

CITY OF SANDY OAKS, TEXAS

RESOLUTION NO. 2017-71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANDY OAKS, TEXAS APPROVING AN AGREEMENT WITH MARCUS JAHNS & ASSOCIATES FOR CONSULTANT SERVICES.

WHEREAS, the City of Sandy Oaks ("City") is a Type A General Law Municipality incorporated pursuant to the Local Government Code and by an election held on May 14, 2014; and

WHEREAS, as a new municipality, the City is challenged by all the trials and tribulations of the creation of a new organization in addition to all of the complexities provided in the Local Government Code for the establishment, organization, financing and administration of a municipal government; and

WHEREAS, the City Council finds a plan or strategy is essential to the success of the City, including the organization, management and financing of its operations and projects; and

WHEREAS, the City Council has reviewed the Agreement for Consultant Services between Marcus Jahns & Associates and the City attached hereto as Exhibit "A" ("Agreement") and desires to approve the Agreement for the services described therein;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANDY OAKS, TEXAS:

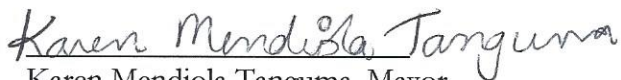
Section 1. Findings. That the City Council finds as true and correct and adopts the findings and recitals set forth in the preamble to this Resolution.

Section 2. Approval and Authorization. The City Council approves the Agreement attached hereto as Exhibit "A" retaining Marcus Jahns & Associates for Consultant Services and authorizes the Mayor to execute such Agreement.

Section 3. Effective Date. This Resolution shall take effect immediately from and after the passage and approval of this Resolution.

PASSED AND APPROVED on this 15th day of June, 2017.

CITY OF SANDY OAKS, TEXAS


Karen Mendiola Tanguma, Mayor

ATTEST:


Charlotte Rabe, City Clerk

AGREEMENT FOR CONSULTANT SERVICES

STATE OF TEXAS §§

COUNTY OF BEXAR §§

This Agreement for Consultant Services ("Agreement") is entered into by and between the City of Sandy Oaks, Texas, a municipal corporation ("City"), and Marcus Jahns & Associates ("Consultant").

I. RECITALS

WHEREAS, the City of Sandy Oaks ("City") is a Type A General Law Municipality with an estimated population of 3,500 and incorporated pursuant to the Local Government Code and by an election held on May 14, 2014; and

WHEREAS, as a new municipality, the City is challenged by all the trials and tribulations of the creation of a new organization in addition to all of the complexities provided in the Local Government Code for the establishment, organization, financing and administration of a municipal government; and

WHEREAS, the City Council finds a plan or strategy is essential to the success of the City, including the organization, management and financing of its operations and projects; and

WHEREAS, the City Council finds the Consultant has the expertise, experience, and personnel necessary to provide the services described herein.

WHEREAS, the City Council wishes to retain Consultant to provide consultation services as described herein and adopted Resolution No. 2017-73 approving this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby conclusively acknowledged, the City and Consultant agree as follows:

II. SCOPE OF SERVICES

Consultant shall assist the City in developing a Business Plan for the organization, operation, management and financing of its municipal government.

Elements of the proposed and resulting Business Plan include:

A) Service Delivery Plan

The Service Delivery Plan will outline a cost-effective strategy or *roadmap* for the delivery of municipal services within the city limits of the City. The Service Delivery Plan would address essential services consistent with Mayor and City Council priorities, conduct a city council workshop open to the public to obtain input on city priorities and concerns regarding the city's service delivery for the next fiscal year, requirements of the Texas Local Government Code and financial constraints of the

City. It would examine alternative methods of providing services including delivery by City forces, inter-local and private sector contracting, mutual aid agreements with surrounding communities and citizen volunteers. Consultant will recommend a cost-effective strategy consistent with community desires and morays.

The services to be examined by Consultant will include:

- Streets and drainage maintenance
- Parks and recreation maintenance
- Municipal buildings and other infrastructure maintenance
- Public safety including police, fire, EMS and City infrastructure security
- Animal control
- Code enforcement
- Municipal Court
- Records management and public information
- Administration and City Council support including human resources, risk management, legal, finance, purchasing and procurement etc.
- Others as may be determined by the Mayor, City Council, citizens of Sandy Oaks or State legal requirements

B) Organization & Staffing

The Consultant will recommend an organizational structure and staffing plan to the City to support City operations and the proposed service delivery strategy to include detailed organization charts and job descriptions of proposed positions such as Maintenance Superintendent, City Clerk, possible City Administrator and other permanent positions as may be required. The approach is to meet the needs of the City and its citizens in the most cost beneficial way possible.

C) Outsourcing and Inter-local Agreements

Consultant will examine and recommend those services and activities for which it is more appropriate and cost-effective to outsource through public or private sources rather than have the City provide them directly with City forces. Existing areas of inter-governmental and private collaboration and cooperation such as health inspections, plat review, police, fire, EMS etc. will be reviewed to determine if they remain appropriate and/or should be enhanced. The use of citizen volunteers and their effectiveness for certain activities will also be evaluated and recommendations developed.

D) Budget Recommendations FY 2017-18

Consultant will assist the Mayor in preparing the proposed budget for FY 2017-18 which incorporates the recommended Business Plan. Consultant will also be available to assist the Mayor and City Council during the budget deliberation process.

III. CONSULTANT'S APPROACH

Consultant may incorporate the following methodology and tasks under this Agreement:

- **Task 1:** Conduct interviews with the Mayor and Alderpersons and City staff including the City Clerk, City Attorney, City Auditor and any other contract employees to determine City priorities and concerns regarding delivery of services and to evaluate the best and cost-effective approaches to City service delivery.
- **Task 2:** Hold City Council workshop open to the public to obtain input on priorities and concerns regarding delivery of services for the next fiscal year.
- **Task 3:** Review all City ordinances, inter-local contracts/agreements and regulations and Texas Local Government Code to assure compliance with appropriate ordinances, codes and State statutes.
- **Task 4:** Explore opportunities for inter-local governmental collaboration and cooperation with the State of Texas, Bexar and Wilson Counties, neighboring municipalities and utility companies.
- **Task 5:** Prepare a draft report outlining proposed service delivery strategies for inclusion in the final Business Plan for review and comment by the Mayor and City Council.
- **Task 6:** Assist the Mayor to incorporate recommendations regarding service delivery strategies into the Proposed FY 2017-18 Budget.
- **Task 7:** Assist Mayor and City Council with budget deliberations. The Consultant would be available during budget hearings and City Council work sessions.
- **Task 8:** Finalize and publish the City's Business Plan in accordance with City Council approved appropriations for various services included in the FY 2017-18 Adopted Budget.

IV.

CONTRACT ADMINISTRATION

The Mayor is the administrator of this Agreement on behalf of the City. Consultant shall provide services under the direction of the Mayor with consultation by City Council.

V.

DUTY TO INFORM CITY

The Consultant agrees to present monthly status reports to the City Council regarding the scope of services and duties under this Agreement.

If during the term of this Agreement, Consultant determines any change is necessary for its performance under this Agreement, Consultant shall immediately advise the City in writing of any anticipated change in the scope of services, fees and expense, and/or term and obtain the City Council's approval of such change prior to making such changes.

VI.

TERM, FEES AND EXPENSES

This Agreement shall have a term of beginning June 19, 2017 through September 30, 2017. The Agreement may be cancelled by either party upon 15 days' notice. Unless otherwise terminated, this Agreement shall be effective until completion of the Scope of Services or September 30, 2017, whichever is earlier.

For Consultant Services, the City shall pay a monthly retainer of \$3,000 per month, not to exceed a total of \$10,500 for the term of the Agreement, plus mileage (at the Federal reimbursement rate of 53.5 cents per mile) as well as other out-of-pocket expenses incurred for City business to be approved by Council.

Consultant agrees to submit invoices payable on the 15th of each month beginning with the month of July 2017. Every invoice shall be subject to approval by the City Council. Each invoice from Consultant shall describe the work performed during the invoice period and proof of mileage and expenses with each invoice. The City shall have the option to reevaluate whether the value to the City is reflected by the compensation and reserves the option to change the compensation during the term of this Agreement.

Upon request of the Mayor and Council the Consultant may also be available to provide coaching and advice on day-to-day administrative issues for an additional fee as time and City budget permit.

VII. NOTICES

Notices to the parties shall be directed as follows:

To the City: Karen Mendiola Tanguma, Mayor
ktanguma@cityofsandyoaks.com
Douglas Tomasini, Mayor Pro Tem
dtomasini@cityofsandyoaks.com
City of Sandy Oaks
P.O. Box 828
Sandy Oaks, Texas 78112

cc: City Clerk
cityclerk@cityofsandyoaks.com

To Consultant: Marcus Jahns & Associates

SIGNED

VIII. MISCELLANEOUS

Any emails between Consultant and Mayor should include the Mayor Pro Tem with a carbon copy to the City Clerk at the email addresses provided above.

This Agreement constitutes the full and complete agreement of the parties. Any future amendment of this Agreement shall be in writing and shall require the written consent of both parties.

This agreement is governed by and is to be construed and enforced in accordance with the laws of the State of Texas and of the United States.

The parties agree and consent to the jurisdiction of and venue in the District Courts of Bexar County, Texas, and of the United States District Court for the Southern District of Texas and acknowledge that such courts shall constitute proper and convenient forums for the resolution of any actions among the parties with respect to the subject matter hereof. The parties further agree that such courts shall be the exclusive forums for the resolution of any actions among the parties with respect to the subject matter hereof.

EXECUTED in duplicate originals to be effective on the 19th day of June, 2017.

SIGNED

Karen Mendiola Tanguma, Mayor
City of Sandy Oaks, Texas

Karen Mendiola Tanguma

SIGNED

Marcus Jahns
Jahns & Associates

Attest: SIGNED

Charlotte Rabe, City Clerk