

Office of the City Manager

City of Richland Hills, Texas

Memorandum

To: Honorable Mayor Bill Agan and members of the Richland Hills City Council
From: Eric Strong, City Manager
Date: April 1, 2014
Subject: Consulting Agreement with Curtis E. Hawk

Council Action Requested:

Approval of Contract for Professional Consulting Services with Curtis E. Hawk.

Background Information:

As the transition from Mr. Hawk as City Manager was discussed, one of the items that I suggested was that we consider hiring Mr. Hawk to come back and work directly for me on some consulting issues. Primarily, Mr. Hawk will work on some of the items that he was involved with prior to his departure, but were not completed before he left the City.

Some examples of potential areas that he could continue to provide some feedback and work product on include: 1) Outstanding issues with the Levy, 2) Any issues that arise regarding the Wal Mart project as they move into construction, 3) Issues with the development of a Community Activity Center.

These are not necessarily concrete examples, and the actual duties will be somewhat fluid as my need dictates. However, to be sure that everyone is comfortable with the duties he is performing, the contract calls for monthly reports to be submitted outlining the types of issues he is working on along with progress updates.

Rather than have him keep up with keeping detailed hourly reports, he and I have agreed to retain him on a flat monthly fee. If at any time either of us feels the

workload is too light or too intense, we will either request Council modification of the agreement or terminate the agreement.

Board/Citizen Input: N/A

Financial Impact: \$1,500 per month

Staff Contacts: Eric Strong
City Manager
estrong@richlandhills.com

Attachments: Agreement with Curtis E. Hawk

STATE OF TEXAS

COUNTY OF TARRANT

**PERSONAL SERVICES AGREEMENT
BETWEEN THE CITY OF RICHLAND HILLS, TEXAS AND CURTIS E. HAWK
TO ASSIST THE CITY MANAGER**

WHEREAS, the City of Richland Hills recognizes the need and value of expert personal consulting services of Curtis E. Hawk to assist the City Manager in certain projects and activities during the transition to the new City Manager; and

WHEREAS, Curtis E. Hawk has previously provided excellent and beneficial advice and services to the City in this field and offers to continue the provision of advice and services as set out below,

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

SECTION 1. PARTIES

The parties to this Agreement are the City of Richland Hills, Texas ("City"), a home rule municipality whose authorized signatory is Eric Strong, City Manager, and Curtis E. Hawk ("Consultant").

SECTION 2. TERM

A. Term. This Agreement shall become effective on April 1, 2014 and shall remain in effect until March 31, 2015 unless sooner terminated as provided herein.

B. Renewal. This Agreement is renewable upon the mutual consent of the parties. The terms of any such renewal must be in writing and signed by both the City and Consultant.

C. Termination by City. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of City to terminate the services of Consultant with or without cause at any time, to be effective upon receipt by Consultant of written notice from City of such termination.

D. Termination by Consultant. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Consultant to terminate this Agreement at any time, to be effective upon receipt by City of written notice from Consultant of such termination.

E. Duties upon Termination. Upon termination of this Agreement for any reason, Consultant agrees to cease all work under this Agreement and promptly deliver to City

any product or output developed by Consultant pursuant to this Agreement. City agrees to promptly pay Consultant any and all amounts due to Consultant under this Agreement, or the appropriate prorated amount if such termination occurs prior to the end of a month, within thirty (30) days after termination.

SECTION 3. COMPENSATION

In return for services rendered by Consultant pursuant to this Agreement, City will pay Consultant the sum of One Thousand Five Hundred Dollars (\$1,500.00) per month, within thirty (30) days after receipt of invoice to be submitted monthly by Consultant at the end of the month.

SECTION 4. SERVICES TO BE RENDERED

A. Personal Services. Consultant agrees to personally perform consulting services related to the operation of the City, as assigned to Consultant by the City Manager.

B. Hours of Work. Consultant is a contract employee expected to engage in those hours of work which are necessary to carry out the consulting services requested by City through its City Manager. Consultant agrees to devote the time necessary for the full and proper performance of requested consulting services.

C. Reporting. Consultant agrees to provide monthly management reports which broadly outline tasks performed by consultant over the previous period. These reports shall be provided directly to the City Manager for the duration of this agreement

C. Attendance at Local Meetings; Local Travel. Consultant agrees to attend meetings from time-to-time within Richland Hills or elsewhere within Tarrant County as necessary for the performance of consulting services set out under this Agreement, and further agrees that attendance at and travel to and from such meetings shall be included within the compensation provided under terms of this agreement.

D. Travel Outside of Local Area. City agrees to compensate Consultant for travel to attend such meetings outside of Tarrant County as necessary for the performance of consulting services set out under this Agreement, and as requested by City Manager, at the current IRS allowable mileage reimbursement rate.

SECTION 5. CITY OBLIGATIONS

City will provide such information as is reasonable and necessary to Consultant to aid in Consultant's performance under this Agreement.

SECTION 6. NON-ASSIGNMENT

Consultant will not assign any portion of its rights or duties under this Agreement without prior, written approval of the City. Any purported assignment without such prior approval will be a breach of this Agreement and will be void in all respects.

SECTION 7. MISCELLANEOUS

A. The provisions of the Agreement are severable and if, for any reason, a clause, sentence, paragraph or any other part of this Agreement shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

B. The failure of the City to insist upon the performance of any term or provision of the Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment to any extent of the City's right to assert or to rely upon such term or right on any future occasion.

C. Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance or nonperformance of the contract and agreement, venue for said action shall lie in Tarrant County, Texas.

D. This written instrument and any exhibits attached hereto which are incorporated by reference and made a part of this Agreement for all purposes, constitute the entire agreement between the parties hereto concerning the work and services to be performed hereunder and any prior or contemporaneous, oral or written agreement which purports to vary from the terms hereof shall be void. Any amendments to the terms of this Agreement must be in writing and must be approved by both the City and Consultant.

IN WITNESS WHEREOF, the parties hereto have executed four (4) copies of this Agreement in Richland Hills, Tarrant County, Texas this _____ day of _____, A.D. 2014.

CITY MANAGER:

Eric Strong

CONSULTANT:

Curtis E. Hawk

ATTEST:

Linda Cantu, City Secretary

APPROVED AS TO FORM:

City Attorney