

CITY OF ORLAND
PROFESSIONAL SERVICES AGREEMENT
(City Management Advisory Consulting Services)

This Professional Services Agreement (“Agreement”) is entered into by and between the City of Orland, a California general law city (“City”), and Peter R. Carr, an individual doing business as City Management Consulting (“Contractor”), and is effective on [July 22], 2026. As used in this Agreement, “City Manager” or “CM” means the City’s City Manager, Interim City Manager, or Acting City Manager.

Recitals

The City is presently without a permanent City Manager and requires temporary executive-level advisory support for city administration while the City recruits and appoints a permanent City Manager. Contractor possesses the experience, specialized skill, and knowledge in municipal management necessary to provide such advisory services, and the City Council has determined that retaining Contractor as an independent contractor is in the best interests of the City.

THEREFORE, in consideration of the mutual promises and conditions in this Agreement, the parties agree as follows:

1. **Scope of Services.** Contractor shall provide ongoing executive-level management consulting services to the CM, on a monthly basis, as follows:
 - A. Draft, review, and edit documents and correspondence at the request of the CM.
 - B. Analyze data, reports, and proposals, and provide the CM, as requested, with background, insight, options, and advice.
 - C. Research history, current best practices, and similar matters, if requested by the CM, and draft Request for Proposals (RFP) documents, if requested.
 - D. Assist the City with recruitment, hiring, and organizational development work at the request of the CM.
 - E. Provide advisory assistance to department heads and the City Attorney at the request of the CM.
2. **Manner of Performance; Limitations.** The following limitations apply to the services:
 - A. Contractor shall perform services remotely. On-site work or meetings are not included in the scope of services; if on-site work is required and requested by the CM, travel time plus mileage at the standard federal rate will be invoiced.
 - B. Contractor shall report solely to the CM. Contractor shall not report to, nor provide information directly to, members of the City Council, and shall not be obligated to respond directly to Councilmember inquiries or comments.
 - C. Contractor shall not independently initiate work and shall have no authority to make decisions for, act on behalf of, or bind the City. The City remains solely responsible for its decisions and actions.

- D. Contractor shall not have access to Tyler or any other City software, database, system, or technology. Contractor shall provide his own office space and technology tools.
- E. Contractor shall be generally available to the CM between 7:00 a.m. and 7:00 p.m. daily, with responses immediately if possible and warranted, and normally within three (3) hours.

3. **Term; Termination.** This Agreement commences on the effective date and continues on a month-to-month basis until terminated. Either party may terminate this Agreement at any time, with or without cause, by written notice to the other party. Upon termination, the City shall pay Contractor for all services satisfactorily performed through the effective date of termination, prorated as applicable, and Contractor shall promptly deliver to the City all work product and City materials in his possession.

4. **Compensation.** The City shall compensate Contractor as follows:

- A. A monthly retainer of Four Thousand Eight Hundred Dollars (\$4,800) for up to thirty-two (32) hours of services per month.
- B. One Hundred Sixty-Five Dollars (\$165) per hour for additional work in excess of 32 hours in any month, when authorized in advance by the CM.
- C. Special additional projects may be arranged at separate rates only by written amendment to this Agreement.
- D. All work (including but not limited to telephone, text, email, writing/reviewing, and remote meetings) shall be shown on billing in increments of one-quarter ($\frac{1}{4}$) hour. Contractor shall invoice monthly; invoices shall be reviewed and approved by the CM and paid within thirty (30) days of receipt.
- E. Not To Exceed. Total compensation under this Agreement shall not exceed Forty Thousand Dollars (\$40,000) per fiscal year without prior authorization of the City Council by motion or resolution.
- F. The parties acknowledge that the CM may require more than 32 hours per month during the first ninety (90) days and fewer hours per month thereafter. The parties may agree in writing to reset the retainer terms after 90 days.

5. **Independent Contractor.** Contractor is, and shall at all times remain, an independent contractor and not an officer, employee, or agent of the City. Contractor shall have no authority to bind the City. Contractor shall be solely responsible for all federal, state, and local taxes arising from compensation paid under this Agreement, and the City shall not be responsible for, nor make any contribution toward, Contractor's medical, retirement (including CalPERS), unemployment, workers' compensation, or employment tax liabilities. Contractor shall receive no City benefits of any kind. [NOTE: If Contractor is a CalPERS retiree, the parties intend that Contractor perform services as a bona fide independent contractor and not as a retired annuitant employee; Contractor is encouraged to confirm his status with CalPERS before execution.]

6. **Work Product; Records.** All documents, drafts, analyses, and other work product prepared by Contractor under this Agreement are the property of the City. Contractor acknowledges

that records related to this Agreement and Contractor's services may be subject to disclosure under the California Public Records Act (Gov. Code § 7920.000 et seq.).

7. **Confidentiality.** Contractor shall not disclose confidential City information obtained in the course of performing services, including any information subject to the attorney-client privilege or attorney work product doctrine, except as authorized by the CM or the City Attorney or as required by law. Contractor shall handle privileged materials only at the direction of the City Attorney so as to preserve applicable privileges. This obligation survives termination of this Agreement.
8. **Conflicts of Interest.** Contractor shall comply with all applicable conflict-of-interest laws, including the Political Reform Act (Gov. Code § 81000 et seq.) and Government Code section 1090. The City will determine whether Contractor is a "consultant" required to file a Statement of Economic Interests (Form 700) under the City's conflict-of-interest code and FPPC Regulation 18700.3, and Contractor shall file as directed. During the term of this Agreement, Contractor shall not accept any engagement or maintain any interest that conflicts with, or materially impairs, his ability to perform the services described in this Agreement.
9. **Indemnification.** Contractor shall indemnify, defend, and hold harmless the City and its officers, employees, and agents from and against any and all claims, losses, liabilities, or damages, including reasonable attorneys' fees and costs of defense, arising out of Contractor's negligence, recklessness, or willful misconduct in the performance of this Agreement — including, without limitation, any claim by any City officer, employee, or third party alleging harassment, discrimination, retaliation, or other tortious conduct by Contractor — except to the extent caused by the negligence or willful misconduct of the City. This obligation is independent of, and is not limited by, any insurance maintained or not maintained by Contractor, and survives termination of this Agreement.
10. **Professional Conduct; City Policies.** In all interactions with City officers, employees, contractors, volunteers, and members of the public, Contractor shall comply with the City's policies prohibiting unlawful harassment, discrimination, and retaliation, copies of which the City shall provide to Contractor. Contractor acknowledges that the Fair Employment and Housing Act (Gov. Code § 12940 et seq.) prohibits harassment of, and by, persons providing services pursuant to a contract. Any violation of this Section is grounds for immediate termination of this Agreement, in addition to any other remedy available to the City.
11. **Insurance.** The City Council has determined that, given the exclusively remote and advisory nature of the services, the absence of on-site work, premises, or vehicle exposure, and Contractor's lack of access to City systems, the City's standard insurance requirements are waived for this Agreement. If the CM authorizes on-site work, Contractor shall, before performing such work, provide proof of automobile liability insurance in at least the statutory minimum amounts. This waiver does not limit or affect Contractor's obligations under Section 9 (Indemnification).
12. **Compliance with Law.** Contractor shall comply with all applicable federal, state, and local laws, regulations, and ordinances in performing this Agreement.

13. **Non-Assignment.** This Agreement is intended to secure the individual services of Pete Carr and may not be assigned, transferred, or subcontracted without the prior written consent of the City.
14. **Governing Law; Venue.** This Agreement shall be interpreted according to the laws of the State of California. Venue for any action or proceeding regarding this Agreement shall be in Glenn County.
15. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect.
16. **Notices.** Notices pursuant to this Agreement must be in writing and be delivered personally, by first-class mail, or by email with confirmation of receipt, addressed as follows: City: Jennifer Schmitke, City Clerk, City of Orland, 815 Fourth Street, Orland, CA 95963, with a copy to Scott Drexel, City Attorney, 6349 Auburn Boulevard, Citrus Heights, CA 95621; Contractor: Peter R Carr dba City Management Consulting, 9 Walnut Park Drive, Chico, CA 95928, Heypetecarr@hotmail.com
17. **Entire Agreement; Amendment.** This Agreement constitutes the entire understanding of the parties pertaining to the services described herein and may be amended only by a writing executed by both parties.
18. **Counterparts.** This Agreement may be executed in counterparts containing original signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

**PETER R. CARR dba CITY
MANAGEMENT CONSULTING
("CONTRACTOR")**

DATED: July ____, 2026

Peter R. Carr

CITY OF ORLAND

DATED: July ____, 2026

Justin Chaney
INTERIM CITY MANAGER

APPROVED AS TO FORM:

Scott Drexel, City Attorney

ATTEST:

Jennifer Schmitke, City Clerk