



## CITY COUNCIL SPECIAL MEETING

Monday, June 24, 2024 at 5:30 PM

Bauer Community Center | 2300 Highway 35 North, Port Lavaca, Texas 77979

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### PUBLIC NOTICE OF MEETING

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**The following item will be addressed at this or any other meeting of the city council upon the request of the mayor, any member(s) of council and/or the city attorney:**

*Announcement by the mayor that council will retire into closed session for consultation with city attorney on matters in which the duty of the attorney to the city council under the Texas disciplinary rules of professional conduct of the state bar of Texas clearly conflicts with the open meetings act (title 5, chapter 551, section 551.071(2) of the Texas government code).*

**(All matters listed under the consent agenda item are routine by the city council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.)**

### AGENDA

*Council will consider/discuss the following items and take any action deemed necessary.*

#### MEETING PROCEDURE

***Public notice is hereby given that the City Council of the City of Port Lavaca, Texas, will hold a Special Meeting Monday, June 24, 2024 beginning at 5:30 p.m., at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas to consider the following items of business:***

***[After publication, any information in a council packet is subject to change during the meeting]***

*The meeting will also be available via the video conferencing application "Zoom",*

*Join Zoom Meeting:*

<https://us02web.zoom.us/j/85739948989?pwd=MHYKAFMpXc9BdyQiaVbjbOkW498OSi.1>

*Meeting ID: 857 3994 8989*

*Passcode: 953860*

*One Tap Mobile*

*+13462487799,,82182482989#,,, \*912619# US (Houston)*

*Dial by your location*

*+1 346 248 7799 US (Houston)*

**I. ROLL CALL****II. CALL TO ORDER****III. COMMENTS FROM THE PUBLIC**

*(Limited to 3 minutes per individual unless permission to speak longer is received in advance. You may make public comments as you would at a meeting by logging on with your computer and using "Join Zoom Meeting" information on first page of this agenda).*

**IV. ACTION ITEMS** - Council will consider/discuss the following items and take any action deemed necessary

1. Consider approval of New Plan Options for the 2024-2025 Fiscal Year with TML Multi-State Intergovernmental Employees Benefits Pool related to City's group health insurance coverage. Presenter is Brittney Hogan
2. Consider amendment to agreement with consultant Susan Lang to extend contract and authorize expenditures under the contract greater than \$25,000. Presenter is Brittney Hogan

**V. ADJOURN SPECIAL MEETING**

**VI. CERTIFICATION OF POSTING NOTICE**

This is to certify that the above notice of a special meeting of the City Council of the City of Port Lavaca, scheduled for **Monday, June 24, 2024**, beginning at 5:30 p.m., was posted at city hall, easily accessible to the public, as of 5:00 p.m. **Wednesday, June 19, 2024**.

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**Mandy Grant**, *City Secretary*

**ADA NOTICE**

The Port Lavaca City Hall and Council Chambers are wheelchair accessible. Access to the building is available at the primary north entrance facing Mahan Street. Special parking spaces are located in the Mahan Street parking area. In compliance with the Americans with Disabilities Act, the City of Port Lavaca will provide for reasonable accommodations for persons attending meetings. To better serve you, requests should be received 24 hours prior to the meetings. Please contact City Secretary Mandy Grant at (361) 552-9793 Ext. 230 for assistance.

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# COMMUNICATION

**SUBJECT:** Consider approval of New Plan Options for the 2024-2025 Fiscal Year with TML Multi-State Intergovernmental Employees Benefits Pool related to City's group health insurance coverage. Presenter is Brittney Hogan

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## INFORMATION:

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**CITY OF PORT LAVACA**

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**COUNCIL MEETING:** JUNE 14, 2024

**DATE:** 06.19.2024

**TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS

**FROM:** JODY WEAVER, INTERIM CITY MANAGER  
BRITTNEY HOGAN, INTERIM FINANCE DIRECTOR

**SUBJECT: HEALTH INSURANCE PLAN RECOMMENDATIONS FOR FYE 2025**

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**BACKGROUND**

We have received and reviewed the medical, dental and vision insurance plan options available to the City for the fiscal year beginning October 1, 2024, as offered by BCBS through TX Health Benefits Pool. (*see Attachment 1*)

We have calculated that the 2024-25 Renewal rate for the exact same coverage and employee/city split currently offered would increase the City's cost by \$135,416 or 14%. Overall, the trend for the City's contribution for health insurance costs has risen over 40% from \$728,040 in fiscal year 2020 to a projected \$1,024,650 for fiscal year 2025 (or \$1,069,590 if the employee split remains the same). We will continue to monitor changes in plan designs to minimize rising costs to the City, and are working with TML to increase employee awareness of healthy life style choices and preventative medicine practices.

After reviewing the four options offered, we are recommending council select Option 1. The only difference in Option 1 and the current medical plan is that the maximum Out of Pocket (OOP) expense will increase from \$6,000/year to \$9,000/year. Only 12 members met the \$4,000 OOP last year and only 7 members have met the \$6,000 OOP this year. All other benefits remain the same including deductibles and co-pay amounts.

Selecting Option 1 and maintaining the same City/Employee payment split that has been in place since at least 2018/19, the increase cost to the City would be \$105,438. Note that the City has been absorbing all medical insurance premium increases over the past at least 6 years. (*see Attachment 3*)

After reviewing options with the Finance Committee, it was recommended that we adjust the percentages of the premium cost that the employees pay such that this \$105K increase is split with the employees. We are recommending that the percentage split is adjusted to be closer to what it was 5 and 6 years ago. Doing so will reduce the increased cost to the City to \$60,498 (a savings of \$44,940). (*see Attachment 2*).

**RECOMMENDATIONS**

TML Option No. 1: Only Change to plan coverage proposed is as follows:

- The Out-of-Pocket (OOP) Maximum will increase from \$6,000 to \$9,000.

Changes recommended to the Employee Contribution per month:

- Employee Only (15%) = +\$30.00 (\$360 annually) compare County rates: \$147/mo
- Employee + children (20%) = +\$45.00 (\$540 annually) compare County rates: \$766/mo
- Employee + Spouse (20%) = +\$55.00 (\$660 annually) compare County rates: \$988/mo
- Employee + Family (16%) = + \$70.00 (\$840 annually) compare County rates: \$1510/mo

*Note: the percentage splits in 2018/19 and 2019/20 were 15%, 22% 22%, and 17% respectively.*

There were no changes or price increases to the dental plan for fiscal year 2025. The vision coverage costs increased by \$32.04 with no plan changes recommended.

Staff recommends the approval of BCBSTX Option 1 as offered by TX Health Benefits Pool, with the employee contribution as presented, with continued coverage of the same plans for dental and vision.

Attachments:

1. TX Health Benefits Pool Medical Cost Project Member Options for FY 24-25
2. Health Insurance Cost Comparison of Maintaining same employee contribution vs adjust % for employee to share in cost increase
3. Health Insurance Rate/cost Comparison 2018/19 thru 2024/25



MEDICAL COST PROJECTION  
 Port Lavaca - PPORTLA1  
 06/02/24  
 MEMBER OPTION

6/2/2024 2..

12% Increase

Current Plan	2023-2024 Current Rates	2024-2025 New Rates
	Copay-2500-6K ER 80% / 50% PPO \$2,500 In Ded \$5,000 Out Ded \$6,000 In OOP \$0 Tela Health Copay \$30 OV/\$60 SP/\$75 UC/\$500 ER Copay DAW1&2 Rx Plan	Copay-2500-6K ER 80% / 50% PPO \$2,500 In Ded \$5,000 Out Ded \$6,000 In OOP \$0 Tela Health Copay \$30 OV/\$60 SP/\$75 UC/\$500 ER Copay DAW1&2 Rx Plan
EE	\$666.34	\$746.30
EE + Spouse	\$1,352.72	\$1,515.06
EE + Child(ren)	\$1,172.82	\$1,313.56
EE + Family	\$1,965.74	\$2,201.64

New Plan Options  
 2024-2025

EE  
 EE + Spouse  
 EE + Child(ren)  
 EE + Family

**Option 1**  
 9.34% Increase  
 Copay-2500-9K ER  
 80% / 50%  
 PPO (copay)  
 \$2,500 In Ded  
 \$5,000 Out Ded  
 \$9,000 In OOP  
 \$0 Tela Health Copay  
 \$30 OV/\$60 SP/\$75 UC/\$500 ER Copay  
 DAW1&2 Rx Plan

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\$728.60  
 \$1,479.12  
 \$1,282.40  
 \$2,149.42

**Option 1**

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Signature / Date

**Option 2**  
 10.39% Increase  
 Copay-3K-6K ER  
 80% / 50%  
 PPO (copay)  
 \$3,000 In Ded  
 \$6,000 Out Ded  
 \$6,000 In OOP  
 \$0 Tela Health Copay  
 \$30 OV/\$60 SP/\$75 UC/\$500 ER Copay  
 DAW1&2 Rx Plan

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\$735.60  
 \$1,493.34  
 \$1,294.72  
 \$2,170.06

**Option 2**

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Signature / Date

**Option 3**  
 9.11% Increase  
 Copay-3K-7K ER  
 80% / 50%  
 PPO (copay)  
 \$3,000 In Ded  
 \$6,000 Out Ded  
 \$7,000 In OOP  
 \$0 Tela Health Copay  
 \$30 OV/\$60 SP/\$75 UC/\$500 ER Copay  
 DAW1&2 Rx Plan

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\$727.04  
 \$1,475.96  
 \$1,279.66  
 \$2,144.82

**Option 3**

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Signature / Date

**Option 4**  
 7.39% Increase  
 Copay-3K-9K ER  
 80% / 50%  
 PPO (copay)  
 \$3,000 In Ded  
 \$6,000 Out Ded  
 \$9,000 In OOP  
 \$0 Tela Health Copay  
 \$30 OV/\$60 SP/\$75 UC/\$500 ER Copay  
 DAW1&2 Rx Plan

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\$715.56  
 \$1,452.66  
 \$1,259.46  
 \$2,110.94

**Option 4**

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Signature / Date

Please sign & date option chosen:

THIS DOES NOT COMPLETE THE RERATE PROCESS. YOU WILL NEED TO SIGN THE MEMBER OPTION AND RETURN TO YOUR MARKETING CONTACT BY 06/18/2024.

THEN A NEW RERATE NOTICE WILL BE GENERATED AND MAILED TO YOU. THE RERATE SHEET MUST BE SIGNED AND RECEIVED IN AUSTIN BY 07/01/2024 FOR THE NEW BENEFITS AND RATES TO BE EFFECTIVE FOR 10/01/2024.

The information contained in this option includes proprietary information that should not be shared with other competitors or used to circumvent the requirements of Texas Competitive Bidding laws.

**CITY OF PORT LAVACA**  
**HEALTH INSURANCE COST COMPARISON: MAINTAINING SAME EMPLOYEE COST SPLIT VS. ADJUST % FOR EMPLOYEE TO SHARE COST**

RATES FOR 2023/24 FISCAL YEAR (Deductible \$2500 ; \$6K OOP)														
Medical Insurance	Cost	Employee Contribution			Paid by City		Increase Pd by employee	Increase Pd by City	Annual Employee Increase (each)	Increase to City Annualized	# Employees	Annual cost to City	Annual cost to employees	
Employee Only	\$ 666.34	\$ 80.00	\$ 40.00	12%	\$ 586.34	88%	\$0.00	\$ 39.02	\$ -	\$ 20,602.56	44	309,587.52	42,240	
Employee + Spouse	\$ 1,352.72	\$ 240.00	\$ 120.00	18%	\$ 1,112.72	82%	\$0.00	\$ 79.20	\$ -	\$ 10,454.40	11	146,879.04	31,680	
Employee + children	\$ 1,172.82	\$ 210.00	\$ 105.00	18%	\$ 962.82	82%	\$0.00	\$ 68.68	\$ -	\$ 11,538.24	14	161,753.76	35,280	
Employee + Family	\$ 1,965.74	\$ 270.00	\$ 135.00	14%	\$ 1,695.74	86%	\$0.00	\$ 115.10	\$ -	\$ 23,480.40	17	345,930.96	55,080	
										\$ 66,075.60		964,151.28	164,280	
												85%	15%	
NEW RATES FOR 2024/25 FISCAL YEAR (Option 1 -Deductible \$2500 ; \$9K OOP)														
Option A: MAINTAINING SAME EMPLOYEE CONTRIBUTION														
Medical Insurance	Cost	Employee Contribution			Paid by City		Increase Pd by employee	Increase Pd by City	Annual Employee Increase (each)	Increase to City Annualized	# Employees	Annual cost to City	Annual cost to employees	
Employee Only	\$ 728.60	\$ 80.00	\$ 40.00	11%	\$ 648.60	89%	\$0.00	\$ 62.26	\$ -	\$ 32,873.28	44	342,460.80	42,240.00	
Employee + Spouse	\$ 1,479.12	\$ 240.00	\$ 120.00	16%	\$ 1,239.12	84%	\$0.00	\$ 126.40	\$ -	\$ 16,684.80	11	163,563.84	31,680.00	
Employee + children	\$ 1,282.40	\$ 210.00	\$ 105.00	16%	\$ 1,072.40	84%	\$0.00	\$ 109.58	\$ -	\$ 18,409.44	14	180,163.20	35,280.00	
Employee + Family	\$ 2,149.42	\$ 270.00	\$ 135.00	13%	\$ 1,879.42	87%	\$0.00	\$ 183.68	\$ -	\$ 37,470.72	17	383,401.68	55,080.00	
										\$ 105,438.24		1,069,589.52	164,280.00	
												87%	13%	
Option B: ADJUST PERCENTAGE OF EMPLOYEE CONTRIBUTION TO NEAR WHAT THEY WERE FIVE YEARS AGO														
Medical Insurance	Cost	Employee Contribution			Paid by City		Increase Pd by employee	Increase Pd by City	Annual Employee Increase (each)	Increase to City Annualized	# Employees	Annual cost to City	Annual cost to employees	
Employee Only	\$ 728.60	\$ 110.00	\$ 55.00	15%	\$ 618.60	85%	\$ 30.00	\$ 32.26	\$ 360.00	\$ 17,033.28	44	326,621	58,080	
Employee + Spouse	\$ 1,479.12	\$ 295.00	\$ 147.50	20%	\$ 1,184.12	80%	\$ 55.00	\$ 71.40	\$ 660.00	\$ 9,424.80	11	156,304	38,940	
Employee + children	\$ 1,282.40	\$ 255.00	\$ 127.50	20%	\$ 1,027.40	80%	\$ 45.00	\$ 64.58	\$ 540.00	\$ 10,849.44	14	172,603	42,840	
Employee + Family	\$ 2,149.42	\$ 340.00	\$ 170.00	16%	\$ 1,809.42	84%	\$ 70.00	\$ 113.68	\$ 840.00	\$ 23,190.72	17	369,122	69,360	
SAVINGS TO CITY over maintaining same employee contribution amounts = \$44,940										\$ 60,498.24		86	1,024,650	209,220
												83%	17%	

Increase to City's Budget  
2.46% above FY 2022/23

Increase to City's Budget  
10.94%

Increase to City's Budget  
6.27%



**CITY OF PORT LAVACA  
HEALTH INSURANCE RATE/COST COMPARISONS  
2018/19 - 2024/25**

2018/19 FISCAL YEAR						
Medical Insurance	Cost	Employee Contribution			Paid by City	
Employee Only	\$ 565.46	\$ 80.00		15%	\$ 485.46	85%
Employee + Spouse	\$ 1,559.86	\$ 240.00		22%	\$ 1,319.86	78%
Employee + children	\$ 1,071.86	\$ 210.00		22%	\$ 861.86	78%
Employee + Family	\$ 1,843.62	\$ 270.00		17%	\$ 1,573.62	83%

2019/20 FISCAL YEAR						
Medical Insurance	Cost	Employee Contribution			Paid by City	
Employee Only	\$ 542.84	\$ 80.00		15%	\$ 462.84	85%
Employee + Spouse	\$ 1,101.98	\$ 240.00		22%	\$ 861.98	78%
Employee + children	\$ 955.40	\$ 210.00		22%	\$ 745.40	78%
Employee + Family	\$ 1,601.38	\$ 270.00		17%	\$ 1,331.38	83%

2020/21 FISCAL YEAR						
Medical Insurance	Cost	Employee Contribution			Paid by City	
Employee Only	\$ 569.98	\$ 80.00		14%	\$ 489.98	86%
Employee + Spouse	\$ 1,157.08	\$ 240.00		21%	\$ 917.08	79%
Employee + children	\$ 1,003.18	\$ 210.00		21%	\$ 793.18	79%
Employee + Family	\$ 1,681.46	\$ 270.00		16%	\$ 1,411.46	84%

RATES FOR 2021/22 FISCAL YEAR						
Medical Insurance	Cost	Employee Contribution			Paid by City	
Employee Only	\$ 582.82	\$ 80.00		14%	\$ 502.82	86%
Employee + Spouse	\$ 1,183.16	\$ 240.00		20%	\$ 943.16	80%
Employee + children	\$ 1,025.80	\$ 210.00		20%	\$ 815.80	80%
Employee + Family	\$ 1,719.36	\$ 270.00		16%	\$ 1,449.36	84%

RATES FOR 2022/23 FISCAL YEAR (Deductible - 750 - 4K OOP)						
Medical Insurance	Cost	Employee Contribution			Paid by City	
Employee Only	\$ 627.32	\$ 80.00		13%	\$ 547.32	87%
Employee + Spouse	\$ 1,273.52	\$ 240.00		19%	\$ 1,033.52	81%
Employee + children	\$ 1,104.14	\$ 210.00		19%	\$ 894.14	81%
Employee + Family	\$ 1,850.64	\$ 270.00		15%	\$ 1,580.64	85%
RATES FOR 2023/24 FISCAL YEAR (Deductible - 2500 - 6K OOP)						
Medical Insurance	Cost	Employee Contribution			Paid by City	
		<i>per Mo.</i>	<i>per pay period</i>			
Employee Only	\$ 666.34	\$ 80.00	\$ 40.00	12%	\$ 586.34	88%
Employee + Spouse	\$ 1,352.72	\$ 240.00	\$ 120.00	18%	\$ 1,112.72	82%
Employee + children	\$ 1,172.82	\$ 210.00	\$ 105.00	18%	\$ 962.82	82%
Employee + Family	\$ 1,965.74	\$ 270.00	\$ 135.00	14%	\$ 1,695.74	86%
NEW RATES FOR 2024/25 FISCAL YEAR (Option 1 -Deductible - 2500-9K OOP)						
Option A: MAINTAINING SAME CONTRIBUTION						
Medical Insurance	Cost	Employee Contribution			Paid by City	
		<i>per Mo.</i>	<i>per pay period</i>			
Employee Only	\$ 728.60	\$ 80.00	\$ 40.00	11%	\$ 648.60	89%
Employee + Spouse	\$ 1,479.12	\$ 240.00	\$ 120.00	16%	\$ 1,239.12	84%
Employee + children	\$ 1,282.40	\$ 210.00	\$ 105.00	16%	\$ 1,072.40	84%
Employee + Family	\$ 2,149.42	\$ 270.00	\$ 135.00	13%	\$ 1,879.42	87%
PROPOSED OPTION B: BALANCING PERCENTAGES TO WHAT THEY WERE FIVE YEARS AGO						
Medical Insurance	Cost	Employee Contribution			Paid by City	
		<i>per Mo.</i>	<i>per Pay Period</i>			
Employee Only	\$ 728.60	\$ 110.00	\$ 55.00	15%	\$ 618.60	85%
Employee + Spouse	\$ 1,479.12	\$ 295.00	\$ 147.50	20%	\$ 1,184.12	80%
Employee + children	\$ 1,282.40	\$ 255.00	\$ 127.50	20%	\$ 1,027.40	80%
Employee + Family	\$ 2,149.42	\$ 340.00	\$ 170.00	16%	\$ 1,809.42	84%

# COMMUNICATION

**SUBJECT:** Consider amendment to agreement with consultant Susan Lang to extend contract and authorize expenditures under the contract greater than \$25,000. Presenter is Brittney Hogan

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## INFORMATION:

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**CITY OF PORT LAVACA**

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**COUNCIL MEETING: JUNE 24, 2024**

**DATE:** 06.19.2024

**TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS

**FROM:** JODY WEAVER, INTERIM CITY MANAGER

**SUBJECT:** AMENDMENT TO CONSULTANT SUSAN LANG'S CONTRACT

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**BACKGROUND:**

Until very recently, we had been advertising (beginning when Susan Lang submitted her letter of resignation last September) for a new Finance Director on TML and other places. To date we have received no applicants with any municipal finance experience. As I reported in my March update report to Council, I contracted with Susan Lang to assist Brittney, as the Acting Finance Director, on an as needed hourly basis with the Audit and other training and education she might need as we headed into budget season. The contract was for 6 months, ending on July 26 and Not to exceed \$25,000.

After Brittney and I discussed this with the Finance Committee last week, I am requesting authorization from Council to extend this consulting contract to September 30 and increase the Not to exceed amount by \$11,000. This will make Susan's expertise on the City's current budget available to Brittney as we work to prepare a balanced budget to present to Council this summer.

I would like to include that Brittney and her staff have been doing an excellent job even with one position short. Brittney and Reyanne both received the required Public Funds Investment Act training in December. Brittney has a bachelor's degree in business administration and will receive certification as a Government Finance Officer with the passing of the last of 5 tests required. (i.e. she has already passed 4). I have found her to be extremely detail oriented, conscientious and has many ideas to improve, streamline operations and save the city money. As of April 1, I transitioned her from Acting Finance Director to Interim Finance Director. At this time my intention is to make her the Finance Director effective October 1 with the new fiscal year. At that point (and probably much sooner) her training/consulting hours with Susan Lang will be completed and she will have performed a full year of finance director duties and, as evidenced by her actions so far, very effectively.

**RECOMMENDATIONS:**

**Approve the amended Consultant Agreement dated 6.24.2024**

**ATTACHMENTS:**

- *Amended Consultant Agreement*
- *Consultant Agreement dated 1/26/2024*

## Amended Consultant Agreement

This Consultant Agreement (the “Agreement”) is dated 06/24/2024, by and between the City of Port Lavaca, Texas (the “City”) and Susan Lang, (the “Consultant”).

**Whereas** the City desires to retain consulting services to provide training and education to the acting or incoming Financial Director;

**Whereas** the Consultant has expertise and significant prior experience in the area of the City’s business;

**Whereas** the City, having utilized the services, now wishes to amend the original agreement dated 1/26/2024 by extending the Term and increasing the Maximum Payment; and

**Whereas** the City wishes to use the consulting services of the Consultant, and the Consultant is willing to provide their services to the City, as hereinafter amended;

**Now Therefore**, in consideration of the mutual terms, conditions, and covenants hereinafter set forth, the City and the Consultant hereby agree as follows:

### Article V

#### Term, Termination and Assignment

5.1 **Term.** This Agreement is made for a period of six (6) months, beginning on 1/26/2024, subject to the terms and conditions set forth herein and may be renewed or extended for an additional time period term if agreed by the Parties in writing at least thirty (30) days prior to the expiration of the initial term or any renewal or extension term.

a **Extension of Term:** Agreement will expire 9/30/2024, unless renewed or extended at least (30) days prior to expiration.

### Article VI

#### Miscellaneous

6.4 **Maximum Payment under this Agreement.** Amounts payable under this Agreement shall not exceed \$36,000.00. Should it be anticipated that the amount paid to Consultant will exceed that amount, Consultant acknowledges that this Agreement would need to be approved by the City Council of City prior to payment of any amount exceeding \$25,000.00 in one budget and/or calendar year.

**The sections, as amended, along with the original agreement dated 1/26/2024, constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter.**



IN WITNESS WHEREOF this Contract has been executed on the 24<sup>th</sup> day of June, 2024.

CITY OF PORT LAVACA

CONSULTANT

\_\_\_\_\_  
Jack Whitlow, Mayor  
202 North Virginia  
Port Lavaca Texas 77979  
Phone (361) 552-9793 ext. 222

\_\_\_\_\_  
Susan Lang  
P.O. Box 74  
La Ward, Texas 77970  
Phone (281) 330-9150

ATTEST:

\_\_\_\_\_  
Mandy Grant, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Anne Marie Odefey, City Attorney

## Consultant Agreement

This Consultant Agreement (the "Agreement") is dated 01 / 26 / 2024, by and between the City of Port Lavaca, Texas (the "City") and Susan Lang, (the "Consultant").

**Whereas** the City desires to retain consulting services to provide training and education to the acting or incoming Financial Director;

**Whereas** the Consultant has expertise and significant prior experience in the area of the City's business; and

**Whereas** the City wishes to use the consulting services of the Consultant, and the Consultant is willing to provide their services to the City, as hereinafter set forth;

**Now Therefore**, in consideration of the mutual terms, conditions, and covenants hereinafter set forth, the City and the Consultant hereby agree as follows:

### Article I Services

1.1 **Consultant Services.** Consultant shall be available and shall provide for the City professional consulting services in the area of training and education for the incoming finance director ("Consulting Service") as requested. The Consulting Services shall be performable during regular business hours, which are anticipated to be 8:00 a.m. through 5:00 p.m. on Monday through Friday (the "Regular Business Hours"). The Consulting Services do not include any request for services which must be performed outside of Regular Business Hours, e.g. attendance at city council meetings.

1.2 **Duties.** The Consultant shall be available during regular business hours, two (2) days a week, with a maximum of ten (10) hours per week, either at the office or other place designated by the City and acceptable to the Consultant. Consultant shall faithfully and to the best of her ability perform and render such services and perform such duties as may be required by the City.

1.3 **Hours.** The Consultant shall neither be required to maintain regular office hours with the City nor to perform duties in accordance with any formal work schedule. The Consultant shall give reasonable notice to the City of any plans to take vacation which shall render the Consultant unavailable to the City. City has no obligation to provide Consultant a minimum number of hours of work and the work shall be performed upon request by City under the terms of this Agreement.

### Article II Independent Contractor

2.1 **Independent Contractor.** Nothing herein shall be construed to create an employer-employee relationship between the City and the Consultant. The Consultant is an independent contractor and not an employee of the City or any of its subsidiaries or affiliates. The Consultant shall have responsibility for and control over the details and means of performing the Consulting Services and shall be subject to the directions of the City only with respect to the scope and general results required. The Consultant acknowledges and agrees that Consultant is obligated to report as income all compensation received by Consultant pursuant to this Agreement, and Consultant agrees to and acknowledges the obligation to pay all self-employment and other taxes thereon. Furthermore, the City agrees to provide a 1099 to Consultant for the intention of Consultant reporting compensation received from the City.



### Article III Compensation

3.1 **Rate.** In consideration for the Consulting Services to be performed by the Consultant under this Agreement, the City shall pay Consultant at the rate of \$300.00 per hour, invoiced monthly for the time spent on Consulting Services. City shall pay Consultant the amounts due pursuant to submitted invoices within thirty (30) days after such invoices are received by the City.

3.2 **Expenses.** Additionally, the City will pay Consultant as invoiced for the mileage expenses incurred while the Agreement between Consultant and the City is in effect at the then-current IRS reimbursement rate.

3.3 **Premium Services.** In consideration for services performed by the Consultant outside the scope of the Consulting Services under this Agreement, the City will pay Consultant at the rate of \$500.00 per hour.

### Article IV Confidentiality

4.1 **Confidentiality.** Both parties acknowledge that during the course of this Agreement, they may have access to confidential information of the other party. Confidential information includes trade secrets, business plans, financial information, customer lists and any other information identifies as confidential by the disclosing party. The receiving party will use the confidential information solely for the purpose of fulfilling its obligations under this Agreement and, to the extent allowed under state law, will not disclose such information to any third party without prior written consent from the disclosing party.

4.2 **Data Privacy.** The Consultant agrees to comply with all applicable data protection laws and regulations while performing the Consulting Services. The Consultant will implement suitable technical and organizational measure to protect any personal data processed on behalf of the City.

### Article V Term, Termination and Assignment

5.1 **Term.** This Agreement is made for a period of six (6) months, beginning on 01 / 26 / 2024, 2024, subject to the terms and conditions set forth herein and may be renewed or extended for an additional time period term if agreed by the Parties in writing at least thirty (30) days prior to the expiration of the initial term or any renewal or extension term.

5.2 **Breach.** In the event of breach by either party or failure to perform any of its material obligations hereunder, the non-defaulting party will notify such breach or default in writing and may terminate this Agreement by written notice if the defaulting party has not remedied such breach or default within two (2) days of the notification of breach. Such termination shall operate immediately upon receipt by the defaulting party of the termination notice.

5.3 **Termination.** Either party may terminate this Agreement with a prior fourteen (14) day written notice given to the other party. The Termination of this Agreement by the City for any cause shall not give rise to payment of any damages, indemnity, or other amounts, provided, however, that in the event of termination of this Agreement for reasons other than the Consultant's willful misconduct, bad faith, or gross negligence, the Consult shall be entitled to receive the fees earned that are due and payable at the time of such termination.

5.4 **Assignment.** Neither party may assign this Agreement without the consent of the other party. Both parties acknowledge and agree that transactions that do not result in a change of actual control or management shall not be considered on assignment.

5.5 **Notice.** Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States, or international mail properly addressed to the appropriate party at the address set forth below:

City of Port Lavaca  
 Joanna P. Weaver, Interim City Manager  
 202 North Virginia  
 Port Lavaca, Texas 77979  
 Phone: (361) 552-9793  
 Email: [jweaver@portlavaca.org](mailto:jweaver@portlavaca.org)

Susan Lang  
 P.O. Box 74  
 La Ward, Texas 77970  
 Phone: (281) 330-9150  
 Email: [SusanLang319@yahoo.com](mailto:SusanLang319@yahoo.com)

## Article VI Miscellaneous

6.1 **Entire Agreement and Amendments.** This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of the Agreement shall be binding unless in writing and signed by both parties.

6.2 **Binding Effect, Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the Consultant and the City and to the City successors and assigns. Nothing in this Agreement shall be construed to permit the assignment by the Consultant of any of its rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of the City.

6.3 **Governing Law, Severability.** This Agreement shall be governed by the laws of the State of Texas. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision.

6.4 **Maximum Payment under this Agreement.** Amounts payable under this Agreement shall not exceed \$25,000.00. Should it be anticipated that the amount paid to Consultant will exceed that amount, Consultant acknowledges that this Agreement would need to be approved by the City Council of City prior to payment of any amount exceeding \$25,000.00 in one budget and/or calendar year.

**This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter.**

IN WITNESS WHEREOF this Contract has been executed on the \_\_\_ day of 01 / 26 / 2024,  
2024.

CITY OF PORT LAVACA



\_\_\_\_\_  
Joanna P. Weaver, Interim City Manager  
202 North Virginia  
Port Lavaca Texas 77979  
Phone (361) 552-9793 ext. 222

CONSULTANT



\_\_\_\_\_  
Susan Lang  
P.O. Box 74  
La Ward, Texas 77970  
Phone (281) 330-9150

APPROVED AS TO FORM:



\_\_\_\_\_  
Anne Marie Odefey, City Attorney

<b>Title</b>	Final - Consultant Agreement - Lang 24.01.26.pdf
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IP: 173.207.145.178



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**01 / 26 / 2024**

20:37:25 UTC

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