

**AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE SAN PEDRO HISTORIC WATERFRONT
BUSINESS IMPROVEMENT DISTRICT
AND
EDWARD HENNING & ASSOCIATES**

THIS AGREEMENT, is made and entered into this 3 day of March, 2016, by and between The San Pedro Historic Waterfront Business Improvement District (hereinafter "CLIENT") and Edward Henning & Associates (hereinafter "CONSULTANT").

WITNESSETH:

WHEREAS, CLIENT, desires to retain CONSULTANT to provide professional consulting and assessment engineering services to assist with the renewal of The San Pedro Historic Waterfront Business Improvement District.

WHEREAS, CONSULTANT represents that it is qualified to perform the services under this contract.

NOW, THEREFORE, and in consideration of mutual covenants hereinafter contained, it is mutually agreed between the parties as follows:

1. SCOPE OF SERVICES. The services to be performed by CONSULTANT include, and are limited to, those tasks described in the proposal offering professional consulting and assessment engineering services dated February 11, 2016 and attached hereto as EXHIBIT A.
2. AMENDMENTS TO SCOPE OF SERVICES. CLIENT may request changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of CONSULTANT's compensation, shall be mutually agreed upon by and between CLIENT and CONSULTANT and shall be made in writing.
3. COMPENSATION AND METHOD OF PAYMENT.
 - A. CONSULTANT'S total compensation shall be in an amount not to exceed \$20,000 during the term of this Agreement.
 - B. CLIENT agrees to pay CONSULTANT for and in consideration of the faithful performance of all the services and duties set forth in this AGREEMENT and agreed to be performed by CONSULTANT as set forth in said EXHIBIT A. CONSULTANT's hourly compensation shall be \$135 per hour during the term of this Agreement.
 - C. During the term of this Agreement, payment shall be made by CLIENT within 30 days, in response to CONSULTANT's periodic invoices containing the following:
 1. A description of the services performed,
 2. The number of hours worked,
 3. Total billing for the billing period

4. TIME OF PERFORMANCE. Said services of CONSULTANT shall commence as of the date of this Agreement and shall continue until such time as it is terminated in accordance with Section 12 of this Agreement or 36 months. Extensions to this Agreement can be made by mutual written consent of CLIENT and CONSULTANT.

5. COOPERATION BY CLIENT. All information, data, reports, and records, available and necessary for carrying out the work as outlined in EXHIBIT A shall be furnished to CONSULTANT without charge by CLIENT. CLIENT shall cooperate with CONSULTANT in every way possible to facilitate, without undue delay, the work to be performed under this Agreement.

6. DESIGNATED REPRESENTATIVES. The following individuals are hereby designated as representatives of CLIENT and CONSULTANT respectively to act as liaison between the parties:

CLIENT

Ms. Lorena Parker, Executive Director
San Pedro Historic Waterfront BID
390 W. 7th Street
San Pedro CA 90731

CONSULTANT

Edward Henning, Principal Consultant
Edward Henning & Associates
13330 Buttemere Rd.
Phelan CA 92371

Any change in Client's designated representative shall be promptly reported to Consultant in order to ensure proper coordination.

7. STANDARDS OF PERFORMANCE. CONSULTANT shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments while performing the services described herein in a good, skillful, and professional manner.

8. OWNERSHIP OF DOCUMENTS. All documents prepared under this Agreement shall become the property of CLIENT upon receipt by CLIENT's designated representative named in Section 6 of this Agreement.

9. PERSONNEL AND ASSIGNMENT. CONSULTANT represents that it has the ability to perform the services under this Agreement. All services required hereunder shall be performed by CONSULTANT. Except as may be specified in EXHIBIT A, CONSULTANT shall not assign the performance of this Agreement nor any part thereof without the prior written consent of CLIENT.

10. LEGAL REVIEWS. Where applicable, all documents to be provided by CONSULTANT will be prepared to the best of CONSULTANT's ability and legal knowledge, but final review to determine the legal sufficiency thereof is the ultimate responsibility of the City of Los Angeles City Attorney.

11. AUTHORITY OF ADVISOR. CONSULTANT shall be an independent contractor and shall not incur or have the power to incur any debt, obligation or liability whatever against CLIENT.

12. TERMINATION. Either party may terminate this Agreement upon thirty (30) days written notice to the other. In the event of termination, CONSULTANT shall be compensated for all services performed and expenses incurred to the date of notice of termination as described in a written report to CLIENT prepared by CONSULTANT. Compensation shall be paid within thirty (30) days of termination. In no event shall the amount due exceed the amount set in SECTION 3 (A) of this Agreement.

13. CONFLICT OF INTEREST. CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in the performance of this Agreement.

14. INDEMNIFICATION. Neither party hereto shall be liable for any damages proximately resulting from the accidental, negligent or wrongful actions or omissions of the other parties, employees, agents or contractors performing under this agreement, and each party shall indemnify, defend and save harmless the other party from such damages or liability.

15. ENTIRE AGREEMENT. This Agreement shall constitute the entire Agreement between the parties. Any amendments to or clarification necessary to this Agreement shall be in writing and acknowledged by all parties to the Agreement. Executed the day and year first written above.

CLIENT

By: 
San Pedro Historic Waterfront BID

3/2/16
Date

CONSULTANT

By: Edward V. Henning
Edward V. Henning, Principal
Edward Henning & Associates

2-17-16
Date