

VENDOR SERVICES AGREEMENT

This **VENDOR SERVICES AGREEMENT** ("Agreement") is made and entered into by and between the **CITY OF FORT WORTH** ("City"), a Texas home rule municipal corporation, and Strategic Government Resources, Inc. ("Consultant"), a Texas corporation, each individually referred to as a "**party**" and collectively referred to as the "**parties**."

AGREEMENT DOCUMENTS:

The Agreement documents shall include the following:

1. This Vendor Services Agreement;
2. Exhibit A – Scope of Services;
3. Exhibit B – Price Schedule; and
4. Exhibit C – Verification of Signature Authority Form.

Exhibits A, B and C, which are attached hereto and incorporated herein, are made a part of this Agreement for all purposes. In the event of any conflict between the terms and conditions of Exhibits A, B or C and the terms and conditions set forth in the body of this Agreement, the terms and conditions of this Agreement shall control.

1. Scope of Services. Consultant will provide the City with professional services related to data analytics consulting, on an as-needed basis. In particular, Consultant will perform all duties outlined and described in the Scope of Work in Exhibit "A," - Scope of Services, referred to herein as the "Services."

2. Term. This Agreement shall begin on the date signed by the Assistant City Manager below ("Effective Date") and shall expire April 11, 2024 ("Expiration Date"), unless terminated earlier in accordance with this Agreement ("Initial Term").

3. Compensation. **Total compensation under this Agreement will not exceed One Hundred Thousand Dollars (\$100,000.00).** The City shall pay Consultant in accordance with the provisions of this Agreement. Consultant shall not perform any additional services for the City not specified by the applicable Statement of Work unless the City requests and approves in writing the additional costs for such services. The City shall not be liable for any additional expenses of Consultant not specified by the applicable Statement of Work unless the City first approves such expenses in writing. City agrees to pay all invoices of Consultant within thirty (30) days of receipt of such invoice.

4. Termination.

4.1. Written Notice. City or Consultant may terminate this Agreement at any time and for any reason by providing the other party with 30 days' written notice of termination.

4.2 Non-appropriation of Funds. In the event no funds or insufficient funds are appropriated by City in any fiscal period for any payments due hereunder, City will notify Consultant of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated.

4.3 Duties and Obligations of the Parties. In the event that this Agreement is terminated prior to the Expiration Date, City shall pay Consultant for services actually rendered up to the effective date of termination and Consultant shall continue to provide City with services requested by City and in accordance with this Agreement up to the effective date of termination. Upon termination of this Agreement for any reason, Consultant shall provide City with copies of all completed or partially completed documents prepared under this Agreement. In the event Consultant has received access to City Information or data as a requirement to perform services hereunder, Consultant shall return all City provided data to City in a machine readable format or other format deemed acceptable to City.

5. Disclosure of Conflicts and Confidential Information.

5.1 Disclosure of Conflicts. Consultant hereby warrants to City that Consultant has made full disclosure in writing of any existing or potential conflicts of interest related to Consultant's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Consultant hereby agrees immediately to make full disclosure to City in writing.

5.2 Confidential Information. Consultant, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by City ("City Information") as confidential and shall not disclose any such information to a third party without the prior written approval of City.

5.3 Public Information Act. City is a government entity under the laws of the State of Texas and all documents held or maintained by City are subject to disclosure under the Texas Public Information Act. In the event there is a request for information marked Confidential or Proprietary, City shall promptly notify Consultant. It will be the responsibility of Consultant to submit reasons objecting to disclosure. A determination on whether such reasons are sufficient will not be decided by City, but by the Office of the Attorney General of the State of Texas or by a court of competent jurisdiction.

5.4 Unauthorized Access. Consultant shall store and maintain City Information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. Consultant shall notify City immediately if the security or integrity of any City Information has been compromised or is believed to have been compromised, in which event, Consultant shall, in good faith, use all commercially reasonable efforts to cooperate with City in identifying what information has been accessed by unauthorized means and shall fully cooperate with City to protect such City Information from further unauthorized disclosure.

6. Right to Audit. Consultant agrees that City shall, until the expiration of three (3) years after final payment under this contract, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records, including, but not limited to, all electronic records, of Consultant involving transactions relating to this Agreement at no additional cost to City. Consultant agrees that City shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. City shall give Consultant reasonable advance notice of intended audits.

7. Independent Contractor. It is expressly understood and agreed that Consultant shall operate as an independent contractor as to all rights and privileges and work performed under this Agreement, and not as agent, representative or employee of City. Subject to and in accordance with the

conditions and provisions of this Agreement, Consultant shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors and subcontractors. Consultant acknowledges that the doctrine of *respondeat superior* shall not apply as between City, its officers, agents, servants and employees, and Consultant, its officers, agents, employees, servants, contractors and subcontractors. Consultant further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and Consultant. It is further understood that City shall in no way be considered a Co-employer or a Joint employer of Consultant or any officers, agents, servants, employees or subcontractor of Consultant. Neither Consultant, nor any officers, agents, servants, employees or subcontractors of Consultant shall be entitled to any employment benefits from City. Consultant shall be responsible and liable for any and all payment and reporting of taxes on behalf of itself, and any of its officers, agents, servants, employees or subcontractors.

8. **Liability and Indemnification.**

8.1 **LIABILITY - CONSULTANT SHALL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, TO THE EXTENT CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S), MALFEASANCE OR INTENTIONAL MISCONDUCT OF CONSULTANT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.**

8.2 **GENERAL INDEMNIFICATION - CONSULTANT HEREBY COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO CONSULTANT'S BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OR MALFEASANCE OF CONSULTANT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.**

8.3 **INTELLECTUAL PROPERTY INDEMNIFICATION** – Consultant agrees to defend, settle, or pay, at its own cost and expense, any claim or action against City for infringement of any patent, copyright, trade mark, trade secret, or similar property right arising from City's use of the software and/or documentation in accordance with this Agreement, it being understood that this agreement to defend, settle or pay shall not apply if City modifies or misuses the software and/or documentation. So long as Consultant bears the cost and expense of payment for claims or actions against City pursuant to this section, Consultant shall have the right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, City shall have the right to fully participate in any and all such settlement, negotiations, or lawsuit as necessary to protect City's interest, and City agrees to cooperate with Consultant in doing so. In the event City, for whatever reason, assumes the responsibility for payment of costs and expenses for any claim or action brought against City for infringement arising under this Agreement, City shall have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and

to settle or compromise any such claim; however, Consultant shall fully participate and cooperate with City in defense of such claim or action. City agrees to give Consultant timely written notice of any such claim or action, with copies of all papers City may receive relating thereto. Notwithstanding the foregoing, City's assumption of payment of costs or expenses shall not eliminate Consultant's duty to indemnify City under this Agreement. If the software and/or documentation or any part thereof is held to infringe and the use thereof is enjoined or restrained or, if as a result of a settlement or compromise, such use is materially adversely restricted, Consultant shall, at its own expense and as City's sole remedy, either: (a) procure for City the right to continue to use the software and/or documentation; or (b) modify the software and/or documentation to make it non-infringing, provided that such modification does not materially adversely affect City's authorized use of the software and/or documentation; or (c) replace the software and/or documentation with equally suitable, compatible, and functionally equivalent non-infringing software and/or documentation at no additional charge to City; or (d) if none of the foregoing alternatives is reasonably available to Consultant terminate this Agreement, and refund all amounts paid to Consultant by City, subsequent to which termination City may seek any and all remedies available to City under law.

9. **Assignment and Subcontracting.**

9.1 **Assignment.** Consultant shall not assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of City. If City grants consent to an assignment, the assignee shall execute a written agreement with City and Consultant under which the assignee agrees to be bound by the duties and obligations of Consultant under this Agreement. Consultant and Assignee shall be jointly liable for all obligations of Consultant under this Agreement prior to the effective date of the assignment.

9.2 **Subcontract.** If City grants consent to a subcontract, subcontractor shall execute a written agreement with Consultant referencing this Agreement under which subcontractor shall agree to be bound by the duties and obligations of Consultant under this Agreement as such duties and obligations may apply. Consultant shall provide City with a fully executed copy of any such subcontract.

10. **Insurance.** Consultant shall provide City with certificate(s) of insurance documenting policies of the following types and minimum coverage limits that are to be in effect prior to commencement of any work pursuant to this Agreement:

10.1 **Coverage and Limits**

(a) Commercial General Liability:

\$1,000,000 - Each Occurrence
\$2,000,000 - Aggregate

(b) Automobile Liability:

\$1,000,000 - Each occurrence on a combined single limit basis

Coverage shall be on any vehicle used by Consultant, its employees, agents, representatives in the course of providing services under this Agreement. "Any vehicle" shall be any vehicle owned, hired and non-owned.

(c) Worker's Compensation:

Statutory limits according to the Texas Workers' Compensation Act or any other state workers' compensation laws where the work is being performed

Employers' liability

\$100,000 -	Bodily Injury by accident; each accident/occurrence
\$100,000 -	Bodily Injury by disease; each employee
\$500,000 -	Bodily Injury by disease; policy limit

(d) Professional Liability (Errors & Omissions):

\$1,000,000 -	Each Claim Limit
\$1,000,000 -	Aggregate Limit

Professional Liability coverage may be provided through an endorsement to the Commercial General Liability (CGL) policy, or a separate policy specific to Professional E&O. Either is acceptable if coverage meets all other requirements. Coverage shall be claims-made, and maintained for the duration of the contractual agreement and for two (2) years following completion of services provided. An annual certificate of insurance shall be submitted to City to evidence coverage.

10.2 General Requirements

(a) The commercial general liability and automobile liability policies shall name City as an additional insured thereon, as its interests may appear. The term City shall include its employees, officers, officials, agents, and volunteers in respect to the contracted services.

(b) The workers' compensation policy shall include a Waiver of Subrogation (Right of Recovery) in favor of City.

(c) A minimum of Thirty (30) days' notice of cancellation or reduction in limits of coverage shall be provided to City. Ten (10) days' notice shall be acceptable in the event of non-payment of premium. Notice shall be sent to the Risk Manager, City of Fort Worth, 200 Texas Street, Fort Worth, Texas 76102, with copies to the Fort Worth City Attorney at the same address.

(d) The insurers for all policies must be licensed and/or approved to do business in the State of Texas. All insurers must have a minimum rating of A- VII in the current A.M. Best Key Rating Guide, or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management. If the rating is below that required, written approval of Risk Management is required.

(e) Any failure on the part of City to request required insurance documentation shall not constitute a waiver of the insurance requirement.

(f) Certificates of Insurance evidencing that Consultant has obtained all required insurance shall be delivered to the City prior to Consultant proceeding with any work pursuant to this Agreement.

11. **Compliance with Laws, Ordinances, Rules and Regulations.** Consultant agrees that in the performance of its obligations hereunder, it shall comply with all applicable federal, state and local laws, ordinances, rules and regulations and that any work it produces in connection with this Agreement will also comply with all applicable federal, state and local laws, ordinances, rules and regulations. If City notifies Consultant of any violation of such laws, ordinances, rules or regulations, Consultant shall immediately desist from and correct the violation.

12. **Non-Discrimination Covenant.** Consultant, for itself, its personal representatives, assigns, subConsultants and successors in interest, as part of the consideration herein, agrees that in the performance of Consultant's duties and obligations hereunder, it shall not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law. **IF ANY CLAIM ARISES FROM AN ALLEGED VIOLATION OF THIS NON-DISCRIMINATION COVENANT BY CONSULTANT, ITS PERSONAL REPRESENTATIVES, ASSIGNS, SUBCONSULTANTSS OR SUCCESSORS IN INTEREST, CONSULTANT AGREES TO ASSUME SUCH LIABILITY AND TO INDEMNIFY AND DEFEND CITY AND HOLD CITY HARMLESS FROM SUCH CLAIM.**

13. **Notices.** Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

<p>To CITY:</p> <p>City of Fort Worth Attn: Jesica McEachern, Assistant City Manager 200 Texas Street Fort Worth, TX 76102-6314 Facsimile: (817) 392-8654</p> <p>With copy to Fort Worth City Attorney's Office at same address</p>	<p>To CONSULTANT:</p> <p>Strategic Government Resources Attn: Jennifer Fadden Chief Operating Officer P.O. Box 1642, Keller, TX 76244 Facsimile: (817)7961228</p>
---	--

14. **Solicitation of Employees.** Neither City nor Consultant shall, during the term of this Agreement and additionally for a period of one year after its termination, solicit for employment or employ, whether as employee or independent contractor, any person who is or has been employed by the other during the term of this Agreement, without the prior written consent of the person's employer.

Notwithstanding the foregoing, this provision shall not apply to an employee of either party who responds to a general solicitation of advertisement of employment by either party.

15. **Governmental Powers.** It is understood and agreed that by execution of this Agreement, City does not waive or surrender any of its governmental powers or immunities.

16. **No Waiver.** The failure of City or Consultant to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of City's or Consultant's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

17. **Governing Law / Venue.** This Agreement shall be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought pursuant to this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

18. **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

19. **Force Majeure.** City and Consultant will exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but will not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance, or regulation; acts of God; acts of the public enemy; fires; strikes; lockouts; natural disasters; wars; riots; epidemics or pandemics; government action or inaction; orders of government; material or labor restrictions by any governmental authority; transportation problems; restraints or prohibitions by any court, board, department, commission, or agency of the United States or of any States; civil disturbances; other national or regional emergencies; or any other similar cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected (collectively, "Force Majeure Event"). The performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides notice of the Force Majeure Event, and an explanation as to how it prevents or hinders the Party's performance, as soon as reasonably possible after the occurrence of the Force Majeure Event, with the reasonableness of such notice to be determined by the City in its sole discretion. The notice required by this section must be addressed and delivered in accordance with Section 13 of this Agreement.

20. **Headings not Controlling.** Headings and titles used in this Agreement are for reference purposes only, shall not be deemed a part of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement.

21. **Review of Counsel.** The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or Exhibits A, B, and C.

22. **Amendments / Modifications / Extensions.** No amendment, modification, or extension of this Agreement shall be binding upon a party hereto unless set forth in a written instrument, which is executed by an authorized representative of each party.

23. **Entirety of Agreement.** This Agreement, including Exhibits A, B and C, contains the entire understanding and agreement between City and Consultant, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

24. **Counterparts.** This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

25. **Warranty of Services.** Consultant warrants that its services will be of a high quality and conform to generally prevailing industry standards. City must give written notice of any breach of this warranty within thirty (30) days from the date that the services are completed. In such event, at Consultant's option, Consultant shall either (a) use commercially reasonable efforts to re-perform the services in a manner that conforms with the warranty, or (b) refund the fees paid by City to Consultant for the nonconforming services.

26. **Immigration Nationality Act.** Consultant shall verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by City, Consultant shall provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Consultant shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any Consultant employee who is not legally eligible to perform such services. **CONSULTANT SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY CONSULTANT, CONSULTANT'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.** City, upon written notice to Consultant, shall have the right to immediately terminate this Agreement for violations of this provision by Consultant.

27. **Ownership of Work Product.** City shall be the sole and exclusive owner of all reports, work papers, procedures, guides, and documentation, created, published, displayed, and/or produced in conjunction with the services provided under this Agreement (collectively, "Work Product"). Further, City shall be the sole and exclusive owner of all copyright, patent, trademark, trade secret and other proprietary rights in and to the Work Product. Ownership of the Work Product shall inure to the benefit of City from the date of conception, creation or fixation of the Work Product in a tangible medium of expression (whichever occurs first). Each copyrightable aspect of the Work Product shall be considered a "work-made-for-hire" within the meaning of the Copyright Act of 1976, as amended. If and to the extent such Work Product, or any part thereof, is not considered a "work-made-for-hire" within the meaning of the Copyright Act of 1976, as amended, Consultant hereby expressly assigns to City all exclusive right, title and interest in and to the Work Product, and all copies thereof, and in and to the copyright, patent, trademark, trade secret, and all other proprietary rights therein, that City may have or obtain, without further consideration, free from any claim, lien for balance due, or rights of retention thereto on the part of City.

28. **Signature Authority.** The person signing this Agreement hereby warrants that he/she has the legal authority to execute this Agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. This Agreement and any amendment hereto, may be executed by the Managing Partner of Consultant whose name, title and signature is affixed on the Signature Page of this Agreement. Each party is fully entitled to

rely on these warranties and representations in entering into this Agreement or any amendment hereto. Any signature delivered by a party by facsimile or other electronic transmission (including email transmission of a portable document file (pdf) or similar image) shall be deemed to be an original signature hereto.

29. **Change in Company Name or Ownership.** Consultant shall notify City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of Consultant or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to provide the specified documentation so may adversely impact future invoice payments.

30. **No Boycott of Israel.** If Consultant has fewer than 10 employees or this Agreement is for less than \$100,000, this section does not apply. Consultant acknowledges that in accordance with Chapter 2270 of the Texas Government Code, the City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. **By signing this contract, Consultant certifies that Consultant's signature provides written verification to the City that Consultant: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.**

31. **Prohibition on Boycotting Energy Companies.** Consultant acknowledges that, in accordance with Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2, the City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the City with a company with 10 or more full-time employees unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" have the meaning ascribed to those terms by Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2. To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement, Consultant certifies that Consultant's signature provides written verification to the City that Consultant: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement.

32. **Prohibition on Discrimination Against Firearm and Ammunition Industries.** Consultant acknowledges that except as otherwise provided by Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 19, § 1, the City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the City with a company with 10 or more full-time employees unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate," "firearm entity" and "firearm trade association" have the meaning ascribed to those terms by Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 19, § 1. To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement, Consultant certifies that Consultant's signature provides written verification to the City that Consultant: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm




trade association; and (2) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

33. **Electronic Signatures.** This Agreement may be executed by electronic signature, which will be considered as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, “electronic signature” means electronically scanned and transmitted versions (e.g. via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as Adobe Sign.


(signature page follows)

ACCEPTED AND AGREED:

CITY OF FORT WORTH:

<p>By: <u></u> Name: Jessica McEachern Title: Assistant City Manager Date: <u>April 21</u>, 20<u>23</u></p> <p>APPROVAL RECOMMENDED:</p> <p>By: <u></u> <small>Dianna M Giordano (for 12, 2023 07:29 CDT)</small> Name: Dianna Giordano Title: Director of Human Resources</p> <p>ATTEST:</p> <p>By: <u></u> Name: Jannette Goodall Title: City Secretary</p> 	<p>CONTRACT COMPLIANCE MANAGER: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.</p> <p>By: <u></u> Name: Richard Zavala Title: Interim Director of Planning and Data Analytics</p> <p>APPROVED AS TO FORM AND LEGALITY:</p> <p>By: <u></u> Name: Jessika Williams Title: Assistant City Attorney</p> <p>CONTRACT AUTHORIZATION: M&C:</p>
--	--

CONSULTANT: STRATEGIC GOVERNMENT RESOURCES, INC.

<p>By: <u></u> Name: Jennifer Fadden Title: Chief Operating Officer Date: <u>April 11</u>, 20<u>23</u></p>

OFFICIAL RECORD
CITY SECRETARY
FT. WORTH, TX

EXHIBIT A
SCOPE OF SERVICES

Data analytics consulting via Delivery Associates

Scope: Professional services to conduct discovery phase, including systems and data audit, capacity review, current state assessment, user research report & user journey. Data audit, source and stream selection, generating formats and schema in addition to KPI prioritization.

- Discovery/user research for 3 departments for a not to exceed \$52,239

Billing: Half upon project initiation, half upon project completion.

Hourly Rates:

- Director: \$517
- Associate Director: \$451
- Project Leader--Advanced: \$319
- Project Leader--Mid: \$308
- PM Advanced: \$297
- Software Engineer: \$253
- Delivery Leader--Mid: \$231
- Data Scientist Senior: \$231
- Product Associate: \$209
- Data Analyst: \$187

EXHIBIT B
PRICE SCHEDULE

SGR will submit invoices to the City of Fort Worth. **Total compensation under this Agreement will not exceed One Hundred Thousand Dollars (\$100,000.00).**

- 1st invoice – half upon project initiation
- 2nd invoice – second half upon project completion

EXHIBIT C
VERIFICATION OF SIGNATURE AUTHORITY

Strategic Government Resources
P.O. Box 1642
Keller, TX 76244

Execution of this **Signature Verification Form** ("Form") hereby certifies that the following individuals and/or positions have the authority to legally bind Consultant and to execute any agreement, amendment or change order on behalf of Consultant. Such binding authority has been granted by proper order, resolution, ordinance or other authorization of Consultant. City is fully entitled to rely on the warranty and representation set forth in this Form in entering into any agreement or amendment with Consultant. Consultant will submit an updated Form within ten (10) business days if there are any changes to the signatory authority. City is entitled to rely on any current executed Form until it receives a revised Form that has been properly executed by Consultant.

1. Name: Ron Holifield
Position:

CEO

Signature Ron Holifield
Ron Holifield (Apr 21, 2023 08:57 CDT)

2. Name:
Position:

Signature

3. Name:
Position:

Signature

Name:

Jennifer Fadden

Chief Operating Officer

Other Title:

Date: 4/11/23

City of Fort Worth, Texas

Mayor and Council Communication

DATE: 02/14/23 M&C FILE NUMBER: M&C 23-0059

LOG NAME: 03INTERIM STAFFING SERVICES

SUBJECT

(ALL) Authorize Execution of a Contract with Strategic Government Resources, Inc. in an Amount Not to Exceed \$300,000.00 for Interim Staffing Services, Adopt Appropriation Ordinance, and Amend Fiscal Year 2023 Adopted Budget

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the execution of an agreement with Strategic Government Resources, Inc. in an amount not to exceed \$300,000.00 for interim staffing services;
2. Adopt an appropriation ordinance reallocating appropriations in the General Fund by decreasing appropriations in the Non-Departmental Department in the amount of \$300,000.00 and increasing appropriations in the Planning and Data Analytics Department by the same amount; and
3. Amend the Fiscal Year 2023 Adopted Budget.

DISCUSSION:

Strategic Government Resources, Inc. (SGR) is a professional services consulting firm specializing in recruitment and temporary staffing services. The Planning & Data Analytics (P&DA) Department has been under the direction of an interim department head, loaned from the Park and Recreation Department, since July 2022, and has experienced a higher than average vacancy rate. In order to ensure continued functionality of mission critical projects, including the annual update of the comprehensive plan and development of next year's capital and operating budgets, the City will engage the firm to supply a qualified interim director. The contract also allows for the potential for SGR to supply other qualified government professionals in interim capacities that may be necessary during the life of the agreement.

The intent of the agreement is to have an experienced professional serve as the Interim Director of Planning & Data Analytics for a period of less than one (1) year to lead the department during its busiest work period and assist with the transition to a permanent Director of P&DA, to be recruited by SGR under a separate contract.

Funds were appropriated in the FY2023 Annual Operating Budget Non-Departmental category in the General Fund to support the P&DA Department and adopting the appropriation ordinance will effectively transfer funds from the Non-Departmental category to the P&DA Department, with a net effect to the General Fund of \$0.00.

Approval of this M&C will amend the FY2023 Adopted Budget, as approved with Ordinance 25773-09-2022, Section 1, as follows:

General Fund Department	FY2023 Adopted Budget	Budget Amendment	Authority	FY2023 Revised Budget
Non-Departmental	\$26,973,345.00	(\$300,000.00)	This M&C	\$26,673,345
Planning & Data Analytics	\$8,750,328.00	\$300,000.00	This M&C	\$9,050,328.00

Approval of this M&C during the February 14, 2023 meeting will ratify the contractual start date of February 1, 2023. Cancellation of the January 31 meeting precipitated this ratification.

FISCAL INFORMATION / CERTIFICATION:

The Director of Finance certifies that funds are available in the current operating budget, as previously appropriated, in the General Fund to support the approval of the above recommendations. Prior to any expenditure being incurred, the Planning & Data Analytics Department has the responsibility to validate the availability of funds.

Submitted for City Manager's Office by: Reginald Zeno 8517

Originating Business Unit Head: Richard Zavala 5704

Additional Information Contact:

Expedited