



AGENDA REPORT

Meeting Date: June 21, 2011
Item Number: F-8
To: Honorable Mayor & City Council
From: Chad Lynn, Director of Parking Operations
Subject: APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND THE CITY OF WEST HOLLYWOOD FOR PARKING REVENUE COLLECTION AND VERIFICATION SERVICES, and;

APPROPRIATING \$126,000 IN THE 2011/2012 BUDGET FOR STAFFING AND MATERIAL TO CARRY OUT THE AGREEMENT

Attachments: 1. Agreement

RECOMMENDATION

It is recommended that the City Council approve the agreement between the City of Beverly Hills and the City of West Hollywood in which the City of Beverly Hills will provide parking meter revenue collection and verification services for consideration in the amount of \$178,418; and,

It is also recommended the City Council approve an appropriation to the Parking Meter program number 81-07401 of \$126,000 in the 2011/2012 budget for the necessary staffing and materials to carry out the scope and terms of the agreement.

INTRODUCTION

Since 1996 the City of Beverly Hills has provided parking meter revenue collection and verification services to the City of West Hollywood for their on-street inventory of parking meters.

The current agreement terminates June 30, 2011 and the City of West Hollywood has indicated a desire to enter into another agreement for these services for a one-year term with the opportunity for two one-year extension s, commencing July 1, 2011.

DISCUSSION

City of Beverly Hills staff is scheduled to report to the City of West Hollywood twice per week and on an on-call basis to collect parking revenue from on-street and off-street single and multi-space parking meters. Once the revenue is collected, staff returns to the City of Beverly Hills to count, verify and deposit revenues on behalf of the City of West Hollywood. The City of Beverly Hills currently operates approximately 2,700 of its own single-space parking meters along with 20 multi-space parking machines located on the Santa Monica 5 lots. The City of West Hollywood operates approximately 1,755 single-space parking meters, 300 of which are collected twice per week, and nine multi-space meters.

In 1996, when the original version of this agreement was entered into, the City of Beverly Hills added one additional FTE to address with the additional service hours needed to perform the duties of this agreement. During the preparation for the 2011/2012 budget, the City of West Hollywood indicated they were seeking alternative methods to providing this service and may not be renewing this agreement for the 2011/2012 budget year. In order to provide a conservative and accurate 2011/2012 budget document staff did not include the revenues or expenses related to this agreement. Additionally, staffing was reduced by one FTE through attrition as part of a planned retirement in the current fiscal year.

On Monday, June 6, 2011, the City Council of the City of West Hollywood indicated they wished to continue this service and approved the attached agreement. In order to properly carry out the scope and terms of this agreement, additional expenses, including restoring the previously eliminated FTE, will be necessary. Based on the approval of this agreement and the associated appropriation, the budget will be updated to reflect the additional revenues and expenses.

If the City Council does not wish to continue to provide these services as a matter of policy, staff recommends the City Council approve the current agreement and direct staff to develop a 120 day transition plan with the City of West Hollywood. The agreement provides language to terminate, without cause, with 90 days notice. Compensation under the new agreement provides additional revenues over 2010/2011 levels for the same services under the terms of the expiring agreement.

FISCAL IMPACT

All revenues and expenses for this program accrue to the Parking Enterprise Fund.

The proposed agreement provides for consideration in the amount of \$178,418 for the 2011/2012 fiscal year and provides for escalations each subsequent year based on the CIP escalation equivalent to that of the of the City's Schedule of Fees & Charges.

Revenues and expenses related to this agreement will be in addition to those currently established in the current 2011/2012 budget.

An appropriation of \$126,000 is the maximum necessary to add the necessary staffing and materials to carry out the scope and terms of this agreement.

Meeting Date: June 21, 2011

This agreement provides an additional \$52,418, after direct expense, toward the recovery of fixed expenses associated with operating the Parking Enterprise.



Scott Miller
Finance Approval



David Gustavson
Approved By

Council will be notified if agreement
has not been signed by Tuesday.

Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND CITY OF WEST HOLLYWOOD FOR PARKING
REVENUE COLLECTION AND VERIFICATION SERVICES

NAME: CITY OF WEST HOLLYWOOD

RESPONSIBLE PRINCIPAL OF CITY OF WEST HOLLYWOOD: Paul Arevalo, City Manager

CITY OF WEST HOLLYWOOD'S ADDRESS: City of West Hollywood
8300 Santa Monica Blvd.
West Hollywood, CA 90069

CITY OF BEVERLY HILLS' ADDRESS: City of Beverly Hills
345 Foothill Road
Beverly Hills, CA 90210
Attention: Chad Lynn
Director of Parking Operations

COMMENCEMENT DATE: July 1, 2011

TERMINATION DATE: June 30, 2012, unless extended for two additional one-year periods pursuant to Section 2

CONSIDERATION: Fiscal Year 2011-12: Not to exceed \$178,418 and more fully described in Exhibit B

Future Fiscal Years: Not to exceed an amount established by Beverly Hills for each fiscal year as set forth in the Beverly Hills Schedule of Fees & Charges

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND CITY OF WEST HOLLYWOOD FOR PARKING
REVENUE COLLECTION AND VERIFICATION SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "Beverly Hills"), and City of West Hollywood (hereinafter called "West Hollywood").

RECITALS

A. West Hollywood owns, maintains and operates a parking meter and parking machine system which consists of 1,755 parking meters and 9 Pay By Spaces Machines controlling 45 spaces, the location and description of which are more particularly described in Exhibit A, attached hereto and incorporated herein by this reference.

B. West Hollywood desires to hire a contractor to perform parking revenue collection and verification services.

C. Government Code section 6502 authorizes local agencies to contract for services with one another.

D. Beverly Hills has the necessary resources and experience to perform parking revenue collection and verification services and West Hollywood desires to hire Beverly Hills to perform such services for the Program.

NOW, THEREFORE, the parties agree as follows:

Section 1. Beverly Hills's Services. Beverly Hills shall perform the services as described in Exhibit A, attached hereto and incorporated herein, to the full satisfaction of West Hollywood.

Section 2. Time of Performance. Beverly Hills shall perform the services on or by the Termination Date set forth above. The City Manager or his designee may extend the Agreement in writing for up to two (2) additional one-year periods pursuant to the same terms and conditions of the Agreement

Section 3. Compensation. West Hollywood shall pay Beverly Hills the amount set forth above based on the costs set forth in Exhibit B. West Hollywood shall make payment to Beverly Hills within thirty (30) days of receipt of an itemized statement on a form acceptable to West Hollywood for Beverly Hills's services performed.

Section 4. Independent Contractor. Beverly Hills is and shall at all times remain, as to West Hollywood, a wholly independent contractor. Neither West Hollywood nor any of its agents shall have control over the conduct of Beverly Hills or any of Beverly Hills's employees, except as herein set forth. Beverly Hills 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 West Hollywood.

Section 5. Assignment. This Agreement may not be assigned in whole or in part by either party, without the prior written consent of West Hollywood.

Section 6. Responsible Principals.

(a) West Hollywood's Responsible Principal set forth above shall be principally responsible for West Hollywood's obligations under this Agreement and shall serve as principal liaison between Beverly Hills and West Hollywood. Beverly Hills shall be notified in writing of the designation of another Responsible Principal by West Hollywood.

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

Section 7. Personnel. All of the services required under this Agreement shall be performed by Beverly Hills employees. Persons employed by Beverly Hills to perform such services shall not be considered employees of West Hollywood for any purpose.

Section 8. Insurance Requirements. Beverly Hills shall maintain the following insurance coverage or provide proof of self-insurance as described in paragraph f. of this Section:

(a) General Liability. Beverly Hills shall, at its own cost and expense, procure and maintain in force policies of commercial General Liability Insurance in a combined single limit amount of at least \$1,000,000 covering the services to be rendered hereunder.

(b) Comprehensive Auto Liability. Beverly Hills shall, at its own cost and expense, procure and maintain in force policies of Comprehensive Auto Liability Insurance in a combined single limit amount of at least One Million Dollars (\$1,000,000) covering the services to be rendered hereunder.

(c) Worker's Compensation. Beverly Hills shall provide Worker's Compensation Insurance for its employees providing services under this Agreement with statutory limits and shall be solely liable for its employees performing services under this Agreement, including but not limited to, compensation payable on account of injury occurring to Beverly Hills' employees in the course of and arising out of the services.

(d) Cargo Coverage. Beverly Hills shall insure against loss caused by the dishonesty of its employees under its existing public employee dishonesty blanket bond, including any renewals. In addition, Beverly Hills shall obtain Money and Securities (in & out) insurance within a reasonable time, not to exceed sixty (60) days, after the commencement of this Agreement. Money and securities insurance shall provide limits of liability of Twenty-five Thousand Dollars (\$25,000) per day, One Hundred Thousand Dollars (\$100,000) per year.

(e) Additional Insurance Requirements. All insurance required by this Agreement shall be procured from an insurer authorized to do business in California, shall be subject to the approval of West Hollywood, which approval shall not be unreasonably withheld, shall provide primary and not excess coverage, shall name West Hollywood, its officers and employees as additional insureds and shall contain provisions that prohibit cancellation, without thirty (30) days prior written notice to West Hollywood.

(f) Self-Insurance. Beverly Hills, at its discretion, may self-insure all or any portion of the insurance required under paragraphs a, b or c of this Section 8.

Section 9. Indemnification. Pursuant to Government Code section 895.4, West Hollywood and Beverly Hills agree to bear responsibility for the negligent or wrongful acts, errors and omissions of their respective employees in the performance of this Agreement and that neither West Hollywood or Beverly Hills shall bear responsibility for the negligent or wrongful acts, errors or omissions of the employees of the other.

Section 10. Termination.

(a) Beverly Hills or West Hollywood may cancel this Agreement at any time upon ninety (90) days written notice to the other party. Beverly Hills 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 West Hollywood, due to no fault or failure of performance by Beverly Hills, Beverly Hills shall be paid full compensation for all services performed by Beverly Hills, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, Beverly Hills shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid to Beverly Hills for the full performance of the services required by this Agreement.

Section 11. Notice. Any notice required to be given to Beverly Hills shall be deemed duly and properly given upon delivery, if sent to Beverly Hills postage prepaid to the Beverly Hills's address set forth above or personally delivered to Beverly Hills at such address or other address specified to West Hollywood in writing by Beverly Hills.

Any notice required to be given to West Hollywood shall be deemed duly and properly given upon delivery, if sent to West Hollywood postage prepaid to West Hollywood's address set forth above or personally delivered to West Hollywood at such address or other address specified to Beverly Hills in writing by West Hollywood.

Section 12. Miscellaneous Provisions.

(a) Beverly Hills hereby affirms it does not honor the Arab League Boycott of Israel.

(b) Beverly Hills represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color,

medical condition, sex, sexual orientation and/or gender identity, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition.

Section 13. Attorney's Fees. In the event that West Hollywood or Beverly Hills commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

Section 14. Entire Agreement. This Agreement represents the entire integrated agreement between West Hollywood and Beverly Hills, 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 West Hollywood and Beverly Hills.

Section 15. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 16. 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.

Section 17. Authority. Each party warrants that the individual(s) signing this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

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

CITY OF BEVERLY HILLS
A Municipal Corporation

BARRY BRUCKER
Mayor of the City of
Beverly Hills, California

[Signatures continue]

ATTEST:

_____(SEAL)
BYRON POPE
City Clerk

APPROVED AS TO FORM:

City Attorney
LAURENCE S. WIENER

APPROVED AS TO CONTENT:

JEFFREY KOLIN
City Manager

DAVID D. GUSTAVSON
Director of Public Works & Transportation

KARL KIRKMAN
Risk Manager

CITY OF WEST HOLLYWOOD
A Municipal Corporation

PAUL AREVALO
City Manager

ATTEST:

_____(SEAL)
THOMAS R. WEST
City Clerk

EXHIBIT A

SCOPE OF SERVICES

Beverly Hills shall collect parking meter revenue from approximately 1755 parking meters at various locations in the City of West Hollywood, on routes and schedules to be established jointly.

Beverly Hills shall make a second collection each week of three hundred (300) meters located on Sunset Boulevard and side streets, specific locations to be established jointly.

Beverly Hills shall verify, count and sort the coin collected from said meters and Pay by Space machines. Random supervision by a West Hollywood employee may occur. All coins shall be counted by denomination.

Beverly Hills shall be responsible for lubricating all of the parking meter head vault locks, the locks on the collection canisters and the locks on the collection cart coin dump heads. West Hollywood shall provide Beverly Hills with the manufacturer recommended lubricants. In addition, Beverly Hills is authorized to forcibly open a damaged or jammed coin canister to ensure that all coins are deposited.

Beverly Hills shall be responsible for replacing annually all parking meter batteries. West Hollywood shall provide Beverly Hills with manufacturer recommended batteries.

Beverly Hills shall be responsible for collecting and counting coins received by the nine automated Pay by Space parking meters controlling 45 spaces.

In the event West Hollywood requests additional parking revenue collection services beyond those set forth in the Agreement, and should Beverly Hills agree to provide those additional services, then, prior to any obligation of Beverly Hills to provide those additional services, the parties agree they will execute an Amendment requiring West Hollywood to pay Beverly Hills for the additional services upon the same terms (including compensation rate) and conditions as set forth in the Agreement.

Beverly Hills shall bag all counted coin in Federal size bags and securely seal.

Beverly Hills shall submit to West Hollywood a daily detailed collection report based on specific meters collected within designated collection zones.

Beverly Hills shall deliver all bagged coins to a bank designated by West Hollywood according to a schedule established by mutual agreement. All costs associated with the transportation of the bagged coins from the City of Beverly Hills coin counting facility located at 345 Foothill Road to the designated central banking facility (Bank of America) shall be at the expense of the City of West Hollywood.

Beverly Hills personnel performing services shall be issued standard Beverly Hills uniforms so that individuals are identifiable as Beverly Hills staff.

Beverly Hills shall report the number and location of any and all meters which lack coin cans or which are inoperative (jammed, bagged, or damaged).

Beverly Hills shall periodically be required to participate in financial audits determined by West Hollywood for designated collection routes by use of handheld computers.

Beverly Hills shall be responsible for equipment provided by West Hollywood that is lost or damaged, including but not limited to hand held data terminals, meter keys, collection carts and canisters. If one or more keys are lost while in the possession of Beverly Hills, Beverly Hills shall be responsible for reimbursing West Hollywood for all costs and expenses incurred to replace all locks containing the same combination as the lost key. Beverly Hills shall be billed for West Hollywood's actual cost of replacement, including labor and materials. The replacement locks shall not be the same combination as another currently in use by West Hollywood. In the event Beverly Hills fails to reimburse West Hollywood within thirty (30) days after a request for reimbursement is submitted West Hollywood may deduct costs from moneys due and owing Beverly Hills under this agreement.

Beverly Hills shall have full and free access to West Hollywood property to the extent that such access is necessary for Beverly Hills to perform its obligations under this Agreement. Beverly Hills shall also have access to any and all documents maintained by West Hollywood relating to the West Hollywood parking meter system. Upon request, West Hollywood shall have the right to inspect the records maintained by Beverly Hills in performing its services under this Agreement.

EXHIBIT B

RATES

Fiscal Year 2011-2012: Flat fee of \$178,418 for meter collections as outlined in Exhibit A including battery replacement labor and counting equipment maintenance plus fifteen (15) percent for all expenses or repairs outside the scope of Exhibit A.

Future Fiscal Years: Not to exceed an amount established by Beverly Hills for each fiscal year as set forth in the Beverly Hills Schedule of Fees & Charges

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

- A.
- B.
- C.

ADDRESS

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	LIMITS		
				B.I.	P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED <input type="checkbox"/> OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' 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: Contractor 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 contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor 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 _____

RM02.DOC REVISED 10/14/96.