the reference checks in Section 7(c) (e.g., VENDOR has not screened for drug use, administered a medical exam or conducted a criminal background or credit check.).

(e) Resumes, criminal background checks and any other personally identifiable information relating to VENDOR's temporary personnel placed in CITY pursuant to this Agreement are confidential, as defined by law, and shall be maintained by CITY with reasonable care and in accordance with applicable law.

Section 8. Interests of VENDOR. VENDOR 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 VENDOR.

#### Section 9. Insurance.

(a) VENDOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by VENDOR.

(b) VENDOR agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation and employer's liability insurance as required by law.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(d) VENDOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may immediately terminate this Agreement.

(e) At all times during the term of this Agreement, VENDOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. VENDOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The policies of insurance required by this Agreement (except workers' compensation coverage) shall contain an endorsement naming the CITY as an additional insured with respect to General Liability Insurance. VENDOR shall include CITY as an Alternate Employer for workers' compensation and employer's liability. In the event the policies required under this Agreement are to be canceled, VENDOR shall endeavor to provide thirty (30) days prior written notice to CITY, and ten (10) days notice for premium nonpayment from the date VENDOR received notice from its insurer.

(f) The insurance provided by VENDOR shall be primary to any coverage available to CITY with respect to General Liability Insurance. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

Section 10. Indemnification. VENDOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of VENDOR or any person employed by VENDOR in the performance of this Agreement.

#### Section 11. Termination.

(a) CITY may cancel this Agreement at any time upon five (5) days written notice to VENDOR. VENDOR 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 VENDOR, VENDOR shall be paid full compensation for all services performed by VENDOR, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, VENDOR shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation based on the rates set forth in Exhibit B-1, provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid VENDOR for the full performance of the services required by this Agreement.

(c) VENDOR shall have the right to terminate this Agreement for its convenience at any time upon ninety (90) days prior written notice to CITY. Any respective obligations of VENDOR and CITY hereunder that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive such termination, cancellation or expiration.

Section 12. Notice. Any notice required to be given to VENDOR shall be deemed duly and properly given upon delivery, if sent to VENDOR postage prepaid to the VENDOR's address set forth above or personally delivered to VENDOR at such address or other address specified to CITY in writing by VENDOR.

Any notice required to be given to CITY shall be deemed duly and properly given upon delivery, if sent to CITY postage prepaid to CITY's address set forth above or personally delivered to CITY at such address or other address specified to VENDOR in writing by CITY.

Section 13. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and VENDOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and VENDOR.

Section 14. Attorney's Fees. In the event that CITY or VENDOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

Section 15. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 16. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

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

CITY OF BEVERLY HILLS,  
a municipal corporation

\_\_\_\_\_  
BARRY BRUCKER  
Mayor of the City of Beverly Hills, California

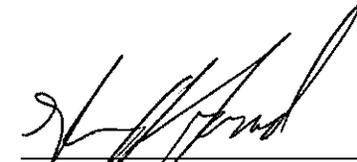
ATTEST:

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

VENDOR: ROBERT HALF  
INTERNATIONAL, INC., DBA OFFICE  
TEAM AND ACCOUNTEMPs,  
a Delaware corporation

  
\_\_\_\_\_  
BRANDI BRITTON  
Vice President

[Signatures continue]



---

TYLER HEREFORD  
Secretary

APPROVED AS TO FORM:



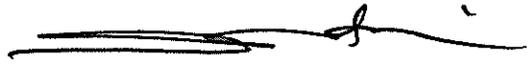
---

LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

---

RODERICK J. WOOD  
City Manager



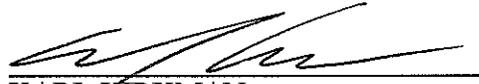
---

SCOTT G. MILLER  
Director of Administrative Services/ Chief  
Financial Officer



---

SANDRA OLIVENCIA  
Assistant Director of Administrative  
Services/Human Resources



---

KARL KIRKMAN  
Risk Manager

## EXHIBIT A

### Scope of Services

VENDOR shall provide temporary staffing needs for CITY on a non-exclusive, as needed basis. VENDOR shall propose candidates to CITY and CITY shall have the right to reject any candidates or request the immediate removal of any VENDOR employee already placed in the CITY. Each VENDOR employee who performs work under this Agreement shall be fingerprinted by CITY Police Department in accordance with Section 7 of this Agreement. CITY shall not require VENDOR's employees to drive during their temporary assignment with CITY.

## EXHIBIT B-1

### Compensation

#### 1. COMPENSATION FOR TEMPORARY STAFFING:

For all positions, CITY shall pay no more than 30% of the CITY's published minimum hourly pay rate.

(a) If a VENDOR employee does not meet CITY's expectations, VENDOR shall not charge CITY for the first four hours of work. CITY may use this offer in conjunction with any other VENDOR offer.

(b) The first four hours shall be free to CITY on any assignment of 30 days or more in which VENDOR employee must receive training or orientation. CITY may use this offer in conjunction with any other VENDOR offer.

(c) The first four hours of VENDOR'S first assignment of 30 days or more in any CITY department shall be free to CITY. CITY may use this offer in conjunction with any other VENDOR offer.

(d) In the event that the work schedule of a temporary position has an alternate schedule, such as a 9/80 or 4/10, CITY shall not pay VENDOR overtime.

#### 2. COMPENSATION FOR EMPLOYMENT BY CITY

(a) CITY may directly employ VENDOR employees without compensation to VENDOR upon completion by such employee of 480 hours worked in the CITY.

(i) For direct hire and temp-to-perm placements, CITY will pay VENDOR 15% of the hired employees annual salary. This fee (the "Fee") shall be prorated based upon the number of hours worked.

(ii) The Fee shall be calculated by (i) multiplying the annual salary by 15%; (ii) dividing that by 480 hours to establish the hourly rate; (iii) subtracting the number of hours worked to date from 480 hours; (iv) multiplying the hourly rate by the number of hours remaining.

(b) VENDOR guarantees all direct hire and temp-to-perm placements for ninety (90) calendar days beginning on the first day of employment as a CITY employee. Should the placed employee prove to be unsatisfactory for any reason within the first ninety (90) days of employment, VENDOR shall replace the employee at no additional charge.

(c) If VENDOR employee is released or leaves during the 480 hour period, VENDOR shall replace the employee and reduce the release period by the number of hours worked. For example, if said employee is released or leaves after 100 hours, the replacement employee may be hired after 380 hours of work at CITY without a fee.

(b) VENDOR shall provide CITY thirty (30) days prior written notice of any change in the rates set forth in this Exhibit. The rate changes are subject to the prior written approval of the City Manager or his designee.

## EXHIBIT B-2

### Schedule of Payment

VENDOR shall submit an itemized statement to CITY for its services performed for the prior month which shall include documentation on a form approved by CITY, setting forth in detail a description of the services rendered and the hours of service. CITY shall pay VENDOR the amount of such billing within thirty (30) days of receipt of same.



**EXHIBIT C**

**CERTIFICATE OF INSURANCE**

This is to certify that the following endorsement is part of the policy(ies) described below:

**NAMED INSURED**

**COMPANIES AFFORDING COVERAGE**

A.  
B.  
C.

**ADDRESS**

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	LIMITS		
				B.I.	P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the **City of Beverly Hills**, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the **City of Beverly Hills** and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the **City of Beverly Hills**.

In the event of cancellation or material change in the above coverage, the company will give **30 days** written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Authorized Insurance Representative

TITLE: \_\_\_\_\_

AGENCY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

RM02.DOC REVISED 10/14/96.