



## AGENDA REPORT

**Meeting Date:** December 2, 2014  
**Item Number:** D-7  
**To:** Honorable Mayor & City Council  
**From:** Susan Healy Keene, AICP, Director of Community Development  
**Subject:** APPROVAL OF AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND MANAGEMENT PARTNERS FOR INTERIM MANAGEMENT CONSULTING SERVICES; AND  
APPROVAL OF A CHANGE PURCHASE ORDER IN THE AMOUNT OF \$100,000 FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$150,000

**Attachments:** 1) Agreement

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### **RECOMMENDATION**

Staff recommends that the City Council approve Amendment No. 1 to the agreement increasing the current agreement and purchase order amount by \$100,000 with Management Partners for management consulting services during the Assistant Director/City Planner vacancy for a total not-to-exceed amount of \$150,000.

### **INTRODUCTION**

The City entered into an agreement with Management Partners on September 4, 2014 shortly after the Community Development Department Assistant Director/City Planner's position became vacant. Management Partners has been providing local government management assistance since 1994 and has earned a national reputation for delivering extraordinary quality service. It has a staff of professionals who are experienced public service managers and have first-hand knowledge of local government operations.

### **DISCUSSION**

The Community Development Department has many significant projects underway and with the Assistant Director/City Planner position being vacant, it had become imperative for the department to solicit the services of a consulting agency to provide the

department a seasoned professional to assist with its projects, organizational work and recruitment for the permanent position.

Management Partners was hired to provide the interim management the department needed and then assigned Jay Trevino to this engagement.

Jay Trevino has 31 years of extensive public sector experience including land use planning and regulation, transit oriented development, environmental analysis, strategic management and organizational development. He has served in a variety of planning positions with the latest being the Executive Director of the Planning and Building Agency of the City of Santa Ana where he had direct responsibility for the leadership and administration of the 108-member agency which included advance, current and environmental planning, plan check, permit issuance, new construction inspection and code enforcement.

The recruitment for the vacant City Planner position is still ongoing and has an estimated date of completion of February 2015. Until that time, staff recommends that the agreement with Management Partners be increased to continue provision of management services to the department. This amendment increases the consideration amount of the current agreement and purchase order by \$100,000 for a total not-to-exceed amount of \$150,000 providing the department the funds to support these continuing services.

#### **FISCAL IMPACT**

The cost to perform the interim management services by Management Partners is from Community Development Department's salary savings from its current vacancies.

Susan Healy Keene, AICP

Approved by:



# **Attachment 1**

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF  
BEVERLY HILLS AND MANAGEMENT PARTNERS FOR INTERIM  
MANAGEMENT CONSULTING SERVICES

NAME OF CONTRACTOR: Management Partners

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Gerald E. Newfarmer, President and CEO

CONTRACTOR'S ADDRESS: 3152 Red Hill Avenue, Suite 210  
Costa Mesa, CA 92626

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

COMMENCEMENT DATE: August 25, 2014

TERMINATION DATE: June 30, 2015 unless extended pursuant to Section 2 of  
the Agreement

CONSIDERATION: Not to exceed \$ 150,000 as based on the rates set forth  
in Exhibit B including reimbursables

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF  
BEVERLY HILLS AND MANAGEMENT PARTNERS FOR INTERIM  
MANAGEMENT CONSULTING SERVICES

This Amendment No. 1 is to that certain Agreement between the City of Beverly Hills ("CITY"), a municipal corporation, and Management Partners ("CONTRACTOR"), for interim management consulting services dated September 4, 2014 and identified as Contract No. 469-14, ("Agreement"), a copy of which is on file in the City Clerk's office.

RECITALS

A. CITY entered into a written agreement with CONTRACTOR on September 4, 2014 for interim management consulting services.

B. CITY now desires to extend the Termination Date and increase the compensation to pay for the additional 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. Exhibit A, Scope of Services, shall be amended as attached hereto and incorporated herein.

Section 4. Exhibit B, Schedule of Rates, shall be amended as attached hereto and incorporated herein.

Section 5. Except as expressly modified by the Amendment No. 1, all of the provisions of the Agreement shall remain in full force and effect.

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
LILI BOSSE  
Mayor of the City of Beverly Hills, California

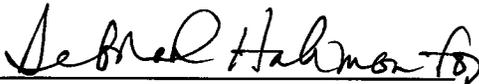
ATTEST:

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

MANAGEMENT PARTNERS

\_\_\_\_\_  
GERALD E. NEWFARMER  
President and Chief Executive Officer

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT

\_\_\_\_\_  
JEFFREY C. KOLIN  
City Manager

  
\_\_\_\_\_  
SUSAN HEALY KEENE, AICP  
Director of Community Development Department

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

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
LILI BOSSE  
Mayor of the City of Beverly Hills, California

ATTEST:

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

MANAGEMENT PARTNERS  
  
GERALD E. NEWFARMER  
President and Chief Executive Officer

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT

\_\_\_\_\_  
JEFFREY C. KOLIN  
City Manager

\_\_\_\_\_  
SUSAN HEALY KEENE, AICP  
Director of Community Development Department

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

## EXHIBIT A

### SCOPE OF SERVICES

CONTRACTOR shall assist the CITY by executing the following scope of services in a satisfactory and proper manner in accordance with direction provided by the City Manager, or designee. Direction to proceed with individual services shall be provided by CITY to CONTRACTOR in writing, including the specific nature of the service. Services may include:

- Advise on projects
- Advise on process improvement opportunities
- Advise on organizational options
- Advise on recruitment of Assistant Community Development Director
- Other consulting services as needed

CONTRACTOR shall be available upon receipt of an approved copy of this Agreement and shall be undertaken and completed in accordance to a schedule of performance that is satisfactory to the CITY.

This engagement anticipates three to four days a week, depending on need. The assignment will begin August 25, 2014 with two days a week until mid-September, at which time; it will transition to three to four days a week. The engagement is expected to continue through approximately June 30, 2015. CONTRACTOR is assigning Jay Trevino to this engagement. Mr. Trevino will work at the direction of the CONTRACTOR and will continue to use his own cell phone and CONTRACTOR's email address, reflective of his employment by the CONTRACTOR's firm.

CONTRACTOR shall provide interim management services on an hourly basis. During this engagement, the actual consultant hours shall be reimbursed by the CITY at a rate of \$140 per hour, plus mileage. The hourly rate for this engagement is discounted from CONTRACTOR's regular hourly rate charged for special advisors. In addition to Mr. Trevino, CONTRACTOR has other consultants who can provide assistance on specific projects, as desired by the CITY, at their regular hourly rates set forth in Exhibit B, depending on the individual assigned to the project.

**EXHIBIT B**  
**SCHEDULE OF RATES**

<b>TITLE</b>	<b>HOURLY RATE</b>
Project Director	\$250
Senior Partner	\$220
Special Advisor	\$190*
Senior Manager	\$175
Senior Management Advisor	\$140
Management Advisor	\$95
Management Analyst	\$75
Staff Assistant	\$55

\*The hourly rate of \$140.00 for this engagement is discounted from this regular hourly rate (\$190) charged for special advisors.

Hourly rates are subject to periodic adjustment on a company-wide basis. Expenses are billed at cost.

Due to the significant commute involved in this assignment, CITY will pay actual travel time minus one hour each commute day

In addition to the professional fees, CITY shall pay CONTRACTOR for the following expenses reasonably incurred in the performance of this Agreement:

Mileage at the current IRS rate of \$0.565 per mile