

**PERSONAL SERVICES CONTRACT
BETWEEN
THE CITY OF ISLETON
AND
KENNEDY SOLUTIONS, INC.**

THIS PERSONAL SERVICES CONTRACT ("Contract") is made and entered into this 1st day of April 2025, by and between the CITY OF ISLETON, a political subdivision of the State of California ("City"), and KENNEDY SOLUTIONS, INC. ("Contractor").

RECITALS

WHEREAS, City desires to retain a person or firm to provide the city manager services, as further described in Attachment "A"; and

WHEREAS, Contractor warrants that it is qualified and agreeable to render the aforesaid services.

AGREEMENT

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by City, the parties agree to the following:

- I. RECITALS: The above recitals are hereby incorporated and made part of this agreement.
- II. SCOPE OF SERVICES: Contractor agrees to provide all of the services described in Attachment A.
- III. ADDITIONAL SERVICES: The City may desire services to be performed which are relevant to this Contract or the services to be performed hereunder, but have not been included in the scope of the services listed in Paragraph I above, and Contractor agrees to perform said services upon the written request of City. These additional services could include, but are not limited to, any of the following:
 - A. Serving as an expert witness for the City in any litigation or other proceedings involving the project or services.
 - B. Services of the same nature as provided herein which are required as a result of events unforeseen on the date of this contract.
- IV. CITY FURNISHED SERVICES: The City agrees to:
 - A. Facilitate access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.

- B. Make available to Contractor those services, supplies, equipment and staff that are normally provided for the services required by the type of services to be rendered by Contractor hereunder and as set forth in Attachment A.
- C. Make available all pertinent data and records for review.
- V. TERM OF CONTRACT: This Contract shall commence on April 1, 2025 and shall terminate on April 1, 2026, unless sooner terminated in accordance with the terms hereunder.
- VI. FEES: The fees for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Attachment B. Said fees shall remain in effect for the entire term of this Contract.
- VII. PAYMENT: The fees for services under this Contract shall be due within 30 calendar days after receipt and approval by City of an invoice covering the service(s) rendered to date.

With respect to any additional services provided under this Contract as specified in Paragraph II hereof, Contractor shall not be paid unless Contractor has received written authorization from City for the additional services prior to incurring the costs associated therewith. Said additional services shall be charged at the rates set forth on Attachment B.

Invoices or applications for payment to the City shall be sufficiently detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred. Where the scope of work on the Contract is divided into various tasks, invoices shall detail the related expenditures accordingly. Labor expenditures need documentation to support time, subsistence, travel and field expenses. No expense will be reimbursed without adequate documentation. This documentation will include, but not be limited to, receipts for material purchases, rental equipment and subcontractor work.

Notwithstanding any other provision herein, payment may be delayed, without penalty, for any period in which the State or Federal Government has delayed distribution of funds that are intended to be used by the City for funding payment to Contractor.

- VIII. INSURANCE: Contractor 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 and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors.

Minimum Scope and Limit of Insurance

- A. The Contractor shall maintain a commercial general liability (CGL) insurance policy covering CGL on an occurrence basis, including products

and completed operations, property damage, bodily injury, and personal & advertising injury, with limits in the amount of \$1,000,000, and a general aggregate limit of \$2,000,000.

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the General Liability Policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

City of Isleton
PO Box 716
Isleton, CA 95641

- B. The Contractor shall be required to carry Professional Liability coverage in the amount of \$1,000,000 per occurrence or claim, and \$2,000,000 aggregate.

Prior to the commencement of any work hereunder, the Contractor shall supply a Certificate of Insurance and endorsements, signed by the insurer, evidencing such insurance as specified above to City. However, failure to obtain and provide the required documents to City prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Each insurance policy required above shall provide that coverage and shall not be canceled, except with prior written notice to the City.

Insurance is to be placed with an insurer with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

For any claims related to this Contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers, shall be in excess of the Contractor's insurance and shall not contribute with it.

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision

applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

- IX. **WORKER'S COMPENSATION:** The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the services to be performed under this Contract and at all times during the performance of the services to be performed hereunder. A copy of the certificates evidencing such insurance with policy limits of at least \$1,000,000 per accident for bodily injury or disease or, in the alternative, a signed Workers' Compensation Exemption form as provided in Attachment C, shall be submitted to the City with this agreement.
- X. **INDEMNIFICATION:** Contractor agrees to indemnify, defend at its own expense, and hold City harmless from any and all liabilities, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from any and all acts or omissions to act of Contractor or its officers, agents, or employees in performing services under this Contract; excluding, however, such liabilities, claims, losses, damages, or expenses arising from City's sole negligence or willful misconduct.
- XI. **NONDISCRIMINATORY EMPLOYMENT:** In connection with the execution of this Contract and the services to be provided hereunder, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.
- XII. **INTEREST OF PUBLIC OFFICIALS:** No officer, agent or employee of the City during their tenure, nor for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
- XIII. **SUBCONTRACTING AND ASSIGNMENT:** The rights, responsibilities and duties established under this Contract are personal to the Contractor and may not be subcontracted, transferred or assigned without the express prior written consent of the City.
- XIV. **LICENSING AND PERMITS:** The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.
- XV. **BOOKS OF RECORD AND AUDIT PROVISION:** Contractor shall maintain on a current basis, complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids and all expenditures for which any reimbursement is sought. The books and records shall be original entry books. In addition, Contractor shall maintain detailed payroll records, including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items for which any reimbursement

is sought. These documents and records shall be retained for at least ten years from the completion of this Contract (42CFR Sections 433.32, 438.3(h) and (u)).

Contractor will permit City to audit all books, accounts or records relating to this contract or all books, accounts or records of any business entities controlled by Contractor who participated in this contract in any way. Any such audit may be conducted on Contractor's premises or, at City's option, Contractor shall provide all books and records within a maximum of 15 calendar days upon receipt of written notice from City.

Contractor shall promptly refund any moneys erroneously charged. If City ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed. This paragraph applies to any contract which provides for reimbursement of expenses.

XVI. CONFIDENTIALITY: All information and records obtained in the course of providing services under this Contract shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program or the services provided hereunder. Both parties shall comply with State and Federal requirements regarding confidential information.

XVII. TITLE: It is understood that any and all documents, information, computer disks, and reports of any kind concerning the services provided hereunder, prepared by and/or submitted to the Contractor, shall be the sole property of the City. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, Contractor shall promptly turn over all information, writing, computer disks, and documents to City without exception or reservation. Contractor shall transfer from computer hard drive to disk any information or documents stored on hard drive and provide City with said disk.

XVIII. TERMINATION:

A. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other party. Notice of Termination shall be by written notice to the other party and shall be sent by registered mail.

B. If the Contractor fails to provide in any manner the services specified under this Contract or otherwise fails to comply with the terms of this Contract, or violates any ordinance, regulation, or other law which applies to its performance herein, the City may terminate this Contract by giving five calendar days written notice to Contractor.

C. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

D. In the event of termination, not the fault of the Contractor, the Contractor shall be paid for services performed up to the date of termination in accordance with the terms of this Contract.

XIX. **RELATIONSHIP BETWEEN THE PARTIES:** It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the City.

XX. **AMENDMENT:** This Contract may be amended or modified only by a written instrument signed by both parties.

XXI. **ASSIGNMENT OF PERSONNEL:** The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to City, as evidenced in writing.

XXII. **WAIVER:** No provision of this Contract or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed.

XXIII. **SEVERABILITY:** If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

XXIV. **JURISDICTION AND VENUE:** This Contract and the obligations hereunder shall be construed in accordance with the laws of the State of California. The parties hereto agree that venue for any legal disputes or litigation arising out of this Contract shall be in Sacramento County, California.

XXV. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings, and representations, oral or written, are superseded.

XXVI. **ATTACHMENTS:** All "Attachments" referred to below or attached to herein are by this reference incorporated into this Contract:

Attachment Designation	Attachment Title
Attachment A	Services to be provided by Contractor
Attachment B	Compensation or Fees to be Paid to Contractor
Attachment C	Workman's Compensation Exemption Form

- XXVII. DESIGNATED AGENTS: The parties represent and warrant that they have full power and authority to execute and fully perform their obligations under this Contract pursuant to their governing instruments, without the need for any further action, and that the person(s) executing this Contract on behalf of each party are the duly designated agents of each party and are authorized to do so.
- XXVIII. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with any and all federal, state and local laws, regulations, and ordinances affecting the services covered by this Contract.
- XXIX. ATTORNEY'S FEES: If any party hereto employs an attorney for the purpose of enforcing or construing this Contract, or any judgment based on this Contract, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing party shall be entitled to receive from the other party, or parties thereto, reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. If any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.
- XXX. NOTICES: Any notice required to be given pursuant to the terms and conditions hereof shall be in writing, and shall be via one of the following methods: personal delivery, prepaid Certified First-Class Mail, prepaid Priority Mail with delivery confirmation, or email with confirmation of receipt. Unless others designated by either party, such notice shall be mailed to the address shown below:

If to City:

CITY OF ISLETON
101 2nd St
Isleton, CA 95641
(916)777-6638

If to Contractor:

Jon Kennedy
Kennedy Solutions, Inc.

Ukiah, CA 95482
(707)489-4647 / jon@civassist.com

[signature page to follow]

IN WITNESS WHEREOF, the parties hereunto have executed this Contract on the date written below.

CITY OF ISLETON:

CONTRACTOR:

By: _____
Iva Walton, Mayor
City Council, City of Isleton
Date: _____

By: _____
Jon Kennedy
Founder/CEO, Kennedy Solutions, Inc.
Date: _____

Approved as to form:

By: _____
Rebekah Mojica
City Attorney

ATTACHMENT A

SERVICES TO BE PROVIDED BY CONTRACTOR

CONTRACTOR shall serve as the City Manager of the City, acting as the administrative head of the City government under the direction and control of the City Council, in accordance with Isleton Municipal Code, Chapter 2.12. CONTRACTOR is expected to perform these duties in person for an average of two days per week and remotely as needed. The City Manager's duties and responsibilities shall include, but are not limited to, the following:

1. Administration and Oversight
 - Enforce City laws, ordinances, and Council policies.
 - Supervise and direct all city departments, officers, and employees, ensuring efficient operations.
 - Develop and implement policies, programs, and strategic initiatives.
 - Prepare and administer the annual city budget, including financial reporting and forecasting.
 - Ensure proper management of city funds and resources, including supporting economic development initiatives and oversee grant applications or alternative funding opportunities.
2. Council Support and Policy Implementation
 - Provide recommendations and advice to the City Council on city affairs, policies, and legislative matters.
 - Implement and oversee the execution of City Council decisions.
 - Attend all council meetings and provide reports on City operations and financial conditions.
3. Personnel and Human Resources Management
 - Appoint, discipline, and remove city employees, except those under the authority of the City Council.
 - Administer personnel policies, including hiring, training, and performance evaluations.
4. Public Works, Infrastructure, and Emergency Management
 - Supervise City infrastructure, maintenance, capital improvement projects.
 - Manage city contracts, including negotiations and compliance with terms.
 - Develop and implement emergency response and disaster preparedness plans.
 - Be available to provide emergency direction as needed.
5. Risk Management and Legal Compliance
 - Ensure City operations adhere to federal, state, and local laws and regulations.
 - Oversee risk management, liability mitigation, and insurance policies.
 - Work with legal counsel on litigation, contracts, and municipal legal matters, as they arise.
6. Additional Duties
 - Represent the city in intergovernmental affairs and negotiations.
 - Perform other duties as assigned by the City Council, consistent with the responsibilities outlined in the Isleton Municipal Code.

ATTACHMENT B

COMPENSATION OR FEES TO BE PAID TO CONTRACTOR

Billing

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced one month in arrears.

Payment

Payment shall be made by CITY to CONTRACTOR at the address specified in paragraph XXX of this contract, or by direct deposit, net thirty (30) days from the invoice date.

Compensation

CITY shall compensate CONTRACTOR at a rate of \$80 per hour for services rendered under this contract. Compensation shall not exceed \$8,000 per month (equivalent to 100 hours per month).

Additionally, CITY shall provide \$1,000 per month in travel expenses, for a total monthly payment of \$9,000.

Special Compensation

Hours above and beyond the 100 hours per month shall be billed at \$100 per hour. CONTRACTOR shall not exceed 130 hours per month unless authorized by a majority vote of City Council.

ATTACHMENT C

Workman's Compensation Exemption Form

To be exempt from worker's compensation, you must submit an affidavit, certifying that you do not employ anyone in a manner that is subject to the workers' compensation laws of California. (See Business and Professions Code Section 7125, and California Labor Code 3700 et seq.)

For exemption from worker's compensation, please complete the requested information, check the box, and sign the form.

SECTION 1 – BUSINESS NAME / SOLE PROPRIETER NAME AND ADDRESS		
FULL BUSINESS NAME		
Legal Form <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Limited Partnership <input type="checkbox"/> General Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Business Trust <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Other: _____		
BUSINESS MAILING ADDRESS		CITY STATE ZIP
BUSINESS PHONE NUMBER	ALTERNATIVE PHONE	BUSINESS E-MAIL ADDRESS

SECTION 2 – CHECK BOX
<input type="checkbox"/> I hereby warrant that the above-mentioned business does not employ anyone in the manner subject to the workers' compensation laws of the State of California and is not otherwise required to provide for workers' compensation insurance coverage under California law.

SECTION 3 – SIGNATURE	
I certify under penalty of perjury under the laws of the State of California that the information provided on this exemption statement is true and accurate. I understand that upon employing anyone in a manner that is subject to the worker's compensation laws of the State of California, the claim of exemption executed under this form will no longer be valid. I also understand that, as soon as I employ anyone subject to the California's workers' compensation laws, I must obtain a Certificate of Worker's Compensation Insurance, submit that certificate to the City of Isleton within 90 days of its effective date, and continuously maintain the coverage provided by the certificate in accordance with the law. I further warrant that I understand the requirements of California Labor Code § 3700 et seq, and Business and Professions Code § 7125, and agree to comply with code requirements. I also agree to hold the City of Isleton harmless from loss or liability which may arise from the failure of the above-mentioned business to comply with any such laws or regulations. I request the City waive its requirement for evidence of Worker's Compensation insurance in connection with the above contract this is attached to.	
Date	Signature of (Owner, Partner, Authorized Officer)