

MEETING DATE: 10/06/08

AGENDA ITEM: Authorization of a Professional Services Agreement with Modern Parking, Inc., for Parking Management Services at the Virginia Parking Lot.

ATTACHMENTS

Pages

1. Professional Services Agreement with Modern Parking, Inc. 1-8

CULVER CITY REDEVELOPMENT AGENCY

STANDARD FORM AGREEMENT

WITH: MODERN PARKING, INC.

FOR: PARKING MANAGEMENT SERVICES
VIRGINIA PARKING LOT, 10401-10601 VIRGINIA AVENUE

THIS AGREEMENT is made and entered into by and between the CULVER CITY REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "AGENCY", and MODERN PARKING, INC., a California corporation, hereinafter referred to as "CONTRACTOR".

1. CONTRACTOR'S SERVICES. Contractor agrees to perform during the term of this Agreement, the tasks, obligations, and services set forth in the "Scope of Service" attached to and incorporated into this Agreement as Exhibit "A".
2. TERM OF AGREEMENT. The term of this Agreement shall be for twenty (20) months from the effective date pursuant to Paragraph 27 of this Agreement and shall end on June 30, 2010, unless sooner terminated pursuant to this Agreement, or unless the term of this Agreement is amended by mutual written agreement of the parties.
3. PAYMENT FOR SERVICES. Agency shall pay for the services performed by Contractor pursuant to the terms of this Agreement, the compensation set forth in the "Schedule of Compensation" attached to and incorporated into this Agreement as Exhibit "B". The compensation shall be paid at the time and manner set forth in said Exhibit "B".
4. TIME FOR PERFORMANCE. Contractor shall not perform any work under this Agreement until (a) Contractor furnishes proof of (i) taxpayer I.D. pursuant to paragraph 14, (ii) Culver City Business Tax Certificate pursuant to paragraph 15 and (iii) insurance as required under Paragraph 7 of this Agreement; and, (b) Agency gives Contractor a written and signed duplicate original of this Agreement which constitutes Contractor's Notice to Proceed. All services required by Contractor under this Agreement shall be completed on or before the end of the term of the Agreement.
5. DESIGNATED REPRESENTATIVE (S)
Gary Pitts, Executive Vice President, shall be the designated Contractor Representative, and shall be responsible for job performance, negotiations,

contractual matters, and coordination with the Agency. Contractor's professional services shall be supervised by the Contract Representative.

6. HOLD HARMLESS. Contractor shall be responsible for any and all injuries to or death of any person, and for any and all damage to any and all real or personal property including Agency's or others, to the extent caused by or resulting from any acts, errors or omission of Contractor, its employees or its agents arising out of or connected with rendition of services hereunder. Contractor shall defend, hold harmless and indemnify Agency, the City of Culver City and each of their officers and employees from any and all liability claims, including costs, for damages to real or personal property, or personal injury or death, to the extent resulting from Contractor's, its employees or agents acts, errors or omissions arising out of or connected with rendition of services hereunder.
7. INSURANCE. Without limiting its obligations pursuant to Paragraph 6 of this Agreement, Contractor shall submit proof of Comprehensive General Liability insurance of minimum One Million Dollars (\$1,000,000) single limit coverage, Automobile Liability Insurance, Garage Keeper's Liability Insurance and Worker's Compensation Insurance in the statutorily required amounts. Proof of insurance shall consist of a Certificate of Insurance and endorsed by an endorsement, approved by Agency Counsel, similar to the Agency's Special Endorsement Form, attached hereto as Exhibit "C", executed by Contractor's insurer in amounts satisfactory to, and in a form approved by, Agency General Counsel.
8. INDEPENDENT CONTRACTOR STATUS. The Agency and Contractor agree that Contractor, in performing the services herein specified, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. Contractor shall be free to contract for similar service to be performed for other employers while under contract with Agency. Contractor is not an agent or employee of Agency, and is not entitled to participate in any pension plan, insurance, bonus or similar benefits Agency provides for its employees. Contractor shall be responsible to pay and hold Agency harmless from any and all payroll and other taxes and interest thereon and penalties therefor which may become due as a result of services performed hereunder.
9. NON-APPROPRIATION OF FUNDS. Payment due and payable to Contractor for current services is within the current budget and within an available, unexhausted and unencumbered appropriation of the Agency. In the event the Agency has not appropriated sufficient funds for payment of Contractor services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year. In the event such non-appropriation occurs after the end of the fiscal year, Agency shall pay Contractor for work performed beyond the end of the fiscal year, and this Agreement may then be terminated by Contractor.

10. ASSIGNMENT. This Agreement is for the specific services with Contractor as set forth herein. Any attempt by Contractor to assign the benefits or burdens of this Agreement without written approval of Agency shall be prohibited and shall be null and void; except that Contractor may assign payments due under this Agreement to a financial institution. Agency may assign its rights and obligations under this Agreement to the City of Culver City.
11. RECORDS AND INSPECTIONS. Contractor shall maintain full and accurate records with respect to all services and matters covered under this Agreement. Agency shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. Contractor shall maintain an up-to-date list of key personnel and telephone numbers for emergency contact after normal business hours.
12. OWNERSHIP OF CONTRACTOR'S WORK PRODUCT. Agency shall be the owner of any and all computations, plans, correspondence and/or other pertinent data, information, documents, and computer media, including disks and other materials gathered or prepared by Contractor in performance of this Agreement, or at any earlier or later time when the same may be requested by Agency. Such work product shall be transmitted to Agency within ten (10) days after a written request therefor. Contractor may retain copies of such products. All written documents that are intended for public review shall be provided to Agency in a format suitable for posting on the Internet.
13. NOTICES. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed as follows:
- To Agency: Culver City Redevelopment Agency
Attention: Todd Tipton
Redevelopment Administrator
9770 Culver Boulevard, 3rd Floor
Culver City, California 90232
- To Contractor: Modern Parking, Inc.
Attention: Gary Pitts, Executive Vice President
1200 Wilshire Blvd., Suite 300
Los Angeles, CA 90017
14. TAXPAYER IDENTIFICATION NUMBER. Contractor shall provide Agency with a complete Request for Taxpayer Identification Number and Certification, Form W-9, as issued by the Internal Revenue Service.
15. PERMITS AND LICENSES. Contractor shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement including, but not limited to, a Culver City business tax certificate.

16. APPLICABLE LAWS, CODES AND REGULATIONS. Contractor shall perform all work in accordance with all applicable laws, codes and regulations required by all authorities having jurisdiction over such work. Contractor agrees to comply with prevailing wage requirements as specified in the California Labor Code, Sections 1770, et seq.
17. PURCHASES OF SUPPLIES AND MATERIALS WITHIN CULVER CITY. For work performed, Contractor agrees to seek bids for supplies and materials from businesses located within the City of Culver City, with the intent to make purchases from these businesses if such purchases can be made at competitive prices.
18. RIGHT TO UTILIZE OTHERS. Agency reserves the right to utilize others to perform work similar to the services provided hereunder; provided that such services are provided for equipment not serviced pursuant to this Agreement.
19. MODIFICATION OF AGREEMENT. This Agreement may not be modified, nor may any of the terms, provisions or conditions be modified or waived or otherwise affected, except by a written amendment signed by all parties hereto.
20. WAIVER. If at any time one party shall waive any term, provision or condition of this Agreement, either before or after any breach thereof, no party shall thereafter be deemed to have consented to any future failure of full performance hereunder.
21. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Contractor shall be construed to be both a covenant and a condition.
22. RIGHT TO TERMINATE. Agency may terminate this Agreement at any time, with or without cause, in its sole discretion; provided that Agency, if this Agreement is terminated for cause, then Agency shall provide Contractor thirty-days' (30-days') written notice of the cause and an opportunity to cure such cause in a manner satisfactory to Agency, in the exercise of its discretion; provided, further, that if this Agreement is terminated without cause, then Agency shall provide thirty-days' (30-days') written notice.
23. EFFECT OF TERMINATION. Upon termination as stated in Paragraph 22 of this Agreement, Agency shall be liable to Contractor only for work performed by Contractor up to and including the date of termination of this Agreement, unless the termination is for cause, in which event Contractor need be compensated only to the extent required by law. Contractor shall be entitled to payment for work satisfactorily completed to date, based on a proration of the monthly fees set forth in Exhibit "B" attached hereto. Such payment will be subject to Agency's receipt of a closeout billing.

24. GOVERNING LAW. The terms of this Agreement shall be interpreted according to the laws of the State of California. If litigation arises out of this Agreement, then venue shall be in the Superior Court of Los Angeles County.
25. LITIGATION FEES. If litigation arises out of this Agreement for the performance thereof, then the court shall award costs and expenses, including attorney's fees, to the prevailing party. In awarding attorney's fees, the court shall not be bound by any court fee schedule but shall award the full amount of costs, expenses and attorney's fees paid or incurred in good faith.
26. INTEGRATED AGREEMENT. This Agreement represents the entire Agreement between the Agency and the Contractor, and all preliminary negotiations and agreements are deemed a part of this Agreement. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement, and any subsequent successors and assigns.
27. EFFECTIVE DATE. The effective date of this Agreement is November 1, 2008.

MODERN PARKING, INC.

Dated: _____

By _____

CULVER CITY REDEVELOPMENT AGENCY

Dated: _____

By _____

APPROVED AS TO FORM:

KANE, BALLMER & BERKMAN
Agency General Counsel

By _____
AGENCY GENERAL COUNSEL

EXHIBIT A
SCOPE OF SERVICE

WITH: MODERN PARKING, INC.

FOR: PARKING MANAGEMENT SERVICES
VIRGINIA PARKING LOT, 10401-10601 VIRGINIA AVENUE

Contractor shall provide all personnel, labor, equipment and materials necessary to perform the following:

I. Parking Management Services

- a. The on-duty parking attendant shall provide high quality service while assisting patrons of the Virginia Parking Lot;
- b. As needed, the attendant shall park patrons' cars in order to optimize the number of cars parked;
- c. All cars must be parked according to the parking plan provided by the traffic engineer consultant in 2003;
- d. The parking attendant shall verify that all monthly parking permit tags are valid. If no tag is visible or an invalid permit is shown, the attendant may arrange to have the offending car towed; and
- e. The parking attendant shall report any graffiti or damage observed on the site immediately to the graffiti hotline at (310) 253-6449.

II. Hours of Operation

One valet parking attendant will be provided Monday through Friday during the hours of:

7:30 a.m. – 6 p.m.

Agency and Contractor agree that these hours of operation may change as the need arises. Any change in the hours or days of operation shall be initiated by the Agency through a call to Contractor's designated management representative followed by a facsimile confirmation to Contractor.

III. Number of Attendants

One attendant will be on duty at all times during the hours of operation. If at any time it is deemed necessary to have two or more attendants to

accommodate the number of cars to be parked, additional attendants will be provided by the Contractor at a rate of \$15.50 per hour.

IV. Responsibilities of Contractor

- a. Contractor shall provide trained, courteous, fluent in English and uniformed attendants at all times;
- b. Contractor will provide all necessary supplies to operate the facility (e.g., valet parking supplies and time clock);
- c. Contractor will provide Agency with an itemized monthly invoice with timesheet information for each attendant at the end of each month;
- d. Contractor will provide a monthly report of number of cars parked and number of cars valet parked;
- e. Contractor will maintain a safe, organized and clean environment;
- f. Contractor will maintain supervisory personnel for consultation purposes; and,
- g. Advise Agency of problems or issues which arise.

V. Responsibilities of Agency

- a. Provide Contractor with 24-hour advance notice if Agency staff determines additional parking attendants or change in hours of operation are needed;
- b. Interface as necessary between the parking attendant and abutting and adjacent businesses and Culver City departments; and
- c. Reimburse Contractor for direct costs of materials and supplies identified herein.

Contractor's Initials _____

Agency Initials _____

EXHIBIT B
SCHEDULE OF COMPENSATION

WITH: MODERN PARKING, INC.

FOR: PARKING MANAGEMENT SERVICES
VIRGINIA PARKING LOT, 10401-10601 VIRGINIA AVENUE

- I. AMOUNT OF COMPENSATION. For performing and completing all work and services described in Exhibit "A" of this Agreement, and for providing all materials required therefor, Agency shall pay Contractor the following monthly fee:

THREE THOUSAND FIVE HUNDRED EIGHTY ONE DOLLARS AND FORTY SEVEN CENTS (\$3,581.47).

- II. BILLING. At the end of calendar month in which services are performed under this Agreement, Contractor shall submit one invoice.

The invoices should be forwarded to the Agency at the following address:

Attention: Todd Tipton, Redevelopment Administrator
Culver City Redevelopment Agency
9770 Culver Boulevard
PO Box 507
Culver City, CA 90232-0507

- II. METHOD OF PAYMENT. Payment to Contractor of the compensation specified in Paragraph 1 above shall be made within thirty (30) days after the Assistant Executive Director's determination that the billing submitted pursuant to Paragraph 2 above accurately reflects work satisfactorily performed.
- III. MAXIMUM COMPENSATION. Notwithstanding the foregoing, Contractor shall complete all the work and tasks described in Exhibit A for a total amount of compensation that does not exceed Seventy One Thousand, Six Hundred Twenty Nine Dollars and Forty Cents (\$71,629.40), which amount includes applicable sales tax, for a single attendant, plus any additional amount billed at \$15.50 per hour for a second attendant as requested by Agency up to a not-to-exceed maximum amount of Seventy Five Thousand, Two Hundred Ten Dollars and Eighty Seven Cents (\$75,210.87).

Contractor's Initials _____

Agency Initials _____