



AGENDA REPORT

Meeting Date: October 2, 2007
Item Number: F-11
To: Honorable Mayor & City Council
From: Scott Miller, Director of Administrative Services and CFO and
Noel Marquis, Assistant Director of Administrative Services
Subject: **APPROVALS AND RESOLUTIONS OF THE COUNCIL OF THE CITY
OF BEVERLY HILLS RELATED TO VARIOUS CITY PURCHASING
AND BUDGET TRANSACTIONS AS DESCRIBED HEREIN.**

Attachments: 1. Agreements (2)

**ITEM A. APPROVAL OF AMENDMENT NO. 3 TO AN AGREEMENT BETWEEN
THE CITY OF BEVERLY HILLS AND THE DAVIS COMPANY FOR THE
DESIGN AND IMPLEMENTATION OF EMPLOYEE PERFORMANCE
STANDARDS AND MEASURES; AND,**

**APPROVAL TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF
\$230,000 FOR IMPLEMENTATION OF EMPLOYEE PERFORMANCE
STANDARDS AND MEASURES.**

RECOMMENDATION

Staff recommends that the City Council approve an agreement and a purchase order with The Davis Company for the design and implementation of employee performance standards and measures in an amount not-to-exceed \$230,000.

INTRODUCTION

Administrative Services Human Resources has been working with The Davis Company to develop and implement better methodology that will provide a more standardized employee evaluation process that will measure criteria directly related to job responsibilities and performance.

DISCUSSION

The new system has been developed for department heads and senior staff. This amendment will allow staff and The Davis Company to complete the development of the process for the remainder of the employee groups.

FISCAL IMPACT

Funds were budgeted and are available within the Policy, Administration and Legal Internal Service Fund for this purpose.

ITEM B. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND HUGHES CONSULTING FOR ADVANCED SUPERVISOR'S ACADEMY AND LEADERSHIP & MANAGEMENT COLLEGE TRAINING SERVICES; AND,

APPROVAL TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$64,000 FOR ADVANCED SUPERVISOR'S ACADEMY AND LEADERSHIP & MANAGEMENT COLLEGE TRAINING SERVICES.

RECOMMENDATION

Staff recommends that the City Council approve the agreement and a purchase order with Hughes Consulting for advanced supervisor's academy and leadership and management college training services in an amount not-to-exceed \$64,000.

INTRODUCTION

Administrative Services Human Resources worked with Hughes Consulting to develop a highly successful Supervisor Academy. In an effort to continue the beneficial and well received training program the City is developing, staff recommends continuing the Advanced Supervisor's Workshops.

DISCUSSION

Approval of this agreement and purchase order will allow Richard Hughes to continue his series of Advanced Supervisor's Workshops and Leadership and Management Training Services. Additionally, Hughes Consulting will continue to provide the Training Coaches with training skills for future workshops.

Meeting Date: October 2, 2007

FISCAL IMPACT

Funds were budgeted and are available within the Policy, Administration and Legal Internal Service Fund for this purpose.



Noel Marquis
Finance Approval



Scott G. Miller
Approved By

AMENDMENT NO. 3 TO AN AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND THE DAVIS COMPANY FOR
THE DESIGN AND IMPLEMENTATION OF EMPLOYEE
PERFORMANCE STANDARDS AND MEASURES

NAME OF CONSULTANT:	The Davis Company
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Michael Davis, President
CONSULTANT'S ADDRESS:	555 University Avenue, Suite 116 Sacramento, California 95825
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive, 210 Beverly Hills, CA 90210 Attention: Director of Human Services
COMMENCEMENT DATE:	August 3, 2005
TERMINATION DATE:	Upon satisfactory completion of the services required by this Agreement
CONSIDERATION:	Not to exceed \$230,000 for professional fees and reimbursable expenses, and more particularly described in Exhibit B-1

AMENDMENT NO. 3 TO AN AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND THE DAVIS COMPANY FOR
THE DESIGN AND IMPLEMENTATION OF EMPLOYEE
PERFORMANCE STANDARDS AND MEASURES

This Amendment No. 3 is to that certain Agreement between the City of Beverly Hills, a municipal corporation ("City"), and The Davis Company ("Vendor"), dated August 2, 2005 and identified as Contract No. 237-05, as amended by Amendment No. 1, dated March 7, 2006 and identified as Contract No. 70-06 and Amendment No. 2, dated September 19, 2006 and identified as Contract No. 350-06 ("Agreement") for the design and implementation of employee performance standards and measures.

RECITALS

A. City entered into a written agreement with Consultant for the design and implementation of employee performance standards and measures on August 2, 2005, which has been previously amended.

B. City desires to increase the Compensation to compensate for additional services.

NOW, THEREFORE, the parties agree as follows:

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

Section 2. Except as amended by Sections 1, 3 and 4 of Amendment No. 2, and specifically amended by this Amendment No. 3, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____, 200__, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

JIMMY DELSHAD
Mayor of the City of
Beverly Hills, California

ATTEST:

BYRON POPE
City Clerk

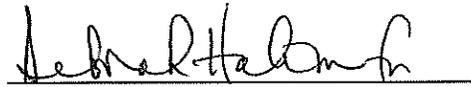
(SEAL)

CONSULTANT: THE DAVIS COMPANY



MICHAEL DAVIS
President

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



RODERICK J. WOOD
City Manager



SANDRA OLIVENCIA
Assistant Director of Administrative
Services/Human Resources



KARL KIRKMAN
Risk Manager

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND HUGHES CONSULTING FOR ADVANCED
SUPERVISOR'S ACADEMY AND LEADERSHIP &
MANAGEMENT COLLEGE TRAINING SERVICES

NAME OF CONSULTANT: Hughes Consulting

RESPONSIBLE PRINCIPAL
OF CONSULTANT: Richard Hughes

CONSULTANT'S ADDRESS: 7175 Hollowbrook Drive
Edmond, Oklahoma 73003

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

COMMENCEMENT DATE: September 30, 2007

TERMINATION DATE: June 30, 2008, unless extended pursuant to
Section 2 of the Agreement

CONSIDERATION: Not to exceed \$64,000 and more particularly
described in Exhibit A

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND HUGHES CONSULTING FOR ADVANCED
SUPERVISOR'S ACADEMY AND LEADERSHIP &
MANAGEMENT COLLEGE TRAINING SERVICES

THIS AGREEMENT is made as by and between the City of Beverly Hills (hereinafter called "City"), and Hughes Consulting (hereinafter called "Consultant").

RECITALS

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

B. Consultant represents that it is qualified and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. Consultant's Services. Consultant shall perform the services outlined in the Scope of Services as set forth in Exhibit A to the full satisfaction of City. Consultant shall perform the services in a manner satisfactory to City and consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Section 2. Time of Performance. Consultant shall perform the services on or by the Termination Date set forth above. The Time of Performance may be extended in writing by the City Manager or his designee for two additional one year periods pursuant to the same terms of the Agreement..

Section 3. Compensation. City agrees to compensate Consultant, and Consultant agrees to accept in full satisfaction for the services required by this Agreement an amount not to exceed the Consideration set forth above and more specifically detailed in Exhibit A. Said Consideration shall constitute reimbursement of Consultant's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). City shall pay Consultant in accordance with the schedule of payment set forth in Exhibit B, attached hereto and incorporated herein.

Section 4. Independent Consultant. Consultant is and shall at all times remain, as to City, a wholly independent Consultant. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as herein set forth. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

Section 5.

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

(b) City: Responsible Principal. The City Manager or his designee shall administer the terms of the Agreement on behalf of City.

Section 6. Personnel. Consultant represents that Richard Hughes shall perform Consultant's services under this Agreement. Consultant may associate with or employ associates or subconsultants in the performance of its services under this Agreement with prior written approval of City, but at all times shall be responsible for their services.

Section 7. Interests of Consultant. Consultant affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with Consultant.

Section 8. Affidavit. Consultant represents that it is not required by law to maintain workers' compensation or employer's liability insurance coverage and shall sign an affidavit, attached hereto as Exhibit C and incorporated herein, to this effect.

Section 9. Indemnification. Consultant agrees to indemnify, hold harmless and defend City, City Council and each member thereof, and every officer, employee and agent of City, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any person employed by Consultant in the performance of this Agreement.

Section 10. Termination.

(a) City may cancel this Agreement at any time upon five (5) days written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by City, due to no fault or failure of performance by Consultant, Consultant shall be paid full compensation for all services performed by Consultant, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, Consultant shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid Consultant for the full performance of the services required by this Agreement.

Section 11. City's Responsibility. City shall provide Consultant with all pertinent data, documents and other requested information as is available for the proper performance of Consultant's services. City shall provide suitable facilities and equipment for training and be responsible for notifying participants of training schedules.

Section 12. Documents and Drawings. Instructional materials furnished by Consultant in paper or electronic form shall not be used further by City or provided or sold by City to other organizations, without the express written permission of Consultant.

Section 13. Changes in Scope of Work. City shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by Consultant must be made in writing and approved by both parties.

Section 14. Notice. Any notice required to be given to Consultant shall be deemed duly and properly given upon delivery, if sent to Consultant postage prepaid to the Consultant's address set forth above or personally delivered to Consultant at such address or other address specified to City in writing by Consultant.

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

Section 15. Conflict with Proposal. In the event of a conflict between Exhibit A, Consultant's Proposal, and this Agreement, the terms of this Agreement shall prevail.

Section 16. Successors and Assigns. Consultant shall not assign or attempt to assign any portion of this Agreement without the written approval of City.

Section 17. Entire Agreement. This Agreement represents the entire integrated agreement between City and Consultant, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Consultant.

Section 18. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 19. Attorney's Fees. In the event that City or Consultant commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

Section 20. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determine by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____, 200_.

CITY OF BEVERLY HILLS
A Municipal Corporation

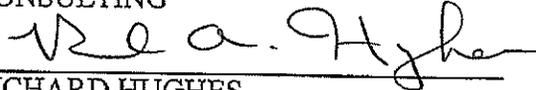
JIMMY DELSHAD
Mayor of the City of
Beverly Hills, California

ATTEST:

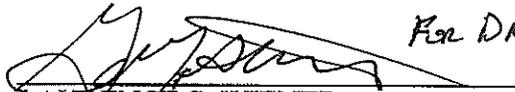
BYRON POPE
City Clerk

[signatures continue]

CONSULTANT: HUGHES
CONSULTING


RICHARD HUGHES

APPROVED AS TO FORM:

 For DRH
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:


RODERICK J. WOOD
City Manager


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


SANDRA OLIVENCIA
Assistant Director of Administrative
Services/Human Resources


KARL KIRKMAN
Risk Manager

EXHIBIT A
SCOPE OF SERVICES/COMPENSATION

**PROPOSED TRAINING SERVICES FOR BEVERLY HILLS
2007 -2008**

HUGHES CONSULTING

Advanced Supervisor's Academy

In this series of workshops, first-line supervisors elect to take these courses. Hughes Consulting will facilitate eight (8) half-day workshops spread over the 2007 fall/winter two-week visit to Beverly Hills as well as the 2008 spring visit.

The topics to be addressed and number of workshops for each topic are summarized below:

Tool Kit	Topic	# Workshops
7	Building a high performing team	1
8	Creative thinking	1
9	Decision-making (McKenzie to conduct)	
10	Recruiting and selecting staff	2
11	Customer service or career development	2
12	Becoming a leader	2

As part of this training, Hughes Consulting will modify Tool Kits 7 and 8 which initially were developed for Managers; assist John McKenzie in refining the decision-making course; and develop Tool Kits 10, 11 and 12.

Cost - \$25,000

This does not include the cost of printing participant workbooks or books participants may use.

Leadership and Management College

In this new program for non-public safety middle managers, the design for this Institute will be finalized; and Hughes Consulting will facilitate eight (8) half-day workshops spread over the 2007 fall/winter two-week visit to Beverly Hills as well as the two-week 2008 spring visit.

The topics to be addressed and number of workshops for each topic are presented below:

	Topic	# Workshops
Core Management Topics		
A	Setting goals and measuring performance	1
B	Communicating with your supervisors	1
C	Motivating your supervisors	1
D	Developing and coaching your supervisors	1
Leadership Topics		
E	Implications of book Good to Great	1
F	Implications of book Developing the Leader Within	1
G	Implications of book The Fred Factor	1
H	Assessment of leadership skills and leadership project	1

As part of this training, Hughes Consulting will convert the motivating, training and communicating tool kits to materials for Managers; develop training on setting goals and measuring performance; and create study and workshop facilitation guides for the three books on leadership; and design a leadership skills assessment process and how the project will work.

Cost - \$31,000

This does not include the cost of printing participant workbooks or books participants will use.

Training Coaches

Assistance will continue to be provided to increase the training skills of Training Coaches, including: meeting with them two times during each visit to Beverly Hills; providing them with training ideas and guides; and organizing a Training of Trainers resource manual (in cooperation with John McKenzie).

Cost - \$8,000

This does not include the cost of printing a Trainer of Trainer manual for Training Coaches or books they may use.

EXHIBIT B
SCHEDULE OF PAYMENT

Upon completion of the services required by this Agreement, Consultant shall submit an itemized statement to City for its services performed, which shall include documentation setting forth in detail a description of the services rendered. City shall pay Consultant the amount of such billing within thirty (30) days of receipt of same.

- \$16,000 one week before the first two week visit
- \$16,000 at the completion of the first two week visit
- \$16,000 one week before the second two week visit
- \$16,000 at the completion of the second two week visit

If requested by the City in writing, additional training or consulting shall be billed at the rate of \$225 per hour plus reimbursable expenses reasonably incurred in the performance of the Agreement.

EXHIBIT C

CITY OF BEVERLY HILLS
WORKER'S COMPENSATION STATEMENT

FISCAL YEAR 2007-2008
JULY 1, 2007 TO JUNE 30, 2008

(For Contractor not Subject to California Worker's Compensation Laws)

I, Richard A. Hughes certify that in the performance of my agreement with the City of Beverly Hills, shall not employ any person in any manner so as to become subject to the Worker's Compensation Laws of California.

I agree that should I become subject to the Worker's Compensation Laws of California during the term of the agreement, I will notify the City of Beverly Hills and I will comply with those laws immediately.

CONTRACTOR USE ONLY:

Hughes Consultants
(COMPANY NAME)

Richard A. Hughes
(SIGNATORY'S PRINTED NAME)

Richard A. Hughes
(SIGNATURE)

405-359-9623
(TELEPHONE NUMBER)

8-15-07
(DATE SIGNED)

REVIEWED/APPROVED BY:

[Signature]
Risk Management Division

9/7/07
Date Signed