



Special Meeting City Council Special Meeting

Wednesday, April 22, 2020

6:00 PM

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (979) 265-2082 or FAX (979) 265-7345 for further information.

AGENDA

BE IT KNOWN that the **CITY COUNCIL** of the City of Richwood will meet in **City Council Special Meeting** on **Wednesday, April 22, 2020** at **6:00 PM** at 1800 N. Brazosport Blvd., Richwood, TX 77531 at the Richwood City Hall in the Council Chambers with the following agenda:

SUPPLEMENTAL NOTICE OF MEETING BY TELEPHONE CONFERENCE

In accordance with the order of the Office of the Governor issued March 16, 2020, the City Council of Richwood will conduct the meeting scheduled at 6:00 p.m. on Wednesday, April 22, 2020 in the City Hall Council Chambers, located at 1800 N Brazosport Blvd, in part by telephone conference in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of Coronavirus (COVID-19).

The meeting agenda and agenda packet are posted online at www.richwoodtx.gov

The public dial in number to participate in the telephonic meeting is **(312)757-3121** and enter the access code **935-144-413**

The public will be permitted to offer public comments telephonically as provided by the agenda and as permitted by the presiding officer during the meeting.

A recording of the telephonic meeting will be made, and will be available to the public in accordance with the Open Meetings Act upon written request.

Please contact Kirsten Garcia, City Secretary, with any issues logging in 979-265-2082, option 3.

- I. CALL TO ORDER
- II. ROLL CALL OF COUNCIL MEMBERS
- III. PUBLIC COMMENTS

All comments will be subject to the following rules: All speakers will be permitted to speak not longer than 3 minutes; all speakers will only be permitted to speak once; speakers cannot defer their 3 minutes to another speaker. Discussion is not allowed on items not posted on the agenda.

- IV. EXECUTIVE SESSION

Pursuant to Chapter 551.0745, Personnel Matters to deliberate the appointment,

employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee:

A. Finance Director's Position

B. Interim Finance Director - Contract with Strategic Government Resources (SGR) 4

V. ACTION AS A RESULT OF EXECUTIVE SESSION

VI. CITY MANAGER'S REPORT

VII. COUNCIL MEMBER COMMENTS & REPORTS

VIII. MAYOR'S REPORT

IX. ADJOURNMENT

The City Council may go into Executive Session on any item listed on the Agenda in accordance with Section 551.071 of the Government Code (attorney-client privilege).

I, Kirsten Garcia, do hereby certify that I did, on _____ at _____ p.m., post this notice of meeting on the bulletin board at 1800 N. Brazosport Blvd., Richwood, TX, in compliance with the Texas Open Meetings Law.

Kirsten Garcia, City Secretary
City of Richwood

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Date: April 19, 2020

**Agreement for Interim Finance Director Services
By and Between Strategic Government Resources and the City of Richwood, Texas**

City of Richwood, Texas
Eric Foerster, City Manager
efoerster@richwoodtx.gov

Strategic Government Resources
Melissa Valentine, Managing Director, Recruitment &
Human Resources
MelissaValentine@GovernmentResource.com

("City")

("SGR")

Scope of Services. The City of Richwood, Texas, (referred to as "City") seeks an Interim Finance 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 Finance 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 Finance Director, SGR will produce additional experienced local government professionals to fill the position, to the satisfaction of City, pending availability of suitable candidates.

Terms and Conditions. SGR will provide an Interim Finance Director at a rate of \$65.00 per hour. The total amount of the contract will not exceed \$49,999.00 unless approved by City and SGR through an amendment to this contract. The Interim Finance 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 \$65.00 per hour.

City Contact for Invoicing:

Name: _____

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 Finance 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. City will provide temporary housing for the Interim Finance Director, direct billed to the City for the duration of the engagement. The City will provide mileage reimbursement (roundtrip) at the current IRS mileage rate, four times per month, between the Interim Finance 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 Finance 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 \$10,000.00. 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 Finance Director Services with a fourteen (14) day written notice, without cause or penalty.

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

<i>Interim Finance Director Services</i>	<i>\$65.00 per hour</i>
<i>Not to exceed</i>	<i>\$49,999.00</i>
<i>Comprehensive Media Search Report</i>	<i>\$500.00</i>
<i>Background Investigation</i>	<i>\$400.00</i>
<i>Mileage/Temporary Housing</i>	<i>TBD*</i>
<i>Travel expenses for in-person interviews, if needed</i>	<i>TBD</i>
<i>Per diem for in-person interview, if needed</i>	<i>\$10 breakfast, \$15 lunch, \$25 dinner</i>

**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 Finance Director will perform services for City which may require City to disclose confidential and proprietary information to Interim Finance Director or which may require City to grant authorization to the Interim Finance 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 Finance 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 Finance 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 Finance Director must receive authorization from City verbally and in writing, other than by email, and Interim Finance Director shall maintain reasonable data security controls to protect Interim Finance 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 Finance Director, 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 Finance Director, 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 an independent contractor and as Interim Finance Director, 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 Finance Director as an independent contractor of City acting within the course and scope of the Interim Finance Director's engagement 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 Finance Director 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 Finance Director's legal counsel shall be with the mutual agreement of the Interim Finance Director 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 Finance Director'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 Finance Director's engagement with City.

Venue. The venue for any disputes shall reside in Brazoria 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 Richwood, 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 on _____, by and between Strategic Government Resources and the City of Richwood, Texas.

Eric Foerster, City Manager
City of Richwood, Texas

Melissa Valentine, Managing Director, Recruitment & Human Resources
Strategic Government Resources