



June 6th, 2023

**Agreement for Project Services By and Between
Strategic Government Resources and Saline County, Kansas**

Saline County, Kansas
Phillip Smith-Hanes,
County Administrator
Phillip.smith-hanes@saline.org
("Client")

Strategic Government Resources
Melissa Valentine,
Director of Client Engagement
melissa@governmentresource.com
("SGR")

Scope of Services. This agreement is between Saline County, Kansas (referred to as "Client") and Strategic Government Resources (referred to as "SGR") for SGR to provide project services. SGR, via SGR's Transition Support Services team, will provide a highly experienced local government professional that is experiencing professional transition to deliver project services for Client.

Professional Services Fees. SGR will provide project services via a contract Transition Support Services team member at the rate of \$125 per hour.

Supplemental Expenses not included in Professional Services Fees if required:

- Project services will be delivered remotely, as practicable. Should the need arise or Client desire for SGR to be on site, travel expenses will be billed per SGR's standard travel rates:
 - Meals are billed at a per diem rate of \$15 for breakfast, \$20 for lunch, and \$30 for dinner.
 - Mileage will be reimbursed at the current IRS rate.
 - All other travel-related expenses are billed back at actual cost, with no markup for overhead.
 - For regular commuting, mileage within 50 miles round trip of the team member's primary home is considered commuting and will not be billed.
- Any expenses incurred (printing, etc.) will be billed at the actual cost, with no markup for overhead.
- Comprehensive Media Report - **\$500**
- Comprehensive Background Investigation Report - **\$400**
- Comprehensive Reference Checks with individual reports (up to 5)- **\$225**
- If the Client desires any supplemental services not mentioned in this section, an estimate of the cost will be provided at that time, and no work shall be done without approval by the Client.

Billing. Client will be billed bi-weekly for the previous two week's work and any expense reimbursement. Payment will be due within 14 days of each billing. SGR will not be compensated for holidays, vacation time, sick leave, etc.

Provision of Service Guarantee. SGR guarantees that the Client will be satisfied with project services. If at any time, the Client does not feel the level of expectation is being met, SGR will welcome discussions and provide rectifications to the concerns expressed.

Client Satisfaction Survey. SGR works very hard to deliver exceptional customer service and it is important to us to get honest and objective feedback from our clients. We may ask you to complete a client satisfaction survey and discuss any feedback and suggestions you may have that will help us in our goal of continuous process improvement.

Terms and Conditions:

- **Termination of Contract.** The Client reserves the right to terminate this agreement at any time upon giving SGR seven (7) days advanced written notice to Melissa@GovernmentResource.com or to SGR, Attn: Melissa Valentine, PO Box 1642, Keller, TX 76244. In such an event, SGR will be compensated for all work satisfactorily completed up to and through the date of termination. In addition, SGR shall provide to the Client all information obtained and/or developed during the project through the date of termination.
- **Modification.** This agreement may be modified or amended only by a written instrument signed by the parties.
- **Venue.** The venue for any disputes shall reside in the 28th Judicial District Court within Saline County, Kansas. To the maximum extent allowed by law, the prevailing Party in any dispute hereunder shall be entitled to recover a reasonable amount of the prevailing Party's attorney's fees and costs.
- **Applicable law.** This agreement shall be governed by the laws of the State of Kansas.

Confidentiality Agreement. The work required hereunder may require the Client to disclose confidential information to SGR. Such information could include, but is not limited to, any information of any kind, nature, or description concerning any matters affecting or relating to any obligations of SGR under this Agreement. To the extent allowed by law, SGR agrees:

- To hold any and all information received from Client in confidence unless authorized by the Client to disclose it or unless required to disclose it by law, and SGR shall exercise a reasonable degree of care to prevent accidental disclosure to others.
- That any authorized disclosure of such information must be in writing from a Client official with actual or apparent authority to make such authorization.
- Not to reproduce the information, nor use this information commercially, or for any purpose other than the performance of SGR's duties for Client.
- That upon request or upon termination of the relationship with Client, to deliver to Client, any drawings, notes, documents, equipment, and materials received from Client or originating from activities for Client.
- That all material or information that the Client receives from SGR shall be the sole property of and owned solely by the Client.

Indemnification. To the maximum extent it may be permitted to do so by applicable law, Client does hereby agree to release, defend, hold harmless, and indemnify 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 SGR's official capacity for the Client to the same extent as if SGR were employed directly by the Client rather than retained through SGR, 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 SGR acting within the course and scope of or arising out of services or actions SGR is

performing for or on behalf of the Client; 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 SGR committed a willful or wrongful act or omission, or an act or omission constituting gross negligence. The provisions of this paragraph shall survive the termination, expiration, or other end of this agreement.

This agreement represents the full and complete agreement between Strategic Government Resources and Saline County, Kansas and 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 on _____, by and between Strategic Government Resources and Saline County, Kansas

Robert H. Vidricksen, II
Chairman Board of Commissioners
Saline County, Kansas

Melissa Valentine
Director of Client Engagement
Strategic Government Resources