

CONSULTING SERVICES AGREEMENT
Interim Finance Director 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, City desires to engage 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, 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

Consultant agrees to provide to City Interim Finance Director 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”). Consultant shall not be entitled to any claim for extra services, additional services, or changes in the services without a written agreement with 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 a permanent Finance Director has been hired by City to fill the position (the “Expiration Date”), unless renewed or sooner terminated as provided in this Agreement. City may, in its sole discretion, extend the term hereof as necessary to allow Consultant to complete work on any uncompleted work authorized by City prior to the expiration of this Agreement.

Section 3. Consultant’s Obligations

(a) Performance of Services. Except as otherwise provided in this Agreement, 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, Consultant may engage the services of any agents, assistants, or other persons that Consultant may deem proper to assist in the performance of the services under this Agreement, provided that Consultant shall be responsible for all costs related thereto, except as expressly authorized in writing in advance by City.

(b) Standard of Care. 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. 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 Consultant under this Agreement. Consultant shall, without additional compensation, correct or revise any errors or deficiencies

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

(c) Additional Services. Should City require additional services not included under this Agreement, 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 City, and without decreasing the effectiveness of the performance of services required under this Agreement.

(d) No Waiver of City's Rights. Neither 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 Consultant shall be and remain liable to City in accordance with applicable law for all damages to City caused by 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 Consultant, while performing under this Agreement, is acting independently and that City assumes no responsibility or liabilities to any third party in connection with Consultant's actions. All services to be performed by Consultant pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. 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. Consultant grants City and its designees the right to audit, examine, or inspect, at City's election, all of Consultant's Records relating to the performance of services under this Agreement during the term of the Agreement and any retention period herein. City's audit, examination, or inspection of Consultant's Records may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Consultant agrees to retain 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. "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. City agrees that it will exercise its right to audit, examine, or inspect Consultant's Records only during regular business hours. Consultant agrees to allow City and its designees access to all of Consultant's Records, Consultant's facilities, and the current or former employees of Consultant, deemed necessary by City or its designee(s), to perform such audit, inspection, or examination.

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

Section 4. Performance Schedule

(a) Time for Performance. Consultant shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with City's requirements. In the event Consultant's performance of this Agreement is delayed or interfered with by acts of the City or others, 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 Consultant, unless Consultant shall have made written request upon City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless City and 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 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 City. 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 City as required by this Agreement, 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 City’s request and in furtherance of this Agreement. 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 City shall not constitute nor be deemed a release of the responsibility and liability of 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 City for any defect in the designs, working drawings and specifications, or other documents prepared by Consultant, its employees, contractor, agents, or professionals.

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

(c) Confidential Information. Consultant agrees it will notify 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 City. City acknowledges that all such designated information is considered by Consultant to be confidential and the exclusive property of Consultant. Notwithstanding the foregoing, Consultant acknowledges that this Agreement, and all services performed hereunder, are subject to the legal requirements of the Texas Public Information Act and that City will have no obligation to protect or otherwise limit disclosure of any confidential or proprietary information if Consultant has not notified City of such designation in conformance with this section. Consultant agrees and covenants to protect any and all proprietary rights of City in any materials provided to Consultant. Additionally, any materials provided to Consultant by City shall not be released to any third party without the consent of City and shall be

returned intact to City upon termination or completion of this Agreement or if instructed to do so by City. In the event City delivers to Consultant information that it has expressly marked "Confidential" or has notified Consultant is confidential or is the proprietary information of a third-party, 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 Consultant's performance of the services under this Agreement. Consultant shall further, at its own expense, defend all suits or proceedings instituted against City and pay any award of damages or loss resulting from an injunction against 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. 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. City agrees to pay Consultant for all services authorized in writing and properly performed by 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 Consultant by City shall be based on detailed invoices submitted by Consultant for work performed and accepted by City, less any previous payments. Payment will generally occur bi-weekly upon acceptance of an approved invoice for the applicable period.

(b) Deductions. City may deduct from any amounts due or to become due to Consultant any sum or sums owing by Consultant to City. In the event of any breach by 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 City, or City's premises, arising out of Consultant's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Consultant an amount sufficient to completely protect 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 Consultant.

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

(d) Suspension. City reserves the right to suspend this Agreement for the convenience of City by issuing a written notice of suspension that describes 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 Consultant's receipt of said notice. Should such suspension extend past the expected duration identified by City in its latest notice of suspension, Consultant shall have the right to terminate this Agreement if (i) Consultant provides not less than thirty (30) days prior written notice to City requesting to recommence the services, and (ii) City does not recommence the services within the time requested.

Section 9. Insurance

(a) Unless otherwise agreed by the parties, 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) Consultant shall, upon request by City, furnish certificates of insurance to 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. Consultant shall cause its insurance companies to provide 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 City and its agents and employees.

Section 10. Indemnification; Notice of Claim.

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 CONSULTANT PURSUANT TO THIS AGREEMENT. CONSULTANT HEREBY WAIVES ALL CLAIMS AGAINST 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. 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 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 CONSULTANT, ITS OFFICERS, AGENTS, OR EMPLOYEES AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

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

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 Consultant agrees that the Agreement can be terminated if Consultant knowingly or intentionally fails to comply with a requirement of that subchapter;

(b) pursuant to Texas Government Code Chapter 2270, that 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 Consultant's organization does not currently discriminate against 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) Consultant shall not assign or sublet this Agreement, in whole or in part, without the prior written consent of City. (b) 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: 1-29-25

Date: January 29, 2025

Notice Address:

Notice Address:

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

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

ATTEST:

By: 
Stacy Henderson, City Secretary

APPROVED AS TO FORM:


By: 
Whitt L. Wyatt, City Attorney
ww_1.27.2025

EXHIBIT A
SCOPE OF SERVICES
Interim Finance Director Services

DESCRIPTION OF SERVICES

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

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

1. **Recommended Candidate.** SGR and City will work together to determine a final candidate for consideration. Should City wish to consider an alternate candidate, SGR can provide other experienced local government professionals for City to interview. City may interview candidate(s) by phone, virtual interview, or in person. City will reimburse all travel, lodging, and per diem expenses for any in-person interviews. If at any time during the assignment, City wishes to have another candidate provided to serve as Interim Finance Director, SGR will produce additional experienced local government professionals to fill the position, to the satisfaction of City, pending availability of suitable candidates.
2. **Media Search.** SGR will perform a Comprehensive Media Search on the candidate selected by City and provide a comprehensive media report to 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.
3. **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
4. **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.
5. **Drug Screening.** City is responsible for the cost of any drug screening that City may require.
6. **Use of City Marks.** City grants SGR a non-exclusive, limited license to use the name, logo, or other identifying mark(s) of 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 Finance Director 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 Finance Director 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 City, with a mileage/travel reimbursement between Interim Finance Director's permanent residence and City.

CONSULTANT'S FEE SCHEDULE:

Fees for Consultant's Services:

Interim Finance Director Services	\$125.00 per hour, billed on a quarter hour basis
Comprehensive Media Search Report	\$500.00
Background Investigation	\$400.00
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. City shall pay Consultant for the services performed and accepted by City under the Agreement in conformance with the schedule above.
2. Consultant will not be compensated for holidays, vacation time, sick leave, etc.
3. Consultant shall not exceed 40 hours in a week without prior written approval of City.
4. Consultant's total compensation shall not exceed \$50,000 without written amendment to this Agreement approved by the City Council.
5. 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.
6. If the City hires the candidate placed as Interim Finance Director for a permanent position during the term of this agreement or within 12 months after the conclusion of the Agreement, the City will pay SGR an employment placement fee of \$10,000. This fee is waived if SGR conducts a full-service executive search for this position.
7. Any additional services shall be approved by City in writing prior to such services being rendered.

[End of Exhibit A]