

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

**AGREEMENT FOR PROFESSIONAL SERVICES**

This **Agreement for Professional Services** ("**Agreement**") is made by and between the **City of Lake Dallas** ("**City**"), a Texas home rule municipality, and **The Lion Strategy Group, LLC** ("**Professional**"), a Texas limited liability company (each a "**Party**" and collectively the "**Parties**"), acting by and through their authorized representatives.

**RECITALS:**

**WHEREAS**, City desires to engage the services of Professional as an independent contractor, and not as an employee, to provide Interim City Manager, employee training, and city manager search services (collectively the "**Services**") on the terms and conditions set forth in this Agreement; and

**WHEREAS**, Professional desires to render the Services for City on the terms and conditions set forth in this Agreement.

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

**Article I**  
**Term**

**1.1** The term of this Agreement shall be for a term of six (6) months commencing on the Effective Date ("**Term**" or "**Term of Agreement**") unless terminated earlier or extended as provided herein.

**1.2** Either Party may terminate this Agreement not earlier than ten (10) days after providing written notice to the other Party setting forth the date of termination. Upon termination of this Agreement, Professional shall deliver to City all finished and unfinished documents, reports, and other items prepared by Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of City in accordance with this Agreement prior to such termination.

**Article II**  
**Scope of Service**

During the Term of this Agreement, Professional shall provide to City the professional services necessary to perform as Interim City Manager, provide employee training, and recruit a new city manager (collectively "**the Services**") described in **Exhibit "A,"** attached hereto and incorporated herein by reference (the "**Scope of Services**").

**Article III  
Schedule of Work**

Professional shall commence providing Interim City Manager services on March 22, 2021, and to complete all Services pursuant to the Scope of Services prior to the end of the Term of the Agreement. Notwithstanding the foregoing:

(a) The Parties may mutually extend the provision of Interim City Manager services by written agreement entered before the end of the Term of the Agreement; and

(b) If the selection and hiring of a city manager does not occur prior to the end of the Term of the Agreement, unless otherwise agreed by City, Professional shall remain engaged in providing such recruitment and selection services until the City Council successfully negotiates and signs an employment agreement with a person to serve as city manager.

**Article IV  
Compensation and Method of Payment**

**4.1** Professional will be compensated in accordance with the amounts set forth in the Fee Schedule in the Scope of Services. Unless otherwise provided herein, payment to Professional shall follow City's receipt and approval of Professional's detailed itemized statement for services that shows the actual Services performed, and the rates charges for each of the Services, in a form reasonably acceptable to City. City shall pay such statements not later than fifth (5<sup>th</sup>) business day after receipt of Professional's invoice and City verification of the Services described in the invoice unless otherwise provided herein.

**4.2** Except where specifically stated to the contrary in this Agreement, Professional shall be responsible for all expenses related to the Services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

**Article V  
Devotion of Time; Personnel; and Equipment**

**5.1** Professional shall devote such time as reasonably necessary for the satisfactory performance of the Services. Should City require additional services not included under this Agreement, Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of Services and shall be compensated for such additional services agreed in advance in writing by the Parties.

**5.2** To the extent reasonably necessary for Professional to perform the Services, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of the Services. Professional shall bear the cost of any such personnel and assistance and shall not increase the total compensation to be paid Professional hereunder and shall not otherwise be reimbursed by City unless provided differently herein.

5.3 Professional shall furnish the facilities, equipment and personnel necessary to perform the Services required under this Agreement unless otherwise provided herein.

5.4 At all times during the Term of this Agreement, Professional and each person working for Professional under the authority of this Agreement shall possess, hold, and maintain in current standing such licenses, permits, and certifications required to perform the Services.

5.5 In providing the Interim City Manager services pursuant to the Scope of Services, at no time shall Michael Wilson be deemed an employee of City, nor be entitled to any benefits of a City employee. Professional shall at all times be responsible for paying Michael Wilson any wages and benefits to which Michael Wilson is entitled as an employee, partner, or member of Professional. City's sole responsibility shall be to pay Professional directly for the Services.

## **Article VI Miscellaneous**

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

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

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

6.4 **Governing Law; Venue.** The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 **Amendments.** This Agreement may be amended only by the written agreement of the Parties.

6.6 **Severability.** In the event any one or more of the provisions of 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.

6.7 **Independent Contractor.** The Parties acknowledge and agree that Professional in satisfying the conditions of and performing the Services as provided in this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in

connection with Professional's performance. Professional's performance of the Services by pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Professional shall supervise the performance of its Services and shall be entitled to control the manner and means by which Professional performs the Services, subject to the terms of this Agreement. Professional is not authorized to enter into any contractual agreements on behalf of City with any third-party or otherwise represent to any third-party that Professional has such agency authority.

**6.8 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:

Attn: Mayor  
City of Lake Dallas  
212 N. Main Street  
Lake Dallas, Texas 75065

With Copy to:

Kevin B. Laughlin  
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.  
500 North Akard, Suite 1800  
Dallas, Texas 75201

If intended for Professional:

The Lion Strategy Group, LLC  
Attn: Michael Wilson  
2500 Lotus Avenue  
Fort Worth, Texas 76111

**Section 6.9. Insurance**

A. Professional shall during the Term hereof maintain in full force and effect the following insurance:

(i) A commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage;

(ii) An automobile liability insurance policy covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage;

(iii) If Professional employs employees, Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's

employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and

(iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.

B. Except as otherwise stated, all insurance and certificate(s) of insurance shall contain the following provisions:

(i) Name the City, its officers, and employees as additional insureds as to all applicable coverage (not including the Workers Compensation Insurance and Professional Liability);

(ii) Provide for at least thirty (30) days prior written notice to the City for cancellation or non-renewal of the insurance or reduction in coverage limits; and

(iii) Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance (not including the Professional Liability Insurance).

C. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

D. A certificate of insurance evidencing the required insurance and all endorsements shall be delivered to City prior to commencement of services.

**6.10 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 PROVIDED BY PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST 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 TO THE EXTENT ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER. PROFESSIONAL AGREES TO INDEMNIFY, DEFEND, AND SAVE HARMLESS CITY FROM AND AGAINST LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT**

WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF CITY, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

**6.11 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.

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

**6.13 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.

*Signatures on Following Page*

SIGNED AND AGREED this 18<sup>th</sup> day of March, 2021.

City of Lake Dallas, Texas

By: Michael D. Barnhart  
Michael Barnhart, Mayor

ATTEST:

Codi Delcambre  
Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin  
Kevin B. Laughlin, City Attorney



SIGNED AND AGREED this 18th day of March, 2021.

The Lion Strategy Group, LLC

By: Michael Wilson For MIED Wilson  
Michael Wilson, Chief Executive Officer

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

LION STRATEGY GROUP PROPOSED SCOPE OF SERVICES  
FOR THE CITY OF LAKE DALLAS

Lion Strategy Group ("LSG" or, sometimes "We") will provide the services set forth in this Scope of Services to assist the City of Lake Dallas ("the City") through the transition between City Managers. The categories of proposed services are described in greater detail below.

Category 1: Interim City Manager Services

LSG will provide Interim City Manager services to the City. LSG will assign Michael Wilson ("Wilson"), whom LSG has designated as the appropriate person for the role, to perform on an interim basis the functions and duties of the City Manager as set forth by the Lake Dallas City Charter, the Lake Dallas Municipal Code, and as otherwise directed from time to time by the City's City Council and will carry the title of Interim City Manager. As Interim City Manager, Wilson shall further have the right to exercise the authority of the City Manager, subject to review by the City Council. The Interim City Manager services will be provided for an initial six (6) month term, which term may be extended upon mutual agreement.

Wilson will maintain the same office hours at the Lake Dallas City Hall as is generally expected of a city manager and will devote a great deal of time outside normal office hours to the business of the City. However, reasonable time off is authorized for Wilson to attend to personal matters.

Wilson will not be expected to attend any professional conferences or otherwise travel to meetings outside of the Dallas/Fort Worth metropolitan area on behalf of the City. City agrees to reimburse LSG for the costs of travel, meals, and conference fees incurred by Wilson to attend conferences or engage in extended travel upon the request of the City Council during the term of the Agreement in accordance with the City's travel and expense policies.

Category 2: Staff Training Services

LSG will provide additional training to the City staff during the same six (6) month term in which Wilson serves as Interim City Manager designed to heal organizational trauma. The scientific process through which the City and LSG have already worked has allowed LSG to identify how the organization got stuck, what incidents and conditions induced organizational trauma, what is needed to facilitate healing, and what will make Lake Dallas a more resilient organization. During this six (6) month term, LSG will also implement the Workforce Behavioral Intervention Platform and provide subscriptions to use the service for a one (1) year period from the moment of activation of the platform by the City.



LSG has been able to identify staff who are experiencing dynamics that drain their energy and distract them from their work with each other and the community. We have also identified leaders and council member who are worried that past events will continue to affect morale and everyday interactions. Our intention is to help leaders and council members understand organizational identity, culture, trauma, and traumatization so that they can use the information to heal their organizations and promote organizational health and resilience. We will provide relief and hope to each of them as they think about their experiences and offer new ideas for how to strengthen the health and wellbeing of the organization.

LSG training, which is focused on Team Development, will include the following:

- Group Development and Engagement (likely performed during Month 1 of the Interim City Manager term);
- Socialization (likely performed during Month 1 of the Interim City Manager term);
- Building Resilient Teams (likely performed during Month 2 of the Interim City Manager term);
- Communicating Through Conflict (likely performed during Month 2 of the Interim City Manager term);
- Implementation of a Mental Model of Resilient Leadership / Employee Life Cycle (likely performed during Months 3 & 4 of the Interim City Manager term);
- Leadership Resilience Training, specifically for the Police Department and City Manager (likely performed during Month 5 of the Interim City Manager term); and,
- Managing Transitions (likely performed during Month 6 of the Interim City Manager term).

### Category 3: City Manager Search Services

LSG will assist in recruiting and identifying a new City Manager over the same six (6) month term during which Wilson serves as Interim City Manager.

LSG will use the most statistically accurate and valid diagnostic tools in the world to increase hiring accuracy, creating a more productive workforce while substantially decreasing costs. These hiring tools are normally used by only Fortune 100 companies but are now available for your organization.

We start with our focus on the job for which your organization is hiring. Using a Position Benchmark, we measure the talents/skills, motivations and behaviors of the position, assisted by the expertise of a behavioral psychologist and "Subject Matter Experts" from your organization who best know the job, future job requirements, and the culture of the organization.

Once we have the Job Benchmark, we then assess the candidate(s), measuring their talents/skills, motivation, and behaviors. We then run a Comparison Report that compares the candidate(s) to the position, generating a full analysis on how the candidate(s) matchup to the position and whether the candidate is a good fit for the position. This comparison points to the best candidate(s) for any particular role.

Not only will you now have the best candidate, but the assessment provides the interview questions and the strategies to manage the expectations of those in the process. It further helps to effectively manage and motivate the new hire immediately, saving months of guessing how to manage and motivate them. An additional advantage of this process is that it has been approved by the Equal Employment Opportunity Commission (EEOC) and the Federal Government.

In addition to the Job Benchmark and assessments described above, LSG shall, in consultation with the City Council and key senior staff, be responsible for the preparation and publication of any job postings and ads and recruitment materials necessary for publicizing the position opening and soliciting interested applicants. LSG shall also be responsible for assisting in arranging for the travel and accommodations of semi-finalist and/or finalists, if necessary, subject to approval of the City Council.

**FEE SCHEDULE**

<b>Service Provided</b>	<b>Interim City Manager Services/Month</b>	<b>Phase II Training Courses<sup>2</sup> /Month</b>	<b>City Manager Recruitment and Selection Services/Month</b>	<b>Workforce Behavioral Implementation Platform<sup>3</sup></b>	<b>Total Monthly Cost</b>	<b>Total Project Cost for 6-Month Term</b>
Fee:	\$9,167 <sup>1</sup>	\$7,333	\$1,667	\$0	\$18,167	\$109,002.00

<sup>1</sup> If the term of the Agreement is extended beyond the initial term of six months, the monthly fee for Interim City Manager Services will continue to be paid. However, the fee for all other services shall be considered paid in full and not extend into the extended term.

<sup>2</sup> Seven (7) Courses over the 6-month term

<sup>3</sup> After one year of use, an annual license fee for this service of \$6500.00 will be charged unless terminated by the City.