

# INTERIM CITY ADMINISTRATOR

## PROFESSIONAL SERVICES AGREEMENT

This agreement is entered into on the \_\_\_\_\_ day of December, 2019 by and between the City of Muscatine, Iowa, hereinafter referred to as the "City", and Local Government Consulting, LLC, hereinafter referred to as "Contractor."

WHEREAS, the City has a need to have certain services performed; and

WHEREAS, the City desires to have the contractor perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. Scope of Services to be performed by Contractor. The Contractor agrees to begin performing services on January 2, 2020 and perform the functions of City Administrator in accordance with the ordinances of the City, as authorized by the City Council , and to perform such other legally permissible and proper duties as the Council shall from time to time assign. In performing such services, the Contractor shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services.
2. Compensation and Method of Payment. The City shall pay the Contractor for services rendered the sum of \$225 per hour.
  - a. The Contractor shall submit an invoice the Friday before each Council meeting. Payment shall be made by the City within five (5) days of Council approval.
  - b. The Contractor shall not be considered an employee of the City and therefore is not entitled to receive benefits provided to regular employees.
  - c. Regularly scheduled council meetings on the first, second and third Thursdays and attendance at any City Committee meetings or other meetings which include consideration of issues relevant to the City of Muscatine will be considered hours worked and compensated at the hourly rate set forth above.
  - d. Expenses incurred in work on behalf of the City will be approved Council before payment.
3. Work Schedule. The Contractor's work schedule shall be as described in Work Proposal Option A or Work Proposal Option B (circle one) attached to this Agreement.

4. Duration of Agreement. This Agreement shall be in full force and effect from the date of execution until services are no longer needed.
5. Independent Contractor. The Contractor and City agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, or otherwise assuming the duties of an employer with respect to the Contractor or any employee of the Contractor.
6. Indemnification. The Contractor shall be defended and indemnified in his actions undertaken in his official capacity pursuant to all insurance coverages maintained by the City. The City shall defend, save harmless and indemnify the Contractor against any tort, professional liability claim or demand or other action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of duties or resulting from the exercise of judgement or discretion in connection with the performance of duties. The Contractor shall, however, not be indemnified for any act or omission that is willful or wanton.
7. No Permanent Position. Contractor understands that the City is seeking a permanent City Administrator and the Contractor will not be eligible for the position. Contractor agrees that no employee or individual affiliated with Contractor will apply for the permanent position of City Administrator for the City.
8. Termination. This Agreement may be terminated by written mutual agreement of the parties, or by one party giving to the other at least thirty (30) days advanced written notice of intent to terminate.
9. Assignment and Subcontract. The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior consent of the City.
10. Entire Agreement. This Agreement contains the entire agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either party.
11. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. In the event any suit, arbitration, or other proceeding is instituted to enforce any terms of this Agreement, the prevailing party in any action shall be entitled to its attorneys' fees and costs of suit.



# **PROPOSAL FOR INTERIM CITY ADMINISTRATOR SERVICES**

**MARK ARENTSEN**

**LOCAL GOVERNMENT CONSULTING, LLC**

**NOVEMBER 11, 2019**

## **WORK PROPOSAL OPTION A**

1. No cost to the City of Muscatine for health insurance, IPERS, mileage, sick pay, holiday pay or vacation pay.
2. Local Government Consulting (LGC), LLC will be responsible for paying all Federal and State income taxes and employer/employee share of FICA. Payment of these obligations costs LGC approximately 50% of the hourly rate.
3. Mark Arentsen will attempt to attend all regular City Council meetings.
4. The proposed work schedule is as follows;
  - Mondays – No work hours
  - Tuesdays – 1:00PM – 5:00PM work from home including communication with Muscatine officials by phone or video conferencing
  - Wednesdays – 1:00PM – 5:00PM work from home including communication with Muscatine officials by phone or video conferencing
  - Thursdays – 1:00PM approx. – Leave home to drive to Muscatine
    - Arrive at Muscatine by 4:00PM approx.
    - Perform office or other work until City Council meetings at 7:00PM
    - 7:00PM - Attend City Council meetings
    - Perform office or other work on non-City Council meeting Thursdays
    - Stay overnight in Muscatine
  - Fridays – Arrive at office no later than 8:00AM
    - Leave Muscatine at 4:00PM
5. Work will be paid at \$225/hr. for all hours worked including travel time to and from Muscatine City Hall. The City of Muscatine will not be responsible for any mileage costs.
6. Mark will make his best effort to be present in Muscatine at the times described above, however, if inclement weather is forecast, Mark reserves the right to not travel to Muscatine, but work remotely from home including phone calls or video conferencing.
7. The City of Muscatine will make its best effort to end the need for Interim City Administrator services by April 1, 2020.

# **PROPOSAL FOR INTERIM CITY ADMINISTRATOR SERVICES**

**MARK ARENTSEN**

**LOCAL GOVERNMENT CONSULTING, LLC**

**DECEMBER 10, 2019**

## **WORK PROPOSAL OPTION B**

1. No cost to the City of Muscatine for health insurance, IPERS, mileage, sick pay, holiday pay or vacation pay.
2. Local Government Consulting (LGC), LLC will be responsible for paying all Federal and State income taxes and employer/employee share of FICA. Payment of these obligations costs LGC approximately 50% of the hourly rate.
3. Mark Arentsen will attend all regular City Council meetings.
4. The proposed work schedule is as follows;  
Mondays – Arrive at City Hall mid-morning. Present for remainder of work day.  
Tuesdays – Present at City Hall during normal work day.  
Wednesdays – Present at City Hall during normal work day.  
Thursdays – Present at City Hall during normal work day.  
7:00PM - Attend City Council meetings  
Fridays – Leave City Hall mid-afternoon
5. Work will be paid at \$225/hr. for all hours worked including travel time to and from Muscatine City Hall. The City of Muscatine will not be responsible for any mileage or housing costs.
6. Mark will make his best effort to be arrive at the City Hall by mid-morning on Mondays , however, if inclement weather is forecast, Mark reserves the right to not travel to Muscatine, but work remotely from home including phone calls or video conferencing until it is safe to travel.
7. The City of Muscatine will make its best effort to end the need for Interim City Administrator services by April 1, 2020.