

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
CONSULTANT SERVICES  
RELATED TO  
PROJECT NO. 2025-10011  
CITY OF TOMBALL  
DEVELOPMENT REVIEW PROCESS**

**THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §**

THIS AGREEMENT is made, entered into, and executed by and between the CITY OF TOMBALL, TEXAS (the "City"), a municipal corporation of the State of Texas, and Matrix Consulting Group ("Consultant").

**WITNESSETH:**

WHEREAS, Consultant represents that it is capable of providing and qualified to provide professional services to the City and desires to perform the same;

NOW, THEREFORE, the City and Consultant in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**SECTION I.  
SCOPE OF AGREEMENT**

Consultant agrees to perform certain professional services as outlined and defined in the Proposal attached hereto as Exhibit A, and made a part hereof for all purposes, hereinafter sometimes referred to as "Scope of Work," and for having rendered such services, the City agrees to pay Consultant compensation as stated in the sections to follow.

**SECTION II.  
CHARACTER AND EXTENT OF SERVICES**

Consultant shall do all things necessary to render the services and perform the Scope of Work in a manner consistent with the professional skill and care ordinarily provided by competent consultants practicing in the same or similar locality and under the same or similar circumstances and professional license. It is expressly understood and agreed that Consultant is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Consultant shall not have the authority to obligate or bind the City, or make representations or commitments on behalf of the City or its officers or employees without the express prior approval of the City. The City shall be under no obligation to pay for services rendered not identified in Exhibit "A" without prior written authorization from the City.

**SECTION III.  
OWNERSHIP OF WORK PRODUCT**

Consultant agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Consultant pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same. It is further understood and agreed that ownership and usage rights associated with the above referenced documents and analyses, hereinafter referred to as instruments, are contingent upon Consultant's completion of the services which will result in the production of such instruments and Consultant's receipt of payment, in full, for said services. Additionally, City understands and agrees that the rights described and provided hereunder shall not preclude or prevent Consultant from continuing to use those processes, analyses and data.

**SECTION IV.  
TIME FOR PERFORMANCE**

The time for performance is as estimated in Exhibit A – Task Schedule, attached hereto. Upon written request of Consultant, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the work must be coordinated and over which Consultant has no control.

**SECTION V.  
COMPLIANCE AND STANDARDS**

Consultant agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the applicable profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and Consultant's performance.

**SECTION VI.  
INDEMNIFICATION**

**To the fullest extent permitted by Texas Local Government Code Section 271.904, Consultant shall and does hereby agree to indemnify, hold harmless and defend the City, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Consultant, the Consultant's agent, consultant under contract, or another entity over which the Consultant exercises control.**

**SECTION VII.  
CONSULTANT'S COMPENSATION**

For and in consideration of the services rendered by Consultant pursuant to this Agreement, the City shall pay Consultant only for the actual work performed under the Scope of Work, on the basis set forth in Exhibit "A," up to an amount not to exceed \$88,000, including reimbursable expenses.

**SECTION VIII.  
INSURANCE**

Consultant shall procure and maintain insurance for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness, disease, or death, claims or damages because of injury to or destruction of property, including loss of use resulting therefrom, and claims of errors and omissions.

**SECTION IX.  
TERMINATION**

The City may terminate this Agreement at any time by giving seven (7) days prior written notice to Consultant. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, Consultant shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Consultant that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed maps, studies, reports, documents and other work product prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated.

**SECTION X.  
ADDRESSES, NOTICES AND COMMUNICATIONS**

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to Consultant at the following address:

Matrix Consulting Group  
Attention: Alan Pennington  
1875 S. Grant Street, Suite 960  
San Mateo, California 94402

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

City of Tomball  
Attn: Project Manager  
501 James Street  
Tomball, Texas 77375

#### **SECTION XI. LIMIT OF APPROPRIATION**

Prior to the execution of this Agreement, Consultant has been advised by the City and Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that Consultant may become entitled to hereunder and the total sum that the City shall become liable to pay to Consultant hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

#### **SECTION XII. SUCCESSORS AND ASSIGNS**

The City and Consultant bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the City nor Consultant shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

#### **SECTION XIII. DISCLOSURE OF INFORMATION**

Consultant shall under no circumstances release any material or information developed in the performance of its services hereunder without the express written permission of the City.

#### **SECTION XIV. MODIFICATIONS**

This instrument, including Exhibit A, contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

**SECTION XV.  
ADDITIONAL SERVICES OF CONSULTANT**

If authorized in writing by the City, Consultant shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the Scope of Work, as defined in Exhibit "A." These Additional Services, plus reimbursable expenses, will be paid for by the Owner on the basis set forth in Exhibit "A," up to the amount authorized in writing by the City.

**SECTION XVI.  
CONFLICTS OF INTEREST**

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Consultant shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

**SECTION XVII.  
PAYMENT TO CONSULTANT FOR SERVICES AND  
REIMBURSABLE EXPENSES**

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Consultant's standard invoicing practices and will be submitted to the City by Consultant at least monthly. Invoices are due and payable thirty (30) days after receipt by the City.

**SECTION XVIII.  
PAYMENT FOR SERVICES AND REIMBURSABLE EXPENSES**

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Consultant's standard invoicing practices and will be submitted to the City by Consultant at least monthly. Invoices are due and payable thirty (30) days after receipt by the City.

**SECTION XIX.  
MISCELLANEOUS PROVISIONS**

A. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Harris County, Texas.

B. This Agreement is for sole benefit of the City and Consultant, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

C. Consultant further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

D. In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods or services unless the Consultant covenants and agrees that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Furthermore, the Consultant is prohibited from engaging in business with Iran, Sudan or Foreign Terrorist Organizations.

IN WITNESS WHEREOF, the City of Tomball, Texas, has lawfully caused this Agreement to be executed by its Mayor; and Consultant, acting by its duly authorized officer/representative does now sign, execute and deliver this instrument.

EXECUTED on this \_\_\_ day of \_\_\_\_\_, 2025.

**Company Name: Matrix Consulting Group**



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Name: Alan D. Pennington

Title: President

**CITY OF TOMBALL, TEXAS**

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David Esquivel, City Manager

ATTEST:

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Shannon Bennett, Assistant City Secretary

# EXHIBIT A



March 11, 2025

Jessica Rogers  
Assistant City Manager  
City of Tomball  
501 James Street  
Tomball, Texas 77375

Dear Ms. Rogers:

It was a pleasure speaking with you, Craig, and Jeremy recently about finalizing the Development Review Process Evaluation task plan. Matrix Consulting Group is pleased to present our revised task plan to ensure a comprehensive assessment of the City's development review, permitting, inspection operations, processes, technology, public education, and staffing needs.

We are open to discussing modifications to the revised task plan and schedule presented in this document. Aaron Baggarly will be the project manager on this engagement and the point of contact for any changes to the task plan. He can be reached at [abaggarly@matrixcg.net](mailto:abaggarly@matrixcg.net) and 803-622-9910.

I can also be reached for any additional information at 618-795-1995 or via email at [apennington@matrixcg.net](mailto:apennington@matrixcg.net).

A handwritten signature in blue ink, appearing to read "Alan D. Pennington".

**ALAN D. PENNINGTON**

President, Matrix Consulting Group, Ltd.

## 1. TASK PLAN

This section of our SOQ presents an overview of the proposed task plan for conducting this engagement and ensuring a thorough review of the City's development review operations, staffing, and processes. We have structured our task plan to include an analysis of all requested tasks, identification of findings, development of recommendations, and design of a realistic implementation plan.

### Task 1 | Conduct Internal City Interviews and Develop a Current State Profile.

To evaluate the development review operations and processes, we need to develop an in-depth understanding of the key issues impacting and shaping service requirements. To develop this perspective, we will interview representatives from the Community Development, Public Works, and Fire Departments, City management, Planning and Zoning Commission and Board of Adjustment representatives, and anyone identified as a key internal player in the City's development review functions. These interviews will focus on exploring issues and attitudes in the following areas:

- Goals and objectives regarding the delivery of services in each operational functional area.
- Adequacy of service levels and perceived gaps in existing service levels.
- Organizational changes that have been made in the past several years and perceptions of the impacts of these changes.
- Adequacy of software and technology, the extent to which staff and managers utilize these systems, and the data output to make meaningful managerial, operational, scheduling, and staff allocation decisions.
- Outsourcing philosophy of the City; the currently outsourced services and additional options.
- Identify relevant workload for staff involved in the review process and current challenges.

Next, we will develop a detailed description of the development review services provided by the City. We will focus on how services are delivered, staffed, and managed. The development of this detailed description will be based on interviews as well as on the collection of operating information and data, including the following:

- The current organization of the development functions including:
  - The structure and functions of each division and unit.
  - The staffing levels of each division.
  - The basic job responsibilities of staff.

- Documentation of all key operations, including:
  - Service scope and content.
  - Workload data.
  - Basic service levels.
  - The extent of contracted services by type, size, and cost.
- Documentation of the software and technology currently used, including:
  - Current permitting, review, and inspection software systems.
  - Geographical information systems.
  - Information Technology roles and responsibilities.
  - Use of hand-held/mobile devices for reporting work in the field.
  - Understand pending technology changes, if any.
- Documentation of management systems available to support departmental operations, including:
  - Organizational business functions and procedures; and
  - Performance monitoring systems.
- Document current performance targets related to major service areas within the development review process, such as turnaround times for review processes, response times for complaints, percentage of inspections completed within 24 hours of request, etc.
- Document the current coordination mechanism and procedures in place to coordinate inter-departmental delivery of services.

After the initial data collection activities have been completed, the project team will prepare a current state profile that summarizes our present understanding of the current organization, staffing, and operations related to the City's entitlement, permitting and inspection services. This current state profile will then be presented to the City's project team for their and staff's review. Once completed and reviewed, the current state profile will provide the basis for the analysis conducted and completed in subsequent study tasks.

**Task Deliverable – A current state profile summarizing staffing levels, roles, technology levels, and workload for each development review functional area.**

## **Task 2 | Diagram Primary Entitlement, Permitting, and Inspection Processes.**

During this task, the focus will be the development of detailed workflow diagrams for the primary entitlement, permitting, and inspection business processes. We will develop current state workflows that show the existing processes with information detailing which departments/divisions and staff are involved in each process, whether each step is manual or automated, the handoffs between individuals and departments/divisions, the data required from

each step, and the timeframe for completion. The process mapping will display all applicable touch points between the applicant and city staff and how technology is integrated into the process.

As a result of this task, the City will be provided with detailed workflow diagrams for their primary development processes. These diagrams will provide both staff and applicants with the ability to understand current development-related processes clearly. Diagrams will be utilized to identify potential chokepoints in the process and future recommendations to create a more efficient process for staff and the customer.

**Task Deliverable – Detailed process flow diagrams for key entitlement, permitting, and inspection business processes.**

### **Task 3 | Assess Customer Satisfaction with Development Review, Permitting, and Inspection Services.**

To ensure that the project team has a good understanding of past customers' perspectives of the development services provided, we will utilize two techniques to obtain input:

- Conduct an online survey of recent applicants to obtain the widest possible input on development review and permitting processes. This survey will be distributed electronically to prior customers of the City over the last 2 – 3 years and include questions regarding the efficiency, effectiveness, and clarity of current development review processes and request input on the current strengths and improvement opportunities for existing processes and procedures.
- Conduct up to five focus group meetings with prior customers to elicit more detailed and specific information regarding the City's processes. Each focus group would consist of individuals who have recently conducted business with the City and representatives from professional trade groups (e.g., homebuilders association, chamber of commerce, downtown business association, etc.).

These efforts will be designed to understand the customer's perceptions of the City's processes, services, associated challenges, and strengths of the current service environment and identify potential opportunities for improved service provision.

**Task Deliverable – Summary of customer feedback from the online survey and focus group meetings identifying key trends and issues related to the development review process.**

#### **Task 4 | Compare Development Review Operations to Industry Best Practices.**

The purpose of this task is to evaluate the services provided by the City related to permit review, permit issuance, and permit inspection processes, organization, staffing, and operational activities in the context of best management practices in the profession. Over our years of experience, we have compiled an extensive list of best practices of high-performing communities and professional organizations (i.e., International Code Council) for the development review processes. Tomball's building permitting operations will be assessed against this unique set of management practices. We will evaluate staffing, management and strategic planning, processes utilized, employee training, communication, timelines, technology functionality, customer information, customer service, etc.

The best practice assessment will provide an analysis that includes identifying areas where the City currently meets or exceeds the best practice and, more importantly, those areas where current gaps and shortcomings exist and, therefore, present opportunities for improving existing operations. The best practice assessment will identify major operational issues clearly and include a preliminary analysis of applicable workload and process data. This analysis will also compare current review performance against Texas and national performance standards.

**Task Deliverable – An evaluation of development review practices compared to industry best practices and a summary of issues identified from this assessment.**

#### **Task 5 | Evaluate Development Review, Permitting, and Inspection Operational Practices, Processes, Technology, Customer Service, and Staffing.**

This task involves evaluating processes, workload, staff utilization, work practices, customer service (internal and external), technology use, staffing, and organizational structure of the City's development review functions. We will address these issues through these approaches:

- **Analyze the various development-related work processes.** The project team will evaluate current processes, laws, and regulations to identify issues driving any inefficiencies in staffing, processes, or other issues that impact the efficiency of the various entitlement, plan review, permitting, and inspection processes. This task may result in alternative process approaches that will streamline current review, permitting, and inspection processes and be built into future recommendations. The project team will develop "to be" workflow diagrams for major process modifications. These diagrams may be used as part of customer information / educational materials, staff information and SOPs, and technology enhancements.
- **Evaluate the adequacy of major work practices utilized by each function.** This analysis will include a review of the workload for 2 – 3 years for each development review functional area. Additional analysis will focus on identifying opportunities to streamline internal

processes, assignments, and work practices to increase productivity and/or enhance their effectiveness. Also, we will identify the degree to which key tasks are not being accomplished due to a lack of staff and assess the extent to which tasks could be absorbed through streamlining of business processes. Additional analysis would focus on defining specific roles of departments/staff in the processes.

- **Analyze responses and review timeliness.** The focus of this task is for the project team to conduct an in-depth analysis of response and review timeliness. The project team will evaluate the workloads of previous years to understand processing timelines by application type. The analysis will include the timeliness of processing applications (by review entity/function), conducting initial and subsequent application reviews, issuing permits (or approval), scheduling and completing inspections, and finalizing certificates of occupancies. Also, we will identify where timelines do not comply with established performance metrics, adopted local and state ordinances, regulations, statutes, and/or industry best practices. This exercise will also identify any discrepancies in performance between review entities. Recommendations may include identifying new performance metrics to align with the City's service level expectations and resource availability.
- **Evaluate customer service, including internal and external customers.** The project team will analyze the service level provided to internal and external customers. The project team will address inter-departmental coordination related to the development process and the approaches used for public outreach and education. The analysis will also assess how to improve coordination and communication between review entities, reviewing the information provided on the City's website, determining the ease of application submittal/inspection requests, and determining the potential impact of alternative operational approaches for customers. An evaluation of how the City shares information regarding applications under review and permitted to the general public will be conducted.
- **Evaluate current technology systems.** This task will focus on understanding and assessing current technology systems utilized by the City. The project team will evaluate the current permitting software suite (SmartGov), the degree to which GIS/AI is implemented and utilized, how mobile 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 how proposed changes to the use of technology may impact efficiencies and operations. Identify current issues related to accessibility and training related to the use of technology.
- **Evaluate the skill mix of current staff and determine staffing resource needs.** Our project team will evaluate the adequacy of staffing levels to conduct historical workload needs. In this analysis, we will evaluate whether the staff possesses 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 level analysis will be based on

different service level parameters desired by the City. Staffing needs will be provided by position classification and include internal and contracted professional, technical, and administrative positions. Staffing needs over the next five years will be provided.

- **Analyze current facilities.** In this subtask, the project team will review the Community Development Department's office space and public counter. This will include an evaluation of the current layout, accessibility, meeting space, storage, and other design features that influence the efficient provision of services internally and externally. Recommendations will be made to improve the public and department's physical space allocation, design, and resource needs.

At the conclusion of this task, we will have evaluated all aspects of the development review, permitting, and inspection processes and operations, including operational practices, processes, customer service, service levels, technology, work activities, staffing, and physical space needs to identify improvement opportunities and recommendations.

As part of the analysis, findings, and recommendations, the project team will evaluate the fiscal impacts on City operations. Fiscal analysis will include both the cost savings and incurrence associated with implementation.

**Task Deliverable - A summary of the identified improvement opportunities and proposed adjustments in processes, customer service, work practices, technology, operations, and staffing levels.**

## **Task 6 | Develop Draft and Final Reports and Plan for Implementation.**

Once the work tasks noted above have been completed, our analysis, findings, and implementation plan will be compiled into a draft and final report. The draft report will contain the following elements:

- An executive summary of the study.
- Final analysis of the customer survey and focus group meeting feedback.
- Final best practices assessment analysis.
- Current and recommended process workflow diagrams.
- Analysis of historic workload trends, performance metrics, and impediments to the current process.
- Recommendations to improve the current approach to development review, identify improvement opportunities relating to philosophies and commitments, staffing required

given these commitments, and managerial and operational practices for improved service delivery.

- Evaluation of technology and recommendations to improve efficiencies.

For this study to be successful, it is important to develop a realistic implementation plan that is prioritized and includes actionable items, responsibility and accountability allocations, and adoption time frames. We would work with staff to develop an internal staff priority list for the most critical changes.

After compiling staff prioritized recommendation list, the project team will work with the City's project steering committee to (1) prioritize the recommendations, (2) develop timelines for implementation by assigning either a short-, mid-, or long-term timeframe, (3) identify the responsible party for implementation (elected officials, city management, department management) to assist in the development of the implementation plan, (4) identify the fiscal impact associated with implementation, and (5) outline of changes to code provisions relating to process workflows and customer service.

Once the City's team has reviewed the draft project report and implementation plan, we will make revisions, as needed, and finalize the report.

We will be available to present our findings, recommendations, and implementation plans to the City Manager and/or City Council.

**Task Deliverable – Compile the draft report that includes findings, analysis, and recommendations. Develop an implementation plan that includes timeline, cost, and responsible party and then finalize the report and present to City Council.**

## **2. PROJECT SCHEDULE**

We propose to conduct this engagement over a six-month period, with a preliminary analysis, findings, and recommendations completed prior to budgeting work sessions in August. The following graphic outlines our proposed project schedule, noting an April project initiation date.

Task	Apr	May	Jun	Jul	Aug	Sep	Oct
1. Initiation & Current State Profile	■	■					
2. Process Diagramming		■	■				
3. Customer Survey/Focus Groups		■	■	■			
4. Best Practices Assessment			■	■	■		
5. Operational/Process Analysis				■	■	■	
6a. Draft Report						■	
6b. Final Report & Presentation							■

This schedule assumes that each interim deliverable is reviewed within two weeks.

### 3. COST

We propose to conduct this engagement for a not-to-exceed price of **\$88,000**. This includes four project team trips (two for interviews/process diagramming workshops, focus group facilitation, and a final report presentation). The following table summarizes our price per task.

Task	Total Hours	Total Fee
1. Initiation & Current State Profile	88	\$17,000
2. Process Diagramming	64	\$11,060
3. Customer Survey/Focus Groups	48	\$8,820
4. Best Practices Assessment	48	\$8,920
5. Operational/Process Analysis	112	\$21,680
6. Draft & Final Report	80	\$15,520
<b>Total</b>	<b>440</b>	<b>\$83,000</b>
Travel Expenses		\$ 5,000
<b>Total Project Cost</b>		<b>\$88,000</b>