

AGREEMENT

THIS AGREEMENT is made and entered into on the _____ day of _____, 2020, by and between Cayler Consulting, LLC (the “Contractor”) and the City of Knoxville, Iowa (the “Client”).

WITNESSETH:

WHEREAS, the Client has requested the assistance of the Contractor in a search for a Police Chief; and

WHEREAS, the Contractor has the knowledge, skills and ability to assist the Client in a search process for this position; and

WHEREAS, the Client desires to utilize the Contractor as an independent contractor to assist with this search and to help evaluate the appropriateness of the candidates for this position;

WHEREAS, the Contractor has specific experience relative to such services and is willing to provide the Client these services, all in accordance with the terms and conditions of this agreement;

NOW, THEREFORE, the Contractor and the Client hereby agree as follows:

1. Agreement and Term

1.1 AGREEMENT. The Client acknowledges that the Contractor, from time to time, provides Services to other cities, counties and other governmental bodies throughout the State of Iowa and that the Client has no expressed or implied ownership of the Services.

1.2 TERM. The term of this agreement will commence on _____, (“Effective Date”) and will end upon completion of the interview process and conditional offer of employment to the selected candidate by the Client. (“Ending Date”) It is anticipated that this will be on or before _____.

2. Services

2.1 DESCRIPTION OF SERVICES. The Services may consist of the following:

- a. Examples of specific services that are available were provided in the response to the Request for Qualifications that was submitted to the City on January 10, 2020.
- b. All services as requested by the Client, and agreed upon by the Contractor, in the search process for the Knoxville Police Chief Position.

3. Client Responsibilities

3.1 CLIENT OBLIGATIONS. In addition to its other obligations hereunder, Client shall during the term of this Agreement:

- a. Cooperate with the contractor by making available, as reasonably requested by the Contractor, management decisions, information, approvals, and acceptances in order that the Contractor may properly accomplish its obligations and responsibilities hereunder.
- c. Provide appropriate interview facilities, equipment and other support materials and services.
- d. Make any hiring decision pursuant to its City Code of Ordinances and the Iowa Code. The Contractor only acts in an advisory capacity and assumes no responsibility for the actual hiring decision.
- e. Pay the cost of all advertising for this position.

4. Payments to Contractor

- 4.1 FEES. The Client agrees to pay the Contractor an hourly rate of one hundred fifty dollars (\$150) per hour for services outlined in Section 2.1. The client shall also reimburse the Contractor all reasonable expenses for meals, mileage, hotels, office supplies, copies, etc. Mileage will be paid at the current IRS rate of \$.575.
- 4.2 TIME OF PAYMENT. All fees and expenses shall be due and payable by the Client to the Contractor within 30 days of billing. Billing will take place at the end of each month during the project, with the final bill being submitted at the conclusion.
- 4.3 TERMINATION. The Client may terminate this Agreement at any time. In the case of termination, Client will pay the Contractor for all services that have already been performed or provided, plus all expenses incurred to that point, not to exceed the figures listed in 4.1 above.

5. Limitation of Liability

5.1 LIMITATION OF LIABILITY. In the event the Contractor may be held liable to Client for any matter arising out of or in any way relating to this Agreement, whether based on an action or claim in contract, tort, or otherwise, then the amount of damages recoverable against the Contractor shall not exceed the amount paid by Client to the Contractor in the prior twelve-month period for the specific Service which is the subject of the action or claim. The Contractor shall not be liable for indirect, special, consequential, or punitive damages of any party, including third parties. Further, no cause of action which accrued more than two (2) years prior to the filing of a suit alleging such cause of action may be asserted against the Contractor.

5.2 INDEMNITY AGREEMENT. The Client has requested the services of the Contractor in assisting with the search and hiring process for the position of Police Chief. The Contractor will provide these services in an advisory capacity only. Any hiring decisions will ultimately rest with the person designated as the appointing authority for this position by the Code of Iowa and/or the City Code of the Client.

The Client, which is requesting the services of the Contractor, agrees to hold harmless the Contractor, and all of its officers, agents and employees, and further agrees to defend them against any claims arising out of their involvement in this search/hiring process. It is further agreed that the Client will indemnify the Contractor and all officers, agents and employees of the Contractor, if any of them should suffer any loss in connection with their involvement in the hiring process for this position.

6. Miscellaneous

6.1 BINDING NATURE AND ASSIGNMENT. This Agreement shall be binding on the parties hereto and their respective successors and assigns, but neither party may, or shall have the power to, assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

6.2 NOTICES. Wherever under this Agreement one party is required or permitted to give notice to the other, such notice shall be deemed given when delivered in hand, or when mailed by U.S. mail, registered or certified, return receipt requested, postage prepaid, and addressed as follows:

In the case of the Contractor:

Cayler Consulting, LLC
Jeff Cayler
1326 Amy Ave.
Carroll, IA 51401

In the case of Client:

6.3 HEADINGS. The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

6.4 RELATIONSHIP OF PARTIES. The Contractor, in furnishing Services to Client hereunder, is acting only as an independent contractor. The Contractor does not undertake by this Agreement or otherwise to perform any obligation of Client, whether regulatory or contractual, or to assume any responsibility for Client business or operations. The Contractor has the sole right and obligation to supervise, manage, contract, direct, procure, and perform or cause to be performed all work by the Contractor hereunder, unless otherwise provided herein.

6.5 APPROVALS AND SIMILAR ACTIONS. Where agreement, approval, acceptance, consent, or similar action by either party hereto is required by any provision of the Agreement, such action shall not be unreasonably delayed or withheld.

6.6 FORCE MAJEURE. Each party hereto shall be excused from performance hereunder for any period and to the extent that it is prevented from performing Services pursuant hereto, in whole or in part, as a result of delays caused by the other party or an act of God, war, civil disturbance, court order, labor dispute, weather conditions, third party nonperformance, or other cause beyond its reasonable control and which it could not have prevented by reasonable precautions, including failures or fluctuation in electrical power, heat, light, air conditioning, or telecommunications equipment, and such nonperformance shall not be a default hereunder or a ground for termination hereof.

6.7 SEVERABILITY. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is illegal, unenforceable, or void.

6.8 WAIVER. No delay or omission by either party hereto to exercise any right or power hereunder shall impair such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant herein contained.

6.9 AMENDMENTS. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which such amendment, change, waiver, or discharge is sought to be enforced.

6.10 ENTIRE AGREEMENT. This Agreement, including and Schedules referred to herein and attached hereto, each of which is incorporated herein for all purposes, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and there are no representations, understanding, or agreements relative hereto which are not fully expressed herein.

6.11 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Contractor and Client each caused this Agreement to be signed and delivered by its duly authorized officer, all as of the date first set forth above.

Cayler Consulting, LLC

By: _____

Title: _____

City of Knoxville, Iowa

By: _____

Title: _____