



STAFF REPORT

SAUSALITO CITY COUNCIL

AGENDA TITLE:

Professional Services Agreement with Moreland Temporary Services

RECOMMENDED MOTION:

Approve Professional Services Agreement with Moreland Temporary Services to provide the City of Sausalito with an Interim Finance Director.

SUMMARY

On January 12, 2009, the City entered into an agreement with Moreland Temporary Services. Pursuant to the Agreement, Charlie Francis has been providing services to the City as the Interim Finance Director. The Agreement was approved under the City Manager's contract authority (\$15,000.00). In order to exceed this amount, City Council approval is needed.

BACKGROUND

After the departure of Louise Ho in September, 2008, the City contracted with LIA & Associates to provide for an Interim Finance Director. Through this contract, the City retained the services of Ms Laurie Ireland-Ashley for this critical position. Ms Ireland-Ashley expertly guided the City's Finance Department and activities to finalize the audit, address a number of outstanding internal control issues and initiate sustainability for ongoing maintenance of the Department. Ms Ireland-Ashley far exceeded the City's expectations as Interim Finance Director.

Meanwhile, the City also initiated its six-month transition plan for its next permanent Finance Director. The City's Finance Director's job description was reviewed and updated, a recruitment brochure was developed, and the City initiated advertising for the position.

Ms Ireland-Ashley was offered an ideal position that more fully met her long-term personal and professional aspirations and it was with sorrow that the City had to accept her resignation and that she would not be available as the Interim Finance Director during the projected six-month transition. Since it was necessary to continue to provide for an Interim Finance Director, Ms Ireland-Ashley and the City Manager screened and interviewed several candidates and selected the firm of Moreland Temporary Services and specifically Mr. Charlie Francis to provide the interim services to the City. Mr. Francis has an extensive background of over 37 years of providing financial management services to municipalities, county, state, national and international governments. He has 15 years experience as the CFO for municipal governments, and has direct experience managing cities at the high level of services expected from affluent tourist-based economies.

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FISCAL IMPACT

Moreland Temporary Services are being paid out of the budgeted amount for the Administrative Services Director. Due to the fact that Moreland Temporary Services is an independent contractor and that Charlie Francis is an employee for Moreland Temporary Services, no City benefits are being provided. It is anticipated that the salary savings from the unfilled Administrative Services Director position will cover both of the Interim Finance Director contracts, as well as the salary for a permanent Finance Director.


STAFF RECOMMENDATIONS

1. Approve the Professional Services Contract with Moreland Temporary Services.

ATTACHMENTS

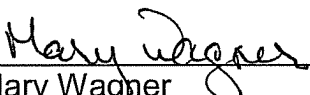
1. Professional Services Contract with Moreland Temporary Services.

PREPARED BY:



Charles D. Francis
Interim Finance Director

REVIEWED BY:



Mary Wagner
City Attorney

SUBMITTED BY:

Adam Politzer
City Manager

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CITY OF SAUSALITO
PROFESSIONAL/CONSULTING SERVICES AGREEMENT

This **PROFESSIONAL/CONSULTING SERVICES AGREEMENT**, (this "Agreement") is made and entered into this 12th day of January, 2009, by and between the **CITY OF SAUSALITO**, a municipal corporation (hereinafter "City") and Moreland Temporary Services (hereinafter "Consultant").

In consideration of the mutual promises contained herein, the parties hereto agree as follows:

Section 1. Scope of Work

Consultant shall provide City with the services described in Exhibit A which is attached hereto and incorporated herein by this reference as though set forth in full.

The duties and services required of Consultant under this Agreement and pursuant to this Section 1 are referred to throughout the remainder of this Agreement as "the Work."

Section 2. Responsible Individual. Consultant represents and warrants that the execution of this Agreement has been approved by Consultant and that person executing this Agreement on behalf of Consultant has the full authority to do so. The person responsible for the Work is Charlie Francis.

Section 3. Work Schedule.

Consultant shall be available to work as many hours as required to complete the Work immediately upon receipt of the signed Agreement from the City and shall complete each task in a timely manner as specified. Consultant shall not be held responsible for delays caused beyond its reasonable control.

Section 4. Compensation.

In consideration of the performance of the Work described in Section 1 pursuant to the schedule set forth in Section 3, Consultant shall be compensated at the rate of \$141.50 per hour provided, however, that in no event shall the total amount of compensation to be paid to Consultant under this Agreement exceed Fifteen Thousand Dollars without approval of the City Council. Consultant shall not charge City for any administrative expenses or overhead, including without limitation, facsimile, mileage and other/or any other expenses incurred by Consultant in connection with Consultant's provision of the Work. Consultant acknowledges and agrees that the compensation to be paid to Consultant under this Section 4 represents the full amount due and owing to Consultant in connection with performance of the Work.

Section 5. Amendments.

In the event City desires to retain Consultant for the performance of additional services, or wishes to delete any services in connection with this Agreement, specifications of such changes and adjustments to compensation due Consultant therefore shall be made only by written and signed amendment to this Agreement.

Section 6. Independent Contractor - Subcontractors.

It is specifically understood and agreed that in the making and performance of this Agreement, Consultant is an independent contractor and is not and shall not be construed to be an employee, common law employee, agent or servant of City. The consultant shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding and Social Security. Consultant acknowledges and agrees that he/she is not entitled to the benefits of civil service status and/or the rights and privileges enjoyed by civil service employees and Consultant hereby waives any and all claims to such rights and/or privileges.

Section 7. Consultant's Responsibility.

It is understood and agreed that Consultant has the professional skills necessary to perform the Work, and that City relies upon the professional skills of the Consultant to do and perform the Work in a skillful and professional manner in accordance with the standards of the profession. Consultant thus agrees to so perform the Work.

Acceptance by City of the Work, or any of it, does not operate as a release of the Consultant from such professional responsibility. It is further understood and agreed that Consultant has reviewed in detail the scope of the work to be performed under this Agreement and agrees that in his professional judgment, the Work can and shall be completed for a fee within the amounts set forth in Section 3 of this Agreement.

Section 8. Hold Harmless and Indemnification.

Consultant shall indemnify, defend and save City, its officers, elected and appointed officials, employees, contractors and agents harmless from and against any and all liability, claims, suits, actions, damages and/or causes of action of any kind arising out of any bodily injury, personal injury, property damage or in violation of any federal, state or municipal law or ordinance or other cause in connection with the activities of Consultant, or on account of the performance or character of the Work or otherwise related to its performance of this Agreement to the extent that any such liability, claims, suits, actions, damages and/or causes of action arises out of the intentional, negligent or willful misconduct of the Consultant.

Section 9. Insurance.

Consultant shall take out and maintain during the life of the Contract: (a) Comprehensive General Liability and Automobile Liability insurance in an amount not less than \$250,000 combined single limit applying to bodily injury, personal injury and property damage; (b) professional liability insurance in the amount of \$1,000,000 per claim and \$2,000,000 aggregate.

The liability policy(ies) are to contain, or be endorsed to contain, the following provisions:

The City, its officers, elected and appointed officials, employees, contractors and agents must be named as a Named Insured under the coverage afforded with respect to the work being performed under the Agreement.

Section 10. Nondiscrimination.

There shall be no discrimination against any employee who is employed in the Work, or against any applicant for such employment because of race, religion, color, sex or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 11. City Personnel Conflict of Interest.

No officers, member, or employee of City and no member of the governing body of City who exercises any functions or responsibilities in the review, approval of the undertaking or carrying out of the project, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which she is, directly or indirectly interested; nor shall any such officer, member or employee of City have any interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 12. Consultant Conflict of Interest.

Consultant covenants that she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. Consultant further covenants that in the performance of this Agreement, no persons having any such interest shall be employed.

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Section 13. Assignment.

Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of City.

Section 14. Ownership of Documents.

Consultant agrees that all documents produced in the performance of this Agreement shall be the sole property of the City including all rights therein of whatever kind and whether arising from common or civil law or equity. The Work shall be used solely for the project for which it was originally intended.

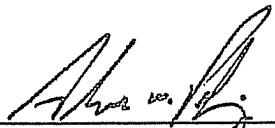
Section 15. Termination.

City may terminate this Agreement at any time without reason stated or required by giving written notice of the same and specifying the effective date thereof, at least seven calendar days before the effective date of such termination. If the Agreement is terminated by City as provided herein, Consultant shall be paid for all effort and material expended on behalf of the Work under the terms of this Agreement, less any charges against Consultant as otherwise provided herein, up to the effective date of termination, except that upon notification of such termination, Consultant shall immediately cease to undertake any duties under the Agreement not yet underway, and shall limit its further activities up to the effective date of termination to those duties necessary to wind up work then underway.

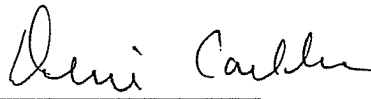
In Witness Whereof, City and Consultant have executed this Agreement as of the date first written above.

City of Sausalito

Consultant



By: Adam W. Poltzer
Its: City Manager



By: Denise D. Callahan
Its: Partner

approved as to form:

Mary Anne Wagner
City Attorney

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Exhibit A Scope of Work

City of Sausalito Interim Finance Director/Treasurer Positions and General Duties

Finance Director/Treasurer

- Administers the daily operation (overseeing payroll, accounts payable, cash deposits, account receivable collection, business license, personnel, fixed assets, internal control, risk management, benefit administration, leases, debt, treasury and investment, year-end tax reporting, billings including Tidelands, MLK property, and parking).
- Prepares "Mid Year" review for the city operating budget.
- Responsible for financial records and the issuance of CAFR (Comprehensive Annual Financial Report).
- Prepares quarterly treasurer's report and financial report to City Council.
- Provides support and training to various city departments.
- Serves as alternate to the Bay Cities Joint Power Insurance Authority.
- Responsible for labor negotiation fiscal impact calculation.
- Provides support to parking operation.
- Administers the purchasing policy.
- Makes suggestions and develops policies and procedures to improve efficiency and effectiveness.
- Serves as staff liaison to the Citizens Oversight Committee for the public safety buildings (PSB) attends the meetings; sets the agenda and records the actions taken.
- Coordinates with City Engineer to prepare the city's capital improvement projects (CIP) budget.
- Responsible for Finance Committee and OMIT Committee agenda; attends the meetings; and records the actions taken.
- Responsible for reviewing the fiscal impact section of staff report to City Council.
- Serves as system administrator for Springbrook financial systems.
- Coordinates and works with SMFPD on fire operation.
- Responsible for debt issuance and disclosure.
- Tracks PSB costs with Project Manager.
- Any other tasks as assigned by City Manager.
- As a member of the Senior Management Team, attends SMT meetings and reports to the City Manager.
- Maintain chart of accounts