

TOWN OF BOWLING GREEN FINANCIAL CONSULTING SERVICES AGREEMENT

This Contract is entered into this ____ day of ____ 2026, by and between the Town of Bowling Green, Virginia, ("Town"), and CyM, LLC d/b/a Tomeka C. Morgan ("Contractor") for services identified herein, on the following terms and conditions.

1. Provision of Services.

The Contractor hereby agrees to provide general financial consulting services, including but not limited to pre-audit services for Fiscal Years 2026-2028, audit preparation and support, financial analysis, reconciliation, reporting, assistance with internal controls, compliance, and financial processes, and other related financial advisory services as may be agreed upon in writing by the Parties. Contractor may also provide advisory services related to budgeting, grants financing, capital planning, financial forecasting, and strategic financial initiatives as requested by the Town.

Services may be performed remotely and on-site as requested by Town staff.

2. Term.

The Parties understand that time is of the essence for the performance of the Services. The term of this Agreement (the "Term") will begin on Monday, August 10, 2026, and shall continue for two (2) years, ending August 10, 2028, unless terminated earlier. This Agreement may be renewed for two (2) additional one-year terms upon mutual written agreement of the parties.

In the event of such renewals, the compensation rates set forth in this Agreement shall be subject to an escalation of ten percent (10%) for each renewal term, applicable in Year 3 and Year 4, unless otherwise agreed to in writing by the parties.

3. Fees and Costs.

The Town agrees to pay Contractor \$175.00 USD per hour (the "Compensation") for performance of the Services, including travel time (65 minutes each way) and to provide mileage reimbursement at the IRS standard mileage rate in effect as of the date of the work (currently \$0.7250 per mile). In the event the Town requests and Contractor agrees to serve in an "interim" Town Treasurer or Finance Director capacity, then the Town agrees to pay Contractor a rate of \$200.00 USD per hour for a time period not exceeding 120 days unless otherwise agreed to by the parties in writing.

The Contractor will invoice the Town every month for services and mileage. Payment of invoices shall be within 30 days of receipt. Invoices outstanding for over 30 days will incur a two percent (2%) per month late payment penalty and will be assessed on the following month's invoice.

4. Termination for Convenience

Either party may terminate this Contract, at any time by providing at least 30 days written notice if practicable under the circumstances and unless such notice is waived by the other part. Such termination may be authorized by the Town Manager on behalf of the Town and by Tomeka C. Morgan on behalf of Contractor.

Except in cases involving fraud, misconduct, or material breach by Contractor, the Town shall provide Contractor with not less than thirty (30) days' written notice prior to the effective date of termination.

In the event of termination, the Town shall pay the Contractor for all services properly performed and invoiced up to the effective date of termination, including approved work in progress reasonably necessary to transition services.

5. Termination for Default

Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

6. Examination of Records.

(a) The Contractor agrees that the Town, or any duly authorized representative, shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the Town or any duly authorized representative shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation, or claims shall have been finally disposed of.

7. Assignability of Contract.

Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of the Town Manager.

8. Modifications or Changes to this Contract.

(a) Any modification or change to this Agreement must be set forth in a written Addendum to this Agreement and signed by authorized representatives of both parties.

(b). The parties hereto may, from time to time, propose changes in the scope of services. Such changes must be mutually agreed upon by the parties in writing, signed by the authorized representatives of both parties.

9. Miscellaneous Provisions.

(a) Protection of Confidential Information. Contractor agrees that at all times during or subsequent to the performance of the Services, Contractor will keep confidential and not divulge, communicate, or use Town's Information, except for Contractor's own use during the Term of this Agreement to the extent necessary to perform the Services. Contractor further agrees not to cause the transmission, removal or transport of tangible embodiments of, or electronic files containing, Town's Information from Town's principal place of business, without prior written approval of Town.

(b) Liability. The Town shall not be liable for injury or death occurring to Contractor or any of its employees or other assistants in the course of performing this Agreement unless the harm or death is caused by the Town's gross negligence.

(c) Hold Harmless. Contractor hereby indemnifies and holds harmless the Town, its subsidiaries, and affiliates, and their officers and employees, from any damages, claims, liabilities, and costs, including reasonable attorney's fees, or losses of any kind or nature whatsoever ("Loss") which may in any way arise from the Services performed by Contractor hereunder, the work of employees of Contractor while performing the Services of Contractor hereunder, or any breach or alleged breach by Contractor of this Agreement, including the warranties set forth herein, when such actions arise from negligence or willful misconduct on the part of the contractor. The Town shall retain control over the defense of, and any resolution or settlement relating to, such Loss. Contractor will cooperate with the Town and provide reasonable assistance in defending any such claim.

(d) Taxes. The Town shall not be liable for taxes, Worker's Compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of Contractor or any other person consulted or employed by Contractor in performing Services under this Agreement. All such costs shall be Contractor's responsibility.

10. Disputes.

Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment to the Contractor. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or the beginning of the work upon which the claim will be based. Contractual claims shall be addressed to the Purchasing Agent and shall clearly designate the correspondence as a contractual claim, the contract to which it is referring, and the basis for the claim. The Town Manager or his designee shall respond in writing to the Contractor with his final decision within 90 days of the claim's submission. The written decision of the Town Manager or his designee shall be final and conclusive unless the Contractor appeals within six months of the date of the decision by instituting legal action as specified in §2.2-4364 of the Code of Virginia.

This Agreement has been and shall be construed as having been made and delivered in the Commonwealth of Virginia and shall be governed by laws of the Commonwealth of Virginia, both as to interpretation and performance.

Any action of law, suit of equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in a court of competent jurisdiction in the Town of Bowling Green, Virginia.

11. Nondiscrimination.

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

12. Drug Free Workplace.

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the above clauses in every contract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. "Drug-free workplace" means a site for the performance of work done in connection with this contract and at which employees are subject to the prohibitions in (ii) above.

13. Social Security or Employer Identification Number.

Prior to any payment being made by the Town under the Contract, the Contractor shall provide the Town his or her social security number (if an individual) or the federal employer identification number (if a proprietorship, partnership or corporation).

14. Integration Clause and Prior Contract.

This Contract shall constitute the whole agreement between the parties from the date of August 10, 2026 forward. There are no promises, terms, conditions, or obligations relating to work performed after that date other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto after that date.

All work done by Contractor through the date of August 9, 2026 shall be billed under the terms of the prior contract, and its addendum ("Prior Contract", that was negotiated between the parties, save that work related to Fiscal Year 2026 that occurred on or before May 10, 2026 shall also be permitted and billed under the rate that was established in the Prior Contract.

15. Legal Status

All individuals performing work pursuant to this contract must be U.S. citizens or possess documents that allow them to be employed and work in the United States.

16. Faith-Based Provisions.

The Town does not discriminate against faith-based organizations. For the purpose of this section, "faith-based organization" means a religious organization that is or applies to be a Contractor to provide goods and services for programs funded by the

block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

17. Town Ownership of Contract Product.

Reports and documents, including those in electronic form, prepared by the Contractor are Instruments of Service. The Contractor shall be deemed the author and owner of the instruments until such time as payment is made therefore, at which time the Town shall become the owner of the Instruments of Service. The Owner, upon completion or termination of this Contract, shall have full and exclusive rights to use the Instruments of Service in any manner not inconsistent with state law. The Contractor shall not use the Instruments of Service on any other work or release information about the Instruments of Service without the express written consent of the Town.

Town of Bowling Green, Virginia

CyM, LLC d/b/a Tomeka C. Morgan

By : _____
India Adams-Jacobs, Town Manager

By: _____
Tomeka C. Morgan

Approved as to form:



Jeff Gore, Town Attorney