

TOWN OF ADDISON, TEXAS

RESOLUTION NO. R15-___

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TX APPROVING AN AGREEMENT WITH STRATEGIC GOVERNMENT RESOURCES FOR INTERIM CITY MANAGER SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. That the Agreement for Interim City Manager Services by and Between the Strategic Government Resources and the Town of Addison, Texas, attached hereto as **Exhibit A**, is hereby approved and the Mayor is authorized to execute the agreement.

Section 2. This Resolution shall take effect upon its passage and approval.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 14th day of April, 2015.

Todd Meier, Mayor

ATTEST:

By: _____
Chelsea Gonzalez, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda McDonald, City Attorney

EXHIBIT A



Date: April 14, 2015

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

Town of Addison, Texas
Todd Meier, Mayor
TMeier@addisontx.gov
("Town")

Strategic Government Resources
Administration and Recruitment
CyndyBrown@GovenrmentResource.com
("SGR")

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

Recommended Candidate. SGR and Town will work together to determine a final candidate for consideration. Should Town wish to consider an alternate candidate, SGR can provide other experienced local government professionals for Town to interview. In addition, if at any time during the assignment, Town 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 Town.

Terms and Conditions. SGR will provide an Interim City Manager based on an annualized salary and benefits amount of \$265,584.94, which for purposes of *pro rata* reference, calculates equivalent to an hourly rate of \$127.68 per hour based on a forty (40) hour work week. The Interim City Manager will work a maximum of 40 hours per week unless approved by Town. Any hours worked in excess of 40 hours per week, will be billed at the standard contract rate of \$127.68 per hour.

1. SGR will perform a Stage 2 Media Search on the candidate selected by Town and provide a comprehensive media report to Town. 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 Town. 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

EXHIBIT A

- 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. Town is responsible for the cost of any pre-interim employment drug screening that Town 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 Town, such as mileage, hotel, and per diem when traveling at the request of Town, 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/or temporary housing may be required. Mileage is reimbursed by Town at the current IRS mileage reimbursement rate. Alternatively, the Town may elect to provide temporary housing such as a local hotel, direct billed to Town, with a mileage reimbursement of once per week between Interim City Manager's permanent residence and Town.
 6. Town will be billed weekly for the previous weeks work and commuting travel reimbursement, and payment will be due within 14 days of each billing. SGR will not be compensated for holidays, vacation time, sick leave, etc.
 7. If Town 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, Town will pay SGR an employment placement fee of \$5,000.00.
 8. Town 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 Town as follows:

<i>Interim City Manager Services</i>	<i>\$127.68 per hour</i>
<i>Stage 2 Media Search Report</i>	<i>\$500</i>
<i>Background Investigation</i>	<i>\$300</i>
<i>Mileage/Temporary Housing Stipend</i>	<i>TBD</i>

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Confidentiality Agreement. The Interim City Manager will perform services for Town which may require Town to disclose confidential and proprietary information to Interim City Manager. 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 Town, the business or operations of Town, and/or the products, projects, drawings, plans, processes, or other data of Town. The Interim City Manager, through his/her contract with SGR agrees:

- To hold any and all confidential information received from Town 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 Town.
- Not to reproduce the confidential information, not use this information commercially, or for any purpose other than the performance of his/her duties for Town.
- That upon request or upon termination of his/her relationship with Town, deliver to Town, any drawings, notes, documents, equipment, and materials received from Town or originating from his/her activities for Town.
- That Town 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, Town 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 Town 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 Town acting within the course and scope of the Interim City Manager's employment with Town; 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 Town 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 Town if such legal counsel is not also Town'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 Town.

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

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

EXHIBIT A

This agreement represents the full and complete agreement between Strategic Government Resources and the Town of Addison, 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 _____ day of April, 2015, by and between Strategic Government Resources and the Town of Addison, Texas.

Todd Meier, Mayor
Town of Addison, Texas

Cyndy Brown, Managing Director of
Recruitment and Administration
Strategic Government Resources