

**AGREEMENT BETWEEN THE CITY OF INDEPENDENCE
AND MCGRATH HUMAN RESOURCES GROUP FOR A
COMPENSATION AND CLASSIFICATION STUDY**

THIS AGREEMENT made the by and between McGrath Human Resources, hereinafter called the Consultant, and the City of Independence, IA hereinafter called the City. (Consultant and City at times referred to as Parties, or individually as Party)

WHEREAS, the Consultant submitted a proposal, dated November 2025 to the City to conduct a compensation and classification survey for City.

WHEREAS, the City selected the Consultant to perform this study.

NOW, THEREFORE, the Parties (the City and the Consultant) do mutually agree to the following ("Agreement"):

The City shall engage the Consultant to perform the work described in its proposal of November referred to as the Project, which is incorporated herein by reference, and adopted as part hereof as if fully set forth verbatim herein.

The Project shall be undertaken and completed in such sequence as to assure the most expeditious completion and to best carry out the purposes of this Agreement.

The Consultant agrees to complete the Project in an agreed upon timeline for a total estimated cost of \$37,344 in consultation fees and expenses.

The City agrees to pay the Consultant for work on the Project and expenses incurred, as the performance of such work is demonstrated by submission of an invoice for \$4,000 upon receipt of the signed contract; \$10,069 upon submission of the draft report; \$4,000 upon submission of the draft report, and the balance of \$3,000 upon submission of the final report. Travel expenses will be billed separately and not to exceed \$5,000.

Job description project will be billed \$2,000 at the start of the project, and the balance based on actual number of job descriptions developed at \$205 per job title. Total estimated cost based on 55 job titles \$11,275.

The City shall remit payment within 30 days of receipt of said billing. In consideration of this Agreement, the City agrees to:

- Assure reasonable access to the members of the organization, i.e., City Manager, selected supervisors, and other appropriate employees.
- Afford prompt decisions on matters affecting the progress of the work.

GENERAL CONSIDERATIONS

1. **City Ownership and Proprietary Information:** The Parties expressly agree that all data, documents, records, studies, or other information generated, created, found or otherwise completed by Consultant in the performance of Consultant's duties under the terms of this contract shall at all times remain the proprietary information of and under the ownership of the City. All data, documents, records, studies, or other information generated, referred to above, with the exception of the market raw data (which is deemed proprietary information), shall be provided to the City by Consultant upon request so long as the City is not in default under other terms of this Agreement.
2. **Nondiscrimination:** In consideration of the signing of this Agreement, the Parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, or national origin with reference to the performance of this Agreement.
3. **Successors and Assigns:** The City and the Consultant each bind the other and assigns, in all respects, to all of the terms, conditions, covenants, and provisions of this Agreement, and any assignment or transfer by the Consultant of it interest in this Agreement without the prior written consent of the City shall be void.
4. **Compliance with Law:** The Consultant will comply with any and all applicable federal, state, and local laws as the same exist and may be amended from time to time.
5. **Indemnification Clause:** For purposes of this section, work performed is described as the preparation of studies and recommendations pertaining to the scope of services contained in this Agreement, as presented to the City for review and approval. Notwithstanding anything herein to the contrary, to the maximum extent permitted by law, the Consultant shall not be liable for consequential damages or for actions resulting from working as an agent of the City in performance of this study.
7. **Confidential Information:** Any confidential information provided to or developed by the Consultant in the performance of the agreement shall be kept confidential and not made available to any individual or organization by the Consultant without the prior written approval and consent of the City.
8. **Independent Contractors:** The Consultant and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. Nothing herein shall be construed as incurring for the City any liability for Worker's Compensation, FICA, withholding tax, unemployment compensation, or any other payment, which would be required to be paid by the City if the City and the Consultant were standing in an employer/employee relationship, and the Consultant hereby agrees to assume and pay all such liabilities.

9. General Terms and Provision:

- a. "Notices and Demands" Whenever this Agreement requires or permits any notice or written request by one Party to another, it shall be deemed to have been properly given if and when delivered in person or three (3) business days after having been deposited in any U.S. Postal Service and sent by regular or certified mail, postage prepaid, addressed as follows:

If to Consultant:

McGrath Consulting Group, Inc., DBA McGrath Human Resources Group
Attn: Dr. Victoria McGrath, CEO
Jamestown, TN

If to City:

City of Independence
Attn: Matthew R. Schmitz, MPA, City Manager / CAO
Independence, IA

or at such other address with respect to either Party as that Party may, from time to time designate in writing and provide to the other Party.

- b. "Binding Effect" This Agreement shall be binding upon and shall inure to the benefit of City and Consultant and their respective successors and assigns.
- c. "Execution By Scanning or Electronic Signature" The Parties agree that this Agreement may be transmitted between them by scanning or electronic signature. The Parties intend that the scanned or electronic signatures constitute original signatures and that such scanned or electronically signed Agreement containing the signatures (original, scanned, or e-signed) of all the Parties is binding on the Parties.
- d. "Responsibilities" Subject to the terms of this Agreement, Consultant will be solely responsible for completing all work on the Project. Neither Party will be considered an agent of the other for purposes of this Project, and each will hold harmless and indemnify the other for any damages suffered by any person or entity as a result of its own or its agents' acts or failures to act in performance of its obligations under this Agreement.
- e. "Assignment of Agreement" The Consultant may not assign, transfer or convey in whole or in part this Agreement, without the consent of the City, which will be given/determined in the sole discretion of the City Council.
- f. "Amendments" No change, modification, or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by the Parties.
- g. "Entire Agreement" This Agreement contains the entire understanding between the City and the Consultant with respect to the Project.
- h. "Laws Ordinances and Regulations" Consultant shall comply with all laws, rules and regulations relating to its business, other than laws, rules and regulations the failure to comply with which or the sanctions and penalties

resulting therefrom, would not have a material adverse effect on the business, property, operations, financial or otherwise, of Consultant.

- i. "Governing Law / Jurisdiction" This Agreement shall be governed by Iowa law with jurisdiction in the Buchanan County District Court.
- j. "Non-Discrimination" In carrying out the Project, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age or disability.
- k. "Conflict of Interest" Consultant agrees that no member, officer or employee of City, or its designees or agents, nor any consultant or member of the governing body of City, and no other public official of City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of this Project at any time during or after such person's tenure. In connection with this obligation, Consultant shall have the right to rely upon the representations of any party with whom it does business and shall not be obligated to perform any further examination into such party's background.
- l. "Construction" Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender according to the context. The captions preceding the Sections are inserted only as a matter of convenience and for reference purposes and should not be considered substantive or relied upon in interpreting any provision of this Agreement. This Agreement shall be considered to have been jointly drafted by the Parties.
- m. "Captions" The captions preceding the Sections are inserted only as a matter of convenience and for reference purposes and should not be considered substantive or relied upon in interpreting any provision of this Agreement
- n. "Severability" If any part, term or provision of this Agreement is held to be illegal, in conflict with any law or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the illegal or invalid part, term, or provision.
- o. "Acknowledgement" The Parties, by signing this Agreement, acknowledge having carefully read the same, having had an opportunity to consult with counsel concerning the legal effect of this Agreement and its various terms and conditions, and have signed the Agreement voluntarily and without duress or coercion.

10. Events of Default and Remedies:

- a. "Events of Default Defined" The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:
 - i. Failure by either Party to substantially observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.
- b. "Remedies on Default" Whenever any Event of Default is alleged to have occurred, the Party alleging the default may take any one or more of the following actions after giving written notice to the other Party of the alleged Default, but only if the alleged Default has not been cured within twenty (20) days following such notice, or if the Default cannot be cured within twenty (20) days and the Party alleged to be in default does not provide adequate assurances found acceptable to non-defaulting Party that the Event of Default will be cured as soon as reasonably possible thereafter:
 - i. The non-defaulting may in its sole discretion choose to cancel and terminate this Agreement, or pursue any legal remedies available under applicable law; and
- c. "No Remedy Exclusive" No remedy herein conferred upon or reserved to either Party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. Should either Party have to take legal action to enforce any term of this Agreement, the Party found to be in violation of this Agreement shall be liable for the other Party's legal expenses and costs.
- d. "No Implied Waiver" In the event any agreement contained in this Agreement should be breached by any Party and thereafter waived by any other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

SIGNATURE PAGE TO FOLLOW

The Parties have executed this Agreement on the dates shown below.

Approved By:

By:



City of Independence, IA

Victoria McGrath, CEO
McGrath Human Resources Group

Date

Date