

AGREEMENT FOR SPECIALIZED CONSULTING SERVICES

THIS AGREEMENT FOR SPECIALIZED CONSULTING SERVICES ("Agreement") is made and entered into as of this 23rd day of May, 2012, by and between the CITY OF HERMOSA BEACH, a California general law city, 1315 Valley Drive, Hermosa Beach, California 90254 (hereinafter referred to as "City"), and Stephen Burrell, an individual (hereinafter referred to as "Contractor").

RECITALS

A. City seeks to engage Contractor on an interim basis to perform specialized services at the direction of the City Manager in connection with the City's processing of the application by E & B Natural Resources Management Corporation for an oil well drilling project.

B. Contractor is fully qualified by virtue of his extensive experience and his familiarity with the City of Hermosa Beach to perform services for the City as an independent contractor.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the parties agree as follows:

1. Duties. City hereby agrees to engage the services of Contractor, to perform specialized consulting services in connection with the City's processing of the application by E & B Natural Resources Management Corporation for an oil well drilling project at the direction of the City Manager of City .

2. Term.

A. The term of this Agreement shall commence May 23, 2012 and terminate at the discretion of either party as provided in paragraph B of this Section 2.

B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the City Manager or Contractor to terminate this Agreement at any time, with or without cause, upon submitting thirty (30) days written notice of termination to the other party.

3. Compensation. City agrees to pay Contractor for his services rendered pursuant hereto compensation of \$175.00 per hour. Such payment shall be made upon presentation and verification of billable hours to the City Manager. In no event will Contractor work more than 960 hours in any City fiscal year under this Agreement.

4. Benefits. Contractor hereby waives all benefits provided to City employees, including retirement contribution, health/medical insurance, dental insurance, life and disability insurance, sick leave, vacation, unemployment insurance and similar benefits.

5. General Expenses. City recognizes that certain expenses of a non-personal and generally job affiliated nature may be incurred by Contractor and hereby agrees to reimburse Contractor said necessary and reasonable expenses as are submitted to the City Manager for approval based upon expense receipts, statements, or personal affidavits, and audit thereof in like manner as other demands against the City. Out-of-town travel for which expense reimbursement will be sought shall be subject to advance approval by the City Manager.

6. Method of Performing Services. City is interested only in the results achieved by Contractor. Contractor will determine the method, details and means of performing the services required by this Agreement.

7. Service Related Injury Income Protection. City and Contractor agree that Contractor is not an employee of the City and is not covered by the City's worker's compensation insurance policy.

8. Contractor's Responsibility For Contributions, Payments or Withholding. Contractor shall be solely responsible for all contributions, payments, or withholdings normally made on behalf of an employee including but not limited to, state and federal income taxes, federal social security contributions, California State disability insurance taxes, and unemployment insurance contributions. City shall issue Contractor a Form 1099 in connection with the compensation paid hereunder, and Contractor shall pay all required taxes on amounts paid hereunder. Contractor shall indemnify and hold harmless City, its officers, agents and employees from and against all taxes, penalties, assessments and interest asserted against City by reason of the independent contractor relationship created by this Agreement, or by virtue of nonpayment by Contractor of legally due taxes.

9. Relationship Between the Parties. The parties to this Agreement agree that Contractor is an independent contractor in business for himself, and that City is but one of a number of clients for whom Contractor provides professional services.

10. Insurance. The CONTRACTOR shall maintain and provide written evidence of automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles.

11. Liability. City agrees to indemnify, hold harmless and defend at its expense Contractor from any and all claims, actions, losses, damages, charges, expenses or attorneys fees to which Contractor may be subject to arising out of, or resulting from, the performance of this contract and Contractor's duties hereunder. Notwithstanding the foregoing, the City's obligation under this Section 11 shall not apply to any punitive or exemplary damages which may be awarded by a court against Contractor; nor shall this paragraph apply to liability incurred by Contractor for actions outside the scope of his services or which result from wrongful or malicious conduct or gross negligence, or through the use of any personal vehicle, all as to which Contractor shall indemnify and hold City, its officers, agents and employees harmless.

12. Conflict of Interest. Contractor affirms and warrants that he has no financial, contractual or other interest or obligation that conflicts with or is harmful to the performance of his obligations under this Agreement. Contractor shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation.

13. Entire Agreement. This Agreement supersedes any and all other agreements, written or oral, between the parties, and contains all of the covenants and agreements between the parties. Each party acknowledges that no promises, representations, inducements or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied herein. No modification to this Agreement shall be effective unless reduced to writing and signed by both parties.

14. General Provisions.

A. The text herein shall constitute the entire agreement between the parties.

B. This agreement shall be binding upon and inure to the benefit of the heirs-at-law and executors of Contractor.

C. This agreement shall be effective as of May 23, 2012.

D. If any provision or any portion hereof contained in this agreement is held to be unconstitutional, invalid or unenforceable the remainder of this agreement or portion thereof shall be deemed severable and shall not be affected and shall remain in full force and effect provided that the principal purposes of the Agreement are not thereby frustrated.

E. The City is entering into this Agreement by virtue of the professional reputation, experience and competence of Contractor. Hence, the obligations of Contractor under this Agreement shall not be assigned or subcontracted, nor shall the rights be delegated without prior written approval of the City Manager.

F. The Contractor shall comply with and adhere to all City policies, rules and regulations including but not limited to its policies regarding non-discrimination and sexual harassment.

Executed as of the day and year first above-written.

CONTRACTOR



STEPHEN BURRELL

CITY OF HERMOSA BEACH

By 

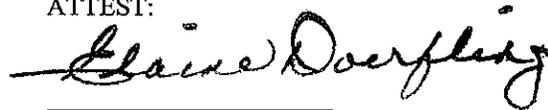
CITY MANAGER

Approved as to Form:



CITY ATTORNEY

ATTEST:



CITY CLERK