

MEETING DATE: August 18, 2008

AGENDA ITEM : Approval of an Amendment to the Existing Professional Services Agreement with Fieldman Rolapp & Associates, Inc.

ATTACHMENTS

	<u>Pages</u>
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2. Existing RDA Agreement with Fieldman Rolapp & Associates	9 – 17

CITY OF CULVER CITY

STANDARD FORM CONTRACT

WITH: FIELDMAN ROLAPP & ASSOCIATES, INC

FOR: FINANCIAL ADVISORY 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 FIELDMAN ROLAPP & ASSOCIATES, INC, a California corporation 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 and shall continue from that date until the earlier of:
 - Upon completion of the Scope of Work described in Exhibit "A",
 - Termination, pursuant to Section 22;
 - Exhaustion of approved compensation, pursuant to Exhibit "B", Section D, Maximum Compensation;
 - Or as otherwise modified, pursuant to Section 19.
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). James V. Fabian shall be the designated Consultant Representative, and shall be responsible for job performance, negotiations, contractual matters, and coordination with the City. Consultant Representative shall actually perform, or provide immediate supervision of Consultant's performance of, the Scope of Service.

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 omissions 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, City's Special Endorsement Form naming City as additional insured, Professional Liability in the minimum amount of One Million Dollars (\$1,000,000), Automobile Liability in the minimum amount of \$500,000/\$500,000 and Workers Compensation insurance in statutorily required amounts.
8. INDEPENDENT CONSULTANT STATUS. 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, worker's compensation 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 is within the current budget and within an available, unexhausted and unencumbered appropriation of City. In the event 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. Consultant shall maintain full and accurate records with respect to all services and matters covered under this Agreement. 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 shall be provided to City in digital and in hard copy form.
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 : Marlee Chang, City Controller
 9770 Culver Boulevard
 Culver City, CA 90232-0507

To Consultant: Fieldman, Rolapp & Associates, Inc.
 Attention: James V. Fabian
 19900 MacArthur Boulevard, Suite 1100
 Irvine, CA 92612
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.
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. PURCHASES OF SUPPLIES AND MATERIALS WITHIN CULVER CITY. For work performed, Consultant agrees to seek bids for supplies and

materials from businesses located within the City of Culver City, with the intent to make purchases from these businesses if such purchases can be made at competitive prices.

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 arises out of this Agreement, 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 City and 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.

27. EFFECTIVE DATE. The effective date of this Agreement is the date it is signed on behalf of 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.

FIELDMAN ROLAPP & ASSOCIATES, INC

Dated: April 17, 2007

By James V. Fabian
James V. Fabian
Its Principal

Dated: April 17, 2007

By Thomas M. DeMars
Thomas M. DeMars
Its Principal

CITY OF CULVER CITY, CALIFORNIA

Dated: 4/23/07

By Jerry Fulwood
Jerry Fulwood
City Manager

APPROVED AS TO CONTENT
& FINANCING:

Marlee Chang
Marlee Chang
City Controller

APPROVED AS TO FORM:

Carol A. Schwab
for Carol A. Schwab
City Attorney

APPROVED AS TO BUSINESS
TAX CERTIFICATE:

Crystal Alexander
for Crystal Alexander
City Treasurer

EXHIBIT A

CITY OF CULVER CITY
AGREEMENT

WITH: FIELDMAN ROLAPP & ASSOCIATES, INC
FOR: FINANCIAL ADVISORY SERVICES

SCOPE OF SERVICE

Consultant will provide general financial advisory services to City as directed by City's City Controller.

EXHIBIT B

CITY OF CULVER CITY
AGREEMENT

WITH: FIELDMAN ROLAPP & ASSOCIATES, INC

FOR: FINANCIAL ADVISORY 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>
Executive Officers	\$300.00
Principals	\$290.00
Senior Vice President	\$275.00
Vice Presidents	\$225.00
Assistant Vice President	\$195.00
Senior Associate	\$150.00
Associate	\$125.00
Analyst	\$ 85.00
Administrative Assistants	\$ 65.00
Clerical	\$ 35.00

- 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: Marlee Chang, City Controller
9770 Culver Boulevard
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 complete all the work and tasks described in Exhibit A for a total amount of compensation that does not exceed Ten Thousand Dollars (\$10,000.00), which amount includes all out-of-pocket expenses.

CULVER CITY REDEVELOPMENT AGENCY

STANDARD FORM CONTRACT

WITH: FIELDMAN ROLAPP & ASSOCIATES, INC

FOR: FINANCIAL ADVISORY SERVICES

THIS AGREEMENT is made and entered into by and between the CULVER CITY REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency," and Fieldman Rolapp & Associates, Inc. a California corporation 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. EFFECTIVE DATE AND TERM OF AGREEMENT. The effective date of this Agreement shall be the date the Agency issues the Notice to Proceed to Consultant and the term of this Agreement shall continue from that date until the earlier of:
 - Upon completion of the Scope of Work described in Exhibit "A,"
 - Termination, pursuant to Section 22;
 - Exhaustion of approved compensation, pursuant to Exhibit B, Section D, Maximum Compensation;
 - Or as otherwise modified, pursuant to Section 19.
3. PAYMENT FOR SERVICES. Agency 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) Agency gives Consultant a written and signed Notice to Proceed. All services required by Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. DESIGNATED REPRESENTATIVE

James V. Fabian shall be the designated Consultant Representative, and shall be responsible for job performance, negotiations, contractual matters, and coordination with the Agency. Consultant's professional services shall be actually performed by, or shall be immediately supervised by, the Consultant Representative.

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 Agency'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 Agency, the City of Culver City and each of their 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 agents 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 Agency Counsel, similar to the Agency's Special Endorsement Form, attached hereto as Exhibit "C"), Automobile Liability in the minimum amount of \$300,000/\$300,000 and Workers Compensation insurance in statutorily required amounts.

8. INDEPENDENT CONSULTANT STATUS. Agency and Consultant agree 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 Agency. Consultant is not an agent or employee of Agency, and is not entitled to participate in any pension plan, insurance, bonus or similar benefits Agency provides for its employees. Consultant shall be responsible to pay and hold Agency 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 is within the current budget and within an available, unexhausted and unencumbered appropriation of the Agency. In the event Agency 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 Agency shall be prohibited and shall be null and void; except that Consultant may assign payments due under this Agreement to a financial institution. Agency may assign its rights and obligations under this Agreement to the City of Culver City.
11. RECORDS AND INSPECTIONS. Consultant shall maintain full and accurate records with respect to all services and matters covered under this Agreement. The Agency 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. Agency 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 Agency. Such work product shall be transmitted to Agency 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 Agency 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 Agency: Culver City Redevelopment Agency
Attention: Todd Tipton, Redevelopment Administrator
9770 Culver Boulevard, Third Floor
Culver City, California 90232

To Consultant: Fieldman, Rolapp & Associates
19900 MacArthur Boulevard, Suite 1100
Irvine, CA 92612
Attention: James V. Fabian

14. TAXPAYER IDENTIFICATION NUMBER. Consultant shall provide Agency with a complete Request for Taxpayer Identification Number and Certification, Form W-9, as issued by the Internal Revenue Service.
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. PURCHASES OF SUPPLIES AND MATERIALS WITHIN CULVER CITY. For work performed, Consultant agrees to seek bids for supplies and materials from businesses located within the City of Culver City, with the intent to make purchases from these businesses if such purchases can be made at competitive prices.
18. RIGHT TO UTILIZE OTHERS. Agency 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, then 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. Agency may terminate this Agreement at any time, with or without cause, in its sole discretion, with ten-days' (10-days') written notice.
23. EFFECT OF TERMINATION. Upon termination as stated in Paragraph 22 of this Agreement, Agency shall be liable to Consultant only for work 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 pro-ration of the monthly fees set forth in Exhibit "B" attached hereto. Such payment will be subject to Agency'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 arises out of this Agreement, 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 Agency and Consultant regarding the subject matter hereof, 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.

FIELDMAN ROLAPP & ASSOCIATES, INC

Dated: February 15, 2006

By

James V. Feldman
Its Principal

Dated: February 22, 2006

By

Thomas M. DeMass
Its Principal / City

[Signatures continued on page 6]

[Signatures continued from page 6]

CULVER CITY REDEVELOPMENT AGENCY

Dated: 3/6/06

By: 
Susan Evans,
Assistant Executive Director

APPROVED AS TO FORM:

KANE, BALLMER & BERKMAN

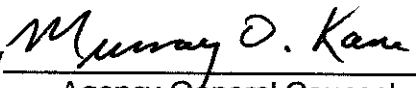
By 
Agency General Counsel

EXHIBIT A

CULVER CITY REDEVELOPMENT AGENCY

WITH: FIELDMAN ROLAPP & ASSOCIATES, INC

FOR: FINANCIAL ADVISORY SERVICES

SCOPE OF SERVICE

As directed by Agency's Executive Director, Assistant Executive Director or
Redevelopment Administrator, Consultant will provide general financial advisory
services to Agency.

<u>SE</u>	<u>JRF TMD</u>
Agency Initials	Consultant Initials

EXHIBIT B

CULVER CITY REDEVELOPMENT AGENCY

WITH: FIELDMAN ROLAPP & ASSOCIATES, INC

FOR: FINANCIAL ADVISORY 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 Agency 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>
Executive Officers.....	\$300.00
Principals.....	\$290.00
Senior Vice President	\$275.00
Vice Presidents.....	\$225.00
Assistant Vice President.....	\$195.00
Senior Associate.....	\$150.00
Associate.....	\$125.00
Analyst	\$85.00
Administrative Assistants	\$65.00
Clerical.....	\$35.00

- 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 Agency at the following address:

Culver City Redevelopment Agency
Attn: Todd Tipton, Redevelopment Administrator
9770 Culver Boulevard, 3rd floor
Culver City, CA 90232

The invoice submitted pursuant to this paragraph shall show the Agency 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 Agency 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 Agency through Agency Treasurer's disbursement procedure.

- D. Maximum Compensation. Notwithstanding the foregoing, Consultant shall not perform any services if the total compensation due to Consultant exceeds Nine Thousand Five Hundred Dollars (\$9,500.00), which amount includes all out-of-pocket expenses.

SE THD
Agency Initials Consultant Initials