

MADERA CITY COUNCIL LATE DISTRIBUTION ITEM AGENDA 2/20/19

DATE: 2/19/19

TO: Mayor and Council

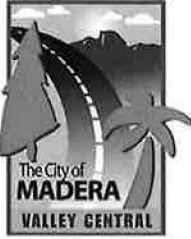
FROM: Tim Przybyla, Director of Financial Services.

SUBJECT: Late Distribution – Regular Meeting Agenda 2/20/19, Item C-6
Agreement with William C. Statler

Attached are the report and supporting documents for agenda item C-6, Agreement with William C. Statler. Additional time was needed to review and finalize report before distributing to Council. We apologize for any inconvenience this may have caused.


Thank you.

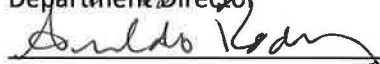
C: City Manager
Community Development Director



REPORT TO CITY COUNCIL

Approved by:



Department Director


Arnoldo Rodriguez, City Manager

Council Meeting of: February 20, 2019

Agenda Number: C-6

SUBJECT: Consideration of a Resolution of the City Council of the City of Madera, Approving a Special Services Agreement between the City of Madera and William C. Statler and Authorizing the Mayor to Execute the Agreement

RECOMMENDATION: Staff recommends the City Council (Council) adopt the Resolution of the City Council of the City of Madera, Approving a Special Services Agreement between the City of Madera and William C. Statler and Authorizing the Mayor to Execute the Agreement.

SUMMARY: In an effort to seek to improve our budgeting process and meet the expectations of Council, staff has reached out to highly-qualified consultants and asked for bids to perform the following services:

- Review key document policies and procedures
- Review best practices related to budgeting
- Interview stakeholders
- Provide a draft report
- Present a final report to the Council

We have asked the consultants to provide the final report to the Council at or before the April 3, 2019 City Council meeting, so that we could have the findings in time to incorporate them into our Fiscal Year 2019/2020 Budget preparations. The consultants that staff reached out to were William C. Statler, Rogers, Anderson, Malody & Scott, LLP, Certified Public Accountants (RAMS) and the Pun Group. William C. Statler provided a proposal for an amount not to exceed \$7,920, plus expenses estimated to be \$725. His hourly rate is \$165 per hour. RAMS provided a proposal with an estimated cost between \$19,200 and \$24,000, plus an estimated additional \$600 for travel costs. Their hourly rates are \$180 per hour for the Manager and \$300 per hour for the Partner. The Pun Group had proposed having Lori Jamison, the former Finance Director of the City of Clovis provide these consulting services at a total all-inclusive maximum cost of approximately \$9,600. However, their hourly rate in the proposal is \$120 and they estimate the project to take 80 hours. Staff is recommending an agreement with William C. Statler, because he is highly qualified to provide these services and his not-to-exceed proposal is lower than the Pun Group's proposal.

FINANCIAL IMPACT: The impact to the General Fund is expected to be approximately \$8,645, including reasonable costs for expenses estimated to be about \$725. Staff will review available funding in the Fiscal

Year 2018/2019 Budget to determine whether or not a budget amendment for this amount will be necessary. If a budget amendment is deemed to be necessary, staff will include said budget amendment in the Mid-Year Budget Report.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: Approval of this item is consistent with Strategy 115 of the Vision Plan - Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth.

ALTERNATIVES: As an alternative to adopting this resolution, the City Council may:

- choose not to adopt it and direct staff to modify the report and bring it back for reconsideration at another City Council meeting, which would delay the project and make it difficult to accomplish the goals for this project in a timely manner
- direct staff to adopt a resolution approving a similar agreement with the Pun Group, to include the terms that the Pun Group has proposed
- direct staff not to pursue these budget consulting services at this time

ATTACHMENTS:

- 1) Resolution
- 2) Agreement between the City of Madera and William C. Statler, including Exhibits A and B

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA,
APPROVING A SPECIAL SERVICES AGREEMENT BETWEEN THE CITY OF MADERA AND
WILLIAM C. STATLER AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

WHEREAS, the City wants to contract with a highly-qualified consultant to review the City's budget process and resulting budget document, and then make findings and recommendations as appropriate; and

WHEREAS, the City requested and received proposals from three (3) highly-qualified consultants; and

WHEREAS, William C. Statler provided the lowest total proposed cost of the three consultants; and

WHEREAS, staff has prepared a Special Services Agreement between the City of Madera and William C. Statler for an amount not to exceed \$7,920 plus reasonable expenses estimated to be about \$725.

NOW THEREFORE, THE COUNCIL OF THE CITY OF MADERA does hereby resolve, find and order as follows:

1. The Special Services Agreement between the City of Madera and William C. Statler in an amount not to exceed \$7,920 plus reasonable expenses estimated to be about \$725, a copy of which is on file in the office of the City Clerk and referred to for particulars, is hereby approved.
2. The Mayor is hereby authorized to execute the Special Services Agreement with William C. Statler.
3. The resolution is effective immediately upon adoption.

AGREEMENT

THIS AGREEMENT is made and entered into on February 20, 2019, by and between the CITY OF MADERA, hereinafter referred to as City, and WILLIAM C. STATLER, , hereinafter referred to as Consultant.

WITNESSETH:

WHEREAS, the City wants to contract with a highly-qualified consultant to review the City's budget process and resulting budget document, and then make findings and recommendations as appropriate.

WHEREAS, Consultant is qualified to perform this type of service and has submitted a proposal to do so which has been accepted by City.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. **TERM.** The term of this Agreement shall be from the date this Agreement is made and entered, as first written above, until acceptance or completion of said services.
2. **CITY'S OBLIGATIONS.** For providing services as specified in this Agreement, City will pay and Consultant shall receive therefor compensation in a total sum not to exceed \$7,920.00 plus expenses.
3. **CONSULTANT'S OBLIGATIONS.** For and in consideration of the payments and agreements hereinbefore mentioned to be made and performed by City, Consultant agrees with City to provide services as set forth in Exhibit A attached hereto and incorporated into this Agreement. Consultant further agrees to the contract performance terms as set forth in Exhibit B attached hereto and incorporated into this Agreement.
4. **AMENDMENTS.** Any amendment, modification or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the City Administrative Officer of the City.
5. **COMPLETE AGREEMENT.** This written Agreement, including all writings specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding, or representation be binding upon the parties hereto.

6. **NOTICE.** All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as follows:

City	Director of Financial Services City of Madera 205 W. Fourth Street Madera, CA 93637
Consultant	William C. Statler 124 Cerro Romauldo Avenue San Luis Obispo, CA 93405

7. **AUTHORITY TO EXECUTE AGREEMENT.** Both City and Consultant do covenant that each individual executing this agreement on behalf of each party is a person duly authorized and empowered to execute Agreements for such party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

ATTEST:

CITY OF MADERA

City Clerk

By: _____

Mayor

APPROVED AS TO FORM:

CONSULTANT

City Attorney

By: _____

William C. Statler

Fiscal Policy ■ Financial Planning ■ Analysis ■ Training ■ Organizational Review

February 14, 2019



Proposal to the City of Madera BUDGET PROCESS AND DOCUMENT REVIEW

This proposal is in response to the City of Madera's interest in contracting with a highly-qualified consultant in reviewing the City's budget process and resulting budget document, and then making findings and recommendations as appropriate. The following outlines my proposed work program, schedule, compensation and qualifications for performing this review.

OVERVIEW

In looking for ways to improve its budget process and resulting budget document, the City wants to review current strengths and areas for improvement. As outlined below under *Work Program*, my review will address:

- Long-term fiscal forecasts
- Strategies for community engagement
- Linking top priorities and goals with resources
- Fiscal policies that guide budget preparation
- Zero-based budgeting
- Internal review process
- Budget document contents, orientation (line-item, program, performance) and presentation
- Budget monitoring and reporting

In performing my review, I will draw on "best practices" recommended by the:

- Government Finance Officers Association of the United States and Canada (GFOA)
Best Practices
Award for Distinguished Budget Presentation Criteria
Elected Officials Guide on Budgeting
Fiscal Sustainability

- California Society of Municipal Finance Officers (CSMFO)
Budget Award Review Guidelines
- National Advisory Council on State and Local Budgeting (NACSLB)
Best Budget Practices in Public Budgeting
- Institute for Local Government (ILG)
Engaging the Public in Budgeting

Additionally, as detailed below under *Qualifications*, I will draw on my extensive budgeting and financial planning experience as a Finance Director, consultant, trainer and author.

WORK PROGRAM

1. Key Document, Policies and Procedures Review

Review key documents, policies and procedures such as:

- a. 2018-19 Budget
- b. Key budget and fiscal policies
- c. Long-term forecast
- d. Budget calendar; internal budget instructions and development process
- e. Budget monitoring and reporting practices
- f. Process for community engagement and Council goal-setting

Part of this review will be conducted on-site in conjunction with stakeholder interviews under Task 3.

2. Best Practices Review

- a. Review “best practices” by standard-setting groups such as the GFOA, CSMFO, NACSLB and ILG.
- b. Compare these with the City’s budgeting practices.
- c. Evaluate pros and cons of “zero-based budgeting” and consider appropriateness for the City.

3. Stakeholder Interviews

In assessing strengths and weaknesses in the City’s budget process by those most affected by it, interview key “stakeholders” in the City’s budget development, review and approval process, such as:

- a. Council members (the ultimate “customers” of the process)
- b. City Manager and other key administrative staff
- c. Finance staff
- d. Department Heads
- e. Other key budget operating department staff

Stakeholders to be interviewed will be determined in close consultation with the project manager and others as appropriate. This on-site visit will likely take one to two days; and conducted in conjunction with Task 1.

4. Draft Report

Prepare draft report for City review that makes findings and recommendations:

- a. Identifies current strengths in the City's budget process and document.
- b. Presents areas for improvements: those that can be reasonably implemented for the 2019-20 Budget and those that should be considered in future years.

5. Final Report and Council Presentation

- a. Incorporate comments/revisions from the draft report and prepare final report.
- b. Present findings and recommendation to the Council.

COMPLETION DATE

The goal is to complete the final report and present findings to the Council at the April 3, 2019 meeting.

DELIVERABLES

All written materials will be provided to the City in electronic form via email in Excel, Word, Adobe Acrobat or PowerPoint as appropriate. Any "hard-copy" reproduction will be at the City's expense.

COMPENSATION

Fixed Fee: \$7,920.00, Plus Expenses

Tasks	Hours
1. Key document, policies and procedures review	10.00
2. Best practices review	6.00
3. Stakeholder interviews	10.00
4. Draft report	14.00
5. Final report and Council presentation	8.00
Total Hours	48.00
Total Compensation at \$165.00 Per Hour	\$7,920.00

This fixed fee assumes that the work will be completed largely via email and teleconference. As noted above, it includes two on-site visits for Tasks 1, 2 and 5. Reasonable expenses for

travel, lodging and meals will be reimbursed on an actual cost basis. These are estimated to be about \$725.

If additional on-site visits are required for additional briefings/presentations to staff or the Council, or if other services are requested during the course of this work, these will be charged on a time and materials basis at \$165.00 per hour. When applicable, travel time will be charged at 50% of this billing rate (\$82.50 per hour).

Services will be billed monthly based on progress-to-date.

QUALIFICATIONS

As set forth in the following Qualifications Summary, I have extensive experience in a broad range of financial management practices, which have received state and national recognition for excellence in financial planning and reporting.

My work ranges from San Luis Obispo (the city that Oprah Winfrey calls the “Happiest City in America”) to volunteer service helping the troubled City of Bell reform their government.

My senior management experience includes serving as the Director of Finance & Information Technology/City Treasurer for the City of San Luis Obispo for 22 years and as the Finance Officer for the City of Simi Valley for ten years before that. Since retiring from local government in 2010, the “third act” of my career includes over 50 consulting assignments for wide range of government agencies.

My experience also includes playing key leadership roles in the profession, which included serving as a member of the Board of Directors of the League of California Cities, President of the League’s Fiscal Officer Department and President of the California Society of Municipal Finance Officers (CSMFO); and setting accounting and financial reporting standards as a member of the California Committee on Municipal Accounting.

I have also published extensively on municipal finance best practices, including co-authoring the *Guide to Local Government Finance in California*, which has gained wide recognition as the industry standard on this topic; and provided highly-rated training for a number of professional organizations.

As detailed in the Qualifications Summary, my consulting work has included:

- Organizational analysis and policy advice, including reserve policies, organization reviews, benchmarking, financial condition assessments and operational reviews.
- Strategic planning and long-term financial plans.
- Interim finance director for the City of Monterey, San Diego County Water Authority and City of Capitola.
- Revenue option analyses; cost allocation plans; and water, sewer and solid waste rate studies.

In each case, I believe the contracting agencies were delighted with the high-quality results they received at a very reasonable cost. (References from the senior managers of these agencies are available upon request.)

Budget Experience. As discussed in the *Overview*, I have extensive budgeting and financial planning experience as a Finance Director, consultant, trainer and author.

For 22 years as the Finance Director in the City of San Luis Obispo, I led the budget development process and preparation of award-winning budgets. Innovative aspects of the City's budget and process that received state and national recognition for excellence included:

- Multi-year budgeting: two-year operating budget (with carryover of unexpended balances) and four-year comprehensive capital improvement plan.
- Extensive and meaningful community engagement.
- Close integration of Council goal-setting and the budget process.
- Clearly articulated budget and fiscal policies as the foundation for budget-building and financial decision-making.
- Long-term fiscal forecasts as an integral part of the budget process.
- Program and performance budget process and format.
- Comprehensive budget instructions covering the "what and why" as well as the "how" of the budget process.
- Rigorous internal budget development and review process in vetting department requests (so the Council didn't have to).

The following provide links to key budget documents that I was responsible for preparing as well as two "white papers" on the City's experience with multi-year budgeting and integrating goal-setting into the budget process.

White Papers

- [City's multi-year budgeting experience](#)
- [City's experience in integrating Council goal-setting with the budget process](#)

Budget Documents

- [2009-11 Financial Plan and 2008-09 Budget](#)
- [2009-11 Budget Instructions](#)
- [2009-13 Capital Improvement Plan](#)

I also have extensive experience as a consultant in assisting cities with community engagement and integrating strategic planning/Council goal-setting into the budget process; long-term financial planning; and in developing key budget policies such as reserves. Below are links to the work I have done in these areas:

Community Engagement and Integrating Strategic Planning/Council Goal-Setting into the Budget Process

- City of Monrovia (in collaboration with the HSM Team)
[Community Outreach Results](#)
[Strategic Planning Process](#)
- City of Sanger (in collaboration with the HSM Team)
[Community Outreach Results](#)
[Strategic Planning Process](#)
[Goal-Setting Results](#)
- City of Pismo Beach (in collaboration with the HSM Team)
[Community Outreach Results](#)
[Goal-Setting Results](#)
- City of Willits (in collaboration with the HSM Team)
[Goal-Setting Results](#)
[Goal-Setting Process Overview](#)
- City of Bell (in collaboration with the HSM Team)
[Council Goal-Setting Process](#)

Long-Term Financial Planning

- [City of Salinas](#)
- [City of Camarillo](#)
- [City of Carpinteria](#)
- [City of Grover Beach Update](#)
- [City of Grover Beach](#)
- [City of Twentynine Palms](#)
- [City of Pismo Beach](#)
- [Bear Valley Community Services District](#)

General Fund Reserve Policies

- [Town of Los Gatos](#)
- [City of Pacific Grove](#)
- [City of Lompoc](#)
- [City of Twentynine Palms](#)
- [City of Willits](#)

In addition, I have provided highly-rated training on budgeting, forecasting, long-term financial planning and the "power of fiscal policies" for the CSMFO, League of California Cities, Institute for Local Government and the GFOA; and I have published extensively on these topics.

SUMMARY

I am looking forward to this opportunity to serve the City of Madera. Please call or email me if you have any questions concerning this proposal.

Sincerely,



William C. Statler

Fiscal Policy ■ Financial Planning ■ Analysis ■ Training ■ Organizational Review



QUALIFICATIONS SUMMARY

SENIOR FINANCIAL MANAGEMENT EXPERIENCE

Bill Statler has over 30 years of years of senior financial management experience, which included serving as the Director of Finance & Information Technology/City Treasurer for the City of San Luis Obispo for 22 years and as the Finance Officer for the City of Simi Valley for 10 years before that.

Under his leadership, the City of San Luis Obispo received national recognition for its financial planning and reporting systems, including:

- Award for Distinguished Budget Presentation from the Government Finance Officers Association of the United States and Canada (GFOA), with special recognition as an outstanding policy document, financial plan and communications device. ***San Luis Obispo is one of only a handful of cities in the nation to receive this special recognition.***
- Awards for excellence in budgeting from the California Society of Municipal Finance Officers (CSMFO) in all four of its award budget categories: innovation, public communications, operating budgeting and capital budgeting. ***Again, San Luis Obispo is among a handful of cities in the State to earn recognition in all four of these categories.***
- Awards for excellence in financial reporting from both the GFOA and CSMFO for the City's comprehensive annual financial reports.
- Recognition of the City's financial management policies as "best practices" by the National Advisory Council on State and Local Budgeting.

The financial strategies, policies and programs he developed and implemented resulted in strengthened community services and an aggressive program of infrastructure and facility improvements, while at the same time preserving the City's long-term fiscal health.

CONSULTING AND INTERIM ASSIGNMENTS

Long-Term Financial Plans

- City of Grover Beach
- City of Salinas
- City of Camarillo
- City of Carpinteria
- City of Pismo Beach
- City of Twentynine Palms
- City of Bell
- Bear Valley Community Services District

Strategic Planning and Council Goal-Setting

In collaboration with the HSM Team

- City of Monrovia
- City of Sanger
- City of Pismo Beach
- City of Bell
- City of Willits

Organizational Analysis and Policy Advice

- Financial Management Advice During Finance Director Transition: City of Monterey
- Organizational Review (Plans/Public Works and Community Services): City of Monterey
- Finance Organizational Review: Ventura Regional Sanitation District
- Benchmark Analysis: City of Capitola
- Financial Management Improvements: City of Capitola
- Organizational Review: City of Willits (in collaboration with the HSM Team)
- Finance Division Organizational Review: Sacramento Metropolitan Fire District
- Finance Department Organizational Review: City of Ceres (in collaboration with national consulting firm)
- Pro Bono Financial Management Transition Team and Policy Advice: City of Bell
- Preparation for Possible Revenue Ballot Measure: City of Monterey
- Fund Accounting Review: State Bar of California
- Construction Project Contracting Review: Central Contra Costa Sanitary District
- Focused Financial Review: City of Watsonville
- Financial Assessment: City of Guadalupe
- Financial Condition Assessment: City of Grover Beach
- General Fund Reserve Policy: Town of Los Gatos
- General Fund Reserve Policy: City of Pacific Grove
- General Fund Reserve Policy: City of Lompoc
- General Fund Reserve Policy: City of Twentynine Plans
- General Fund Reserve Policy: City of Willits
- Reserve Policy: State Bar of California
- Budget and Fiscal Policies: City of Santa Fe Springs
- Budget and Fiscal Policies: City of Bell

Interim Finance Director

- City of Monterey
- San Diego County Water Authority
- City of Capitola

Other Financial Management Services

- Revenue Options Study: Santa Clara Valley Water District
- Revenue Options Study: City of Greenfield
- Revenue Options Study: City of Pismo Beach
- Cost Allocation Plan: City of Greenfield
- Cost Allocation Plan: City of Guadalupe
- Cost Allocation Plan: City of Port Hueneme
- Cost Allocation Plan: City of Grover Beach
- Cost Allocation Plan Review: State Bar of California
- Cost Allocation Plan Review: City of Ukiah
- Disciplinary Proceedings Cost Recovery Review: State Bar of California
- Water and Sewer Rate Reviews: Avila Beach Community Services District
- Water and Sewer Rate Reviews: City of Grover Beach
- Solid Waste Rate Review: County of San Luis Obispo, Los Osos and North County Areas
- Joint Solid Waste Rate Review: Cities of Arroyo Grande, Grover Beach, Pismo Beach and Oceano Community Services District

PROFESSIONAL LEADERSHIP

- Member, Board of Directors, League of California Cities (League): 2008 to 2010
- Member, California Committee on Municipal Accounting: 2007 to 2010
- Member, GFOA Budget and Fiscal Policy Committee: 2005 to 2009
- President, League Fiscal Officers Department: 2002 and 2003
- President, CSMFO: 2001
- Member, Board of Directors, CSMFO: 1997 to 2001
- Chair, CSMFO Task Force on "GASB 34" Implementation
- Fiscal Officers Representative on League Policy Committees: Community Services, Administrative Services and Environmental Quality: 1992 to 1998
- Chair, Vice-Chair and Senior Advisor for CSMFO Committees: Technology, Debt, Career Development, Professional and Technical Standards and Annual Seminar Committees: 1995 to 2010
- Member, League Proposition 218 Implementation Guide Task Force
- Chair, CSMFO Central Coast Chapter: 1994 to 1996

TRAINER

- League of California Cities
- Institute for Local Government
- California Debt and Investment Advisory Commission
- Government Finance Officers Association of the United States and Canada

- California Society of Municipal Finance Officers
- Municipal Management Assistants of Southern California and Northern California
- National Federation of Municipal Analysts
- Probation Business Manager's Association
- Humboldt County
- California Association of Local Agency Formation Commissions
- American Planning Association

Topics included:

- Long-Term Financial Planning
- The Power of Fiscal Policies
- Financial Analysis and Reporting
- Fiscal Health Contingency Planning
- Effective Project Management
- Providing Great Customer Service in Internal Service Organizations: The Strategic Edge
- Strategies for Downsizing Finance Departments in Tough Fiscal Times
- Top-Ten Skills for Finance Officers
- Telling Your Fiscal Story: Tips on Making Effective Presentations
- What Happened in the City of Bell and What We Can Learn from It
- Multi-Year Budgeting
- Top Challenges Facing Local Government Finance Officers
- Fiscalization of Land Use
- Debt Management
- Transparency in Financial Management: Meaningfully Community Involvement in the Budget Process
- Financial Management for Non-Financial Managers
- Preparing for Successful Revenue Ballot Measures
- Integrating Goal-Setting and the Budget Process
- Financial Management for Elected Officials
- 12-Step Program for Recovery from Fiscal Distress
- Strategies for Strengthening Organizational Effectiveness
- Budgeting for Success Among Uncertainty: Preparing for the Next Downturn

PUBLICATIONS

- *Guide to Local Government Finance in California*, Solano Press, Second Edition, 2017 (Co-Author)
- *Setting Reserve Policies – and Living Within Them*, CSMFO Magazine, May 2017
- *Presenting the Budget to Your Constituents*, CSMFO Magazine, July 2016
- *Planning for Fiscal Recovery*, Government Finance Review, February 2014

- *Managing Debt Capacity: Taking a Policy-Based Approach to Protecting Long-Term Fiscal Health*, Government Finance Review, August 2011
- *Fees in a Post-Proposition 218 World*, League of California Cities, District Attorney's Department Spring Conference, May 2010
- *Municipal Fiscal Health Contingency Planning*, Western City Magazine, November 2009
- *Understanding the Basics of County and City Revenue*, Institute for Local Government, 2008 (Contributor)
- *Financial Management for Elected Officials*, Institute for Local Government, 2010 (Contributor)
- *Getting the Most Out of Your City's Current Revenues: Sound Fiscal Policies Ensure Higher Cost Recovery for Cities*, Western City Magazine, November 2003
- *Local Government Revenue Diversification, Fiscal Balance/Fiscal Share and Sustainability*, Institute for Local Government, November 2002 (Co-Author)
- *Why Is GASB 34 Such a Big Deal?*, Western City Magazine, November 2000
- *Understanding Sales Tax Issues*, Western Cities Magazine, June 1997
- *Proposition 218 Implementation Guide*, League of California Cities, 1997 (Contributor)

HONORS AND AWARDS

- Cal-ICMA Ethical Hero Award (for service to the City of Bell)
- CSMFO Distinguished Service Award for Dedicated Service and Outstanding Contribution to the Municipal Finance Profession
- National Advisory Council on State and Local Government Budgeting: Recommended Best Practice (Fiscal Policies: User Fee Cost Recovery)
- GFOA Award for Distinguished Budget Presentation: Special Recognition as an Outstanding Policy Document, Financial Plan and Communications Device
- CSMFO Awards for Excellence in Operating Budget, Capital Improvement Plan, Budget Communication and Innovation in Budgeting
- GFOA Award of Achievement for Excellence in Financial Reporting
- CSMFO Certificate of Award for Outstanding Financial Reporting

- National Management Association Silver Knight Award for Excellence in Leadership and Management
 - American Institute of Planners Award for Innovation in Planning
 - Graduated with Honors, University of California, Santa Barbara
-

Visit my web site for additional information at www.bstatler.com

.....

Exhibit B

CONTRACT PERFORMANCE TERMS

1. **Ability to Perform.** Consultant warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all federal, state, county, city, and special district laws, ordinances, and regulations.
2. **Laws to be Observed.** Consultant shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of Madera ordinances, regulations and adopted codes during its performance of the work.
3. **Payment of Taxes.** The contract prices shall include full compensation for all taxes that Consultant is required to pay.
4. **Permits and Licenses.** Consultant shall procure all permits and licenses, pay all charges and fees, and give all notices necessary.
5. **Safety Provisions.** Consultant shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.
6. **Public and Employee Safety.** Whenever Consultant's operations create a condition hazardous to the public or City employees, it shall, at its expense and without cost to the City, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.
7. **Preservation of City Property.** Consultant shall provide and install suitable safeguards, approved by the City, to protect City property from injury or damage. If City property is injured or damaged as a result of Consultant's operations, it shall be replaced or restored at Consultant's expense. The facilities shall be replaced or restored to a condition as good as when the Consultant began work.
8. **Immigration Act of 1986.** Consultant warrants on behalf of itself and all sub-Consultants engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.
9. **Consultant Non-Discrimination.** In the performance of this work, Consultant agrees that it will not engage in, nor permit such sub-Consultants as it may employ, to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, sexual orientation, or religion of such persons.
10. **Work Delays.** Should Consultant be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the City's sole option, be extended for such periods as may be agreed upon by the City and the Consultant.
11. **Payment Terms.** The City's payment terms are 30 days from the receipt of an original invoice and acceptance by the City of the services provided by Consultant (Net 30).

12. **Audit.** The City shall have the option of inspecting and/or auditing all records and other written materials used by Consultant in preparing its invoices to City as a condition precedent to any payment to Consultant.
13. **Interests of Consultant.** Consultant covenants that it presently has no interest and shall not acquire any interest direct or indirect or otherwise, which would conflict in any manner or degree with the performance of the work hereunder. Consultant further covenants that, in the performance of this work, no sub-Consultant or person having such an interest shall be employed. Consultant certifies that no one who has or will have any financial interest in performing this work is an officer or employee of the City. It is hereby expressly agreed that, in the performance of the work hereunder, Consultant shall at all times be deemed an independent Consultant and not an agent or employee of the City.
14. **Hold Harmless and Indemnification.** Consultant agrees to defend, indemnify, protect and hold the City and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Consultant's employees, agents or officers which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of Consultant, and its agents, officers or employees, in performing the work or services herein, and all expenses of investigating and defending against same; provided, however, that Consultant's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers or employees.
15. **Contract Assignment.** Consultant shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City.
16. **Termination.** If, during the term of the contract, the City determines that Consultant is not faithfully abiding by any term or condition contained herein, the City may notify Consultant in writing of such defect or failure to perform; which notice must give Consultant a 10 (ten) calendar day notice of time thereafter in which to perform said work or cure the deficiency.

If Consultant has not performed the work or cured the deficiency within the ten days specified in the notice, such shall constitute a breach of the contract and the City may terminate the contract immediately by written notice to Consultant to said effect. Thereafter, neither party shall have any further duties, obligations, responsibilities or rights under the contract.

In said event, Consultant shall be entitled to the reasonable value of its services performed from the beginning date in which the breach occurs up to the day it received the City's Notice of Termination, minus any offset from such payment representing the City's damages from such breach. "Reasonable value" includes fees or charges for goods or services as of the last milestone or task satisfactorily delivered or completed by Consultant as may be set forth in the Agreement payment schedule; compensation for any other work, services or goods performed or provided by Consultant shall be based solely on the City's assessment of the value of the work-in-progress in completing the overall workscope.

The City reserves the right to delay any such payment until completion or confirmed abandonment of the project, as may be determined in the City's sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall Consultant be entitled to receive in excess of the compensation quoted in its proposal.

17. **Ownership of Materials.** All original drawings, plan documents and other materials prepared by or in possession of Consultant as part of the work or services under these specifications shall become the permanent property of the City and shall be delivered to the City upon demand.
18. **Insurance.** Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

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, \$2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$1,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease, if Consultant employs others in the performance of this Agreement. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- **\$1,000,000 Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

Maintenance of Coverage. 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 Consultant, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance. Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.