



**NOTICE OF SPECIAL MEETING
CITY OF PILOT POINT
CITY COUNCIL MEETING**

NOTICE IS HEREBY GIVEN THAT CITY COUNCIL OF THE CITY OF PILOT POINT, TEXAS, WILL HOLD A SPECIAL MEETING ON:

October 7, 2019

AT 6:30 PM - PILOT POINT CITY HALL - COUNCIL CHAMBERS

102 EAST MAIN STREET, PILOT POINT, TX

AGENDA

A. ROLL CALL/CALL TO ORDER

B. PLEDGE TO FLAGS

1. United States of America
2. Texas Flag

*Honor the Texas Flag, I pledge allegiance to thee,
Texas, one state under God, one and indivisible*

C. INVOCATION

D. REGULAR AGENDA

1. Discuss, consider, and possible action on consultant agreement with Kathryn Usrey & Associates for human resources services.

E. EXECUTIVE SESSION

The City Council of the City of Pilot Point will recess into Executive Session (Closed Meeting) pursuant to the provisions of Chapter 551, Subchapter D, Texas Government Code, to discuss the following:

1. In accordance with Texas Government Code, Section 551.071: Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct on the State Bar of Texas clearly conflicts with this chapter regarding:
 - a. Status update regarding the investigation conducted by Ken Franch, M.S., A/A, S.E., P.E., Nelson Forensics, LLC
 - b. Professional Fees
 - c. Rules of order for City Council meetings
 - d. Yarbrough Farms development
 - e. City Manager employment agreement
 - f. City Secretary EEOC complaint
 - g. City finances and budget
2. In accordance with the Texas Government Code, Section 551.074: Deliberation

regarding the appointment, evaluation, reassignment, duties, discipline or dismissal of public officer or employee:

- a. City Manager
- b. City Secretary

F. RECONVENE INTO REGULAR SESSION

The City Council of the City of Pilot Point will reconvene into Regular Session (Open Meeting) pursuant to the provisions of Chapter 551, Subchapter D, Texas Government Code, to take any action necessary regarding the following items discussed in Executive Session.:

1. In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matters discussed in Executive Session.

G. FUTURE AGENDA ITEMS/REQUESTS BY COUNCILMEMBERS TO BE ON NEXT AGENDA

Councilmembers shall not comment upon, deliberate, or discuss any item that is not on the agenda. Councilmembers shall not make routine inquiries about operations or project status on an item that is not posted. Any Councilmember may, however, state an issue and a request that this issue be placed on a future agenda.

H. ADJOURN

The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including 551.071 (private consultation with the attorney for the City); 551.072 (discussing purchase, exchange, lease or value of real property); 551.074 (discussing personnel or to hear complaints against personnel); and 551.087 (discussing economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

Pursuant to Section 551.127, Texas Government Code, one or more Councilmembers may attend this meeting remotely using videoconferencing technology. The video and audio feed of the videoconferencing equipment can be viewed and heard by the public at the address posted above as the location of the meeting. A quorum will be physically present at the posted meeting location of City Hall.

In compliance with the Americans with Disabilities Act, the City of Pilot Point will provide reasonable accommodations for disabled persons attending this meeting. Requests should be received at least 24 hours prior to the scheduled meeting by contacting the City Secretary's office at 940-686-2165.

I the undersigned authority do hereby certify this notice was posted on the official bulletin board for the City of Pilot Point, Texas on **October 4, 2019 at 5pm**, and shall remain posted for at least 72 hours preceding the scheduled time of said meeting.


Alice Holloway, City Secretary

Professional Services Agreement

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into as of the _____ day of October, 2019, by and between the City of Pilot Point, Texas, hereinafter referred to as "CITY," and Usrey and Associates, Inc., hereinafter referred to as "CONTRACTOR", each individually referred to as a "Party" and collectively as the "Parties."

WITNESSETH:

In consideration of the premises and mutual covenants hereinafter contained, the Parties hereto agree as follows:

1. Services

The CONTRACTOR shall perform the services set forth in Exhibit A of this Agreement, hereinafter referred to as "the Services":

2. Compensation and Reimbursement

2.1 CITY shall pay CONTRACTOR an hourly fee for the Services, as specified in Exhibit A. CONTRACTOR will be compensated at a rate of ONE HUNDRED DOLLARS (\$100) per hour with no day rate guarantee, to be paid on a bi-weekly basis. CITY shall reimburse CONTRACTOR for reasonable, direct expenses incurred by CONTRACTOR in connection with providing services for the CITY at the CITY'S request. CONTRACTOR shall obtain advanced approval before incurring an expense. CONTRACTOR agrees that CONTRACTOR will not hold the CITY liable for any additional compensation beyond the above noted rate without prior written approval of the CITY which approval CITY shall not unreasonably withhold or delay.

2.2 CONTRACTOR shall submit invoices bi-weekly, as the work progresses. CITY shall then pay the CONTRACTOR the total amount of the statement which is validly due within thirty (30) days. All payments made under this Agreement shall be made from currently available funds.

2.3 In the event CITY should request additional services not set forth in Exhibit A, CONTRACTOR and CITY shall agree on the compensation for those services prior to performance by CONTRACTOR. Performance of these additional services may be within or without the term of the contract set forth in Section 5 of this Agreement. Under no circumstances will CONTRACTOR perform additional services without prior written authorization from CITY.

3. Confidential Relationship

3.1 CITY may from time to time communicate to CONTRACTOR certain information to enable CONTRACTOR to effectively perform the Services. CONTRACTOR shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of CITY. CONTRACTOR shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the Services. The foregoing obligations of this Section 3, however,

shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information, (ii) is, through no fault of CONTRACTOR, hereafter disclosed in publicly available sources of information, (iii) is now in the possession of CONTRACTOR without any obligation of confidentiality, or (iv) has been or is hereafter rightfully disclosed to CONTRACTOR by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

3.2 CONTRACTOR shall not disclose any reports, recommendations, conclusions, or other results of the Services, the existence of, or the subject matter of this contract without the prior written consent of CITY.

3.3 In its performance hereunder, CONTRACTOR shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm, or corporation.

4. Proprietary Rights

4.1 The work product of the Services, and any writings, materials, discoveries, innovations or data resulting from the Services, shall be promptly communicated to, and be the property of CITY and shall be made available for use by the CONTRACTOR during the term of this Agreement.

5. Term

5.1 This Agreement shall be effective on the date of signing, and expire upon completion of the Services. This Agreement shall be subject to termination upon a ten (10) day written notice at any time by either Party. In the event of termination prior to the completion of the Services for reasons other than for cause, payment shall be made for services performed through the effective termination date including reimbursable expenses then due. This payment shall be the CITY's sole obligation to the CONTRACTOR. In addition, upon termination or expiration of this Agreement, CONTRACTOR shall return to CITY any and all equipment, documents, or materials, and all copies made thereof, which CONTRACTOR received from, and/or developed for CITY for the purposes of this Agreement.

5.2 In the event no funds or insufficient funds are appropriated by the CITY in any fiscal period for any payments due hereunder, CITY will notify CONTRACTOR of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the CITY of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds shall have been appropriated.

6. Right to Audit

The CITY, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by CONTRACTOR with respect to the Services. If such audit shall disclose overpayment by CITY to CONTRACTOR, written notice of such overpayment shall be provided to CONTRACTOR and the amount of overpayment shall be promptly

reimbursed by CONTRACTOR to the CITY. In the event any such overpayment is not paid within ten (10) days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

7. Notices

All notices and billings shall be in writing and sent to the following addresses:

To CITY:	City of Pilot Point, Texas Attn: City Manager 102 East Main Street Pilot Point, Texas 76258
With Copy to:	Messer, Fort & McDonald, PLLC Attn: Andy Messer 6371 Preston Road, Suite 200 Frisco, TX 75034
To CONTRACTOR:	Usrey and Associates, Inc. Attn: Kathryn Usrey 545 Melody Lane Lakewood Village, Texas 75068

8. General

8.1 The terms and conditions of Sections 3, 4, 6, and 7 hereof shall survive the termination of this Agreement or completion of the Services as the case may be.

8.2 CONTRACTOR shall perform the Services as an independent contractor and shall not be considered an employee of CITY for any purpose whatsoever, including, but not limited to, entitlement to CITY employee benefits. CONTRACTOR hereby expressly waives any claim or entitlement to such benefits. CONTRACTOR shall be responsible for payment of all federal and state taxes and assessments of any nature arising from the performance of this Agreement. CONTRACTOR understands that CITY will not withhold federal or state taxes from fees paid under this Agreement, the payment of such taxes being the sole responsibility of CONTRACTOR.

8.3 CONTRACTOR shall not export, directly or indirectly, any technical data acquired from under this Agreement or any products utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other government approval without first obtaining such license or approval.

8.4 The waiver or failure of either Party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

8.5 If any provision of this Agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted.

The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

8.6 This Agreement shall be governed by the laws of the State of Texas. Venue for any action arising from this Agreement shall be exclusively in Denton County, Texas.

8.7 This Agreement may not be modified, altered or amended except by written instrument duly executed by both Parties.

8.8 The above shall constitute the entire understanding between CONTRACTOR and CITY respecting the Services described herein.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date first above written.

CITY OF PILOT POINT, TEXAS

CONTRACTOR

By: _____
Shea Dane-Patterson, Mayor

By: _____
Kathryn Usrey

EXHIBIT A

**PROPOSAL FOR THE CITY OF PILOT POINT
HUMAN RESOURCES CONSULTING SERVICES**

Originally submitted OCTOBER 7, 2019

**PRESENTED BY
USREY AND ASSOCIATES, INC.
KATHRYN USREY**

HUMAN RESOURCES CONSULTING PROPOSAL

INITIAL SCOPE OF WORK DESCRIPTION:

The City of Pilot Point has requested a proposal regarding provision of Human Resources Consulting. These services would involve providing consultation and advice to Mayor, City Council and City Management and employees regarding a variety of Human Resources issues and Human Resources programs, including reviewing and making recommendations regarding the City's Employee Handbook and Human Resource processes for hiring, compensation and benefits. The actual responsibilities involved in providing these services will need to be discussed and determined jointly with the City.

QUALIFICATIONS:

Usrey & Associates, Inc. was established in 2008. Kathryn Usrey, owner and consultant, has worked in Texas cities for over 26 year prior to starting this business. Twenty four of those years as a Human Resources Director.

FEE PROPOSAL:

The above proposal is based on an hourly rate of \$100 an hour and the City would be invoiced every two weeks for actual hours worked. My understanding is that these services are expected to be needed for approximately six months.



**City Council Agenda
October 7, 2019**

Agenda Item: E.2.

(Action Item)

Agenda Description:

In accordance with the Texas Government Code, Section 551.074: Deliberation regarding the appointment, evaluation, reassignment, duties, discipline or dismissal of public officer or employee:

- a. City Manager
- b. City Secretary

Background Information:

Financial Information:

City Contact and Recommendations: