



CITY OF LAWDALE
AGENDA
SPECIAL MEETING OF THE
LAWDALE CITY COUNCIL

Friday, June 19, 2026, 8:00 AM
City Hall Main Conference Room
14717 Burin Avenue
Lawndale, CA 90260

Any person who wishes to address the City Council regarding any item listed on this agenda is invited, but not required, to fill out a Public Meeting Speaker Card and submit it to the City Clerk. The purpose of the card is to ensure that the speaker's name is correctly recorded in the meeting minutes and, where appropriate, to provide contact information for staff follow-up.

Copies of this agenda are available prior to the meeting in the Lawndale City Hall foyer or on the City website. Interested parties may contact the City Clerk's Department at (310) 973-3213 for clarification regarding any individual agenda item.

This Agenda is subject to revision up to 24 hours before the meeting.

A. CALL TO ORDER AND ROLL CALL

B. CEREMONIALS (Flag Salute)

C. CLOSED SESSION

1. Public Employee Appointment

— The City Council will conduct a closed session, pursuant to Government Code section 54957(b), regarding the appointment of a City Manager.

2. Public Employee Appointment

The City Council will conduct a closed session, pursuant to Government Code section 54957(b), regarding the appointment of an Interim City Manager.

D. ADMINISTRATION (OPEN SESSION)

3. Approval of Professional Services Agreement with MV Cheng & Associates for Financial Consulting Services

— Recommendation: that the City Council approve the Professional Services Agreement with M.V. Cheng & Associates for professional financial consulting services, pending the recruitment of Director of Finance/City Treasurer, in a form approved by the City Attorney.

E. ADJOURNMENT

It is the intention of the City of Lawndale to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you need special assistance beyond what is normally provided, we will attempt to accommodate you in every reasonable manner. Please contact the City Clerk Department (310) 973-3213 prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodation to attend or participate in meetings on a regular basis.

I hereby certify under penalty of perjury under the laws of the State of California that the agenda for the special meeting of the City Council to be held on Friday, June 19, 2026, was posted no less than 24 hours prior to the meeting.

/s/ Yvette Palomo
Yvette Palomo, Assistant City Clerk

Date Posted: June 17, 2026



CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ <https://www.lawndalecity.ca.gov>

DATE: June 19, 2026

TO: Honorable Mayor and City Council

FROM: Raylette Felton, Interim City Manager
Gregory M. Murphy, City Attorney

PREPARED BY: Yvette Palomo, Assistant City Clerk

SUBJECT: **Public Employee Appointment**

The City Council will conduct a closed session, pursuant to Government Code section 54957(b), regarding the appointment of a City Manager.



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DATE: June 19, 2026

TO: Honorable Mayor and City Council

FROM: Raylette Felton, Interim City Manager
Gregory M. Murphy, City Attorney

PREPARED BY: Yvette Palomo, Assistant City Clerk

SUBJECT: **Public Employee Appointment**

The City Council will conduct a closed session, pursuant to Government Code section 54957(b), regarding the appointment of an Interim City Manager.



CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ <https://www.lawndalecity.ca.gov>

DATE: June 19, 2026

TO: Honorable Mayor and City Council

FROM: Gregory M. Murphy, City Attorney
Raylette Felton, Interim City Manager

PREPARED BY: Gregory M. Murphy, City Attorney
Raylette Felton, Interim City Manager

SUBJECT: **Approval of Professional Services Agreement with MV Cheng & Associates for Financial Consulting Services**

BACKGROUND

With the resignation of the Director of Finance/ City Treasurer effective June 11, 2026, staff determined that there is a need to obtain professional consulting services to maintain internal controls and financial integrity. Staff immediately began searching for qualified professional firms that could provide staff augmentation services on a part-time basis.

STAFF REVIEW

As the City awaits the selection of the City Manager and the initiation of the recruitment process for the Director of Finance/City Treasurer pending, it is imperative that the City seek temporary professional consulting services to provide guidance regarding finance, budget, purchasing, accounting, and project management.

City contacted two firms to request proposals for consulting services. One firm indicated that they could not provide assistance. Staff received a proposal from MV Cheng & Associates and selected a candidate to provide consulting services at the Finance Director level based on their experience and familiarity with public sector accounting. Some of the critical Finance Department projects include completing fiscal year end close, audit, implementing fiscal year budget, finance and citywide software implementation. It is anticipated that the consultant's knowledge and experience will be essential to the continuous operations during this transition period. The hourly rate of the consultant will be \$150/hour, part-time as needed. Any changes in hours or duration can be adjusted to reflect the needs of the City and will be discussed and approved in writing by the City prior to implementation.

LEGAL REVIEW

The City Attorney has reviewed this staff report and agreement and approved it as to form.

FISCAL IMPACT

There will be no impact to General Fund, therefore, no appropriations will be needed. Salary savings related to the vacancy of the Director of Finance/City Treasurer position will cover the anticipated contract costs in the current fiscal year.

RECOMMENDATION

Staff recommend that the City Council approve the Professional Services Agreement with M.V. Cheng & Associates for professional financial consulting services, pending the recruitment of Director of Finance/ City Treasurer, in a form approved by the City Attorney.

Attachments

[Professional Contract Services Agreement - MV Cheng Associates.pdf](#)

ATTACHMENT A

CITY OF LAWNDALE

CONTRACT SERVICES AGREEMENT FOR

PROFESSIONAL SERVICES AGREEMENT WITH MV CHENG & ASSOCIATES FOR

FINANCIAL CONSULTING SERVICES

This Contract Services Agreement (“Agreement”) is made and entered into this 19th day of June, 2026, by and between the City of Lawndale, a municipal corporation (“City”), and MV Cheng & Associates, a California corporation (“Consultant”).

NOW, THEREFORE, the parties agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. Consultant will perform the work or services set forth in the “Scope of Services” attached as *Exhibit “A”* and incorporated herein by reference in compliance with all of the terms and conditions of this Agreement. Consultant represents that Consultant has thoroughly investigated and considered the Scope of Services to be performed and warrants that all work or services will be performed in a competent, professional, and satisfactory manner. Additional terms and conditions of this Agreement, if any, are set forth in the “Special Requirements” attached as *Exhibit “B”* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit “B”* and any other provisions of this Agreement *Exhibit “B”* will govern.

1.2 Compliance With Law. All work and services rendered under this Agreement will be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of the City and any federal, state or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant will obtain, at its sole cost and expense, all licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant will be compensated in accordance with the “Schedule of Compensation” attached as *Exhibit “C”* and incorporated herein by this reference, but not exceeding the maximum contract amount of forty nine thousand and five hundred dollars (\$49,500) (“Contract Sum”).

2.2 Method of Payment. Provided that Consultant is not in default under the terms of this Agreement, Consultant will be paid generally within 30 days, and no later the 45 days from the submission of an invoice in an approved form.

2.3 Invoicing. Each month during the term of this Agreement, Consultant must furnish City with an original invoice for all services performed and expenses incurred during the preceding month in accordance with the fee schedule set forth in Exhibit C. Except as to any

charges for work performed or expenses incurred by Consultant that are disputed by City, City will cause Consultant to be paid within 30 days of receipt of Consultant's invoice.

3.0 COORDINATION OF WORK

3.1 Representative of Consultant. Misty Cheng is designated as the Consultant's representative authorized to act on its behalf with respect to this Agreement and to make all decisions necessary in connection with this Agreement. Consultant may designate a substitute representative by providing written notice to City's Contract Officer.

3.2 Contract Officer. The City's City Manager is designated as the City's representative authorized to act on its behalf with respect to this Agreement and to make all decisions in connection this Agreement ("Contract Officer"). The City may designate a substitute Contract Officer by providing written notice to Consultant.

3.3 Prohibition Against Subcontracting or Assignment. Consultant may not contract with any entity to perform in whole or in part the work or services required under this Agreement without the written approval of the City. Neither this Agreement nor any interest in the Agreement may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any prohibited assignment or transfer is void.

3.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Contractor or its employees, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Contractor as employees. Contractor shall not at any time or in any manner represent that it or any of its employees are employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor. In the event that Contractor or any employee of Contractor providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Contractor shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Contractor or any staff used to provide services under this Agreement are employees of the City.

4.0 INSURANCE AND INDEMNIFICATION

4.1 Insurance. Consultant must procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an

additional insured must not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits must be no less than \$1,000,000.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000.00 per accident for all covered losses. However, this requirement will not apply if Consultant has no employees and Instructor provides the letter signed under penalty of perjury as described in Section 1.2.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000.00 per accident, combined single limit. Said policy must include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$2,000,000.00 annual aggregate with respect to loss arising from the actions of Consultant performing professional services under this Agreement on behalf of the City. 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 (3) years after completion of the services required by this Agreement.

All of the above policies of insurance, except professional liability insurance, must be primary insurance. The general liability policy must name the City's officers, employees and agents ("City Parties") as additional insureds and must waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of the required policies of insurance must provide that they may be not cancelled without providing 10 days prior written notice by registered mail to the City. In the event any of the policies are cancelled or amended, Consultant must, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement may commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City. Consultant agrees that the provisions of this Section 4.1 must not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible. If the Consultant's insurance policies have higher limits and coverage than those required by this contract, the City will have access to those higher limits and coverage maintained by the Consultant.

The insurance required by this Agreement will be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide or The Key Rating Guide, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

In the event that the Consultant is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Consultant and such subcontractor must require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 4.1.

Consultant must furnish proof of insurance required under this section before commencement of any work.

4.2 Indemnification.

(a) Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782.8 applicable to services provided by a "design professional", Consultant agrees to indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, employees or subcontractors (or any entity or individual for which Consultant bears legal liability) in the performance of professional services under this Agreement.

(b) Indemnity for Other Than Design Professional Liability. Other than in the performance of design professional services and to the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, employees or subcontractors of Consultant.

5.0 TERM

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement will begin on June 19, 2026, and continue in full force and effect until October 30, 2026.

5.2 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party. Upon receipt of the notice of termination, the Consultant must immediately cease all work or services under this Agreement except as may be approved by the Contract Officer in writing. In the event of termination, Consultant will be compensated for all services rendered prior to the effectiveness of the notice of termination to the City's satisfaction and for any additional services authorized by the Contract Officer and City will be entitled to reimbursement for any compensation paid in excess of the services rendered to the City's satisfaction. Upon termination of this Agreement by either Consultant or City, all property belonging to City that is in Consultant's possession must be returned to City. Consultant must promptly deliver to City a final invoice for all outstanding services performed and expenses incurred by Consultant as of the date

of termination. Compensation for work in progress not based on an hourly rate will be prorated based on the percentage of work completed as of the date of termination.

6.0 MISCELLANEOUS

6.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through it, that there will be no discrimination against or segregation of, any person or group of persons on account of race, color, religion, sex, or national origin in the performance of this Agreement. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin.

6.2 Non-liability of City Officers and Employees. No officer, employee, or agent of the City will be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

6.3 Conflict of Interest. No officer, employee, or agent of the City may have any financial interest in this Agreement nor may any such officer, employee, or agent participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership, or association in which he is, directly or indirectly, interested, in violation of any state or local statute or regulation. The Consultant warrants that it (and its officers and employees) has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. When requested by the Contract Officer, prior to the City's execution of this Agreement, Consultant will provide the City with an executed statement of economic interest.

6.4 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person must be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, at City of Lawndale, 14717 Burin Avenue, Lawndale, California 90260, and in the case of the Consultant, to the Consultant's representative at the address designated on the execution page of this Agreement. Notice will be deemed effective three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities. Any party may change its notice information by giving notice to the other party in compliance with this section.

6.5 Interpretation. The terms of this Agreement will be construed in accordance with the meaning of the language used and will not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

6.6 Integration; Amendment. It is agreed that there are no oral agreements between the parties affecting this Agreement and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the

parties, and none will be used to interpret this Agreement. This Agreement may be amended at any time by a writing signed by both parties.

6.7 Severability. In the event that part of this Agreement is declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability will not affect any of the remaining portions of this Agreement which are hereby declared as severable and will be interpreted to carry out the intent of the parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

6.8 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.9 Attorneys' Fees. If either party to this Agreement is required to initiate, defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, will be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment.

6.10 Corporate Authority. The persons executing this Agreement on behalf of the parties warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

6.11 Project Documents. All original computer programs, data, designs, drawings, files, maps, memoranda, models, notes, photographs, reports, studies, surveys and other documents (collectively, "Project Documents") prepared, developed or discovered by Consultant in the course of providing services under this Agreement will become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of Consultant. Consultant will take such steps as are necessary to perfect or protect the ownership interest of City in such Project Documents. Upon completion, expiration or termination of this Agreement or upon request by City, Consultant must turn over to City all such original Project Documents in its possession; provided, however, that Consultant may retain copies of Project Documents. City acknowledges and agrees that use of Consultant's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at City's own risk. If necessary, Consultant agrees to execute all appropriate documents to assign to City the copyright or intellectual property rights to the Project Documents created pursuant to this Agreement. Except as necessary for the performance of services under this Agreement, no Project Documents prepared under this Agreement, will be released by Consultant to any other person or entity without City's prior written approval.

6.12 Confidentiality of Project Documents. All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer, except as may be required by law. Consultant, its officers, employees, or agents, may not, without prior written authorization from the Contract Officer or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena. If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then City will have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct. Consultant must promptly notify City should Consultant, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response. All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

6.13 Audit and Review. Consultant must maintain all documents and records demonstrating or relating to Consultant's performance of services under this Agreement, including ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City under this Agreement. All financial documents or records must be maintained in accordance with generally accepted accounting principles and all other documents must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. All such documents or records must be maintained for at least three years following the final payment under this Agreement. Any and all records or documents required to be maintained by this section must be made available for inspection, audit and copying, at any time during regular business hours, upon written request by City or its designated representative. Copies of such documents or records must be provided directly to City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records must be made available at Consultant's address indicated for receipt of notices in this Agreement. Where City has reason to believe that any of the documents or records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to a person or entity mutually agreed upon and that such documents and records thereafter be maintained by such person or entity at Consultant's expense. Access to

such documents and records must be granted to City, as well as to its successors-in-interest and authorized representatives.

6.14 Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart. The parties hereby expressly agree to the use of electronic signatures, which shall be deemed to have the same effect as an original signature. This Agreement and any amendment will be considered executed when the signature page of a party is delivered by facsimile or other electronic transmission.

6.15 Venue. In the event of litigation between the parties, venue in will be exclusively in a state court in the County of Los Angeles.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY:
City of Lawndale,
a municipal corporation

By: _____
Robert Pullen-Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

APPROVED AS TO FORM:
Burke, Williams & Sorensen, LLP

Gregory M. Murphy, City Attorney

CONSULTANT:
MV Cheng & Associates

By: _____
Name: Misty V Cheng
Title: President & CEO

Address: 102 W. 24th Street]
Upland, CA 91784

[END OF SIGNATURES]

EXHIBIT “A”

SCOPE OF SERVICES

Consultant will provide professional temporary finance, budget, purchasing, accounting, and project management consulting services at a comparable level of Finance Director/ City Treasurer for the City of Lawndale’s Finance Department. Any changes in personnel recommended by the Consultant must be approved by the City Manager. The Consultant will also be responsible for providing coordinating all finance, budgeting, accounting, treasury, human resources, risk management, and financial system migration project related activities with the City. Further responsibilities may include: leadership development, mentor, and guide the City's finance activities and programs, assistance with recruitment for Director of Finance/City Treasurer, and other services as directed and needed by the City.

EXHIBIT “B”

SPECIAL REQUIREMENTS

A new Section 3.5 is added to the Agreement to read as follows:

“Hiring of Consultant’s associates and/or subcontractors”

City agrees that each of Consultant’s associates and/or sub-contractors that perform work for City under this Agreement will only be able to obtain a direct contract or professional services agreement with the City after two years have elapsed following the expiration of this Agreement. In the alternative, should the City hire one of Contractor’s associates or sub-contractors that perform work under this Agreement as aa full-time, permanent, fully-benefitted employee before the two-year period has elapsed, City agrees to first perform a recruitment AND not to consider the associate and/or sub-contractor until that person has billed 960 hours to the City under this Agreement. City further agrees that if it hires one of Consultant’s associates and/or sub-contractors as a part-time, non-benefited employee it will do so only after the associate and/or sub-contractor has billed 960 hours to the City under this Agreement and the City has paid to Consultant a fee of 5% of the associate and/or sub contractor’s annualized wages based on the hourly rate charged. If, prior to the expiration of the two-year period mentioned above City employs one or more of Consultant’s associates and/or sub-contractors that perform work under this Agreement through another temporary service or staffing agency, City agrees to pay to Consultant a fee of 10% of the associate and/or sub contractor’s annualized wages based on the hourly rate charged.

EXHIBIT “C”

SCHEDULE OF COMPENSATION

Consultant shall provide professional temporary accounting services on an as needed basis, expected to start at around 20 hours per week. Consultant shall bill the City at a rate of \$150 per hour for all services related to this Agreement and as identified in the Exhibit A – Scope of Services.