

MEETING DATE: 10/22/07

AGENDA ITEM: Approval of a Contract Amendment with Moreland & Associates
for Temporary Professional Financial Services for the City
Treasurer's Office

ATTACHMENTS

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CITY OF CULVER CITY
AMENDMENT TO CONTRACT
WITH: MORELAND & ASSOCIATES, INC.
FOR: TEMPORARY DEPUTY CITY TREASURER
MANAGEMENT ACCOUNTANT AND FINANCE MANAGEMENT SERVICES

This Amendment to Standard Form Contract is made and entered into by and between the CITY OF CULVER CITY, a municipal corporation, hereinafter referred to as "City," and MORELAND & ASSOCIATES, INC., hereinafter referred to as "Consultant."

WHEREAS, on June 5, 2007, the parties entered into a contract for temporary professional financial and accounting services (the "Agreement"); and

WHEREAS, the parties desire to modify and amend a certain provision of the Agreement; and

WHEREAS, at its meeting of July 2, 2007, the City Council authorized this Amendment to the Agreement.

NOW THEREFORE, in consideration of the foregoing, City and Consultant mutually agree as follows:

1. The schedule of compensation shall be amended to increase the total not to exceed amount by Fifty-five Thousand Six Hundred Forty Dollars (\$55,640.00) from Ten Thousand Dollars (\$10,000.00) to Sixty-five Thousand Six Hundred Forty Dollars (\$65,640.00) for additional services.
2. Except as expressly set forth herein, all terms and conditions of the Agreement shall remain in full force and effect.

3. This Amendment shall be effective on the date it is signed on behalf of City.

MORELAND & ASSOCIATES, INC.

Dated: _____

By Kathryn Bessan
Its Vice-President

By Michael Moreland
Its Secretary

Dated: 8/3/07

CITY OF CULVER CITY
By Jerry Fulwood
Jerry Fulwood
City Manager

APPROVED AS TO CONTENT &
BUSINESS TAX CERTIFICATE:

Crystal Alexander
Crystal Alexander
City Treasurer

APPROVED AS TO FORM:

Carol A. Schwab
Carol A. Schwab
City Attorney

APPROVED AS TO FINANCING:

Marlee Chang
Marlee Chang
City Controller

CITY OF CULVER CITY
STANDARD FORM CONTRACT

WITH: MORELAND & ASSOCIATES, INC.

FOR: TEMPORARY DEPUTY CITY TREASURER
MANAGEMENT ACCOUNTANT AND FINANCE MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into by and between THE CITY OF CULVER CITY, a municipal corporation, hereinafter referred to as "CITY", and Moreland & Associates, Inc., hereinafter referred to as "CONSULTANT".

1. CONSULTANT'S SERVICES. Consultant agrees to perform, during the term of this Agreement, the tasks, obligations, and services set forth in the "Scope of Service" attached to and incorporated into this Agreement as Exhibit "A".
2. TERM OF AGREEMENT. The term of this Agreement shall be from the effective date pursuant to Paragraph 27 of this Agreement until the City Treasurer determines Consultant's services are no longer desired or the payments due, pursuant to this Agreement, exceed Ten Thousand Dollars (\$10,000.00), whichever occurs first.
3. PAYMENT FOR SERVICES. City shall pay for the services performed by Consultant pursuant to the terms of this Agreement, the compensation set forth in the "Schedule of Compensation" attached to and incorporated into this Agreement as Exhibit "B". The compensation shall be paid at the time and manner set forth in said Exhibit "B".
4. TIME FOR PERFORMANCE. Consultant shall not perform any work under this Agreement until (a) Consultant furnishes proof of insurance as required under Paragraph 7 of this Agreement; and, (b) City gives Consultant a written and signed Notice to Proceed.
5. DESIGNATED REPRESENTATIVE(S). Mindy Jacobs shall be the designated Consultant Representative, and shall be responsible for job performance, negotiations, contractual matters, and coordination with the City. Consultant's professional services shall be actually performed by Shally Lin or other agreed upon Accountants.
6. HOLD HARMLESS. Consultant shall be responsible for any and all injuries to or death of any person, and for any and all damage to any and all real or personal property including City's or others, caused by or resulting from any acts, errors or omission of Consultant, its employees or its agents arising out of or connected with rendition of services hereunder. Consultant shall defend, hold harmless and indemnify City and its officers and employees from any and all liability claims, including costs, for

damages to real or personal property, or personal injury or death, resulting from Consultant's, its employees or agent's acts, errors or omissions arising out of or connected with rendition of services hereunder.

7. INSURANCE. Without limiting its obligations pursuant to Paragraph 6 of this Agreement, Consultant shall submit one or more duly executed certificates of insurance for Comprehensive General Liability in the minimum amount of One Million Dollars (\$1,000,000) single limit coverage (endorsed by an endorsement, approved by the City Attorney), Automobile Liability in the minimum amount of \$500,000/\$500,000 and Workers Compensation insurance in statutorily required amounts.
8. INDEPENDENT CONSULTANT STATUS. The City and Consultant agree that Consultant, in performing the services herein specified, shall act as an independent Consultant and shall have control of all work and the manner in which it is performed. Consultant shall be free to contract for similar service to be performed for other employers while under contract with City. Consultant is not an agent or employee of City, and is not entitled to participate in any pension plan, insurance, bonus or similar benefits City provides for its employees. Consultant shall be responsible to pay and hold City harmless from any and all payroll and other taxes and interest thereon and penalties therefor which may become due as a result of services performed hereunder.
9. NON-APPROPRIATION OF FUNDS. Payment due and payable to Consultant for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the City. In the event the City has not appropriated sufficient funds for payment of Consultant services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.
10. ASSIGNMENT. This Agreement is for the specific services with Consultant as set forth herein. Any attempt by Consultant to assign the benefits or burdens of this Agreement without written approval of City shall be prohibited and shall be null and void; except that Consultant may assign payments due under this Agreement to a financial institution.
11. RECORDS AND INSPECTIONS. The Consultant shall maintain full and accurate records with respect to all services and matters covered under this Agreement. The City shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. Consultant shall maintain an up-to-date list of key personnel and telephone numbers for emergency contact after normal business hours.
12. OWNERSHIP OF CONSULTANT'S WORK PRODUCT. City shall be the owner of any and all computations, plans, correspondence and/or other

pertinent data, information, documents and computer media, including disks and other materials gathered or prepared by Consultant in performance of this Agreement, or at any earlier or later time when the same may be requested by City. Such work product shall be transmitted to City within ten (10) days after a written request therefor. Consultant may retain copies of such products. All written documents that are intended for public review shall be provided to City in a format suitable for posting on the Internet.

13. NOTICES. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed as follows:

To City: City of Culver City
Attention: City Treasurer
P. O. Box 507
Culver City, California 90232-0507

To Consultant: Moreland & Associates, Inc.
Attn: Mindy Jacobs
1201 Dove Street, Suite 680
Newport Beach, CA 92660

14. TAXPAYER IDENTIFICATION NUMBER. Consultant shall provide City with a complete Request for Taxpayer Identification Number ("TIN") and Certification, Form W-9, as issued by the Internal Revenue Service. Consultant's Tax Identification Number is 330182783.
15. PERMITS AND LICENSES. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement including, but not limited to, a Culver City business tax certificate.
16. APPLICABLE LAWS, CODES AND REGULATIONS. Consultant shall perform all work in accordance with all applicable laws, codes and regulations required by all authorities having jurisdiction over such work. Consultant agrees to comply with prevailing wage requirements as specified in the California Labor Code, Sections 1770, et seq.
17. RESERVED.
18. RIGHT TO UTILIZE OTHERS. City reserves the right to utilize others to perform work similar to the services provided hereunder.
19. MODIFICATION OF AGREEMENT. This Agreement may not be modified, nor may any of the terms, provisions or conditions be modified or waived or otherwise affected, except by a written amendment signed by all parties hereto.

20. WAIVER. If at any time one party shall waive any term, provision or condition of this Agreement, either before or after any breach thereof, no party shall thereafter be deemed to have consented to any future failure of full performance hereunder.
21. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.
22. RIGHT TO TERMINATE. City may terminate this Agreement at any time, with or without cause, in its sole discretion, with thirty-days' (30-days') written notice.
23. EFFECT OF TERMINATION. Upon termination as stated in Paragraph 22 of this Agreement, City shall be liable to Consultant only for work satisfactorily performed by Consultant up to and including the date of termination of this Agreement, unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant shall be entitled to payment for work satisfactorily completed to date, based on a proration of the monthly fees set forth in Exhibit "B" attached hereto. Such payment will be subject to City's receipt of a close-out billing.
24. GOVERNING LAW. The terms of this Agreement shall be interpreted according to the laws of the State of California. If litigation occurs, then venue shall be in the Superior Court of Los Angeles County.
25. LITIGATION FEES. If litigation arises out of this Agreement for the performance thereof, then the court shall award costs and expenses, including attorney's fees, to the prevailing party. In awarding attorney's fees, the court shall not be bound by any court fee schedule but shall award the full amount of costs, expenses and attorney's fees paid or incurred in good faith.
26. INTEGRATED AGREEMENT. This Agreement represents the entire Agreement between the City and the Consultant, and all preliminary negotiations and agreements are deemed a part of this Agreement. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement, and any subsequent successors and assigns. If any conflict arises between this Agreement and any incorporated provisions of the proposal, then the terms of this Agreement shall control.

27. EFFECTIVE DATE. The effective date of this Agreement is the date it is signed on behalf of the City, and shall remain in full force and effect until amended or terminated; provided, that the indemnification and hold harmless provisions shall survive the termination.

Moreland & Associates, Inc.

Dated: _____

By Charles Acocello
Charles Acocello
Its Vice-President

Dated: _____

By Michael Moreland
Michael Moreland
Its Secretary

CITY OF CULVER CITY, CALIFORNIA

Dated: 6/5/07

By Jerry Fulwood
Jerry Fulwood
City Manager

APPROVED AS TO CONTENT
AND BUSINESS TAX CERTIFICATE:

Crystal Alexander
Crystal Alexander
City Treasurer S-29-07

APPROVED AS TO FORM:

Carol A. Schwab
Carol A. Schwab
City Attorney

APPROVED AS TO FINANCING:

Marlee Chang
Marlee Chang
City Controller

EXHIBIT A

CITY OF CULVER CITY

WITH: MORELAND & ASSOCIATES, INC.

FOR: TEMPORARY DEPUTY CITY TREASURER
MANAGEMENT ACCOUNTANT AND FINANCE MANAGEMENT SERVICES

SCOPE OF SERVICE

Consultant shall cause Shally Lin or other agreed upon Deputy City Treasurer to provide satisfactory management accountant and finance management services to City on a full-time basis for as directed by the City Treasurer or her designee.

EXHIBIT B

CITY OF CULVER CITY

WITH: MORELAND & ASSOCIATES, INC.

FOR: TEMPORARY DEPUTY CITY TREASURER
MANAGEMENT ACCOUNTANT AND FINANCE MANAGEMENT SERVICES

SCHEDULE OF COMPENSATION

(TIME AND MATERIALS BASIS)

- A. METHOD OF PAYMENT. Payment for all work performed by Consultant pursuant to the terms of this Agreement, including Consultant's meeting with City staff, shall be made on the basis of the hourly rates set forth below, plus actual out-of-pocket costs incurred in performing the work:

<u>PERSONNEL</u>	<u>RATE PER HOUR</u>
Deputy City Treasurer	\$107

Any hours worked in excess of normal hours for the 9/80 work schedule shall be paid at time and a half overtime.

- B. BILLING. At the end of each calendar month in which services are performed or expenses are incurred under this Agreement, and prior to the 10th day of the following month, Consultant shall submit an invoice to the City at the following address:

City of Culver City
Attn: City Treasurer
P. O. Box 507
Culver City, CA 90232-0507

The invoice submitted pursuant to this paragraph shall show the City Agreement Number, hours worked by each person who performed services during the billing period, the hourly rate of pay for each person who performed services, the dates on which the services were performed, a description of the services performed, actual out-of-pocket expenses incurred in the performance of the services, and such other information as City may reasonably require.

- C. TIME OF PAYMENT. Payment to Consultant shall be made within THIRTY (30) days after submittal of Consultant's invoice and approval by City, in accordance with City's normal demand procedure.

- D. Maximum Compensation. Notwithstanding the foregoing, Consultant shall not perform any services which would result in the total amount of compensation due under this Agreement to exceed Ten Thousand Dollars (\$10,000.00) including any amount paid for reimbursable local transportation costs.

Shally S. Lin
2136, West 160th Street
Torrance, California 90504
linshally@socal.rr.com
(310)819-4324

OBJECTIVES

To obtain an Interim or a Temporary Position in the area of City Management, Financial Management, Economic Development /Redevelopment Administration, Risk Management, and Aviation Administration.

EXPERIENCES

- Worked directly with the Mayor and Council Members to formulate policies, programs, procedures and reports including City Administration, Code Enforcement, Business Licensing, Cash Management, Risk Management, Finance/Treasury Operations, Grants Management, Airport Administration, Procurement/Contract Services, Economic Development and Redevelopment Administration.
- Conducted community meetings and annual budget workshops to present the annual capital and operation budgets to the residents.
- Conducted study workshops and provided the information related with the City's taxes and user fees.
- Provided recommendations to the city manager for departmental reorganization, consolidation, and workforce reduction.
- Worked with the State Treasurer to establish the Infrastructure and Economic Development Bank Loan application's guidelines and procedures.
- Negotiated and managed several cities' labor and professional service contracts.
- Participated in land use studies for traffic mitigation and environmental impact.
- Responsible for managing, planning and implementing Hawthorne Municipal Airport strategic plans, and management of airport operations, safety and security.
- Worked closely with Federal Aviation Administration to obtain the Hawthorne Municipal Airport Master Plan Study and Airport Capital Improvement Grants.
- Prepared proposal to solicit consultant service for the Hawthorne Municipal Airport's master plan study.
- Worked with Federal Aviation Administration, elected city officials and key airport stakeholders to evaluate and select master plan study's consultant.
- Worked with the Division of Aeronautics of State of California Department of Transportation to obtain additional funding for upgrading the Hawthorne Municipal Airport Runway Safety Program.
- Worked with Federal, State and local agencies to ensure all rules and regulations are adhered to airport operations.

EXPERIENCES (con't)

- Worked with Federal Aviation Administration Runway Safety Team, airport tower controller, airport tenants, and staff to ensure the Runway Safety Program is full enforced according to FAA guidelines.
- Served as the on-site incident commander during an emergency; coordinated and managed emergency response and rescue duties.
- Worked with the State of California, Environmental Agency for removal of underground fuel storage tanks, and obtained funding resources to install new above ground storage tanks.
- Administered the airport noise abatement and monitoring program; responded to and investigated noise complaints; and made recommendations as necessary.
- As a representative for the City of Hawthorne, worked with the Los Angeles Air Force Base Alliance, Congresswoman Maxine Waters and Congresswoman Jane Harman to save the Los Angeles Air Force Base operations in the South Bay area.
- Participated with the Mayor, Council, Consultants, Northrop Grumman Corporation, and Representatives of the Hawthorne Pilot Association for the privatization of the Hawthorne Municipal Airport's services; negotiated the airport development agreement with the developer and implemented the agreement.
- Provided airport operation information to congressional representative to prevent the closure of Hawthorne Automated Flight Station.
- Participated with multiple public agencies, developers, consultants and school administrators in negotiating the Los Angeles Air Force Modernization Agreement.
- Worked with the League of California Cities' Representatives, several local City's Managers, and Finance Directors as a "grassroots effort" to stop the loss of Vehicle License Fees to the State of California; met with the State Treasurer and State Legislators to lobby for their support.
- Worked with South Bay Cities' Mayors and Councils, Los Angeles City's and County's Representatives, and several other major corporations to establish the South Bay Economic Partnership. Participated in the development of the Partnership's strategies, established annual goals and evaluated the performance of the executive director.
- Participated in a Joint Power Authority Risk Management Program and was involved in formulation of policies, established by-laws; selected and evaluated the general manager and consultants.
- Represented the City of Hawthorne at several International Shopping Center Conferences; attracted Auto Nation, South Bay Ford Dealership, Lowe's Home Development, Best Buy, Home Depot, and several other large retail stores to relocate and invest in the city, thereby eliminating several blighted areas.
- Involved with the Rosecrans Corridor Study Program to survey the surrounding area residents' needs and services; participated in on-going stakeholders' meetings
- Responsible for the city's emergency preparedness program, citywide financial management system and website design.

Shally Lin

EXPERIENCES (con't)

- Worked with the local hospital for their expansion including the trauma center.
- Represented the City of Hawthorne to provide Governmental Training Workshop to Chinese Government Delegates at the California State University, Dominguez Hills' campus.

WORK HISTORY

January 2006-Present	Consultant
December 96-December 2005	City of Hawthorne, Director of Finance & Airport
June 94 – December 96	City of Anaheim, Redevelopment Agency, Senior Accountant
March 94 – June 94	Consultant, Public Skill Services, Inc. with League Of California
April 87 – July 93	City of Inglewood, Accounting Manager
April 82 – April 87	City of El Segundo, Accounting Manager
August 77 – April 82	City of Lawndale, Assistant Accounting Supervisor/Purchasing Officer

EDUCATION

Bachelor Degree in Business Administration – Major: Accounting – California State University, Dominguez Hills

Bachelor Degree in Law – National Chung-Hsing University, Law School – Taipei, Taiwan

MAJOR ACCOMPLISHMENTS

- Negotiated and was responsible for the fiscal impact report of the Los Angeles Air Force Base Operations Modernization Project; issued a total of eighty million dollars in Revenue Bonds.

Shally Lin

MAJOR ACCOMPLISHMENTS (con't)

- Obtained a six million dollar CDBG Section 108 loan for Hawthorne's Commercial Rehabilitation Program, Hawthorne Boulevard Specification Plan, and Beautification Program.
- Obtained several million-dollar CDBG grants to provide financial incentives and assistance to several large companies for their relocation to the City of Hawthorne.
- Obtained a twenty million dollar loan from the California State Infrastructure and Economic Development Bank to build a new state of the art Hawthorne Police Facility.
- Recovered a loss of several million dollars from the County of LA Auditor Controller's Office for the Housing Set-Aside Fund.
- Recovered over one million dollars of property tax increments from the property owner of the Hawthorne Plaza Project.
- Responsible for the preparation and overseeing of a one hundred thirty five million dollar annual budget.
- Responsible for several cities' CDBG Fund, WIB Fund, Gas Tax Fund, and other grant funds' single audit report preparation and submission to State and Federal Agencies.
- Refinanced all bonds for the City of Hawthorne and Redevelopment Agency, saving a total of twenty million dollars in interest.
- Obtained the lowest financing rates for vehicle and equipment purchases and saved several thousand dollars in replacement costs for each vehicle and piece of equipment
- Negotiated the MTA Prop C Fund to provide a two million two hundred thousand dollar widening of Rosecrans Boulevard.
- Applied and received a total of five million dollars in FAA Capital Improvement Grants to improve the Hawthorne Municipal Airport's Runway and Taxi Way Projects.
- Applied and received a two hundred thousand dollar FAA Grant for Hawthorne Municipal Airport Master Plan Study.
- Upgraded several cities' warehouse and central services in order to reduce staff.
- Centralized Hawthorne's Risk Management Services.
- Established Hawthorne's citywide Code Enforcement Program.
- Served more than nine years as a committee member of the Independent Cities' Risk Management Authority.
- Served eight years as a Board Member for the South Bay Economic Development Partnership.
- Served two years as a Board Member/Treasurer for the Independent Financing Authority.
- Participated in all of the development negotiations for privatization of Hawthorne Municipal Airport Services and implemented the agreement.