



Date: April 4, 2018

**Agreement for Interim Utilities Director Services  
By and Between Strategic Government Resources and the City of Broken Arrow, OK**

**City of Broken Arrow, OK**  
**Michael Spurgeon, City Manager**  
[mspurgeon@brokenarrowok.gov](mailto:mspurgeon@brokenarrowok.gov)

**Strategic Government Resources**  
**Charles Sparks, Chief Operating Officer**  
[ChuckSparks@GovernmentResource.com](mailto:ChuckSparks@GovernmentResource.com)

**("City")**

**("SGR")**

**Scope of Services.** The City of Broken Arrow, OK, (referred to as "City") seeks an Interim Utilities Director 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 Utilities Director 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 Utilities Director, 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 Utilities Director at a rate of \$82.00 per hour. The Interim Utilities Director 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 \$82.00 per hour.

City Contact for Invoicing:

Name/Title: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

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 drug screening that City may require.
4. All routine business expenses incurred by SGR's representative in their role as Interim Utilities Director 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 Utilities Director, 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/travel reimbursement of twice per month between Interim Utilities Director'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 Utilities Director 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 Utilities Director Services with a fourteen (14) day written notice, without cause or penalty.

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

<b><i>Interim Utilities Director Services</i></b>	<b><i>\$82.00 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</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>

*\*Mileage will be billed at the Standard Mileage Reimbursement Rate established by the IRS. City will provide temporary housing or a housing stipend, if necessary.*

**Confidentiality Agreement.** The Interim Utilities Director will perform services for City which may require City to disclose confidential and proprietary information to Interim Utilities Director or which may require City to grant authorization to the Interim Utilities Director 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 Utilities Director'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 Utilities Director, 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 Utilities Director must receive authorization from City verbally and in writing, other than by email, and Interim Utilities Director shall maintain reasonable data security controls to protect Interim Utilities Director 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 Utilities Director, including the right to keep the same as confidential and proprietary.

**Disclaimer.** SGR expressly disclaims any and all liability from any demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings resulting from any acts, errors, omissions, or negligent, grossly negligent, intentional, willful or wrongful conduct of the Utilities Director while he/she is acting as an independent contractor for the City.

**Venue.** The venue for any disputes shall reside in Tulsa County, Oklahoma.

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

This agreement represents the full and complete agreement between Strategic Government Resources and the City of Broken Arrow, OK, 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 \_\_\_\_\_, 2018, by and between Strategic Government Resources and the City of Broken Arrow, OK.

---

**Michael Spurgeon, City Manager**  
City of Broken Arrow, OK

---

**Charles Sparks, Chief Operating Officer**  
Strategic Government Resources