



Community Redevelopment Agency Staff Report

DATE: December 17, 2008

SUBJECT: APPROVING A CONTRACT AGREEMENT WITH CANYON COMMERCIAL SERVICES, INC. FOR CONSULTING SERVICES, WHICH PROVIDE ASSISTANCE AND ADVICE TO THE CITY AND THE COMMUNITY REDEVELOPMENT AGENCY IN THE MARKETING AND MANAGEMENT OF THE PALM SPRINGS "DOWNTOWN."

FROM: David H. Ready, Executive Director

BY: Assistant City Manager
Community and Economic Development Department

SUMMARY:

Staff is requesting that the City Council approve a Contract Agreement with Canyon Commercial Services, Inc. to provide the City/Agency with consulting services, which provide assistance and advice to the City and the Community Redevelopment Agency in the marketing and management of the Palm Springs "Downtown."

RECOMMENDATION:

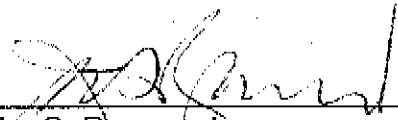
1. Approve a Contract Agreement with Canyon Commercial Services, Inc. for consulting services which provide assistance and advice to the City and the Community Redevelopment Agency in the marketing and management of the Palm Springs "Downtown."
2. Adopt Resolution No. _____, "A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALM SPRINGS, CALIFORNIA, AMENDING THE BUDGET FOR FISCAL YEAR 2008-09 " and
3. Authorize the Executive Director to execute all necessary documents in a form acceptable to the City Attorney.

STAFF ANALYSIS:

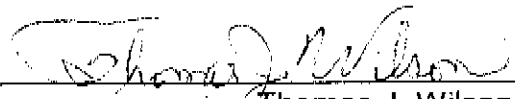
Staff is recommending that Canyon Commercial Services, Inc. continue to be retained to provide for the City/Agency's marketing and consulting services for the Palm Springs "Downtown," Business Improvement District, and Redevelopment Agency.

FISCAL IMPACT:

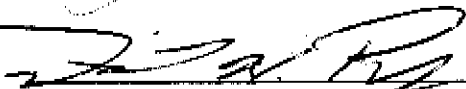
There is no fiscal impact to the City as the Community Redevelopment Agency will fund this Contract Agreement.



John S. Raymond
Director of Community & Economic Development



Thomas J. Wilson
Assistant City Manager



David H. Ready, Esq. Ph.D.
Executive Director

RESOLUTION NO. ____

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALM SPRINGS, CALIFORNIA, AMENDING THE BUDGET FOR FISCAL YEAR 2008-09.

WHEREAS, Resolution No. 1356 approving the budget for the Fiscal Year 2008-09 was adopted on June 18, 2008; and

WHEREAS, the Executive Director has recommended, and the Agency Board desires to approve, certain amendments to said budget;

NOW THEREFORE BE IT RESOLVED that the Director of Finance is authorized to record inter-fund cash transfers as required in accordance with this Resolution, and that Resolution 1356, adopting the Fiscal Year 2008-09 Budget is hereby amended as follows:

SECTION 1. ADDITIONS

Fund	Activity	Account	Amount
811	Canyon Commercial Services, Inc.	8191-65212	\$150,000

Purpose: To provide funding for downtown consulting services.

SECTION 2. SOURCE

Fund	Activity	Account	Amount
811	Fund Balance	8191-29301	\$150,000

ADOPTED this 17th day of DECEMBER, 2008.

David H. Ready, Executive Director

ATTEST:

James Thompson, Assistant Secretary

CONSULTING SERVICES AGREEMENT
CITY/REDEVELOPMENT AGENCY DOWNTOWN REPRESENTATIVE

THIS AGREEMENT is made and entered into to be effective this ____ day of January 2009, between the City of Palm Springs and the Palm Springs Community Redevelopment Agency (hereinafter "City/Agency") and Canyon Commercial Services, Inc., by Tammy Perezchica, a principal thereof.

RECITALS

WHEREAS, City/Agency desires to retain Consultant to provide certain expertise and advice in the marketing, retail and commercial development, and the management of "Downtown" as more particularly set forth in the Scope of Services attached hereto as Exhibit A.

WHEREAS, Consultant is qualified by virtue of experience, training, education, and expertise to accomplish such services.

NOW, THEREFORE, for good and sufficient consideration, the parties agree as follows:

Section 1. Scope of Services

The Scope of Services to be performed by Consultant shall consist of those tasks set forth in the attached Exhibit A. Consultant shall carry out the tasks outlined in Exhibit A according to Consultant's own means and methods and is subject to City/Agency control only as to the end product or final result of the work.

Section 2. Term

This Agreement shall remain in full force and effect from January 13TH, 2009, through January 13, 2010, and the Consultant and City Manager may extend this Agreement in writing for up to four additional one-year terms, subject to the City/Agency appropriating sufficient funds to fund the services required under this Agreement for each extension thereof.

Section 3. Compensation

3.1 For services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "B." All payment invoices shall evidence compliance with the Schedule of Compensation, Exhibit B. Although Consultant will perform the majority of Consultant's work in the City of Palm Springs, the Consultant will also maintain an off-site office for purposes of working on City/Agency and other non-City/Agency projects. Nothing in this Agreement shall preclude Consultant from seeking or carrying out work on projects for other clients.

3.2 Consultant shall submit monthly invoices based on total services which have been satisfactorily completed.

3.3 Consultant shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement.

3.4 Consultant shall not receive any benefits of employment provided to City/Agency's regular employees.

3.5 Consultant shall be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Consultant's performance of services and receipt of compensation under this Agreement. The Consultant is an independent contractor and, therefore, the City/Agency shall not withhold or make payments for social security, make unemployment insurance or disability insurance contributions, or obtain worker's compensation insurance on Consultant's behalf. Consultant shall comply with, and agrees to accept exclusive liability for non-compliance with, all applicable state and federal laws, rules and regulations, including, without limitation, obligations such as payment of all taxes, social security, disability and other contributions based on compensation received by Consultant under this Agreement. Consultant hereby agrees to indemnify, hold harmless and defend City/Agency against any and all such liability, taxes or contributions, including, without limitation, penalties and interest.

Section 4. Independent Contractor

The City/Agency regards Consultant's services as unique and specialized. It is agreed that Consultant shall act and be an independent contractor and not an employee of the City/Agency.

Section 5. Limitations Upon Subcontracting and Assignment

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for City/Agency to enter into this Agreement. Consultant shall not sub-contract with any other entity to perform the services required under this Agreement.

Section 6. Insurance Requirements

6.1 Commencement of Work. Consultant shall not commence work under this Agreement until it has obtained all insurance required by the City/Agency and until the City/Agency has approved the insurance. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the City/Agency of any material change, cancellation, or termination at least thirty (30) days in advance.

6.2 Workers' Compensation Insurance. Consultant shall maintain Workers Compensation Insurance in the amount and type required by state law.

6.3 Insurance Amounts. Consultant shall maintain the following insurance for the duration of this Agreement:

(a) Comprehensive general liability in an amount of \$500,000.00 per occurrence. Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-, Class VII or better.

(b) Automobile liability in an amount of \$500,000.00 per occurrence. Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-, Class VII or better.

6.4 Endorsements for the policies under section 6.3(a) & (b) shall designate City/Agency as an additional insured. Consultant shall provide to City/Agency proof of such additional insured coverage in the form of both certificates of insurance and endorsement forms.

Section 7. Indemnification

7.1 Consultant agrees to and shall indemnify, defend, hold harmless City/Agency and its officers, agents, and employees from and against all liability, claims, losses, and demands, damages to property or injuries to or death of any person or persons, including property of the City/Agency, including defense costs (together, "Claims"), whether resulting from court action or otherwise, resulting from, related in any manner to, or arising out of the intentional, malicious, negligent acts, inactions, errors, or omissions of Consultant, or its officers, employees, and agents in the performance of this Agreement.

7.2 City/Agency agrees to indemnify and hold harmless Consultant from all Claims, including defense costs, whether resulting from court action or otherwise, arising out of the sole intentional or grossly negligent acts or omissions of City/Agency and its officers, agents, or employees in the performance of this Agreement.

7.3 City/Agency will cause each contractor, their subcontractors and any consultants engaged to provide services for any project for which the Consultant is engaged, to indemnify and hold Consultant harmless from any claims, losses, expenses, and damages (including attorney's fees and costs) that may arise from said contractor, subcontractor, or consultant activities on the project.

Section 8. Non-Liability of City Council Members

No City Council/Community Redevelopment Agency member shall be personally liable to Consultant in the event of any default or breach by the City/Agency, and/or the City/Agency member, or for any amount, which may become due to Consultant. Consultant's billed time shall be an obligation of the City/Agency to the extent permitted by law.

Section 9. Compliance with Law

Consultant shall comply with all applicable laws, ordinances, codes, and regulations of federal, state, and local government in the performance of the duties, which are the subject of this Agreement.

Section 10. Licenses, Permits, Fees and Assessments

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for performance of the services required by this Agreement.

Section 11. Termination

11.1 City/Agency and Consultant each reserve the right to terminate this Agreement at any time, without cause, upon ninety (90) days' written notice to the other party. Upon receipt of a notice of termination without cause, Consultant shall immediately cease all Services under this Agreement except as may be specifically approved and delineated by City Manager. Consultant shall be entitled to compensation for all Services rendered prior to receipt of the notice of termination and for any Services authorized by the City Manager after the notice in accordance with the compensation provisions of this Agreement and Schedule of Compensation, Exhibit B, or another arrangement for compensation as may be approved in writing by the City Manager.

11.2 City/Agency reserves the express right to terminate this Agreement for cause due to the default (as defined in Paragraph 17 below) by Consultant in its performance obligations under this Agreement. City/Agency may in any notice of default advise Consultant it also intends to terminate the Agreement for cause. The notice of default from City/Agency shall advise Consultant if City/Agency intends to elect to terminate the Agreement and in the event Consultant shall immediately cease performance and provision of Services under this Agreement as of the date the notice of default is received or deemed received, whichever is earlier. In the event of termination, City/Agency may, but is not required, to take over the work and prosecute the same to completion by contract or otherwise. Also, in the event of termination for cause, Consultant shall be liable to the extent that the total cost for completion of the Consultant Services required under this Agreement exceeds the compensation stipulated in this Agreement (provided that the City/Agency shall use reasonable efforts to mitigate damages), and City/Agency expressly reserves the right to withhold any outstanding payments to the Consultant for the purpose of set off or partial payment of the amounts owed the City/Agency as previously set forth in this Agreement.

11.3 For the purposes of this Section 11, the rights and obligations of the City/Agency may be exercised or performed by the City Manager or the City Manager's designee.

Section 12. Notice

All notices shall be personally delivered or mailed to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses shall be for delivery of service of process:

To City: David H. Ready
City Manager / Executive Director
PO Box 2743
Palm Springs, California 92263

To Consultant: Canyon Commercial Services, Inc.
Tammy Perezchica, a Principal
74-040 Highway 111, Suite JJ-3
Palm Desert, CA 92260

Section 13. Entire Agreement

This Agreement constitutes the entire understanding and agreement between the parties and supersedes all previous negotiations between them pertaining to the subject matter thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

City of Palm Springs
Palm Springs Community Redevelopment Agency

By: _____
David H. Ready
City Manager / Executive Director

Consultant
By: _____
Canyon Commercial Services, Inc.
Tammy Perezchia

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

EXHIBIT A
SCOPE OF SERVICES

For the purposes of this Agreement and the Scope of Services to be provided to the City/ Agency by the Consultant, "Downtown" Palm Springs shall be that area which comprises the Palm Springs Business Improvement District.

Generally, the Business Improvement Districts consist of properties on both sides of Palm Canyon Drive beginning at Tachevah Drive south to Ramon Road, properties on both sides of Indian Canyon Drive beginning at Alejo Road south to Ramon Road, properties on both sides of Belardo Road beginning at Alejo Road south to Ramon Road, and those properties on side streets west of Indian Canyon Drive to Belardo Road between Alejo Road south to Ramon Road.

It is further understood that Tammy Perezchica, a principal of Canyon Commercial Services, Inc., will be the primary and visible person providing the contract services, and that Tammy Perezchica shall manage and execute the scope of this contract through Canyon Commercial Services, Inc, as she deems appropriate.

As the City/Redevelopment Agency's "Downtown" representative, the Consultant shall provide the following services:

1. Act as liaison for the City/Agency with "Downtown" landlords and merchants, providing comprehensive communication of City/Agency goals and objectives.
2. Act as liaison for the City/Agency with the Palm Springs Main Street Association. Attend all general membership meetings of the Main Street Association. Attend the meetings of the Main Street Association Board of Directors when invited.
3. Provide marketing consulting services to the Palm Springs Business Improvement District (BID) and comprehensively assist the BID in the development of its annual Marketing Plan. Attend all meetings of the BID.
4. At the direction of the City Manager, assist with the coordination of Council approved downtown special events, including downtown merchants, Palm Springs Bureau of Tourism, etc.
5. As directed by City Management, provide concepts, analysis, oversight, and/or management of "Downtown" projects.
6. Provide review, analysis, and recommendations regarding "Downtown" signage and the streetscape as they relate to the branding and marketing of the "Downtown".

7. Provide analysis of the VillageFest's operations as they impact "Downtown" businesses.
8. Meet regularly with the City's Parks and Recreation Director and Downtown Maintenance Supervisor to provide observations and recommendations regarding "Downtown" cleanliness and maintenance.
9. Establish regular opportunities for "Downtown" landlords and merchants to define, review, and discuss downtown issues, challenges, opportunities, and goals.
10. Meet monthly with the City Manager to review and update the City's issues, objectives, and goals for the "Downtown," and provide a monthly report of activities, including landlord/merchant interactions.

EXHIBIT B
SCHEDULE OF COMPENSATION

The Consultant shall be compensated for the term of the Agreement as follows:

Monthly Fee: For all of the services set forth in Exhibit A, the Consultant shall be paid a monthly fee, inclusive of all related expenses and incidental costs, of Twelve Thousand Dollars (\$12,000.00).