

CITY OF FAIR OAKS RANCH
STANDARD PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
KENDALL COUNTY §

This Professional Services Agreement (“Agreement”) is made and entered by and between the City of Fair Oaks Ranch, Texas, (the “City”) a Texas municipality, and The Mejorando Group. (“Professional”).

Section 1. Duration. This Agreement shall become effective upon execution by the City and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

Section 2. Scope of Work.

(A) Professional shall perform the Services as more particularly described in the Scope of Work attached hereto as Exhibit “A”. The work as described in the Scope of Work constitutes the “Project”. Unless otherwise provided in the Scope of Work, the anticipated submittal of all Project deliverables is immediately upon completion of the Project.

(B) The Quality of Services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by competent Professionals practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional holding the same professional license.

(C) The Professional shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

(D) The Professional may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation.

(A) The Professional shall be paid in the manner set forth in Exhibit “B’ and as provided herein.

(B) *Billing Period:* The Professional may submit monthly, or less frequently, an invoice for payment based on the estimated completion of the described tasks and approved work schedule. Subject to Chapter 2251, Texas Government Code (the "Prompt Payment Act"), payment is due within thirty (30) days of the City's receipt of the Professional's invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.

(C) *Reimbursable Expenses:* Any and all reimbursable expenses related to the Project shall be included in the scope of services (Exhibit A) and accounted for in the total contract amount in Exhibit "B". If these items are not specifically accounted for in Exhibit A they shall be considered subsidiary to the total contract amount.

Section 4. Changes to the Project Work; Additional Work.

(A) *Changes to Work:* Professional shall make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work. If the City finds it necessary to make changes to previously satisfactorily completed work or parts thereof, the Professional shall make such revisions if requested and as directed by the City and such services will be considered as additional work and paid for as specified under following paragraph.

(B) *Additional Work:* The City retains the right to make changes to the Scope of Work at any time by a written order. Work that is clearly not within the general description of the Scope of Work and does not otherwise constitute special services under this Agreement must be approved in writing by the City by supplemental agreement before the additional work is undertaken by the Professional. If the Professional is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Work governing the project and therefore constitutes additional work, the Professional shall promptly notify the City of that opinion, in writing. If the City agrees that such work does constitute additional work, then the City and the Professional shall execute a supplemental agreement for the additional work and the City shall compensate the Professional for the additional work on the basis of the rates contained in the Scope of Work. If the changes deduct from the extent of the Scope of Work, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. Any work undertaken by Professional not previously approved as additional work shall be at risk of the Professional.

Section 5. Time of Completion.

The prompt completion of the services under the Scope of Work is critical to the City. Unnecessary delays in providing services under a Scope of Work shall be grounds for dismissal of the Professional and termination of this Agreement without any or further liability

to the City other than a prorated payment for necessary, timely, and conforming work done by Professional prior to the time of termination. The Scope of Work shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Professional shall have completed all tasks and services described in the Scope of Work. For this project the Anticipated Schedule for Completion is attached as Exhibit C.

Section 6. Insurance.

Before commencing work under this Agreement, Professional shall obtain and maintain the liability insurance provided for in attached Exhibit D throughout the term of this Agreement and thereafter as required herein.

In addition to the insurance provided for in Exhibit D, Professional shall maintain the following limits and types of insurance:

Professional Liability Insurance: professional errors and omissions liability insurance with limits of liability not less than \$1,000,000 per occurrence covering all work performed by the Professional, its employees, sub-contractors, or independent contractors. If this coverage can only be obtained on a "claims made" basis, the certificate of insurance must clearly state coverage is on a "claims made" basis and coverage must remain in effect for at least two years after final payment with the Professional continuing to furnish the City certificates of insurance.

Workers Compensation Insurance: The Professional shall carry and maintain during the term of this Agreement, workers compensation and employers liability insurance meeting the requirements of the State of Texas on all the Professional's employees carrying out the work involved in this contract.

General Liability Insurance: The Professional shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Professional or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

Automobile Liability Insurance: Professional shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence.

Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Professional or its employees.

Subcontractor: In the case of any work sublet, the Professional shall require subcontractor and independent contractors working under the direction of either the Professional or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Professional.

Qualifying Insurance: The insurance required by this Agreement shall be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B+" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form.

Evidence of such insurance shall be attached as Exhibit "E".

Section 7. Miscellaneous Provisions.

(A) *Subletting.* The Professional shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor.

(B) *Ownership of Documents.* Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by the City shall be delivered to and become the property of the City. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available, upon request, to the City without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE CITY OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE CITY'S SOLE RISK AND WITHOUT LIABILITY TO THE PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to the City but shall grant to the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at Professional's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement.

(C) *Professional's Seal.* To the extent that the Professional has a professional seal it shall

placed on all documents and data furnished by the Professional to the City. All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the Professional's industry. The plans, specifications and data provided by Professional shall be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by the City and Professional. The City acknowledges that Professional has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by the Professional are for informational purposes only and are not guarantees.

(D) *Compliance with Laws.* The Professional shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Professional shall furnish the City with satisfactory proof of compliance.

(E) *Independent Contractor.* Professional acknowledges that Professional is an independent contractor of the City and is not an employee, agent, official or representative of the City. Professional shall not represent, either expressly or through implication, that Professional is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Professional.

(F) *Non-Collusion.* Professional represents and warrants that Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Professional further agrees that Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the services performed by Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Professional, Professional shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Professional under or pursuant to this Agreement.

(G) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of

materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

(H) In the case of any conflicts between the terms of this Agreement and wording contained within the Scope of Services, this Agreement shall govern. The Scope of Services is intended to detail the technical scope of services, fee schedule, and contract time only and shall not dictate Agreement terms.

Section 8. Termination.

(A) This Agreement may be terminated:

(1) By the mutual agreement and consent of both Professional and City;

(2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;

(3) By the City, immediately upon notice in writing to the Professional, as consequence of the failure of Professional to perform the services contemplated by this Agreement in a timely or satisfactory manner;

(4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Professional.

(B) If the City terminates this Agreement pursuant to Section 5 or subsection 8(A)(2) or (3), above, the Professional shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Professional considering the actual costs incurred by the Professional in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Professional to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of

termination. In the event of termination that is not the fault of the Professional, the Professional shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

Section 9. Indemnification. Professional shall indemnify, defend and hold harmless the City of Fair Oaks Ranch, Texas and its officials, employees and agents (collectively referred to as “Indemnitees”) and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney’s fees) or liabilities (collectively referred to as “Liabilities”) by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by Professional or Professional’s agent, consultant under contract, or another entity over which Professional exercises control (whether active or passive) of Professional or its employees, agents or sub-contractors (collectively referred to as “Professional”) (ii) the failure of Professional to comply with any of the paragraphs herein or the failure of Professional to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Professional expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of Professional, or any of its sub-contractors, as provided above, for which Professional’s liability to such employee or former employee would otherwise be limited to payments under State Workers’ Compensation or similar laws. Nothing herein shall require Professional to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee’s own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Professional in performing Services under this Agreement.

For Professional Liability Claims, Professional shall be liable for reasonable defense costs incurred by Indemnitees but only after final adjudication and to the extent and percent that Professional or Professional’s agents are found negligent or otherwise at fault. As used in this Agreement, final adjudication includes any negotiated settlement and release of claims, without limitation as to when a negotiated settlement and release of claims occurs.

Section 10. Notices. Any notice required or desired to be given from one party to the other

party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 11. No Assignment. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 12. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 13. Waiver. Either City or the Professional shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 14. Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Kendall County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Kendall County, Texas.

Section 15. Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 16. Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 17. Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 19. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 20. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Section 21. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

Section 22. Right To Audit. City shall have the right to examine and audit the books and records of Professional with regards to the work described in Exhibit A, or any subsequent changes, at any reasonable time. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

23. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which

notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

24. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

25. Boycott Israel. The City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas government code chapter 2270) by entering this agreement, Professional verifies that it does not Boycott Israel, and agrees that during the term of the agreement will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.

26. Energy Company Boycotts. Professional represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Professional shall promptly notify City.

27. Firearm Entities and Trade Association Discrimination. Professional verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Professional shall promptly notify City.

EXECUTED, by the City on _____.

CITY:

By: _____

Name: Scott M. Huizenga

Title: City Manager

ADDRESS FOR NOTICE:

CITY

City of Fair Oaks Ranch
Attn: City Secretary
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015

PROFESSIONAL:

By: _____

Name:

Title: _____

PROFESSIONAL

The Mejorando Group
Attn: Patrick Ibarra
13 Muirfield Road
Cumberland, ME 04021

**EXHIBIT A
SCOPE OF SERVICES**

6. Long-Term Relationship Building: Rather than a one-time engagement, we often build ongoing relationships with local governments (and count many cities as repeat clients), helping them:

- Monitor progress.
- Update their plans over time.
- Coach leadership through change management.

Increasingly, local governments are reconsidering their approach to strategic planning by referencing the following shift in mindset:

| Old Mindset | Modern Mindset |
|---|---|
| <ul style="list-style-type: none"> • Adoption of the plan is strategy. • Deficit closing strategy. • Change is dangerous. • An event. • Wish list – the longer the better. • Arithmetic - sequential • Assumption that existing advantages will persist. • Community is static. • Conversations that reinforce existing perspectives. • Precise but slow. • Prediction oriented. • Extending a trajectory | <ul style="list-style-type: none"> • Execution of the strategy. • Capitalize on strengths. • Stability is dangerous. • A process. • Prioritize list – less is more. • Calculus – lots of moving parts. • Assumption that existing advantages will come under pressure. • Community is dynamic. • Conversations that candidly question the status quo. • Fast and roughly right • Discovery driven. • Promoting continual shifts |

Strategic thinking requires looking forward critically at how future events could potentially impact the community and how the community's leaders should prepare for and address future challenges when they occur. In short, you want to change *before* you have to instead *because* you have to.

3. Work Plan

The Mejorando Group is uniquely qualified to provide professional facilitation services for the City of Fair Oaks Ranch. Our approach and accompanying work plan in developing the strategic plan satisfies the criteria by which successful strategic planning efforts are evaluated, and the City is seeking:

- Evaluates current conditions to identify opportunities to maximize and potential issues to mitigate.
- Leads to action that is both innovative and effective.
- It is an inclusive, participatory process (including obtaining input from citizens) in which elected officials and City staff take on a shared ownership role.
- Reaffirms Vision and Mission statements.
- Goals for the time frame identified.

- Measurable objectives for each goal.
- Implementation plan that includes timelines and group or individual assignments.

Our **Work Plan/Methodology** is comprised of Five Phases:



1. Engage – Initiate Process

- Initiate Project:** The Mejorando Group will begin with a meeting with the City Manager to ensure that we have a clear understanding of the objectives. During this meeting the work plan and schedule will be finalized. A determination will also be made about the specific role the City Council will have throughout the process. Included in the RFP is to convene the governing body on at least three separate occasions. What we have discovered that works well with cities is to convene the Mayor and Council for a kickoff meeting at the inception of the project, provide them periodic status updates as the project ensues and then have the draft Strategic Plan presented to them for their review and discussion offering them the opportunity to “scrub it” and make any necessary changes before adoption.
- Role of the Mejorando Group.** We are experts at striking a healthy balance between our two roles: content and process. Based on our in-depth experience in local government and our extensive record of consulting with governments we will provide substantive content to City leaders as they seek practical and imaginative solutions (i.e., content) to embed in the Strategic Plan. In regard to the process, we are well-versed in all facets of strategic planning including effective ways to guide groups through the various phases and facilitating meetings of both internal and external stakeholders and preparing summaries for review leading to the adoption of an overall Strategic Plan.

Based on the specific strategic planning needs of the City of Fair Oaks Ranch and the scope of work, a high-quality team of seasoned consultants would be assembled. This team will be led by Patrick Ibarra and include Kim Newcomer of Slate Communications.

Kim combines a deep background in local government communications and marketing with expertise in designing contemporary approaches to strategic planning for municipalities.

Bringing complimentary expertise, Patrick Ibarra's focus on leadership effectiveness, organizational transformation, skillful facilitation skills and modern community building, paired with Kim Newcomer's expertise in shaping the public image and communication strategies of the organizations they serve.

While Patrick handles client relations, project management and facilitation services, Kim provides the marketing services segment focused on targeted community outreach strategies including use of social media channels and the design of print materials, specifically the layout of the final Strategic Plan document.

- c) **Creation of Steering Committee (SC) - optional.** Steering Committees are beneficial in ensuring the timely creation of a Strategic Plan. Most recently, with the cities of Bismarck (ND), Lake Forest (IL) and Mooresville (NC), a select group of both elected and appointed officials comprised their respective SCs. A discussion with the City Manager will take place about the value of the Steering Committee brings to the Strategic Planning process.

2. Enlist - Obtain Input

A Launch/Kick-Off Meeting with Mayor Maxton and City Council and members of the City's Executive Leadership Team will be held. The purpose of this kick-off meeting is to enlist the participation of these key stakeholders in the strategic planning process.

Essential to ensure the content of the Strategic Planning process is aligned with the expectations of the governing body, **individual interviews/meeting** will be held with each member. The purpose of each one-on-one meeting is to elicit their perspectives about a variety of issues that will/may serve as the focus of the strategic planning process, specifically their expectations and opinions about what he/she would like to be accomplished.

The same process – interview(s) - will be replicated with the City Manager, Assistant City Managers, and department directors - to obtain their perspective about a variety of issues that will/may serve as the focus of the strategic planning process. Interviews with key stakeholders will reveal opinions, facts, experiences, beliefs, history, and more. Most important, interviews reveal what members are concerned about. Evoking, addressing, and highlighting these concerns is a requirement for strategic planning to be effective. Specific questions may include:

- What are the desired outcomes from pursuing the creation of a Strategic Plan?
- What are the Strengths and Opportunities for improvement?
- What community-related topics/subjects need to be addressed in the near, short- and long-term?
- How will success of this process affect the organization and community?
- What do you want to achieve the end of the advance/retreat?

Relying on the “participation breeds commitment” approach the intent is for each elected official and City executive to “have skin in the game” about the success of the actual strategic planning

process. In addition, employee focus group meetings will be held to obtain input from those who serve on the frontlines and mid-management roles as their perspectives are extremely valuable in crafting a modern and realistic Strategic Plan.

Community involvement and stakeholder engagement are critical to developing an effective Strategic Plan. An understanding of community priorities, challenges, needs, and concerns provides the necessary foundation to ensure all segments of the City of Fair Oaks Ranch are working toward the same goals.

Successful engagement must be designed to meet the needs of the community. We will invest the time to understand what has been successful in Fair Oaks Ranch in the past and then add our own experience and best practices to the plan. Three principles guide our efforts:

- Meet people where they are – both online and in-person – to make engagement easy and accessible.
- Segment and target outreach to ensure that we gather a wide variety of perspectives from across the community. This requires using various tools from social media and digital platforms to print collateral and in-person discussions.
- Consistent communication and progress reports help build buy-in to the plan document and the work needed to implement.

Consequently, we will partner with City staff members assigned to Public Information and social media to **craft a Communications/Community Outreach Plan**. The Communication Plan developed will enlist as many residents and other external stakeholders as possible and obtain significant input from these same sources. The use of social media, primarily [Facebook](#) is becoming increasingly important for local governments to establish and reinforce their “social currency” with citizens. **Either in-person or held virtually, we have experience facilitating in both formats, “Community Conversations”** in which members of the community are invited to attend and participate in focus group meetings will also be scheduled. A great advantage of strategic planning is that it can be used to engage the entire community and create enthusiasm for the future. **As per the RFP, we will “facilitate an inclusive public process that gathers input from a broad range of stakeholders through town-hall style meetings and other engagement methods. Key stakeholder groups are Residents, City Staff, City Council and City boards and commissions members.”**

Please refer to a [strategic planning](#) process we completed in 2022 with the City of Bartlesville, Oklahoma to review our approach in particular to the [Community survey](#) of residents. The effort included extensive community outreach including a branding process to distinguish the approach:



3. Examine the Present and Future by conducting a Situation Analysis

The intent of Phase 3 is to examine the potential impact resulting from emerging trends on the community and organization. While trends can't be fixed per se, it's vital to acknowledge their possible influence. In particular, it will help make the distinction between problems that can be fixed and those which can only be addressed.

There are two aspects of the **Situation Analysis** - an Environmental Scan and resulting SWOC (Strengths, Weaknesses, Opportunities, and Challenges) determination.

A. Environmental Scan: An environmental scan is an inventory of the political, technological, social, legal, socio-cultural and economic forces that influence the way the City operates. It will include an analysis of the current environment and the trends that may affect it. In examining various trends, at least three categories will be explored: Emerging Trends, Existing Trends and Disappearing Trends. Some examples of trends and forces to assess may include:

- ☒ What are the relevant population trends for the next two to five years? Five to 10 years?
- ☒ What is our direction and response to these shifts?
- ☒ How can we be responsive and proactive?
- ☒ How will we enlist residents on our journey? What is our interpretation of the feedback received via the community meetings and social media?
- ☒ What types of services will residents require in the future that are not already provided? What might be required to fund and staff these services?
- ☒ How will we describe our desired results in measurable terms?
- ☒ What types of infrastructure additions or expansions will be required to handle our anticipated growth? What financial resources are required to fund this work?
- ☒ How reliable are funding sources?

B. SWOC (Strengths, Weaknesses, Opportunities, and Challenges) Analysis: After thoroughly analyzing the environment, Steering Committee members will undertake a SWOC Analysis. The SWOC technique, a simple and effective tool for collecting information, helps focus the process by dividing it into four broad categories:

- S - Determine the organization's internal **Strengths** to include identification of the City's distinctive competencies (those abilities that enable the City to perform well against key performance indicators).
- W - Identify and describe the organization's internal **Weaknesses** and options to minimize or overcome each.
- O - Identify and describe the organization's **Opportunities** and options to take advantage of each.
- C - Identify and describe the organization's **Challenges** and options to overcome each.

The end product of this discussion will result in the identification of strategic issues – the fundamental challenges that affect City mandates, its mission and values, its service level and mix, its costs, its financing, its structure, its processes and its management.

The process recommended to conduct the Situation Analysis is:

1. Obtain input via interviews of key stakeholders and City employees.
2. Convene the Mayor and City Council or the Steering Committee to review an aggregated summary prepared by the Mejorando Group of input gathered in Step 1. The Mayor and City Council will review the Summary and participate in their own version of a Situation Analysis by completing the Environmental Scan and SWOC Analysis.

Subsequent to session, a **Deliverable** will be prepared - a clear description of the organization's internal capacities (strengths and weaknesses) and of the external forces that will likely have an impact on its ability to seize future opportunities – as a written summary and will be provided to the governing body and the executive leadership team (i.e. City Manager and department directors). The results of the Situation Analysis completed are the backdrop for the next Phase of the Strategic Planning process.

4. Explore – Create Components of the Strategic Plan**A. Reaffirm the Vision and Mission Statements**

The outcome of the Situation Analysis provides the context necessary for establishing a Vision and Mission. **This Phase will be completed by the Mayor and City Council (or the Steering Committee) participating in a session facilitated by Patrick Ibarra of the Mejorando Group.**

Step 1. Reaffirm the Vision

Vision statements reflect the collective understanding of the ideal situation. They may reflect a certain standard of living, the pleasantness of the environment, or the general vibrancy of the community. In local government strategic plans, the vision statement typically represents a view of the ideal community toward which the group is working.

The vision is a description of Fair Oaks Ranch's "desired future". In other words, where do the stakeholders believe the community will be in five to ten years? The emphasis is on the future as it describes the organization as the stakeholders would like it to become – in the future.

VISION

To offer the ideal place to call home in the hill country, guided by strong community values and responsible growth that provides residents of all ages a place to relax and reconnect.

The entire strategic plan starts with and must consistently relate to the vision statement. The ideal view of Fair Oaks Ranch sets the tone for the process and plan. It is important to recognize that because the vision reflects an ideal, it is unlikely that it will ever be fully and definitely achieved. The best vision statements for communities are broad without being so broad as to be common and are expressive of the ideal without being inane.

Step 2. Reaffirm the Mission Statement

The mission statement identifies the role of the city in pursuing the community's vision. Based on the values clarification and vision creation that occurred in the previous steps, the intent here is to verify the accuracy of the existing mission statement and make changes where needed. Other questions which will be answered that will help modify the existing mission statement are:

- What are the needs and wants of citizens?
- What challenges exist the mission must address?
- What are the needs and wants of business owners?
- What is the role of the city in mitigating risk and optimizing opportunity?

MISSION

To deliver exceptional public services, preserve the natural beauty of our city, protect and promote quality of life, and foster community engagement.

The basic question to address in the mission statement will be, "What is the business of the City of Fair Oaks Ranch and who do we serve?" An accurate description of the organization's purpose will drive the strategic plan. It will embody in a few words or sentences what Fair Oaks Ranch is. Why does it exist at all? What is its function? Who does it serve (customers or stakeholders)? The mission statement shall be crafted so it's clear, credible and understandable, flexible but focused, and brief.

A well-worked-out mission statement provides everyone involved with a sense of purpose, direction, significance, and achievement. In short, it will communicate the purpose of the City of Fair Oaks Ranch organization to the community. The Steering Committee will craft a Mission Statement to ensure that it propels the vision forward.

Ongoing Communication and Validation

Subsequent to the creation of the Vision and Mission statements, we recommend they be shared with the various stakeholders as a means to obtain feedback. Concise summaries, social media outreach, and updates online will all play an essential role to ensure credibility, throughout the entire process.

B. Developing Strategic Areas of Focus and Goals

The outcome of reaffirming the Vision and Mission provides the context necessary for creating the Strategic Priority Areas, Goals and Objectives along with Action Plans enabling their achievement. This **Phase will be completed by the Mayor and City Council (or the Steering Committee) participating in a session facilitated by Patrick Ibarra of the Mejorando Group.**

In cities of any size, there are dozens or hundreds of competing and often conflicting priorities. The discipline of honing priorities down to a handful can force leaders to surface, discuss, and make a call on the most consequential trade-offs the organization faces in the next few years. When leaders make hard calls and communicate them, they provide clear guidance on the contentious issues likely to arise when executing strategy. But making trade-offs among competing priorities is difficult — they are dubbed “tough calls” for a reason.

This phase encourages governing body members to expand their imaginations and envision a wider range of possible futures and consequently, be much better positioned to take advantage of the unexpected opportunities that will come along. Discussions about the various ways the City’s potential can be realized will include a blend of practicality and imagination. In particular for each Strategic Area of Focus the various goals, department action plans and desired schedule for progress and/or completion as determined by Steering Committee members.




The emphasis of these discussions will revolve around the existing strategic areas of focus, goals and objectives. What progress has been realized for each goal since the Strategic Plan was adopted? How relevant is it going forward? What’s not in the current Strategic Plan that should be considered?

Setting Strategic Priority Areas (SPAs)

The adoption of Strategic Priority Areas accompanied by Goals will allow the City to accomplish the mission and advance the vision. Essentially, the setting of Goals and Objectives will serve to manage the gap between the present and desired future (i.e., the Vision) by defining where the city wants to be and establishing the steps needed for the desired outcome.

Strategic Priority Areas are typically in place for several years. What differs from year to year are specific objectives which support the successful execution of the strategic initiatives. The current set of Strategic Priority Areas are:

| ALIGNMENT OF MISSION AND VISION WITH STRATEGIC PILLARS AND PRIORITIES | | |
|--|---|--|
| The purpose of the Strategic Plan is to keep the City of Fair Oaks Ranch on a desired course during a continued period of growth and beyond. In support of the City’s overall Vision and Mission, five foundational focus areas called “Pillars” were defined. Priority areas and projects were detailed that support these Pillars. The City Council annually reviews progress within these areas and identifies specific projects for inclusion in the budget that work to fulfill the goals of each Pillar. | | |
|  Financial Resilience and Responsibility Securing Fair Oaks Ranch’s future involves strengthening the city’s financial condition by implementing strong management strategies within the organization. This priority also involves risk mitigation and identifying funding strategies to support City goals and initiatives. | Strategic Priority Areas <ul style="list-style-type: none"> •Budget Processes •Long Range Forecasting •Risk Inventory and Mitigation •Sustainable Financing Strategies •Financial Reporting Reliability •Modernize ERP | Performance Measures <ul style="list-style-type: none"> ✓ % Complete on Projects ✓ Internal Controls Adherence ✓ Budget and ACFR Awards ✓ “Clean” Audit Opinion |
|  Responsible Growth Management Based on the Comprehensive Plan, the City will continue experiencing growth over the next several years. The City and its leadership need to be active participants in addressing regional issues and planning efforts. The City also needs to be represented and visible at all legislative levels. | Strategic Priority Areas <ul style="list-style-type: none"> •Comprehensive Plan •Infrastructure Master Plans •Mobility & Multimodal Connectivity •Environmental Sustainability | Performance Measures <ul style="list-style-type: none"> ✓ % Complete on Projects |

| | | | |
|---|--|---|---|
|  | Reliable and Sustainable Infrastructure Based on projected residential growth and local demand for resilient streets and utilities, the construction and maintenance of a high-quality public infrastructure is priority. | Strategic Priority Areas <ul style="list-style-type: none"> •Water Continuity •Wastewater Continuity •Drainage Continuity •Roadway Continuity •City Facility Continuity | Performance Measures ✓ % Complete on Projects |
|  | Public Health and Safety Ensuring the safety of the public continues to be one of the highest priorities; this means hiring and training quality first responders and working to ensure continuity of 3rd party provided services. | Strategic Priority Areas <ul style="list-style-type: none"> •Police Services Continuity •Fire Services Continuity •EMS Continuity •Community Outreach •Municipal Court Best Practices | Performance Measures ✓ % Complete on Projects |
|  | Operational Excellence Government must have an awareness of citizens' needs while striving to provide the level of services that citizens desire. This can be achieved by introducing innovative business practices, hiring quality employees, leveraging partnerships and strengthening the communication channels between the City and stakeholders. | Strategic Priority Areas <ul style="list-style-type: none"> •HR Programs •Communication Strategy •Service Expectations •IT Continuity and Master Plan •Interlocal Partnerships | Performance Measures ✓ % Complete on Projects |

Goals usually address both short and long-term areas. Goals, then, are generalized statements of where the City wants to be at some point in the future.

The number of goals cannot be predicted. Strategic plans may concentrate on four or five goals, or they may list dozens of areas that will component parts of the focus for the City during the next several years. The plan must consist of what the Steering Committee feels comfortable with and believes the city can implement over time.

Each of the goal statements in the strategic plan will be followed by one or more objectives. There is no set number of objectives that are appropriate for each goal. Some goal statements may have few objectives attached to them, while some goal statements could have 10 or more objectives.

Operationalizing the Goals into action through objectives, accompanied by various performance measures will be addressed by the Council with assistance from City staff. Performance management in the public sector is an ongoing, systematic approach to improving results through evidence-based decision making, continuous organizational learning, and a focus on accountability for performance. Performance management is integrated into all aspects of an organization's management and policy-making processes, transforming an organization's practices so it is focused on achieving improved results for the public. Better information enables elected officials and managers to recognize success, identify problem areas, and respond with appropriate actions – to learn from experience and apply that knowledge to better serve the public.

Our role during this segment, as has been through all phases, is to facilitate thoughtful and productive discussions grounded in reality and pragmatism mixed with offering content from our experience partnering with local governments around the nation and how they are addressing similar issues. Far from a “cut and paste” approach, we respect the heritage and history of Fair Oaks Ranch and tailor our approach to ensure its compatible with your preferences.

A Draft Strategic Plan (deliverable) will be created and include:

- Results of the Situation Analysis SWOC Analysis and Environmental Scan
- Summary of public input
- Values
- Vision
- Mission Statement
- Strategic Areas of Focus
- Goals and Objectives
- Performance Measures
- Implementation Schedule

5. Execute the Strategic Plan

The Mejorando Group, in consultation with the City Manager, will convene to review comments/feedback from the governing body and collaborate on making any revisions and adjustments to the Draft Report and culminate in the Council adopting the Final version of the Strategic Plan (deliverable).

Sharing the final results of the Strategic Planning process is an opportunity for elected officials, City staff, residents, businesses, community leaders and stakeholders to celebrate the effort and set sight on the future. Creative design of the [Strategic Plan](#), [animated explanatory videos](#), and an overall [presentation](#) that matches the City of Fair Oaks Ranch brand (i.e. reputation) can help the community quickly understand the final product. The following are samples from two of our clients:



Once adopted, execution of the Strategic Plan will commence and it is recommended at least quarterly updates be provided on the status of goals, to the governing body and community. Many of our clients engage our services to design and facilitate a one-day session involving the governing body and executive leadership team annually to review accomplishments and make any necessary modifications to the Strategic Plan to ensure the collective focus remains on the near and short-term priorities.

**EXHIBIT B
COMPENSATION**

2. COST PROPOSAL

| Activity | Budget/Fee |
|---|-----------------|
| 1. Engage – Initiate the Process | \$3,000 |
| 2. Enlist – Conduct interviews, facilitate public outreach session and prepare summary of input gathered. | \$7,000 |
| 3. Examine – Design and facilitate session to complete Situational Analysis | \$5,000 |
| 4. Explore – Facilitate sessions to: <ul style="list-style-type: none"> a. Reaffirm Values, Mission and Vision b. Develop Strategic Focus Areas, Goals, Objectives, Tactics and Performance Metrics c. Prepare a draft of the Strategic Plan and present it to the Mayor and City Council for their review and discussion. Finalize edits to Strategic Plan | \$15,000 |
| Strategic Plan adopted by Mayor and City Council | |
| 5. Execute: Implement the Strategic Plan | |
| Total Cost/Budget | \$30,000 |

Travel reimbursement not to exceed \$5,000 is in addition to the Fee.

EXHIBIT C
SCHEDULE OF COMPLETION

Overall, the strategic planning process will be a disciplined effort by Steering Committee members that builds on past efforts, captures a compelling vision, creates a modern mission, foundational values, produces goals, and actions that will enhance the present and future of Fair Oaks Ranch. The Mejorando Group approach is focused on achieving the outcomes expected: to create a strategic plan that enables decision-making to be consistent with desired outcomes. With a Strategic Plan in place, Fair Oaks Ranch will be poised for continued success, now and in the future.

4. Project Schedule

The **following schedule** is a proposal for consideration. Based on additional input by the City, customization will ensue. The Mejorando Group has the resources to begin this project in December, assuming the contract is awarded December 4. We have provided a proposed project schedule that results in a Strategic Plan, per RFP, by early April 2026, assuming that all necessary information is made available to the Mejorando Group in a timely manner and that members of the City are available for meetings as needed by the schedule. We pride ourselves on our responsiveness to clients, and our proven track record in the ability to complete our projects on schedule and within budget and quality assurance/quality control.

| Date | Activity |
|----------------|---|
| December | 1. Engage – Initiate the Process |
| January | 2. Enlist – Conduct interviews, gather community input and hold launch/kick-off meeting. |
| February | 3. Examine – Design and facilitate with Steering Committee to complete Situational Analysis. |
| February/March | 4. Explore –Design and facilitate sessions to: <ul style="list-style-type: none"> a. Reaffirm Vision and Mission statements b. Develop Strategic Priority Areas, Goals, Objectives and Implementation Schedule Present Draft Strategic Plan Prepare a draft of the Strategic Plan and present it to the Mayor and Council for their review and discussion. |
| March | Review of Draft Strategic Plan and comments submitted to finalize Strategic Plan. |
| April | 5. Execute : Council adopts the Strategic Plan and implementation begins. |

EXHIBIT "D"

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

The Professional shall comply with each and every condition contained herein. The Professional shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Professional shall maintain insurance coverage equal to that required of the Professional. It is the responsibility of the Professional to assure compliance with this provision. The City of Fair Oaks Ranch accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Professional shall specifically endorse applicable insurance policies as follows:

1. The City of Fair Oaks Ranch shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement.**
2. A waiver of subrogation in favor of The City of Fair Oaks Ranch shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
3. All insurance policies shall be endorsed to the effect that The City of Fair Oaks Ranch will receive at least thirty (30) days written notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name The City of Fair Oaks Ranch as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
5. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
6. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Fair Oaks Ranch of any material change in the insurance coverage.
7. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
8. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
9. Professional may maintain reasonable and customary deductibles, subject to approval by The City of Fair Oaks Ranch.
10. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
11. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05). Coverage must be written on an occurrence form.

12. Contractual Liability must be maintained covering the Professionals obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
13. Upon request, Professional shall furnish The City of Fair Oaks Ranch with certified copies of all insurance policies.
14. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Fair Oaks Ranch within ten (10) business days after contract award and prior to starting any work by the successful Professional's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Fair Oaks Ranch, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Fair Oaks Ranch. The certificate of insurance and endorsements shall be sent to:

City of Fair Oaks Ranch
emailed to: choelscher@fairoaksranchtx.org
Attn: Clayton Hoelscher, Procurement Manager
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015

EXHIBIT “E”
EVIDENCE OF INSURANCE

