

MEETING DATE: March 19th, 2007

AGENDA ITEM : Contractual Services with Caleb Nelson.

ATTACHMENTS

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ATTACHMENT 1

Contract No. RA

CULVER CITY REDEVELOPMENT AGENCY

STANDARD FORM CONTRACT

WITH: CALEB NELSON

FOR: ECONOMIC DEVELOPMENT/REAL PROPERTY ASSISTANCE

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 CALEB NELSON, 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. EFFECTIVE DATE AND TERM OF AGREEMENT. The effective date of this Agreement shall be the date the Agency issues the Notice to Proceed to Contractor and the term of this Agreement shall continue from that date until the earlier of:
 - Upon completion of the Scope of Work described in Exhibit "A";
 - Termination, pursuant to Section 22;
 - Exhaustion of approved compensation, pursuant to Exhibit B, Section D, Maximum Compensation;
 - Or as otherwise modified, pursuant to Section 19.
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 insurance as required under Paragraph 7 of this Agreement. 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)

Caleb Nelson 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 actually performed by, or shall be immediately supervised by, the Contractor 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, 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, 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, Consultant shall submit one or more duly executed certificates of Automobile Liability in the minimum amount of \$100,000/\$100,000.
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 therefore which may become due as a result of services performed hereunder.
9. NON-APPROPRIATION OF FUNDS. Payment is due and payable to Contractor for current services are 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.
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. The Contractor shall maintain full and accurate records with respect to all services and matters covered under this Agreement. The 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 there from, 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 therefore. 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: Kellee Fritzal
9770 Culver Boulevard, Third Floor
Culver City, California 90232

To Contractor: Caleb Nelson
4211 Duquesne Ave #1
Culver City CA 90232

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, at its sole expense, 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.
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, with thirty (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 pro-ration of the monthly fees set forth in Exhibit "B" attached hereto. Such payment will be subject to Agency's receipt of a close-out 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, 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.

Contract No. RA_____

Dated:_____

By_____

CULVER CITY REDEVELOPMENT AGENCY

Dated:_____

By_____

APPROVED AS TO FORM:

KANE, BALLMER & BERKMAN

By_____

Agency General Counsel

ATTACHMENT 2

EXHIBIT A

CULVER CITY REDEVELOPMENT AGENCY

WITH: CALEB NELSON

FOR: ECONOMIC DEVELOPMENT/REAL PROPERTY ASSISTANCE

SCOPE OF SERVICE

Perform required services related to implementing the parking management program.

Evaluate parking management services of Modern Parking Systems and recommend changes as required regarding management of the parking structures.

Assist in Real Property maintenance related issues and review contract for services.

Other duties as agreed upon.

Agency Initials

Contractor Initials

ATTACHMENT 3

EXHIBIT B

CULVER CITY REDEVELOPMENT AGENCY

AGREEMENT WITH CALEB NELSON

FOR: ECONOMIC DEVELOPMENT/REAL PROPERTY ASSISTANCE

SCHEDULE OF COMPENSATION (TIME AND MATERIALS BASIS)

- A. METHOD OF PAYMENT. Payment for all work performed by CONTRACTOR pursuant to the terms of this Agreement, including CONTRACTOR'S meeting with Agency staff, shall be made on the basis of the hourly rates set forth below, plus actual out-of-pocket costs incurred in performing the work:

PERSONNEL

RATE PER HOUR

Caleb Nelson

\$25.00/per hour

Contractor agrees to discount the amount owed by 2% if payment by Agency is made within ten days after receipt of the invoice.

- B. BILLING. At the end of each calendar month in which services are performed or expenses are incurred under this Agreement, and prior to the 10th day of the following month, CONTRACTOR shall submit an invoice to the Agency at the following address:

Culver City Redevelopment Agency
Attn: Kellee Fritzal
9770 Culver Boulevard, 3rd floor
Culver City, CA 90232

The invoice submitted pursuant to this paragraph shall show the Agency Agreement Number, hours worked by each person who performed services during the billing period, the hourly rate of pay for each person who performed services, the dates on which the services were performed, a description of the services performed, actual out-of-pocket expenses incurred in the performance of the services, and such other information as Agency may reasonably require.

- C. TIME OF PAYMENT. Payment to CONTRACTOR shall be made within THIRTY (30) days after submittal of CONTRACTOR'S invoice and approval by Agency.
- D. 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 \$15,000, which amount includes all out-of-pocket expenses.

CULVER CITY REDEVELOPMENT AGENCY

Notwithstanding any inconsistent expression in the policy to which this endorsement is attached, or in any other endorsement now or hereafter attached thereto, or made a part thereof, it is agreed the policy shall and does:

1. Include the Culver City Redevelopment Agency, the City of Culver City, and the officers and employees of each as additional insureds in the policies described on the attached Certificate of Insurance as they may be held liable for injuries, death or damage to property arising out of or in connection with the named insured's activities related to the contract, executed by the named insured and the Agency. It is further agreed, this policy shall be primary and noncontributing with any other insurance or self insurance program available to the Culver City Redevelopment Agency and the City of Culver City, and includes a severability of interest clause; and
2. Provide any general aggregate limit shall apply separately to the above subject contract; and
3. Provide the naming of the additional insureds as herein provided shall not affect any recovery to which such additional insureds would be entitled under this policy if not named as such additional insureds; and
4. Provide the additional insureds named herein shall not be held liable for any premium or expense of any nature on this policy or any extension thereof; and
5. Provide the additional insureds named herein shall not by any reason of being so named be considered a member of any mutual insurance company for any purpose whatsoever; and
6. Provide the provisions of the policy shall not be changed, cancelled or otherwise terminated as to the interest of the additional insureds named herein without first giving thirty (30) days written notice thereof to the General Counsel of the Culver City Redevelopment Agency as follows:

General Counsel
Attention: Insurance Desk
Culver City Redevelopment Agency
P.O. Box 507
Culver City, California 90232-0507

This endorsement is effective _____, 20____, when signed below by an Authorized Representative of _____ and when issued to Agency shall be valid and form part of Policy(ies) No. _____ insuring _____, expiring on _____, and shall be the same amount and for the same coverage as the Policy(ies) to which it is attached.

Insurer: _____

By: _____

Name and Title: _____

OR NAME OF AGENT OR BROKER

Address _____

PROJECT NAME _____

Attention: _____

Attachment: **Certificate of Insurance**

By _____

(Signature of Authorized Representative)

(If signed by other than insurer, proof of authority to bind insurer must accompany this form)

SpecEndA
Rev. 6/12/97

Agency Initials

Contractor Initials

