



AGENDA REPORT

Meeting Date: December 5, 2007
Item Number: F-11
To: Honorable Mayor & City Council
From: Vincent P. Bertoni, AICP, Director of Community Development
Subject: AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND JONES & STOKES ASSOCIATES FOR THE PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT FOR THE BEVERLY HILLS CULTURAL CENTER
Attachments: 1. AMENDMENT NO. 1 TO AGREEMENT
2. COPY OF ORIGINAL CONTRACT

RECOMMENDED MOTION

Staff recommends that the City Council approve Amendment No. 1 between the City and Jones & Stokes Associates (JSA) to the compensation section of the City's existing agreement with Jones & Stokes Associates for the preparation of an Environmental Impact Report for the proposed Cultural Center.

BACKGROUND/DISCUSSION

In December 2006, the City entered into an agreement with Jones & Stokes Associates (JSA) for the preparation of an Environmental Impact Report (EIR) for a proposal to convert the historic former Post Office building located at 469 North Crescent Drive into a cultural center with a theater, studio/rehearsal space, classrooms and administrative offices. Parking is to be provided in a subterranean garage, the design of which is yet to be finalized.

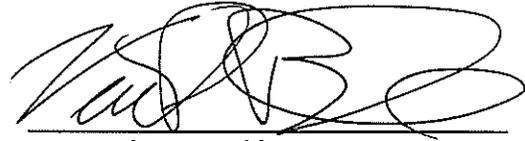
Over the past several months, the City and the Beverly Hills Cultural Foundation (BHCF) have been exploring various parking alternatives and proposed entrances to the garage. Concurrently, JSA has moved forward with background research and sections of the

EIR. Additional traffic analysis is required to complete the traffic study for the project, and the traffic consultant has been required to attend meetings beyond the current contract cost scope. Changes to the design detail of the garage has resulted in additional work and revisions to other sections of the EIR resulting in higher labor costs from JSA.

The proposed amendment modifies Section 8 of the current contract ("Compensation") to allow for \$55,550 of additional work for the EIR for a total cost of \$230,545.

FISCAL IMPACT

The proposal is for \$55,550.00 additional work beyond that included in the scope of the current contract which was \$174,995. With the proposed contract amendment, the total cost of the EIR would be \$230,545. As the City is partnering with the BHCF to fund the EIR, the \$55,550 would be split between the two parties. A contribution of \$27,775 is required from both the City and the BHCF. The City's funds are available in the Capital Improvement Fund, Crescent Parking Facility project. The Foundation has deposited the additional \$27,775.00 for its share of the additional EIR costs.



Approved by

ATTACHMENT 1:

AMENDMENT NO. 1

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND JONES & STOKES
ASSOCIATES FOR THE PREPARATION OF AN
ENVIRONMENTAL IMPACT REPORT FOR THE BEVERLY
HILLS CULTURAL CENTER

This Amendment No. 1 is to that certain Agreement between the City of Beverly Hills, a municipal corporation ("CITY"), and Jones & Stokes Associates (hereinafter called the "CONSULTANT") dated December 12, 2006, identified as Contract No. 455-06 ("Agreement") for the preparation of an environmental impact report for the Beverly Hills Cultural Center.

RECITALS

A. CITY entered into an Agreement for the preparation of an environmental impact report for the Beverly Hills Cultural Center on December 12, 2006.

B. CITY desires to modify the compensation due to additional work being required to complete the environmental documentation.

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

Section 1. Section 8 of the Agreement entitled "Compensation" shall be amended as follows:

"8. COMPENSATION.

CITY shall pay CONSULTANT an amount not to exceed Two Hundred Thirty Thousand Five Hundred Forty-Five Dollars (\$230,545) for the satisfactory performance of services set forth in Exhibit A and based on the hourly rates and breakdown of costs set forth in Exhibit B of this Agreement and for actual expenses reasonably incurred in the performance of this Agreement and identified in Exhibit B. Payment shall be made as specified in Section 9 of this Agreement."

Section 2. Except as expressly modified by this Amendment No. 1, all of the provisions of the Agreement between the City of Beverly Hills and Jones & Stokes Associates shall remain in full force and effect.

Executed this _____ 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: JONES & STOKES
ASSOCIATES

LEE J. LISECKI
Principal

BRUCE QUATTRONE
Chief Financial Officer

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD
City Manager

VINCENT P. BERTONI, AICP
Director of Community Development

KARL KIRKMAN
Risk Manager

ATTACHMENT 2: COPY OF ORIGINAL CONTRACT

AGREEMENT BETWEEN CITY OF BEVERLY HILLS AND
JONES & STOKES ASSOCIATES, INC. FOR THE
PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT
FOR THE BEVERLY HILLS CULTURAL CENTER

THIS AGREEMENT is made and entered into in City of Beverly Hills, California, by and between CITY OF BEVERLY HILLS, hereinafter referred to as "CITY," and JONES & STOKES ASSOCIATES, INC. hereinafter referred to as "CONSULTANT."

RECITALS

A. The project site is 2.55 acres in size on relatively flat land and is developed with a former Post Office building constructed in 1933 that is listed on the National Register of Historic Places. This structure includes two floors and a basement, and is currently used as office space by the Beverly Hills Cultural Center Foundation.

The proposal involves the adaptive rehabilitation of the post office into a cultural and performing arts center ("Development Project") that includes the following components:

- A 500-seat live performance theater
- A 150-seat studio theater/rehearsal hall
- 3 classrooms
- Founders' Lounge
- Lobby area
- Administrative offices

It is anticipated that at peak capacity, events would occur simultaneously in the theaters and classrooms, and the administrative offices would be in use. Special events could occur in the lobby area, but not during a performance in the 500-seat theater.

B. The Development Project proponent has acknowledged the potential for environmental impact and has therefore consented to the preparation of an Environmental Impact Report, hereinafter referred to as "EIR."

C. CONSULTANT represents that it is professionally qualified to prepare an EIR for the Development Project in compliance with the California Environmental Quality Act and the local guidelines, and has submitted a proposal to prepare an EIR for the proposed Development Project.

NOW, THEREFORE, the parties hereto agree as follows:

1. PURPOSE OF AGREEMENT.

The purpose of this Agreement is to engage CONSULTANT for the purpose of compiling information, preparing, drafting, and completing an Environmental Impact Report on the Development Project, hereinafter referred to as "Program".

2. EMPLOYMENT OF CONSULTANT.

CITY agrees to engage CONSULTANT and CONSULTANT hereby agrees to perform the services required under this Agreement.

3. ENVIRONMENTAL IMPACT REPORT.

The term "Environmental Impact Report" (EIR), as used in this Agreement means a detailed statement setting forth the environmental effects and considerations pertaining to a project as specified in Section 21100 et seq. of the California Public Resources Code, including but not limited to, the information specified in the California Environmental Quality Act (CEQA), Cal. Pub. Res. Code Sections 21000 et. seq., the State CEQA Guidelines, 14 California Code of Regulations Section 15000 et seq., and the Guidelines of CITY of Beverly Hills. Said EIR shall be prepared in compliance with, and shall contain all items required by CEQA, the State CEQA Guidelines, as amended, and CITY's local CEQA Guidelines, as amended and interpreted by CITY.

4. SCOPE OF WORK.

The scope of work shall include the services described in the Scope of Work (Revised), dated February 10, 2005, attached hereto and incorporated by this reference as Exhibit A and those areas required by State and local law to be covered in an EIR as identified in Section 3 of this Agreement. CONSULTANT shall also work with all affected individuals and organizations as directed by CITY to refine the scope of work.

5. DELIVERABLES.

(a) Screencheck EIR (Administrative Draft EIR). CONSULTANT shall provide CITY with five (5) hard copies and one (1) digital copy of the Screencheck EIR and five (5) hard copies and one (1) digital copy of the appendices to the Screencheck EIR within one hundred (100) days after the notice to proceed is issued by CITY. CITY shall review the Screencheck copy of the EIR and provide comments on the Screencheck EIR to CONSULTANT within fourteen (14) days after submittal of the Screencheck EIR. Upon receipt of comments provided by CITY, CONSULTANT shall prepare and deliver within fourteen (14) days to CITY five (5) red line hard and one (1) digital copy of the Redline EIR which indicate changes made by CONSULTANT that address comments provided by CITY.

(b) Draft EIR. Within fourteen (14) days of CITY's written approval of a red line copy of the EIR that addresses the comments provided by CITY, CONSULTANT shall prepare and deliver sixty (60) hard copies and one (1) digital copy of a complete Draft Environmental Impact Report hereinafter referred to as "DEIR" as defined by CEQA and the State and local CEQA Guidelines. CONSULTANT shall also provide one unbound, fully reproducible copy of the DEIR.

After circulation of the DEIR to the general public, CONSULTANT shall consult with all CITY representatives as directed by CITY, prior to preparing responses to comments on the DEIR. CONSULTANT shall then prepare responses to comments, and corrections and additions to the DEIR.

(c) Response to Comments. CONSULTANT shall prepare a response to comments submitted during the public comment period and comments submitted after the public comment period at the public hearings, and upon written approval by CITY shall deliver five (5) hard copies and one (1) pdf-format digital copy of such document, including one unbound, reproducible copy, to CITY.

(d) Final EIR. Upon certification of the EIR, CONSULTANT shall prepare and deliver ten (10) copies of the Final EIR, as defined by CEQA and the State and local CEQA Guidelines.

6. TIME OF PERFORMANCE.

Upon written Notice to Proceed by CITY, CONSULTANT shall commence the performance of the services set forth in this Agreement. CONSULTANT shall submit the deliverables required by this Agreement in accordance with the schedule set forth in Section 5 and Exhibit A of this Agreement and complete the performance of all the services required by this Agreement upon expiration of the statutory period to challenge the Notice of Determination (CEQA Guidelines Section 15112). CONSULTANT shall not be responsible for delays caused by reasons beyond its control.

7. HEARINGS, MEETINGS, PRESENTATIONS, AND PROGRAM MANAGEMENT.

Lee Lisecki shall be Program Manager for CONSULTANT on this Program, unless a substitute is approved in writing by CITY. CONSULTANT shall have available, when requested by CITY, the Program Manager designated in this Section, to consult with CITY staff and attend and/or make presentations at up to four (4) public hearings or meetings of CITY Council, Planning Commission, the public, and/or with interested parties identified in Exhibit A. If the number of hearings and meetings exceeds a combined total of four (4), then for those hearings and meetings in excess of four (4), CONSULTANT shall be compensated as set forth in Section 8(b) of this Agreement. Multiple meetings scheduled for the same day shall constitute a single meeting.

8. COMPENSATION.

(a) CITY shall pay CONSULTANT an amount not to exceed One Hundred Seventy-Four Thousand Nine Hundred Ninety-Five Dollars (\$174,995.00) for the satisfactory performance of services set forth in Exhibit A and based on the hourly rates and breakdown of costs set forth in Exhibit B of this Agreement and for actual expenses reasonably incurred in the performance of this Agreement and identified in Exhibit B. Payment shall be made as specified in Section 9 of this Agreement.

(b) CITY shall pay CONSULTANT for attendance at additional hearings, meetings, and presentations as described in Section 7 of this Agreement, and for additional services described in Section 10 of this Agreement, an amount not to exceed Ten Thousand Dollars (\$10,000.00) based on the hourly rates set forth in Exhibit A.

(c) The total compensation paid by CITY to CONSULTANT shall not exceed One Hundred Eighty-Four Thousand Nine Hundred Ninety-Five Dollars (\$184,995.00).

9. METHOD OF PAYMENT.

Payment shall be made as specified in this Section for satisfactory completion of the following phases. Such payment shall be made within thirty (30) days after receipt of invoices detailing the services performed and the hours of service on a form approved by CITY.

(a) Ten percent (10%) of the Agreement amount upon satisfactory completion of the initial study checklist and a draft Development Project description, or completion of the public scoping meeting.

(b) Twenty-five percent (25%) of the Agreement amount upon the submittal of satisfactory technical appendices.

(c) Twenty percent (20%) of the Agreement amount upon the submittal of satisfactory screen check copies of the DEIR to CITY.

(d) Twenty percent (20%) of the Agreement amount upon the submittal of satisfactory Draft-Environmental Impact Reports for public review to CITY.

(e) Fifteen percent (15%) of the Agreement amount upon the submittal of satisfactory copies of the Response to Comments of the DEIR.

(f) Ten percent (10%) of the Agreement amount upon final action by CITY on the Final EIR or sixty (60) days after completion of the response to comments document, whichever occurs first.

(g) In the event that work toward a payment milestone is halted sixty (60) days or more due to circumstances not attributable to CONSULTANT, CITY Manager or his designee may authorize payment up to the amount specified for said milestone. Such payment shall be made after receipt of invoices detailing the services performed and the hours of service on a form approved by CITY.

(h) Work shall be deemed halted is a milestone is not achieved in accordance to the following schedule:

Milestone (a): 35 days after the Notice to Proceed is issued.

Milestone (b): 60 days after Milestone (a) is met.

Milestone (c): 15 days after Milestone (b) is met.

Milestone (d): 15 days after Milestone (c) is met.

Milestone (e): 45 days after Milestone (d) is met.

Milestone (f): 60 days after Milestone e(e) is met.

10. ADDITIONAL SERVICES.

CITY may from time to time require CONSULTANT to perform additional services not included in the services described in Exhibit A. No additional services shall be rendered by CONSULTANT unless such services are first authorized by CITY Manager or his designee in writing. CITY may, at its option, require CONSULTANT to print and furnish additional copies of the DEIR, Responses to Comments, or Final EIR on a time and materials basis based on the hourly rates set forth in Exhibit A. CITY shall compensate CONSULTANT for such additional services as set forth in Section 8(b) of this Agreement.

11. CHANGES.

CITY may, from time to time, request changes in the scope of services of CONSULTANT to be performed under this Agreement. Such changes, if agreed upon by CITY and CONSULTANT, shall be in the form of a written amendment to this Agreement.

12. PROPRIETARY INFORMATION.

(a) CITY will allow CONSULTANT access to all pertinent and available information. All documents and information provided by CITY or its designated agent for the preparation of the EIR for the Development Project shall remain the property of CITY.

(b) The Environmental Impact Report and all supplementary materials, drawings, sketches, details, computations, studies, reports, and other documents prepared or provided by CONSULTANT under this Agreement shall be the property of CITY.

(c) CONSULTANT shall provide all reproductions required for use during the preparation of the EIR. CONSULTANT shall, at such time and in such form as CITY may require, furnish such periodic reports and other information concerning the status of the analysis as may be requested by CITY at no cost to CITY. CONSULTANT shall furnish CITY, upon request, copies of all documents and other materials prepared or developed in relation with, or as part of, the initial study. Such documents shall be the property of CITY and CONSULTANT shall retain no ownership or other interest in those documents. All documents and working papers prepared in conjunction with the EIR shall be turned over to CITY for safekeeping.

(d) CONSULTANT shall not reproduce or permit reproductions to be made of the analysis or any preliminary materials except with the written consent of CITY.

13. RECORDS AND INSPECTIONS.

CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement. CITY shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all Program data, documents, proceedings, and activities.

14. SUBCONSULTANTS.

CONSULTANT at its own cost and expense may retain registered professional engineers or other special consultants to furnish any specialized data required in the preparation of the EIR. In the event CONSULTANT determines that a subconsultant must be retained to perform any of the services required by this Agreement, CONSULTANT shall obtain prior written approval of CITY.

15. PERMIT FEES.

CITY shall pay all fees, excluding business taxes, which may be required to obtain any permit necessary to the preparation of the EIR.

16. CITY NOT OBLIGATED TO THIRD PARTIES.

CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

17. TERMINATION.

(a) CITY may cancel this Agreement at any time upon five (5) business 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 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 based on the rates set forth in Exhibit A; 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 full performance of the services required by this Agreement. .

18. ACCOMPLISHMENT OF THE WORK.

Time is of the essence for each and every provision of this Agreement. CONSULTANT shall commence, carry on, and complete the services required by this Agreement with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and standards. In the event that there were any significant changes in the applicable laws and standards after commencement of this Agreement which were not contemplated by the parties hereto which substantially change the scope of work required by CONSULTANT hereunder, the parties shall negotiate an appropriate amendment to the scope of work and compensation based upon the reasonable amount of time required to complete such additional work in accordance with such new laws or standards, subject to CITY's right to terminate this Agreement pursuant to Section 17.

19. INDEMNIFICATION.

CONSULTANT is skilled in the professional calling necessary to perform the services and duties agreed to be performed under this Agreement, and CITY is relying upon the skill and knowledge of CONSULTANT to perform said services and duties. CONSULTANT agrees to indemnify, defend, and hold harmless CITY, its officials, employees, and agents from any and all claims, demands, and liabilities, including legal fees and costs, resulting from any intentional, reckless, wrongful or negligent acts, errors or omissions of CONSULTANT, or any person employed by CONSULTANT, in the performance of this Agreement.

20. INSURANCE.

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance with a combined single limit of not less than One Million (\$1,000,000.00) Dollars per occurrence, and a total aggregate limit of not less than Two Million (\$2,000,000) Dollars against any injury, death, loss, or damage as a result of wrongful or negligent acts by CONSULTANT, its officers, employees, agents, and independent contractors in the performance of services under this Agreement. If such insurance contains a general aggregate limit, such limit shall apply separately to this Agreement.

(b) CONSULTANT shall at all times during the term of this Agreement also carry, maintain, and keep in full force and effect a policy or policies of Commercial Automobile Liability Insurance with a combined single limit of not less than One Million (\$1,000,000.00) Dollars per occurrence which will cover the drivers and automobiles used to perform services pursuant to this Agreement. Such insurance shall include coverage for owned, non-owned, and hired automobiles.

(c) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Professional Liability Insurance, with minimum limits of One Million (\$1,000,000.00) Dollars.

(d) CONSULTANT agrees to maintain in force at all times during the performance of work under this Agreement, Worker's Compensation Insurance as required by law.

(e) The policy or policies required by this Section shall be issued by an insurer admitted in the State of California and approved by CITY Attorney, with a rating of at least B+; VII in the latest edition of *Best's Insurance Guide*.

(f) All insurance policies shall provide that the insurance coverage shall not be canceled, reduced other than for paid claims, or otherwise modified by the insurance carrier without giving CITY thirty (30) days prior written notice thereof. CONSULTANT agrees that it will not cancel, reduce, or otherwise modify said insurance coverage.

(g) CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

(h) At all times during the term of this Agreement, CONSULTANT shall maintain on file with CITY Clerk of CITY a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein by this reference, showing that the aforesaid policies are in effect in the required amounts, the additional insureds are named therein, and the policies cannot be canceled, reduced other than for paid claims, or otherwise modified except as provided in Subsection (f). The certificate shall also specifically state that the coverage contained in those policies affords insurance in compliance with the terms and conditions as set forth in this Agreement. CONSULTANT shall, prior to commencement of work under this Agreement, file with CITY Clerk such certificate or certificates. The policies required by this Agreement except workers compensation and professional liability coverage shall contain an endorsement naming CITY as an additional insured. The policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled, or coverage reduced, except on thirty (30) days written notice to CITY. CONSULTANT agrees that it will not cancel, reduce other than for paid claims, or otherwise modify said insurance coverage.

(i) The insurance provided by CONSULTANT shall be primary to any coverage available to CITY. The insurance policies required by this Agreement shall include provisions for waiver of subrogation.

(j) Any deductibles or self-insured retentions shall be declared to and are subject to CITY's approval. At the option of CITY, either the insurer shall reduce or eliminate the deductibles or self-insured retentions as respects CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

21. INDEPENDENT CONTRACTOR.

CONSULTANT is and shall at all times remain as to CITY a wholly independent contractor. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of CITY as an agent. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees. Neither CONSULTANT nor its agents, employees, or subconsultants shall, 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.

22. FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY ACTS.

In the performance of this Agreement, CONSULTANT shall comply with all applicable provisions of the California Fair Employment Practices Act (California Labor Code Sections 1410, et seq.) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. Sections 200e - 217), whichever is more restrictive.

23. CONFLICTS OF INTEREST.

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. Further, CONSULTANT and his subcontractors shall not enter into any contract to perform work associated with any private development or project site within the boundaries of City of Beverly Hills during the term of this Agreement without prior written approval of CITY.

24. SUCCESSORS AND ASSIGNS.

This Agreement covers professional services of a specific and unique nature. CONSULTANT shall have no right to assign, or attempt to assign, any portion of this Agreement without prior written approval of CITY.

25. TITLES.

The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any provisions of this contract.

26. EXTENT OF AGREEMENT.

This Agreement represents the entire and integrated Agreement of the parties and supersedes any and all prior and contemporaneous negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument approved by CITY and executed by CITY and CONSULTANT.

27. EFFECTIVE DATE OF THIS AGREEMENT.

This Agreement, made in duplicate, shall be effective from and after the date signed by City.

28. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of California.

29. RIGHTS AND REMEDIES NOT WAIVED.

In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default which may then exist, on the part of CONSULTANT, and the making of any such payment by CITY while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to CITY with regard to such breach or default.

30. PERSONNEL.

CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services required under this Agreement. All of the services required under this Agreement will be performed by CONSULTANT or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

31. ATTORNEY'S FEES.

In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provision of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including actual attorney's fees incurred in connection with such action or proceeding.

32. CONFLICT BETWEEN CONTRACT AND PROPOSAL.

In the event of any conflict between the provisions of this Agreement and Exhibit A, CONSULTANT's proposal to CITY, the provisions of this Agreement shall be controlling.

33. NOTICES.

Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address as noted below:

Mahdi Aluzri
Director of Community Development
City of Beverly Hills
455 North Rexford Drive, Room G-40
Beverly Hills, California 90210

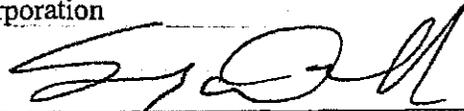
Jones & Stokes Associates, Inc.
811 West 7th Street, Suite 800
Los Angeles, California 90017
Attention: Lee J. Lisecki, Principal

34. SEVERABILITY.

Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the 12th day of December, 2006, at Beverly Hills, California.

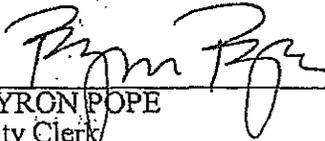
CITY OF BEVERLY HILLS, a municipal
corporation



STEPHEN P. WEBB
Mayor of the City of Beverly Hills,
California

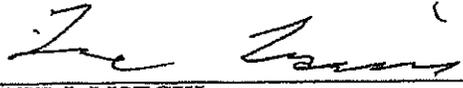
[Signatures continue]

ATTEST:



BYRON POPE (SEAL)
City Clerk

CONSULTANT: JONES & STOKES
ASSOCIATES, INC.



LEE J. LISECKI
Principal



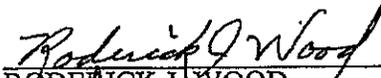
BRUCE QUATTRONE
Chief Financial Officer

APPROVED AS TO FORM:

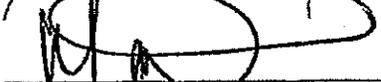


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



RODERICK J. WOOD
City Manager



MAHDI ALUZRI
Director of Community Development



KARL KIRKMAN
Risk Manager