



City of Beverly Hills

Request for Proposals #18-56

**Notice Inviting Request for Proposals to
Develop and/or Update the City's
Economic Sustainability Plan**

Due Date: July 12, 2018

**City of Beverly Hills
Beverly Hills, CA**

**REQUEST FOR PROPOSALS
To Develop and/or Update the City's Economic Sustainability Plan
RFP # 18-56**

**Request Date: June 21, 2018
Due Date: July 12, 2018**

OVERVIEW

The City of Beverly Hills (herein after referred to as "City") is seeking to enter into a professional services agreement with a qualified, experienced firm to:

- Review the foundational elements of the City's 2011-2015 Economic Sustainability Plan (Appendix C) and update as appropriate;
- Examine the economic pillars established in the City's 2011-2015 Economic Sustainability Plan for relevancy and applicability for the next five years;
- Develop strategic deliverables for programs and/or projects to support the pillars in the City's 2011-2015 Economic Sustainability Plan if relevant;
- Provide assistance to the City in framing the outline of City-wide strategic plan and vision for economic development and economic sustainability, including an understanding of the critical components, methodology, necessary research and likely resources to develop the plan;
- Obtain and incorporate input from both internal and external stakeholders;
- Complete a strategic plan for economic sustainability that includes key elements of the Beverly Hills Destination Development Plan currently being undertaken by the Beverly Hills Conference and Visitors Bureau; and
- Assist with developing metrics for tracking the success of program implementation.

BACKGROUND

Beverly Hills is located in the middle of Los Angeles County, surrounded by the cities of Los Angeles, West Hollywood, Santa Monica and Culver City. Within its 5.7 square mile radius, Beverly Hills has approximately 34,000 residents with a business and commercial base that ranks next to cities with a population of several hundred thousand.

Internationally recognized for its alluring retail stores, five-star hotels and exclusive attractions, Beverly Hills attracts visitors from around the world.

As a full-service community, police, fire, water treatment, refuse collection and building inspections, among other services, are provided directly by the City. Beverly Hills has its own school district with a reputation for some of the best schools in the nation.

In order to remain economically sustainable, the City seeks to capture widespread input and buy-in to the vision of the Economic Sustainability Plan by involving all stakeholders.

OBJECTIVES AND SCOPE

Upon acceptance of the successful response to the Request for Proposal ("RFP"), the selected firm will utilize the "Scope of Work" as part of the contract entered to with the City. The selected firm will be expected to perform all technical and other analyses necessary to complete the scope of work.

SCOPE: COMPLETION OF ECONOMIC SUSTAINABILITY PLAN

In order to remain economically sustainable, the City seeks to capture widespread input and buy-in to the vision and deliverables contained in the final Economic Sustainability Plan. The selected firm shall conduct discussions with City Manager, City Department Heads, key stakeholders and other people identified by the City Manager and/or his designee. The selected firm shall review the foundation and pillars identified in the City's 2011-2015 Economic Sustainability Plan for validity and propose revisions. These will be reviewed with the City and other entities as directed by City Manager and/or his designee. This will establish a foundation for conversations that will lead to a widely supported Economic Sustainability Plan. Next steps shall include, but not be limited to:

- Review, evaluate and suggest modifications to the current foundational elements and pillars in the City's 2011-2015 Economic Sustainability Plan and update as appropriate;
- Examine the economic pillars established in the City's 2011-2015 Economic Sustainability Plan for relevancy and applicability for the next five years;
- Develop strategic deliverables for programs and/or projects to support the pillars in the City's 2011-2015 Economic Sustainability Plan if relevant;
- Establish consensus of City Departments on goals and objectives for each of the Economic Sustainability pillars, as well as a limited number of planned or current initiatives that will be most critical for the attainment of those objectives;
- Provide assistance to the City in framing the outline of the city-wide strategic plan and vision for economic development and economic sustainability, including an understanding of the critical components, methodology, necessary research and resources needed to develop the plan;
- Obtain and incorporate input from both internal and external stakeholders;
- Develop a plan and vision, reflecting contributions from:
 - Residents and community stakeholders,
 - Commercial and retail leaders in the community including land owners and developers,
 - Strategic Planning Committee, and
 - Civic organizations such as the Conference and Visitors Bureau, the Rodeo Drive Committee, the Chamber of Commerce;
- Align the foundational elements, pillars, and strategic deliverables for programs and/or projects identified in the updated Economic Sustainability Plan with the objectives of the Strategic Planning Committee;
- Assist in the establishment of priorities for economic sustainability for the next three to five years;
- Examine the relevancy of including a component related to the uniqueness of the relationship of Beverly Hills to the entertainment industry;
- Develop an approach or mechanism to oversee plan implementation, updates and improvements;
- Complete a strategic plan for economic sustainability that includes key elements of the Beverly Hills Destination Development Plan currently being undertaken by the Beverly Hills Conference and Visitors Bureau; and
- Assist with developing metrics for tracking the success of program implementation.

KEY ASSIGNMENTS:**1: COORDINATE OUTREACH**

- A. Departmental Coordination – The chosen firm will begin the process by facilitating meetings with departments to:
- a. Gather information regarding current initiatives in support of economic sustainability;
 - b. Seek consensus about goals and objectives for each of the foundations and pillars;
 - c. Identify priority initiatives across departments for each of the pillars;
 - d. Begin discussions regarding coordinating mechanisms between and among departments for plan implementation; and
 - e. Identify departmental representatives who will act as coordinators for the balance of the effort.
 - f. Gather feedback from external stakeholders.

These meetings will serve to clarify achievable, measurable outcomes expected, as well as goals. The selected firm will use City Intranet capability, as appropriate, to facilitate solicitation of input from departmental representatives over the course of this planning effort.

KEY DELIVERABLES

- ❖ Departmental meeting plan
- ❖ Initial statement reflecting departmental input of key initiatives, goals, and objectives for each of the pillars to serve as basis for outreach
- ❖ Minutes for each of the departmental meetings

- B. External Stakeholder Outreach - As the elements of the plan take shape, the chosen firm will work with the City to design an effective outreach program, which could include group meetings, one-on-one interviews, and, if appropriate, on-line surveys. The firm may be requested by City to develop and deliver an educational component as part of this outreach.

The selected firm will gather and incorporate opinions of critical stakeholders, including the residential and business communities, as well as community leaders and organizations. For business input, the chosen firm will coordinate with the Chamber of Commerce, which has access to the broader business community. Outreach and two-way communication are fundamental elements of economic sustainability, and will be a central part of the development of the plan itself. The selected firm may also be requested to contact the Beverly Hills Conference and Visitors Bureau as well as the Rodeo Drive Committee to perform additional outreach to the business community.

The chosen firm will compile opinions, data, and information gathered from the outreach effort, and coordinate consensus-building meetings within the City. This will form the nexus of the written plan, and represent the beginning of the implementation effort.

The chosen firm may be requested by the City to provide an educational component to the Community. This shall be included in part of the base fee for service.

KEY DELIVERABLES

- ❖ Outreach Plan
- ❖ Compilation of comments of stakeholders with recommendations for which should be included

- ❖ Individual outreach meeting notes and/or survey result notes

2: DRAFT PROGRAM AND FINALIZE PLAN

As the outreach is completed, the selected firm will identify actionable items that might be useful in further refining City decision-making towards economic sustainability.

Using input from department meetings, departmental representatives and the outreach process, the selected firm will support the City in planning the integration of this effort with other key processes, including:

- City Council priority-setting efforts
- Budget process
- Capital planning process
- Strategic Planning Committee

The selected firm will support the City in designing and coordinating efforts required to both support implementation and revise the plan as needed. In order to stay relevant, the plan must be a living document that can accommodate changing circumstances and environments.

KEY DELIVERABLES

- ❖ Memo with identification of gaps, if any, and available data
- ❖ Initial draft plan
- ❖ Recommendations for ongoing plan management, including integrating plan into current City processes
- ❖ Final plan reflecting comments

3: PROJECT MANAGEMENT

The selected firm will provide regular status reports, meeting monthly with the City Manager and/or his designee and other City leaders as needed, identify any barriers to project completion that may arise, and work to assure on-time completion of the project.

KEY DELIVERABLES

- ❖ Monthly status reports
- ❖ Monthly project status meetings

Because of the importance of this project to the City's long-term fiscal health, it will be necessary to provide an opportunity for the City Council to review, provide input and accept the final product. The selected firm will be required to attend City Council meetings, provide an overview of the findings to the City Council, and answer questions. The firm may also be regularly reporting to the City's Strategic Planning Committee.

PROPOSED PROJECT SCHEDULE

The City has identified potential key milestones to ensure the project is completed to the satisfaction of the City. The project schedule on the next page is tentative. Tasks may be refined and deliverables reorganized upon mutual agreement between the City and the selected firm. This schedule serves as a guide only and is subject to change with the City's concurrence depending on what the selected firm may discover as they work on the project.

| TASK NUMBER | DESCRIPTION |
|--------------------|---|
| Task 1 | Milestones |
| | Develop a Project Plan |
| | Prepare and Conduct Meeting with Key City Staff |
| | City Department Meeting Draft Plan |
| | Attend Meeting with Strategic Planning Committee |
| | September Task Status Report & Acceptance |
| Task 2 | Milestones |
| | Complete Preparation for Department Meetings |
| | Prepare Materials for Potential City Council Presentation to Overview Project |
| | October Task Status Report & Acceptance |
| Task 3 | Milestones |
| | Conduct First Round of Department Meetings |
| | Initial Plan for Community Outreach |
| | Initial Plan for Residential Outreach |
| | November Task Status Report & Acceptance |
| Task 4 | Milestones |
| | Compile comments after First Department Meetings |
| | Conduct Second Round of Department Meetings |
| | December Task Status Report & Acceptance |
| Task 5 | Milestones |
| | Update Planning Documents |
| | Complete Preparation for Business Outreach |
| | Complete Preparation for Community Outreach |
| | Provide Update to Strategic Planning Committee |
| | January Task Status Report & Acceptance |
| Task 6 | Milestones |
| | Identify Action Plan for Initiative Integration |
| | Meet with Key City Staff |
| | February Task Status Report & Acceptance |
| Task 7 | Milestones |
| | Complete Business Outreach |
| | Complete Community Outreach |
| | Meet with Departments to Review Changes |
| | Prepare and Submit Draft Report |
| | Review Draft Report with Strategic Planning Committee |
| | March Task Status Report & Acceptance |
| Task 8 | Milestones |
| | Submit Final Report, Reflecting Comments by City |
| | Prepare Materials for City Council Review and Present to City Council |
| | April Task Status Report and Acceptance |
| Task 9 | Milestones |
| | Complete Report to Client Satisfaction and Acceptance |
| | May Task Status Report and Acceptance |

REQUEST FOR PROPOSAL SCHEDULE

The anticipated schedule is as follows:

| | |
|--|------------------------|
| Solicitation issued: | June 21, 2018 |
| Deadline for receipt of questions | June 29, 2018 |
| City response to questions | July 6, 2018 |
| Proposal due date | July 12, 2018 |
| Finalist contacted to schedule interview – if needed | July 2018 |
| Conduct interview, recommend firm – if needed | August 2018 |
| Anticipated award date | August 21, 2018 |
| Anticipated start date | August 22, 2018 |

CONTENTS AND ORGANIZATION OF PROPOSAL

The intent of this RFP is to encourage responses that meet the outlined requirements.

A. Proposal Content

Each proposal shall contain the following major sections:

- 1. Transmittal Letter.** The transmittal letter should include the name, title, address, phone number, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the firm, and who may be contacted during the period of proposal evaluation. Only one transmittal letter need be prepared to accompany all copies of the proposal. The proposal shall clearly identify the firm's legal name and address; the legal form of the firm (e.g. partnership, corporation, joint venture, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all the information required under this section for each member, and attach a copy of the joint venture agreement. If the firm is a wholly-owned subsidiary of a "parent company," please identify the "parent company."
- 2. Table of Contents.** List major sections in the proposal and the associated page numbers.
- 3. Introduction.** Demonstrate the firm's experience developing economic sustainability plans or similar types of plans. Experience in developing economic sustainability plans or similar plans to regional agencies, municipalities, agencies, and other governmental or non-governmental agencies should be highlighted. The description should, among other things, summarize capabilities/qualifications, experience/success with developing these plans and for whom they were developed for.
- 4. Project Management.** Describe the plans for accomplishing the required work and the firm's approach to developing an Economic Sustainability Plan for the City, including: the management approach to the work, responsibilities for coordination of work with City, and lines of communication needed to maintain required contact. Provide a detailed outline of the firm's previous and/or current client list and ability to provide timely services.
- 5. Staff.** Describe the qualifications and experience of each professional who will participate in the project, including a brief paragraph highlighting each member of the

project team's qualifications and experience. A Project Manager must be designated, and an organizational chart showing the manager and all project staff must be included, if applicable. A matrix must be presented indicating the effort, either in percentage of the total project or in person-hours, which will be contributed by each professional, during each phase or task making up the project.

6. **Qualifications and References.** The proposal must describe the nature and outcome of projects previously conducted by the firm which are related to the work described within the RFP. Descriptions should include client contact names, address, phone numbers, descriptions of the type of work performed, approximate dates on which the work was completed, and professional staff who performed the work.

No sub-consultants will be allowed by the City unless prior approval is obtained and the necessity of use of a sub-consultant is explained to the City's satisfaction.

Up to two web links of the firm's work on closely related projects can also be included with the proposal, if available.

The proposal must contain at least three (3) references (including contact name, name of jurisdiction, project completed, and phone number) from cities that have used the firm's consulting services for similar projects within the past two (2) years and who are willing to discuss the work of your firm and/or performance. References shall include the names of the clients, contact names and phone numbers, addresses, and brief descriptions of the scope of services and funding accomplishments.

Submitting firms should have a minimum of five (5) years experience performing this type of work for other local jurisdictions. Submitting firms not meeting this minimum requirement may be disqualified from continuing in the process.

Submitting firms must already possess or be able to obtain a City of Beverly Hills Business License and be licensed to do business in the State of California by the Secretary of State unless the respondent is a sole proprietor.

Submitting firms must provide complete proposals, including all documents included in Appendix A. Submissions with incomplete questionnaires and pricing information are subject to rejection by the City.

7. **Cost Proposal.** A description of the total costs and/or billing rates for services, staff time, equipment, materials, travel, administrative/clerical, overhead and other out-of-pocket expenses, if applicable to this contract. A sample form (Appendix A) has been included for your convenience. The responding firm shall include a list of position titles and hourly rates it anticipates to utilize on this project. **Please provide a detailed fee summary with a total annual not to exceed cost.** All figures entered on the cost sheets must be clearly legible and justified. The proposal shall include a total not to exceed cost. Any proposal that fails to contain a total not to exceed cost may be removed from consideration at the sole discretion of the City.
8. **Additional Information.** Submit any additional information or recommendations supporting the proposal.

B. Proposal Format

Respondent's submission shall be a maximum of 20 pages in length. Any proposal in excess of this length, including attachments may be removed from consideration at the sole discretion of the City.

SUBMITTAL REQUIREMENTS

Proposals must be prepared in English. The submission requirements for the RFP are detailed below. Any submission shall constitute an irrevocable offer for ninety (90) days following the deadline for its submission.

A. Copies

The respondent shall submit one (1) original and five (5) non-laminated copies of the proposal and all subsequent information requested by City. The City will not accept any proposal submitted by facsimile or email. All submittals shall be unbound with the exception of staples and/or use of paper clips.

B. Contact

Firms shall not contact the City's Mayor or any Councilmembers during this RFP process regarding the RFP. Any firm who contacts the City's Mayor or any Councilmember during this RFP process will be disqualified.

Questions regarding the Requests for Proposal are to be submitted by email only to Cindy Owens at cowens@beverlyhills.org and copied to Logan Phillippo at lphilippo@beverlyhills.org, **no later than 4:30 PM PST on Friday June 29, 2018**. The subject title of such emails should read "RFP No. 18-56 Potential Respondent - (Insert Firm Name)." Any inquiry should state the question only, without additional information. Questions emailed by potential respondents and any additional information that the City provides in response to such questions will be posted on the City's website by **Friday July 6, 2018 at 6:00 PM PST**. Oral responses by any City employee or agent of the City are not binding and shall not in any way be considered as a commitment of the City.

C. Proof of Authority

The proposal will also provide the following information: name, title, address and telephone number of individual with authority to bind the firm and also who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the Consultant or consulting firm and shall contain a statement to the effect that the proposal is a firm offer for at least a ninety (90) day period.

D. Deadline

To be considered for this RFP selection process, the Bidder shall submit one (1) original, clearly marked as such, and five (5) copies **no later than 2:00 p.m. on July 12, 2018** to:

City Clerk's Office
City of Beverly Hills
City Hall, 2nd Floor, Room 290
455 N. Rexford Drive
Beverly Hills, CA 90210
Attn: Cindy Owens, Senior Management Analyst
Re: RFP 18-56

Proposals shall be submitted in writing to the address above, with Attn. Cindy Owens on the outside of the envelope or package. City Hall office hours are Monday through Thursday, 7:30 a.m. to 5:30 p.m. and Friday 8:00 a.m. to 5:00 p.m.

Any respondent may withdraw their response either in person or by written request, sent by mail or facsimile, at any time prior to the scheduled closing time for receipt of submittal. No proposal shall be returned after the date and time set for opening thereof.

E. Rejection of Proposals

Proposals received after 2:00 p.m. shall be considered late. Late submittals will be rejected and returned unopened. If mail delivery is used, the firm should mail the proposal early enough to provide for arrival by this deadline. The firm uses mail or courier service at its own risk. The City will not be liable or responsible for any late delivery of proposals.

The City reserves the right in its sole discretion to reject any or all submissions in whole or in part for any reason without incurring any cost or liability whatsoever. All proposals will be reviewed for completeness of the submission requirements. If a proposal fails to meet a material requirement in the Request for Proposal, or if it is incomplete or contains irregularities, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with the requirements in the RFP.

Immaterial deviations may cause a bid to be rejected. The City may or may not waive an immaterial deviation or defect in a bid proposal. The City's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a respondent from full compliance with the remaining RFP.

Proposals that contain false or misleading statements may be rejected if in the City's opinion the information was intended to mislead the City regarding a requirement of the RFP. Bids may be rejected in any case where it is determined that the proposals are not really competitive, or where the cost is not reasonable.

F. Conflict of Interest

The firm shall have no interest in other projects or independent contracts that conflict in any manner with the interests of the City. The firm shall notify the City of any existing contracts or proposed new contracts which may conflict with the City's interests.

EVALUATION AND SELECTION PROCESS

A. Evaluation

If a firm submits a complete proposal by the City's deadline, an evaluation of the proposal will be performed, based on a competitive selection process. Each of the major sections of the proposal will be reviewed and evaluated with criteria designed to help judge the quality of the proposal. Evaluation of proposals will not be limited to price alone; technical merit, expertise, track record and references, completeness of proposal documents, and demonstrated successes will be strongly considered in the selection process. The following criteria may be used in reviewing and comparing the proposals:

1. Completeness of proposal documents. The ability, capacity, flexibility, and skill of the respondent to provide quality performance under the contract, as evidenced by the quality of any demonstration, client references, and any prior contracts with the City.

2. Experience – Firms should have a minimum of five (5) years experience performing this type of work for other local jurisdictions. Firms not meeting this minimum requirement may be disqualified from continuing in the process.
3. Understanding of the background and requirements of the Scope of Work.
4. The relative allocation of resources, in terms of quality and quantity, to key tasks including the time and skills of personnel assigned to the tasks and firm's approach to managing resources and project output. Education and experience of proposed personnel. Expertise, competence, experience, performance, solvency and responsiveness.
5. Responsiveness of proposal to specifications described in the RFP, including whether the respondent has agreed to the contracting requirements set forth in this RFP.
6. Demonstrated success in developing Economic Sustainability Plan and/or in projects similar to the one described in this RFP.
7. Cost and compensation required. Responding firms are required to fill out and return the cost sheet in Appendix A.

B. Precontractual Expense

Precontractual expenses include any expenses incurred by submitting firms and selected firm include the following:

1. Preparing proposals in response to this RFP.
2. Submitting proposals to the City.
3. Travel or accommodation to the City to participate in the interview process.
4. Negotiations with the City on any matter related to proposals.
5. Other expenses incurred by a Consultant or responding firm prior to the date of award of any agreement.

In any event, the City shall not be liable for any precontractual expenses incurred by any firm or selected Consultant. Submitting firms shall not include any such expenses as part of the price proposed in response to this RFP. The City shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

C. Selection Panel

The Selection Panel may be composed of City staff and/or a Council-appointed subcommittee. They will evaluate the proposals and consider the scope of work and various evaluation criteria, as described above. The panel may at that point select a firm to recommend award of a contract to or they may elect to develop a "short list" of acceptable firms for interviews. Should interviews be desired, the selected firms will be contacted and an interview will be scheduled. Following interviews, candidate firms will be ranked. Upon determination of the top-ranked firm, the Panel will issue a recommendation to for award of a contract.

Respondents may be telephoned and asked for further information, if necessary, and may be expected to appear for oral interviews. Previous clients may also be called. The Panel may make recommendations to the City Council on the basis of the proposal, any oral interviews, and reference check. The City reserves the right to select firm based solely on written proposals and not convene oral interviews. The City Council and/or City Manager shall have final authority for the selection depending on the total cost of the proposal. It is anticipated that the City Council will consider awarding a bid at an August 2018 City Council Meeting. The Contract would then become effective as soon as it can be executed thereafter.

D. Negotiations

Negotiations will cover the scope of work, the contract schedule duration, contract terms and conditions, technical specifications, and price. If the negotiating team is unable to reach an acceptable agreement with the selected firm, the team will recommend to the City Manager that the negotiations be terminated and an alternative approach be attempted, including the possibility of entering into negotiations with the second ranking firm.

No contract or agreement, express or implied, shall exist or be binding on the City before the execution of a written contract by both parties. If agreement on the terms of such a contract cannot be reached after a period deemed reasonable by the City in its sole discretion or if, after the City and the Consultant agree to terms and execute a contract, that contract is terminated for any reason, the City may enter into negotiations and sign a contract with any other respondent who submitted timely, responsive and responsible proposals to this RFP, or issue a new RFP and begin the proposal process anew.

CONTRACT

The City will prepare an Agreement for implementation between the successful respondent and the City (See Appendix B for a Sample). **The selected firm's standard form contract will not be considered as an acceptable substitute.** The selected firm shall maintain, at a minimum, the insurance requirements specified in the sample Agreement. This includes, but is not limited to:

- Insurance shall be issued by an insurer admitted in the State of California and with a rating of at least a A+;VII in the latest edition of Best's Insurance Guide.
- A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Consultant.
- A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Consultant in performing the Scope of Work required by this Agreement.
- A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by the City. Further, the selected firm agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed
- Workers' compensation insurance as required by the State of California.
- All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically

stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

- All policies of insurance shall include provisions for waiver of subrogation.
- The general and auto liability insurance shall contain an endorsement naming the CITY as an additional insured.

GENERAL INFORMATION AND INSTRUCTIONS

All communications concerning this RFP should be directed to Cindy Owens, Senior Management Analyst by email at cowens@beverlyhills.org and copied to Logan Phillippe, Senior Management Analyst by email at lphilippo@beverlyhills.org.

No questions or comments are to be directed to the Mayor of the City of Beverly Hills, the Mayor's Office, Beverly Hills City Council, City Manager, any public official, or any City of Beverly Hills trustee.

Any information obtained by the selected firm is confidential, and the selected firm shall not release or use the information in conjunction with any other endeavor.

The issuance of this RFP and receipt of proposals does not commit the City to award a contract, which is at the sole discretion of the City Council and/or City Manager. The City reserves the right to negotiate with any firm which responds to this RFP. The City is not liable for any costs incurred by the proposer in the preparation and submission of a proposal.

City reserves the right to cancel or revise any section of the RFP prior to the due date, and further reserves the right to extend the due date. Any cancellations or revisions to the RFP will be published on the City's website at: <http://www.beverlyhills.org/business/bidlistings/>. The information will also be emailed to any firm who the City emailed a copy of the RFP to, as well as to any firm who has reached out to the City in regards to this bid as directed above. If any firm determines that an addendum unnecessarily restricts its ability to bid, it must notify the City no later than three (3) days following the receipt of the addendum.

The City expressly reserves the right to reject any and all proposals or to waive any irregularity or informality in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any firm and of the suitability of the materials and/or services to be rendered. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City reserves the right to modify the RFP schedule described above.

The City will be the sole and exclusive judge of quality, compliance with RFP specifications or any other matter pertaining to this RFP. The City reserves the exclusive right to award this RFP in any manner it deems to be in the best interest of the City.

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of the City shall affect or modify any terms or obligations of the RFP, or any contract resulting from this RFP.

Responding firms are responsible for complying with all federal, state, and local rules and regulations. Responding firms agree that the City may, in its sole discretion, at any time prior to the execution of a final contract, accept, reject or cancel all or any part of a proposal, issue another proposal with terms and conditions similar or different to those set forth above, extend any deadline and/or supplement, amend or otherwise modify the proposal.

By submission of a proposal, responding firms acknowledge and agree that the City of Beverly Hills, as a public trust, is subject to state and local public disclosure laws and, as such, is legally obligated to disclose to the public documents, including proposals, to the extent required thereunder. Without limiting the foregoing sentence, the City's legal obligations shall not be limited or expanded.

Responding firms are advised to become familiar with all conditions, instructions and specifications governing this RFP. Once the award has been made, a failure to have read all the conditions, instructions and specifications of this RFP document shall not be cause to alter the contract or for respondent to request additional compensation.

The successful firm shall not assign the contract or subcontract, in whole or in part, without the prior written consent of the City. Such consent shall neither relieve the respondent from its obligation nor change the terms of the contract.

Each responding firm shall submit in full this completed original RFP document and all necessary catalogues, descriptive literature, etc., needed to fully describe the materials or work it proposes to furnish. **Respondent's failure to fully and adequately respond to this RFP may render the bid non-responsive and is grounds for rejection by the City.**

Upon the award of the contract to the successful firm, the City will require evidence of insurance coverage be furnished prior to issuing a purchase order. The amounts and types of coverage are specified in Appendix A, Section 11 of this RFP document. All insurance forms must be in a format acceptable to the City.

Every supplier of materials and services and all firms doing business with the City shall be an "Equal Opportunity Employer" as required by Section 2000e of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11375, and as such shall not discriminate against any other person by reason of race, creed, color, religion, age, sex or physical or mental handicaps with respect to the hiring, application for employment, tenure, terms or conditions or employment of any person.

Prices quoted herein must be firm for a period of not less than ninety (90) days after closing date of this RFP.

RFPs calling for other than a "lump sum" total may be awarded by single item, by groups of items, or as a whole, as the City deems to be in the best interest of the City.

The selected firm shall cooperate with the City in all matters relating to taxation and the collection of taxes. It is the policy of the City to self-accrue use tax associated with its own purchases. The City requests that the selected firm self-accrue their use tax, **when applicable**, and report the use tax to the State Board of Equalization with a City-assigned permit number. The City's own use tax, which is self-accrued by the City, will be remitted to the State of California pursuant to the City's permit with the State Board of Equalization.

All materials submitted in response to an RFP will become the property of the City of Beverly Hills and will be returned only at the City's option and at the expense of the responding firm submitting the proposal or bid. One copy of a submitted proposal will be retained for official files and become a public record. However, any confidential material submitted by responding firm that was clearly marked as such will be returned upon request.

Appendix A**Cost Sheet**

| Project Tasks | Consultant Hours | Administrative Support | TOTAL |
|---|-------------------------|-------------------------------|--------------|
| Coordinate Departmental, Business and Community Outreach | | | |
| Finalize outreach planning | | | |
| Conduct up to 5 meetings with Departments | | | |
| Conduct up to 7 focus groups/interviews with departments, businesses residents | | | |
| Conduct up to 5 one-on-one interviews | | | |
| Facilitate up to 6 meetings with City to prioritize results of outreach | | | |
| Conduct up to 6 meetings with the Strategic Planning Committee and City Council | | | |
| Complete Sustainability Program and Plan | | | |
| Coordinate Department, Strategic Planning Committee, City Council and Stakeholder input into plan, using City's Intranet as appropriate | | | |
| Identify potential economic research required | | | |
| Draft initial plan | | | |
| Facilitate implementation planning | | | |
| Review and reflect comments on plan; submit final plan | | | |
| Project Management | | | |
| Prepare regular monthly status reports | | | |
| Conduct monthly status meetings with Project coordinator | | | |
| Total Hours | | | |
| PROJECT COST SUMMARY | | | |
| Hourly Rates | | | |
| Professional Fees (<i>Hourly Rate x Consultant Hours Column 1, Hourly Rate x Administrative Hours Column 2</i>) | | | |
| Expenses | | | |
| Total Project Costs | | | |

Billable Hourly Rates

| Position Title | Hourly Rate |
|----------------|-------------|
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Proposed total not to exceed amount of contract (without contingency):_____

APPENDIX B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND <Insert
name of Consultant> FOR CONSULTANT SERVICES RELATED TO THE
DEVELOPMENT AND/OR UPDATE OF THE CITY'S ECONOMIC
SUSTAINABILITY STRATEGIC PLAN

NAME OF CONSULTANT: **TBD**

RESPONSIBLE PRINCIPAL OF CONSULTANT: **TBD**

CONSULTANT'S ADDRESS: Attention: **TBD**
City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Mahdi Aluzri, City Manager

CITY'S ADDRESS:

COMMENCEMENT DATE: August 21, 2018

TERMINATION DATE: August 22, 2019, unless extended pursuant to Section 2

CONSIDERATION: Not to exceed <TBD>

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND <Insert
name of Consultant> FOR CONSULTANT SERVICES RELATED TO THE
DEVELOPMENT AND/OR UPDATE OF THE CITY'S ECONOMIC
SUSTAINABILITY STRATEGIC PLAN

This Agreement is made by and between the City of Beverly Hills (hereinafter called "CITY"), and (hereinafter called "CONSULTANT").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B. CONSULTANT represents that it is qualified and able to perform the Scope of Works.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Scope of Work. CONSULTANT shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. City shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONSULTANT must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance.

CONSULTANT shall commence its services under this Agreement upon the Commencement Date or upon a receipt of a written notice to proceed from CITY. CONSULTANT shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

The City Manager or his designee may extend the time of performance in writing for two (2) additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

(a) Compensation

CITY agrees to compensate CONSULTANT for the services and/or goods provided under this Agreement, and CONSULTANT agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein.

(b) Expenses

The amount set forth in paragraph (a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

(c) Additional Services. City may from time to time require CONSULTANT to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by City in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. CITY shall pay CONSULTANT said Consideration in accordance with the method and schedule of payment set forth in Exhibit B.

Section 5. 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 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONSULTANT without the prior written approval of CITY. Any attempt by CONSULTANT to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

(a) CONSULTANT's 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 prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONSULTANT shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. 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 Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 11. Insurance.

(

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONSULTANT in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(4) A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONSULTANT agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b) CONSULTANT shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a A+;VII in the latest edition of Best's Insurance Guide.

(d) 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.

(e) At all times during the term of this Agreement, CONSULTANT shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONSULTANT shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance shall contain an endorsement naming the CITY as an additional insured.

(f) CONSULTANT shall provide CITY with thirty (30) days prior written notice if the policies required under this Agreement will be canceled or reduced. All of the policies required under this Agreement shall state that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

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

(h) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

(i) The insurance coverage amounts required under the Agreement do not limit CITY's right to recover against CONSULTANT and its insurance carriers.

Section 12. 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 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar 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 based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services required by this Agreement. CONSULTANT shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. 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 Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records and Inspections. CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 2 years. 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 copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. Changes in the Scope of Work. The 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 18. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 19. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 20. 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 21. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. City Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

Section 24. 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.

EXECUTED the _____ day of _____, 20____, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

ATTEST:

BYRON POPE
City Clerk

(SEAL)

JULIAN A. GOLD, MD
Mayor of the City of Beverly Hills, California

CONSULTANT:

Name
Title

Name
Title

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

MAHDI ALUZRI
City Manager

SHARON L'HEUREUX DRESSEL
Risk Manager

**EXHIBIT A
SCOPE OF WORK**

CONSULTANT shall perform the following services:

CONSULTANT shall conduct discussions with City Manager, City Department Heads, key stakeholders and other people identified by the City Manager and/or his designee. CONSULTANT shall review the foundation and pillars identified in the City's 2011-2015 Economic Sustainability Plan for validity and propose revisions. CONSULTANT shall perform the tasks listed below:

- Review, evaluate and suggest modifications to the current foundational elements and pillars in the City's 2011-2015 Economic Sustainability Plan and update as appropriate;
- Examine the economic pillars established in the City's 2011-2015 Economic Sustainability Plan for relevancy and applicability for the next five years;
- Develop strategic deliverables for programs and/or projects to support the pillars in the City's 2011-2015 Economic Sustainability Plan if relevant;
- Establish consensus of City Departments on goals and objectives for each of the Economic Sustainability pillars, as well as a limited number of planned or current initiatives that will be most critical for the attainment of those objectives;
- Provide assistance to the City in framing the outline of the city-wide strategic plan and vision for economic development and economic sustainability, including an understanding of the critical components, methodology, necessary research and resources needed to develop the plan;
- Obtain and incorporate input from both internal and external stakeholders;
- Develop a plan and vision, reflecting contributions from:
 - Residents and community stakeholders,
 - Commercial and retail leaders in the community including land owners and developers,
 - Strategic Planning Committee, and
 - Civic organizations such as the Conference and Visitors Bureau, the Rodeo Drive Committee, the Chamber of Commerce;
- Align the foundational elements, pillars, and strategic deliverables for programs and/or projects identified in the updated Economic Sustainability Plan with the objectives of the Strategic Planning Committee;
- Assist in the establishment of priorities for economic sustainability for the next three to five years;
- Examine the relevancy of including a component related to the uniqueness of the relationship of Beverly Hills to the entertainment industry;
- Develop an approach or mechanism to oversee plan implementation, update and improvements;
- Complete a strategic plan for economic sustainability that includes key elements of the Beverly Hills Destination Development Plan currently being undertaken by the Beverly Hills Conference and Visitors Bureau; and
- Assist with developing metrics for tracking the success of program implementation.

CITY may ask CONSULTANT to perform additional tasks. CONSULTANT shall provide CITY a quote for additional tasks for CITY's review and approval. CONSULTANT shall not undertake the additional tasks unless CITY provides such direction in writing.

KEY ASSIGNMENTS:

1: COORDINATE OUTREACH

- A. Departmental Coordination – CONSULTANT shall begin the process by facilitating meetings with departments to:
- a. Gather information regarding current initiatives in support of economic sustainability;
 - b. Seek consensus about goals and objectives for each of the foundations and pillars;
 - c. Identify priority initiatives across departments for each of the pillars;
 - d. Begin discussions regarding coordinating mechanisms between and among departments for plan implementation; and
 - e. Identify departmental representatives who will act as coordinators for the balance of the effort.
 - f. Gather feedback from external stakeholders.

These meetings will serve to clarify achievable, measurable outcomes expected, as well as goals. CONSULTANT may be asked by CITY to use CITY Intranet, as appropriate, to facilitate solicitation of input from departmental representatives over the course of this planning effort.

KEY DELIVERABLES

- ❖ Departmental meeting plan
- ❖ Initial statement reflecting departmental input of key initiatives, goals, and objectives for each of the pillars to serve as basis for outreach
- ❖ Minutes for each of the departmental meetings

- B. External Stakeholder Outreach - As the elements of the plan take shape, CONSULTANT shall work with CITY to design an effective outreach program, which could include group meetings, one-on-one interviews, and, if appropriate, on-line surveys. CONSULTANT may be requested by CITY to develop and deliver an educational component as part of this outreach.

CONSULTANT shall gather and incorporate opinions of critical stakeholders, including the residential and business communities, as well as community leaders and organizations. For business input, CONSULTANT will coordinate with the Chamber of Commerce, which has access to the broader business community. Outreach and two-way communication are fundamental elements of economic sustainability, and will be a central part of the development of the plan itself. CONSULTANT may also be requested to contact the Beverly Hills Conference and Visitors Bureau as well as the Rodeo Drive Committee to perform additional outreach to the business community.

CONSULTANT shall compile the opinions, data, and information gathered from the outreach effort, and coordinate consensus-building meetings within CITY. This will form the nexus of the written plan, and represent the beginning of the implementation effort.

CONSULTANT may be requested in writing by the CITY to provide an educational component to the Community. This shall be included in part of the base fee for service.

KEY DELIVERABLES

- ❖ Outreach Plan

- ❖ Compilation of comments of stakeholders with recommendations for which should be included
- ❖ Individual outreach meeting notes and/or survey result notes

2: DRAFT PROGRAM AND FINALIZE PLAN

As the outreach is completed, CONSULTANT shall identify actionable items that might be useful in further refining CITY decision-making towards economic sustainability.

Using input from department meetings, departmental representatives and the outreach process, CONSULTANT shall support CITY in planning the integration of this effort with other key processes, including:

- City Council priority-setting efforts
- Budget process
- Capital planning process
- Strategic Planning Committee

CONSULTANT shall support CITY in designing and coordinating efforts required to both support implementation and revise the plan as needed. In order to stay relevant, the plan must be a living document that can accommodate changing circumstances and environments.

KEY DELIVERABLES

- ❖ Memo with identification of gaps, if any, and available data
- ❖ Initial draft plan
- ❖ Recommendations for ongoing plan management, including integrating plan into current City processes
- ❖ Final plan reflecting comments

3: PROJECT MANAGEMENT

CONSULTANT shall provide regular status reports, meet monthly with the City Manager and/or his designee and other City leaders as needed, identify any barriers to project completion that may arise, and work to assure on-time completion of the project.

KEY DELIVERABLES

- ❖ Monthly status reports
- ❖ Monthly project status meetings

Because of the importance of this project to the City's long-term fiscal health, it will be necessary to provide an opportunity for the City Council to review, provide input and accept the final product. CONSULTANT shall attend City Council meetings, provide an overview of the findings to the City Council, and answer questions. The firm may also be requested to report to the City's Strategic Planning Committee on a regular basis.

PROPOSED PROJECT SCHEDULE

CITY has identified potential key milestones to ensure the project is completed to the satisfaction of CITY. Tasks may be refined and deliverables reorganized upon mutual agreement between CITY and CONSULTANT. This schedule serves as a guide only and is subject to change with the CITY's concurrence depending on what the CONSULTANT may discover when executing the tasks.

| TASK NUMBER | DESCRIPTION |
|---------------|---|
| Task 1 | Milestones |
| | Develop a Project Plan |
| | Prepare and Conduct Meeting with Key City Staff |
| | City Department Meeting Draft Plan |
| | Attend Meeting with Strategic Planning Committee |
| | September Task Status Report & Acceptance |
| Task 2 | Milestones |
| | Complete Preparation for Department Meetings |
| | Prepare Materials for Potential City Council Presentation to Overview Project |
| | October Task Status Report & Acceptance |
| Task 3 | Milestones |
| | Conduct First Round of Department Meetings |
| | Initial Plan for Community Outreach |
| | Initial Plan for Residential Outreach |
| | November Task Status Report & Acceptance |
| Task 4 | Milestones |
| | Compile comments after First Department Meetings |
| | Conduct Second Round of Department Meetings |
| | December Task Status Report & Acceptance |
| Task 5 | Milestones |
| | Update Planning Documents |
| | Complete Preparation for Business Outreach |
| | Complete Preparation for Community Outreach |
| | Provide Update to Strategic Planning Committee |
| | January Task Status Report & Acceptance |
| Task 6 | Milestones |
| | Identify Action Plan for Initiative Integration |
| | Meet with Key City Staff |
| | February Task Status Report & Acceptance |
| Task 7 | Milestones |
| | Complete Business Outreach |
| | Complete Community Outreach |
| | Meet with Departments to Review Changes |
| | Prepare and Submit Draft Report |
| | Review Draft Report with Strategic Planning Committee |
| | March Task Status Report & Acceptance |
| Task 8 | Milestones |
| | Submit Final Report, Reflecting Comments by City |
| | Prepare Materials for City Council Review and Present to City Council |
| | April Task Status Report and Acceptance |
| Task 9 | Milestones |
| | Complete Report to Client Satisfaction and Acceptance |
| | May Task Status Report and Acceptance |

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

CITY shall compensate CONSULTANT for the satisfactory performance of the work described in this Agreement, or as mutually agreed upon in writing prior to performing services described in the Agreement, in an amount of _____ Dollars (\$XX,XXX) as more fully described by the rates listed below.

| Project Tasks | Consultant Hours | Administrative Support | TOTAL |
|---|------------------|------------------------|-------|
| Coordinate Departmental, Business and Community Outreach | | | |
| Finalize outreach planning | | | |
| Conduct up to 5 meetings with Departments | | | |
| Conduct up to 7 focus groups/interviews with departments, businesses and residents | | | |
| Conduct up to 5 one-on-one interviews | | | |
| Facilitate up to 6 meetings with City to prioritize results of outreach | | | |
| Conduct up to 6 meetings with the Strategic Planning Committee and City Council | | | |
| Complete Sustainability Program and Plan | | | |
| Coordinate Department, Strategic Planning Committee, City Council and Stakeholder input into plan, using City's Intranet as appropriate | | | |
| Identify potential economic research required | | | |
| Draft initial plan | | | |
| Facilitate implementation planning | | | |
| Review and reflect comments on plan; submit final plan | | | |
| Project Management | | | |
| Prepare regular monthly status reports | | | |
| Conduct monthly status meetings with Project coordinator | | | |
| Total Hours | | | |
| PROJECT COST SUMMARY | | | |
| Hourly Rates | | | |
| Professional Fees (<i>Hourly Rate x Consultant Hours Column 1, Hourly Rate x Administrative Hours Column 2</i>) | | | |
| Expenses | | | |
| Total Project Costs | | | |

Billable Hourly Rates

| Position Title | Hourly Rate |
|----------------|-------------|
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For all as-needed services requested by CITY within the contract period, the CONSULTANT and CITY shall agree upon in writing to the costs for performing those services. This amount shall not exceed _____ Dollars (\$XX,XXX).

In no event shall the compensation under the Agreement exceed _____ Dollars (\$XX,XXX).

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 undisputed amount of such billing within thirty (30) days of receipt of same.

EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below :

NAMED INSURED**COMPANIES AFFORDING COVERAGE****ADDRESS**

- A.
- B.
- C.

| COMPANY (A.B.C.) | COVERAGE | POLICY NUMBER | EXPIRATION DATE | B.I. | LIMITS P.D. | AGGREGATE |
|---------------------|--|------------------|--------------------|------|-------------|-----------|
| | <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONSULTANT'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKER'S COMPENSATION | | | | | |

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Consultant agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of Consultant's officers, employees, agents or others employed by Consultant while engaged by Consultant in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE : _____ BY : _____
 _____ Authorized Insurance Representative

TITLE : _____

AGENCY : _____ Address : _____

Economic Sustainability Plan

Programs and
Priorities
2011-2015



CITY OF BEVERLY HILLS



Jeffrey Kolin, City Manager, City of Beverly Hills

A Message from the City Manager

We are pleased to present the City's Economic Sustainability Plan – Program and Priorities 2011-2015.

With such pressure on City budgets, we felt the time was ripe to develop an Economic Sustainability plan for City Hall that would provide a framework for us to prioritize and focus our programs on those that most support the economic vitality and attractiveness of Beverly Hills.

We consulted with City staff and officials, our economic partners, residents and businesses. We examined existing economic studies and City programs. At the end of this process we realized two things – first, there were no “magic bullets” for economic sustainability and second, that the City and its partners were already engaged in important economic sustainability work. Missing were priorities, focus and measurement, as well as a lexicon for economic development as it pertained to Beverly Hills.

This plan addresses these issues and has already provided the basis for the 2011 City Council priorities, and principal elements have been incorporated into the City's Strategic Planning effort.

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EXECUTIVE SUMMARY



VISION

*Foster a vibrant,
sustainable
economy, and
stimulate
sufficient City
revenue to
maintain the
character and
quality of the
community*



The severe economic recession of 2007 – 2010 caused disastrous reductions in state and local government revenues. Beverly Hills has responded to that crisis by reducing its General Fund budget by more than \$27 million over the past three years, ensuring budgets and strategic plans focus squarely on efficiency and new revenue opportunities, and prioritizing City programs on the basis of economic sustainability.

It is evident that the City cannot rely only on expense reductions to close its budget shortfall without sacrificing its traditional high standards of service. This Plan, representing the third element, presents an array of City programs that support economic activity. They strengthen the revenue sources that are the primary support for the City General Fund: transient occupancy taxes, sales taxes, property taxes, and business taxes.

Beverly Hills does not use redevelopment areas or enterprise zoning, the traditional tools of economic development. Its new General Plan left the areas of scale, height, density, and community character essentially unchanged. Recognizing these policy directives, the City team prioritized programs on the basis of their contribution to economic sustainability. The City also sought feedback from residents and businesses. The Plan outlines both a set of priorities and a set of measures to help the City track its progress going forward.

Descriptions of these elements, and the associated priorities, can be found on pages 10 - 19.

The plan uses a metaphor of “Foundations” and “Pillars” to organize its efforts. Foundations are themes that underlie and inform all of the City’s work, especially economic sustainability. Pillars are groups of programs, projects and activities that seem likely to improve revenues, although that may not be the only justification for them.

MEASUREMENT

A critical element of the plan is to measure and report on how implementation affects City revenues. There will be two program-wide measures:

1 WHETHER AND HOW MUCH REVENUE STREAMS INCREASE, WITH AN ATTEMPT TO SHOW WHETHER THE INCREASES OR DECREASES DIFFER FROM WHAT WOULD OTHERWISE BE EXPECTED.

2 BI-ANNUAL SURVEYS TO MEASURE BUSINESS, RESIDENTIAL AND VISITOR SATISFACTION LEVELS

In addition, a program of more specific measures, intending to evaluate the performance of individual initiatives and Pillars, will attempt to measure how well plan elements are being implemented, and the extent of their effect on program-wide goals.

2011

ESTABLISH BASELINE DATA AND DEVELOP THE MEANS TO TRACK INDICATORS

2012 and beyond

PROVIDE REPORTS THAT SHOW HISTORICAL AND CURRENT INFORMATION

NEXT STEPS

The City is already incorporating this economic sustainability approach into its decision-making processes. As the plan was being completed, the City launched a more comprehensive strategic planning effort that incorporated economic sustainability principles and goals.

MANY OF THE PROGRAMS AND PROJECTS IN THIS PLAN WERE IDENTIFIED AS HIGH PRIORITIES BY THE CITY COUNCIL FOR THE COMING FISCAL YEAR. THE CITY WILL IDENTIFY RESOURCES AND DEVELOP FUNDING SCHEDULES FOR THEIR INCLUSION IN THE BUDGET.

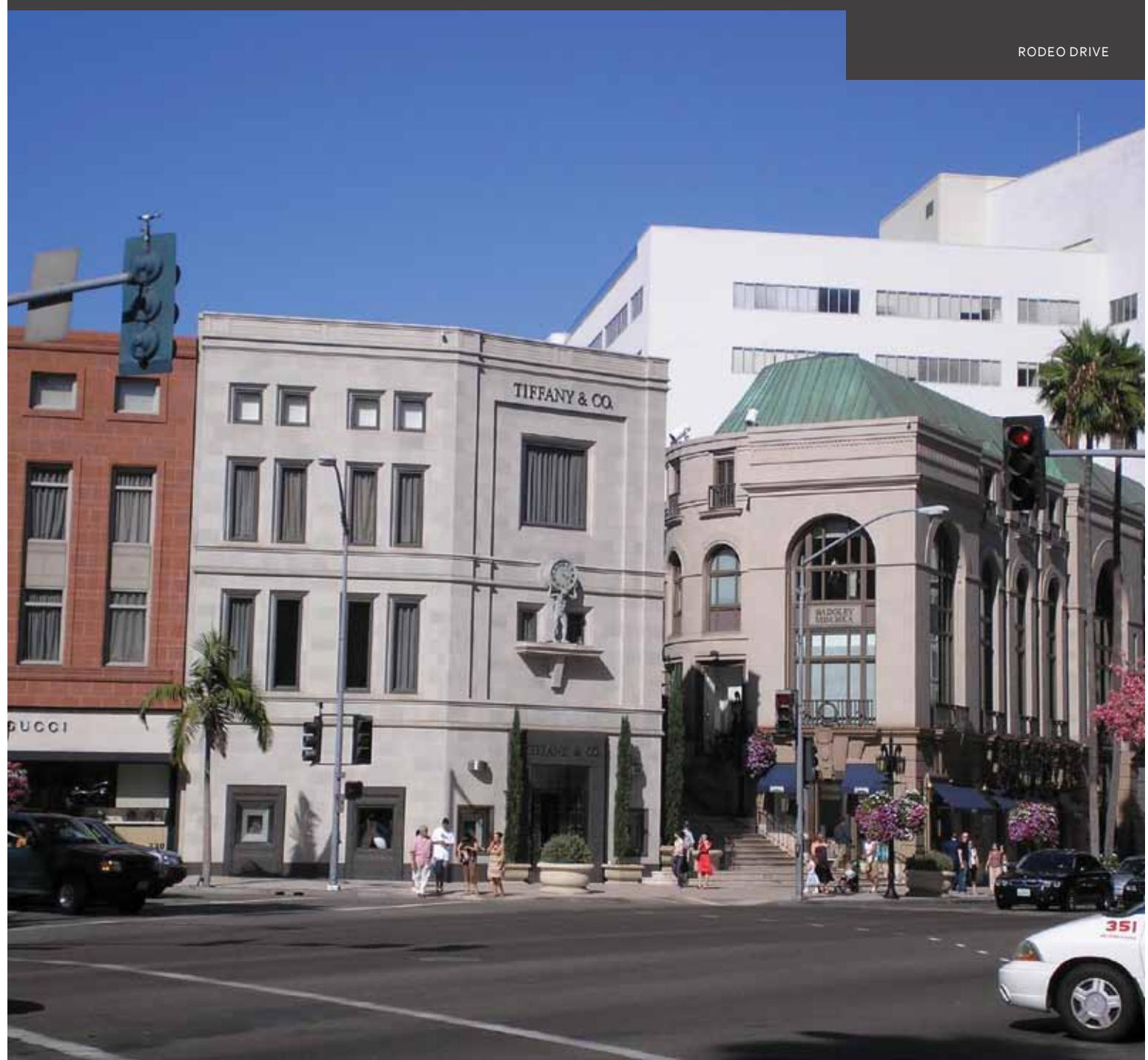
GOING FORWARD THE PLAN WILL BE REFINED BY:

- IMPROVING THE WAYS THE CITY MEASURES THE EFFECTS OF PROPOSED AND ADOPTED INITIATIVES ON ECONOMIC ACTIVITY AND CITY REVENUES
- COMPLETING CURRENT EFFORTS TO IMPROVE THE CITY’S REVENUE FORECASTING, TO OFFER MORE SPECIFIC PROJECTIONS THAT REFLECT A BETTER UNDERSTANDING OF THE CITY’S ECONOMY
- INTEGRATING ECONOMIC SUSTAINABILITY AS A FACTOR IN THE CITY’S STRATEGY AND BUDGET FRAMEWORK.

J

PURPOSE AND BACKGROUND

RODEO DRIVE



The Context

Current projections indicate a shortfall between General Fund revenues and expenditures in excess of \$5 million by FY 2014/15. To address this issue, the City needs to continue action on three fronts – building the “three-legged stool” of fiscal stability.



BUDGET CUTS: The City of Beverly Hills has already reduced its budget by more than \$27 million over the past three years, including furloughing staff, postponing maintenance and equipment replacement, addressing labor cost and pension reform, and rethinking service levels.



INCREASING REVENUE SOURCES: The current Strategic Planning effort is continuing efforts started during budget reviews to identify appropriate revenue increases.



DEVELOPING ECONOMIC SUSTAINABILITY INITIATIVES THAT WILL INCREASE ECONOMIC ACTIVITY AND RELATED CITY

REVENUES: This Plan, mandated by the City Council, is designed to address a strategic method of revenue generation.

The Economic Sustainability Plan has been developed with the understanding that Beverly Hills is limited in the actions it can currently take in the economic development field. The City does not have access to the traditional tools of redevelopment or enterprise zoning, and the City has made a strategic policy decision not to modify the General Plan regarding scale, height, density, or community character. Rather, by providing base services and programs at the highest level, the City intends to provide a platform upon which businesses can prosper. In this way, the City hopes to generate the revenues necessary to support the quality of life expected by businesses and residents in Beverly Hills.

Building on previous plans, such as the Economic Profile, the Business Attraction and Retention Plans and the Marketing Strategic plan, the City’s executive management team has taken a long, hard look at much of the City’s existing workload and established priorities and opportunities for programs that directly support the City’s brand, character and other critical areas unique to businesses success and economic development in Beverly Hills.



The City has made a strategic policy decision not to modify the General Plan regarding scale, height, density, or community character.

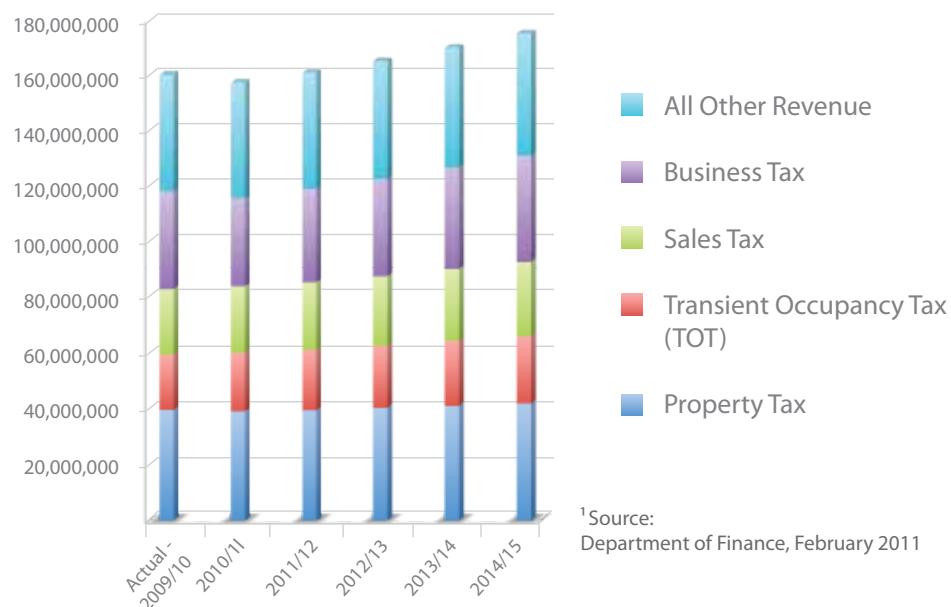
MORNING ON RODEO DRIVE

In order to achieve economic sustainability and maintain its level of services, the City must retain or increase funding from all sources, especially businesses.

City Fiscal Structure

The fiscal structure of the City relies on four main sources of revenue: property taxes, sales taxes, transient occupancy taxes, and business taxes. Residents are the primary source of property taxes; the remaining revenue streams are functions of a healthy business community. Approximately 9% of the City's land is zoned for commercial use; that land, however, produces 75% of the City's general fund revenues.

Projected General Fund Revenues¹



Assuming that current strategies remain unchanged, revenues are projected to increase only slightly as the economy recovers from the most severe recession in recent history. Sales tax and transient occupancy tax revenue will likely track the economy as it improves, while property tax revenue will follow trends in property valuation, though on a more muted basis as result of Proposition 13.

Sales tax revenues, transient occupancy taxes, and business taxes are all related to the City's ability to attract and retain a vibrant business community, which in turn requires attracting clientele to City businesses. Property taxes are sustained by preserving the City's stature as a premiere residential location. The City will continue to contribute to this by prudently maintaining its physical assets, continuing a high level of public safety and municipal services, and supporting educational excellence in the School District.

Current Efforts to Address Competition

Beverly Hills is in competition with high-end malls featuring luxury retailers; with other municipalities for prestige-address business clusters; and with other premiere residential communities. Recognizing that competitors are improving their products and outreach, Beverly Hills has commissioned the development of research and plans to guide efforts to attract and retain targeted businesses.

Five key reports formed the central part of this effort:

- ▶ Beverly Hills Economic Profile (2006)
- ▶ Beverly Hills Retail Behavioral Study for 2006
- ▶ Beverly Hills Economic Strategy – Approaches for Business Retention (2007)
- ▶ Beverly Hills Economic Strategy – Approaches for Business Attraction (2010)
- ▶ Conference and Visitor's Bureau Strategic Plan 2010
(Also known as the Marketing Strategic Plan)

Consistent with these reports, the City manages several activities and programs that bolster revenues from hotels and businesses. The design of City marketing events highlights Beverly Hills' advantages.

Examples of these efforts include:

- ▶ Signature functions such as: • the annual Walk of Style
 - Affaire in the Gardens • Greystone Concours d'Elegance
 - Concerts in the Park • and the more recent 90210 event
- ▶ The 2011 Rose Parade float, which won the Mayor's Trophy for the Most Outstanding City Entry
- ▶ Holiday programs and decorations

Implementing the marketing plan for the Conference and Visitors Bureau will place additional focus on developing and promoting events to create "street-life" in order to give visitors – especially LA County residents – a reason to visit Beverly Hills. Recent studies show that nearly 35% of the money spent by shoppers in the City comes from Beverly Hills residents, and that an additional 25% originates with residents of the LA Metro area.

The most recent retail behavioral study showed that Beverly Hills' attractiveness to retail patrons is due to the "walkable" village atmosphere, luxury environment, and uniqueness of the shops.



TASTE OF BEVERELY HILLS

In addition, the City has identified clusters that are central to commercial property tax revenues, especially entertainment services, finance, and professional services. Maintaining a business-friendly city government and partnering with business organizations to maintain open lines of communication are ongoing citywide efforts intended to support these business sectors.

8

FOCUSING THE "LENS"

There is no shortage of energy or inventiveness in proposed initiatives to support clientele and business attraction. Recognizing this, the Economic Sustainability Plan has not made its primary focus the generation of new projects or programs. Rather, this report seeks to provide a "lens" to focus on implementing existing plans and programs that provide the best overall contribution to the City's long-term economic sustainability.

Stakeholder Input

To validate City staff priorities, outreach meetings were held with a Homeowners Association, board members of the Conference and Visitor's Bureau and a cross-section of stakeholders from the Chamber of Commerce, the Citizen's Budget Group, and the Mayor's Cabinet. Participants, who represented residents, businesses, and commercial property owners, were chosen because of their interest in the City and their knowledge of its economy and finances. Their comments, reflected in this report, have improved its focus and strengthened its priorities.

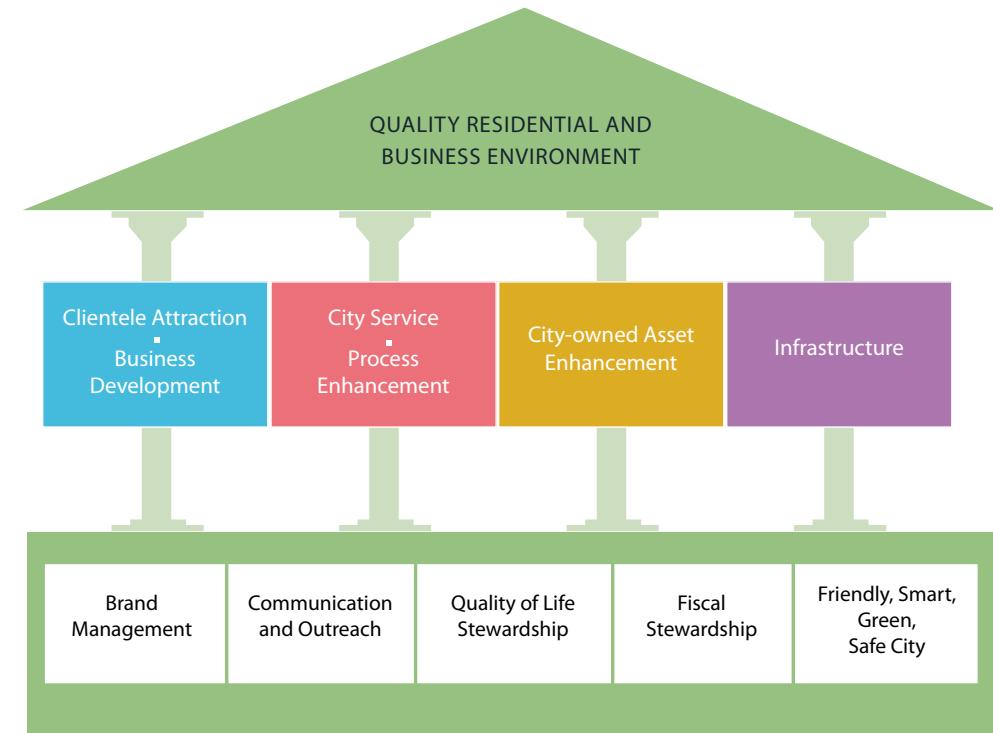
2

STRATEGIC DIRECTION



THE CITY'S 2011 ROSE PARADE FLOAT, WHICH WON THE MAYOR'S TROPHY FOR THE MOST OUTSTANDING CITY ENTRY, HEIGHTENS AWARENESS OF THE BEVERLY HILLS BRAND.

ECONOMIC SUSTAINABILITY MODEL



To realize this vision, the plan adopts a metaphor of “**Foundations**” and “**Pillars**.” Foundations are strategic themes that underlie and inform all of the City’s work, especially the efforts described in the Pillars. Pillars include programs, projects and activities intended to improve both the City’s economy and its business revenues.

PILLARS

The **FOUR PILLARS** of economic sustainability represent central areas where the government of Beverly Hills has significant ability to support local economic activity and City revenue streams. Many of the initiatives included within the pillars are included in the current Budget and Capital Improvement Plan (CIP). Priorities were ranked according to their anticipated impact and are not time related; many will stretch over several years.

Pillar Initiatives | PRIORITY PROJECTS

Clientele Attraction /Business Development

The City partners with the Conference and Visitors Bureau (CVB), the Chamber of Commerce and its business community to encourage clients or customers to patronize Beverly Hills businesses. In addition, business retention and attraction efforts have identified kinds of businesses that fit well with the City's brand, and with its existing commercial mix. The Business Attraction Plan calls for diversifying revenue streams through attracting "gap" businesses – especially upscale food markets and furniture/appliance stores. The City is also expanding efforts to attract businesses that appeal to younger consumers and grow nightlife in the City.



AFFAIRE IN THE GARDENS

PRIORITY PROJECTS ▶

Clientele Attraction /Business Development Initiatives

Marketing, public relations, communications and other strategies or policies that attract national, international, regional, and local customers to businesses in the City.

- Support CVB in implementation of Marketing Strategic plan
- Create "welcoming" retail districts, including "Disney-level" way-finding
- Support CVB in design and development of signature Visitor's Center
- Produce broader platform of signature events and destination promotions
- Continue implementing key strategies of Business Retention Plan
- Continue to actively manage and develop City trademark license program as vehicle to brand awareness
- Complete review of and begin implementation of Business Attraction Strategy, including attracting both high-end and unique-local businesses along with community serving businesses. Consider financial incentives
- Revitalize Southeast Beverly Hills. Identify projects such as an Arts District, Parking, Open Space, etc.
- Raise BH virtual profile, e.g., Google/City of NY cooperative effort by improving functionality of current website

Priority 1

Priority 2

Priority 3

City Service and Process Enhancement

Maintaining a business-friendly City government is a priority of economic sustainability. Beverly Hills takes pride in the friendliness and quality of its municipal services, seeking a “Disney” level of satisfaction. One element of these high standards is a commitment to continuous improvement. As part of this effort, Beverly Hills is developing and expanding its e-Gov capability, making it easier to do business with the City on the Internet.



BEVERLY HILLS CITY HALL

2

PRIORITY PROJECTS ▶

City Service and Process Enhancement Initiatives

Policies and strategies that minimize the amount of time and effort businesses must spend to comply with City permitting and other requirements.

Initiatives that reflect the dedication of the City to provide excellent customer service.

- Review business tax and permit fee structure with a view to developing potential business attraction/retention incentives; attract both high-end and unique-local businesses along with community serving businesses. Consider financial incentives where appropriate
- Identify, prioritize and develop 5-year schedule to eliminate obsolete zoning provisions and remove obstacles to development, including modification of nightlife/entertainment regulations and fees
- Develop eGov initiatives associated with on-line public zoning and business permit process:
 - Development Review process
 - Electronic Review of Planning & Building documents
- Evaluate and implement strategies that streamline the development process, including Commission review processes
- Install new Finance and HR Enterprise-wide computer system
 - Automate billing and tax payment
- Develop on-line public zoning and land use information, e.g., ZIMAS
- Evaluate establishing a Concierge for City Hall to assist applicants for complex development/permits, especially for proposals and projects targeted in Business Attraction and Retention strategies

Priority 1

Priority 2

City –Owned Asset Enhancement

The City owns real estate assets within Beverly Hills that serve multiple civic purposes. Parking structures are visible examples of the use of City assets to increase the convenience and ease of access of residents and visitors to Beverly Hills business establishments. Beverly Hills also uses its real estate assets to attract business clusters that are important to the economic life of the City and to enhance the quality of life for residents. The 331 Foothill project in the entertainment district is an example. Such holdings are strategic assets that should continue to be used to support commerce and generate City revenues.



331 FOOTHILL PROJECT

3

PRIORITY PROJECTS ▶

City-owned Asset Enhancement Initiatives

Management of City-owned assets so that they act as a catalyst for economic vitality, business attraction and retention, visitor marketing, or revenue generation.

- Acquire the median portion of the former railroad right of way at Santa Monica and Doheny in order to implement Gateway improvements at that location; Continue to press for State completion of remediation plan for parcels 12 and 13 and identify funding source for acquisition
- Maximize benefits of projects under construction
 - 9400 Santa Monica Blvd
 - Crescent Garage
- Continue to invest in upgrades at Greystone that will increase the viability of public and private uses
- Complete plans for interim re-use of the Chamber of Commerce building pending initiation of long-term redevelopment for public parking
- Develop City property leasing Master Plan
- Actively pursue entertainment district build-to-suit opportunities at Foothill Road and Third Street
- Increase parking opportunities on the southeast side of Beverly Hills

Priority 1

Priority 2

Priority 3

13

Infrastructure

The City's ongoing ability to provide infrastructure – streets, water systems, sewers, traffic systems, parks, libraries, public transportation, etc., that supports its "premiere" brand is central to its economic sustainability. Those services are critical to maintaining the property values that, under current California law, have decades-long implications for a primary revenue stream of the City. Businesses, too, expect their patrons to be impressed with the quality of infrastructure – clean, well maintained streets and sidewalks, well-appointed public areas with high-quality lighting and trees, and available parking. Parking can also be viewed as a city-owned asset, as set forth in the previous section. These structures and systems are central to maintaining the City's brand. Knowing this, the City commits \$10 million annually in funding for the Capital Improvement Plan and seeks the maximum impact on economic sustainability from that investment.

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PUBLIC FOUNTAIN

4 PRIORITY PROJECTS ▶

Infrastructure Initiatives

Public policy and programs that advocate for, develop or maintain infrastructure elements such as streets, sidewalks, parks, transportation, etc., central to economic strength.

- Implement Street Improvement/Pavement Master Plan
- Complete Municipal Area Network; consider fiber optic applications beyond City needs
- Complete Street Light Replacement Project

- Support extension of the subway and preferred alignment
- Promote City-wide upgrade/renovation to Class A office buildings
- Continue to transfer funds to the Capital Improvement Program budget in order to address deferred maintenance and invest in opportunity projects for the future; implement Master Plans for Parks, Libraries, Street Trees

- Evaluate 2nd Phase Urban Design

Priority 1

Priority 2

Priority 3

GREYSTONE MANSION



15

FOUNDATIONS

- 1. Brand Management**
- 2. Communication and Outreach**
- 3. Quality of Life Stewardship**
- 4. Fiscal Stewardship**
- 5. Friendly, Smart, Green, Safe City**

In order to keep Beverly Hills a world-class community, the City must consistently emphasize central foundational principles. These principles underlie all of the actions of the City, including economic sustainability efforts.

As part of the evaluation of the Foundations, the City identified areas where enhanced focus or attention to the foundations will affect fiscal sustainability. Many of the programs and initiatives in the Pillars were developed with the understanding that they would also provide support to the foundations, especially where gaps were identified.

1

BRAND MANAGEMENT

Protecting and promoting the City's globally recognized brand throughout all City services and programs. Striving to ensure that City employees, residents and businesses identify with and help promote the Brand. For Beverly Hills, this Foundation is perhaps the most important driver of economic strength.



PEOPLE IDENTIFY WITH THE BEVERLY HILLS BRAND AS A SYMBOL OF THE PLACE TO LIVE THEIR DREAMS.

It is widely held as self-evident, and supported by available research, that the Beverly Hills brand is a key element in attracting the visitors and businesses that support the fiscal strength of the City.

Known internationally for its outstanding residential neighborhoods, distinctive hotels, retail stores, restaurants and premiere business locations, Beverly Hills must maintain its position as a premiere community and destination.

The Beverly Hills brand is an important driver of economic strength, and should be honored in everything the City undertakes.

As examples, going forward:

- *As the City implements clientele marketing and business attraction initiatives, it will coordinate its message with the "living the dream" brand*
- *As the City reviews and develops its cultural event initiatives it will strive to ensure that programming and presentation exceed expectations of participants*
- *As the City improves its services and processes, it will design user-friendly applications and aim to exceed user expectations offriendly, efficient services*
- *As the City implements asset management initiatives, it will build, upgrade and maintain real estate assets to high level of physical appearance and efficiency*
- *As the City implements infrastructure initiatives, it will ensure that they reflect high design standards, including the pedestrian experience and signage needs*

All participants in the study agreed that the brand must be continually renewed and refreshed, attracting multiple generations, and providing an environment that beckons new residents, visitors and businesses.

The City will conduct regular and consistent outreach to key communities, including two-way conversations with:

- The residential community, to assure that the character and quality of Beverly Hills are maintained and enhanced
- The business community, to assure that Beverly Hills remains an economically healthy and profitable place in which to do business
- The visiting public, to maintain the attractiveness of Beverly Hills as a desirable place to visit and shop.

The review of this Economic Sustainability plan, itself, embodied this foundation; the recommendations and priorities were vetted by a variety of communities, and resident and business suggestions were incorporated throughout.

Going forward:

- As the City streamlines its services and processes, it will establish partnerships with the residential and business communities to reflect their needs
- As the City implements clientele and business attraction elements, it will base its decision-making on visitor and business opinions
- As the City implements asset management initiatives, it will work with the business, residential, and visitor community to identify the optimum use for facilities
- As the City implements infrastructure initiatives, it will inform communities of and solicit support for infrastructure maintenance plans

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The primary goal in this area is to maintain property values and property tax revenues by maintaining important City services at a high level. Of primary importance to high residential satisfaction and consistent high property values is the quality of fire and police services. Those, however, by themselves will not suffice. The City's excellent library and park services, as well as the cleanliness and repair of its streets and sidewalks, must be preserved to maintain the character of the city. In addition, residents frequently cite outstanding K-12 schools as central in

2

COMMUNICATION AND OUTREACH

Managing regular and consistent outreach to key communities, including two-way conversations with residents, businesses, and the visiting public to assure that the City maintains and enhances its quality, and remains a premiere place to live, do business in, work and shop.

3

QUALITY OF LIFE STEWARDSHIP

Preserving City services at a high level – especially library and park services, the cleanliness and repair of its streets and sidewalks – in order to maintain the character of the city.

maintaining the quality of life. Although education is outside its direct responsibility, the City has a strong and supportive relationship with the Beverly Hills School District to maintain a high quality of education.

Going forward:

- As the City improves its services and processes, it will balance efficiency and revenue potential with the desire to maintain the character and quality of the community
- As the City implements clientele and business attraction elements, it will seek to manage the impact of visitors on residential communities, and design programs that attract residents as well as visitors.
- As the City implements asset management initiatives, it will balance the demand for space with the desire to maintain the low-rise ambiance of the City
- As the City implements infrastructure initiatives, it will work with County and State agencies so that their plans and programs support City goals

18

4

FISCAL STEWARDSHIP

Managing resources in the most cost-effective manner possible; making prudent investments when there is a sufficient probability of a substantial return, measured in increased revenue, reduced costs, and improved quality of life.

Fiscal stewardship calls for wise financial decision-making. The City manages its operating reserves primarily to provide for continuation of necessary services in the event of a severe disaster that might impact revenue sources. The City invests in capital improvements to generate increased revenues, to avoid costs such as escalating maintenance expenses, and to enhance the quality of life for businesses and residents. To the extent that the perceived quality of life results in higher levels of business activity and sustained property values, it is a significant element of fiscal stewardship.

This Foundation will be supported by the development and continued maintenance of improved financial modeling and forecasting currently underway.

Going forward:

- As the City improves its services and processes, it will seek to reduce costs, or improve services at the same cost

- As the City implements clientele and business attraction elements as well as asset management initiatives, it will assess the economic impact on revenue streams
 - As the City implements asset management initiatives, it will consider both the need to generate City income and the need to enhance the brand in ways that the private sector cannot
 - As the City implements infrastructure initiatives, it will assure the long-term viability of City assets, and make replace/repair decisions that optimize investment and performance
-

This foundational element speaks to the importance of Beverly Hills leading the way as a Smart City. It is smart to continually seek ways of improving customer service; smart to adopt strategies such as the Sustainable City Plan (SCP), which enshrines the City's commitment to environmentally friendly policies; smart to integrate new technologies and media into City programs; and smart to ensure that the community is well protected and prepared to respond to emergencies at a sustainable cost.

Going forward:

- As the City improves its services and processes, it will offer residents and businesses choices regarding personal and technology options when possible
- As the City implements clientele and business attraction elements, it will emphasize the welcoming spirit of the community, and highlight the safety and security of visitors and residents
- As the City implements asset management initiatives, it will include new technology and earth-friendly technologies in its design
- As the City implements infrastructure initiatives, it will use ecologically responsible technologies and ensure new technology is part of its infrastructure priority discussions
- As the City invests in employee development, it will continue to include "Disney Level" customer service and management training

5

FRIENDLY, SMART, GREEN, SAFE CITY

Ensuring a friendly, welcoming City that exceeds customer service expectations; integrating green technologies and policies into every level of City programming; continually updating technology and media to improve services and productivity; providing residential and visitor security and safety levels that are among the highest in the nation.

3

DASHBOARD MEASURES

- The City will track the success of this program by establishing a “Dashboard” to track changes as they are made to programs and initiatives. The dashboard will be refined as the City learns from its experiences going forward.

The Dashboard will include both overall measures, and Pillar-specific measures.

Overall measures ► will track the success of the Plan.

Pillar-specific measures ► are needed for two reasons:

The Pillars represent the best current thinking available about how to achieve program goals.

- By tracking Pillar success, the City will have advance warning of potential problems, and can act more quickly to address them.
- Also it is possible that the City will be able to document success in implementing pillar measures, but the economic sustainability of the City may still be threatened. In that case, it will be necessary to reconsider current assumptions about the importance of the Pillars to the City’s overall fiscal health.

Establishing baseline data and developing the means to track key indicators will be the focus of the measurement effort during 2011. In 2012 and beyond, the City will provide reports that show both current and historical information. The City can then understand and report how programs perform over time, and can include relevant performance information in decisions to keep, modify or abandon specific economic sustainability efforts.



PLATINUM EQUITY COURTYARD

Overall Measures

The overall program will be measured in two ways. Keeping in mind the program's vision – *fostering a vibrant economy while maintaining the character and quality of the community*, the City plans to track revenue streams as well as business, residential, and visitor satisfaction.

Revenue Stream Measures

The ultimate measure of any economic sustainability strategy will be how well the City's revenues support the character and quality of the community. The City will track how well the completion of priority projects affects its revenue streams, and whether those changes are larger or smaller than expected. While it is difficult to isolate the impact of individual projects, the City anticipates that the implementation of the economic sustainability program will increase revenues from the four principal revenue streams. This will be supported by the development and continued maintenance of the financial modeling effort currently underway. In addition, disciplined attention to the economic impacts of City initiatives may help avoid circumstances in which the City unintentionally takes actions that impair its economic growth.

Beverly Hills intends to benchmark its performance against other jurisdictions in order to separate the impact of implementing this Economic Sustainability from the ups and downs of the overall economy. The Plan will go a long way to succeeding if Beverly Hills can show higher percentage gains than competing jurisdictions in similar revenue streams. Beverly Hills will start by identifying which comparable jurisdictions it can best gather data on, and will benchmark:

Property Taxes ► Year-to-year change in assessed value of Beverly Hills residential and business properties as compared to year-to-year change in other Los Angeles County communities such as Bel Air, Brentwood, Holmby Hills, San Marino, and Santa Monica.

Transient Occupancy Taxes ► Changes in revenues generated through transient occupancy taxes, as compared to increases or decreases in competitive national and international luxury destinations. Monitoring revenue per available room in Beverly Hills and comparing it to competing locations.

Business Taxes ► Increases or decreases in revenues drawn from clusters important to the economic health of Beverly Hills, such as entertainment and finance industries seeking to understand how those changes relate to the overall health of the industries in Los Angeles.

Sales Taxes ► Changes in revenues generated through sales taxes compared to sales tax revenues in areas that draw similar shoppers, such as West Hollywood, Santa Monica, Costa Mesa and Newport Beach.

By gathering data on competitors, the City will attempt to account for the impact of factors, such as the overall health of the Southern California economy, over which the City has no control.

Residential, Business and Visitor Satisfaction Measures

From time to time in the past, the City has solicited business and residential views on a variety of subjects. It will be important to regularize those efforts to assure that these programs achieve the intended goal of enhancing the quality of life in the City. In 2011 and 2012, the City will design surveys to gather baseline data on resident and business satisfaction. Of particular interest in survey design will be questions that reveal whether economic sustainability initiatives are successful, or whether changes are warranted. Thereafter, surveys will be administered on alternating years to track and understand how businesses' and residents' opinions are changing.

In addition, the City will seek to combine an opinion survey of visitors and shoppers with the visitor impact analysis, coordinated bi-annually by the CVB. It will be important to expand the scope of that effort beyond historical measures to include shopping, spending, and length of stay for non-local visitors. The City will also seek to learn about shopping patterns of residents, local, and regional visitors, as well as their level of satisfaction with City amenities.

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| PILLARS | <i>Questions the Survey Will Cover:</i> |
|---|--|
| CLIENTELE ATTRACTION/ BUSINESS DEVELOPMENT | <ul style="list-style-type: none">■ Visitor opinion of Beverly Hills as a destination compared to benchmarked cities■ Business satisfaction with events and holiday decorations■ Percentage of residents that have attended at least one event |
| CITY SERVICE AND PROCESS ENHANCEMENT | <ul style="list-style-type: none">■ Business and community satisfaction with City processes, using International City Management Association or equivalent survey standards |
| INFRASTRUCTURE | <ul style="list-style-type: none">■ Business, residential satisfaction with physical infrastructure |
| FOUNDATIONS | |
| BEVERLY HILLS BRAND | <ul style="list-style-type: none">■ Residential understanding of and support for the Beverly Hills Brand■ Business understanding and support for the Beverly Hills Brand |
| COMMUNICATION AND OUTREACH | <ul style="list-style-type: none">■ Survey responses showing changes in awareness of City programs■ Survey responses soliciting how well the City has responded to requests/concerns voiced by the businesses and residents |
| QUALITY OF LIFE STEWARDSHIP | <ul style="list-style-type: none">■ Business, residential and visitor satisfaction with overall BH experience■ Business and residential satisfaction with parks and library facilities and services |
| FRIENDLY, SMART, GREEN,SAFE CITY | <ul style="list-style-type: none">■ Visitor and business satisfaction with directional signage/way-finding■ Residential satisfaction with police and fire services■ Satisfaction with the level of technology in the City■ Business and residential awareness of and satisfaction with City's Green program |

Pillar Measures

In addition to the overall measures, the City will track the success of some pillars and, within each, selected individual initiatives. Some measures, such as visitor metrics and investment in infrastructure, are already being tracked. The City will benefit from that reporting in the context of its economic sustainability program. Other indicators will require more complete definition and development. As an example, the City must establish the capacity to conduct impact assessments for its signature event programs, and measure the effect of its asset enhancement projects on targeted businesses and sectors.

For each of the pillars, the City will include satisfaction questions in the bi-annual surveys that will be administered as described on the opposite page.

Examples of supplemental measures include:

| PILLARS | Measures to Supplement Satisfaction Measures |
|---|---|
| CLIENTELE ATTRACTION/ BUSINESS DEVELOPMENT | <ul style="list-style-type: none">■ Number of visitors to Beverly Hills/Average length of their stay and spending■ Revenues from targeted development areas or clusters, e.g., nightlife■ Number of new nightlife-related businesses and businesses offering extended hours■ Economic impact assessment for signature events |
| CITY SERVICE AND PROCESS ENHANCEMENT | <ul style="list-style-type: none">■ Cycle times for processes■ Quality measures such as<ul style="list-style-type: none">• Letters of commendation or complaint• Results of "mystery" shopping• Percentage of staff decisions reversed on appeal |
| CITY-OWNED ASSET ENHANCEMENT | <ul style="list-style-type: none">■ Impact assessment for City-owned real estate investments■ Parking and lease revenue generation |
| INFRASTRUCTURE | <ul style="list-style-type: none">■ Net value after depreciation of real estate and infrastructure assets■ Percentage of Class A office buildings/Increase in new/renovated Class A square footage■ Average age of utility infrastructure |

4

IMPLEMENTATION

24

The City is already incorporating this economic sustainability approach into its decision-making processes.

- As the plan was being completed, the City launched a more comprehensive strategic planning effort that incorporated economic sustainability principles and goals.
- The City Council priority-setting process incorporated economic sustainability as one of four criteria for priority allocation; Council Members rated many of the programs and projects in this plan among the highest priority for the City in the coming year, elevating relevant projects (such as Greystone Maintenance and Improvement) to a primary level.
- The City will translate Council priorities into reality by identifying resources and developing funding schedules for inclusion in the budget.

These are important first steps. Going forward, the City will continue to include economic sustainability assessments in its budget process as a significant factor in budgeting and resource allocation. City staff will update recommendations for economic sustainability projects in each City Council priority-setting meeting. In addition, several refinements and improvements are planned, specifically:

- Integrating economic sustainability assessment into the City's Strategic Plan
- Building an assessment tool for economic sustainability benefits that will produce more precise and reliable forecasts
- Completing the development of a refined revenue forecasting model that will provide more specific projections, based on a deeper understanding of the City's economy
- Providing more refined forecasts for economic sustainability initiatives, including the specific revenue streams they are expected to impact.



CITY HALL TOWER

Costs associated with implementing this plan will be managed through the City's annual work program and budget process. Existing staff will be responsible for overall program management. The City may require additional funding for advisory services associated with certain measurement activities such as:

- Developing and enhancing financial modeling and forecasting systems
- Designing assessment systems that the City can regularly apply to gauge the economic impact of signature programs and events
 - Refining existing measurements and designing the effective reporting systems
- Enhancing the bi-annual visitor impact analysis, coordinated by the CVB, to include satisfaction measures, and targeting local and regional clientele in the scope
 - Creating professional survey instruments.

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