

CONSULTING SERVICES AGREEMENT

Interim Finance Controller Services

This Consulting Services Agreement (“Agreement”) is made by and between the **City of Farmers Branch, Texas** (“City”), and **Strategic Government Resources** (“Consultant”) (each a “party” and collectively the “parties”), acting by and through their respective authorized representatives.

RECITALS

WHEREAS, the City desires to engage the Consultant to perform certain work and services, hereinafter referred to only as “services”, as further specified in the Scope of Services defined in Section 1 of this Agreement; and

WHEREAS, the Consultant has expressed a willingness to perform said services in conformance with this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Scope of Services

The Consultant agrees to provide to the City Interim Controller services on an as-needed basis and in conformance with the Scope of Services attached hereto as **Exhibit “A”** and incorporated herein by reference (the “Scope of Services”). The Consultant shall not be entitled to any claim for extra services, additional services, or changes in the services without a written agreement with the City prior to the performance of such services.

Section 2. Term of Agreement

The term of this Agreement shall become effective as of the date of last signature hereof (the “Effective Date”) and shall remain in effect until such time as the City fills the permanent position (the “Expiration Date”), unless renewed or sooner terminated as provided in this Agreement. The City may, in its sole discretion, extend the term hereof as necessary to allow the Consultant to complete any uncompleted work authorized by the City prior to the expiration of this Agreement.

Section 3. The Consultant’s Obligations

(a) Performance of Services. Except as otherwise provided in this Agreement, the Consultant shall furnish and pay for all labor, tools, software, materials, equipment, supplies, transportation, and management necessary to perform the services. To the extent reasonably necessary, the Consultant may engage the services of any agents, assistants, or other persons that the Consultant may deem proper to assist in the performance of the services under this Agreement, provided that the Consultant shall be responsible for all costs related thereto, except as expressly authorized in writing in advance by the City.

(b) Standard of Care. The Consultant shall perform the services with the skill and care ordinarily provided by competent consultants practicing in the same or similar locality and under the same or similar circumstances and professional licenses. The Consultant shall be responsible for the professional quality, technical accuracy, and coordination of all services, including all Project Documents, designs, drawings, specifications, plans, reports, presentations, and all other services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors

or deficiencies in the services. The Consultant shall further make, without expense to the City, such revisions to the Project Documents as may be required to meet the needs of the City and which are within the Consultant's Scope of Services.

(c) Additional Services. Should the City require additional services not included under this Agreement, the Consultant shall make reasonable effort to provide such additional services in accordance with the fee schedule set forth in **Exhibit A**, and within the time schedule prescribed by the City, and without decreasing the effectiveness of the performance of services required under this Agreement.

(d) No Waiver of the City's Rights. Neither the City's review, approval/acceptance of, nor payment for any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(e) Independent Contractor. It is understood and agreed by and between the parties that the Consultant, while performing under this Agreement, is acting independently and that the City assumes no responsibility or liabilities to any third party in connection with the Consultant's actions. All services to be performed by the Consultant pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. The Consultant shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this Agreement.

(f) Inspection of Records. The Consultant grants the City and its designees the right to audit, examine, or inspect, at the City's election, all of the Consultant's Records relating to the performance of services under this Agreement during the term of the Agreement and any retention period herein. The City's audit, examination, or inspection of the Consultant's Records may be performed by a City designee, which may include its internal auditors or an outside representative engaged by the City. The Consultant agrees to retain the Consultant's Records for a minimum of four (4) years following termination of the Agreement unless there is an ongoing dispute under the contract; then, such retention period shall extend until final resolution of the dispute. The "Consultant's Records" shall include any and all information, materials, and data of every kind and character generated as a result of the services under this Agreement. The City agrees that it will exercise its right to audit, examine, or inspect the Consultant's Records only during regular business hours. The Consultant agrees to allow the City and its designees access to all of the Consultant's Records, The Consultant's facilities, and the current or former employees of the Consultant, deemed necessary by the City or its designee(s), to perform such audit, inspection, or examination.

(g) Certification of No Conflicts. The Consultant hereby warrants to the City that the Consultant has made full disclosure in writing of any existing or potential conflicts of interest related to the Consultant's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, the Consultant hereby agrees immediately to make full disclosure to the City in writing.

Section 4. Performance Schedule

(a) Time for Performance. The Consultant shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with the City's requirements. In the event the Consultant's performance of this Agreement is delayed or interfered with by acts of the City or others, the Consultant may request an extension of time in conformance with this Section

4 for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

(b) Extensions; Written Request Required. No allowance of any extension of time, for any cause whatever (including an event of Force Majeure as defined herein below), shall be claimed or made to the Consultant, unless the Consultant shall have made written request upon the City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless the City and the Consultant have agreed in writing upon the allowance of additional time to be made.

Section 5. Documents

(a) Project Documents. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by the Consultant and its employees, professionals, subcontractors, agents, representatives, and/or sub-consultants (collectively referred to in this section as “Consultant”) in connection with this Agreement (“Project Documents”) are intended for the use and benefit of the City. The Consultant and its consultants, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, upon payment by the City as required by this Agreement, the City shall own, have, keep and retain all rights, title, and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the Consultant) in and to all Project Documents, whether in draft form or final form, which are produced at the City’s request and in furtherance of this Agreement. The City shall have full authority to authorize contractor(s), subcontractors, consultants, City professionals, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the services or for any other purpose. Acceptance and approval of the Project Documents by the City shall not constitute nor be deemed a release of the responsibility and liability of the Consultant, its employees, associates, agents, and professionals for the accuracy or competency of their designs, working drawings, and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the City for any defect in the designs, working drawings and specifications, or other documents prepared by the Consultant, its employees, contractor, agents, or professionals.

(b) Consultant’s Documents. All previously owned intellectual property of the Consultant, including but not limited to any computer software (object code and source code), tools, systems, equipment, or other information used by the Consultant or its suppliers in the course of delivering the Services hereunder, and any know-how, methodologies or processes used by the Consultant to provide the services or protect deliverables to the City, including without limitation, all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto (“Consultant’s Documents”), shall remain the sole and exclusive property of the Consultant or its suppliers. Notwithstanding, the Consultant agrees that the City shall have the right to access all such information, and the City is granted the right to make and retain copies of the Consultant’s Documents. The City acknowledges that any reuse of the Consultant’s Documents without specific written verification or adaptation by the Consultant will be at the City’s sole risk and without liability or legal exposure to the Consultant.

(c) Confidential Information. The Consultant agrees it will notify the City in writing if it considers specific information to be confidential or proprietary trade secrets and will use its best efforts to clearly mark all such information as “Confidential” and/or “Proprietary – Trade Secret” at the time it is delivered or made accessible to the City. The City acknowledges that all such designated information is considered by the Consultant to be confidential and the exclusive property of the Consultant. Notwithstanding the foregoing, the Consultant acknowledges that this Agreement, and all services performed hereunder, are subject to the legal requirements of the Texas Public Information Act and that the

City will have no obligation to protect or otherwise limit disclosure of any confidential or proprietary information if the Consultant has not notified the City of such designation in conformance with this section. The Consultant agrees and covenants to protect any and all proprietary rights of the City in any materials provided to the Consultant. Additionally, any materials provided to the Consultant by the City shall not be released to any third party without the consent of the City and shall be returned intact to the City upon termination or completion of this Agreement or if instructed to do so by the City. In the event the City delivers to the Consultant information that it has expressly marked “Confidential” or has notified the Consultant is confidential or is the proprietary information of a third-party, the Consultant agrees it shall not disclose to anyone directly or indirectly during the term of this Agreement or at any time thereafter, any such information, nor shall it use any such information for any purpose other than in connection with the Consultant’s performance of the services under this Agreement. The Consultant shall further, at its own expense, defend all suits or proceedings instituted against the City and pay any award of damages or loss resulting from an injunction against the City, insofar as the same is based on any claim that materials or services provided under this Agreement constitute an infringement of any patent, trade secret, trademark, copyright or other intellectual property rights. Notwithstanding, the foregoing confidentiality obligations shall not extend to, and nothing herein shall limit either party’s right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving party or its personnel; (ii) was or becomes available to the receiving party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving party without the use of any confidential information of the disclosing party; or (iv) is required to be disclosed by applicable law or a court order.

Section 6. Payment

(a) Compensation. The Consultant’s compensation shall be on an hourly basis, as more particularly described in the fee schedule set forth in **Exhibit A**.

(b) Payment Terms. The City agrees to pay the Consultant for all services authorized in writing and properly performed by the Consultant in general conformance with the fee schedule set forth in **Exhibit A**, subject to changes in the Scope of Services or additional services agreed upon in writing. Unless otherwise agreed in writing, all payments to the Consultant by the City shall be based on detailed invoices submitted by the Consultant for work performed and accepted by the City, less any previous payments. Payment will generally occur bi-weekly upon acceptance of an approved invoice for the applicable period.

(c) Deductions. The City may deduct from any amounts due or to become due to the Consultant any sum or sums owing by the Consultant to the City. In the event of any breach by the Consultant of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against the City, or the City's premises, arising out of the Consultant's performance of this Agreement, the City shall have the right to retain out of any payments due or to become due to the Consultant an amount sufficient to completely protect the City from any and all reasonably anticipated loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by the Consultant.

(d) Failure to Deliver Services. If the Consultant fails to deliver any services or complete any deliverables outlined in **Exhibit A** of this Agreement in a timely, professional, and satisfactory manner—as reasonably determined by the City—then the City shall be entitled to recover all or a portion of any fees, payments, or reimbursements made to the Consultant that are attributable to such incomplete, deficient, or undelivered work. Upon written notice from the City, the Consultant shall return the specified amount within **thirty (30) business days**. The City reserves the right to withhold future payments or offset any owed amounts against future invoices in the event of non-compliance with this subsection.

Section 7. Default; Force Majeure

(a) Default; Notice to Cure. A party shall be deemed in default under this Agreement if the party is in breach of a material provision of this Agreement and said breach is not cured within ten (10) days written notice of default by the other party. In the event the breaching party has notified the other party in writing that it is diligently working to cure the breach and has provided reasonable written evidence in support of the same, the breaching party shall not be deemed in default until the twentieth (20th) day following the non-breaching party's notice of default.

(b) Force Majeure. To the extent either party of this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, or a government restriction, quarantine or mandatory closure order enacted in response to a pandemic or other public health crises, or other specific cause reasonably beyond the party's control and not attributable to its malfeasance, neglect or nonfeasance (each an event of "Force Majeure"), the time for performance of such obligation (other than a payment obligation) may be extended for a period equal to the time lost by reason such event, provided, that the party complies with the provisions of this section. Specifically, the party asserting Force Majeure (i) shall give prompt notice to the other party of the prevention of performance as soon as the asserting party is reasonably aware of such prevention, and (ii) has the burden of demonstrating (1) how and why their performance was so prevented, (2) the period of time during which they were so prevented from performing (which under the facts may be equal to, or shorter or longer than, the duration of the Force Majeure event itself), and (3) that the party used commercially reasonable efforts to mitigate and/or eliminate such prevention and resumed performance under this Agreement as soon as reasonably practicable.

Section 8. Termination; Suspension

(a) Termination Upon Default. Either party may terminate this Agreement upon written notice if the other party is in default of this Agreement, subject to the defaulting party's right to cure in conformance with the terms of this Agreement.

(b) Termination Generally. Either party may terminate this Agreement, with or without cause, by providing fourteen (14) days prior written notice to the other party.

(c) Termination Following Request for Modification. Should the City require a modification of this Agreement with the Consultant, and in the event the City and the Consultant fail to agree upon a modification to this Agreement, the City shall have the option of terminating this Agreement and the Consultant's services hereunder at no additional cost other than the payment to the Consultant, in accordance with the terms of this Agreement, for the services reasonably determined by the City to be properly performed by the Consultant prior to such termination date.

(d) Suspension. The City reserves the right to suspend this Agreement for the convenience of the City by issuing a written notice of suspension that describes the City's reason(s) for the suspension and the expected duration of the suspension. Such expected duration shall, in no way, guarantee what the total number of days of suspension shall occur. Such suspension shall take effect immediately upon the Consultant's receipt of said notice. Should such suspension extend past the expected duration identified by the City in its latest notice of suspension, the Consultant shall have the right to terminate this Agreement if (i) the Consultant provides not less than thirty (30) days prior written notice to the City requesting to recommence the services, and (ii) the City does not recommence the services within the time requested.

Section 9. Insurance

(a) Unless otherwise agreed by the parties, the Consultant shall maintain in force comprehensive general liability insurance during the term of this Agreement, including (i) a General Commercial Liability policy, including personal injury, with a limit of not less than \$1,000,000 per occurrence, (ii) an Automobile Liability Insurance policy, including non-owned and hired liability, with a limit of \$1,000,000 per occurrence; and Workers' Compensation and Employers' Liability Insurance, each with a limit of \$500,000 per employee.

(b) The Consultant shall, upon request by the City, furnish certificates of insurance to the City evidencing compliance with the insurance requirements hereof. Certificates shall indicate the name of the Consultant, the name of the insurance company, the policy number, the term of coverage, and the limits of coverage. The Consultant shall cause its insurance companies to provide the City with at least thirty (30) days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation, or non-renewal of the insurance coverage required under this Agreement. All policies written on behalf of the Consultant shall contain a waiver of subrogation in favor of the City and its agents and employees.

Section 10. Indemnification; Notice of Claim.

THE CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THE CONSULTANT PURSUANT TO THIS AGREEMENT. THE CONSULTANT HEREBY WAIVES ALL CLAIMS AGAINST THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY INDEMNITEES") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY INDEMNITEES. THE CONSULTANT AGREES TO INDEMNIFY, DEFEND, AND SAVE HARMLESS THE CITY INDEMNITEES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF THE CONSULTANT, ITS OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, CONTRACTORS, SERVANTS, REPRESENTATIVES, PROFESSIONALS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF A CITY INDEMNITEE, IN WHOLE OR IN PART, IN WHICH CASE CONSULTANT SHALL INDEMNIFY THE CITY INDEMNITEES TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO THE CONSULTANT, ITS OFFICERS, AGENTS, OR EMPLOYEES AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

Notices of Claim. The Consultant shall promptly advise the City in writing of any claim or demand against the City related to or arising out of the Consultant's acts or omissions under this Agreement and shall see to the investigation and defense of such claims or demand at the Consultant's sole cost and expense; provided, that the City, at its option and its own expense, may participate in such defense without relieving the Consultant of any of its obligations hereunder. The Consultant's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by the Consultant under this agreement.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR A PERIOD OF FOUR (4) YEARS.

Section 11. Notice.

All notices required by this Agreement shall be in writing and addressed to the parties at the addresses set forth on the signature page(s) of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All notices shall be delivered by (a) personal delivery, (b) certified or registered mail (in each case, return receipt requested, postage prepaid), (c) nationally recognized overnight courier (with all fees pre-paid), or (d) email of a pdf document containing the required notice. Such notice or document shall be deemed to be delivered or given, whether actually received or not, (i) when received if delivered or given in person, (ii) if sent by United States mail, three (3) business days after being deposited in the United States mail as set forth above, (iii) on the next business day after the day the notice or document is provided to a nationally recognized carrier to be delivered as set forth above, or (iv) if sent by email, the next business day. A confirmation of delivery report that reflects the time that the email was delivered to the recipient's last notified email address is prima facie evidence of its receipt by the recipient, unless the sender receives a delivery failure notification indicating that the email has not been delivered to the recipient.

Section 12. Verifications by the Consultant

The Consultant's execution of this Agreement shall serve as its formal acknowledgment and written verification that:

(a) if the requirements of Subchapter J, Chapter 552, Government Code, apply to this Agreement and the Consultant agrees that the Agreement can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of that subchapter;

(b) pursuant to Texas Government Code Chapter 2270, that the Consultant's organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement; and

(c) pursuant to Texas Government Code Chapter 2251, that the Consultant's organization does not currently discriminate against the firearm and ammunition industries and will not for the term of the contract. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, specifically with the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

Section 13. Miscellaneous

(a) The Consultant shall not assign or sublet this Agreement, in whole or in part, without the prior written consent of the City. (b) The Consultant shall comply with all federal, state, county, and municipal laws, ordinances, resolutions, regulations, rules, and orders applicable to the services under this Agreement. (c) The laws of the State of Texas shall govern this Agreement, and the venue for any action concerning this Agreement shall be in the state district courts of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said courts. (d) This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, and there are no oral understandings, statements, or stipulations bearing upon the meaning or effect of this Agreement that have not been incorporated herein. (e) The exhibits attached hereto, if any, are incorporated herein and made a part hereof for all purposes. (f) Unless expressly provided otherwise herein, this Agreement may only be modified, amended, supplemented, or waived by a mutual written agreement of the parties. (g) In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. (h) Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement, shall survive termination. (i) This Agreement may be executed by the parties in separate counterparts, each

of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof, each signed by less than all but together signed by all of the parties. (j) Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement. (k) Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

For City:

For Consultant:

CITY OF FARMERS BRANCH, TEXAS

STRATEGIC GOVERNMENT RESOURCES

By: _____

Benjamin W. Williamson
City Manager

By: _____

Wendle Medford
President, Interim Consulting, and
Embedded Services

Date: _____

Date: _____

Notice Address:

City of Farmers Branch
Attn: City Manager
13300 William Dodson Parkway
Farmers Branch, Texas 75001
E: benjamin.williamson@farmersbranchtx.gov

Notice Address:

Strategic Government Resources
Attn: Wendle Medford
P.O. Box 1642
Keller, Texas 76244
E: WendleMedford@GovernmentResource.com

ATTEST:

By: _____

Erin Flores, City Secretary

APPROVED AS TO FORM:

By: _____

Whitt L. Wyatt, City Attorney
(ww.6.26.25_v2)

EXHIBIT A

SCOPE OF SERVICES

Interim Controller Services

DESCRIPTION OF SERVICES

Strategic Government Resources (herein “SGR” or “Consultant”) will provide a highly experienced local government professional to serve as the Interim Controller for the City during the term of the Agreement.

The Consultant’s services will include, but not be limited to, the following:

1. **Recommended Candidate.** SGR and the City will work together to determine a final candidate for consideration. Should the City wish to consider an alternate candidate, SGR can provide other experienced local government professionals for the City to interview. The City may interview candidate(s) by phone, virtual interview, or in person. The City will reimburse all travel, lodging, and per diem expenses for any in-person interviews. If at any time during the assignment, the City wishes to have another candidate provided to serve as Interim Controller, SGR will produce additional experienced local government professionals to fill the position, to the satisfaction of the City, pending availability of suitable candidates.
2. **Candidate Approval.** The City’s final approval of the interim candidate will be dependent upon its acceptance of the results of the media and background searches conducted, and SGR recommends a start date after the completion of all elements of SGR’s background-checking process. Should the City choose to start an interim candidate prior to the completion of media searches and/or any other elements of the standard background investigation, SGR will be held harmless for any unexpected findings.
3. **Media Search.** SGR will perform a Comprehensive Media Search on the candidate selected by the City and provide a comprehensive media report to the City. This media report is compiled from information gathered using our proprietary online search process. This is not an automated process and produces far superior results than a standard media or simple Google search. The report length may be as long as 350 pages and may include news articles, video interview links, residents' blog posts, etc.
4. **Background Investigation.** SGR will perform a comprehensive background investigation on the candidate selected by the City. SGR uses a licensed private investigation firm for these services. Through SGR’s partnership with FirstCheck, we are able to provide our clients with comprehensive background screening reports that include detailed information such as:
 - Social Security number trace
 - Address history
 - Driving history/motor vehicle records
 - Credit report
 - Federal criminal search
 - National criminal search
 - Global homeland security search
 - Sex offender registry search
 - State criminal search (for current and previous states of residence)
 - County criminal search (for every county in which the candidate has lived or worked)
 - County civil search (for every county in which the candidate has lived or worked)
 - Education verification
5. **Drug Screening.** The City is responsible for the cost of any drug screening that the City may require.
6. **Use of City Marks.** The City grants SGR a non-exclusive, limited license to use the name, logo, or other identifying mark(s) of the City in SGR’s social media content to assist in providing the services and to refer to the relationship established herein solely during the term of the Agreement.

7. **Supervision.** The City is responsible for the job-related direction, supervision, and control of the Interim Controller when such person is engaged in providing services to the City pursuant to this Agreement. It is the City's responsibility to provide a safe workplace and to furnish the person with any equipment/training needed to perform the specific duties required for the position. Notwithstanding, it is understood and agreed by and between the parties that SGR, while performing under this Agreement, is acting independently and that the City assumes no responsibility or liabilities to any third party in connection with SGR's actions. All services to be performed by SGR, including the individual(s) performing services as Interim Controller pursuant to this Agreement, shall be in the capacity of an independent contractor and not as an agent or employee of the City.
8. **Temporary Housing.** The City will provide temporary housing, such as a local hotel, directly billed to the City, with a mileage/travel reimbursement between the Interim Controller's permanent residence and the City.

CONSULTANT'S FEE SCHEDULE:

Fees for Consultant's Services:

Interim Controller Services	\$105.00 per hour, billed on a quarter hour basis
Mileage	Mileage will be billed at the Standard Mileage Reimbursement Rate established by the IRS.
Travel expenses for in-person interviews, if needed	TBD upon mutual agreement of the parties
Per diem for in-person interview, if needed	\$18 breakfast, \$20 lunch, \$32 dinner

Additional Terms Concerning Fees and Expenses:

1. The City shall pay the Consultant for the services performed and accepted by the City under the Agreement in conformance with the schedule above.
2. The Consultant will not be compensated for holidays, vacation time, sick leave, etc.
3. The Consultant shall not exceed 40 hours in a week without prior written approval of the City. Any hours in excess of 40 hours per week shall be billed at the standard hourly rate (shown above).
4. The Consultant shall be reimbursed for expenses incurred in the performance of the services in the same manner as such expenses would be paid to similarly situated employees of the City. All expenses will be reimbursed based on actual costs incurred without markup.
5. Any additional services shall be approved by the City in writing prior to such services being rendered.

[End of Exhibit A]