



AGENDA REPORT

Meeting Date: May 13, 2009
Item Number: F-6
To: Honorable Mayor & City Council
From: Jonathan Lait, AICP, City Planner
Subject: AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND JONES & STOKES ASSOCIATES, INC. FOR THE PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT FOR THE WALLIS ANNENBERG CENTER FOR THE PERFORMING ARTS (FORMERLY THE BEVERLY HILLS CULTURAL CENTER) AND APPROVAL OF A PURCHASE ORDER FOR \$116,567

1. AMENDMENT NO. 2 TO AGREEMENT
2. COPY OF ORIGINAL AGREEMENT
3. COPY OF AMENDMENT NO. 1 TO AGREEMENT

RECOMMENDATION

Staff recommends the City Council approve Amendment No. 2 between the City and Jones & Stokes Associates, Inc. (JSA).

DISCUSSION

This amendment is not for new work but for work already completed to prepare a final Environmental Impact Report (EIR) for the Wallis Annenberg Center for the Performing Arts (formerly the Beverly Hills Cultural Center), which includes a three-level, subterranean public parking garage. The final EIR was approved by the City Council on January 22, 2009.

In December 2006, the City entered into an agreement with JSA for the preparation of an EIR for a proposal to convert the historic former Post Office building located at 469 North Crescent Drive and Santa Monica Boulevard into a cultural center with a theater, studio/rehearsal space, classrooms and administrative offices for a total compensation amount of \$184,995. A two-level, subterranean public parking garage was part of the project and would provide parking for the Cultural Center as well as the general public.

During 2007, the City explored various parking alternatives and garage entrance options. Concurrently, JSA moved forward with background research and sections of the EIR. Additional traffic analysis was required on the garage options and the traffic consultant was

required to attend meetings beyond the original contract cost scope. Changes to the design of the garage also resulted in additional work and revisions to other sections of the EIR resulting in higher labor costs from JSA. Amendment No. 1 to the EIR contract in the amount of \$55,550 was approved in December, 2007, allowing for this additional work for a total EIR cost at that time of \$240,545. The City partnered with the Wallis Annenberg Center for the Performing Arts ("Center") to fund the EIR and the cost for the EIR up to that point was split between the two parties.

During early 2008, staff explored increasing the size of the public parking garage. An alternative project including a larger garage was added to the draft EIR released to the public in June, 2008. During Planning Commission hearings on the EIR and the project, the Planning Commission supported a larger garage to meet the City's parking needs and recommended additional analysis of parking ingress and egress, including adding another garage entrance/exit to ensure the garage would operate effectively. Additional work, including further traffic analysis had to be performed by the EIR consultant to analyze a larger garage and new garage access. Different traffic impacts resulted from the redesigned and expanded garage and the EIR was revised and recirculated to the public and public agencies. This Amendment No. 2 addresses the additional work that was necessary to successfully complete a final EIR. The Final EIR was approved by the City Council on January 22, 2009.

FISCAL IMPACT

The City's funds for the EIR are available in Capital Improvement Program (CIP) Project No. 0786, "Parking Facility Upgrades," which project is currently on hold. The funds will be transferred from CIP Project No. 0786 to CIP No. 0897, "455 Crescent Garage" which is for construction of the new parking garage to serve business triangle customers and visitors to the performing arts center facility.

Jonathan Lait, AICP
Assistant Director of Community Development/
City Planner



Approved By

Attachment 1
Amendment No. 2 to Agreement

AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND JONES & STOKES ASSOCIATES, INC. FOR THE PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT FOR THE WALLIS ANNENBERG CENTER FOR THE PERFORMING ARTS (FORMERLY THE BEVERLY HILLS CULTURAL CENTER)

NAME OF CONSULTANT: Jones & Stokes Associates, Inc.

RESPONSIBLE PRINCIPAL OF CONSULTANT: Lee J. Lisecki, Principal

CONSULTANT'S ADDRESS: 811 West 7th Street, Suite 800
Los Angeles, CA 90017

CITY'S ADDRESS: Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Jonathan Lait, AICP
Assistant Director of Community
Development

COMMENCEMENT DATE: Upon written Notice to Proceed

TERMINATION DATE: Upon satisfactory completion of services
required by the Agreement

CONSIDERATION: Original Agreement: Fee: \$174,995;
Contingency for additional work not to
exceed \$10,000, as more fully described in
Exhibit B; Total not to exceed \$184,995;
and more particularly described in Exhibit B

Amendment No. 1: Fee: Not to exceed
\$55,550 and more particularly described in
Exhibit A-1 and based on the hourly rates
set forth in Exhibit B-1;

Amendment No. 2: Fee: Not to exceed
\$116,567 and more particularly described in
Exhibit A-1 and based on the hourly rates
set forth in Exhibit B-1;

Total not to exceed \$357,112

AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND JONES & STOKES ASSOCIATES, INC. FOR THE PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT FOR THE WALLIS ANNENBERG CENTER FOR THE PERFORMING ARTS (FORMERLY THE BEVERLY HILLS CULTURAL CENTER)

This Amendment No. 2 is to that certain Agreement between the City of Beverly Hills, a municipal corporation ("CITY"), and Jones & Stokes Associates, Inc. (hereinafter called the "CONSULTANT") dated December 12, 2006, identified as Contract No. 455-06, as amended by Amendment No. 1 dated December 5, 2007 and identified as Contract No. 478-07 ("Agreement") for the preparation of an environmental impact report for the Wallis Annenberg Center for the Performing Arts (formerly The Beverly Hills Cultural Center).

RECITALS

A. CITY entered into an Agreement for the preparation of an environmental impact report for the Beverly Hills Cultural Center on December 12, 2006 which was previously amended.

B. CITY desires to modify the Scope of Work resulting from the addition of a three level parking garage to the Project Description and to increase the compensation for the additional work.

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

Section 1. Section 4 entitled, "Scope of Work" shall be amended as follows:

"The scope of work shall include the services described in the Scope of Work, attached hereto and incorporated herein by this reference as Exhibit A and the additional Scope of Work, attached hereto as Exhibit A-1 and those areas required by State and local law to be covered in an EIR as identified in Section 3 of this Agreement. CONSULTANT shall also work with all affected individuals and organizations as directed by CITY to refine the scope of work."

Section 2. Section 5, "DELIVERABLES" shall be amended as follows:

"5. DELIVERABLES.

(a) **Screencheck EIR (Administrative Draft EIR).** CONSULTANT shall provide CITY with five (5) hard copies and one (1) digital copy of the Screencheck EIR and five (5) hard copies and one (1) digital copy of the appendices to the Screencheck EIR within one hundred (100) days after the notice to proceed is issued by CITY. CITY shall review the Screencheck copy of the EIR and provide comments on the Screencheck EIR to CONSULTANT within fourteen (14) days after submittal of the Screencheck EIR. Upon receipt of comments provided by CITY, CONSULTANT shall prepare and deliver within fourteen (14) days to CITY five (5) red line hard and one (1) digital copy of the Redline EIR which indicate changes made by CONSULTANT that address comments provided by CITY.

(b) **Draft EIR.** Within fourteen (14) days of CITY's written approval of a red line copy of the EIR that addresses the comments provided by CITY, CONSULTANT shall prepare and deliver sixty (60) hard copies and one (1) digital copy of a complete Draft Environmental Impact Report hereinafter referred to as "DEIR" as defined by CEQA and the State and local CEQA Guidelines. CONSULTANT shall also provide one unbound, fully reproducible copy of the DEIR.

After circulation of the DEIR to the general public, CONSULTANT shall consult with all CITY representatives as directed by CITY, prior to preparing responses to comments on the DEIR. CONSULTANT shall then prepare responses to comments, and corrections and additions to the DEIR.

(c) **Response to Comments.** CONSULTANT shall prepare a response to comments submitted during the public comment period and comments submitted after the public comment period at the public hearings, and upon written approval by CITY shall deliver five (5) hard copies and one (1) pdf-format digital copy of such document, including one unbound, reproducible copy, to CITY.

(d) **Recirculated Draft EIR.** CONSULTANT shall prepare a revised Draft EIR for recirculation as described in Exhibit A-1.

(e) **Final EIR.** Upon certification of the EIR, CONSULTANT shall prepare and deliver ten (10) copies of the Final EIR, as defined by CEQA and the State and local CEQA Guidelines."

Section 3. The Consideration shall be amended as set forth above and Section 8 of the Agreement entitled "COMPENSATION shall be amended as follows:

“8. COMPENSATION.

CITY shall pay CONSULTANT an amount not to exceed Three Hundred Forty-Seven Thousand One Hundred Twelve Dollars (\$347,112) for the satisfactory performance of services set forth in Exhibits A and A-1 and based on the hourly rates and breakdown of costs set forth in Exhibits B and B-1. Payment shall be made as specified in Section 9 of this Agreement.”

Section 4. Exhibit A-1, “Additional Services” shall be added to Exhibit A, as attached hereto and incorporated herein.

Section 5. Exhibit B-1, “Fee Schedule“ shall be added to Exhibit B, as attached hereto and incorporated herein.

Section 5. Except as expressly modified by this Amendment No. 2, all of the provisions of the Agreement shall remain in full force and effect.

Executed this _____ day of _____, 200_, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

NANCY KRASNE
Mayor of the City of
Beverly Hills, California

ATTEST:

_____(SEAL)
BYRON POPE
City Clerk

[Signatures continue]

CONSULTANT: JONES & STOKES
ASSOCIATES, INC. <



LEE J. LISECKI
Principal



BRUCE QUATTRONE
Chief Financial Officer

Harlan Gilmes
Senior Vice President

APPROVED AS TO FORM:



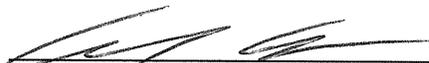
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD, CCM
City Manager



JONATHAN LAIT, AICP
Assistant Director of Community
Development



KARL KIRKMAN
Risk Manager

EXHIBIT A-1
Additional Scope of Work

Revised Project Description:

The project site is 3.9 acres and consists of the following: a 2.5 acre parcel developed with a former Post Office building constructed in 1933 that is listed on the National Register of Historic Places; a section of Crescent Drive adjacent to the Post Office parcel; and, the front lawn/landscaped area of City Hall adjacent to Crescent Drive.

The Revised Project Description involves the adaptive rehabilitation of the post office site into a performing arts center and construction of an adjacent public garage under Crescent Drive and the front lawn of City Hall ("Development Project"). The following components are proposed in the envelope of the existing post office building:

- A 150-seat studio theater/rehearsal hall
- Classrooms for up to 60 students & staff;
- Donors lounge;
- Lobby Area
- Incidental food concession with outdoor seating (approximately 750 sq. ft.);
- Administrative and Education Offices
- Theater Support Facilities.
-

In addition, a 500-seat live performance theater is proposed in a new building addition on the Post Office site as well as gardens available to the public.

The garage is proposed as a three-level subterranean garage with 400 to 500 parking spaces. Access would be from the east side of North Crescent Drive and from Santa Monica South Roadway adjacent to the Post Office site. There would also be a motor court on the Post Office site with valet access to the garage.

Additional Services:

There has been a significant ongoing evolution of the project description for the EIR due to the City's effort to optimize the capacity, access and operation of the public parking garage portion of the project. At the same time, due to EIR scheduling concerns from project proponent, Wallis Annenberg Center for the Performing Arts, EIR preparation moved forward even though the project description for the garage was still being developed. As a result, the Consultant had to do perform additional unanticipated work and duplicate effort on portions of the EIR resulting in additional labor and printing costs. In addition, as a result of the extended timeline for the EIR, the Consultant experienced increased labor rates from 2006 to 2008 and had to address new state air quality requirements that could not be fully accounted for at the time the contract was approved. A large part of the cost to develop and analyze various garage alternatives was due to additional traffic consulting and garage analysis undertaken by the City's EIR traffic subconsultant. A sizeable portion of this cost was included in an on-call consultant contract of \$50,000 entered into separately by the City with the project EIR consultant. The on-call services

performed by the Consultant slightly exceeded the on-call contract and are included here as part of the traffic analysis costs. The changes to the Scope of Work are detailed below.

Continuous Evolution of Project Description:

The concept of locating the subterranean public parking garage beneath Crescent Drive and the front lawn of City Hall became the fully accepted parking concept after the base contract was in place; hence, neither the parking garage nor impacts to city hall are referenced in the scope/budget. During the screencheck DEIR/revised screencheck DEIR phase, excavation volumes for the project were revised, the construction timeframe was revised, other project operational assumptions revised and new project objectives provided necessitating re-writing of text/global document changes. Costs include 48 hours of time of by various planning and environmental scientist staff and time for document editing.

Additional cost of \$8,854.

Inflation/Labor Rates:

The base contract, which utilized the January 2006 Jones & Stokes fee schedule as its basis, assumes an August 2007 completion date for the EIR; and, as a consequence, the Consultant did not anticipate that changes in labor rates and inflation would become cost considerations in completing the project. The Consultant estimated this increase at 4.5% per annum for labor costs through August 31, 2008.

Additional cost of \$7,683.

Printing Costs:

The base contract has a line item for printing and other miscellaneous reimbursable expenses of \$650. This was premised on the Consultant printing in-house with limited use of a commercial printing contractor for color copies and binding. Due to extensive editing as a result of revisions that were required and aggressive document delivery deadlines, Consultant in-house printing of most documents proved impossible.

Additional cost of \$7,742.

Air Quality Analysis:

Significant new regulations and air quality modeling requirements postdate the original cost estimate. These include a change in the carbon monoxide attainment status of the Los Angeles Basin, formalization of the requirement to analyze greenhouse gases (GHG) and institution of a new emissions evaluation model during the last half of 2007. The carbon monoxide modeling requirements associated with the various operational scenarios for

the project (morning, evening, midday, Saturday vs. worst case) was not accounted for in the base contract/Scope of Work.

Additional cost of \$9,440.

Response to LADOT Comments:

The City received comments on the Draft EIR from the Los Angeles Department of Transportation requesting additional analysis of certain intersections in Los Angeles. The City requested that the EIR Traffic subconsultant review the comments and conduct some additional limited analysis to respond to the City of Los Angeles.

Additional cost of \$1,455.

Traffic Analysis:

On call consultant work in development of the Project garage.

Additional cost of \$1,585.

Phase II Environmental Site Assessment:

The City requested that additional site assessment be conducted by the EIR geotechnical subconsultant to ascertain that the Project site was not contaminated due to its close proximity to an existing gas station.

Additional cost of \$1,980.

Recirculation of EIR

To ensure that potential new impacts associated with the larger, three-story underground parking garage, including revised access points, are properly addressed, a determination was made to recirculate the EIR with the revised project description, analysis of the revised project and with a revised traffic analysis that thoroughly reviews the new driveway location on North Crescent Drive adjacent to City Hall as well as the expanded size of the garage. The cost associated with the recirculation assumes that any incomplete EIR tasks, such as the responses to EIR comments and completion and submittal of the final EIR become part of the recirculation of the EIR.

Additional cost of \$77,828

Total of Additional Costs: \$116,567

Jones & Stokes Fee Schedule

Effective January 1, 2008

Labor Classifications	Per Hour
Senior Project Director	\$250
Project Director	\$220
Technical Director	\$200
Managing Consultant/Senior Technical Analyst	\$180
Senior Consultant III	\$160
Senior Consultant II	\$140
Senior Consultant I	\$130
Associate Consultant III	\$120
Associate Consultant II	\$110
Associate Consultant I	\$100
Assistant Consultant	\$80
Technician	\$55
Administrative Technician	\$55
Intern	\$50

Other Direct Expenses

Report Production: 8.5" x 11" Color photocopying	\$0.89/page
Report Production: 8.5" x 11" black & white photocopying	\$0.08/page
Automobile mileage at current IRS rate or	\$0.505/mile
Laptop computer (field projects only)	\$10.00/day

A general and administrative charge of 10% will be applied to all other direct costs, inclusive of subcontractor charges.

Per diem is charged at \$160.00/day. A lodging surcharge will apply in high rate areas.

Prompt Payment

Jones & Stokes Associates clients may reduce any current invoice by (1%) of the billed amount if payment is made within 10 business days of receipt of said invoice.

Billing rates are subject to revision effective January 1 of each year

EXHIBIT B-1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
07/01/08

PRODUCER
Aon Risk Services Northeast, Inc.
fka Aon Risk Services, Inc. of New York
199 Water Street
New York NY 10038-3551

PHONE - 212/441-1000 FAX - 212/441-1953

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A	Federal Insurance Company
COMPANY B	Great Northern Insurance Co.
COMPANY C	Steadfast Insurance Company
COMPANY D	

INSURED
Jones & Stokes Associates, Inc.
9300 Lee Highway
Fairfax VA 22031-1207 USA

on 7/1/08

COVERAGES SIR May Apply

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
B	GENERAL LIABILITY	35812409 Package - Domestic	06/25/08	06/25/09	GENERAL AGGREGATE	\$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	\$2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (Any one fire)	\$1,000,000
					MED EXP (Any one person)	\$10,000
A	AUTOMOBILE LIABILITY	73522955 Automobile - All States	06/25/08	06/25/09	COMBINED SINGLE LIMIT	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	
					AGGREGATE	
A	EXCESS LIABILITY	9363-00-18 Umbrella Liability	06/25/08	06/25/09	EACH OCCURRENCE	\$5,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$5,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:				EL EACH ACCIDENT	
	<input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL DISEASE-POLICY LIMIT	
					EL DISEASE-EA EMPLOYEE	
C	<input checked="" type="checkbox"/> Misc E&O Cvg	PEC 913140701 Errors & Omissions	06/25/08	06/25/09	Prof Liab Agg - All	\$3,000,000
					Overall policy aggre	\$3,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
Preparation of an Environmental Impact Report for The Beverly Hills Cultural Center. City of Beverly Hills, its officers, employees, agents, and independent contractors are additional insured(s) with respect to the General Liability and Automobile Liability per the attached.

CERTIFICATE HOLDER

City of Beverly Hills
Attn: Mahdi Aluzri, Director
455 North Rexford Drive, G-40
Planning and Community Development
Beverly Hills CA 90210 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Aon Risk Services Northeast Inc.

Holder Identifier: Certificate No: 570029381546

Attachment 2

Copy of Original Agreement

AGREEMENT BETWEEN CITY OF BEVERLY HILLS AND
JONES & STOKES ASSOCIATES, INC. FOR THE
PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT
FOR THE BEVERLY HILLS CULTURAL CENTER

THIS AGREEMENT is made and entered into in City of Beverly Hills, California, by and between CITY OF BEVERLY HILLS, hereinafter referred to as "CITY," and JONES & STOKES ASSOCIATES, INC. hereinafter referred to as "CONSULTANT."

RECITALS

A. The project site is 2.55 acres in size on relatively flat land and is developed with a former Post Office building constructed in 1933 that is listed on the National Register of Historic Places. This structure includes two floors and a basement, and is currently used as office space by the Beverly Hills Cultural Center Foundation.

The proposal involves the adaptive rehabilitation of the post office into a cultural and performing arts center ("Development Project") that includes the following components:

- A 500-seat live performance theater
- A 150-seat studio theater/rehearsal hall
- 3 classrooms
- Founders' Lounge
- Lobby area
- Administrative offices

It is anticipated that at peak capacity, events would occur simultaneously in the theaters and classrooms, and the administrative offices would be in use. Special events could occur in the lobby area, but not during a performance in the 500-seat theater.

B. The Development Project proponent has acknowledged the potential for environmental impact and has therefore consented to the preparation of an Environmental Impact Report, hereinafter referred to as "EIR."

C. CONSULTANT represents that it is professionally qualified to prepare an EIR for the Development Project in compliance with the California Environmental Quality Act and the local guidelines, and has submitted a proposal to prepare an EIR for the proposed Development Project.

NOW, THEREFORE, the parties hereto agree as follows:

1. PURPOSE OF AGREEMENT.

The purpose of this Agreement is to engage CONSULTANT for the purpose of compiling information, preparing, drafting, and completing an Environmental Impact Report on the Development Project, hereinafter referred to as "Program".

2. EMPLOYMENT OF CONSULTANT.

CITY agrees to engage CONSULTANT and CONSULTANT hereby agrees to perform the services required under this Agreement.

3. ENVIRONMENTAL IMPACT REPORT.

The term "Environmental Impact Report" (EIR), as used in this Agreement means a detailed statement setting forth the environmental effects and considerations pertaining to a project as specified in Section 21100 et seq. of the California Public Resources Code, including but not limited to, the information specified in the California Environmental Quality Act (CEQA), Cal. Pub. Res. Code Sections 21000 et. seq., the State CEQA Guidelines, 14 California Code of Regulations Section 15000 et seq., and the Guidelines of CITY of Beverly Hills. Said EIR shall be prepared in compliance with, and shall contain all items required by CEQA, the State CEQA Guidelines, as amended, and CITY's local CEQA Guidelines, as amended and interpreted by CITY.

4. SCOPE OF WORK.

The scope of work shall include the services described in the Scope of Work (Revised), dated February 10, 2005, attached hereto and incorporated by this reference as Exhibit A and those areas required by State and local law to be covered in an EIR as identified in Section 3 of this Agreement. CONSULTANT shall also work with all affected individuals and organizations as directed by CITY to refine the scope of work.

5. DELIVERABLES.

(a) **Screencheck EIR (Administrative Draft EIR).** CONSULTANT shall provide CITY with five (5) hard copies and one (1) digital copy of the Screencheck EIR and five (5) hard copies and one (1) digital copy of the appendices to the Screencheck EIR within one hundred (100) days after the notice to proceed is issued by CITY. CITY shall review the Screencheck copy of the EIR and provide comments on the Screencheck EIR to CONSULTANT within fourteen (14) days after submittal of the Screencheck EIR. Upon receipt of comments provided by CITY, CONSULTANT shall prepare and deliver within fourteen (14) days to CITY five (5) red line hard and one (1) digital copy of the Redline EIR which indicate changes made by CONSULTANT that address comments provided by CITY.

(b) **Draft EIR.** Within fourteen (14) days of CITY's written approval of a red line copy of the EIR that addresses the comments provided by CITY, CONSULTANT shall prepare and deliver sixty (60) hard copies and one (1) digital copy of a complete Draft Environmental Impact Report hereinafter referred to as "DEIR" as defined by CEQA and the State and local CEQA Guidelines. CONSULTANT shall also provide one unbound, fully reproducible copy of the DEIR.

After circulation of the DEIR to the general public, CONSULTANT shall consult with all CITY representatives as directed by CITY, prior to preparing responses to comments on the DEIR. CONSULTANT shall then prepare responses to comments, and corrections and additions to the DEIR.

(c) **Response to Comments.** CONSULTANT shall prepare a response to comments submitted during the public comment period and comments submitted after the public comment period at the public hearings, and upon written approval by CITY shall deliver five (5) hard copies and one (1) pdf-format digital copy of such document, including one unbound, reproducible copy, to CITY.

(d) **Final EIR.** Upon certification of the EIR, CONSULTANT shall prepare and deliver ten (10) copies of the Final EIR, as defined by CEQA and the State and local CEQA Guidelines.

6. TIME OF PERFORMANCE.

Upon written Notice to Proceed by CITY, CONSULTANT shall commence the performance of the services set forth in this Agreement. CONSULTANT shall submit the deliverables required by this Agreement in accordance with the schedule set forth in Section 5 and Exhibit A of this Agreement and complete the performance of all the services required by this Agreement upon expiration of the statutory period to challenge the Notice of Determination (CEQA Guidelines Section 15112). CONSULTANT shall not be responsible for delays caused by reasons beyond its control.

7. HEARINGS, MEETINGS, PRESENTATIONS, AND PROGRAM MANAGEMENT.

Lee Lisecki shall be Program Manager for CONSULTANT on this Program, unless a substitute is approved in writing by CITY. CONSULTANT shall have available, when requested by CITY, the Program Manager designated in this Section, to consult with CITY staff and attend and/or make presentations at up to four (4) public hearings or meetings of CITY Council, Planning Commission, the public, and/or with interested parties identified in Exhibit A. If the number of hearings and meetings exceeds a combined total of four (4), then for those hearings and meetings in excess of four (4), CONSULTANT shall be compensated as set forth in Section 8(b) of this Agreement. Multiple meetings scheduled for the same day shall constitute a single meeting.

8. COMPENSATION.

(a) CITY shall pay CONSULTANT an amount not to exceed One Hundred Seventy-Four Thousand Nine Hundred Ninety-Five Dollars (\$174,995.00) for the satisfactory performance of services set forth in Exhibit A and based on the hourly rates and breakdown of costs set forth in Exhibit B of this Agreement and for actual expenses reasonably incurred in the performance of this Agreement and identified in Exhibit B. Payment shall be made as specified in Section 9 of this Agreement.

(b) CITY shall pay CONSULTANT for attendance at additional hearings, meetings, and presentations as described in Section 7 of this Agreement, and for additional services described in Section 10 of this Agreement, an amount not to exceed Ten Thousand Dollars (\$10,000.00) based on the hourly rates set forth in Exhibit A.

(c) The total compensation paid by CITY to CONSULTANT shall not exceed One Hundred Eighty-Four Thousand Nine Hundred Ninety-Five Dollars (\$184,995.00).

9. METHOD OF PAYMENT.

Payment shall be made as specified in this Section for satisfactory completion of the following phases. Such payment shall be made within thirty (30) days after receipt of invoices detailing the services performed and the hours of service on a form approved by CITY.

(a) Ten percent (10%) of the Agreement amount upon satisfactory completion of the initial study checklist and a draft Development Project description, or completion of the public scoping meeting.

(b) Twenty-five percent (25%) of the Agreement amount upon the submittal of satisfactory technical appendices.

(c) Twenty percent (20%) of the Agreement amount upon the submittal of satisfactory screen check copies of the DEIR to CITY.

(d) Twenty percent (20%) of the Agreement amount upon the submittal of satisfactory Draft Environmental Impact Reports for public review to CITY.

(e) Fifteen percent (15%) of the Agreement amount upon the submittal of satisfactory copies of the Response to Comments of the DEIR.

(f) Ten percent (10%) of the Agreement amount upon final action by CITY on the Final EIR or sixty (60) days after completion of the response to comments document, whichever occurs first.

(g) In the event that work toward a payment milestone is halted sixty (60) days or more due to circumstances not attributable to CONSULTANT, CITY Manager or his designee may authorize payment up to the amount specified for said milestone. Such payment shall be made after receipt of invoices detailing the services performed and the hours of service on a form approved by CITY.

(h) Work shall be deemed halted is a milestone is not achieved in accordance to the following schedule:

- Milestone (a): 35 days after the Notice to Proceed is issued.
- Milestone (b): 60 days after Milestone (a) is met.
- Milestone (c): 15 days after Milestone (b) is met.
- Milestone (d): 15 days after Milestone (c) is met.
- Milestone (e): 45 days after Milestone (d) is met.
- Milestone (f): 60 days after Milestone e(e) is met.

10. ADDITIONAL SERVICES.

CITY may from time to time require CONSULTANT to perform additional services not included in the services described in Exhibit A. No additional services shall be rendered by CONSULTANT unless such services are first authorized by CITY Manager or his designee in writing. CITY may, at its option, require CONSULTANT to print and furnish additional copies of the DEIR, Responses to Comments, or Final EIR on a time and materials basis based on the hourly rates set forth in Exhibit A. CITY shall compensate CONSULTANT for such additional services as set forth in Section 8(b) of this Agreement.

11. CHANGES.

CITY may, from time to time, request changes in the scope of services of CONSULTANT to be performed under this Agreement. Such changes, if agreed upon by CITY and CONSULTANT, shall be in the form of a written amendment to this Agreement.

12. PROPRIETARY INFORMATION.

(a) CITY will allow CONSULTANT access to all pertinent and available information. All documents and information provided by CITY or its designated agent for the preparation of the EIR for the Development Project shall remain the property of CITY.

(b) The Environmental Impact Report and all supplementary materials, drawings, sketches, details, computations, studies, reports, and other documents prepared or provided by CONSULTANT under this Agreement shall be the property of CITY.

(c) CONSULTANT shall provide all reproductions required for use during the preparation of the EIR. CONSULTANT shall, at such time and in such form as CITY may require, furnish such periodic reports and other information concerning the status of the analysis as may be requested by CITY at no cost to CITY. CONSULTANT shall furnish CITY, upon request, copies of all documents and other materials prepared or developed in relation with, or as part of, the initial study. Such documents shall be the property of CITY and CONSULTANT shall retain no ownership or other interest in those documents. All documents and working papers prepared in conjunction with the EIR shall be turned over to CITY for safekeeping.

(d) CONSULTANT shall not reproduce or permit reproductions to be made of the analysis or any preliminary materials except with the written consent of CITY.

13. RECORDS AND INSPECTIONS.

CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement. CITY shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all Program data, documents, proceedings, and activities.

14. SUBCONSULTANTS.

CONSULTANT at its own cost and expense may retain registered professional engineers or other special consultants to furnish any specialized data required in the preparation of the EIR. In the event CONSULTANT determines that a subconsultant must be retained to perform any of the services required by this Agreement, CONSULTANT shall obtain prior written approval of CITY.

15. PERMIT FEES.

CITY shall pay all fees, excluding business taxes, which may be required to obtain any permit necessary to the preparation of the EIR.

16. CITY NOT OBLIGATED TO THIRD PARTIES.

CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

17. TERMINATION.

(a) CITY may cancel this Agreement at any time upon five (5) business 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 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 based on the rates set forth in Exhibit A; 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 full performance of the services required by this Agreement.

18. ACCOMPLISHMENT OF THE WORK.

Time is of the essence for each and every provision of this Agreement. CONSULTANT shall commence, carry on, and complete the services required by this Agreement with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and standards. In the event that there were any significant changes in the applicable laws and standards after commencement of this Agreement which were not contemplated by the parties hereto which substantially change the scope of work required by CONSULTANT hereunder, the parties shall negotiate an appropriate amendment to the scope of work and compensation based upon the reasonable amount of time required to complete such additional work in accordance with such new laws or standards, subject to CITY's right to terminate this Agreement pursuant to Section 17.

19. INDEMNIFICATION.

CONSULTANT is skilled in the professional calling necessary to perform the services and duties agreed to be performed under this Agreement, and CITY is relying upon the skill and knowledge of CONSULTANT to perform said services and duties. CONSULTANT agrees to indemnify, defend, and hold harmless CITY, its officials, employees, and agents from any and all claims, demands, and liabilities, including legal fees and costs, resulting from any intentional, reckless, wrongful or negligent acts, errors or omissions of CONSULTANT, or any person employed by CONSULTANT, in the performance of this Agreement.

20. 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 a combined single limit of not less than One Million (\$1,000,000.00) Dollars per occurrence, and a total aggregate limit of not less than Two Million (\$2,000,000) Dollars against any injury, death, loss, or damage as a result of wrongful or negligent acts by CONSULTANT, its officers, employees, agents, and independent contractors in the performance of services under this Agreement. If such insurance contains a general aggregate limit, such limit shall apply separately to this Agreement.

(b) CONSULTANT shall at all times during the term of this Agreement also carry, maintain, and keep in full force and effect a policy or policies of Commercial Automobile Liability Insurance with a combined single limit of not less than One Million (\$1,000,000.00) Dollars per occurrence which will cover the drivers and automobiles used to perform services pursuant to this Agreement. Such insurance shall include coverage for owned, non-owned, and hired automobiles.

(c) 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 Professional Liability Insurance, with minimum limits of One Million (\$1,000,000.00) Dollars.

(d) CONSULTANT agrees to maintain in force at all times during the performance of work under this Agreement, Worker's Compensation Insurance as required by law.

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

(f) All insurance policies shall provide that the insurance coverage shall not be canceled, reduced other than for paid claims, or otherwise modified by the insurance carrier without giving CITY thirty (30) days prior written notice thereof. CONSULTANT agrees that it will not cancel, reduce, or otherwise modify said insurance coverage.

(g) 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.

(h) At all times during the term of this Agreement, CONSULTANT shall maintain on file with CITY Clerk of CITY a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein by this reference, showing that the aforesaid policies are in effect in the required amounts, the additional insureds are named therein, and the policies cannot be canceled, reduced other than for paid claims, or otherwise modified except as provided in Subsection (f). The certificate shall also specifically state that the coverage contained in those policies affords insurance in compliance with the terms and conditions as set forth in this Agreement. CONSULTANT shall, prior to commencement of work under this Agreement, file with CITY Clerk such certificate or certificates. The policies required by this Agreement except workers compensation and professional liability coverage shall contain an endorsement naming CITY as an additional insured. The policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled, or coverage reduced, except on thirty (30) days written notice to CITY. CONSULTANT agrees that it will not cancel, reduce other than for paid claims, or otherwise modify said insurance coverage.

(i) The insurance provided by CONSULTANT shall be primary to any coverage available to CITY. The insurance policies required by this Agreement shall include provisions for waiver of subrogation.

(j) Any deductibles or self-insured retentions shall be declared to and are subject to CITY's approval. At the option of CITY, either the insurer shall reduce or eliminate the deductibles or self-insured retentions as respects CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

21. INDEPENDENT CONTRACTOR.

CONSULTANT is and shall at all times remain as to CITY a wholly independent contractor. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of CITY as an agent. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees. Neither CONSULTANT nor its agents, employees, or subconsultants shall, 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.

22. FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY ACTS.

In the performance of this Agreement, CONSULTANT shall comply with all applicable provisions of the California Fair Employment Practices Act (California Labor Code Sections 1410, et seq.) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. Sections 200e - 217), whichever is more restrictive.

23. CONFLICTS OF INTEREST.

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. Further, CONSULTANT and his subcontractors shall not enter into any contract to perform work associated with any private development or project site within the boundaries of City of Beverly Hills during the term of this Agreement without prior written approval of CITY.

24. SUCCESSORS AND ASSIGNS.

This Agreement covers professional services of a specific and unique nature. CONSULTANT shall have no right to assign, or attempt to assign, any portion of this Agreement without prior written approval of CITY.

25. TITLES.

The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any provisions of this contract.

26. EXTENT OF AGREEMENT.

This Agreement represents the entire and integrated Agreement of the parties and supersedes any and all prior and contemporaneous negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument approved by CITY and executed by CITY and CONSULTANT.

27. EFFECTIVE DATE OF THIS AGREEMENT.

This Agreement, made in duplicate, shall be effective from and after the date signed by City.

28. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of California.

29. RIGHTS AND REMEDIES NOT WAIVED.

In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default which may then exist, on the part of CONSULTANT, and the making of any such payment by CITY while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to CITY with regard to such breach or default.

30. PERSONNEL.

CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services required under this Agreement. All of the services required under this Agreement will be performed by CONSULTANT or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

31. ATTORNEY'S FEES.

In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provision of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including actual attorney's fees incurred in connection with such action or proceeding.

32. CONFLICT BETWEEN CONTRACT AND PROPOSAL.

In the event of any conflict between the provisions of this Agreement and Exhibit A, CONSULTANT's proposal to CITY, the provisions of this Agreement shall be controlling.

33. NOTICES.

Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address as noted below:

Mahdi Aluzri
Director of Community Development
City of Beverly Hills
455 North Rexford Drive, Room G-40
Beverly Hills, California 90210

Jones & Stokes Associates, Inc.
811 West 7th Street, Suite 800
Los Angeles, California 90017
Attention: Lee J. Lisecki, Principal

34. 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.

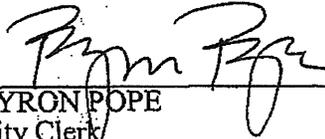
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the 12th day of December, 2006, at Beverly Hills, California.

CITY OF BEVERLY HILLS, a municipal corporation


STEPHEN P. WEBB
Mayor of the City of Beverly Hills,
California

[Signatures continue]

ATTEST:



BYRON POPE
City Clerk (SEAL)

CONSULTANT: JONES & STOKES
ASSOCIATES, INC.



LEE J. LISECKI
Principal



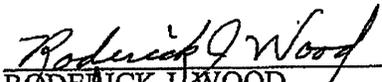
BRUCE QUATTRONE
Chief Financial Officer

APPROVED AS TO FORM:

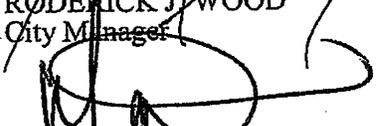


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



RODERICK J. WOOD
City Manager



MAHDI ALUZRI
Director of Community Development



KARL KIRKMAN
Risk Manager

EXHIBIT A

Scope of Work

CONSULTANT shall provide the following services to CITY's satisfaction in connection with the EIR for the Development Project.

1. **Development Project Re-initiation.** During this step, a meeting would be held with CITY staff, to ensure that all environmental issues and related Development Project concerns are known before impact analysis is undertaken. For instance, discussions would include identification of past projects with "good" and "bad" results so that the circumstances that may be applicable to the Development Project can be emulated or avoided, the success or short-fall of past mitigation measures, and the effectiveness of CITY and state guidelines in responding to citizen concerns. This information will be used in helping craft preparation of the Initial Study (e.g., presenting an initial sensitivity to local concerns), format and content of the scoping meeting (anticipating topics at issue and means for reducing potential opposition), and the level of analysis in the EIR (providing additional focus on key concerns).

Subsequently, a working meeting will be held between the design team and the environmental team to review the current proposed plans for the Development Project. This meeting will provide input for the preparation of the Initial Study (especially in determining whether anticipated impacts would initially rank as significant), and identify plan elements that could be modified to reduce impacts. In addition, the meeting would identify plan elements to be presented at the scoping meeting.

2. **Prepare Initial Study and Notice of Preparation.** CONSULTANT shall prepare a draft and final CEQA Initial Study (IS) Checklist to document the elements to be assessed. The IS will indicate which environmental topics are to be addressed in the EIR. The IS will include sufficient information to enable the EIR to focus only on those topics for which potentially significant impacts are anticipated.

Upon approval of the final Checklist, a draft Notice of Preparation (NOP) for the EIR will be prepared for signature by CITY. The draft NOP will be accompanied by a mailing list of trustee and responsible agencies, to be supplemented by CITY with other appropriate parties. It is assumed that CITY will be responsible for distribution of the NOP/IS Checklist (and notice of scoping meeting) via a trackable mailing; CONSULTANT can provide this service if requested by CITY, at additional costs. A draft Notice of Completion/Environmental Document Transmittal (NOC/EDT) form will be prepared for submittal of the NOP/IS to the State Clearinghouse. CONSULTANT shall submit the NOC/EDT and NOP/IS to the State Clearinghouse and a duplicate original of the NOC/EDT will be filed with the Los Angeles County Clerk.

During the 30-day NOP review and comment period, CONSULTANT shall begin gathering any base data (such as traffic counts) and submit proposed methodologies for review. Upon consideration of NOP and scoping comments, the methodologies may need to be amended.

3. **Scoping Meeting.** The scoping meeting should take place about 2 weeks following release of the NOP. CONSULTANT recommends that this meeting be in an open-house format. This provides a general time period when visitors can come and go at their own pace and allows attendees to have their specific concerns addressed by knowledgeable staff. It is assumed that CITY will advertise and host the meeting, while CONSULTANT shall provide all staff and materials needed to facilitate the meeting. Presentations may be made using a combination of Powerpoint images and illustrated boards. CONSULTANT shall gather appropriate images from the design team or create illustrations as needed. It is assumed that members of the design team will also attend to assist in

explaining the Development Project. A scoping memorandum, summarizing the outreach process and comments received, will be prepared. A meeting to review the contents of the scoping memorandum will be held to identify any changes to the Development Project that are to be made as a result of scoping comments, or issues to be considered in the assessment process. These changes or issues could result in a modification to this draft Scope of Work.

4. **Technical Studies and Analyses.** All technical studies and analyses necessary to complete the EIR will be conducted in this step. All necessary environmental technical studies and analyses will be conducted in accordance with CEQA requirements and with the preferences of CITY and regulatory agencies. Our approach to key environmental topics is described below. The depth and scope of analysis varies across the range of environmental topics, but will be sufficient to determine whether impacts are significant under CEQA. As noted earlier, the Initial Study will be used to screen out CEQA topics that are not applicable to the Development Project. Technical reports (anticipated to be limited to air quality, traffic, and noise) will be submitted for review and comment, and revised accordingly, before their results are incorporated into the EIR. For topics where no technical reports are needed, impact assessments will be reported only in the EIR. For impacts identified as significant under CEQA, either modifications to the project or mitigation measures that would reduce impacts to less-than-significant levels are required. Where project changes would eliminate or substantially reduce impacts, the CONSULTANT team will work with CITY and the design team to explore types of changes needed and potential effects of proposed changes (a trade-off exercise), and document the results of such meetings. Following any redefinition of the Development Project and any subsequent re-analysis of impacts, the CONSULTANT team will prepare draft mitigation measures; these will be consistent with measures previously adopted by CITY to the extent possible.

Impacts will be described both for the long-term and during the construction period. In most cases, construction-period impacts have been shown to be of greatest concern to the public and to require the greatest skill in developing mitigation measures that assure citizens that impacts are adequately addressed.

Following are discussions of our approach to addressing key issues in the EIR.

Aesthetics- CONSULTANT shall work with the design team to incorporate key illustrations from those firms into the EIR to clearly convey how the Development Project will affect the visual environment. CONSULTANT has extensive graphic capabilities, including the ability to prepare photo simulations, using Adobe Illustrator, Photoshop, and other software packages. The impact assessment will focus on where and how new elements on the site (e.g., additions to the building, site and landscaping changes) may affect views to and from visually sensitive properties in the vicinity. This work shall include peer review of photo-simulations as required by CITY.

Air Quality—Past experience has shown that the primary air quality impacts are likely to arise during the construction process. Typically, construction activities can result in exceedances of the SCAQMD impact threshold for small particulate matter (fugitive dust). In addition to compliance with SCAQMD Rule 403 for fugitive dust control, potential construction phasing to avoid the thresholds should be considered. The analysis will also address the potential for superfine particulate matter (PM 2.5), as well as whether traffic to and from the site has the potential to create impacts. A concern that arises in heavily congested areas is whether traffic queuing can create carbon monoxide concentrations (CO hot spots). Our work with the Federal Transit Administration informs us that parking facilities of 500 spaces or less are not likely to create CO hot spots. In addition, design of parking facilities to include numerous exits (to help avoid long queues) helps preclude this potential air quality impact.

Cultural Resources—Carson Anderson will evaluate the Development Project relative to the treatment standards and will confirm whether the Post Office Building will retain eligibility for the National Register of Historic Places and the California Register.

Noise—Although located along a busy thoroughfare, operation of the Development Project could occasionally generate noise levels that potentially affect nearby residents. CONSULTANT shall conduct a preliminary noise analysis to identify sources of noise and their likely impact, and to identify potential design changes that would eliminate or reduce noise impacts. CONSULTANT noise experts will also identify potential noise mitigation measures. The most effective mitigation measures are physical barriers and limitations on when certain activities occur. CONSULTANT has dealt with projects where neither of these was possible. Past experience has shown that not all noise events, while probably notable and possibly annoying to some persons, are considered significant under CEQA. The infrequent, episodic nature of some noise-generating activities can be less than significant when considered over time.

Traffic and Parking—These two issues are likely to be the sources of greatest potential impacts. Accordingly, CONSULTANT has included the highly-respected firm, Kaku Associates, to conduct the impact analyses and develop any necessary mitigation.

Kaku Associates' proposed approach to conducting the traffic and parking analyses is presented below.

In CITY's Request for Proposal (RFP), CITY has tentatively identified the following 13 intersections for evaluation in the study:

- Santa Monica Boulevard North & Beverly Drive
- Santa Monica Boulevard North & Canon Drive
- Santa Monica Boulevard North & Crescent Drive
- Santa Monica Boulevard North & Rexford Drive
- Santa Monica Boulevard North & Wilshire Boulevard
- Santa Monica Boulevard South & Beverly Drive
- Santa Monica Boulevard South & Canon Drive
- Santa Monica Boulevard South & Crescent Drive
- Santa Monica Boulevard South/Burton Way & Rexford Drive
- Santa Monica Boulevard South & Wilshire Boulevard
- Wilshire Boulevard & Beverly Drive
- Wilshire Boulevard & Canon Drive
- Wilshire Boulevard & Crescent Drive

For the purpose of this proposal, it is assumed that these intersections will be evaluated in the study for the weekday a.m., weekday midday, weekday p.m., and Saturday midday peak periods. However, as part of this task, the study intersections will be reviewed to determine whether the list is adequate to address potential Development Project impacts or whether additional intersections (for example, along Canon Drive or Crescent Drive between Santa Monica Boulevard and Wilshire Boulevard) should be added to the study. Preliminary estimates of Development Project trip generation and distribution to be prepared in Task 4 will be used as an aid in this assessment. The precise study locations and time periods to be analyzed will be confirmed with CITY staff in this task.

Task 2: Data Collection - CITY files will be researched in an effort to obtain available recent traffic count data. An allowance has been provided in the fee proposal to conduct new traffic counts at up to 13 intersections for the weekday a.m., weekday midday, weekday p.m., and Saturday midday peak periods in the event that new counts will be required.

An inventory will be made of the existing street system serving the study area, including number of lanes, street widths, traffic control devices, and operational characteristics. Any additional pertinent data will also be collected, including previously conducted traffic studies and information regarding planned street improvements within the study area.

A parking utilization survey will be conducted of the existing parking on the Development Project site, in order to ascertain the level of parking demand currently accommodated on the site. The survey will be conducted on both a weekday and a Saturday.

Task 2A: Surveys of Similar Sites/Empirical Rates (completed under previous contract)
Traffic counts and parking surveys were conducted at similar sites as an aid in developing/confirming empirical trip generation and parking rates for use in the study. This entailed identification of cultural centers/performance arts centers in other cities with similar characteristics in terms of types of events and on-site parking, conducting in/out traffic counts during the peak periods of interest in this study (both weekday and Saturday), conducting parking utilization survey sweeps during peak event periods (both weekday and Saturday), and generally observing the number of occupants in vehicles. Data was also obtained from the center regarding event programming, times, and patronage and employees present on the survey days. The count and survey data would be related to the number of persons present to derive trip generation rates and parking ratios.

Task 3: Existing Traffic Conditions - An assessment will be made of existing operating conditions and constraints within the study area. Peak hour levels of service will be quantified at the study intersections utilizing the Intersection Capacity Utilization (ICU) methodology preferred by CITY. Existing traffic operational problems and congested areas will be identified.

Task 4: Forecast Future Traffic Conditions - A series of traffic projections will be developed, as follows:

- Future base (i.e., no project) conditions, including background traffic growth and cumulative developments within the study area. The future base conditions will include traffic expected to be generated by other projects either currently under construction, approved for development, or proposed within the study area. In accordance with current City practice, it is anticipated that City will provide related projects traffic data from the City's Traffix model for use in the study.

- Project-generated traffic: Trip generation rates from standard sources such as the Institute of Transportation Engineers (ITE) do not lend themselves to the proposed Development Project uses (in fact, ITE live theater rates are based on a sample size of only one theater, not similar to the Development Project and are only available for one peak hour). Instead, Development Project trip generation will be estimated through direct application of appropriate mode split/vehicle occupancy ratios and in/out factors to the patronage estimates for the various events that could occur in the various Development Project venues (e.g., performance spaces, classrooms, lobby, lounge) as well as administrative personnel. The empirical trip generation rates derived in Task 2A would be utilized in this task. Given that there could be a variety of permutations of types of events taking place concurrently in the different venues, it is proposed that trip generation estimates be prepared for two to three different reasonably foreseeable event scenarios consisting of potential combinations of events in the different venues, and the scenario with the highest trip generation be used for assignment of trips and assessment of traffic impacts.

- Trip distribution and assignment will take into consideration factors such as the geographic distribution of the market area from which event patrons may be drawn, existing travel and congestion patterns and major access routes to/from the downtown Beverly Hills area, and the location of site access points in relation to the surrounding street system.

- Future conditions with development of the proposed Development Project, including background traffic growth, cumulative developments within the study area, and traffic generated by the Development Project.

Task 5: Traffic Impact Assessment and Mitigation Measures - An assessment will be made of projected operating conditions, and traffic impacts of the proposed Development Project will be identified. This assessment will concentrate on capacity impacts at the study intersections, although potential impacts to police and fire vehicular circulation and response times will also be considered. Intersection levels of service will be projected. Significance of Development Project impacts will be assessed in accordance with CITY of Beverly Hills criteria.

If necessary, appropriate mitigation measures will be developed to alleviate any negative traffic impacts thus identified. Mitigation measures could potentially be physical or operational in nature. Potential mitigations will be examined to determine their physical feasibility and effectiveness, and a recommended mitigation program will be developed. Recommended physical improvements will be evaluated from a conceptual planning perspective only (preliminary engineering drawings are not included as part of this work scope).

Task 6: CMP/Regional Analysis - The Congestion Management Program for Los Angeles County (CMP) (Metropolitan Transportation Authority) generally requires preparation of a Transportation Impact Analysis (TIA) to assess potential impacts of a project on the regional transportation system when an environmental impact report is prepared for a project. If the Development Project meets the CMP minimum threshold criteria for analysis, this will include analysis of potential impacts on CMP arterial monitoring intersections and freeway monitoring segments and on the public transit system. Mitigation measures will be developed as appropriate for impacts identified on the CMP regional highway system or public transit system.

Task 7: Parking Analysis - The proposed Development Project parking plan will be evaluated. If applicable, the total number of parking spaces required by CITY of Beverly Hills code will be determined and compared against the proposed on-site parking supply, and variations from CITY requirements will be identified.

A parking demand analysis will be conducted. This analysis will consider the different types of events and expected patronage that may be programmed in the different Development Project venues (e.g., performance spaces, classrooms, lobby, lounge) at different times of the day and will also consider administrative personnel. Two to three different reasonably-foreseeable event scenarios will be evaluated, consisting of combinations of events in the different venues that would represent worst-case parking demands for weekday midday, weekday evening, Saturday midday, and Saturday evening peak demand periods. Parking demand estimates will be prepared separately for each component in each event scenario through application of appropriate vehicle demand (mode split/vehicle occupancy) ratios to the patronage estimates for the various events. The empirical parking ratios thus derived in Task 2A will be utilized in this task.

If parking shortfalls are identified for certain time periods and/or certain combinations of events, the potential impact on nearby parking facilities will be discussed and appropriate mitigation measures will be identified and evaluated. Mitigation measures could potentially be operational (e.g., programming restrictions for certain times of the day or use of off-site parking) or physical in nature. It should be recognized that investigation of off-site impacts and potential off-site mitigations could require collection of additional data regarding utilization of existing private and/or public parking facilities in the vicinity of the Development Project site. However, the extent of such data collection cannot be known until such time as the parking analysis is conducted. Depending on the magnitude, time period, and duration of any shortfalls thus identified, the need for additional data collection could range from a few focused sweeps at a limited number of nearby facilities to

more comprehensive surveys at a larger number of facilities. The scope and cost for any such data collection would need to be determined in consultation with CITY staff at that time, and the cost is therefore not included in the proposed study budget.

Task 8: Site Access/Internal Circulation Analysis - The site access and internal circulation plan proposed as part of the Development Project will be evaluated to ensure that it is adequate to accommodate anticipated traffic flows. Evaluation of the proposed site circulation system will include assessment of parking access and internal vehicle movement, service/delivery access, bus access, passenger loading/unloading, and pedestrian access. The potential for impacts at the proposed site access points will be evaluated, including level of service analysis, potential queuing conflicts, and assessment of the potential need for traffic controls or turn lanes. The proposed motor court will be evaluated in regards to valet operation, vehicle capacity and potential queuing, and vehicle paths/maneuverability through the motor court. Both truck and passenger vehicle turning radii and maneuvers into/out of and through the site will be evaluated using AutoTurn turning templates.

If necessary, appropriate mitigation measures will be investigated and recommended.

Task 9: Development Project Alternatives - Traffic conditions and impacts for the no project alternative and the proposed Development Project will be evaluated fully as part of Tasks 4 through 8 described above. As permitted under CEQA, other project alternatives will be evaluated to a lesser extent, consisting of trip generation and parking demand analysis and qualitative assessment of potential impacts relative to the proposed Development Project.

Task 10: Documentation - A technical report will be prepared which presents the methodology, results, and recommendations of the transportation analysis. The report will be submitted in draft form for review and comment and will be finalized after receipt of comments. The report will suitable for use as an appendix to the EIR.

Task 11: Response to Comments - Responses will be prepared to the public comments received on the draft EIR pertaining to traffic and parking. The draft responses will be submitted to CITY staff for review, and will then be finalized upon receipt of CITY comments. The final responses will be incorporated into the final EIR.

Task 12: Public Hearings - Kaku Associates will attend four public meetings (potentially consisting of any combination of public scoping meeting, Planning Commission meetings, CITY Council meetings, or community workshops).

Public Services, Utilities, and Other Impacts- Impacts to public services and utilities will be determined, using the results of the traffic and parking impact analysis and data from the design team.

Ninyo and Moore will conduct an analysis of general geologic/soils/seismic hazards. They will also evaluate potential impacts from any hazardous materials that are present and may have to be removed from the site.

CEQA-Required Discussions. The EIR will include all sections required by the California Environmental Quality Act and the State CEQA Guidelines, including but not limited to, a summary, project description, environmental impact analysis, effects found not to be significant, growth inducement, alternatives, list of EIR preparers, references, and persons consulted.

5. Draft EIR. An Administrative Draft EIR will be prepared to incorporate the approved technical studies, approved draft mitigation measures, and all other documentation requirements.

Five copies of the Administrative Draft EIR will be submitted for review. The document will also be submitted in digital format. CONSULTANT proposes to hold a review work session with the client approximately two weeks after submission of the Administrative Draft. This technique has proven effective both as means to focus the client's review efforts and provide an arena for resolving any conflicting comments from those parties to whom the client may choose to submit the Administrative Draft EIR (such as advisory committees) and to achieve consensus on proposed mitigation measures.

CITY staff comments on the Administrative Draft EIR will be reviewed and appropriate revisions made to the document. Sixty (60) copies of the Draft EIR will be printed and submitted to CITY. The document will also be submitted in digital format. The Development Project mailing list will be updated to include those who provided responses to the NOP/IS. CITY will be responsible for distribution of the Draft EIR. CONSULTANT shall submit the NOC/EDT and copies of the Draft EIR (hard copies and CD-ROMs) to the State Clearinghouse and a duplicate original of the Notice of Availability to the Los Angeles County Clerk.

6. **Responses to Comments (Final EIR).** Upon the close of the 45-day comment period on the Draft EIR, CONSULTANT shall tabulate all comments received and advise CITY of those that are substantive and may require additional technical work. Draft responses to all comments received will be prepared and one unbound hard copy together with one digital copy submitted for review. The document will also be submitted in digital format. CONSULTANT proposes to hold a review work session with the client approximately 1 week after submission of the draft comments. Following this session, revisions to the EIR will be made to create the Administrative Final EIR. The revisions will include adding a response to comments chapter and identifying changes to the Draft EIR by use of strike out and underline text.

The Administrative responses to comments will be submitted for review and approval. Again, a document review meeting is recommended. Any corrections will be incorporated and five hard copies including one unbound copy and one digital copy of the responses to comments will be submitted. The mailing list will be updated to include those who provided comments on the Draft EIR. CITY will be responsible for printing and distribution of the Final EIR.

CONSULTANT shall assist in the preparation of the Mitigation Monitoring and Reporting Plan (MMRP), which specifies what mitigation measures are to be implemented, as well as how compliance with the measures is reported. Draft versions of the Findings will be prepared; it is assumed that the CITY would finalize these statements in order to demonstrate CITY's independent judgment on the project.

Upon approval of the Development Project and certification of the EIR, it is assumed that CITY will prepare and distribute the Notice of Determination (NOD).

7. **Public Information Meetings and Other Meetings.** The RFP calls for four public meetings in addition to the scoping meeting. CONSULTANT anticipates the meetings to occur as follows:

- a. Progress meeting at the end of technical studies to present:
 - Results of scoping meetings and how comments are being addressed in the preparation of the EIR
 - Preliminary results of technical studies
 - Anticipated release date EIR.

b. One public information meeting during circulation of the Draft EIR. CONSULTANT recommends that these meetings be in open-house format. This provides a general time period when

visitors can come and go at their own pace and allows attendees to have their specific concerns addressed by knowledgeable staff.

c. Public hearings by the Planning Commission and CITY Council. It is assumed that the Project Manager and key specialists would attend in support of CITY staff.

It is anticipated that coordination meetings with CITY will be held periodically and at least once a month and that meetings may include conference calls. To assist in making each meeting productive, CONSULTANT shall prepare and distribute via e-mail a proposed agenda and an action item/status report.

8. **Progress Reports.** CONSULTANT shall provide CITY's Project Manager with progress reports every two weeks. The progress reports will address overall advancement of the scope of services compared to the CONSULTANT's schedule, highlight any issues that would affect completion of the scope required by this Agreement in accordance with that schedule, and any proposed schedule amendments. Invoices for work completed will be submitted monthly. CONSULTANT billing practice is to submit invoices once per month for costs incurred over a 4- to 5-week period. Invoices typically include a summary of hours worked on by employee, plus copies of subconsultant invoices received, and ODCs paid. Additional documentation can be provided as needed.

JONES & STOKES – ESTIMATED SCHEDULE
Beverly Hills Cultural Center EIR Project

Updated/Finalized Initial Study and/or	(week of)
Completion of Public Scoping Meeting	January 12, 2007
Provide Technical Appendices to City	March 15, 2007
Provide Screencheck EIR to City	March 30, 2007
Provide Draft EIR (incorporating City Comments on screencheck document)	April 15, 2007
Complete Responses to Public Comment on Draft EIR	June 15, 2007
Provide Final EIR to City	August 15, 2007

EXHIBIT B

Table 1. Cost Estimate to Prepare the Beverly Hills Cultural Center EIR (11/7/05)

Task	Consulting Staff												Subcontractor		Labor Total	Direct Expenses	Total Price
	Lisack L Proj Dlr	Starzak R Proj Dlr	Anderson C Env Spec IV	Trial S Env Spec III	Cooper K Env Scd Sr	Wilson S Env Spec II	Greene M Env Scd Sr	Herdia J Env Spec I	Robinson M Env Sci	Mathias J Tech Editor	Hullbut L Env Spec II	Chastain C Env Spec III	Subtotal	Kaku Aaso Traffic-Pkng			
Update Draft Initial Study and NOP	4		8	6	8	3							\$3,070			\$3,070	
Scoping Meeting	8		12	6	6	4							\$7,790	\$1,750		\$9,540	\$0
Technical Studies (Geology, Haz Mat, AQ, Noise, Traffic/Christalton + Parking)	12	2	24	4	4	4	30	44					\$16,520	\$7,500	\$4,500	\$28,520	\$60,520
Prepare Draft EIR	36	3	50	96	12	56	12	8	8	24	24		\$43,020	\$2,250		\$45,270	\$0
Prepare Responses to Public Comments on Draft EIR	12	2	40	40	8	6	6	4	4	16	8		\$17,480	\$7,500	\$1,500	\$26,480	\$0
Prepare Final EIR, MMGP, Findings & SOC	10	2	16	54						16			\$11,110	\$4,500	\$500	\$16,110	\$0
Public Meetings/Public Information Meetings	16	4	28	12		8							\$9,240	\$3,000		\$12,240	\$0
Monthly Progress Reports/Administration & Coordination	8		8										\$2,520			\$2,520	\$0
Total hours	106	13	186	220	44	83	48	66	12	85	24	32					
Jones & Stokes billing rates	\$200	\$200	\$115	\$105	\$160	\$95	\$160	\$80	\$130	\$75	\$95	\$105					
Subtotals	\$21,200	\$2,600	\$21,380	\$23,100	\$7,040	\$7,885	\$7,680	\$4,480	\$1,560	\$8,375	\$2,280	\$3,360	\$109,950	\$56,500	\$6,500	\$171,950	\$0
Direct Expenses																	\$525
822.00 Airfares																	\$500
823.02 Reproductions																	\$125
823.04 Postage and Delivery																	\$150
823.05 Travel, Auto, Incd. Mileage at current IRS rate (.445/mile)																	\$250
823.07 Surveys and Reports																	\$50
829.00 Other Reimbursable Expenses																	\$150
Mark up on all non-labor costs and subcontractors: 2%																	\$1,285
Direct expense subtotal																	\$3,045
Total price																	\$174,995

Jones & Stokes Fee Schedule

Effective January 1, 2006

Labor Classifications	Per Hour
Project Director	\$160-200
Senior Environmental Scientist	\$140-160
Environmental Scientist	\$130
Environmental Specialist IV	\$115
Environmental Specialist III	\$105
Environmental Specialist II	\$95
Environmental Specialist I	\$80
Technical Writer	\$80
Technical Editor	\$75
Graphic Artist	\$70
Librarian	\$70
Communications Specialist	\$65
Technician	\$50
Administrative Technician	\$55
Intern	\$50

Other Direct Expenses

Blueprints/Color prints	\$0.30/square foot
Report reproduction, photocopying	\$0.08/page
Automobile mileage at current IRS rate or	\$0.445/mile
Laptop computer (field projects only)	\$10.00/day
Cellular telephone (field project only)	\$10.00/day

A general and administrative charge of 10% will be applied to all other direct costs, inclusive of subcontractor charges.

Per diem is charged at \$160.00/day. A lodging surcharge will apply in high rate areas.

Prompt Payment

Jones & Stokes Associates clients may reduce any current invoice by (1%) of the billed amount if payment is made within 10 business days of receipt of said invoice.

Billing rates are subject to revision effective January 1 of each year



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.
ADDRESSC.**

COMPAN Y (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATIO N DATE	LIMITS		
				B.I.	P.D.	AGGREGAT E
	<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.

Attachment 3

Copy of Amendment No. 1 to Agreement

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND JONES & STOKES
ASSOCIATES FOR THE PREPARATION OF AN
ENVIRONMENTAL IMPACT REPORT FOR THE BEVERLY
HILLS CULTURAL CENTER

This Amendment No. 1 is to that certain Agreement between the City of Beverly Hills, a municipal corporation ("CITY"), and Jones & Stokes Associates (hereinafter called the "CONSULTANT") dated December 12, 2006, identified as Contract No. 455-06 ("Agreement") for the preparation of an environmental impact report for the Beverly Hills Cultural Center.

RECITALS

- A. CITY entered into an Agreement for the preparation of an environmental impact report for the Beverly Hills Cultural Center on December 12, 2006.
- B. CITY desires to modify the compensation due to additional work being required to complete the environmental documentation.

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

Section 1. Section 8 of the Agreement entitled "Compensation" shall be amended as follows:

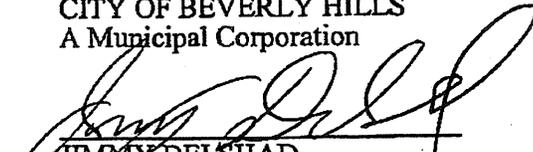
"8. COMPENSATION.

CITY shall pay CONSULTANT an amount not to exceed Two Hundred Thirty Thousand Five Hundred Forty-Five Dollars (\$230,545) for the satisfactory performance of services set forth in Exhibit A and based on the hourly rates and breakdown of costs set forth in Exhibit B of this Agreement and for actual expenses reasonably incurred in the performance of this Agreement and identified in Exhibit B. Payment shall be made as specified in Section 9 of this Agreement."

Section 2. Except as expressly modified by this Amendment No. 1, all of the provisions of the Agreement between the City of Beverly Hills and Jones & Stokes Associates shall remain in full force and effect.

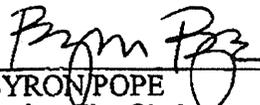
Executed this 5th day of December, 2007 at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation



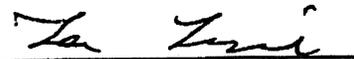
JIMMY DELSHAD
Mayor of the City of Beverly Hills,
California

ATTEST:



BYRON POPE (SEAL)
City Clerk

CONSULTANT: JONES & STOKES
ASSOCIATES



LEE J. LISECKI
Principal



BRUCE QUATTRONE
Chief Financial Officer

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



RODERICK J. WOOD
City Manager



VINCENT P. BERTONI, AICP
Director of Community Development



KARL KIRKMAN
Risk Manager