
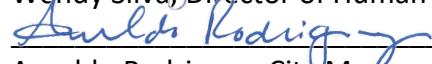


## REPORT TO CITY COUNCIL

**Approved by:**

  
\_\_\_\_\_  
Wendy Silva, Director of Human Resources

  
\_\_\_\_\_  
Arnaldo Rodriguez, City Manager

**Council Meeting of:** August 7, 2019

**Agenda Number:** B-11

**SUBJECT:**

Consideration of a Resolution Approving an Agreement with Municipal Solutions, LLC, for Interim Professional Management Services and Authorizing the City Manager to Execute Interim Assignment Exhibits As Needed for Individual Engagements

**RECOMMENDATION:**

It is recommended the City Council (Council) adopt the resolution approving the Agreement for professional services.

**SUMMARY:**

From time to time the City is in need of professional interim staffing services for management positions. The City has previously worked with Municipal Solutions, LLC (Municipal Solutions) and was very satisfied with the interim management candidate provided. The proposed agreement is a master agreement that sets forth the general business relationship between the City and Municipal Solutions; the agreement itself creates no commitment to use Municipal Solutions services and does not commit the City to any payment of funds. It does allow the City Manager to review and interview interim candidates as needed, and if a satisfactory candidate is found, engage interim services on behalf of the City.

**DISCUSSION:**

The City experiences vacancies in management positions on occasion due to retirement, resignation, or separation from employment. At the discretion of the City Manager and within the adopted budget of the City, the positions are left vacant, filled with in internal out-of-class assignment, or filled with an interim outside consultant while a long-term solution is sought. Management positions generally require specific public sector experience and significant qualifications that are not met through a standard temporary staffing agency. Municipal Solutions works with public sector professionals who are retired or who prefer shorter term assignments to meet the needs of its clients.

The proposed agreement contemplated by this action creates a business relationship between the City and Municipal Solutions. It does not commit the City to any particular position or

assignment, nor does it commit the City to any expenditure of funds at this time. Should the agreement be approved, the City Manager would then have the ability to review potential interim candidates for management level positions from Municipal Solutions. Should the City Manager identify a candidate for an interim assignment, the City Manager would have the authority to enter into individual assignments by executing Exhibit A's as provided for in the proposed agreement. The City Manager would only be able to operate within the adopted budget of the City when entering into these individual assignments; any situation that would exceed the adopted budget would require Council action.

**FINANCIAL IMPACT:**

The proposed agreement creates a business relationship that allows the City to utilize Municipal Solutions as a resource for potential interim management candidates; there is no monetary commitment created.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

The requested action is not addressed in the vision or action plan; it is also not in conflict with any of the actions or goals contained in that plan.

**ALTERNATIVES:**

If the Council does not take action on the resolution, the City will not be able to utilize Municipal Solutions as a potential provider of interim management candidates.

**ATTACHMENTS:**

1. Resolution
2. Exhibit 1: Professional Services Agreement

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING Agreement WITH MUNICIPAL SOLUTIONS, LLC, FOR INTERIM PROFESSIONAL MANAGEMENT SERVICES, AUTHORIZING THE CITY MANAGER TO EXECUTE INTERIM ASSIGNMENT EXHIBITS AS NEEDED FOR INDIVIDUAL ENGAGEMENTS, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, from time to time the City is in need of professional interim staffing services; and

WHEREAS, Municipal Solutions, LLC, is a firm that provides various professional executive level consultants on an as needed basis to municipal clients; and

WHEREAS, an Agreement has been prepared that will allow the City to potentially utilize Municipal Solutions, LLC, for interim staffing services if qualified, desirable candidates are identified by the City Manager.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, and orders as follows:

1. The above recitals are true and correct.
2. The Professional Services Agreement between the City of Madera and Municipal Solutions, LLC, attached hereto as Exhibit 1, is approved.
3. The Mayor is authorized to execute the Agreement on the City's behalf.
4. The City Manager is authorized to execute individual Exhibit A assignment agreements within the fiscal confines of the City's adopted budget.
5. This resolution is effective immediately upon adoption.

\* \* \* \* \*

## **PROFESSIONAL SERVICES AGREEMENT**

for Interim Professional Management services

THIS **PROFESSIONAL SERVICES AGREEMENT** (the "agreement") is entered into this 7<sup>th</sup> day of August, 2019, by and between the CITY OF MADERA, a municipal corporation in the State of California ("City"), and Municipal Solutions, LLC, an Arizona limited liability corporation ("Firm"), to provide various professional executive level consultants on an as needed basis.

### **RECITALS**

WHEREAS, from time to time the City is in need of professional interim staffing services; and

WHEREAS, City desires to retain firm to furnish professional interim services and to make payment for the same in accordance with the terms and conditions set forth in this Agreement, including all attachments and addenda, which are appended hereto by mutual agreement of the parties; and

WHEREAS, the Firm desires to provide the Services upon the terms and conditions set forth herein; and

WHEREAS, City desires to enter into this Agreement for Firm to provide professional services to the City upon the terms and conditions set forth herein and to agree to terms and conditions that will govern other such related services as may be requested by the City from time to time (the "Services");

### **AGREEMENT**

NOW, THEREFORE, City agrees to retain and does hereby retain the Firm, and the Firm agrees to provide the services required according to the terms and conditions and for the consideration hereinafter set forth:

#### **1. FIRM'S DUTIES**

Firm agrees to provide executive level interim professionals on an *as needed* basis, as more specifically set forth in each Exhibit A, which are attached hereto and incorporated herein by reference ("Services").

For each engagement hereunder, a description of the services to be provided; the expected start date, fees and expenses; and other details regarding the services shall be set forth in a schedule to this Agreement signed by the City Manager and Municipal Solutions. Each of the individuals to be provided by Firm to perform services shall be referred to herein as an "Interim Professional" and as "Interim Professionals."

If the City is not satisfied with any Interim Professional, the City may request that the Firm replace such Consultant.

#### **2. COMPENSATION**

In accordance with the terms and conditions of this Agreement, City shall compensate Firm for its services

as follows (see attached Exhibit A):

- a. Should the City request additional services beyond those specified in Section 1, the Firm shall charge, and the City shall pay, a rate as mutually agreed upon in writing prior to Firm performing the additional services. Costs caused by delays or by improperly timed activities shall be borne by the party responsible thereof. Unless otherwise included in this Agreement, the Firm shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Services.
- b. If at any time during the term of this Agreement, applicable Exhibits, Schedules or Contract Amendment terms and within one (1) year thereafter the City hires, contracts with or engages in any way, directly or indirectly, with any consultant who has been provided by Firm to provide Services to the City under the Agreement or any Schedule or Contract Amendment thereto to perform any services for or for the benefit of the City other than through the Firm, the City hereby agrees to pay the Firm an Engagement Fee equal to 20% of the agreed upon equivalent annualized salary, fees or other compensation to be paid to or for the benefit of such individual, payable to Firm at the time of such engagement of such individual's services begin.

### **3. TERM**

This Agreement shall be effective on August 8, 2019. THIS Agreement shall remain in effect for one (1) year or until terminated pursuant to the provisions provided hereunder, however SEPARATE engagements detailed in separate individual Exhibit A's to be entered into during the term of the contract shall be subject to approval of both parties, and there shall be no obligation on either party to enter into a particular engagement, Contract Amendment, or Schedule during the contract term. The duration of THIS Agreement shall continue to extend for one (1) additional year or until terminated.

### **4. BILLING / INVOICING**

Firm shall invoice City bi-monthly on a time basis. City shall pay such billings within fifteen (15) days of the date of receipt of the Firm's invoice.

### **5. CITY'S PERFORMANCE STANDARDS**

City shall furnish the Firm with all data, information and other supporting services necessary for Firm to provide the services provided for herein.

### **6. FIRM'S PERFORMANCE STANDARDS**

While performing the services, Firm and any Interim Professional shall exercise the reasonable professional care and skill customarily exercised by reputable members of Firm's or Interim Professional's profession, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise. The Firm and the Interim Professional shall comply with the provisions of the laws of the State of California, the Ordinances of the City, the policies and procedures adopted and used by the City, and any formal actions of the City Council and all other applicable laws and regulations.

Firm shall be responsible for all errors and omissions Firm or any Interim Professional commits in the performance of this Agreement that are a breach of this standard.

## 7. CONFIDENTIALITY

The Firm, and any Interim Professional or individuals hired by Firm, agree not to disclose to any other person or entity (unless required by law) any confidential information concerning City matters during and after this Agreement. Interim Professionals will refrain from activities that are harmful to the image of the City and the Firm. In the implementation of the assignment the expert will adhere to "The values and policies or Municipal Solutions" which are an integral part of this agreement (see Exhibit B).

## 8. NOTICES

All notices to the other party required under this Agreement shall be in writing and sent by first class certified mail, postage prepaid, return receipt requested, addressed to the following personnel:

To the City:                   City of Madera  
                                      Attn: Arnolito Rodriguez, City Manager  
                                      205 W. 4<sup>th</sup> Street  
                                      Madera, CA 93637

To the Firm:                   Municipal Solutions, LLC  
                                      Attn: David A. Evertsen, CEO & Principal  
                                      875 So. Estrella Parkway #5038  
                                      Goodyear, AZ 85338

## 9. TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice. If this Agreement is terminated, Firm shall be paid for satisfactory services performed to the date of receipt of such termination notice. In the event of such termination, Firm shall deliver to City all work in any state of completion at the date of effective termination.

## 10. SUBCONSULTANTS

Firm agrees that it is fully responsible to City for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Firm. Nothing contained in the Agreement shall create any contractual relationship between any other firm, Interim Professionals and City.

## 11. RECORDS

Records of Firm's labor, payroll, and other costs pertaining to this Agreement shall be kept on a generally recognized accounting basis and made available to City for inspection on request. Firm shall maintain records for a period of at least three (3) years after termination of this Agreement, and shall make such records available during that retention period for examination or audit by City personnel during regular business hours.

## 12. INSURANCE

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work

hereunder by the Firm, it's agents, representatives, or employees.

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

- *\$1,000,000 General Liability (including operations, products and completed operations) per occurrence for bodily injury, personal injury and property damage at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 00 01).*
- *\$1,000,000 Automobile Liability per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 covering Automobile Liability, code 1 (any auto).*
- *\$1,000,000 Employer's Liability per accident for bodily injury or disease.*
- *\$1,000,000 Errors & Omissions Liability appropriate to the consultant's profession. Architect's and Engineer's coverage is to be endorsed to include contractual liability.*

If the Firm maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by the Firm.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the entity.

Other Insurance Provisions

The general liability policy and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- The entity (City), its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the consultant; and with respect to liability arising out of work or operations performed by or on behalf of the Firm.
- For any claims related to this project, the Firm's insurance coverage shall be primary insurance as respects the entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the entity, its officers, officials, employees or volunteers shall be excess of the Firm's insurance and shall not contribute with it.
- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the entity.
- Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under state law.

Acceptability of Insurers

Insurance is to be placed with admitted insurers with a current AM Best's rating of no less than A:VII, unless otherwise acceptable to the entity.

Verification of Coverage

Firm shall furnish the entity with copies of original certificates and endorsements, including amendatory endorsements, effecting coverage required by this clause. All certificates and

endorsements are to be received and approved by the entity before work commences; however, failure to do so shall not operate as a waiver of these insurance requirements. The entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

The Firm shall include all Interim Professionals as insureds under its policies or shall furnish separate certificates and endorsements for each subcontract Interim Professional. All coverages for subcontract Interim Professional shall be subject to all of the requirements stated herein.

**13. EXCLUSIVITY / NON-EXCLUSIVITY**

Nothing in this Agreement shall imply City is obligated to obtain the services described herein with only this particular Firm.

**14. UNCONTROLLABLE FORCES**

City and the Firm shall exert all efforts to perform their respective responsibilities under this Agreement. However, neither party shall hold the other party responsible for inability to render timely performance if such inability is a direct result of a force beyond its control, including but not limited to the following: strikes, lockouts, embargoes, failure of carriers, inability to obtain transportation facilities, acts of God or the public enemy, or other events beyond the control of the other or the other's employees and agents.

**15. MUTUAL INDEMNIFICATION**

15.1 By the Firm: Firm waives all rights to claim, assert or recover from the City, its representatives, agents, officers, employees, and any other individual(s), firm(s), organization(s), or entities associated with the City for any claims, liability, or actions which may result, in whole or in part, from the acts or omissions of the City, its representatives, agents, officers, employees, and/or any other individual(s), firm(s), organization(s), or entities associated with the City, other than for the other Parties' nonperformance pursuant to this Agreement. Further, the Firm agrees to defend, hold harmless and indemnify the City, its officers, agents and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death to any person, arising in whole or in part from the negligence, fraud or willful misconduct of the Firm and / or Consultant, their agents or representatives, in the execution or performance of this Agreement, unless due to the active negligence of the City. This indemnification shall be binding on the Firm and Firm's Consultants, agents, successors, and approved assignees.

**16. WAIVER OF TERMS AND CONDITIONS**

The failure of the City or the Firm to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.



#### **17. INDEPENDENT CONTRACTOR**

It is expressly agreed and understood by and between the City and the Firm that Interim Professionals are independent contractors working for the Firm and, as such, the Interim Professionals are not City employees, and are not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled (other than as set forth herein). As an Independent Contractor to the Firm, the Interim Professionals are fully aware that they are solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, health insurance, disability insurance, life insurance, workers compensation insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an Independent Contractor, Interim Professional will not make any claim, demand of application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workers compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit (other than as set forth herein).

Notwithstanding the foregoing, if applicable City shall be responsible to pay any alternative pension contributions as required by state law that arise as a result of the Services provided hereunder; City agrees that it shall otherwise pay no wages, salary or other forms of direct or indirect compensation, including employee benefits, to any employee of the Firm.

#### **18. ARBITRATION**

In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree to attempt to settle the dispute by nonbinding arbitration before commencement of litigation. The arbitration shall be held under the rules of the American Arbitration Association. The matter in dispute shall be submitted to an arbitrator mutually selected by Firm and the City. In the event that the parties cannot agree upon the selection of an arbitrator within seven (7) days, then within three (3) days thereafter, the City and the Firm shall request the presiding judge of the Superior Court in and for Madera County, State of California, to appoint an independent arbitrator. The cost of any such arbitration shall be divided equally between the City and the Firm. The results of the arbitration shall be nonbinding on the parties, and any party shall be free to initiate litigation subsequent to the final decision of the arbitrator. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

#### **19. GOVERNING LAW AND VENUE**

The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Madera County, State of California. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

## **20. OWNERSHIP OF RECORDS AND REPORTS**

All of the files, reports, documents, information and data prepared or assembled by Firm under this Agreement shall be and remain the property of City and shall be forwarded to City at any time City requires such files, reports, documents, information and data.

## **21. LICENSES AND PERMITS**

Firm represents and warrants that any license or permit necessary to perform Services under this Agreement is current and valid. The Firm understands that the activity described herein may constitute "doing business in the City of Madera" and the Firm agrees to obtain any necessary business tax license as required by the City and keep such license current during the term of this Agreement. Failure of Firm to obtain said permits prior to the commencement of its work shall mean breach of this Agreement.

## **22. NONASSIGNMENT**

This Agreement has been entered into based upon the personal reputation, expertise and qualifications of Firm. Neither party to this Agreement shall assign its interest in the Agreement, either in whole or in part. Firm shall not assign any monies due or to become due hereunder without the prior written consent of City.

## **23. ENTIRE AGREEMENT**

This Agreement and any attachments represent the entire agreement between City and Firm and supersede all prior negotiations, representations or agreements, either express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Written and signed amendments shall automatically become part of the Supporting Documents, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

## **24. SEVERABILITY**

The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision hereof and this Agreement shall remain in full force and effect except as to such invalid provision.

## **25. CONFLICTS OF INTEREST**

Municipal Solutions' employees, agents, consultants, analysts and Interim Professional adhere to the International City / County Managers Association (ICMA) Code of Ethics, and company policy (Exhibit B), to represent the company using the highest professional standards. The City understands that the Firm has ongoing commitments, contracts and personal interests outside the terms of this Agreement. Pursuant to State Statute, the Firm agrees to avoid and or disclose any potential conflicts which might prohibit the Firm or Consultant from performing the duties as assigned. In the foregoing event, the City may terminate this Agreement as described in Section 9.

## **26. AMERICANS WITH DISABILITIES ACT AND NON-DISCRIMINATION**

This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-

336, 42 U.S. C. 1.2101-12213) and all applicable federal regulations under the Act, including 28 CFF Parts 35 and 36.

The Firm shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans With Disabilities Act. The Firm shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation or disability.

#### **27. STATEMENT OF NON-SUSPENSION OR DISBARRMENT**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Firm acknowledges, by signature to this agreement, that:

- Firm is not currently suspended or debarred from contracting with the federal government, any of its agencies or any state or any of their political subdivisions;
- Firm's principals, agents, and consultants are not currently suspended or debarred from contracting with the federal government, any of its agencies or any state or any of their political subdivisions;

#### **28. UNDOCUMENTED WORKERS**

Firm understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986. Under the provisions of appropriate state laws, Firm hereby warrants to the City that the Firm and each of its subconsultants ("subconsultants") will comply with, and are contractually obligated to comply with, all Federal and Immigration laws and regulations that relate to their employees and applicable State Statutes (hereinafter "Immigration Warranty"). A breach of the Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Firm to penalties up to and including termination of this Agreement at the sole discretion of the City. The City retains the legal right to inspect the papers of any Firm or subconsultant employee who works on this Agreement to ensure that the Firm or subconsultant is complying with the Immigration Warranty. Firm agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Firm and any of subconsultant to ensure compliance with Immigration Warranty Firm agrees to assist the City in regard to any random verification(s) performed.

Neither the Firm nor any subconsultant shall be deemed to have materially breached the Immigration Warranty if they establish that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements. The provisions of this paragraph must be included in any contract the Firm enters into with any and all of its subconsultant who provide services under this Agreement or any subcontract. "Services are defined as furnishing labor, time or effort in the State of California by a subconsultant of the Firm.

#### **29. NON-COLLUSION / NO KICK-BACK CERTIFICATION**

Firm warrants that it has not colluded with any individual or company, and that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the City shall

have the right to annul this Agreement without liability, or at its discretion to deduct from the compensation to be paid Firm hereunder, the full amount of such commission, percentage, brokerage or contingent fee.

City warrants that no member of the City Council or any employee of the City has an interest, financially or otherwise, in the Firm or its officers, agents, consultants, analysts or Interim Professionals other than under this Agreement. For breach or violation of this warranty, the Firm shall have the right to annul this Agreement without liability, or at its discretion to add additional compensation to be paid City hereunder, the full amount of such commission, percentage, brokerage or contingent fee.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.



**Municipal Solutions, LLC**

\_\_\_\_\_  
David A. Evertsen, CEO & Principal  
875 So. Estrella Parkway #5038  
Goodyear, AZ 85338

**City of Madera**, a municipal corporation in the State of California.

\_\_\_\_\_  
Andrew J. Medellin, Mayor

Date: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Claudia Mendoza, Interim City Clerk

Date: \_\_\_\_\_

**EXHIBIT A TO FIRM AGREEMENT**

*To be discussed and completed for each Interim Assignment*

**City:** City of Madera

**Services:** \_\_\_\_\_

**Expected Commencement Date for Engagement:**

**Expected Work Performance:**

*(i.e. Four-ten days per week, typically Monday through Thursday or Five-eights, Monday through Friday).*

**Fees:** City shall pay to our Firm the Fees set forth below, if applicable, in consideration of the Services rendered by our Firm detailed below:

Compensation	Payment
Rate of Pay	The City shall pay Municipal Solutions the following fee for each week during which the Consultant or other Municipal Solutions representatives provide Services to the City: \$_____per Consultant or other Municipal Solutions resource.
Lodging	The City shall provide the Firm housing, or housing allowance, for each Interim Professional at a not to exceed rate of \$_____per Interim.
Mileage Reimbursement	City shall reimburse the Firm the consultant's mileage to and from City' s place of business at a rate of \$.55 per mile.
Air Travel	City shall reimburse the Firm for the consultant's air travel expenses including but not limited to \$_____
Business-related Expenses	City shall reimburse the Firm for consultant's business-related expenses including but not limited to....
Other...	

The Services Fees set forth above shall increase by five percent (5%) on 1 January 2020 and annually thereafter. Services Fees may be prorated by the Firm as appropriate. If City expressly approves or requests that a consultant work overtime hours, and if the Firm is required to pay such Consultant overtime rates for such work, City hereby agrees that its rates for such Consultant with respect to such overtime hours shall be 1.5 times the Services Fees rates set forth above.

**Term:** This Schedule shall commence upon its stated Commencement Date and shall continue until **<date>** and shall continue month to month after said date if mutually agreed upon in writing. After, this date, the schedule may be extended by:

- a. City in the event that services are requested for a longer period of time;
- b. rate shall be a simple extension of the existing agreement and expected completion date reduced to writing and approved by both the City and Firm (or unless otherwise agreed in writing); and
- c. availability and approval of the Interim Professional.

Schedule may be terminated either:

- a. by either party without cause by providing the other party 10 days' prior written notice of termination; or
- b. by either party with cause by providing the other party at least ten (10) days' prior written notice of termination for cause, provided that if the party giving such notice agrees that such cause has been cured during the first seven (7) days of such notice period then such notice of termination shall have no force or effect. It is understood and agreed that if for any reason the Consultant originally appointed cannot perform his duties, the City, in its sole discretion, may terminate this Agreement or request that Firm provide a substitute. Should the City terminate this agreement without cause before, City shall pay to the Firm as a termination fee of fifty percent (50%) of the Services Fee set forth above for each week remaining between the date of City' s early termination.

IN WITNESS WHEREOF the parties have executed this Schedule, effective on the Effective Date described above.

Agreed to and accepted by City of Madera California:

City Manager \_\_\_\_\_ Date: \_\_\_\_\_

Agreed to and accepted by Municipal Solutions, LLC:

By: David A. Evertsen, CEO Date: \_\_\_\_\_

## EXHIBIT B: THE VALUES AND POLICIES OF MUNICIPAL SOLUTIONS LLC

Municipal Solutions is committed to strengthening local government worldwide. With this mission in mind MS has formulated values and policies that steer the operation of our organization.

- I. **Code of Conduct.** Wherever we operate we aim for the highest standards of performance and behavior in everything we do, according to certain principles that shall govern the conduct of every employee and expert of Municipal Solutions. (See Code of Conduct below). We are aware that statements on paper are not sufficient to avoid condemnable behavior so we see the Code of Conduct as an instrument which is only useful if we discuss the mentioned values when we are confronted with dilemma's in the daily practice of our work. The management will review annually our attention for the values expressed in the Code of Conduct.
- II. **Human Resources.** Our Analysts, Senior Analysts, Consultants and Board Members are central to everything we do. Municipal Solutions will invest in skills and talents of their employees through ongoing training and development.
- III. **Security and Safety.** We take security and safety very seriously. That is why we have a well elaborated security and safety policy to protect our employees and experts on assignments around the world.
- IV. **Sustainable Entrepreneurship.** We want to contribute to sustainable growth that is why we operate in a way that minimizes negative environmental impact and maximizes positive social impact.

### Code of Conduct Municipal Solutions

1. We are dedicated to the concepts of effective, efficient local government service delivery and strive to assist local governments globally to fulfill their stewardship to the residents of the communities served.
2. We affirm the dignity and worth of the services rendered by democratic government and maintain a constructive, creative, and practical attitude to local government affairs and a deep sense of social responsibility.
3. We know that we are the ambassadors of Municipal Solutions. We are dedicated to the highest ideals of honor, integrity and trustworthiness in all public and personal relationships, which means amongst other things that the use of illegal drugs, excessive consumption of alcohol, sexual harassment and bribery are prohibited in all circumstances. We are fair and do not discriminate.
4. We strive to achieve the highest quality, effectiveness and dignity in both the process and the products of our professional work. We only accept an assignment if we are able to offer the know-how and qualifications to fulfill. We are straight and clear in our accountability for the results and failures of our work. We are open for criticism and see that as a stimulus for improving the quality of work.
5. We acquire and maintain professional competence, share information with our colleagues, and accept and provide appropriate professional review.
6. We listen carefully to our clients, partners and contracting agents in order to be able to understand and address their real needs.
7. We know that we are doing our work on the request of our clients. We respect cultural values, sensitivities and national laws of the country in which we work. We stick to contracts, agreements, and assigned responsibilities.
8. We honor property rights including copyrights and patent and give proper credit for intellectual property. We respect the privacy of others and honor confidentiality.
9. We are aware that we sometimes work under difficult or dangerous circumstances and we fully comply with the 'Security and Safety Policy' of Municipal Solutions.
10. We uphold and promote the principles of this Code.

When becoming aware of a possible violation of the Municipal Solutions Code of Conduct by staff or experts of the organization, people are encouraged to report the matter to Municipal Solutions. In reporting the matter people may choose to go on record as the complainant or report the matter on a confidential basis. Reports of violation can be sent to our CEO and Principal, David Evertsen: 623 207-1309 via Email: [devertsen@municipalsolutions.org](mailto:devertsen@municipalsolutions.org)