

MEETING DATE: 01/24/11

AGENDA ITEM:

APPROVAL OF THE THIRD AMENDMENT TO THE EXISTING PROFESSIONAL SERVICES AGREEMENT WITH MODERN PARKING, INC. FOR PARKING STRUCTURE MANAGEMENT SERVICES RELATED TO THE CARDIFF, INCE, AND WATSEKA PARKING STRUCTURES

ATTACHMENTS

<u>Item</u>	<u>Description</u>	<u>Pages</u>
1.	Third Amendment to Agreement No. RA 06-53	1 - 7

THIRD AMENDMENT TO AGREEMENT NO. RA06-53
BETWEEN THE
CULVER CITY REDEVELOPMENT AGENCY AND
MODERN PARKING INC.
FOR: OPERATION AND MANAGEMENT SERVICES FOR THE CARDIFF, INCE AND
WATSEKA PARKING STRUCTURES

THIS THIRD AMENDMENT is made and entered into by and between the CULVER CITY REDEVELOPMENT AGENCY, hereinafter referred to as "Agency", and MODERN PARKING INC, a California Corporation, hereinafter referred to as "Contractor".

WHEREAS, on August 1, 2006, Contractor and Agency entered into Agreement No. RA06-53 for operations and management services for the Cardiff, Ince and Watseka Parking Structures (the "Agreement"); and

WHEREAS, on August 1, 2009, the Agency approved a first amendment to the Agreement to extend the term of the contract, increase the amount of compensation and include additional services (the "First Amendment");

WHEREAS, on January 4, 2010, the Agency approved a second amendment to the Agreement to extend the term of the contract and increase the amount of compensation and include additional services (the "Second Amendment"); and

WHEREAS, all references to "the Agreement," herein, shall mean the Agreement, as previously amended; and

NOW, THEREFORE, Agency and Contractor hereby agree to amend the Agreement as follows:

1. Paragraph 2 of the Agreement is amended to read as follows: "The term of this agreement shall be for one (1) year from the effective date of this Third Amendment and shall end when amended, terminated or January 31, 2012, whichever occurs first."
2. Exhibit B, Schedule of Compensation, attached to the Second Amendment, shall be replaced in its entirety with the Exhibit B, Schedule of Compensation, attached hereto and incorporated herein by this reference.
5. Exhibit D, Insurance requirements, attached hereto and incorporated herein by this reference shall be satisfied as a condition to the effectiveness of this Third Amendment.
6. Except as expressly set forth herein, all terms and conditions of the Agreement, as previously amended, shall remain in full force and effect.

ATTACHMENT 1

7. The effective date of this Third Amendment is January 31, 2011.

MODERN PARKING INC.

Dated: _____

By _____
Lori Pinson, Vice President

CULVER CITY REDEVELOPMENT AGENCY

Dated: _____

By _____
John Nachbar, Executive Director

APPROVED AS TO FORM:
Kane, Ballmer & Berkman

By _____
General Counsel

EXHIBIT B

CULVER CITY REDEVELOPMENT AGENCY AGREEMENT

WITH: MODERN PARKING INC.

FOR: PARKING STRUCTURE MANAGEMENT SERVICES FOR
THE CARDIFF, INCE AND WATSEKA PARKING STRUCTURES

SCHEDULE OF COMPENSATION

- 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 the City Agency shall pay Contractor the following, which includes payment for direct cost of staffing services and reimbursement for all direct operating expenses, including insurance costs:

Schedule of Compensation				
Term: January 31, 2011 - January 31, 2012				
Parking Structures	Cardiff PS	Watseka PS	Ince PS	Total
Fee	\$113,000	\$112,000	\$294,500	\$519,500

Notwithstanding the foregoing, for Contractor's satisfactory completion of the scope of services as described in Exhibit A:

Agency shall pay Contractor a total sum of Five-Hundred and Nineteen Thousand and Five-Hundred Dollars (\$519,500); provided, that Agency's Assistant Executive Director, in the exercise of his sole discretion, is authorized to increase that total fee by up to Ten Percent (10%) for additional services due to unexpected causes.

The above amount shall include all out of pocket expenses incurred by Contractor in the performance of such service, except for the following costs, which shall not be reimbursed:

- a. General overhead expenses, including but not limited to administrative, non-payroll taxes, levies, governmental fees, insurance (except to the extend Garage Keeper Insurance coverage for the parking structures is included in the chart above) and related costs, expenses other than those incurred in the operation of the Parking Structures or the other operations of Contractor, and costs incurred in the general management of the affairs of Contractor's other operations;

- b. Maintenance of the general books and records of Contractor;
 - c. Office supplies and equipment used by Contractor which are not used exclusively for the Parking Structures;
 - d. Postal, telephone and travel expenses related to the management of the Parking Structures; and
 - e. The cost of any managers or supervisors who are not employed at the Parking Structures on a full time basis.
- II. BILLING. At the end of calendar month in which services are performed or expenses are incurred under this Agreement, Contractor shall submit one invoice per structure, which includes the following information, at a minimum:
- a. Wages (with some type of payroll summary form attached)
 - b. Payroll Taxes (with some type of payroll summary form attached)
 - c. Insurance (list the various types and amounts)
 - d. Supplies & Materials (an invoice and/or proof of payment should be attached)
 - e. Repairs & Maintenance (an invoice and/or proof of payment should be attached)
 - f. Sweeping
 - g. Uniforms/Badges
 - h. License/Permits
 - i. Daily Income
 - j. Monthly Income

If expenses are not incurred in a category for a given month, the category should be listed with zero dollars noted.

The invoices for the operations and management of the Ince, Cardiff and Watseka parking Structures should be forwarded to the Agency at the following address:

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

ATTACHMENT 1

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

IV. 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 Five Hundred Nineteen Thousand Five Hundred Dollars (\$519,500), which amount includes all out-of-pocket expenses.

EXHIBIT B APPROVED:

MODERN PARKING INC.

AGENCY

EXHIBIT "D"

CULVER CITY REDEVELOPMENT AGENCY AGREEMENT

WITH: MODERN PARKING INC.

FOR: PARKING STRUCTURE MANAGEMENT SERVICES FOR
THE CARDIFF, INCE AND WATSEKA PARKING STRUCTURES

INSURANCE REQUIREMENTS

A. Policy Requirements.

Contractor shall submit duly executed certificates of insurance for the following:

1. An occurrence based Comprehensive General Liability ("CGL") policy, at least as broad as ISO Form CG 0001; in the minimum amount of One Million Dollars (\$1,000,000) each occurrence, with not less than Two Million Dollars (\$2,000,000) in annual aggregate coverage.

The CGL Policy shall have the following requirements:

- a. The policy shall provide coverage for personal injury, bodily injury, death, accident and property damage and advertising injury, as those terms are understood in the context of a CGL policy. The coverage shall not be excess or contributing with respect to Agency's self-insurance or any pooled risk arrangements;
- b. The policy shall provide \$1,000,000 combined single limit coverage for owned, hired and non-owned automobile liability;
- c. The policy shall include coverage for liability undertaken by contract covering, to the maximum extent permitted by law. Contractor's obligation to indemnify the Indemnities as required under Paragraph 6 of the Agreement;
- d. The Policy shall not exclude coverage for Completed Operations Hazards or Athletic or Sports Participants; and
- e. The Agency, City of Culver City, members of its City Council, its boards and commissions, officers, agents, and employees will be named as an additional insured in an endorsement to the policy, which shall be provided to the Agency and approved by the Agency's General Counsel and City Attorney.

2. Business Automobile Liability Insurance coverage in the amount of One Million Dollars (\$1,000,000), providing coverage for use of mobile equipment (i.e. heavy mobile equipment or vehicles primarily for use in an off-road environment), to

the extent that (1) such mobile equipment will be used within the City limits or on Agency business, and (2) coverage for mobile equipment is not otherwise covered by the CGL policy listed in subparagraph (a), above.

3. Professional/Negligent Acts, Errors and Omissions Insurance in the minimum amount of One Million Dollars (\$1,000,000) per claim, and shall include coverage for separate "personal injury" alleged to have been committed in the course of rendering professional services, unless such coverage is provided by the CGL policy listed in subparagraph (a), above.

Workers' Compensation limits as required by the Labor Code of the State of California with Employers' Liability limits of One Million Dollars (\$1,000,000.00) per accident, if the Agreement will have Contractor employees working within the City limits.

B. Waiver by Agency or City.

Agency or City may waive one or more of the coverages listed in Section A, above. This waiver must be express and in writing, and will only be made upon a showing by the Contractor that its operations in and with respect to Agency are not such as to impose liability within the scope of that particular coverage.

C. Additional Insurance Requirements.

1. All insurance listed in Paragraph A shall be issued by companies licensed to do business in the State of California, with a claims paying ability rating of "BBB" or better by S&P (and the equivalent by any other Rating Agency) and a rating of A:VII or better in the current Best's Insurance Reports;

2. Contractor shall provide Agency with at least thirty (30) days prior written notice of any modification, reduction or cancellation of any of the Policies required in Paragraph A, or a minimum of ten (10) days notice for cancellation due to non-payment.

3. Agency or City may increase the scope or dollar amount of coverage required under any of the policies described above, or may require different or additional coverages, upon prior written notice Contractor.