

PROFESSIONAL SERVICES AGREEMENT**MuniServices, LLC****Authorizing Agreement No. XXX**

THIS AGREEMENT is entered into as of this ___ day of April 2017, by and between the CITY OF CALISTOGA herein called "City," and MUNISERVICES, LLC ("Muni"), herein called "Consultant."

Recitals

WHEREAS, City desires to obtain consultant services to provide administration services for business licenses; and

WHEREAS, Consultant hereby warrants to City that Consultant is skilled and able to provide such services described in Section 1 of this Agreement; and

WHEREAS, City desires to retain Consultant pursuant to this Agreement to provide the services described in Section 1 of this Agreement.

Agreement

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Scope and Performance of Services.

A. Scope of Services. Consultant shall provide to the City; Business License Administration Services set out in Consultant's "Proposal for City of Calistoga, California, Business License Administration Services" dated January 30, 2017 and attached hereto as Exhibit A and incorporated herein by reference.

B. Amendment to Scope of Services. City shall have the right to amend the Scope of Work within the Agreement by written notification to the Consultant. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Consultant shall not commence any work exceeding the Scope of Work without prior written authorization from the City. Failure of the Consultant to secure City's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum meruit, etc., for work done without the appropriate City authorization.

C. Service Levels. City relies upon the professional ability of the Consultant as a material inducement to entering into this Agreement. All work performed by the Consultant under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in the Consultant's field of expertise.

D. Time of Performance. The subscription will begin upon the execution date of this agreement by both parties, which is the date Consultant will begin providing services.

2. City Responsibilities.

A. City acknowledges that for Consultant to begin the Administrative Service, City will need to provide Consultant with an electronic copy of the City's License Registration File and License Payment History file as noted on page 13 of Consultant's above-mentioned proposal.

3. Compensation and Method of Payment.

A. Compensation. The compensation to be paid to Consultant for the initial system set-up and each license payment processed per license period shall be in the amounts shown in Exhibit B. Consultant will not undertake any work that will incur costs in excess of this amount without prior written authorization from the City.

B. Payment. Payment for the set-up fee of services shall be due upon contract signing. Payment for all other services shall be in accordance with the Compensation outlined in Exhibit B.

4. Consultant Not an Agent of City. City retains all rights of approval and discretion with respect to the projects and undertakings contemplated by this Agreement. Consultant, its officers, employees and agents shall not have any power to bind or commit the City to any decision.

5. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent contractor and not an agent or employee of City; and as an independent contractor, Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

6. Assignment; Subcontractors; Consultant Personnel.

A. Assignment. Consultant shall not assign, delegate, transfer, or convey its duties, responsibilities, or interests in this Agreement or any right, title, obligation, or interest in or to the same or any part thereof without the City's prior written consent. Any assignment without such approval shall be void and, at the City's option, shall immediately cause this Agreement to terminate.

B. Subcontractors. Consultant shall be responsible for employing or engaging all persons necessary to perform the services of Consultant hereunder. No subcontractor of Consultant shall be recognized by the City as such; rather, all subcontractors are deemed to be employees of the Consultant, and Consultant agrees to be responsible for their performance.

7. Equal Employment Opportunity. Consultant is an equal opportunity employer and agrees to comply with all applicable state and federal regulations governing equal employment opportunity. Consultant shall not discriminate against any employee or applicant for employment because of race, age, sex, creed, color, sexual orientation, marital status or national origin. Consultant shall take affirmative action to ensure that applicants are treated during such employment without regard to race, age, sex, creed, color, sexual orientation, marital status or national origin. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

8. Compliance with Laws.

A. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations. This Agreement will be governed by and construed in accordance with the laws of the State of California.

B. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession, including a City of Calistoga business license.

C. City is not responsible or liable for Consultant's failure to comply with any and all of said requirements.

9. Confidentiality. Each party hereby agrees to maintain the confidentiality of the other party's proprietary materials and information, including but not limited to, all information, knowledge or data not generally available to the public which is acquired in connection with this Agreement, unless disclosure is required by law. Each party hereby agrees not to copy, duplicate, or transcribe any confidential documents of the other party except as required in connection with their performance under this Agreement. City acknowledges that the Services contain valuable trade secrets, which are the sole property of Consultant, and City agrees to use reasonable care to prevent other parties from learning of these trade secrets or have unauthorized access to the Services. Consultant will use reasonable efforts to insure that any Consultant contractors maintain the confidentiality of proprietary materials and information.

10. Insurance.

A. Minimum Scope of Insurance.

(1) Consultant agrees to have and maintain, for the duration of the contract, a General Liability insurance policy insuring him/her and his/her firm to an amount not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence and in the aggregate for bodily injury, personal injury and property damage.

(2) Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by Consultant or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than One Million Dollars (\$1,000,000.00) on a claims-made annual aggregate basis.

(3) A Workers' Compensation and Employers' Liability policy written in accordance with the laws of the State of California and providing coverage for any and all employees of Consultant:

(a) This policy shall provide coverage for Workers' Compensation (Coverage A).

(b) This policy shall also provide coverage for One Million Dollars (\$1,000,000.00) Employers' Liability (Coverage B).

(c) Contractor shall provide to the City an endorsement that the insurer waives the right of subrogation against the City, its officials, officers, employees, volunteers, and agents.

(4) All of the following endorsements are required to be made a part of each of the required policies, except for the Professional Liability and Workers' Compensation and Employers' Liability policies, as stipulated below:

(a) "The City of Calistoga, its employees, officers, agents and contractors are hereby added as additional insureds, but only as respects work done by, for on behalf of the named insured."

(b) "This policy shall be considered primary insurance as respects any other valid and collectible insurance the City may possess, including any self-insured retention the City may have, and any other insurance the City does possess shall be considered excess insurance only and shall not contribute with it."

(c) "This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company."

(5) Consultant shall provide to City all certificates of insurance with original endorsements affecting coverage required by this paragraph. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies at any time.

B. General Liability.

(1) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officers, officials, employees or volunteers.

(2) Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

C. All Coverages. Each insurance policy required in this item shall provide that coverage shall not be canceled, except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City. Current certification of such insurance shall be kept on file with the City Administrative Services Department at all times during the term of this Agreement.

D. Acceptability of Insurers. Insurance is to be placed with insurers approved by the California Department of Insurance with a Best's rating of no less than A:VII.

E. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

11. Assignment Prohibited. Consultant may not assign its rights and obligations under this Agreement, in whole or part, without prior written consent of City, which consent will not be unreasonably withheld. Any attempted or purported assignment of any right or obligation hereunder without such consent shall be void and of no effect.

12. Amendment. This Agreement constitutes the complete and exclusive statement of the Agreement to City and Consultant. It may be amended or extended from time to time by written agreement of the parties hereto.

13. Termination of Agreement.

A. This Agreement and all obligations hereunder may be terminated by City at any time, with cause, upon 60 days' written notice to Consultant. Consultant may terminate this Agreement upon 60 days' written notice to City.

B. If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice.

C. In the event termination is without cause after the first date of the term, City shall pay the balance of the current contracted term and this payment obligation will immediately become due.

D. Upon any termination, Consultant will discontinue Services under this agreement and will provide City with an electronic copy of all of City's data, if requested. Provisions of this Agreement regarding Ownership, Liability, Confidentiality and Miscellaneous will continue to survive.

14. Indemnification. Each party to this Agreement hereby agrees to defend, indemnify and hold harmless the other, including its officers, agents and employees, from and against any and all claims, liability or obligations based on negligence or willful misconduct brought on account of or arising out of any acts, errors or omissions of Consultant undertaken pursuant to this Agreement. Consultant's duty to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

15. Litigation Costs. If either party becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party. In awarding attorneys' fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.

16. Written Notification. Any notice, demand, request, consent, approval or communications that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail, or overnight carrier (i.e. UPS, FedEx, etc.) Any such notice, demand, etc. shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Calistoga
Gloria Leon, Administrative Services Director
1232 Washington Street
Calistoga, CA 94515

If to Consultant: MuniServices, LLC
Contracts Department
7625 North Palm Avenue, Suite 108

Fresno, California 93711

17. Consultant's Books and Records.

A. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

B. Consultant shall maintain all documents and records, which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

D. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

18. News Releases/Interviews: All Consultant news releases, media interviews, testimony at hearings and public comment are prohibited unless expressly authorized by City.

19. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

20. Litigation Venue. In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Napa, California.

24. Execution. 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 hereof shall have been signed by both parties

hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

25. Authority. Each individual executing this Agreement on behalf of one of the parties represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date first above written.

CITY OF CALISTOGA

CONSULTANT

By: Dylan Feik, City Manager

By: Doug Jensen, SVP Client Services

ATTEST

Kathy Flamson, City Clerk

Exhibit A

Proposal for City of Calistoga, California – Business License Administration Services
Dated January 30, 2017

Consultant shall also provide the City with a complete turn-key Tax Administration program related to the City's business tax processing, renewals, collections, and on-going monitoring and administration of the business tax. The service will be performed utilizing Consultant's internal programs and processes. The following are processes and procedures that Consultant performs for the City on a turn-key Tax Administration program:

1. Services Performed: Consultant will perform remittance processing for the collection of Business Licenses.
2. Taxpayer Notification and Remittance: Consultant will send individualized tax forms to all known taxpayers. Taxpayers will remit payments to the City addressed to a P.O. Box that will be setup by Consultant. Upon reasonable notice to City, Consultant may change the P.O. Box for the City payments.
3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the City, as shown in more detail on **Attachment A**. The amounts deposited will be the amounts received less Consultant fees for the tax administration service.
4. Posting Process: Taxpayer accounts are posted with payment information captured in the Consultant's revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change and address change are captured and added to payment data and taxpayer master file (as determined necessary by Consultant). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by City's ordinances. Under-payments are invoiced for remaining tax due plus any required penalties.
5. Changes to Attachment A: City shall notify Consultant in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended **Attachment A** shall be prepared and executed by the Parties as soon as reasonably possible. In addition, Consultant shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes

reflected in the monthly report do not properly reflect the intended changes of the City, then the City shall immediately notify Consultant and, thereafter, Consultant shall take the steps necessary to insure that designated recipients receive the amounts intended by City.

6. Notification, Reporting to City: Consultant will provide City with monthly reports including, but not limited to, payment listings showing all monies received, a detail and summary reconciliation report that corresponds to City's account numbers and all fees paid to Consultant.
7. Taxpayer service: Consultant will provide a taxpayer assistance number for taxpayer questions.

Deliverables

Consultant will provide the City with audit progress reports to include the following:

1. Status of work in progress, including copies of reports provided to taxpayers/intermediaries addressing each reporting error/omission individually, including where applicable the business name, address, telephone number, account identification number, individuals contacted, date(s) of contact, nature of business, reason(s) for error/omission and recommended corrective procedure;
2. Actual revenue produced for the City by Consultant's service on a quarterly and cumulative basis;
3. Projected revenue forthcoming to the City as a result of Consultant's audit service, specified according to source, timing, and one-time versus ongoing; and
4. Alphabetical listing of all errors/omissions detected for the City by Consultant, including the account number, correction status, payment amount received by the City, period to which payment is related and payment type (e.g., reallocation, deficiency assessment) for each one.

Consultant will commence project planning within 10 working days following authorization.

Service Customizations

In addition to the standard administration service, the City has the option to enhance the service with an on-site kiosk once the online file and pay application is implemented. To assist with “walk-in” registrations, an onsite kiosk offers a way to (1) enable businesses to register unassisted at a location determined by the City and (2) print a temporary certificate onsite.

Consultant’s standard business model, in use with most of its clients, is set up so that Consultant collects its fee out of business license payments as they are remitted, disbursing the balance to the City (“net remit”). This model assumes that payments are due upon application/ renewal, and that licenses are issued only upon completion of all necessary forms/ documentation and receipt of payment. This model works to assure timely receipt of payment both to Consultant and to the City.

If the City requires that licenses be issued in advance of payment, Consultant can invoice the City monthly in arrears as licenses are issued, and disburse payments in full as they are received.

Commencement of Services

Consultant shall commence project planning within 10 days of full execution of this Agreement. After the Workplan is developed Consultant will begin providing the Tax Administration services described above. Consultant’ obligation to provide services is contingent on the City providing the necessary information and cooperation.

City Assistance

The City agrees to:

1. Provide an electronic copy of the City’s License Registration File and License Payment History file to Consultant, together with any other information necessary for Consultant to compute Consultant’ billing for services, in electronic format, to Consultant on no less than a quarterly basis during the term of the Agreement and thereafter for so long as Consultant’s right to invoice for services rendered continues. (If Consultant performs the Tax Administration service for the City, going forward, Consultant will have the access to the Registration and Payment files);
2. Use reasonable and diligent efforts to collect, or to assist Consultant in the collection of, deficiencies identified by Consultant pursuant to this Agreement. For accounts that remain uncollected after Consultant has exhausted its efforts to collect through the standard process, Consultant and the City may mutually agree to special procedures that will make further attempts to collect amounts still outstanding. Typically, these processes will be implemented by Consultant; and

3. Notify Consultant within 10 days following receipt by the City of payments, if there is any, resulting from deficiencies identified by Consultant. Because Consultant's Discovery and Audit Services may result in collection of deficiencies after termination of the Agreement, the City's obligation to collect fees and notify Consultant, and Consultant's right to continue to receive contingency fees, shall survive termination of the Agreement for any reason.

The City shall have the right, at the City's option, to elect not to proceed with recovery of any identified deficiencies. Deficiencies which are uncollectible due to insolvency or dissolution of the entity liable, or for deficiencies which are otherwise incapable of collection (e.g. statute of limitations expiration or other legal defense and relocation out of the County's jurisdiction) shall not be considered an "election" by the City for the purposes of this Agreement. For deficiencies otherwise collectable but for which the City elects not to collect, the City shall notify Consultant of its election not to pursue ("waive") collection of said deficiencies. Consultant shall be entitled to one-half (1/2) of the fee Consultant would have been entitled to for the waived portion of the deficiency except when cost of recovery exceeds the deficiency in the sole discretion of the City.

Confidentiality

Consultant is allowed to have access to confidential taxpayer data because they provide their services exclusively to government agencies therefore creating no real or perceived conflict of interest. Consultant operates under a strict confidentiality resolution and is bound by the contract to maintain confidentiality. Consultant through the Department of the Treasury, Internal Revenue Service's regional disclosure officer, has been certified to receive Federal tax return information (FTI). The certification was granted after a review that thoroughly vetted Consultant's confidentiality and data security policies and procedures according to the requirements of Section 9.0 of Publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies and IRC 6103, which clearly outlines the usage, dissemination, protection and destruction of all FTI.

Completion of Services

Because Consultant's Services may result in collection of deficiencies after termination of the Agreement, the City's obligation to collect fees and notify Consultant, and Consultant's right to continue to receive contingency fees, shall survive termination of this Agreement for any reason.

**ATTACHMENT A
DISTRIBUTION CONFIRMATION**

[insert date]

[insert City Address and Contact]

Dear xxx:

Funds will be distributed in the following accounts pursuant to this agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
			100%	Business License

If at any time there are any discrepancies between the schedule set out above and your Municipality's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

MuniServices, LLC
600 Beacon Parkway West, Suite 900
Birmingham, AL 35209
Attn.: Kennon Walthall, SVP Operations

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Sincerely Yours,

Connie Taylor, Client Relations Manager
MuniServices
Phone: 205.423.4144
Fax: 205.423.4097
E-mail: ctaylor@revds.com

I have reviewed the above distribution and verify that it is correct.

By: _____

Name: _____

Title: _____

Exhibit B

Turnkey Tax Administration

Consultant's compensation for providing the Tax Administration Services shall be:

- \$12.00 for each license payment processed per license period; and
- Set-up fees up to \$5,000.

The per-license fee is adjusted at the beginning of each calendar year by the percentage change in the Consumer Price Index – West Urban (CPI-WU) as reported by the Bureau of Labor Statistics. The initial CPI-WU used for the first CPI adjustment will be the CPI-WU for the month in which the agreement is fully signed. The adjustments thereafter will be based on the CPI-WU from December of the prior calendar year. Each annual adjustment will not be less than two percent (2%) or greater than ten percent (10%).

Included in the above compensation for Tax Administration Services are:

1. Printing and Mailing costs (for notifications, license issuance, etc.)
2. Ongoing database management and back-up (taxpayer information)
3. Forms processing and funds disbursement (secure lockbox operation)
4. Development and support of an on-line business license filing and payment application.

Cost for sending the original license/application to the City

Consultant archives all original licenses/applications. If the City wants a copy of the original license/application, Consultant will charge the City a fee equal to \$1.75 per business license/ application for the mailing or faxing.

Delinquencies

Should the usual process of taxpayer notifications (2 additional notices and a follow-up phone call) result in the nonpayment of a business listed on our system or the data sent to Consultant from the City, the account will then be considered a delinquency. Delinquency processing involves another strongly worded notice and additional phone calls. The account is then subject to the same fees as the Discovery/LTC services listed below.

Local Tax Compliance Discovery Services

Consultant's compensation for providing Discovery Services will be a contingency fee of 40% of the additional revenue received by the City from the services. The 40% applies

to the current tax year, all eligible prior period revenues, and any applicable penalties, interest, and late charges. The contingency fee only applies to revenue actually received by the City. The term “current tax year” shall mean the most recent tax year for which local taxes are due and payable to the City, and in which Consultant has identified deficiencies. If the City accepts full Business License Administration services, the contingency fee will be reduced to 35%.

Service Customization

Should the City opt for an on-site kiosk, printer and phone to enhance the service, after the online file and pay application is implemented, the fee will be up to \$2,000 for the first year including maintenance. Thereafter, the City will maintain the computer, printer and phone.

Taxpayers’ Payments and Invoice Process

1. Taxpayers’ payments received by Consultant will be deposited into a general escrow account maintained by Consultant. The taxpayers’ payments deposited into the escrow account will be remitted to the City on a bi-weekly basis (typically on the 15th and by the last business day of each month) net of Consultant’s fees.
2. Consultant will send to the City a remittance package no less frequently than once per month that may contain Consultant’s generated report identifying each taxpayer payment received and the amount of Consultant’s fees attributed to the taxpayer payment, a check made payable to the City for the amount of fees collected less Consultant’s fees, and an invoice showing our contingency fee.

Should there be any disputed payments Consultant will work with City to mutually resolve these issues. If the resolution results in City’s favor, Consultant will refund the applicable portion of the fee to City within 10 days of resolution.

Additional Consulting

The City may request that Consultant provide additional consulting services at any time during the term of the Agreement. If Consultant and City agree on the scope of the additional consulting services requested, then Consultant shall provide the additional consulting on a Time and Materials basis.

Depending on the personnel assigned to perform the work, Consultant’s standard hourly rates range from \$75 per hour to \$200 per hour. The following are sample hourly rates based on the job classification:

- Principal: \$200 per hour
- Project Manager: \$175 per hour
- Client Services: \$150 per hour
- Information Technology (IT) support: \$175 per hour
- Operational Support:
 - Director or Manager: \$175 per hour
 - Senior Analyst: \$125 per hour
 - Analyst: \$100 per hour
 - Administrative: \$75 per hour

These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred. All reimbursable expenses shall receive prior approval from the City and shall be reimbursed at cost to Consultant.