



## AGENDA REPORT

**Meeting Date:** February 17, 2009  
**Item Number:** F-22  
**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 (3)

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**Item A. APPROVAL OF A PURCHASE ORDER TO CREATIVE BUS SALES, INC. FOR THE PURCHASE OF FIVE 20-PASSENGER CUTAWAY BUSES FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$340,255.30**

### **RECOMMENDATION**

Staff recommends that the City Council approve a purchase order to Creative Bus Sales, Inc. for the purchase of five 20-passenger cutaway buses for a total not-to-exceed amount of \$340,255.30.

Staff also recommends that the City Council waive formal bid procedures under the City's alternative purchasing procedures which allows the City to obtain supplies, equipment or services where competitive bid procedures have already been utilized by another county, city or joint powers agency and the supplies or equipment are supplied to the City at the same or better price as was obtained by the bid procedure of that entity.

### **INTRODUCTION**

In support of the Dial-A-Ride program, the City of Beverly Hills has entered into an agreement with the MV Transportation, Inc. for the operation and maintenance of three City-owned and two leased buses.

Based on an annual analysis of the shuttle-bus fleet a determination has been made that the three City-owned buses have either met or exceeded their established replacement criteria.

## **DISCUSSION**

Dial-A-Ride program staff has requested that the three buses be replaced with the same type of buses and two additional buses be procured as part of the scheduled replacement purchase, bringing the total number of buses to be purchased to five. Staff has determined that it is more cost efficient and more operationally effective for the City to own the two additional buses rather than leasing them.

In anticipation of the scheduled purchase of these five buses, staff has secured Prop "A" grant funding from the Los Angeles County Metropolitan Transit Authority (LACMTA) in the amount of \$206,250 to be applied towards augmenting the shuttle-bus-replacement budget approved for fiscal year 2009.

Creative Bus Sales, Inc. has agreed to extend to the City of Beverly Hills the same pricing and terms and conditions that it had entered in its contract with the San Mateo County Transit District (SamTrans). Total price for 5 new El Dorado National Aerotech 240 Cutaway Buses (20 passengers or 16 ambulatory with 2 wheelchairs) on a 2009 Ford E450 Cutaway is for \$340,255.30 (including all taxes and fees).

NOTE: A cut-away bus describes a van/bus body combination in which the van body has been cutaway behind the drivers seating area and a bus-body attached to the truck chassis.

## **FISCAL IMPACT**

Funds were budgeted and are available in the Capital Assets Internal Service Fund for this purpose in the amount of \$134,005.30 and from the LACMTA grant in the amount of \$206,250.00 for total funding available of \$340,255.30. The LACMTA funding is made after the buses are received as a reimbursement to the City and will be received about a month after the vehicles arrive. The Capital Assets Fund will provide the initial funding and will be reimbursed with the receipt of the LACMTA grant funds.

**Item B. APPROVAL OF AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND ENVIRON INTERNATIONAL CORPORATION, FOR AIR MONITORING CONSULTING SERVICES FOR DEVELOPMENT PROJECTS LOCATED AT 9876 AND 9900 WILSHIRE BOULEVARD; AND**

**APPROVAL OF A CHANGE ORDER IN THE AMOUNT OF \$5,000 TO THE PURCHASE ORDER FOR A TOTAL OF NOT-TO-EXCEED AMOUNT OF \$55,000**

## **RECOMMENDATION**

Staff recommends that the City Council approve amendment no. 1 to the agreement between the City of Beverly Hills and Environ International Corporation and a change order in the amount of \$5,000 to the purchase order for a total of not-to-exceed amount of \$55,000 for air monitoring consulting services for development projects located at 9876 and 9900 Wilshire Boulevard.

## **INTRODUCTION**

Environ International Corporation operates as an environmental and health sciences consulting company. It offers various environmental, energy, and health sciences services, including air quality and carbon management, compliance assistance, corporate responsibility, ecology and sediment management, energy and environmental technology, and environment, health and safety management.

### **DISCUSSION**

On May 23, 2008, the City entered into an agreement with Environ International Corporation to perform preconstruction baseline air monitoring as part of the mitigation measure defined in the Environment Impact Report (EIR) of the 9900 Wilshire project.

Amendment no. 1 will increase the agreement consideration from \$50,000 to \$55,000. The \$5,000 increase is for additional services due to greater than anticipated use of the consultant services which includes more time on-site because of logistic difficulties and additional meetings regarding the pipeline phase and overall construction management plan. Furthermore, the increase is expected to cover the final invoice for the baseline air monitoring phase for the 9900 Wilshire project. A purchase order for \$50,000 has already been encumbered this year.

If the 9900 Wilshire project continues, the consultant will be required to submit a new scope of services with a new contract consideration which will then be presented to the City Council.

### **FISCAL IMPACT**

The cost to perform the consultant services will be fully covered by the developers of 9900 Wilshire project, therefore, creating no fiscal impact to the City.

### **Item C. APPROVAL OF AMENDMENT NO. 4 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND CADOW SOFTWARE CONSULTING, INC. FOR SUPPORT SERVICES IN DEVELOPING AND MAINTAINING COGNOS IMPROMPTU WEB REPORTS**

### **RECOMMENDATION**

Staff recommends that the City Council approve amendment no. 4 to the agreement between the City of Beverly Hills and Cadow Software Consulting, Inc. for support services in developing and maintaining Cognos Impromptu web reports.

### **INTRODUCTION**

Cadow Software Consulting, Inc. will continue with the development of Cognos Impromptu web reports intended to assist staff in financial, budgeting, and human resource analysis and for the technical support services involved in the creation, testing, and launching of such reports. To date, the consultant has built an array of expense, position, purchasing, and payroll-related reports, including reports related to human resources, payroll, and budgeting, as well as some fixes required to the utility and business tax reports.

### **DISCUSSION**

On June 25, 2007 the City of Beverly Hills entered into an agreement with Cadow Software Consulting, Inc. for the development of Cognos Impromptu web reports, staff training, and related technical support services for \$25,000. To date, there have been three (3) amendments to increase the contract consideration- Amendment 1 (\$37,500), Amendment no. 2 (\$50,000), and Amendment no. 3 (\$107,600).

Amendment no. 4 will allow the City to administer the agreement on a project-by-project basis, not to exceed the annual amount set forth in City purchase orders, for the remaining work necessary to develop these web reports.

### **FISCAL IMPACT**

Funds were budgeted and are available in the Management and Budget program of the Policy, Administration and Legal (PAL) Internal Service Fund for this purpose.

**Item D. APPROVAL OF A PURCHASE ORDER TO JAM SERVICES, INC. FOR THE PURCHASE OF 550 COUNTDOWN LIGHT EMITTING DIODE (LED) SIGNAL MODULES FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$109,549**

### **RECOMMENDATION**

Staff recommends that the City Council approve a purchase order to Jam Services, Inc. for the purchase of 550 countdown light emitting diode (LED) signal modules for a total not-to-exceed amount of \$109,549.

Staff also recommends that the City Council waive formal bid procedures under the City's alternative purchasing procedures which allows the City to obtain supplies, equipment or services where competitive bid procedures have already been utilized by another county, city or joint powers agency and the supplies or equipment are supplied to the City at the same or better price as was obtained by the bid procedure of that entity.

### **INTRODUCTION**

Jam Services, Inc. was awarded the bid for LED traffic modules to replace the existing incandescent traffic lamps and aging LED traffic signal modules in the City. They have been working with the City since 2007. The current request combines the LED signals with the pedestrian countdown.

### **DISCUSSION**

Pedestrian countdown signals are gaining wider acceptance as more cities install them as a safety feature for pedestrian corridors. One of the cities to implement this program is the City of San Francisco which has realized a significant reduction in pedestrian/vehicle accidents.

Correspondingly the Public Works and Transportation Department of the City of Beverly Hills began to replace and upgrade the LED traffic pedestrian countdown signals for pedestrian safety. Last year, two intersections within the City of Beverly Hills were tested. Moreno & Durant and South Santa Monica & Charleville Blvd intersections have performed successfully.

Jam Services, Inc. has agreed to extend to the City of Beverly Hills the same pricing and terms and conditions that it had entered into in its contract with the City and County of San Francisco. Total price for 550 pedestrian countdown units including tax is \$109,549.

### **FISCAL IMPACT**

Funds were budgeted and are available in this fiscal year's Capital Improvement Project under the Traffic Signal Install project in the amount of \$266,000 for the third of 3 years of LED traffic signal indication replacements (\$120,000); the first of 2 years of the 25 oldest traffic signal controller replacements (\$96,000) and a study of the installation of 3 warranted signals at the intersection of Sunset Boulevard with Roxbury, Bedford, and Camden Drive (\$50,000). Use of a portion of these funds for the acquisition and installation of the 550 pedestrian countdown units may impact the funding, staff workloads or timing to completion of the scheduled projects in the current fiscal year.

### **Item E. APPROVAL OF AN AGREEMENT BETWEEN THE BEVERLY HILLS UNIFIED SCHOOL DISTRICT AND THE CITY OF BEVERLY HILLS FOR THE PROVISION OF INFORMATION TECHNOLOGY CONSULTING SERVICES**

### **RECOMMENDATION**

Staff recommends that the City Council approve an agreement between the Beverly Hills Unified School District (District) and the City of Beverly Hills for the provision of information technology consulting services on an hourly basis not to exceed \$250,000 per year. The three year contract is cost-neutral and the District is paying the City's cost for providing the services.

### **INTRODUCTION**

The City has worked with the District to conduct needs assessments and requirements analyses to determine the District's technology needs. The District requires project management and technical consulting services related to the District's data center servers, Local Area Network (LAN), Security and IT best-practices, and IT professional services consulting. The City's IT department negotiated with the District to provide these services for an annual fee.

### **DISCUSSION**

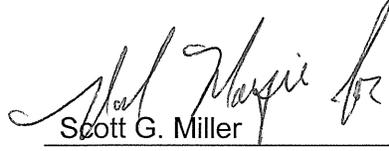
Based on the negotiations, the City will provide up to four thousand hours of consulting services annually, for a total not-to-exceed twelve thousand hours of consulting services during the term of the three-year agreement.

The services to be provided by the City include summarizing key findings and conclusions and providing recommendations to assist the District in understanding how specific changes will impact the future of equipment and applications. Specifically, the services will relate to fine-tuning the District's current server, storage and network environment and the establishment of systems according to IT best practices.

**FISCAL IMPACT**

The agreement provides for the provision of information technology consulting services on an hourly basis not to exceed \$250,000 per year. The three year contract is cost-neutral and the District is paying the City's cost for providing the services.

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

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

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE  
CITY OF BEVERLY HILLS AND ENVIRON  
INTERNATIONAL CORPORATION, FOR AIR MONITORING  
CONSULTING SERVICES FOR DEVELOPMENT PROJECTS  
LOCATED AT 9876 AND 9900 WILSHIRE BOULEVARD

NAME OF CONSULTANT: Environ International Corporation

RESPONSIBLE PRINCIPAL  
OF CONSULTANT: Joseph Hower

CONSULTANT'S ADDRESS: Environ International Corporation  
18100 Von Karman Avenue, Suite 600  
Irvine, CA 92612  
Attention: Joseph Hower

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: George Chavez  
City Building Official

COMMENCEMENT DATE: May 23, 2008

TERMINATION DATE: June 30, 2011 unless extended pursuant to  
Section 2 of the Agreement

CONSIDERATION: Not to exceed \$55,000 based on the rates set  
forth in Exhibit B-1

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE  
CITY OF BEVERLY HILLS AND ENVIRON  
INTERNATIONAL CORPORATION, FOR AIR MONITORING  
CONSULTING SERVICES FOR DEVELOPMENT PROJECTS  
LOCATED AT 9876 AND 9900 WILSHIRE BOULEVARD

This Amendment No. 1 is to the Agreement between the City of Beverly Hills (hereinafter called "CITY"), and Environ International Corporation (hereinafter called "CONSULTANT") dated August 26, 2008 and identified as Contract No. 367-08 ("Agreement").

RECITALS

A. CITY entered into a written agreement with CONSULTANT dated August 26, 2008 for air monitoring consulting services for development projects located at 9876 and 9900 Wilshire Boulevard.

B. CITY desires to increase the services required under the Agreement due to logistical difficulties and the compensation for such additional services.

NOW, THEREFORE, the parties agree as follows:

Section 1. The Consideration shall be amended as set forth above.

Section 2. Attachment 1, Additional Scope of Services, shall be added to Exhibit A, as attached hereto and incorporated herein.

Section 3. Except as specifically amended herein, the Agreement dated August 26, 2008 shall remain in full force and effect.

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

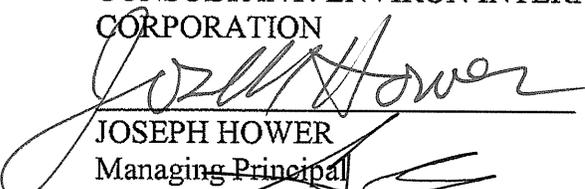
CITY OF BEVERLY HILLS  
A Municipal Corporation

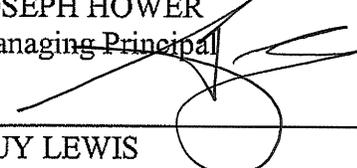
\_\_\_\_\_  
BARRY BRUCKER  
Mayor of the City of  
Beverly Hills, California

ATTEST:

\_\_\_\_\_  
(SEAL)  
BYRON POPE  
CITY CLERK

CONSULTANT: ENVIRON INTERNATIONAL  
CORPORATION

  
\_\_\_\_\_  
JOSEPH HOWER  
Managing Principal

  
\_\_\_\_\_  
GUY LEWIS  
Chief Financial Officer

APPROVED AS TO FORM

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

APPROVED AS TO CONTENT:

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

  
\_\_\_\_\_  
ANNE BROWNING MCINTOSH, AICP  
Interim Director of Community Development

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

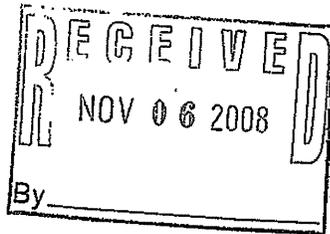
ATTACHMENT 1 TO EXHIBIT A  
ADDITIONAL SCOPE OF SERVICES

# ENVIRON

18100 Von Karman Avenue, Suite 600, Irvine, California 92612  
Tel: 949.261.5151 Fax: 949.261.6202  
See remittance instructions below.

# INVOICE

George Chavez  
City of Beverly Hills  
Building and Safety Dept.  
9357 West 3rd Street  
Beverly Hills, CA 90210



Invoice Date : 10/31/2008  
Invoice Number : 249099  
Project Number : 0518582A  
FEIN : 52-1248616  
Terms: Net 30

**Regarding:** City of Bev. Hills: 9900 Wilshire  
0518582A

Month of Service: September 2008  
PO #: 09200947-1

This is the final invoice for the Baseline Air Monitoring Phase for the proposed 9900 Wilshire project. ENVIRON performed the following out of scope tasks, which were not anticipated during the original budgeting stage:

- ENVIRON staff had to spend more time on-site due to logistic difficulties (e.g., access and security requirements imposed by the school district; on-site power source was not available, so equipment must be powered by batteries that required frequent change out); and
- ENVIRON attended additional meetings and conference calls regarding the pipeline phase and overall construction management plan.

The overage is less than 10% of the budgeted amount, which occurs often for field monitoring projects such as this one.

<b>Professional Services</b>	<b>\$4,092.00</b>
<b>Other Direct Costs</b>	<b>\$258.17</b>
<b>Total Invoice</b>	<b>\$4,350.17</b>

In addition to this invoice, your account shows an unpaid balance of \$25,809.06. In the event that payment has been forwarded, please disregard.

**Remit To:**

**By Wire Transfer:**  
ENVIRON International Corporation  
At Wachovia Bank N.A. ABA #031201467  
Credit Account #2000200146885  
SWIFT Code: PNBPU33  
Confirmation Number 800-735-3320  
Please reference invoice number

**By Regular Mail:**  
ENVIRON International Corporation  
P.O. Box 8500-1980  
Philadelphia, PA 19178-1980

AMENDMENT NO. 4 TO AN AGREEMENT BETWEEN THE  
CITY OF BEVERLY HILLS AND CADOW SOFTWARE  
CONSULTING, INC. FOR SUPPORT SERVICES IN  
DEVELOPING AND MAINTAINING COGNOS IMPROMPTU  
WEB REPORTS

NAME OF CONSULTANT: CADOW Software Consulting, Inc.

RESPONSIBLE PRINCIPAL  
OF CONSULTANT: Ed CADOW, Chief Executive Officer

CONSULTANT'S ADDRESS: 2528 Aiken Avenue  
Los Angeles, CA 90064

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: Scott G. Miller, Director of  
Administrative Services/Chief Financial  
Officer

COMMENCEMENT DATE: June 25, 2007

TERMINATION DATE: June 30, 2012, unless extended as described in  
Section 2 of the Agreement

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

AMENDMENT NO. 4 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND CADOW SOFTWARE CONSULTING, INC. FOR SUPPORT SERVICES IN DEVELOPING AND MAINTAINING COGNOS IMPROMPTU WEB REPORTS

This Amendment No. 4 is to an Agreement between City of Beverly Hills, hereinafter referred to as "City," and CADOW Software Consulting, Inc., a California corporation, hereinafter called "Consultant," dated June 25, 2007 and identified as Agreement No. 244-07, as amended by Amendment No. 1, dated February 19, 2008 and identified as Contract No. 44-08, Amendment No. 2 dated June 13, 2008, identified as Contract No. 207-08, and further amended by Amendment No. 3, dated September 2, 2008 and identified as Contract No. 381-08 ("Agreement"), for support services in developing and maintaining Cognos Impromptu Web Reports.

RECITALS

A. City entered into a written agreement with Consultant dated June 25, 2007, for support services in developing and maintaining COGNOS Impromptu Web Reports, which has been previously amended.

B. City desires to increase the Consideration to compensate Consultant for the continuing use of its services.

NOW, THEREFORE, the parties agree as follows:

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

Section 2. The Consideration shall be amended as set forth above.

Section 3. Except as amended by Sections 2 and 3 of Amendment No. 1, Section 1 of Amendment No. 3, and specifically amended herein, the Agreement dated June 25, 2007, shall remain in full force and effect.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, at Beverly Hills, California.

CITY OF BEVERLY HILLS, a municipal  
corporation

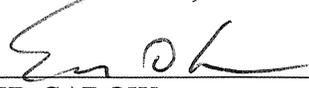
\_\_\_\_\_  
BARRY BRUCKER  
Mayor of the City of Beverly Hills, California

ATTEST:

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

(SEAL)

CONSULTANT: CADOW SOFTWARE  
CONSULTING, INC.

  
\_\_\_\_\_  
ED CADOW  
Chief Executive Officer and Secretary

[Signatures continue]

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

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

AGREEMENT BETWEEN THE BEVERLY HILLS UNIFIED SCHOOL DISTRICT  
AND THE CITY OF BEVERLY HILLS FOR THE PROVISION OF INFORMATION  
TECHNOLOGY CONSULTING SERVICES

THIS AGREEMENT is made as by and between the Beverly Hills Unified School District, a school district organized and existing under the laws of the State of California (hereinafter called "District") and the City of Beverly Hills, a municipal corporation (hereinafter called "City").

RECITALS

- A. District desires to have certain services provided (the "services") as set forth in Exhibit A, attached hereto and incorporated herein.
- B. City desires to assist the District in providing said services;
- C. District is authorized to enter into this Agreement pursuant to the laws of the State of California;

NOW, THEREFORE, the parties agree as follows:

Section 1. Scope of Services. City shall provide the services outlined in the Scope of Services as set forth in Exhibit A consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Section 2. Term. The term of this agreement shall begin on January 1, 2009 and shall continue for three years up to and including December 31, 2011, unless otherwise terminated by the parties.

Section 3. Compensation. District shall compensate City for the services provided under this Agreement an amount not to exceed \$250,000 per each calendar year, based on the rates set forth in Exhibit B, attached hereto and incorporated herein. District shall pay City in accordance with the schedule of payment set forth in Exhibit B.

Section 4. Independent Contractor. City is and shall at all times remain, as to District, a wholly independent contractor. Neither District nor any of its agents shall have control over the conduct of City or any of City's employees, except as herein set forth. City 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 District.

Section 5. Responsible Principal(s). The City's Chief Information Officer shall be principally responsible for City's obligations under this Agreement and shall serve as principal liaison between City and District.

Section 6. Indemnification. The District shall indemnify, defend and hold harmless the City, City Council and each member thereof, and every officer, employee and agent of City (collectively "City"), from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from the acts or omissions of the City or its agents or contractors in connection with its obligations under this agreement or in connection with its performance of the Services or in connection with entering this Agreement. This includes, but is not limited to, any property damage to District facilities and any damage to or loss or use of the District's computer network and its ancillary facilities while performing the Scope of Services.

Section 7. Third Party Vendor. From time to time, the City may utilize (in its sole discretion) a third party vendor to assist in providing the services hereunder. If a third party vendor is utilized, the City shall list the District and its officers as an additional insured under that third party contract.

Section 8. Required Approvals. Where agreement, approval, acceptance, or consent by either party is required by any provision of this Scope of Services 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.

Section 9. Disclaimer. THE SERVICES PROVIDED BY THE CITY IS PROVIDED "AS IS". THE CITY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CITY EXPRESSLY DISCLAIMS ALL WARRANTIES.

Section 10. Limitation of Liability. The cumulative liability of City to District for all claims relating to the services provided under this agreement, in contract, tort or otherwise, shall not exceed the amount of compensation received under this Agreement. In no event shall the City be liable to District for any indirect, special, incidental or consequential damages; loss of, or damages to records or data; any economic damages; or lost profits, goodwill or anticipated savings or interruption of business, whether such alleged damages are labeled in tort, contract or indemnity, that arise out of the services provided by City under this Agreement even if the City has been advised of the possibility of such potential loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness or other remedies and shall also apply to any of the City's subcontractors and represents the maximum for which the City and its subcontractors are collectively responsible.

Section 11. Termination.

(a) Either party may cancel this Agreement, with or without cause, upon thirty days written notice to the other party. City shall cease all work under the Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement, City shall be paid full compensation for all services performed by City, in an amount to be determined as follows: for work done in accordance with the terms and provisions of this Agreement, City 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 City for the full performance of the services required by this Agreement.

Section 12. District's Responsibilities.

(a) The District agrees to be 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.

(b) The District agrees to allow the City and its entities to manage District contact information, including names, phone numbers, and e-mail addresses. Such information will be processed and used only in connection with the services under this Agreement and may be provided to contractors, and assignees of the City and its entities for uses limited to their collective performance under the contract, including communicating with District.

(c) District will identify and make the interpretation of any applicable federal, state and local laws, regulations and statutes and ensure that deliverables of the project as defined herein meet those requirements.

Section 13. Project Change Control Procedure.

(a) District may request, in writing, changes in the project upon approval of both parties. When the District and city agree to a change in the Scope of Work, a written description of the agreed change (called a "Change Authorization") shall be prepared and signed by both parties. 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 as Exhibit C. "No-cost" changes to the Scope of Services will be processed in the same manner (use of the Change Authorization form). For purposes of this Agreement, "project" shall be defined as any project management and technical services authorized by the District to be performed by the City as described in Section 1.0 of Exhibit A, Scope of Services.

(b) Any change to the project that would exceed the amount of compensation set forth herein (maximum of \$250,000 per calendar year), requires an amendment to this Agreement and a revised Scope of Services to be agreed upon and executed by the District and City.

Section 14. Notice. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during the party's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

City: Chief Information Officer  
City of Beverly Hills  
455 Rexford Drive

Beverly Hills, California

District: District Superintendent  
Beverly Hills Unified School District  
255 S. Lasky Drive  
Beverly Hills, California 90212

Section 15. Successors and Assigns. Neither party shall assign or attempt to assign any portion of this Agreement without the written approval of the other party. Notwithstanding, District understands that some of the work to be performed by the City shall be performed by contractors engaged by the City and agrees to the subcontracting of such work.

Section 16. Entire Agreement. This Agreement represents the entire integrated agreement between City and District, 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 District.

Section 17. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California. Venue shall be in Los Angeles County.

Section 18. Attorney's Fees. In the event that City or District 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 its attorney's fees.

Section 19. 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.

Section 20. Representations and Warranties Regarding Execution. Each of the Parties represents and warrants that (i) each is fully authorized to enter into this Agreement, (ii) each has read and fully understands the provisions of this Agreement, and (iii) each has relied on the advice and representation of its legal counsel with respect to the matters set forth herein. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one agreement.

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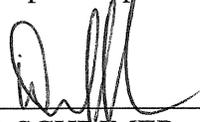
IN WITNESS WHEREOF, the parties have executed this Agreement as of  
the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

DISTRICT:



\_\_\_\_\_  
NOOSHIN MESHKATY  
President, Beverly Hills Unified School District

CITY OF BEVERLY HILLS  
A Municipal Corporation



\_\_\_\_\_  
DAVID SCHRIMER  
Chief Information Officer

APPROVED AS TO FORM:



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

APPROVED AS TO CONTENT:



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

## EXHIBIT A

### **SCOPE OF SERVICES**

This Scope of services defines the work to be accomplished by the City under the terms and conditions of this Agreement. The tasks to be performed by the City are defined and an Estimated Schedule is provided. In addition, the responsibilities of City of Beverly Hills listed. Based on the successful deployment of network and data center infrastructure by the District, the City will provide support changes and additional services as outlined in this Agreement.

#### **1.0 Scope of Services**

The City will provide up to twelve thousand (12,000) hours of project management and technical consulting services (4000 per year) to the District through December 31, 2011 in the following areas:

- the District's data center servers
- Local Area Network (LAN)
- Security and IT best-practices
- IT professional services consulting

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

#### **1.1 Key Assumptions**

This Scope of Services and the City'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 Section 12, "Project Change Control Procedure", and the form, which is attached as Exhibit C to this Agreement.

1. This Scope of Services pertains to only the five District school sites located in Beverly Hills, CA.
2. Some the District activities on this project may be performed on the City premises. The time spent on these contract-related District activities will be billable to the District.
3. Some of the Services may be performed by a City subcontractor.
4. The City will provide Services under this Scope of Services during normal business hours, 8:00 a.m. to 5:00 p.m. (local time) Monday through Friday, except the City holidays, unless otherwise specified.

#### **1.2 City Responsibilities**

The specific Services to be provided by the City under this Scope of Services are described in this section.

##### **1.2.1 Project Management**

*Description:* The City shall provide an individual (“the City Project Manager”) to provide direction to and control of the City project personnel, who will establish a framework for project communications, reporting, procedural and contractual activity. The major sub tasks are:

1. Maintain project communications through the District 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 Scope of Services. 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 District Project Manager.

*Completion Criteria:* This activity will be complete when the other activities described as City Responsibilities have been completed, according to their completion criteria, or the City has met the criteria defined in the Completion Criteria section of this Scope of Services.

*Deliverables:* Monthly Status Reports

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

*Description:* An engagement kickoff and project planning meeting between the District and City will occur as soon as possible after a specific request from an authorized District representative. This meeting may be held via telephone conference call. The purpose of this meeting is to give the City team member(s) a high level understanding of District’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 underway

*Deliverable:* None.

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

*Description:* the City will summarize key findings and conclusions and provide recommendations to assist District in understanding how specific changes will impact the future of equipment and applications. These changes will be related to fine-tuning the District’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 the City has reported its findings to the District Project Manager.

*Deliverable:* Summary of Findings and Recommendations.

## **1.3 District Responsibilities**

The responsibilities listed in this section are in addition to those responsibilities specified in this Agreement and are to be provided by District at no charge to the City.

### **1.3.1 District Project Manager**

Prior to the start of this Scope of Services under the Agreement, the District will designate a person, called the District Project Manager, to whom the City communications will be addressed and who has the authority to act for District in all aspects of the contract.

The District Project Manager shall:

1. Serve as the interface between the City and all District departments, organizations and sites participating in this project.
2. With the City project manager, develop the project plan prior to implementation for each engagement.
3. With the City 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 the City's request, unless both the City and District agree to an extended response time.
6. Help resolve project issues and escalate issues within District's organization, as necessary.

### **1.3.2 Office Space and Other Facilities**

District shall:

1. Provide suitable office space, office supplies, furniture, telephone and other facilities equivalent to those provided to District employees for the City project team while working on District premises.
2. Provide necessary clerical and reproduction services for project staff while working on District 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 the City 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, District may need to provide access to facilities outside of these hours.

### **1.4 Estimated Schedule**

Estimated Start Date = January 1, 2009

Estimated End Date = December 31, 2011

Reasonable effort shall be made to keep the schedule dates intact.

The City shall not be responsible for delays or additional requirements imposed by any government agencies, labor disputes, fire, unavoidable casualties, or unforeseen conditions.

### **1.5 Deliverable Materials**

The following items will be delivered to District under this Scope of Services. See Exhibit D, "Deliverables Guidelines", for a description of each deliverable.

- Status Report
- Summary of Findings and Recommendations

### **1.6 Completion Criteria**

The City shall have fulfilled its obligations under this Scope of Services when any one of the following first occurs:

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

## **EXHIBIT B**

### **COMPENSATION**

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

The 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 \$65.50 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 the 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 the City's Services, District agrees to pay the City for actual hours expended by the 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.

**EXHIBIT C**  
**CHANGE AUTHORIZATION FORM**

## EXHIBIT D

### Deliverable Guidelines

#### Status Report

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

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

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

- Key findings and conclusions
- Recommendations