



Date: September 12, 2017

**Agreement for Interim City Manager Services  
By and Between Strategic Government Resources and the City of Forney, Texas**

**City of Forney, Texas**  
**Rick Wilson, Mayor**  
**Rwilson@cityofforney.org**

**Strategic Government Resources**  
**Cindy Hanna, Managing Director of Finance**  
**CindyHanna@GovernmentResource.com**

**("City")**

**("SGR")**

**Scope of Services.** The City of Forney, Texas, (referred to as "City") seeks an Interim City Manager to perform related duties for City. Strategic Government Resources (referred to as "SGR") will provide a highly experienced local government professional to serve as Interim City Manager for City.

**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, Skype, 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 City Manager, SGR will produce additional experienced local government professionals to fill the position, to the satisfaction of City.

**Terms and Conditions.** SGR will provide an Interim City Manager at a rate of \$104.95 per hour. The Interim City Manager will work a maximum of 40 hours per week unless approved by City. Any hours worked in excess of 40 hours per week, will be billed at the standard contract rate of \$ 104.95 per hour.

City Contact for Invoicing:

Name: Deborah Woodham

Email: dwoodham@cityofforney.org

Phone: (972) 564-7307

1. 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, links to video interviews, blog posts by residents, etc.

2. 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 Cities 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 candidate has lived or worked)
  - County civil search (for every county in which candidate has lived or worked)
  - Education verification
3. City is responsible for the cost of any pre-interim employment drug screening that City may require.
4. All routine business expenses incurred by SGR's representative in their role as Interim City Manager will be reimbursed under the same terms and conditions that such expenses would be reimbursed for any other employee of City, such as mileage, hotel, and per diem when traveling at the request of City, and business meals incurred for local meetings. Commute time will not be billed by SGR.
5. Depending on the location of the permanent residence of the selected Interim City Manager, mileage reimbursement and temporary housing may be required. Mileage is reimbursed by City at the current IRS mileage reimbursement rate. The City may elect to provide temporary housing such as a local hotel, direct billed to City, with a mileage reimbursement of once per week between Interim City Manager's permanent residence and City.
6. City will be billed weekly for the previous week's work and any travel/housing reimbursement. payment will be due within 14 days of each billing. SGR will not be compensated for holidays, vacation time, sick leave, etc.
7. If City hires the candidate placed as Interim City Manager for a permanent position during the term of this agreement or within 12 months after the conclusion of this agreement, City will pay SGR an employment placement fee of \$5,000.00. This fee is waived if SGR conducts a full-service executive search for this position.
8. City or SGR may terminate the agreement for Interim City Manager Services with a fourteen (14) day written notice, without cause or penalty.

**Cost Summary.** SGR will provide Interim City Manager Services to City as follows:

<b><i>Interim City Manager Services</i></b>	<b><i>\$104.95 per hour</i></b>
<b><i>Comprehensive Media Search Report</i></b>	<b><i>\$500.00</i></b>
<b><i>Background Investigation</i></b>	<b><i>\$300.00</i></b>
<b><i>Mileage/Temporary Housing Stipend</i></b>	<b><i>TBD</i></b>
<b><i>Travel expenses for in-person interviews, if needed</i></b>	<b><i>TBD</i></b>
<b><i>Per diem for in-person interview, if needed</i></b>	<b><i>\$10 breakfast, \$15 lunch, \$25 dinner</i></b>

**Confidentiality Agreement.** The Interim City Manager will perform services for City which may require City to disclose confidential and proprietary information to Interim City Manager or which may require City to grant authorization to the Interim City Manager to make financial and legal transactions on behalf of the City. Confidential information includes, but is not limited to, any information of any kind, nature, or description concerning any matters affecting or relating to Interim City Manager's services for City, the business or operations of City, and/or the products, projects, drawings, plans, processes, or other data of City. Financial and legal information includes, but is not limited to, financial institution wire transfers, deposits, withdrawals, cash handling, investment handling, real property transactions, or other financial or legal transactions of City. The Interim City Manager, through his/her contract with SGR agrees:

- To hold any and all confidential information received from City in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others.
- Not to disclose or divulge, either directly or indirectly, the confidential information to others unless first authorized to do so in writing by City. For financial and legal transactions, Interim City Manager must receive authorization from City verbally and in writing, other than by email, and Interim City Manager shall maintain reasonable data security controls to protect Interim City Manager and City from social engineering attacks.
- Not to reproduce the confidential information, nor use this information commercially, or for any purpose other than the performance of his/her duties for City.
- That upon request or upon termination of his/her relationship with City, deliver to City, any drawings, notes, documents, equipment, and materials received from City or originating from his/her activities for City.
- That City shall have the sole right to determine the treatment of any information that is part or project specific received from Interim City Manager, including the right to keep the same as confidential and proprietary.

**Indemnification.** To the extent it may be permitted to do so by applicable law, City does hereby agree to defend, hold harmless, and indemnify the designated Interim City Manager, SGR, and all officers, employees, and contractors of SGR, from any and all demands, claims, suits, actions, judgments, expenses, and attorneys' fees incurred in any legal proceedings brought against them as a result of action taken in the Interim's individual or official capacity for the City as a contract employee and as Interim City Manager, providing the incident(s), which is (are) the basis of any such demand, claim, suit, actions, judgments, expenses, and attorneys' fees, arose or does arise in the future from an act or omission of the Interim City Manager as a contract employee of City acting within the course and scope of the Interim City Manager's employment with City; excluding, however, any such demand, claim, suit, action, judgment, expense, and attorneys' fees for

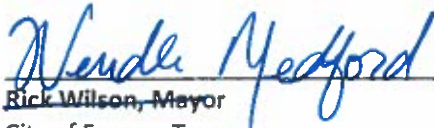
those claims or any causes of action where it is determined that the Interim City Manager committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any insurance contract, held either by City or SGR. In the case of such indemnified demand, claim, suit, action, or judgment, the selection of the Interim City Manager's legal counsel shall be with the mutual agreement of the Interim City Manager and City if such legal counsel is not also City's legal counsel. A legal defense may be provided through insurance coverage, in which case the Interim City Manager's right to agree to legal counsel provided for him/her will depend on the terms of the applicable insurance contract. The provisions of this paragraph shall survive the termination, expiration, or other end of this agreement and/or the Interim City Manager's employment with City.

**Venue.** The venue for any disputes shall reside in Kaufman County, Texas.

**Applicable law.** This agreement shall be governed by the laws of the State of Texas.

This agreement represents the full and complete agreement between Strategic Government Resources and the City of Forney, Texas, and supersedes any and all prior written or verbal agreements. This agreement may be modified or amended only by a written instrument signed by the parties.

Approved and Agreed to, this the 21 day of September, 2017, by and between Strategic Government Resources and the City of Forney, Texas.

  
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Rick Wilson, Mayor  
City of Forney, Texas

  
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Cindy Hanna, Managing Director of Finance  
Strategic Government Resources