

**City of Culver City, California
City Council Agenda Item Report**

MEETING DATE: 9/11/06

AGENDA ITEM: **Authorization to Enter into an Agreement with Ms. Beverly Sieker for Planning Records and Resource System Management Services.**

ATTACHMENTS

	<u>Page</u>
Exhibit A – Records and Resource System Management proposal	1 -3
Exhibit B – Matrix of Wage and Scope	4
Exhibit C – Proposed Agreement	5 -13

Beverly Sieker
1951 Swan Drive
Costa Mesa CA 92626

June 20, 2006

Mr. Thomas Gorham
Deputy Community Development Director
Planning Manager
City of Culver City
9770 Culver Boulevard
Culver City CA 90232

RE: **Proposal for Records and Resource System Management**

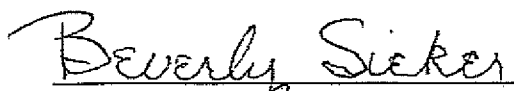
Dear Mr. Gorham,

In response to the Planning Division's need for an organized and updated system to manage their vast inventory of records and resources, I am submitting to you my proposal for the project. Having over 15 years of experience in clerical and administrative support to two municipal Community Development Departments, with six of those years directly involved with the City of Burbank's Planning Division, I feel that I have both the working knowledge and experience necessary to assist you in creating a system that will benefit your division. As you know, I have recently worked with your division, providing preliminary assessment of the organizational needs, purging outdated materials according to the City's requirements for record retention, and establishing an electronic database that will provide a means of verifying and locating files and records quickly and accurately.

I have included a Scope of Services, and a Schedule of Compensation, for your review. These constitute my proposal for the continuation of providing the City of Culver City's Planning Division with a well-organized records and resource management system.

I appreciate your consideration of my proposal, and look forward to hearing from you.

Sincerely,


Beverly Sieker

Scope of Services

The overall goal is to create a system whereby the complexity of the Planning Division's documents, audio and visual recordings, and project related materials can be inventoried, stored and archived in such a way that even the newest staff member can access them with ease. To provide this, I propose the following:

- Verify, and adhere to, all City requirements for record retention
- Work closely with Planning Division staff to recognize their policies and needs related to location of records and resources
- Purge and remove all non-required materials, recycling whenever possible
- Continue to update the newly established database to inventory the contents and location of files, resources, and project related materials
- Review each individual address and subject file to eliminate duplication, organize in a chronological format, and prepare new files as needed
- Establish location(s) and manner for identifying and retaining rolled project plans
- Relocate items as necessary for best use of space, and availability to staff
- Create a calendar for the support staff that will remind them of periodic purging to be done throughout the year
- Order appropriate supplies and equipment needed to support the reorganization process

Schedule of Compensation

Services shall be billed bi-weekly at the rate of \$35.00 per hour. Any actual out-of-pocket expenses incurred in performance of this project will be included on the invoice, designated as reimbursable expenses, and original receipts will be attached to that invoice.

Proposed total compensation, including all reimbursable expenses, is **\$ 40,000.**

Exhibit B

Records and Resource Manamanagement Cost Schedules

Vendor	Average Hourly Wage	Scope of Work
Beverly Sieker	\$35	Full Assessment and Conversion - not to exceed \$40,000
Hyder and Associates	\$75 - 150	Full Assessment and Conversion - \$115,346
Organize Your Space	\$125	One day Assessment \$1,500, Implementation/Conversion TBD
Icktus Consulting	\$80 - 175	Assessment, Software, Project Manager

CITY OF CULVER CITY
STANDARD FORM CONTRACT

WITH: BEVERLY SIEKER

FOR: PLANNING FILING SYSTEM REORGANIZATION

THIS AGREEMENT is made and entered into by and between THE CITY OF CULVER CITY, a municipal corporation, hereinafter referred to as "City," and BEVERLY SIEKER, hereinafter referred to as "Consultant."

1. CONSULTANT'S SERVICES. Consultant 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 from the effective date pursuant to Paragraph 27 of this Agreement and shall end upon satisfactory completion of the work, as reasonably determined by City's Deputy Community Development Director/Planning Manager.
3. PAYMENT FOR SERVICES. City shall pay for the services performed by Consultant 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. Consultant shall not perform any work under this Agreement until (a) Consultant furnishes proof of insurance as required under Paragraph 7 of this Agreement; and, (b) City gives Consultant a written and signed Notice to Proceed.
5. DESIGNATED REPRESENTATIVE(S)

Beverly Sieker shall be the designated Consultant Representative, and shall be responsible for job performance, negotiations, contractual matters, and coordination with the City. Consultant Representative shall actually perform the Scope of Service.

6. This paragraph intentionally omitted.
7. CITY INDEMNIFICATION. City agrees, in the event Consultant is named as a defendant in a civil action for any action or inaction arising out of the course and scope of Consultant's services, to provide Consultant such indemnification and liability insurance benefits as are required to be provided to an employee of City under the laws of the State of California,

including, but not limited to, the provisions of Government Tort Liability Act. With the exception of the indemnification provisions herein, Consultant understands and agrees she is solely responsible for acquiring any liability coverage she desires for activities related to this Agreement, including any professional liability, medical, disability, long-term care or other insurance.

8. INDEPENDENT CONSULTANT STATUS. City and Consultant agree that Consultant, in performing the services herein specified, shall act as an independent Consultant and shall have control of all work and the manner in which it is performed. Consultant shall be free to contract for similar service to be performed for other employers while under contract with City. Consultant is not an agent or employee of City, and is not entitled to participate in any pension plan, insurance, bonus, worker's compensation or similar benefits City provides for its employees. Consultant shall be responsible to pay and hold City 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 Consultant for current services is within the current budget and within an available, unexhausted and unencumbered appropriation of City. In the event City has not appropriated sufficient funds for payment of Consultant 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 Consultant as set forth herein. Any attempt by Consultant to assign the benefits or burdens of this Agreement without written approval of City shall be prohibited and shall be null and void; except that Consultant may assign payments due under this Agreement to a financial institution.
11. RECORDS AND INSPECTIONS. Consultant shall maintain full and accurate records with respect to all services and matters covered under this Agreement. City 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. Consultant shall maintain an up-to-date list of key personnel and telephone numbers for emergency contact after normal business hours.
12. OWNERSHIP OF CONSULTANT'S WORK PRODUCT. City 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 Consultant in performance of this Agreement, or at any earlier or later time when the same may be requested by City. Such work product shall be transmitted to City within ten (10) days after a written request therefor. Consultant

may retain copies of such products. All written documents shall be provided to City in digital and in hard copy form.

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 City: City of Culver City
Attention: Thomas Goreham
9770 Culver Boulevard
Culver City, CA 90232-0507

To Consultant: Beverly Sieker
XXXX
XXXX

14. TAXPAYER IDENTIFICATION NUMBER. Consultant shall provide City with a complete Request for Taxpayer Identification Number ("TIN") and Certification, Form W-9, as issued by the Internal Revenue Service. Consultant's Social Security Number is XXXXX.
15. PERMITS AND LICENSES. Consultant, 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. Consultant shall perform all work in accordance with all applicable laws, codes and regulations required by all authorities having jurisdiction over such work. Consultant 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, Consultant 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. City 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 Consultant shall be construed to be both a covenant and a condition.
22. RIGHT TO TERMINATE. City may terminate this Agreement at any time, with or without cause, in its sole discretion, with thirty-days' (30-days') written notice.
23. EFFECT OF TERMINATION. Upon termination as stated in Paragraph 22 of this Agreement, City shall be liable to Consultant only for work satisfactorily performed by Consultant up to and including the date of termination of this Agreement, unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant 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 City'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, 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 City and Consultant, 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 the date it is signed on behalf of City, and shall remain in full force and effect until amended or terminated; provided, that the indemnification and hold harmless provisions shall survive the termination.

BEVERLY SIEKER

Dated: _____

CITY OF CULVER CITY, CALIFORNIA

Dated: _____ By _____
Jerry Fulwood
City Manager

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Susan Evans
Community Development Director

Carol A. Schwab
City Attorney

APPROVED AS TO FINANCING:

Marlee Chang
City Controller

EXHIBIT A

CITY OF CULVER CITY
AGREEMENT

WITH: BEVERLY SIEKER

FOR: Planning Records and Resource System Management

SCOPE OF SERVICE

Consultant shall perform the following tasks:

1. Reorganize and inventory the Planning Division's documents to include audio and visual recordings into an efficient and easily maintained resource system.
2. Work closely with the Planning Manager and other Planning staff to recognize their policies and needs related to the location of records and resources. Verify, and adhere to, all City requirements for record retention.
3. Continue to update the newly established database to inventory the contents and location of files, resources, and project related materials.
4. Review each individual address and subject file to eliminate duplication, organize in a chronological format and prepare new files as needed.
5. Establish location(s) and manner for identifying and retaining rolled project plans. Relocate items as necessary for best use of space, and availability to staff.
6. Other related tasks including ordering appropriate supplies and equipment needed to support the reorganization process and purging all non-required materials, recycling whenever possible.

Exhibit A approved:

Consultant

Date

(Signatures continued)

EXHIBIT B

CITY OF CULVER CITY
AGREEMENT

WITH: BEVERLY SIEKER

FOR: PLANNING FILING SYSTEM REORGANIZATION

SCHEDULE OF COMPENSATION
(TIME AND MATERIALS BASIS)

- A. METHOD OF PAYMENT. Payment for all work performed by Consultant pursuant to the terms of this Agreement, including Consultant's meeting with City 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:

<u>PERSONNEL</u>	<u>RATE PER HOUR</u>
Beverly Sieker	\$35

This contract will not exceed \$40,000.

- B. BILLING. At the completion of each task as outlined below and other expenses incurred under this Agreement, Consultant shall submit an invoice to the City at the following address:

City of Culver City
Attn: Elaine Gerety Warner
9770 Culver Boulevard
Culver City, CA 90232-0507

The invoice submitted pursuant to this paragraph shall show the City Agreement Number, task completed, and total hours worked by Consultant, the hourly rate of pay, 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 City may reasonably require.

- C. TASK OVERVIEW. Upon completion of each outlined task, consultant may submit an invoice for repayment.

Task 1 Meeting with Planning staff to determine priorities for organizing file systems and cross-reference criteria. Order necessary

office supplies. Edit existing database to include categories determined by staff input. Initiate training of support staff regarding database.

- | | |
|---------|--|
| Task 2 | Cull, organize and label address files "A - B" |
| Task 3 | Cull, organize and label address files "C" |
| Task 4 | Cull, organize and label address files "D - G" |
| Task 5 | Cull, organize and label address files "H - I" |
| Task 6 | Cull, organize and label address files "J" |
| <hr/> | |
| Task 7 | Cull, organize and label address files "K - N" |
| Task 8 | Cull, organize and label address files "O - R" |
| Task 9 | Cull, organize and label address files "S" |
| Task 10 | Cull, organize and label address files "T - Z" |
| Task 11 | Cull, organize and label subject files "A - L" |
| Task 12 | Cull, organize and label subject files "M - Z" |
| Task 13 | Complete all cross referencing between address and subject files |
| Task 14 | Complete cross referencing between files and plans (rolled) |
| Task 15 | Complete database with all updated information |
| Task 16 | Complete training of support staff and planners |
| Task 17 | Miscellaneous follow-up deemed necessary by Planning Director |

D. TIME OF PAYMENT. Payment to Consultant shall be made within thirty (30) days after submittal of Consultant's invoice and approval by City, in accordance with City's normal demand procedure.

E. MAXIMUM COMPENSATION. Notwithstanding the foregoing, Consultant shall complete all the work and tasks described in Exhibit A for a total amount of compensation that does not exceed Forty Thousand Dollars (\$40,000.00), which amount includes all out-of-pocket expenses.

Exhibit B approved:

Consultant

Date

Thomas Gorham
Deputy Comm Dev Dir/Planning Mgr

Date

Susan Evans
Community Development Director

Date