

Attachment 1

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF
BEVERLY HILLS AND BROWNING AND ASSOCIATES, LLC TO
PROVIDE PROFESSIONAL DEVELOPMENT SERVICES

NAME OF CONSULTANT: BROWNING AND ASSOCIATES, LLC

RESPONSIBLE PRINCIPAL OF CONSULTANT: Carla J. Browning, CEO/President

CONSULTANT'S ADDRESS: 826 Harper Avenue
Los Angeles, CA 90046
Attention: CARLA J. BROWNING, CEO/President

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: George Chavez,
Director of Public Works Services

COMMENCEMENT DATE: May 20, 2014

TERMINATION DATE: June 30, 2015

CONSIDERATION: Not to exceed \$ 118,500, based on the rates set forth
in Exhibit B and more particularly described in
Exhibit A

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND BROWNING AND ASSOCIATES,
LLC TO PROVIDE PROFESSIONAL DEVELOPMENT SERVICES

This Amendment No. 1 is to that certain Agreement between the City of Beverly Hills (hereinafter called "CITY"), and Browning and Associates, LLC (hereinafter called "CONSULTANT") dated October 23, 2013 and identified as Contract No. 445-13 ("Agreement").

RECITALS

A. CITY and CONSULTANT entered into an Agreement for professional development services.

B. CITY now desires to extend the Termination Date, to amend the Scope of Work and increase the Consideration to compensate CONSULTANT for the additional work.

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, the Scope of Work, shall be amended as attached hereto and incorporated herein by this reference.

Section 4. Exhibit B, Schedule or Payment and Rates shall be amended as attached hereto and incorporated herein by this reference.

Section 5. Except as expressly modified by this Amendment No. 1, all of the provisions of the Agreement between the City of Beverly Hills and Browning and Associates, LLC, dated October 23, 2013, shall remain in full force and effect.

EXECUTED the ____ day of _____ 201__, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

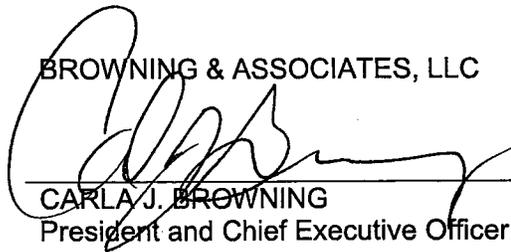
LILI BOSSE
Mayor of the City of Beverly Hills,
California

ATTEST:

BYRON POPE
City Clerk

(SEAL)

BROWNING & ASSOCIATES, LLC



CARLA J. BROWNING
President and Chief Executive Officer

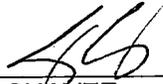
APPROVED AS TO FORM:



LAURENCE S. WEINER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY C. KOLIN
City Manager



GEORGE CHAVEZ
Director of Public Works Services



KARL KIRKMAN
Risk Manager

EXHIBIT A
SCOPE OF WORK

ORIGINAL AGREEMENT:

CONTRACTOR shall perform the following services:

Provide organizational development and activities in a phased approach.

Phase 1- A Strategic Planning Process

A strategic planning process will include four phases of development: Strategic Analysis, Setting Strategic Direction, Action Planning and an Implementation Plan.

Phase I - Strategic Analysis

The primary objective of Phase I is to conduct a reality check to ensure that department members have an accurate perception of the current status of the CITY's Public Works Services Department ("PWSD") in its entirety. CONSULTANT shall provide Director with guidance and support as he conducts a State of the Department. Address to kick off the strategic planning process.

Phase I consist of the following activities:

- State of the Department Address
- External Conditions Assessment
- Internal Conditions SWOT
- Major Themes and Trends

Phase II - Setting Strategic Direction

In this phase, participants will paint a picture of a high performance team that is looked to as the model PWSD. CONSULTANT shall provide Director with guidance and support as he drafts a State of the Department Address to kick off the strategic planning process. CONSULTANT shall start off by having participants draft a State of the Department Address to identify the best, worse, and most probable case scenarios. This effort will continue as participants work in small group activities to craft the PWSD's personal vision and mission statements.

Phase II consist of the following activities:

- Vision of the Future
- Shared Values
- Mission Statement and Vision Statements

Phase III - Visioneering

Visioneering is the process of building a vision into a workplace application. Throughout this phase of strategic planning, participants will establish a plan that leads to the ultimate destination. CONSULTANT shall provide guidance and support as participants will revisit the already identified themes and trends to get clear on the priorities and objectives of the Department.

During Phase III, CONSULTANT shall guide participants in conducting a Gap Analysis to help participants see the gap between their current reality and the PWSD's vision for the future. Once the Gap Analysis is complete, the group can begin setting priorities which will be used during the Action Planning process. Lastly, the group will identify timeframes for goal completion. This step will complete the Visioning phase of the strategic planning process.

Phase III consists of the following activities:

- Gap Analysis and Benchmarking
- Priority and Goal Setting
- Strategic Action Plan Development
- Timeframe for Plan Completion

Phase IV - Implementation Plan-Workplans

CONSULTANT shall provide guidance and support with a designated group of conveners. Participants will engage in a discussion to determine optimal project schedules in order to achieve the department goals and objectives. This group will present their completed work efforts to Executive Staff.

Phase IV consist of the following activities:

- Review top priorities
- Create goal statements
- Participate in a Gantt Chart Activity to determine project schedules and estimated time of completion

Phase 2 - A Collaborative Communication Process at the Division Level

Participants will identify practical solutions and improvement strategies, streamline communication and work flow processes, and establish a clear set of S.M.A.R.T. goals, timelines and benchmarks for success.

To accomplish these expected outcomes, CONSULTANT shall meet with any given workgroup, as needed, during the current fiscal year.

Phase 3 - Professional Development Coaching

Professional Development Coaching is a structured program to inspire Executive, Senior and Mid-level Management.

CONSULTANT's expert advice and feedback will be available on an as needed basis as well as unlimited phone and email access throughout the current fiscal year.

Phase 4 - 360 Feedback Assessments for Management

CONSULTANT shall facilitate 360-degree feedback assessments for management.

The assessment is conducted anonymously on line and we provide you a final report with these key features:

- Online Delivery
- Open Ended Questions
- Executive Summary
- Professional Development Plan
- Overall Strengths and Challenges
- Face-to-face coaching sessions with each rated supervisor to review 360 feedback and determine realistic goals for growth and development.

AMENDMENT NO. 1:

- In support of PWSD's succession planning effort, CONSULTANT shall provide professional consulting services to the PWSD with a focus on the following work plan items:
 - Identify industry standards, core service levels and Best Management Practices ("BMP") as they are related to each work group making up the Public Works Services Department
 - Task 1- Research industry standards and coordinate CITY staff visits to other agencies
 - Task 2- Assist and support staff in developing methods to meet industry standards, implement BMPs, and establish core service levels
 - Task 3- Deliver a comprehensive document detailing the specific industry standards as they relate to each work group and core service area
 - Task 4- Provide Executive Staff and Management with project status updates
 - Develop a training and professional development program to ensure the successful attainment of service levels and CITY staff's ongoing ability to meet and surpass industry standards as well as be prepared to take on leadership opportunities as CITY staff retire from service in the very near future
 - Task 5- Facilitate a budget sensitive process wherein staff researches and prioritizes training, certification, and professional development requirements
 - Task 6-Assist in the layout, design, and coordination of the PWSD Professional Training, Certification, and Development Program

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

ORIGINAL AGREEMENT

Phase 1-Strategic Planning Process	\$8,500
One (1) 4-day workshop and an After Action Report	
Phase 2-Collaborative Communication Process	\$3,200 (per work group)
Payment upon completion for every three (3) 2-hour long group sessions and every three (3) individual sessions with Management	
Phase 3-Professional Development Coaching	\$175 (per hourly session)
Payment upon completion for every five (5) one-hour coaching sessions along with a follow-up email	
Phase 4-360 Feedback Assessments for Management	\$375 (per individual)
Payment upon completion for every five (5) Design, analysis, feedback sessions and a final report	

The number of meetings in Phases 1, 2 and 3 are not defined; total not to exceed amount of \$50,000 inclusive of expenses, with no further amount due for any Phase.

AMENDMENT NO. 1:

Deliverables Schedule and Payment Terms

CONSULTANT shall provide deliverables throughout the course of the Agreement as scheduled by CITY. Payment of an invoice shall be based on deliverables and work completed which is subject to the review and approval of CITY.

Identify industry standards, service levels and BMPs	\$ 38,000
Develop a training and professional development program	\$ 30,500
TOTAL:	\$ 68,500
TOTAL OF THE ORIGINAL AGREEMENT AND AMENDMENT NO. 1	
NOT TO EXCEED:	\$118,500