

McCann Consulting
SUPPORT SERVICES AGREEMENT

This Agreement is made effective as of _____ by and between McCann Consulting, (Consultant), and _____ (Client). Consultant has a background in Government Financial Management, and OpenGov software, and is willing to provide services to Client based on this background. Client desires to have services provided by Consultant, Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning October 5, 2022, Consultant will provide the following services (collectively, the "Services"):
 - a. Consultant will assist Client with completion of the 2023 budget process as outlined in Client's 2023 Budget Schedule, in coordination with OpenGov and Client staff.
 - i. Consultant will support the development of the 2023 Budget Book in coordination with OpenGov Professional Services as needed including report development, text entry, and formatting.
 - ii. Consultant will support the 2022 projections update process and assist as needed with data collection and budget data entry.
 - iii. Consultant will be available for one hundred (100) hours of direct services in 2022 Quarter 4.
 - b. On an on-going monthly basis Consultant will provide services in cooperation with Client to include:
 - i. Improving and refining current OpenGov reporting, including variance and performance reporting and user dashboards as desired by Client.
 - ii. Assist with preparations for and operation of the 2024 budget cycle.
 - iii. Managing data stored on the OpenGov reporting and budget platform.
 - iv. Consultant will be available each month for eight (8) hours of services October 2022 through September 2023.
 - c. Consultant will be reasonably available for phone calls, email communications and Zoom conferences with the Client.
2. PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific hours to be worked by Consultant shall be mutually agreed upon by Consultant and Client. Client will rely on Consultant not to exceed the service hours specified in this Agreement, without the Client's prior authorization. Consultant will make every effort, as may be reasonably necessary, remotely to fulfill Consultant's obligations under this Agreement.
3. RETAINER/PAYMENT.
 - a. Client will pay a retainer to Consultant in the amount of _____ dollars (\$_____) for 100 hours of direct services outlined above in section 1.a.

- b. Client will pay a retainer to Consultant for the Services in the amount of _____ dollars (\$ _____) per month, (\$ _____) per annum for eight hours per month in on-going direct services outlined above in section 1.b.
 - c. Fees shall be payable in advance upon contract signing.
- 4. TERM/TERMINATION.
 - a. Term. This Agreement shall terminate on the earlier of (i) after twelve (12) consecutive months or (ii) when agreed upon by both parties; or (iii) as provided in Section 4(b).
 - b. Termination. Client may terminate this Agreement immediately and without prior notice if Consultant stops performing the Services, is unable to perform the Services, or is in breach of any material provision of this Agreement.
 - c. Survival of Certain Provisions. The following sections of this Agreement shall survive termination or expiration of this Agreement in accordance with their terms: Section 5 (Relationship of the Parties) Section 6 (Conflicting Obligations).
- 5. RELATIONSHIP OF PARTIES. It is understood by the parties that Consultant is an independent contractor with respect to Client, and not an employee of Client. Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Consultant.
- 6. CONFLICTING OBLIGATIONS. Consultant represents and warrants that Consultant has no agreements (including agreements with "non-compete" or "non-solicit" provisions), relationships, or commitments to any other person or entity that conflict with the provisions of this Agreement, Consultant's obligations to Client under this Agreement, and/or Consultant's ability to perform the Services. Consultant will not enter into any such conflicting agreement during the term of this Agreement. In light of the unique and specialized nature of Consultant's Services, Consultant shall not have the right to subcontract the performance of any Services.
- 7. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
- 8. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
- 9. SEVERABILITY, If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 10. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

The parties have executed this Agreement as of: _____

Consultant: James Michael McCann _____ Dated _____

Client: _____ Dated _____