



AGENDA REPORT

Meeting Date: December 4, 2012
Item Number: F-15
To: Honorable Mayor & City Council
From: Susan Healy Keene, AICP, Director of Community Development
Subject:

APPROVAL OF AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND LILLEY PLANNING GROUP FOR AS-NEEDED PLANNING CONSULTANTS; AND

APPROVAL OF A CHANGE ORDER IN THE AMOUNT OF \$90,000 TO THE PURCHASE ORDER FOR A NOT-TO-EXCEED AMOUNT OF \$250,000 TO LILLEY PLANNING GROUP

Attachments: 1) Agreement

RECOMMENDATION

Staff recommends that the City Council approve a \$100,000 amendment to the current agreement between the City of Beverly Hills and Lilley Planning Group for as-needed planning consultants and a change order in the amount of \$90,000 to the purchase order for a not-to-exceed total amount of \$250,000 for the contracted services.

INTRODUCTION

Lilley Planning Group has provided supplemental planning consulting services to the City since 2008. It has been selected for this agreement based on their specialized planning consulting services and consistent ability in providing a high degree of professional technical skill and expertise.

DISCUSSION

On July 28, 2011, the City entered into an agreement (Agreement No. 284-11) with Lilley Planning Group for as-needed planning consultants. Due to limited staff resources and increase in workload the past months, it has become necessary for the Department to seek outside consulting services to support its day to day activities and the Architectural, Design and Cultural Heritage commissions. Recruitments for the department's vacant positions have begun but until these positions are filled, staff recommends that an increase in the agreement and purchase order amounts be considered.

Staff is requesting that the \$150,000 consideration amount of the existing agreement be increased by \$100,000 for a not-to-exceed total amount of \$250,000 in order to accommodate greater than anticipated use of the consultant services. Staff is also requesting City Council to approve the issuance of a change order for an additional \$90,000 for a not-to-exceed total purchase order amount of \$250,000.

FISCAL IMPACT

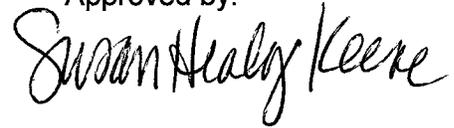
The cost to perform the as-needed planning services will be covered by salary savings from the department and processing of applications is offset by added revenue from developer fees.



Noel Marquis
Finance Approval

Susan Healy Keene, AICP

Approved by:



Attachment 1

AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY OF
BEVERLY HILLS AND LILLEY PLANNING GROUP FOR AS-NEEDED
PLANNING CONSULTANTS

NAME OF CONTRACTOR: Lilley Planning Group

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Jennifer A. Lilley, AICP, President

CONTRACTOR'S ADDRESS: 138 West Amerige Avenue
Fullerton, CA 92832
Attention: Jennifer A. Lilley, AICP, President

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Susan Healy Keene, AICP
Director of Community Development Department

COMMENCEMENT DATE: July 11, 2011

TERMINATION DATE: June 30, 2013, unless extended pursuant to Section 2 of the Agreement

CONSIDERATION: Original Agreement: Not to exceed \$50,000.00 and based on the hourly rate set forth in Section B of the Agreement

Amendment No. 1: Not to exceed \$150,000.00 and based on the hourly rate set forth in Section B of the Agreement

Amendment No. 2: Not to exceed \$100,000.00 and based on the hourly rate set forth in Section B of the Agreement

Total for Original Agreement and Amendment No. 1 and Amendment No. 2 not to exceed \$250,000.00

AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY OF
BEVERLY HILLS AND LILLEY PLANNING GROUP FOR AS-NEEDED
PLANNING CONSULTANTS

This Amendment No. 2 is to the Agreement between the City of Beverly Hills (hereinafter called "CITY"), and Lilley Planning Group (hereinafter called "CONTRACTOR") dated July 28, 2011, and identified as Contract No. 284-11, as amended by Amendment No. 1 dated December 19, 2011 and identified as Contract No. 505-11 and letter extension dated August 29, 2012.

RECITALS

A. CITY entered into a written contract with CONTRACTOR for as-needed planning consultant services.

B. CITY desires to amend the Agreement to include the manner of providing services and to increase the Compensation due to an increased demand for 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. Section 1 of the Agreement entitled "CONTRACTOR'S Scope of Work" shall be amended as follows:

"(a) CONTRACTOR shall be responsible for the successful completion of the tasks or projects assigned to CONTRACTOR under this Agreement. CONTRACTOR shall determine the manner and means to be used, with CITY only interested in the results to be achieved. CONTRACTOR shall coordinate its activities with CITY, but shall not be required to account for its actions and activities, except as to the results to be achieved. Except as otherwise provided in this Agreement, CONTRACTOR shall furnish all tools and equipment and shall be responsible for incidental business expenses (including office supplies, office space, incidental travel and clerical support services) incurred in connection with the services provided to the CITY. However, CITY may temporarily provide incidental facilities and clerical support for CITY'S convenience while CONTRACTOR is on site. CONTRACTOR shall pay all applicable self-employment taxes. Consistent with CONTRACTOR'S status as an independent contractor, CONTRACTOR shall not use letterhead, business cards, job titles or any other indicia that may imply CONTRACTOR is an employee of CITY.

CONTRACTOR shall not supervise, direct, delegate or assign tasks to CITY staff, but may advise the Director of Community Development/Planning of tasks to be completed which the Director of Community Development/Planning may assign as the Director of Community Development/Planning deems appropriate. Except for circumstances requiring the attendance of CONTRACTOR, such as meetings,

CONTRACTOR may perform services at the time and location of CONTRACTOR's choosing, consistent with the goals to be achieved. CONTRACTOR may, but is not required to, perform services at CITY facilities. CONTRACTOR shall provide all training and instruction to its personnel. CITY shall not supervise CONTRACTOR's activities or direct CONTRACTOR's activities when at CITY facilities."

- (b) CONTRACTOR shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONTRACTOR must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 4. Except as specifically amended by this Amendment No. 2, the Agreement dated July 28, 2011, and identified as Contract No. 284-11, shall remain in full force and effect.

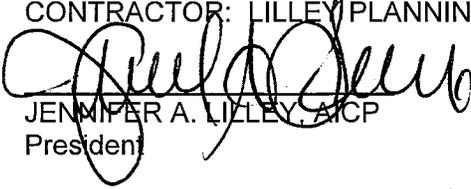
IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the _____ day of _____, 2012, at Beverly Hills, California.

CITY OF BEVERLY HILLS,
A Municipal Corporation

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

ATTEST:

BYRON POPE
City Clerk

CONTRACTOR: LILLEY PLANNING GROUP

JENNIFER A. LILLEY, AICP
President

APPROVED AS TO FORM:


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY KOLIN
City Manager

[Signatures continue]


SUSAN HEALY-KEENE, AICP
Director of Community Development


KARL KIRKMAN
Risk Manager