

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND MATRIX CONSULTING GROUP, LTD.,  
FOR THE UPDATED ASSESSMENT OF THE DEVELOPMENT REVIEW PROCESS**

This Agreement for Professional Services, hereinafter called "Agreement," is entered into by the **Town of Prosper, Texas**, a municipal corporation, duly authorized to act by the Town Council of said Town, hereinafter called "Town," and **Matrix Consulting Group, Ltd.**, a company authorized to do business in Texas, acting through a duly authorized officer, hereinafter called "Consultant," relative to Consultant providing professional services to Town. Town and Consultant when mentioned collectively shall be referred to as the "Parties."

**WITNESSETH:**

**WHEREAS**, Town desires to obtain professional services in connection with the **Updated Assessment of the Development Review Process**, hereinafter called "Project";

For the mutual promises and benefits herein described, Town and Consultant agree as follows:

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.

2. **Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such services as are set forth and described in Exhibit A - Scope of Services and incorporated herein as if written word for word. All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. In case of conflict in the language of Exhibit A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.

3. **Prompt Performance by Consultant.** Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Consultant's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Consultant agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the Town understands and agrees that Consultant is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.

4. **Compensation of Consultant.** Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement a total fee of **Thirty-Four Thousand, Six Hundred Dollars and Zero Cents (\$34,600.00)** for the Project as set forth and described in Exhibit B - Compensation Schedule and incorporated herein as if written word for word. Lump sum fees shall be billed monthly based on the percentage of completion. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. Direct Costs for expenses such as mileage, copies, scans, sub-consultants, and similar costs are included in fees and shall be billed as completed.

Consultant agrees to submit statements to Town for professional services no more than once per month. These statements will be based upon Consultant's actual services performed and reimbursable expenses incurred, if any, and Town shall endeavor to make prompt payments. Each statement submitted by Consultant to Town shall be reasonably itemized to show the amount of work performed during that period. If Town fails to pay Consultant

within sixty (60) calendar days of the receipt of Consultant's invoice, Consultant may, after giving ten (10) days written notice to Town, suspend professional services until paid.

Nothing contained in this Agreement shall require Town to pay for any work that is unsatisfactory as reasonably determined by Town or which is not submitted in compliance with the terms of this Agreement.

The Scope of Services shall be strictly limited. Town shall not be required to pay any amount in excess of the original proposed amount unless Town shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

5. **Town's Obligations.** Town agrees that it will (i) designate a specific person as Town's representative, (ii) provide Consultant with any previous studies, reports, data, budget constraints, special Town requirements, or other pertinent information known to Town, when necessitated by a project, (iii) when needed, assist Consultant in obtaining access to properties necessary for performance of Consultant's work for Town, (iv) make prompt payments in response to Consultant's statements and (v) respond in a timely fashion to requests from Consultant. Consultant is entitled to rely upon and use, without independent verification and without liability, all information and services provided by Town or Town's representatives.

6. **Ownership and Reuse of Documents.** Upon completion of Consultant's services and receipt of payment in full therefore, Consultant agrees to provide Town with copies of all materials and documents prepared or assembled by Consultant under this Agreement and that Town may use them without Consultant's permission for any purpose relating to the Project. Any reuse of the documents not relating to the Project shall be at Town's risk. Consultant may retain in its files copies of all reports, drawings, specifications and all other pertinent information for the work it performs for Town.

7. **Town Objection to Personnel.** If at any time after entering into this Agreement, Town has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom Town has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

8. **Insurance.** Consultant shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement applicable insurance policies as described in **Exhibit C - Insurance Requirements** and incorporated herein as if written word for word. Consultant shall submit to Town proof of such insurance prior to commencing any work for Town.

9. **Indemnification.** CONSULTANT DOES HEREBY COVENANT AND AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ITS OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND INVITEES FROM AND AGAINST LIABILITY, CLAIMS, SUITS, DEMANDS AND/OR CAUSES OF ACTION, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND COSTS OF LITIGATION), WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PROPERTY OR PERSONS BUT ONLY TO THE EXTENT OCCASIONED BY THE NEGLIGENT ACT, ERROR OR OMISSION OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, INVITEES OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT.

IN THE EVENT THAT TOWN AND CONSULTANT ARE CONCURRENTLY NEGLIGENT, THE PARTIES AGREE THAT ALL LIABILITY SHALL BE CALCULATED ON A COMPARATIVE BASIS OF FAULT AND RESPONSIBILITY AND THAT NEITHER PARTY SHALL BE REQUIRED TO DEFEND OR INDEMNIFY THE OTHER PARTY FOR THAT PARTY'S NEGLIGENT OR INTENTIONAL ACTS, ERRORS OR OMISSIONS.

10. **Notices.** Any notices to be given hereunder by either Party to the other may be affected either by personal delivery, in writing, or by registered or certified mail to the following addresses:

Matrix Consulting Group, Ltd.  
Richard Brady, President  
1650 S. Amphlett, Suite 213  
San Mateo, CA 94402  
[rbrady@matrixcg.net](mailto:rbrady@matrixcg.net)

Town of Prosper  
Mario Canizares, Town Manager  
PO Box 307  
Prosper, TX 75078  
[MCanizares@prospertx.gov](mailto:MCanizares@prospertx.gov)

11. **Termination.** The obligation to provide further services under this Agreement may be terminated by either Party in writing upon thirty (30) calendar days notice. In the event of termination by Town, Consultant shall be entitled to payment for services rendered through receipt of the termination notice.

12. **Sole Parties and Entire Agreement.** This Agreement shall not create any rights or benefits to anyone except Town and Consultant, and contains the entire agreement between the Parties. Oral modifications to this Agreement shall have no force or effect.

13. **Assignment and Delegation.** Neither Town nor Consultant may assign its rights or delegate its duties without the written consent of the other Party. This Agreement is binding on Town and Consultant to the extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Town officer, employee or agent.

14. **Texas Law to Apply; Successors; Construction.** This Agreement shall be construed under and in accordance with the laws of the State of Texas. It shall be binding upon, and inure to the benefit of, the Parties hereto and their representatives, successors and assigns. Should any provisions in this Agreement later be held invalid, illegal or unenforceable, they shall be deemed void, and this Agreement shall be construed as if such provision had never been contained herein.

15. **Conflict of Interest.** Consultant agrees that it is aware of the prohibited interest requirement of the Town Charter, which is repeated in **Exhibit D - Conflict of Interest Affidavit** and incorporated herein as if written word for word, and will abide by the same. Further, a lawful representative of Consultant shall execute the Affidavit included in the exhibit. Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, Local Government Code, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute the Conflict of Interest Questionnaire, Form CIQ, attached hereto as **Exhibit E - Conflict of Interest Questionnaire** and incorporated herein as if written word for word.

16. **Venue.** The Parties herein agree that this Agreement shall be enforceable in Prosper, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Collin County, Texas.

17. **Mediation.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

18. **Prevailing Party.** In the event a Party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

19. **"Anti-Israel Boycott" Provision.** In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Agreement on behalf of the company verifies by its signature to this Agreement that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.

20. **Signatories.** Town warrants and represents that the individual executing this Agreement on behalf of Town has full authority to execute this Agreement and bind Town to the same. Consultant warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Consultant to same.

**IN WITNESS WHEREOF**, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Matrix Consulting Group, Ltd**

**TOWN OF PROSPER, TEXAS**

By: Richard Brady  
Signature

Richard Brady  
Printed Name

President  
Title

February 28, 2024  
Date

By: \_\_\_\_\_  
Signature

Mario Canizares  
Printed Name

Town Manager  
Title

\_\_\_\_\_  
Date

**EXHIBIT A  
SCOPE OF SERVICES**

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND MATRIX CONSULTING GROUP, LTD.,  
FOR THE UPDATED ASSESSMENT OF THE DEVELOPMENT REVIEW PROCESS**

**I. PROJECT DESCRIPTION**

The following task plan presents the efforts to review the status of recommendations from the 2022 study, engage with recent customers to understand their perceptions, evaluate current processes and technology utilization, and review recent staff review time performance in relation to others in nearby communities.

**II. TASK SUMMARY**

**Task 1: Interview Town Council and Staff and Review Prior Recommendation Implementation.**

This task includes two steps: (1) review the prior study recommendations to understand if and how they were implemented and (2) interview Town Council and staff to understand current operational approaches, technology, utilization, workload, challenges, etc.

The first component of this task will involve conducting a workshop with staff to review the previous study's recommendations and determine if and how they have been implemented. This workshop will have representatives from each development function and review each recommendation to determine if it has been fully implemented, partially implemented, or not implemented. For recommendations that have not been implemented, we will discuss if the recommendation is still valid and possible next steps for completion.

Second, we need to develop an understanding of the key issues impacting and shaping service requirements. We will conduct interviews with interested Town Council member to get their feedback on the process. We will also interview representatives from each of the relevant departments/divisions involved in the development review, permitting, and inspection processes to understand their current roles and processes. These interviews will focus on exploring issues and attitudes in the following areas:

- Adequacy of service levels, and perceived gaps in existing levels of service.
- Use of technology in the development process.
- Identification of the workload for staff involved in the review process.
- Document the current coordination mechanism and procedures in place to coordinate service delivery among different departments and divisions.
- Document current performance targets and processing times for key processes and activities.
- Identify current staff allocations by development discipline.

The project team will prepare a current state assessment that presents our understanding of service levels, technology utilization, historic workload, and performance.

## **Task 2: Interview Prior Customers to Understand Their Perspective of Services Provided by the Town.**

To ensure that the project team has a good understanding of customers' perspectives of the services provided by the Town, we will interview up to 10 recent customers of the development review, permitting, and inspection process. This outreach will include one-on-one (or small group) conversation with individuals who have recently interacted with the development process. The project team will summarize key themes that are discussed as part of these conversations.

## **Task 3: Compare Performance Timelines to other North Texas Cities.**

In this task the project team will conduct a comparative assessment of performance goals for up to six North Texas jurisdictions and compare them to the Town of Prosper's timeline goals. This outreach will focus on performance goals for planning, building, and engineering application review and inspection performance.

## **Task 4: Evaluate the Current Operations, Processes, and Staffing Needs.**

This task involves an evaluation of processes, workload, service levels and performance, staff utilization, work practices, and technology use of the development functions. We will address these issues by employing these approaches:

- Evaluate the adequacy of major work practices utilized by each function. This analysis will include the review of three years of workload for each development functional area. Analysis will identify the degree to which key tasks are not being accomplished due to lack of staff and assess the extent to which tasks will be absorbed through streamlining of the work process.
- Analyze response and review timeliness. The focus of this analysis is to conduct an in-depth analysis of response and review timeliness. The project team will evaluate the previous three years' workloads to understand processing timelines by permit type. Analysis will include the timeliness of processing applications (by review entity/function), conducting initial and subsequent application reviews, issuing permits (or approval), scheduling and completion of inspections, and finalizing certificate of occupancies. Also, we will identify where timelines are not in compliance with established performance metrics, adopted local and state ordinance, regulation, or statute, and/or industry best practice. Recommendations may include the identification of new performance metrics to align with the Town's service level expectations and resource availability.
- Evaluate current technology systems. This task will focus on understanding and assessing current technology systems utilized by the Town. The project team will evaluate the current permitting software suite, degree to which GIS is implemented and utilized, how mobile and handheld devices are used in the field (e.g., tablets for inspectors), and the degree to which current systems result in efficient information-sharing and elimination of duplicative input. We will also evaluate opportunities to leverage technology to improve operational efficiencies.
- Evaluate the skill mix of current staff and determine staffing resource needs. Our team will evaluate the adequacy of staffing levels to conduct historical workload needs. In this assessment, we will evaluate whether the staff possess the required skills to perform assigned tasks and the total number of in-house and/or contracted staff to complete the current workload within the adopted timelines. Staffing needs will be provided by position classification and include internal and contracted professional, technical, and administrative positions.

At the conclusion of this task, we will have evaluated all aspects of the development processes and approaches including operational practices, service levels, technology, workflows, and staffing to identify improvement opportunities. Based on our evaluation, we will determine service improvement opportunities and process changes needed for the provision of development review services.

#### **Task 5: Develop a Draft and Final Reports.**

The draft and final reports will contain the following elements:

- A detailed analysis of the prior recommendation implementation status.
- Summary of the stakeholder feedback themes.
- Performance comparative assessment.
- Detailed analysis of historic workload trends, performance metrics, technology, and staffing needs.

Once staff and the internal project steering committee has reviewed the draft project report, we will make revisions, as needed, and finalize the report. We will be available to make a presentation of our findings and recommendations to development staff.

### **III. DELIVERABLES**

**Task 1** – A current state assessment of workload, performance, and technology utilization. Analysis of the previous study recommendation status and possible next steps.

**Task 2** – Summary of customer feedback from conversations identifying key trends and issues related to Town's development processes.

**Task 3** – Comparative analysis of Prosper's development review performance to six other North Texas jurisdictions.

**Task 4** – The deliverable of this task would be a summary of the identified improvement opportunities and proposed adjustments in processes, work practices, service levels, technology, and staffing levels.

**Task 5** – Compile the draft and final reports that includes analysis, recommendations, and presentation of findings.

**EXHIBIT B  
COMPENSATION SCHEDULE**

**PROFESSIONAL SERVICES AGREEMENT  
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FOR THE UPDATED ASSESSMENT OF THE DEVELOPMENT REVIEW PROCESS**

**I. COMPENSATION SCHEDULE**

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	March 13, 2024	
Task 1 - Staff Interviews, Recommendation Review	April 2024	\$5,190
Task 2 - Stakeholder Outreach	May 2024	\$3,460
Task 3 - Timeline Comparison	May 2024	\$3,892
Task 4 - Operations, Process, & Staffing Analysis	June 2024	\$10,813
Task 5 - Draft & Final Report	June 2024	\$11,245
<b>Total Compensation</b>		<b>\$34,600</b>

**II. COMPENSATION SUMMARY**

Basic Services (Lump Sum)	Amount
Task 1 - Staff Interviews, Recommendation Review	\$5,190
Task 2 - Stakeholder Outreach	\$3,460
Task 3 - Timeline Comparison	\$3,892
Task 4 - Operations, Process, & Staffing Analysis	\$10,813
Task 5 - Draft & Final Report	\$11,245
<b>Total Basic Services:</b>	<b>\$34,600</b>

Special Services (Hourly Not-to-Exceed)	Amount
None	\$0
<b>Total Special Services:</b>	<b>\$0</b>

Direct Expenses	Amount
None	\$0
<b>Total Direct Expenses:</b>	<b>\$0</b>



## EXHIBIT C INSURANCE REQUIREMENTS

Service provider shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the service provider. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

### A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable, except for professional liability.
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.
4. Professional Liability, also known as Errors and Omissions coverage.

### B. MINIMUM LIMITS OF INSURANCE

Service Provider shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$500,000 per occurrence /\$1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
  - a. Premises / Operations
  - b. Broad Form Contractual Liability
  - c. Products and Completed Operations
  - d. Personal Injury
  - e. Broad Form Property Damage
2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease- Policy Limit, and \$100,000 Disease- Each Employee.
3. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired, and non-owned autos.
4. Professional Liability aka Errors and Omissions: \$500,000 per occurrence and in the aggregate.

### C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions in excess of \$10,000 must be declared to and approved by the Town.

**D. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the provider, products and completed operations of the provider, premises owned, occupied or used by the provider. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
- b. The provider's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the provider's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards and commissions or volunteers.
- d. The provider's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the insured's limits of liability.

2. Workers Compensation and Employer's Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the provider for the Town.

3. All Coverages:

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after 30 days written notice to the Town for all occurrences, except 10 days written notice to the Town for non-payment.

4. Professional Liability and / or Errors and Omissions:

"Claims made" policy is acceptable coverage, which must be maintained during the course of the project, and up to two (2) years after completion and acceptance of the project by the Town.

**E. ACCEPTABILITY OF INSURERS**

The Town prefers that Insurance be placed with insurers with an A.M. Best's rating of no less than **A- VI**, or better.

**F. VERIFICATION OF COVERAGE**

Service Provider shall provide the Town with certificates of insurance indicating the coverages required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

Certificate holder to be listed as follows:

Town of Prosper  
P.O. Box 307  
Prosper, TX 75078

EXHIBIT D  
CONFLICT OF INTEREST AFFIDAVIT

PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND MATRIX CONSULTING GROUP, LTD.,  
FOR THE UPDATED ASSESSMENT OF THE DEVELOPMENT REVIEW PROCESS

CALIFORNIA

THE STATE OF TEXAS §

§

COUNTY OF SAN MATEO §

I, RICHARD BRADY, a member of the Consultant team, make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

- \_\_\_\_\_ Ownership of 10% or more of the voting shares of the business entity.
- \_\_\_\_\_ Ownership of \$25,000.00 or more of the fair market value of the business entity.
- \_\_\_\_\_ Funds received from the business entity exceed 10% of my income for the previous year.
- \_\_\_\_\_ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least \$25,000.00.
- \_\_\_\_\_ A relative of mine has substantial interest in the business entity or property that would be affected by my decision of the public body of which I am a member.
- \_\_\_\_\_ Other: \_\_\_\_\_
- None of the Above.

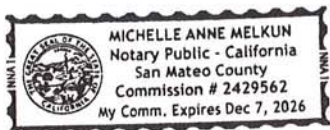
Upon filing this affidavit with the Town of Prosper, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code, is a member of the public body which took action on the agreement.

Signed this 1<sup>st</sup> day of MARCH, 20 24

[Signature]  
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared Richard Brady and on oath stated that the facts hereinabove stated are true to the best of his / her knowledge or belief.

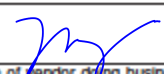
Sworn to and subscribed before me on this 1<sup>st</sup> day of March, 20 24



Michelle A Melkun  
Notary Public in and for the State of Texas

My Commission expires: 12/7/24

**EXHIBIT E  
CONFLICT OF INTEREST QUESTIONNAIRE**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>	<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p> <p align="center">Matrix Consulting Group, Ltd.</p>	<p>Date Received</p>
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <p align="center">N/A</p> <p align="center">_____ Name of Officer</p>	
<p><b>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b></p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p align="center"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p align="center"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p>	
<p><b>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b></p>	
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p><b>7</b></p> <p align="center">             _____            Signature of vendor doing business with the governmental entity         </p> <p align="right">           March 4, 2024            _____            Date         </p>	