



**NOTICE AND AGENDA
CITY COUNCIL
MONDAY, MAY 8, 2023, 7:00 P.M.
SPECIAL CALLED CITY COUNCIL MEETING**

Notice is hereby given that the City Council of the City of Glenn Heights, Texas will hold a Special Called City Council Meeting on Monday, May 8, 2023, beginning at 7:00 P.M., in the City Hall, City Council Chambers, located at 1938-C South Hampton Road, Glenn Heights, Texas, 75154, as prescribed by Vernon's Texas Civil Statutes, Government Code Section §551.041, to consider and possibly take action on the following agenda items. Items do not have to be taken in the same order as shown in this meeting Notice and Agenda.

This Notice and Meeting Agenda, and the Agenda Packet, are posted online at <https://www.glennheightstx.gov/129/Agendas-Minutes>.

This City Council Meeting will be live streamed at <https://www.glennheightstx.gov/229/City-Council-Meeting-Videos>.

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

AGENDA

1. Receive and accept David A. Hall's Resignation as City Manager. (David A. Hall, City Manager)

EXECUTIVE SESSION

1. The City Council shall convene into Executive Session:
 - A. pursuant to Government Code, Section 551.074, Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: Interim City Manager.
2. The City Council shall reconvene into Open Session and take any action arising from Executive Session:
 - A. pursuant to Government Code, Section 551.074, Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: Interim City Manager.

AGENDA

2. Discuss and take action on Resolution R-07-23, a Resolution of the City Council of the City of Glenn Heights, Texas, appointing an Interim City Manager and authorizing the Mayor to execute an Interim City Manager Employment Agreement; and providing an effective date. (Mayor Sonja A. Brown)
3. Discuss and take action on Resolution R-08-23, a Resolution of the City Council of the City of Glenn Heights, Texas, appointing David A. Hall to serve as City Manager Emeritus; and providing an effective date. (Mayor Sonja A. Brown)
4. Discuss and take action on Resolution R-09-23, a Resolution of the City Council of the City of Glenn Heights, Texas, approving a Consulting Services Agreement with David A. Hall and authorizing the Mayor to execute said agreement; and providing an effective date. (Mayor Sonja A. Brown)

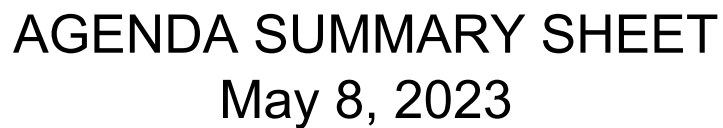
ADJOURNMENT

In accordance with the Americans with Disabilities Act, if you are a person with a disability and require information or materials in an appropriate alternative format; or if you require any other accommodations, please contact the City Secretary at least 48 hours in advance of the event at 972-223-1690 ext. 125 or email brandi.brown@glennheightstx.gov. Advance notification within this guideline will enable the City to make reasonable arrangements to ensure accessibility.

I, Brandi Brown, City Secretary, do hereby certify that the above Meeting Notice and Agenda was posted in a place convenient to the Public at Glenn Heights City Hall, 1938-C South Hampton Road, Glenn Heights, Texas by 5:00 P.M. on Friday, May 5, 2023.

Pursuant to Section 551.071 of the Texas Government Code, the City Council reserves the right to consult in closed session with its attorney at any time during the course of this meeting and to receive legal advice regarding any item listed on this agenda.

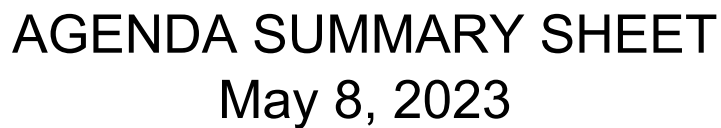
Brandi Brown, City Secretary



Receive and accept David A. Hall's Resignation as City Manager. (David A. Hall, City Manager)

[illegible]

[illegible]



Discuss and take action on Resolution R-07-23, a Resolution of the City Council of the City of Glenn Heights, Texas, appointing an Interim City Manager and authorizing the Mayor to execute an Interim City Manager Employment Agreement; and providing an effective date. (Mayor Sonja A. Brown)

[illegible]

CITY OF GLENN HEIGHTS, TEXAS

RESOLUTION NO. R-07-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, APPOINTING AN INTERIM CITY MANAGER AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERIM CITY MANAGER EMPLOYMENT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, current City Manager David A. Hall has tendered his resignation effective June 3, 2023; and

WHEREAS, the City Council will be conducting an executive search for a new city manager; and

WHEREAS, the City Council desires to appoint an interim city manager.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, THAT:

SECTION 1. The City Council hereby appoints _____ to serve as the Interim City Manager for the City of Glenn Heights beginning on May 8, 2023, and hereby further approves and authorizes the Mayor to execute, on behalf of the City, the Interim City Manager Employment Agreement in substantially the form attached hereto and incorporated herein by this reference as Exhibit "A".

SECTION 2. This Resolution shall become effective immediately upon passage.

PASSED AND APPROVED THIS 8th DAY OF MAY 2023.

APPROVED:

Sonja A. Brown, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(042523VWTtm134727))

Exhibit A

[Interim City Manager Employment Agreement]

**CITY OF GLENN HEIGHTS, TEXAS
INTERIM CITY MANAGER EMPLOYMENT AGREEMENT**

**THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF DALLAS §**

This Interim City Manager Employment Agreement (“Agreement”) is made and entered into on the date set forth, by and between the City of Glenn Heights, Texas, a Texas municipal corporation (“City”) and _____ (“Employee”), both of whom agree as follows:

**I.
Term**

Employee shall serve as Interim City Manager commencing on May 8th, 2023, (“Effective Date”) and continuing until this Agreement is terminated in accordance with the terms herein. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of the Employee at any time, with or without cause subject to the terms of this Agreement.

**II.
Duties and Authority**

2.1. City agrees to employ Employee as Interim City Manager to perform the functions and duties specified in City Charter, ordinances, resolutions, rules and policies of the City and to perform other legally permissible and proper duties and functions as the Council shall from time to time legally assign.

2.2. Employee is the chief executive officer of the City and shall faithfully perform the duties of the City Manager of the City as prescribed in the job description, as set forth in the City Charter and ordinances; and, as may be lawfully assigned by the City, and shall comply with all lawful Council directives, state and federal law, City ordinances, resolutions, rules, and policies as they exist or may hereinafter be amended or enacted.

2.3. Employee shall perform the duties of the City Manager of the City with reasonable care, diligence, skill and expertise. Employee agrees to remain in the exclusive employ of the City, and neither to accept other employment nor to become employed by any other City, corporation, or person. The term “employed” shall not be construed to include occasional teaching, writing, consulting or mediation performed on Employee’s time off or compensatory time off.

III. Compensation

3.1. City agrees to pay Employee an annual base salary of one hundred, seventy thousand and no/100 dollars (\$170,000.00), payable in installments at the same time that other management employees of the City are paid during the Term of this Agreement for his services as Interim City Manager, payable in installments at the same time that the other management employees of the City are paid. Employee shall be an Exempt Employee as that term is defined in the Fair Labor Standards Act.

3.2. Should the City Council adopt a cost of living or market adjustment increase for all City employees, the City Council shall increase Employee's base salary in the same proportion as the highest level cost of living or market adjustment increase provided to City department heads. Any increase in base salary under this Agreement will be reflected in the first pay period following the date of the City Council's official action to increase the base salary or as otherwise directed by the City Council.

3.3 In addition, City may increase the salary and other benefits of the Employee dependent upon the results of any performance evaluation conducted. Increased compensation can be in the form of a salary increase and/or an increase in benefits as authorized by action of the City Council.

3.4. Except as otherwise provided in this Agreement, Employee shall be entitled to the highest level of benefits that are enjoyed by the other employees, department heads or general employees of the City as provided by the policies of the Council, City's Charter, City's ordinances, or City's personnel rules and regulations.

IV. Insurance Benefits

4.1 City agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for Employee and, to the extent available for all other employees of the City, to make available to Employee similar types of coverage for dependents of Employee, the premium for which, if any such coverage is elected by Employee, shall be paid by Employee.

4.2 City agrees to put into force and to make required premium payments for long term disability coverage for Employee through the City's insurance carrier equal to that which is provided to all other employees of the City.

4.3 City shall pay the premium due for a term life insurance policy in an amount equal to that which is provided to all other employees of the City.

V. Employee Leave

5.1. Throughout the Term of this agreement Employee shall continue to accrue vacation and sick leave in accordance with the City's Personnel Policies applicable for all employees of the City.

5.2. Upon termination of this Agreement (except for termination occurring pursuant to Section 9.1(e) of this Agreement) and/or Employee's resignation, Employee shall be compensated for the value of all accrued but unused vacation leave to date at the then current rate of pay on the date of termination and/or resignation subject to the terms of this Agreement. Employee shall be compensated for any accrued but unused sick leave upon termination or resignation on the same basis as all other City employees.

VI.

City Vehicle, Computer and Telephone Equipment

6.1. To facilitate Employee's ability to carry out the duties of the City Manager, the City will provide Employee a City-owned motor vehicle for Employee's use in carrying out the duties of the City Manager. Employee shall use a City-issued credit card, for use only with the motor vehicle provided for Employee's use, for all fuel and maintenance charges relating to the City-owned vehicle unless otherwise provided by the City Council. Employee will not be reimbursed for mileage. Employee shall not use the vehicle for personal purposes except as the same may be incidental or convenient to its use in connection with Employee's duties as City Manager.

6.2. The City will provide Employee a City-issued (1) mobile telephone/communication device including an approved voice, cell, and data service plan for that device, (2) laptop computer, and (3) a tablet, all for the full and unrestricted use of the Employee.

VII.

Retirement

7.1. City agrees to continue to make the appropriate retirement contributions on Employee's behalf, under the same terms and conditions as provided for other employees.

VIII.

General Business Expenses

8.1. City agrees to budget for and to pay for reasonable professional dues and subscriptions of Employee. City may, at its sole discretion, pay for Employee's participation in national, regional, state, and local associations, and organizations necessary and desirable for Employee's continued professional participation, growth, and advancement, and for the good of the City.

8.2. City agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for professional and official travel, meetings and occasions necessary to adequately continue the professional development of Employee and to pursue necessary official functions for City, including participation by Employee in local, state, regional, and national professional

associations and participation in conferences, short courses, seminars and institutes that are necessary for professional development and for the good of the City.

8.3. City recognizes that certain reasonable expenses of a non-personal but job related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses subject to City Council approval. The finance director is authorized to disburse such moneys upon receipt of duly executed expense reports reviewed and authorized for reimbursement by City Council.

8.4. City acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, City shall pay for the reasonable membership fees and/or dues authorized for reimbursement by City Council to enable the Employee to become an active member in local civic clubs or organizations.

IX. Termination

9.1. The parties acknowledge that this Agreement establishes an employment relationship that is employment-at-will, subject to the terms and conditions of this Agreement. For the purpose of this agreement, termination shall occur when:

- a. The majority of the governing body votes to terminate the Employee;
- b. The City, its citizens or legislature acts to amend any provisions of the charter pertaining to the role, powers, duties, authority, responsibilities of Employee's position that substantially changes the form of government and Employee, at his option, has declared that such amendments constitute termination.
- c. In the event of an uncured breach of this Agreement. In the event that one of the parties deems that there has been a breach of this Agreement, that party shall provide written notice to the other party in accordance with Article XX and the other party shall have 30 days to cure any such alleged breach.
- d. The City hires a permanent City Manager to replace Employee and Employee assumes another position within the City. In this event, termination of this Agreement shall occur on the effective date designated in the permanent City Manager's employment agreement with the City. Subsequent resignation of a permanent City Manager and/or termination of the City's employment agreement with a permanent City Manager will not affect the termination of this Agreement that occurs under this Section 9.1(d).

X. Reappointment to Previous Position and Severance Pay

10.1. City may, at its sole discretion, advertise the position of City Manager for the City, solicit candidates and hire a permanent City Manager during the Term of this Agreement. Employee shall be entitled to apply for the position of City Manager should the City open the position to candidates.

10.2. If City hires a permanent City Manager to replace Employee, Employee shall assume the previous position held in the organization at the time of appointment as Interim City manager or an equivalent position existing in the City's organizational chart and resume all the duties of that position on the effective date designated in the permanent City Manager's employment agreement with the City. The position previously held in the organization by the Employee shall not be permanently filled during the Term of this Agreement.

10.3. In the event Employee is terminated by a permanent City Manager within twelve (12) months of the termination of this Agreement, City shall provide a severance payment equal to six (6) months salary at Employee's then current rate of pay. This severance shall be paid in a lump sum on or before thirty (30) days from the last date of Employee's employment with the City unless otherwise agreed to by City and Employee. No severance payment shall be paid to Employee if Employee resigns or is terminated for Just Cause as provided in Section 10.4 herein.

10.4. In the event Employee voluntarily resigns or is terminated for "Just Cause", regardless of whether the Employee holds the position of Interim City Manager or has taken another position in the City upon the appointment of a permanent City Manager, then City's only obligation to Employee is to pay all accrued vacation leave at the date of termination in accordance with the City's Personnel Policies. City shall not be obligated to pay any severance or any other benefits as provided by this Article X. "Just Cause" is defined and hereby limited for purposes of this Agreement to the following reasons: (1) failure to perform the duties of City Manager or Interim City Manager as determined by a majority of the City Council; (2) willful neglect of duty; (3) repeated or prolonged unexcused absences from Employee's job; (4) conviction of a felony offense, or conviction of other crimes involving moral turpitude; (5) incompetency or malfeasance in performance of Employee's duties; (6) violation of any City policy, rule, and/or ordinance; or (7) termination occurs pursuant to Article IX 9.1(c); and, the material uncured breach is that of Employee. As used herein, "incompetency" shall mean gross ignorance of official duties, gross carelessness in the discharge of official duties, or inability or unfitness to promptly and properly discharge duties because of a serious mental or physical defect unknown by City on the effective date of this Agreement.

10.5. City shall each year determine the value of benefits provided by this Article and shall budget each year sufficient funds in its annual budget to pay for the benefits provided herein.

XI. Resignation

In the event that Employee voluntarily resigns his position with City, Employee shall provide a minimum of 30 days notice unless the parties agree otherwise.

XII. Performance Evaluation

12.1. The City Council and Employee may develop a set of goals and objectives for Employee. If approved by a majority of the City Council, the goals and objectives will constitute the work plan upon which Employee's performance evaluation may be based. The elements of this work plan should track closely the goals and objectives set forth for the City Administration generally as an adjunct to or a part of City's annual budget plan.

12.2. The City Council shall conduct, at least annually and more frequently at the discretion of a majority of the City Council, an annual combined performance and salary evaluation of Employee. The result of any such evaluation shall be reduced to writing and a copy provided to Employee within thirty (30) days of the City Council's approval of the results.

12.3 Following each annual combined performance and salary review, Employee shall be eligible for base salary increase based on the Council's determination that Employee is performing the duties of City Manager in a manner acceptable to the City Council and meeting or exceeding annual goals and objectives. Any increase in base salary under this Agreement will be reflected in the first pay period following the date of the City Council's official action to increase the base salary or as otherwise directed by the City Council. Any increase in base salary under this Agreement shall require a majority vote of the City Council in favor of the increase.

XIII. Hours of Work

Employee acknowledges the proper performance of the duties of the City Manager of the City will require him to generally observe normal business hours. However, it is recognized that Employee must also devote a great deal of time outside the normal office hours on business for City and, to that end, Employee shall be allowed to establish an appropriate work schedule. Employee agrees to devote such additional time, outside the normal office hours, as is necessary for the full and proper performance of the City Manager's duties and that the compensation herein provided includes compensation for the performance of such services.

XIV. Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to City and the community, Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his responsibilities under this Agreement, and that such outside employment shall be subject to the advice and consent of City.

Section XV. Accessibility

Employee acknowledges the proper performance of the duties of the City Manager of the City will require him to be physically accessible to the City. Employee agrees to reside within a reasonable distance of the City throughout the Term of this Agreement and be physically accessible to the City when reasonably required to carry out the duties of the City Manager.

XVI. Indemnification

16.1. Beyond that required under federal, state or local law, City shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, brought against Employee in the Employee's individual or official capacity as an Employee of City and arising out of an alleged act or omission occurring in the scope and performance of Employee's duties as Interim City Manager or resulting from the exercise of judgment or discretion in connection with the performance of official duties or responsibilities, unless the act or omission involved criminal, grossly negligent, willful or wanton misconduct. Employee may request and City shall not unreasonably refuse to provide independent legal representation at City's expense and City may not unreasonably withhold approval. Legal representation, provided by City for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. City shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys' fees and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit or proceeding, actual or threatened, arising out of or in connection with the scope and performance of his duties. Any settlement of any claim must be made with prior approval of the City in order for indemnification, as provided in this Article XVI, to be available.

16.2. Employee recognizes that City shall have the right to compromise and settle any claim to which this Article XVI applies.

16.3. City agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the City. Such expense payments shall continue beyond Employee's service to the City as long as litigation is pending. Further, City agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to City regarding pending litigation.

XVII. Bonding

City shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

XVIII.
Appropriation

City has appropriated, set aside and encumbered, and does hereby appropriate, set aside, and encumber, available and unappropriated funds of City in an amount sufficient to fund and pay all financial obligations of City pursuant to this Agreement, including by not limited to, the Severance and other benefits set forth in Article X.

XIX.
Other Terms and Conditions of Employment

The City, only upon express written agreement with the Employee, shall fix any such other terms and conditions of employment as it may determine from time to time relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement.

XX.
Notices

Notice pursuant to this Agreement shall be given by personal service or by depositing in the custody of the United States Postal Service, certified mail postage prepaid, addressed as follows:

City:

City of Glenn Heights
Attn: Mayor
1938 S. Hampton Road
Glenn Heights, Texas 75154

With copy to:

Victoria W. Thomas
Nichols, Jackson, Dillard Hager & Smith LLP
1800 Ross Tower
500 N. Akard
Dallas, Texas 75201

Employee:

(Notice to Employee shall be mailed to the official address of record on file with City's Human Resources Department as provided by the Employee.)

Notice shall be deemed given as of the date of personal service or three (3) days after the date such notice is deposited with the U.S. Postal Service, certified mail delivery prepaid.

XXI. General Provisions

21.1. This Agreement sets forth and establishes the entire understanding between City and Employee relating to the employment of Employee by City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties, by mutual written agreement, may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

21.2. This Agreement shall be binding on City and Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

21.3. This Agreement shall become effective on date of last execution hereof.

21.4. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

21.5. In the event of any conflict between the terms, conditions and provision of this Agreement and the provision of the City's Council's policies, or City's ordinances, or City's rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over the contrary provisions of City Council's policies, or City's ordinances, or City's rules and regulations or any such permissive law during the term of this Agreement.

21.6. This Agreement shall be governed by the laws of the State of Texas and exclusive venue of any action arising hereunder shall be in the state courts of appropriate jurisdiction in Dallas County, Texas. Nothing contained in this agreement shall in any way be deemed or construed to be a waiver of governmental, official, sovereign, qualified, or other immunities or defenses held by City or Employee, and nothing in this Agreement shall in any way be deemed or construed to grant, confer or create any right or interest in any person not a party to this Agreement.

21.7 This Agreement may be executed in counterparts.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED this _____ day of _____, 2023.

Employee

EXECUTED this _____ day of _____, 2023.

City of Glenn Heights, Texas

Sonja A. Brown, Mayor

ATTEST:

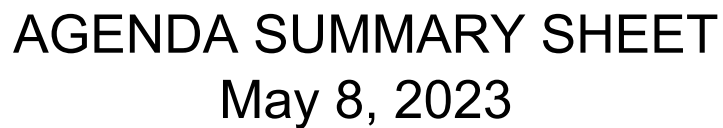
APPROVED AS TO FORM

By:

Brandi Brown, City Secretary

By:

Victoria W. Thomas, City Attorney
(042523vwtTM134711)



Discuss and take action on Resolution R-08-23, a Resolution of the City Council of the City of Glenn Heights, Texas, appointing David A. Hall to serve as City Manager Emeritus; and providing an effective date. (Mayor Sonja A. Brown)

[illegible]

CITY OF GLENN HEIGHTS, TEXAS

RESOLUTION NO. R-08-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, APPOINTING DAVID A. HALL TO SERVE AS CITY MANAGER EMERITUS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, current City Manager David A. Hall has tendered his resignation effective June 3, 2023; and

WHEREAS, the City Council has appointed an interim City Manager; and

WHEREAS, to provide for an efficient transition, the City Council desires that until the effective date of Mr. Hall's resignation, the title of City Manager Emeritus be bestowed on him and that, as City Manager Emeritus, he serve in a consulting and advisory capacity to the Interim City Manager on all matters under the control of the Interim City Manager;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, THAT:

SECTION 1. The City Council hereby bestows the title of City Manager Emeritus on David A. Hall, to be effective until the effective date of his resignation from employment with the City of Glenn Heights. In the capacity of City Manager Emeritus, Mr. Hall shall serve as a consultant and advisor to the Interim City Manager on all matters under the control of the Interim City Manager.

SECTION 2. This Resolution shall become effective immediately upon passage.

PASSED AND APPROVED THIS 8th DAY OF MAY 2023.

APPROVED:

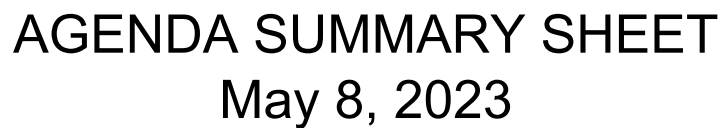
Sonja A. Brown, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(050523vwtTM134903)



Discuss and take action on Resolution R-09-23, a Resolution of the City Council of the City of Glenn Heights, Texas, approving a Consulting Services Agreement with David A. Hall and authorizing the Mayor to execute said agreement; and providing an effective date. (Mayor Sonja A. Brown)

[illegible]

CITY OF GLENN HEIGHTS, TEXAS

RESOLUTION NO. R-09-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS APPROVING A CONSULTING SERVICES AGREEMENT WITH DAVID A. HALL AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, current City Manager David A. Hall has tendered his resignation; and

WHEREAS, the City Council will be conducting an executive search for a new city manager and, in the interim, will appoint an interim city manager; and

WHEREAS, to facilitate an orderly and efficient transition of City administration, the City Council desires to obtain and David A. Hall has agreed to provide consulting services to the City regarding general financial, budget, and City administration matters;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, THAT:

SECTION 1. The City Council hereby approves the Consulting Services Agreement attached hereto and incorporated herein by this reference as Exhibit "A" between the City of Glenn Heights and David A. Hall and authorizes the Mayor to execute the agreement on behalf of the City in substantially the form attached hereto.

SECTION 2. This Resolution shall become effective immediately upon passage.

PASSED AND APPROVED THIS 8th DAY OF MAY 2023.

APPROVED:

Sonja A. Brown, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(042523VWTtm134732))

Exhibit A

[Consulting Services Agreement]

STATE OF TEXAS §
 § **CONSULTING SERVICES AGREEMENT**
COUNTY OF DALLAS §

This Consulting Services Agreement (“Agreement”) is made by and between the City of Glenn Heights, Texas (“City”) and David A. Hall Consulting (“Consultant”), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

Recitals:

WHEREAS, the City desires to engage the services of Consultant for the purposes set forth herein, as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Consultant desires to render consulting services to the City as set forth herein;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

Article I
Term; Termination

1.1 The Term of this Agreement shall commence on the last day of execution hereof (the “Effective Date”) and shall continue until Consultant completes the services required under this Agreement, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving ten (10) days prior written notice to the other Party. In the event of such termination, Consultant shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article II
Scope of Services

2.1 Consultant shall provide general administrative consulting services to facilitate an orderly and efficient transition of City administration, including, but not necessarily limited to:

- A. General Financial Management;
- B. Budget Strategy and Development;
- C. General Management; and
- D. General City Administration.

Article III Compensation

City agrees to pay Consultant an initial Retainer Payment in the amount of twenty thousand dollars (\$20,000) due at the effective date. Thereafter, City shall pay Consultant monthly payments in the amount of three thousand dollars (\$3,000), due and payable a month after the first Retainer Payment, and monthly thereafter during the Term of the Agreement. Payment shall be made after Consultant submits a monthly statement to City. The monthly statement should also include all reimbursable expenses, accompanied by supporting receipts or other acceptable documentation. City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses.

Article IV Expenses and Reimbursements

4.1 When Consultant must travel on behalf of the City, City shall reimburse Consultant for travel expenses including hotel, meals, all ground transportation, and airfare made on behalf of City pursuant to this Agreement, provided such travel expense has been authorized and approved by the Interim City Manager. City shall not reimburse Consultant for mileage within a 35-mile radius of the City. For travel approved outside of the 35-mile radius, City shall reimburse Consultant for mileage at the normal IRS rate.

4.2 Unless otherwise provided herein, Consultant shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying charges, facsimile, telephone, internet, and email charges, provided, however, City agrees to make available to Consultant for Consultant's use when working on-site pursuant to this Agreement at City's expense, office space on property leased or owned by City which is reasonably adequate to allow Consultant to provide the services.

Article V Independent Contractor

It is understood and agreed by and between the Parties that in satisfying the conditions of this Agreement, Consultant is acting independently and the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Consultant pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Consultant shall supervise the performance of his services and shall be entitled to control the manner and means by which his services are to be performed, subject to the terms of this Agreement. As such, the City shall not: train Consultant, require Consultant to devote his full-time services to the City, or dictate Consultant's sequence of work or location at which Consultant performs his work.

Article VI Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Consultant may only be compensated for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

Article VII Insurance

Consultant shall during the term hereof maintain in full force and effect a policy of automobile insurance covering any vehicles owned and/or operated by Consultant and used in the performance of this Agreement.

Article VIII Indemnification

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONSULTANT PURSUANT TO THIS AGREEMENT. CONSULTANT HEREBY WAIVES ALL CLAIMS AGAINST THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY. CONSULTANT AGREES TO INDEMNIFY AND SAVE HARMLESS THE CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE CONSULTANT'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF CONSULTANT, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF THE CITY). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST THE CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, CONSULTANT, ON NOTICE FROM THE CITY, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT CONSULTANT'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO THE

CITY. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

**Article IX
Miscellaneous**

9.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

9.2 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

9.3 Assignment. Consultant may not assign this Agreement in whole or in part without the prior written consent of the City. In the event of an assignment by Consultant to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

9.4 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

9.5 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the state District Courts of Dallas County, Texas. Without waiving available immunities, the Parties otherwise agree to submit to the personal and subject matter jurisdiction of said Court.

9.6 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

9.7 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

9.8 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

9.9 Recitals. The recitals to this Agreement are incorporated herein.

9.10 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City, to:

City of Glenn Heights, Texas
Attn: City Manager
1938 S. Hampton Road
Glenn Heights, Texas 75154

With Copy to:

Victoria W. Thomas
Nichols Jackson LLP
1800 Ross Tower
500 North Akard Street
Dallas, Texas 75201

If intended for Consultant, to:

David A. Hall
7821 Pirate Point Circle
Arlington, TX 76016

9.11 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

9.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

9.13 Audits and Records. Consultant agrees that during the term hereof the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Consultant's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by the City or date of termination if sooner.

9.14 Conflicts of Interests. Consultant represents that no official or employee of the City has any direct or indirect pecuniary interest in this Agreement. Consultant shall not directly or indirectly disclose to an outside person or entity and shall not use for Consultant's benefit or the benefit of others any non-public material, information, or knowledge gained by Consultant as a result of provision of services under this Agreement.

9.15 Compliance with Federal, State & Local Laws. Consultant shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

9.16 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such Party, provided that the non-performing Party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

9.17 Boycott Israel, Boycott Energy Companies, and Prohibition of Discrimination Against Firearm Entities and Firearm Trade Associations.

- (a) Consultant verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) Consultant verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) Consultant verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- (d) This section does not apply if Consultant is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Consultant has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

(signature page to follow)

EXECUTED this _____ day of May, 2023.

City of Glenn Heights

By: _____
Sonja A. Brown, Mayor

Approved as to Form:

By: _____
Victoria W. Thomas, City Attorney
(042523vwtTM134729)

EXECUTED this _____ day of May, 2023.

By: _____
David A. Hall