

**April 4, 2019
City Council
Special Meeting
4:30 p.m.**



Julie Masters, Mayor
Charles Suderman
Bruce Henderson
Walter Wilson

AGENDA
City of Dickinson
CITY COUNCIL
SPECIAL MEETING

Wally Deats, Mayor Pro Tem
Louis Decker
William H. King III
Chris Heard, City Administrator

April 4, 2019

NOTICE is hereby given of a **SPECIAL MEETING** of the City Council for the City of Dickinson, County of Galveston, State of Texas, to be held on **Thursday, April 4, 2019**, at **4:30 p.m.** at: 4403 Highway 3, Dickinson, Texas 77539 for the purpose of considering the following numbered items. The City Council of the City of Dickinson, Texas, reserves the right to meet in a closed session on any of the below items should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

ITEM 1.) CALL TO ORDER AND CERTIFICATION OF A QUORUM

ITEM 2.) Resolution Number XXX-2019 – **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING AN AGREEMENT BETWEEN THE CITY OF DICKINSON, TEXAS AND STRATEGIC GOVERNMENT RESOURCES, INC. FOR THE PROVISION OF INTERIM FINANCE DIRECTOR SERVICES; AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE AN AGREEMENT FOR SUCH SERVICES; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.**

ITEM 3.) EXECUTIVE SESSION: The City Council will now hold a closed executive meeting pursuant to the provision of Chapter 551, Government Code, Vernon's Texas Codes annotated, in accordance with the authority contained in:

A. Section 551.074 – Personnel Matter – Discussion to Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline or Dismissal of the City Administrator.

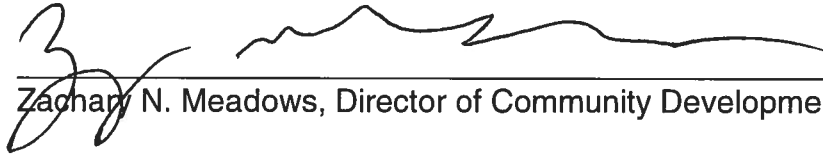
ITEM 4.) RECONVENE

ITEM 5.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Matters Discussed in Executive Session.

ITEM 6.) ADJOURN

CERTIFICATION

This is to certify that a copy of the Notice of the Special City Council meeting for **Thursday, April 4, 2019**, was posted on the bulletin board at City Hall, 4403 Highway 3, Dickinson, Texas, on this the 1st day of April, 2019, prior to 4:30 p.m.



Zachary N. Meadows, Director of Community Development

In compliance with the Americans with Disabilities Act, the City of Dickinson will provide reasonable accommodations for disabled persons attending City Council Meetings. Requests should be received at least 24 hours prior to the scheduled meeting, by contacting the City Secretary's office at 281-337-6217, or by FAX at 281-337-6190.

ITEM 1

**Call to Order and
Certification of a
Quorum**

**CITY OF DICKINSON, TEXAS
CITY COUNCIL MEETING
ATTENDANCE LIST**

**MEETING DATE: April 4, 2019
Special Meeting**

<u>MAYOR/COUNCIL</u>	<u>PRESENT</u>	<u>ABSENT</u>
MAYOR JULIE MASTERS	_____	_____
POS. 1: COUNCILMEMBER CHARLES SUDERMAN	_____	_____
POS. 2: COUNCILMEMBER BRUCE HENDERSON	_____	_____
POS. 3: COUNCILMEMBER WALTER WILSON	_____	_____
POS. 4: COUNCILMEMBER WALLY DEATS	_____	_____
POS. 5: COUNCILMEMBER LOUIS DECKER	_____	_____
POS. 6: COUNCILMEMBER WILLIAM KING	_____	_____
 <u>ALSO IN ATTENDANCE:</u>		
City Attorney David W. Olson	_____	_____
City Administrator Chris Heard	_____	_____
Chief Financial Officer _____	_____	_____
City Secretary Alun W. Thomas	_____	_____
Director of Community Dev. Zachary Meadows	_____	_____
Interim Public Works Director Ronald Sullivan	_____	_____
Police Chief Ron Morales	_____	_____
EMS Director Derek Hunt	_____	_____
Fire Marshal Burt Heddles	_____	_____
Court Administrator Irma Rivera	_____	_____
Library Director Julianne Lane	_____	_____
Bayou Animal Services Manager Sarah Saunders	_____	_____
Intern Gethorio Davidson	_____	_____

**SPECIAL
MEETING
ITEM 2**

**Dickinson City Council
Agenda Item Data Sheet**

MEETING DATE: April 4, 2019

TOPIC: **RESOLUTION NUMBER XXX-2019**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING AN AGREEMENT BETWEEN THE CITY OF DICKINSON, TEXAS AND STRATEGIC GOVERNMENT RESOURCES, INC. FOR THE PROVISION OF INTERIM FINANCE DIRECTOR SERVICES; AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE AN AGREEMENT FOR SUCH SERVICES; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND: Chief Financial Officer, Stephanie Russell has left the position and Sarah Clark who has been serving in a similar capacity in Ms. Russell's departure has also informed the City of her departure in mid-April, given the importance of the position, especially as we move closer to budget season, the appointment of an Interim Finance Director is necessary while a replacement is found.

The City has received a proposed Services Agreement from Strategic Government Resources, Inc. ("SGR") for the provision of Interim Finance Director Services; this Resolution, if approved, would authorize the City Administrator to execute the Agreement with SGR.

RECOMMENDATION: Staff recommends approval of the Resolution.

ATTACHMENTS:

- Resolution XXX-2019
- Contract for Services
- Resume from XXXXXXXXXX

FUNDING ISSUES:

Not applicable – no dollars are being spent or received.

Full amount already budgeted in various accounts to be used.

Not budgeted, however; vacancy savings for the Finance Director position may be utilized to fund the services

FINANCE VERIFICATION OF FUNDING:

<p>SUBMITTING STAFF MEMBER:</p> <p>Zachary N. Meadows, Director of Community Development, by request from Chris Heard, City Administrator</p>	<p>CITY ADMINISTRATOR APPROVAL:</p>
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ACTIONS TAKEN		
APPROVAL	READINGS PASSED	OTHER
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd	

Sandra Jean Clarkson

2345 Willow Dr.
Portland, TX 78374

QUALIFICATIONS

Strong financial background: several years of experience in all areas of accounting: budget development and management; efficient systems development; successful management of employee benefit contracts; investment and cash management; successful general ledger maintenance; broad reporting experience.

Effective manager of personnel: extensive experience in training, motivating and directing a diverse work group to accomplish organization goals, knowledge and experience in implementation and compliance of federal personnel laws

Excellent communicator: skilled in written and oral formats. Able to produce successful internal and external communications for individuals or groups. Above average command of most Microsoft Office products.

WORK HISTORY

June 2014 to present Municipal Finance Consultant

On an interim basis, provide professional financial management to local governments including budget development, investment oversight, debt management, internal and external financial reporting, audit coordination and regulatory agency compliance.

May – June 2015 Interim Controller, **San Antonio River Authority**, San Antonio, Texas

Analyzed general ledger accounts for year-end preparations; lead accounting staff to implement new coding design for a major fund restructuring in the OneSolution financial accounting system.

May 2014 through March 2015 Interim Finance Director, **City of Beeville, Texas**

Lead the development of the FY2014-15 Budget; provided staff support to complete the 9/30/2013 and 9/30/2014 fiscal year audits; completed and filed progress and final reports for various granting agencies; conducted comprehensive audit of utility system accounts receivable to identify internal weaknesses and suggest improvements; worked with and developed a junior staff member to move up to the finance director position.

January – May 2014 Interim Finance Director, **City of Ingleside, Texas**

Provided professional oversight of the accounting department to include general ledger maintenance, coordination of the annual audit, and preparation of various regulatory agency reports and grant documents.

1999 - 2013 Finance Director, **City of Portland, Texas**

Oversight of all financial functions of a small suburban city including cash management, accounts payable and receivable, payroll, general ledger, internal and external reporting, and budget preparation and review. Developed and implemented performance based budgeting system. Also responsible for risk management, human resources and purchasing.

2000 - 2002 Instructor, Basic Accounting, **Del Mar College**, Corpus Christi, Texas

Instructed the most rudimentary aspects of accounting to non-traditional students. Developed teaching methods and tools to instruct students the curriculum which covered a complete accounting cycle.

1992 - 1999 **Human Resources, Nueces County, Texas**

As Personnel Services Manager (1992 - 1994), participated in the development and implementation of the personnel and civil service function. Promoted to HR Director in 1994 and worked to fully develop the human

resource function and the management structures required to make it work (including recruitment, compensation, training, benefits, and compliance with state and federal laws).

1989 -1992 and 1986 - 1988 **County Auditors Office, Nueces County, Texas**

As Internal Audit Supervisor, managed a staff of 5 to 7 clerical and professional staff to provide financial and performance audits at various County offices, develop and implement efficient accounting systems and assist in the compilation of the annual budget and CAFR. Promoted to First Assistant County Auditor (1991) and gained responsibility for the daily supervision of all accounting functions in the office (general ledger, accounts payable, cash management, payroll and grants accounting).

1988 - 1989 Fiscal Manager, **Private Industry Council**, Corpus Christi, Texas

Responsible for all financial matters including accounts receivable and payable, payroll, investments, purchasing, financial reporting, budget preparation and oversight, and ensuring subcontractor compliance with grant regulations.

EDUCATION

MBA, Management, Corpus Christi State University (now Texas A&M University - Corpus Christi, Texas)
1989

BBA, Accounting, Corpus Christi State University (now Texas A&M University - Corpus Christi, Texas)
1985

LICENSES & CERTIFICATES

Certified Public Accountant, Texas State Board of Public Accountancy, 1988

Certified Government Finance Officer, Government Finance Officers Association of Texas, 2003

COMMUNITY INVOLVEMENT

Portland First United Methodist Church, Various service and leadership positions.

DIVIDER PAGE

RESOLUTION NUMBER XXX-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING AN AGREEMENT BETWEEN THE CITY OF DICKINSON, TEXAS AND STRATEGIC GOVERNMENT RESOURCES, INC. FOR THE PROVISION OF INTERIM FINANCE DIRECTOR SERVICES; AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE AN AGREEMENT FOR SUCH SERVICES; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Dickinson’s Finance Director has left their position; and

WHEREAS, the position of Finance Director performs an important role for the City, necessitating the appointment of an Interim Finance Director while a replacement is found; and

WHEREAS, the City has received a proposed Services Agreement from Strategic Government Resources, Inc. for the provision of Interim Finance Director Services; and

WHEREAS, upon full review and consideration of the proposed Services Agreement, herein attached as Exhibit ‘A’ and all matters attendant and related thereto, the City Council is of the opinion that the City of Dickinson should enter into the proposed agreement with Strategic Government Resources, Inc., and that the City Administrator should be authorized to execute a Services Agreement with Strategic Government Resources, Inc. and any and all documents necessary to effectuate such Agreement on behalf of the City of Dickinson.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, THAT:

Section 1. The facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The proposed Services Agreement from Strategic Government Resources, Inc., having been reviewed by the City Council of the City of Dickinson and found to be acceptable and in the best interests of the City of Dickinson and its citizens, are hereby approved.

Section 3. The City Administrator is hereby authorized to execute the proposed Services Agreement from Strategic Government Resources, Inc. and empowered, for and on behalf of the City, to take all such actions and to execute, verify, acknowledge, certify to, file and deliver all such instruments and documents required in the Agreement as shall in the judgment of the City Administrator be appropriate in order to affect the purposes of the foregoing resolution and Agreement.

Section 4. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED on this the 4th day of April 2019.

Julie Masters, Mayor
City of Dickinson, Texas

ATTEST:

Zachary N. Meadows, Director of Community Development
City of Dickinson, Texas

APPROVED AS TO FORM AND CONTENT:

David W. Olson, City Attorney
City of Dickinson, Texas

EXHIBIT “A”

TO

RESOLUTION XXX-2019



Date: March 28, 2019

**Agreement for Interim Finance Director Services
By and Between Strategic Government Resources and the City of Dickinson, Texas**

City of Dickinson, Texas
Chris Heard, City Administrator
cheard@ci.dickinson.tx.us

Strategic Government Resources
Charles Sparks, Chief Operating Officer
ChuckSparks@GovernmentResource.com

("City")

("SGR")

Scope of Services. The City of Dickinson, Texas, (referred to as "City") seeks an Interim Finance Director to perform related duties for City. Strategic Government Resources (referred to as "SGR") will provide a highly experienced local government professional to serve as Interim Finance Director for City.

Recommended Candidate. SGR and City will work together to determine a final candidate for consideration. Should City wish to consider an alternate candidate, SGR can provide other experienced local government professionals for City to interview. City may interview candidate(s) by phone, Skype, or in person. City will reimburse all travel, lodging, and per diem expenses for any in-person interviews.

If at any time during the assignment, City wishes to have another candidate provided to serve as Interim Finance Director, SGR will produce additional experienced local government professionals to fill the position, to the satisfaction of City, pending availability of suitable candidates.

Terms and Conditions. SGR will provide an Interim Finance Director at a rate of \$60.00 per hour. The Interim Finance Director will work a maximum of 40 hours per week unless approved by City. Any hours worked in excess of 40 hours per week, will be billed at the standard contract rate of \$60.00 per hour.

City Contact for Invoicing:

Name: _____

Email: _____

Phone: _____

1. SGR will perform a Comprehensive Media Search on the candidate selected by City and provide a comprehensive media report to City. This media report is compiled from information gathered using our proprietary online search process. This is not an automated process and produces far superior results than a standard media or simple Google search. The report length may be as long as 350 pages and may include news articles, links to video interviews, blog posts by residents, etc.

2. SGR will perform a comprehensive background investigation on the candidate selected by the City. SGR uses a licensed private investigation firm for these services. Through SGR's partnership with FirstCheck, we are able to provide our Cities with comprehensive background screening reports that include detailed information such as:
 - Social Security number trace
 - Address history
 - Driving history/motor vehicle records
 - Credit report
 - Federal criminal search
 - National criminal search
 - Global homeland security search
 - Sex offender registry search
 - State criminal search (for current and previous states of residence)
 - County criminal search (for every county in which candidate has lived or worked)
 - County civil search (for every county in which candidate has lived or worked)
 - Education verification
3. City is responsible for the cost of any drug screening that City may require.
4. All routine business expenses incurred by SGR's representative in their role as Interim Finance Director will be reimbursed under the same terms and conditions that such expenses would be reimbursed for any other employee of City, such as mileage, hotel, and per diem when traveling at the request of City, and business meals incurred for local meetings. Commute time will not be billed by SGR.
5. Depending on the location of the permanent residence of the selected Interim Finance Director, mileage reimbursement and temporary housing may be required. Mileage is reimbursed by City at the current IRS mileage reimbursement rate. The City may elect to provide temporary housing such as a local hotel, direct billed to City, with a mileage/travel reimbursement of twice per month between Interim Finance Director's permanent residence and City.
6. City will be billed weekly for the previous week's work and any travel/housing reimbursement payment will be due within 14 days of each billing. SGR will not be compensated for holidays, vacation time, sick leave, etc.
7. If City hires the candidate placed as Interim Finance Director for a permanent position during the term of this agreement or within 12 months after the conclusion of this agreement, City will pay SGR an employment placement fee of \$5,000.00. This fee is waived if SGR conducts a full-service executive search for this position.
8. City or SGR may terminate the agreement for Interim Finance Director Services with a fourteen (14) day written notice, without cause or penalty.

Cost Summary. SGR will provide Interim Finance Director Services to City as follows:

<i>Interim Finance Director Services</i>	<i>\$60.00 per hour</i>
<i>Comprehensive Media Search Report</i>	<i>\$500.00</i>
<i>Background Investigation</i>	<i>\$300.00</i>
<i>Mileage/Temporary Housing</i>	<i>TBD*</i>
<i>Travel expenses for in-person interviews, if needed</i>	<i>TBD</i>
<i>Per diem for in-person interview, if needed</i>	<i>\$10 breakfast, \$15 lunch, \$25 dinner</i>

**Mileage will be billed at the Standard Mileage Reimbursement Rate established by the IRS. City will provide temporary housing or a housing stipend, if necessary.*

Confidentiality Agreement. The Interim Finance Director will perform services for City which may require City to disclose confidential and proprietary information to Interim Finance Director or which may require City to grant authorization to the Interim Finance Director to make financial and legal transactions on behalf of the City. Confidential information includes, but is not limited to, any information of any kind, nature, or description concerning any matters affecting or relating to Interim Finance Director's services for City, the business or operations of City, and/or the products, projects, drawings, plans, processes, or other data of City. Financial and legal information includes, but is not limited to, financial institution wire transfers, deposits, withdrawals, cash handling, investment handling, real property transactions, or other financial or legal transactions of City. The Interim Finance Director, through his/her contract with SGR agrees:

- To hold any and all confidential information received from City in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others.
- Not to disclose or divulge, either directly or indirectly, the confidential information to others unless first authorized to do so in writing by City. For financial and legal transactions, Interim Finance Director must receive authorization from City verbally and in writing, other than by email, and Interim Finance Director shall maintain reasonable data security controls to protect Interim Finance Director and City from social engineering attacks.
- Not to reproduce the confidential information, nor use this information commercially, or for any purpose other than the performance of his/her duties for City.
- That upon request or upon termination of his/her relationship with City, deliver to City, any drawings, notes, documents, equipment, and materials received from City or originating from his/her activities for City.
- That City shall have the sole right to determine the treatment of any information that is part or project specific received from Interim Finance Director, including the right to keep the same as confidential and proprietary.

Indemnification. To the extent it may be permitted to do so by applicable law, City does hereby agree to defend, hold harmless, and indemnify the designated Interim Finance Director, SGR, and all officers, employees, and contractors of SGR, from any and all demands, claims, suits, actions, judgments, expenses, and attorneys' fees incurred in any legal proceedings brought against them as a result of action taken in the Interim's individual or official capacity for the City as an independent contractor and as Interim Finance Director, providing the incident(s), which is (are) the basis of any such demand, claim, suit, actions, judgments,

expenses, and attorneys' fees, arose or does arise in the future from an act or omission of the Interim Finance Director as an independent contractor of City acting within the course and scope of the Interim Finance Director's engagement with City; excluding, however, any such demand, claim, suit, action, judgment, expense, and attorneys' fees for those claims or any causes of action where it is determined that the Interim Finance Director committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any insurance contract, held either by City or SGR. In the case of such indemnified demand, claim, suit, action, or judgment, the selection of the Interim Finance Director's legal counsel shall be with the mutual agreement of the Interim Finance Director and City if such legal counsel is not also City's legal counsel. A legal defense may be provided through insurance coverage, in which case the Interim Finance Director's right to agree to legal counsel provided for him/her will depend on the terms of the applicable insurance contract. The provisions of this paragraph shall survive the termination, expiration, or other end of this agreement and/or the Interim Finance Director's engagement with City.

Venue. The venue for any disputes shall reside in Galveston County, Texas.

Applicable law. This agreement shall be governed by the laws of the State of Texas.

This agreement represents the full and complete agreement between Strategic Government Resources and the City of Dickinson, Texas, and supersedes any and all prior written or verbal agreements. This agreement may be modified or amended only by a written instrument signed by the parties.

Approved and Agreed to, this the _____ day of _____, 2019, by and between Strategic Government Resources and the City of Dickinson, Texas.

Chris Heard, City Administrator
City of Dickinson, Texas

Charles Sparks, Chief Operating Officer
Strategic Government Resources

**SPECIAL
MEETING
ITEM 3**

EXECUTIVE SESSION

RECESS TIME:_____

**SPECIAL
MEETING
ITEM 4**

RECONVENE

TIME: _____

**SPECIAL
MEETING
ITEM 5**

**MATTERS
DISCUSSED
IN
EXECUTIVE
SESSION**

**SPECIAL
MEETING
ITEM 6**

ADJOURN

TIME: _____
MOTION: _____
SECOND: _____
VOTE: _____