



## AGENDA REPORT

**Meeting Date:** October 7, 2008  
**Item Number:** F-8  
**To:** Honorable Mayor & City Council  
**From:** Jonathan Lait, City Planner  
**Subject:** AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND KEYSER MARSTON ASSOCIATES, INC. FOR CONSULTANT SERVICES REGARDING DEVELOPMENT OF THE SITES KNOWN AS "9900 WILSHIRE BOULEVARD" AND "THE BEVERLY HILTON"; AND

APPROVAL OF A CHANGE ORDER IN THE AMOUNT OF \$3,000 TO THE PURCHASE ORDER FOR A NOT-TO-EXCEED TOTAL OF \$53,000 FOR THE CONTRACTED SERVICES

**Attachments:** 1. AGREEMENT

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### **RECOMMENDATION**

It is recommended that the City Council approve a \$3,000 amendment to an agreement between the City of Beverly Hills and Keyser Marston Associates, Inc. (KMA) for consultant services. A greater than anticipated use of the consultant services exceeded the scope of contract by approximately \$3,000. Staff is requesting that the existing cost of the contract (\$50,000) be increased by \$3,000 in order to cover final consulting services and close out the existing agreement. Staff is also recommending that the City approve a change order in the amount of \$3,000 to the purchase order for a not-to-exceed total of \$53,000 for the contracted services.

### **INTRODUCTION**

In December, 2007, the Community Development Department entered into an agreement with Keyser Marston Associates, Inc. to provide the City with consulting services on real estate development, finance and other professional advice related to the Development Agreement and financial matters with respect to the 9900 Wilshire and the

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Beverly Hilton development projects. Due to change in the scope of work, additional services were required from the consultant.

**DISCUSSION**

During the public hearings on the 9900 Wilshire and Beverly Hilton projects, KMA prepared fiscal and economic analyses to assist the City in its decision-making on the respective projects. The work needed by the City exceeded the scope of contract by approximately \$3,000. The new total cost of the contract will be \$53,000.

**FISCAL IMPACT**

The cost to perform the consulting services by Keyser Marston Associates is fully borne by the developers. There is no fiscal impact to the City.

  
\_\_\_\_\_  
SCOTT MILLER  
Finance Approval

  
\_\_\_\_\_  
JONATHAN LAIT, AICP  
Approved By

# **Attachment 1**

## Agreement

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE  
CITY OF BEVERLY HILLS AND KEYSER MARSTON  
ASSOCIATES, INC. FOR CONSULTANT SERVICES  
REGARDING DEVELOPMENT OF THE SITES KNOWN AS  
"9900 WILSHIRE BOULEVARD" AND "THE BEVERLY  
HILTON"

NAME OF CONSULTANT: Keyser Marston Associates, Inc.

RESPONSIBLE PRINCIPAL  
OF CONSULTANT: Cal Hollis

CONSULTANT'S ADDRESS: Keyser Marston Associates, Inc.  
55 Pacific Avenue Mall  
San Francisco, CA 94111

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: Anne Browning McInstosh, AICP  
Interim Director of Community Development

COMMENCEMENT DATE: December 1, 2007

TERMINATION DATE: November 30, 2009, unless  
extended pursuant to Section 4

CONSIDERATION: Not to exceed \$53,000 based on  
the rates set forth in Exhibit B-1

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE  
CITY OF BEVERLY HILLS AND KEYSER MARSTON  
ASSOCIATES, INC. FOR CONSULTANT SERVICES  
REGARDING DEVELOPMENT OF THE SITES KNOWN AS  
"9900 WILSHIRE BOULEVARD" AND "THE BEVERLY  
HILTON"

This Amendment No. 1 is to that certain Agreement, dated May 30, 2008 and identified as Contract No. 176-08 (the "Agreement"), copies of which are on file in the office of the City Clerk, between the City of Beverly Hills, a municipal corporation ("City") and Keyser Marsten Associates, Inc. ("Consultant"), for consultant services regarding development of the sites known as "9900 Wilshire Boulevard" and "The Beverly Hilton".

R E C I T A L S

A. City entered into a written Agreement, dated May 30, 2008, for consultant services regarding development of the sites known as "9900 Wilshire Boulevard" and "The Beverly Hilton".

B. City desires to extend the term of the Agreement and increase the Consideration to pay for the additional services.

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

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

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

Section 3. Except as specifically amended herein, all terms and conditions set forth in the Agreement shall remain in full force and effect.

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

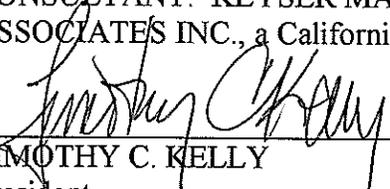
CITY OF BEVERLY HILLS  
A Municipal Corporation

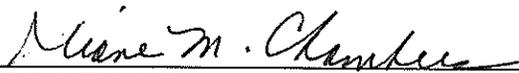
\_\_\_\_\_  
BARRY BRUCKER  
Mayor of the City of  
Beverly Hills, California

ATTEST:

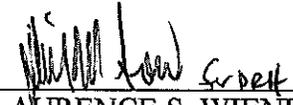
\_\_\_\_\_  
(SEAL)  
BYRON POPE  
City Clerk

CONSULTANT: KEYSER MARSTON  
ASSOCIATES INC., a California corporation

  
\_\_\_\_\_  
TIMOTHY C. KELLY  
President

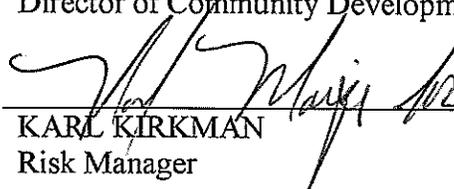
  
\_\_\_\_\_  
DIANE M. CHAMBERS  
Secretary

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

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

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