

CITY OF MADERA

COMPENSATION STUDY CONSULTING SERVICES AGREEMENT

THIS AGREEMENT made and entered into the ___ day of _____, 2018, by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "City" AND _____, hereinafter called "Consultant";

RECITALS:

- A. The City desires to obtain market compensation information for comparison with the City's current compensation plan for management classifications.
- B. Consultant is a firm having the necessary experience and qualifications to provide such consultation services to the City.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, it is agreed by and between the City and the Consultant as follows:

1. Services. The City hereby contracts with Consultant to provide consulting services herein set forth at the compensation and upon the terms and conditions herein expressed, and Consultant hereby agrees to perform such services for said compensation, and upon said terms and conditions. City hereby authorizes Consultant to commence work immediately upon approval of this agreement by the City Council at a regularly scheduled meeting of said governing body.

2. Obligations, duties and responsibilities of Consultant. It shall be the duty, obligation and responsibility of the Consultant, in a skilled and professional manner, to perform the consulting services in accordance with the RFP and Consultant's response to the RFP attached hereto collectively as Exhibit 1.

3. Consultant's fees and compensation: amount, how and when payable.

[Insert Fee Schedule]

Billings are to be made directly to the following address:

City of Madera
Attn: Accounts Payable
205 W. 4th Street
Madera, CA 93637

4. Term of agreement. This Agreement shall be in effect starting _____, 2018 and terminating upon completion of the project. Consultant may be contacted following

submittal of the final report for clarification and consultation on information provided in said report.

5. Consultant's agreement to hold harmless and insurance requirements.

5.1 Independent contractor. In the furnishing of the services provided herein, the Consultant is acting as an independent contractor and not as an employee of the City.

5.2 Indemnification and Waivers. Consultant shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Consultant's performance of its obligations under this agreement or out of the operations conducted by Consultant, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this agreement, the Consultant shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

5.3. Insurance. During the term of this Agreement, Consultant shall maintain, keep in force and pay all premiums required to maintain and keep in force the policies and limits of such policies as required in Exhibit 1 of this Agreement.

6. Attorney's fees/venue. In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorney's fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County.

7. Governing Law. The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

8. Termination. This agreement may be terminated by mutual written agreement or it may be terminated by the City upon giving ten (10) days written notice of intent to terminate the agreement.

Notice of termination shall be mailed to the City:

City of Madera
Sonia Alvarez, City Clerk
205 W. 4th Street
Madera, CA 93637
salvarez@cityofmadera.com

To the Consultant: _____

In the event of such termination, Consultant shall be paid for work completed to date of termination, and any such work shall become the property of the City and the amount of final fee due and payable by City to Consultant will be subject to negotiation but in no event less than the fees for service pursuant to this Agreement.

9. Assignment. Neither the City nor the Consultant will assign its interest in this Agreement without the written consent of the other.

10. Notices. All notices and communications from the City shall be to Consultant's designated Manager and all notices and communications from the Consultant shall be to the City Clerk for distribution to the Council as a whole. All communications shall be conducted in writing. All written notices shall be provided and addressed as indicated in Paragraph 8 hereof.

11. Included herein by reference is the Request for Proposal.

This agreement and the attachments and exhibits incorporated herein by reference, represents the entire agreement and understanding between the parties. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Madera, California, the day and year first above written.

CITY OF MADERA

BY: _____
Andrew J. Medellin, Mayor

[Company Name]

BY: _____
Printed Name, Title

ATTEST:

Sonia Alvarez, City Clerk

APPROVED AS TO FORM

CITY ATTORNEY:

By: _____
Joel Brent Richardson

DRAFT