



**CMO-MS-2604**  
**Professional Services to Conduct a Market  
Salary Survey for the City of South Padre  
Island**

Proposals must be received before:

March 17, 2026  
4:00 p.m. central time  
City of South Padre Island  
ATTN: City Secretary  
4601 Padre Blvd.  
South Padre Island, TX 78597

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## GENERAL

The City of South Padre Island seeks to enter into an agreement with a qualified Individual, Firm or Corporation (Proposer) with substantial and relevant experience and expertise to conduct a comprehensive market salary survey for the City of South Padre Island.

## DEFINITIONS

The following definitions shall be used to identify terms throughout this Request for Proposal:

**A. AGREEMENT/CONTRACT**

A mutually binding legal document obligating the Firm to furnish the goods or services specified within this solicitation and obligating the City to pay for the goods as specified.

**B. RESPONSE/OFFER**

A complete, properly signed response to this solicitation that, if accepted, would bind the Respondent to perform the resulting contract.

**C. RESPONDENT/OFFERER**

The Individual, Firm or Corporation (Proposer) that considers themselves qualified to provide the products specified herein, and are interested in making an offer to provide the goods to the City.

**D. CITY**

The City of South Padre Island, located in Cameron County, Texas.

**E. CITY COUNCIL**

The elected officials of the City of South Padre Island, Texas, given the authority to exercise such powers and jurisdiction of all City business as conferred by the City Charter and State Constitution and Laws.

**F. FIRM**

The successful Proposer of this request for proposal.

**G. PIGGYBACK CONTRACT**

A contract or agreement that has been competitively solicited in accordance with State of Texas statutes, rules, policies and procedures and has been extended for the use of state and local agencies that have entered (or will) into an Interlocal Agreement with the City.

**H. PURCHASE ORDER**

A purchase order records the financial obligation of the City to pay for goods or services properly received; therefore, a purchase order is also required for all contracts with an expenditure of funds entered into by the City Manager or City Council.

**I. REQUEST FOR PROPOSAL (RFP)**

This Solicitation document issued by the City containing terms, conditions and specifications for the products to be procured.

**J. VENDOR/CONTRACTOR**

Person or business enterprise providing goods or services to the City as fulfillment of obligations arising from an agreement pursuant to this request for proposal.

**NOTICE TO PROPOSERS**

**A. NOTICE**

Sealed proposals are due at **4:00 p.m. on March 17th, 2026** after which time all qualified responses will be opened and acknowledged at 4601 Padre Blvd, South Padre Island, Texas 78597. Proposals received after the specified deadline will be returned unopened.

**Sealed proposals shall be clearly marked with the RFP number and title and addressed to the City of South Padre Island – City Secretary. Proposals shall be delivered using one of the following:**

|                              |                              |                                   |
|------------------------------|------------------------------|-----------------------------------|
| <b>Hand-deliver to:</b>      | <b>Mail to:</b>              | <b>Ship to (FedEx, UPS, DHL):</b> |
| 4601 Padre Blvd              | 4601 Padre Blvd.             | 4601 Padre Blvd.                  |
| South Padre Island, TX 78597 | South Padre Island, TX 78597 | South Padre Island, TX 78597      |

Potential Respondents may receive notice of solicitations from the City of South Padre Island from a variety of channels. Approved methods of dissemination include: City of South Padre Island website or the City of South Padre Island City Secretary. The receipt of solicitations through any other means may result in the receipt of incomplete specifications or addenda which could ultimately render your proposal non-compliant. City of South Padre Island accepts no responsibility for the receipt or notification of solicitations through any other source.

**B. QUESTIONS and INQUIRIES**

Questions and inquiries about this Solicitation shall be submitted in writing to the following individual:

Wendy Saldana  
Human Resources Director  
wsaldana@myspi.org

The deadline for written questions is **March 9th, 2026 at @ 10:00 a.m.** central time. This deadline has been established in order to provide adequate time for City staff to prepare responses to questions from Proposers to the best of their ability in advance of the Pre-Proposal Conference meeting.

Proposers shall not attempt to contact City Council members, City staff or Management directly during the pre-proposal or post-proposal period. The City intends to respond to all appropriate questions or concerns; however, the City reserves the right to decline to respond to any question or concern. All material modifications, clarifications or interpretations will be incorporated into an addendum which will be publically posted. All addenda issued prior to the due date and time for responses are incorporated into the RFP and must be acknowledged in the Proposal response. Only written information provided shall be binding. Oral or other interpretations shall not be binding and are held without legal effect.

**C. SCHEDULE OF IMPORTANT DATES**

The City will generally comply with the following schedule for the selection process, subject to changes necessary to ensure fairness and to accommodate unanticipated events:

|             |                   |
|-------------|-------------------|
| Release RFP | February 24, 2026 |
| Advertised  | February 28, 2026 |

|                                      |              |                |
|--------------------------------------|--------------|----------------|
| Advertised                           |              | March 7, 2026  |
| Deadline for Questions and Inquiries | 10:00 AM CST | March 9, 2026  |
| Proposals Closing Date and Time      | 4:00 PM CST  | March 17, 2026 |
| City's Review of Proposals           |              | March, 2026    |
| Earliest Award by City               |              | April 1, 2026  |

**D. CERTIFICATION**

This Solicitation includes a certification page. Respondent must:

1. Furnish complete name, mailing address, telephone number and email of the individual duly authorized to execute contractual documents on behalf of the Respondent.
2. Furnish name of individual(s), along with respective telephone numbers and email addresses, who will be responsible for answering all questions.
3. Certify that they have not conspired with any other potential Respondents in any manner to attempt to control competitive pricing.
4. Certify that they are duly qualified, capable and otherwise bondable business entity not in receivership or contemplating same, and has not filed bankruptcy.

**E. EXCEPTIONS**

Any deviations from terms, conditions or specifications contained herein must be clearly indicated in the Response to this Solicitation in writing at or before the due date and time. Any deviations or exceptions are subject to review by the City and may deem the Response disqualified or non-responsive. If no exceptions are stated, it will be understood that all general terms and conditions and specific requirements will be complied with, without exception.

**F. DISCLOSURE OF INTERESTED PARTIES**

Contracting hereunder may require compliance with §2252.908 Texas Government Code/Disclosure of Interested Parties for contracts that (1) require an action or vote by the City Council before the contract may be signed; or (2) has a value of at least \$1 million. The law provides that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

The process as implemented by the Texas Ethics Commission ("TEC") is as follows:

1. The disclosure of interested parties must be performed using the [Texas Ethics Commission's electronic filing application](#) listing each interested party of which the business entity is aware on Form 1295, obtaining a certification of filing number for this form from the TEC, and printing a copy of it to submit to the City.
2. The copy of Form 1295 submitted to the City must contain the unique certification number from the TEC. The form must be filed with the City pursuant to §2252.908 Texas Government Code, "at the time the business entity submits the signed contract" to the City.

The City, in turn, will submit a copy of the disclosure form to the TEC not later than the 30th day after the date the City receives the disclosure of interested parties from the business entity.

## STANDARD TERMS and CONDITIONS

### **A. ADDENDA**

If it becomes necessary to revise any part of this proposal, prior to the due date and time, a written addendum will be provided to all known interested Respondents. The City is not bound by any oral representations, clarifications, or changes made in the written specification by the City's employees, unless such clarification of change is provided to Respondents in written addendum form from the City.

Addenda will be transmitted to all that are known to have received a copy of the request for proposal and specifications. However, it shall be the sole responsibility of the Respondent to verify issuance of any addenda and to check all avenues of document availability prior to the opening date and time. Respondent shall provide written acknowledgment of all addenda.

### **B. ADVERTISING and PUBLICITY**

Firm shall not advertise or otherwise publicize, without the City's prior written consent, the fact that the City has entered into the Agreement, except to the extent required by applicable law.

### **C. ASSIGNMENTS**

The Agreement shall be binding upon and inure to the benefit of the City and the Firm, and their respective successors and assignees, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Firm without the prior written consent of the City. Any attempted assignment or delegation by the Firm shall be void unless made in conformity with this Paragraph. The Agreement is not intended to confer any rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there is no third party beneficiaries to the Agreement.

### **D. BUSINESS PRACTICES**

Minority business enterprises and/or historically underutilized businesses will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

### **CANCELLATION or TERMINATION**

#### **1. Termination For Cause:**

In the event of default by the Firm, the City shall have the right to terminate the Agreement for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Firm, within such ten (10) day period cures such default, or provides evidence sufficient to prove to the City's satisfaction that such default does not, in fact, exist. In addition to any other remedies available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses incurred by the City as a result of the Firm's default, including without limitation, cost of cover, reasonable attorneys' fees, court costs and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of default by the Firm, the City may remove the Firm from the City's Vendor List and any Offer submitted by the Firm may be disqualified for up to three (3) years. All rights and remedies under the Agreement are cumulative and not exclusive of any other right or remedy provided by law.

**2. Termination Without Cause:**

The City shall have the right to terminate the Agreement, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Firm shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Firm, to the extent of funds appropriated or otherwise legally available for such purposes, for all products actually delivered and obligations incurred prior to the date of termination in accordance with the terms hereof.

**3. Non-Appropriation:**

The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed that the City shall have the right to terminate the Agreement if, for any reason, funds are not appropriated to continue this Agreement.

**4. Cancellation:**

The City reserves the right to cancel the Agreement for default for all or any part of the delivered portion of the deliverables if the Firm breaches any term hereof including warranties, or becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which the City may have in law or in equity.

**E. CLAIMS**

If a claim, demand, suit or other action is asserted against the Firm which arises under or concerns the Agreement, or which could have a material adverse effect on the Firm's ability to perform thereunder, the Firm shall give written notice to the City within ten (10) calendar days after receipt of notice by the Firm. Such notice to the City shall state the date of notification of any such claim, demand, suit or other action; the names and address of the claimant(s); the basis thereof; and the name of each person against whom such claim is asserted. Such notice shall be delivered to the City Manager, 4601 Padre Blvd, South Padre Island, TX 78597.

**F. CODES, PERMITS, LICENSES**

Firm shall comply with all federal, state and local standards, codes and ordinances, as well as other authorities that have jurisdiction pertaining to the products delivered and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. Firm shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations to the City.

**G. COLLUSION**

Advanced disclosures of any information to any particular Respondent which gives that particular Respondent any advantage over any other interested Respondent in advance of the opening of bids, whether in response to advertising or an informal request for proposals, made or permitted by a member of the governing body or an employee or representative thereof, will cause to void all responses to that particular solicitation or request.

**H. COMMUNICATION**

To insure the proper and fair evaluation of this Proposal, the City prohibits ex parte communication (e.g., unsolicited) initiated by the Respondent to the City Official or Employee evaluating or considering the Responses prior to the time an award has been made. Communication between Respondents and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Proposal(s). Ex parte communication may be grounds for disqualifying the offending Respondent from consideration or award, or any future Solicitation.

Unless otherwise specified, all requests for clarification or questions regarding a Solicitation must be directed as provided herein.

**I. CONFIDENTIALITY**

In order to provide the deliverables to the City, Firm may require access to certain of the City's and/or its licensors' confidential information (including, but not limited to, inventions, employee information, trade secrets, confidential know-how, confidential business information and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Firm acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors, and any unauthorized use, disclosure, dissemination or other release of the Confidential Information will substantially injure the City and/or its licensors. The Firm (including its employees, subcontractors, agents or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate or otherwise use the Confidential Information without the prior written consent of the City, or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or as a result of an order of any court or other governmental authority with proper jurisdiction, provided the Firm promptly notifies the City prior to disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Firm agrees to use protective measures no less stringent than the Firm uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

**J. DEFAULT**

Firm shall be in default under the Agreement if the Firm (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) fails to fully, timely and faithfully perform any of its material obligations under any agreement Firm has with the City, (c) fails to timely pay any fees or taxes owed to the City, (d) becomes insolvent or seeks relief under the bankruptcy laws of the United States, or (e) makes a material misrepresentation in Respondent's Proposal, or in any report or deliverable required to be submitted by Firm to the City.

A Firm who abandons or defaults the work on the Agreement and causes the City to purchase the products elsewhere may be charged the difference in cost of products, if any, and may not be considered in the re-advertisement of the service and may be rejected as an irresponsible bidder and not considered in future Solicitations for the same type of commodity unless the scope of work is significantly modified.

**K. DELAYS**

The City may delay scheduled deliveries or other due dates by written notice to the Firm if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Agreement, the City and the Firm shall negotiate an equitable adjustment for costs incurred by the Firm in the Agreement price and execute an amendment to the Agreement. The Firm must assert its right to an adjustment within ten (10) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution Process specified herein. However, nothing in this provision shall excuse the Firm from delaying the deliveries as notified.

**M. DISCLOSURE**

At the due date and time there will be no disclosure of contents of any Proposal to competing Proposers, and all Proposals will be kept confidential during the negotiation process. Except for trade

secrets and confidential information which the Firm identifies as proprietary, all Proposals will be open for public inspection after the contract award.

**N. DISCLOSURE OF PENDING LITIGATION:**

Each Respondent shall include in its proposal a complete disclosure of any material civil or criminal litigation or pending investigation which involves the Respondent or in which the Respondent has been judged guilty.

**O. DISPUTE RESOLUTION**

If either the Firm or the City has a claim, dispute or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties in accordance with the Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

**P. FORCE MAJEURE**

Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond reasonable control. In the event of default or delay in performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

**Q. FRAUD**

Fraudulent statements by the Respondent in the Proposal or in any report or deliverable required to be submitted by the Firm to the City shall be grounds for termination of the Agreement for cause by the City and may result in legal action.

**R. GRATUITIES**

The City may, by written notice to the Firm, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by the Firm or any agent or representative of the Firm to any officer or employee of the City with the intent of securing the Agreement or securing favorable treatment with respect to awarding or amending or the making of any determinations with respect to performance of the Agreement. In the event the Agreement is cancelled by the City pursuant to this Section, the City shall be entitled, in addition to any other rights and remedies, to recover the benefits or payments to the Firm, as a result of the gratuities.

**S. INDEPENDENT CONTRACTOR**

Nothing in this Request for Proposal is intended to be construed as creating an employer/employee relationship, a partnership or joint venture. The Firm's services shall be those of an independent

contractor. The Firm agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City. Firm shall not be within protection or coverage of the City's Worker Compensation Insurance, Health Insurance, Liability Insurance or any other insurance that the City, from time to time, may have in force.

**T. INDEMNITY**

**FIRM SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY THE CONTRACTOR UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.**

**U. INFRINGEMENT**

Firm represents and warrants to the City that: (a) Firm shall provide the City good and indefeasible title to the deliverables and (b) the deliverables supplied by the Firm in accordance with the specifications of the Agreement shall not infringe, directly or contributory, any patent, trademark, copyright, trade secret or any other intellectual property right of any kind of any third party; that no claims have been made by an person or entity with respect to the ownership or operation of the deliverables and the Firm does not know of any basis for any such claims. Firm shall, at its sole expense, defend, indemnify and hold the City harmless from and against all liability, damages and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (a) any claim that the City exercises anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverable infringes the intellectual property rights of any third party; or (b) Firm's breach of any of the Firm's representations or warranties stated in this Agreement. In the event of any such claim, the City shall have the right to monitor such claim or, at its option, engage its own separate counsel to act as co-counsel on the City's behalf. Further, Firm agrees that the City's specifications regarding the deliverables shall in no way diminish Firm's warranties or obligations under this Paragraph, and the City makes no warranty that the products, development or delivery of such deliverables will not impact such warranties of Firm.

**V. INSURANCE REQUIREMENTS**

Upon request, Firm shall provide a copy of its insurance policies to the City.

**W. INTERLOCAL AGREEMENT**

Other governmental entities may be extended the opportunity to purchase from Solicitations awarded by the City, with the consent and agreement of the successful Firm(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in Firm's Response. However, all parties indicate their understanding and all parties hereby expressly agree that the City is not an agent of, partner to or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that arise out of such independently negotiated piggyback procurements.

**X. INTERPRETATION**

The Agreement is intended by both parties as the final, complete and exclusive statement of the terms of their Agreement. No course of prior dealing between the parties or course of performance or usage

of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner fair to both parties, reading no provision more strictly against one party of the other. Whenever a term defined by the Uniform Commercial Code (the "UCC"), as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control unless otherwise defined in the Agreement.

**Y. INVALIDITY**

The invalidity, illegality or unenforceability of any provision of the Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace the stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

**Z. LIABILITY**

Any person, firm or corporation party to the Agreement shall be liable for all damages incurred while in the performance of the Agreement. Firm assumes full responsibility for the terms contained herein and hereby releases, relinquishes, and discharges the City, its officers, agents and employees from all claims, demands and causes of action of any nature including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third party, supplier or an employee of either of the parties hereto, and any loss of or damage to property, whether the same be that of either of the parties, caused by or alleged to have been caused by, arising out of or in connection with the issuance of the Agreement to the Firm and the negligence of the Firm, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificates of insurance may be required for, but not limited to, Commercial General Liability, Business Auto Liability, Workers Compensation and Professional Liability Insurance.

**AA. LIENS**

Firm shall defend, indemnify and hold the City harmless from and against any and all liens and encumbrances for all products delivered under this Agreement. At the City's request, the Firm or its subcontractors shall provide a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

**BB. MANAGEMENT**

Should there be a change in ownership or management, the Agreement may be canceled unless a mutual Agreement is reached with the new owner to continue the Agreement with its present terms, conditions and pricing. The Agreement is nontransferable by either party.

**CC. NOTICES**

Unless otherwise specified, all notices, requests or other communications required or appropriate to be given under the Agreement shall be in writing and deemed delivered three (3) business days after postmarked if sent by US Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, fax, or other commercially accepted means. Notices to the Firm shall be sent to the address specified in the Firm's proposal or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to: City of South Padre

Island, 4601 Padre Blvd., South Padre Island, TX 78597 and marked to the attention of the City Manager.

**DD. OVERCHARGES**

Firm hereby assigns to the City any and all claims for overcharges associated with this Agreement which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and/or which arise under the antitrust laws of the State of Texas, *Business and Commerce Code Ann.*, Section 15.01, et seq.

**EE. PAYMENT TERMS**

**1. Tax Exempt Status:**

The City is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The City claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates are furnished upon request. Firm will not charge for such taxes. If billed, the City will not remit payment until a corrected invoice is received.

**2. Invoicing Requirements:**

Unless otherwise specified, all invoices shall be submitted to City of South Padre Island, Accounts Payable, 4601 Padre Island, South Padre Island, TX 78597, and issued as required by the Purchase Order or Agreement. ***Each invoice must reference the unique Purchase Order number, and include the Firm's complete name and remit to address.*** If applicable, transportation and delivery charges must be itemized on the each invoice.

**3. Payment Terms:**

All payments will be processed in accordance with Texas Prompt Payment Act, *Texas Government Code*, Subtitle F, Chapter 2251. The City will pay Firm within thirty days after acceptance of goods or services delivered, or the day of receipt of a correct invoice, whichever is later. The Firm may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Firm concerning the goods or services delivered, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Firm and a subcontractor and its suppliers concerning deliveries made, which caused the payment to be late; or (d) the invoice is not mailed to the City in strict accordance with instructions on the Purchase Order or Agreement, or other such contractual agreement.

**4. Right To Audit:**

The Firm agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all records of the Firm related to the performance under this Agreement. The Firm shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Firm are resolved, whichever is longer. The Firm agrees to refund to the City any overpayments disclosed by any such audit.

**5. Firm Pricing:**

The price shall remain firm for the duration of the Agreement, or any extension period, unless expressly approved in writing. No separate line item charges shall be permitted for any extraneous charges. Firm further certifies that the cost proposal has been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other Respondent or with any competitor.

**6. Price Warranty:**

The Firm warrants the prices quoted are not materially higher than the Firm's current prices on orders by others for like deliverables under similar terms of purchase. In addition to any other remedy available, the City may deduct from any amounts owed to the Firm, or otherwise recover, any amounts paid for items materially in excess of the Firm's current prices on orders by others for like deliverables under similar terms of purchase.

**7. Travel Expenses:**

All travel, lodging and/or per diem expenses associated with providing the products specified must be included in the original Proposal. All travel expenses are subject to review by the City and documentation of actual itemized expenses may be requested. No reimbursement will be made without prior authorization, or for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed.

**FF. PERSONAL INTEREST**

No employee or City Council Member of the City may have any financial interest, directly or indirectly, in any proposed or existing agreement, purchase, work, sale or service to, for, with or by the City.

**GG. PRIORITY OF DOCUMENTS**

In the event there are inconsistencies between the general provisions and special (or other) terms and conditions contained herein, the latter will take precedence.

**HH. PROHIBITED FIRMS**

The City of South Padre Island prohibits conducting business with Firms under the following conditions:

1. Respondents who have failed to comply with their state contracts and have been debarred from doing business with the State of Texas.
2. Respondent who boycott Israel. By signing and submitting this bid, Respondent certifies that:
  - a. Respondent does not boycott Israel; and
  - b. Respondent will not boycott Israel during the term of the agreement.

**II. PUBLIC INFORMATION**

All Responses are subject to release as public information unless the Response or specific parts of the Response can be shown to be exempt from the Texas Public Information Act. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential Respondents.

If a Respondent believes that a Response or parts of a Response are confidential, then the Respondent shall so specify. The Respondent shall stamp in bold red letters the term "**CONFIDENTIAL**" on that part of the Response, which the Respondent believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All Responses and parts of Responses that are not marked as confidential will be automatically considered public information.

**JJ. REIMBURSEMENTS**

There is no expressed or implied obligation for the City of South Padre Island to reimburse responding firms for any expenses incurred in preparing proposals in response to this Request for Proposal and the City will not reimburse responding firms for these expenses, nor will the City pay any subsequent costs associated with the provision of additional information or presentation, or to procure a contract for these goods or services.

**A. REPRESENTATIONS and RESPONSIBILITIES**

By submitting a proposal in response to this RFP, Proposer represents that it has carefully read and understands all elements of this RFP; has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the work; and has full knowledge of the scope, nature, quality and quantity of services to be performed.

By submitting a proposal in response to this RFP, the Proposer represents that it has not relied exclusively upon any technical details in place or under consideration for implementation by the City, but has supplemented this information through due diligence research and that the Proposer sufficiently understands the issues relative to the indicated requirements.

The failure or omission of Proposer to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with existing conditions or other details shall in no way relieve any Proposer from any obligations with respect to its proposal or to the contract.

**KK. RESERVATIONS**

The City reserves the right to request clarification or additional information specific to any response after all Responses have been received and the solicitation due date has passed. Additionally, the City reserves the right to accept or reject all or part of any Response, waive any formalities or technical inconsistencies, delete any portion of the Scope of Work, or terminate the Solicitation when deemed to be in City's best interest.

**LL. RESPONSES BECOME PROPERTY OF THE CITY**

Submissions received in response to this Request for Proposal become the sole property of the City.

**MM. RIGHT TO ASSURANCES**

In the event the City, in good faith, has reason to question the intent of the Firm to perform, the City may demand written assurances of the intent to perform. In the event no written assurance is given within the time specified, the City may treat this failure as an anticipatory repudiation of the Agreement.

**NN. SEVERABILITY**

The invalidity or unenforceability of any provision herein shall not affect the validity or enforceability of any other provision.

**OO. SURVIVABILITY OF OBLIGATIONS**

All provisions of the Agreement that impose continuing obligations on the parties, including but not limited to the warranty, indemnity and confidentiality obligations of the parties, shall survive the expiration or termination of the Agreement.

**PP. FIRM'S OBLIGATION**

Firm shall fully and timely provide all deliverables described in this Solicitation, Firm's response must be in strict accordance with the terms, covenants and conditions of the Agreement and all applicable federal, state and local laws, rules and regulations.

**QQ. VENUE**

This Agreement is made under and shall be governed by the laws of the State of Texas, including when applicable, the UCC as adopted in Texas, VTCA, *Business & Commerce Code*, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. This Agreement is fully performable in South Padre Island, Texas, and the venue for any action related to this Agreement shall be South Padre Island, Texas. All issues arising from this Agreement shall be resolved in the courts of Cameron County, Texas and the parties agree to submit to the exclusive

personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or the ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein and does not waive the City's defense of sovereign immunity.

**RR. WAIVER**

No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Firm or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default(s), whether of similar or different character.

**SS. WITHDRAWAL**

Respondents may request withdrawal of a sealed Proposal prior to the scheduled opening time, provided the request for withdrawal is submitted to the City in writing.

## BACKGROUND and CURRENT CIRCUMSTANCES

**A. CITY of SOUTH PADRE ISLAND**

Known as the Tropical Tip of Texas, the City is a tourist-oriented resort community. The white sandy beach of South Padre Island is known throughout the United States and is ranked as one of Texas' top beaches. The City occupies approximately 2.5 square miles and serves a full-time residential population of approximately 2,386. The City of South Padre Island was incorporated in 1973 and became the City of South Padre Island when the Home Rule Charter was adopted in 2009. The City operates under the council-manager form of government. Policymaking and legislative authority are vested in a governing council consisting of the Mayor and five Council Members. The City Council is responsible, among other things, for passing ordinances, adopting the budget, appointing committees, and hiring both the City Manager and the City Attorney. The City Manager is responsible for carrying out the policies and ordinances of the City Council, overseeing the day-to-day operations of the City, and for appointing heads of various departments. The Mayor and the Council Members serve three-year staggered terms and are elected at large.

**B. CURRENT CIRCUMSTANCES**

**Total Compensation Philosophy**

*The City of South Padre Island (City) is committed to providing an organized, equitable, consistently administered, and maintained competitive total compensation system of salary and benefits to employees that supports its strategic objectives. The City seeks to attract and retain a highly engaged, qualified and diverse workforce through a competitive pay system that fosters the City's commitment to providing services to residents and visitors alike. Recognizing and rewarding*

*employees' experience and responsibility levels competitive with its peers while remaining fiscally responsible to the public are key to the City's compensation system and associated practices.*

*To support this philosophy, the City of South Padre Island will:*

- ⑦ Provide a competitive total compensation system of salary and benefits that is competitive with its peers;*
- ⑦ Maintain and update a competitive compensation (pay) plan and classification structure that is internally and externally equitable, provides for career and salary growth, and allows for flexibility in administration;*
- ⑦ Administer and maintain flexible hire, promotion, and retention pay practices that support the compensation and classification system and provide managers flexibility in offering competitive salaries to attract and retain a highly qualified, engaged workforce;*
- ⑦ Communicate and administer the compensation plan and classification structure equitably, and in a manner that is clear and transparent to employees at all levels and is supported by the public; and*
- ⑦ **Review regularly the compensation and classification structure and associated policies and practices through internal review, and surveys of external peer market salary trends.***

The City last conducted a market salary survey in 2021. To remain compliant with the philosophy above the City needs to review the market. In addition, we are starting to have some recruitment and retention issues in several areas including Public Safety. We are striving to include any salary changes in the draft fiscal year 2026/27 budget that is presented to the City Council in June of 2026.

The compensation-related policies are attached to this RFP along with the current pay scale.

## SCOPE OF WORK

The consultant shall conduct a comprehensive market salary survey for the City of South Padre Island.

### The survey will:

- Compare actual base pay rates for similar positions in identified geographical areas across 7 benchmark entities per category within the State of Texas.
- Compare market salary that includes additional pay types.
  - Certification Pay (including Intermediate, Advanced, Master, Paramedic, and other specialized certifications.)
  - Education Pay

- Assignment Pay
- Build upon the methodology and approach used in a 2021 salary survey, including the use of most of the same benchmark cities.
  - City of Brownsville
  - City of Corpus Christi
  - City of Galveston
  - City of Marble Falls
  - City of McAllen
  - City of Mission
  - City of San Marcos
- Include the following categories:
  - **General City Positions** (45–50 positions)
  - **Public Safety Positions** (10–20 positions, including sworn police and fire)
  - **Professional Positions** (1–3 positions, including Engineers and Shoreline Director)
- Represented positions will be determined in collaboration with the selected consultant as part of the overall strategy for representing levels, positions, and comparability likelihood across benchmark cities, ensuring that the survey captures a balanced and meaningful cross-section of roles aligned with the City’s organizational structure and compensation philosophy.
- The total number of positions surveyed shall not exceed 75.

## SUBMISSION REQUIREMENTS

The City will not accept oral proposals, or proposals received by telephone or FAX machine. Proposals must be prepared simply and economically, providing a straightforward, concise description of Proposer’s ability to meet all requirements and specifications of this RFP. Emphasis should be focused on completeness, clarity of content and responsiveness to all requirements and specifications of this RFP.

The proposal must be submitted in hard copy. Proposer shall submit 1 original and 3 copies of the entire proposal, plus 1 digital copy (on CD, DVD or thumb drive).

The City of South Padre Island requires comprehensive responses to every section within this RFP. To facilitate the review of the responses, Respondents shall follow the described format. The intent of the proposal format is to expedite review and evaluation. It is not the intent to constrain Proposers with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review.

### TAB A FIRM BACKGROUND

City of South Padre Island

RFP No. CMO-MS-2604: Professional Services for Conducting a Market Salary Survey for the City of South Padre Island

1. Briefly introduce your Firm including the number of years in business
2. Provide a summary of the administration, organization, and staffing of your Firm, including multiple offices, if applicable
3. Include the same for any associate firm or sub-consultant

**TAB B PROJECT EXPERIENCE and QUALIFICATIONS**

1. Describe at least three (3) projects that are complementary in nature to this project. References for each project should be included (preferably other City, town or local governments in Texas that the proposer has provided services to).
2. Describe the experience of the Firm in the last thirty-six (36) months in performing services of similar scope and size.
3. Identify the Project Manager and each individual who will work on this engagement. Include resumes for each person to be assigned.
4. Include references from relevant past projects preferable from Municipal clients.

**TAB C METHODOLOGY and TECHNICAL APPROACH - TIME SCHEDULE**

1. Provide a narrative description of the Firms' plan to accomplish the work and services to be provided to the City.
2. Clearly acknowledge your understanding of the scope of work, including a detailed approach to completing this project.
3. Provide the project timeline with the completion date.
4. Clearly identify materials and knowledge resources that the Firm will need from the City to complete this project.

**TAB D COST PROPOSAL**

1. Provide a detailed cost proposal broken down by task or phase.
2. Travel and other reimbursable fees must be estimated and submitted separately from professional fees.
3. The actual contract amount will be negotiated after the Firm has been selected and the scope of work finalized.

**TAB E CERTIFICATION and ACKNOWLEDGEMENT PAGE**

**EVALUATION and SELECTION PROCESS**

The City has attempted to provide a comprehensive statement of requirements through this RFP for the work contemplated. Written proposals must present Proposer's qualifications and understanding of the work to be performed. Proposers are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals must be as thorough and detailed as possible so that the City may properly evaluate capabilities to provide the requested goods or services.

Selection may be made of one or more Proposers deemed to be fully qualified and best suited among those submitting proposals. Presentations and/or interviews may be conducted by one or more Proposers selected. The City reserves the right to award based on the responses received or to negotiate with any or all of the Proposers selected. Price shall be considered, but shall not be the sole determining factor. The City shall select the Proposer which, in the City's opinion, has made the Proposal most beneficial to

City of South Padre Island

RFP No. CMO-MS-2604: Professional Services for Conducting a Market Salary Survey for the City of South Padre Island

the City for award. Should the City determine in writing and in its sole discretion that only one Proposer is fully qualified or that one Proposer is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Proposer. The executed Agreement will incorporate all the requirements, terms and conditions of the solicitation and the Proposer's proposal as negotiated.

The City has established specific, weighted criteria for selection. This section presents the evaluation criteria, description, and relative weight assigned to each (100 points maximum). The City will evaluate each Proposer's responses to the requirements contained in this RFP.

#### **Clarity and Quality of Proposal**

#### **Pass/Fail**

Firms must provide comprehensive responses to every section within this RFP in the described format. It is not the intent of the City to constrain Firms with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to do so may result in your Proposal being disqualified from further review and consideration.

To facilitate the evaluation process, the City will be scoring the Bid per the following:

| Criteria                                                                   | Weight (%) | Score (1-5) as the highest |
|----------------------------------------------------------------------------|------------|----------------------------|
| Proposal Amount<br>(Total Project Cost)                                    | 55%        | 1-5                        |
| Schedule and Timeline<br>(Proposed project completion date)                | 20%        | 1-5                        |
| Experience and Qualifications<br>(Relevant Project History, Key Personnel) | 15%        | 1-5                        |
| References<br>(References included and/or contacted by the City)           | 10%        | 1-5                        |

The weighed score will be calculated as: (Score for Category) x (Weight for Category) The total score will be calculated as: Sum of all weighted scores to determine the highest Ranked Bidder.

By submission of a proposal, Proposer acknowledges acceptance of the evaluation process, the evaluation criteria, scope of work, approach and methodology, and all other terms and conditions set forth in this RFP. Further, Firms acknowledge that subjective judgements must be made by the City during this process.

The City makes no guarantees or representations that any award will be made and reserves the right to cancel this solicitation for any reason, including:

- Reject any and all proposals received as a result of this RFP.
- Waive or decline to waive any informality and any irregularities in any proposal or responses received.
- Negotiate changes in the Scope of Work or services to be provided.
- Withhold the award of contract(s).

- Select Proposer(s) it deems to be most qualified to fulfill the needs of the City. Proposer(s) with the lowest priced proposal(s) will not necessarily be selected, since a number of criteria other than price are important in the determination of the most acceptable proposal(s).
- Terminate the RFP process.

## CERTIFICATION and ACKNOWLEDGMENT

The undersigned affirms that they are duly authorized to submit this Proposal, that this Proposal has not been prepared in collusion with any other Respondent, and that the contents of this Proposal have not been communicated to any other Respondent prior to the official opening. To the extent this Contract is considered a Contract for goods or services subject to § 2270.002 Texas Government Code, Respondent certifies that it: i) does not boycott Israel; and ii) will not boycott Israel during the term of the Agreement.

Signed By: \_\_\_\_\_ Title: \_\_\_\_\_

Typed Name: \_\_\_\_\_ Company Name: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email: \_\_\_\_\_

Bid Address: \_\_\_\_\_  
P.O. Box or Street City State Zip

Order Address: \_\_\_\_\_  
P.O. Box or Street City State Zip

Remit Address: \_\_\_\_\_  
P.O. Box or Street City State Zip

Federal Tax ID No.: \_\_\_\_\_

DUNS No.: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

- 500.01 Compensation Program Objectives
- 500.13 Certification Pay Public Safety
- 500.25 Assignment Pay
- Fiscal Year 2025/2026 City of South Padre Island Payscale

## **500.01     Compensation Program Objectives**

### ***Scope***

This policy applies to all full-time positions of the City.

### ***Policy***

#### **Total Compensation Philosophy**

The City of South Padre Island (City) is committed to providing an organized, equitable, consistently administered, and maintained competitive total compensation system of salary and benefits to employees that supports its strategic objectives. The City seeks to attract and retain a highly engaged, qualified and diverse workforce through a competitive pay system that fosters the City's commitment to providing services to residents and visitors alike. Recognizing and rewarding employees' experience and responsibility levels competitive with its peers while remaining fiscally responsible to the public are key to the City's compensation system and associated practices.

To support this philosophy, the City of South Padre Island will:

- ***Provide a competitive total compensation system of salary and benefits that is competitive with its peers;***
- ***Maintain and update a competitive compensation (pay) plan and classification structure that is internally and externally equitable, provides for career and salary growth, and allows for flexibility in administration;***
- ***Administer and maintain flexible hire, promotion, and retention pay practices that support the compensation and classification system and provide managers flexibility in offering competitive salaries to attract and retain a highly qualified, engaged workforce;***
- ***Communicate and administer the compensation plan and classification structure equitably, and in a manner that is clear and transparent to employees at all levels and is supported by the public; and***
- ***Review regularly the compensation and classification structure and associated policies and practices through internal review, and surveys of external peer market salary trends.***

The Human Resources Department is responsible for maintaining, administering, and communicating the City's Total Compensation Program. The Department oversees the implementation of classification and compensation strategies, processes, and practices.

The City Manager approves the administration of the Total Compensation Program. This document is intended to provide a brief summary (only) of the City's compensation philosophy and associated pay practices. These are provided in detail in the City's Employee Handbook and govern the administration, overall, of the City's Total Compensation Program.



## **1. Provide a competitive total compensation system of salary and benefits.**

The City's total compensation system includes both employee salary (pay) and offered employee benefits. The City reviews both components of compensation on an ongoing basis.

It is the intent of the City to provide:

- ☐ Salaries to employees that reflect market conditions for similar work; and
- ☐ Benefits (both mandatory and optional) to employees that reflect market trends that, when combined with salaries provide (in total) competitive compensation.

### **1.1 SALARIES**

Employees' salaries (base pay) are determined at the beginning of employment with the City and are intended to progress within the pay range of each employee's assigned classification. The progression is determined based on the ability of the City to fund annual Cost of Living Adjustments (COLA) for its regular, full and part-time employees. Progression of salaries within and through pay ranges is reviewed regularly to determine if and how salaries are competitive externally in the labor market and internally within the City. Also reviewed are other methods by which employees may also receive pay additives (e.g., uniform/clothing allowance) and/or incentive pay (certification beyond minimum qualifications) to their base pay.

### **1.2 BENEFITS**

A regular full-time employee, upon hire, will be provided certain mandatory benefits (e.g., eligibility for worker's compensation, health coverage, etc.), and will be given options to select or decline other non-mandatory benefits (e.g., short-term disability, critical insurance, accident coverage, etc.) at varying levels of coverage and/or cost.



## **2. Maintain and update a competitive compensation (pay) plan and classification structure.**

The City's competitive compensation (pay) plan is comprised of pay grades with associated pay ranges. The pay ranges are based on market averages for similar positions/classifications based on essential job duties and minimum qualifications. To ensure compensation is competitive and equitable, the City has adopted a classification process to establish new positions and review existing ones for appropriate placement within the City's pay plan. This process ensures external/internal equity.

### **2.1 CLASSIFICATION**

External equity exists when an organization's pay rates are at least equal to market rates. The City achieves external equity by:

- Identifying the positions to be classified;
- Identifying target organizations, the City may compete against for talent; and
- Benchmarking jobs externally by conducting a salary survey and analysis of the position(s) being studied.

Internal equity is the comparison of positions within the City to ensure fair pay. The City achieves internal equity by comparing jobs internally to ensure comparable pay for jobs with similar levels of responsibility, scope and decision-making authority. This is key for jobs that the City cannot benchmark externally.

Generally, a balance of external and internal equity is utilized to determine a position's placement in the pay plan through this process. A pay grade and associated pay range (minimum and maximum pay) is selected for each classification in the pay plan. At times, external labor market conditions may influence the grade/range selected for a position. For example, for hard to recruit or hard to retain, or critical positions, market conditions can influence the grade/range selected. An employee's salary, i.e., placement within the pay range, depends on the personnel action that is taking place. These will be discussed in the next section.

## **2.2 COMPENSATION**

The City is committed to providing a fair and organized approach for administration of a total compensation program. To meet this requirement, the City will strive to (1) maintain a competitive pay plan/structure for the purpose of recruiting and retaining a diverse, effective and efficient work force; (2) establish a salary range for each position that is based on a systematic blending of the positions internal worth to the City and its external value in the market; and (3) adhere to the Fair Labor Standards Act in establishment of minimum wage, overtime pay and child labor standards affecting full and part-time employees.

In order to ensure that the employee salaries are relative to annual inflation, the City may, during the annual budget process, fund a COLA for all regular, full and part-time employees (not included in the pay plan). The COLA will be based on average of the first eight months (October – May) of the current fiscal year Consumer Price Index (CPI) for the defined Texas Region. (CPI Data Used: CPI, Urban Wage Earners and Clerical Workers, Area: South Urban).

In addition, compensation surveys will be conducted as requested by the City Manager and submitted as part of budget preparation materials submitted to the City Council. Discussion of the review of the Total Compensation Program is discussed in the last section of this document.



### ***3. Administer and maintain flexible hire, promotion, and retention pay practices.***

The method of moving salaries through the pay plan and setting new salaries for new hires, promotions, demotions, and transfers depends largely on an organization's compensation philosophy. It is important for the City to have established guidelines for each of these situations, and to ensure that they are followed consistently for all employees.

Pay practices are reviewed periodically to ensure they align with the City's Compensation Philosophy, market trends, and potential internal equity concerns. Supporting the City's compensation and classification system while providing managers flexibility in offering competitive salaries and progressing those salaries are important to attract and retain a highly qualified, engaged workforce. The City's key pay practices for establishing and progressing employees' salaries are outlined below.

### 3.1 New Hire Salaries

A new employee shall be placed into the plan at the grade applicable for their position/classification for which they have been selected. The following criteria will be considered when determining the range placement of a new employee:

- experience level exceeding the minimum experience required for the position (outside experience must be documented); and
- internal equity of the department.

Approval by the Human Resources Manager is required for all placements above range minimum for any new employee or any employee reassignment within the City. Placement above range minimum will typically be considered in cases where an employee has directly comparable work experience, as determined by the City, that goes above and beyond the minimum requirements for a job. Their placement will always be subject to an internal equity review, and placement may be lowered in cases where internal equity would be negatively affected. Example: if a position calls for five years of experience, and a candidate has ten years of related work experience beyond minimum qualifications, the candidate would be in line for potential placement at a higher salary based on the additional work experience. The table below provides a guideline for determining the potential additional salary increase above the minimum of the range.

## **RANGE PLACEMENT GUIDELINES**

| Years of Experience Exceeding Minimum Qualifications | Percent Beyond Minimum Base | Percent Beyond Minimum Limit | Quartile                    |
|------------------------------------------------------|-----------------------------|------------------------------|-----------------------------|
| 0-1                                                  | 0%                          | 5%                           | 1st Quartile                |
| 2-3                                                  | 8%                          | 10%                          | 1st Quartile                |
| 4-5                                                  | 15%                         | 20%                          | 1st Quartile                |
| 6-7                                                  | 23%                         | 30%                          | 1st Quartile - 2nd Quartile |
| 8-9                                                  | 30%                         | 40%                          | 2nd Quartile                |
| 10-11                                                | 38%                         | 50%                          | 2nd Quartile                |
| 12-13                                                | 45%                         | 65%                          | 2nd Quartile - 3rd Quartile |
| 14-17                                                | 53%                         | 70%                          | 3rd Quartile                |
| 18-21                                                | 60%                         | 75%                          | 3rd Quartile                |
| 22-24                                                | 68%                         | 80%                          | 3rd Quartile - 4th Quartile |
| 25+                                                  | 75%                         | 85%                          | 3rd Quartile - 4th Quartile |

A review must be performed and any individual who is hired into a position will not be placed at a higher pay rate than employees in the same classification and/or similar positions and with similar qualifications as determined by the Human Resources Department. This type of internal equity review must be performed for all new hire salaries above the minimum of the classification's pay range.

### 3.2 Pay Progression

Pay progression may occur by an annual across the board increase.

The City will review on an annual basis, its ability to provide across the board salary increases. These may be associated with increases to the local cost-of-living index or a need to keep the pay structure in line with the market.) Pay will not be reduced if the cost-of-living index decreases. Budget restraints will always govern both possibilities.

### 3.3 Promotion, Demotion, Lateral Transfer, Reclassification, Re-Grades

The City Manager is responsible for creating a functional and productive workforce for the City. The City Manager has the authority to make salary adjustments within the organization to create efficient operations within the City as outlined in this policy. The purpose of adjustments is to respond to situations that might affect the external competitive position or adversely affect internal equity. Once direction has been given with regard to salary adjustments or increases, Human Resources will coordinate the implementation. All proposed salary adjustments to specific positions must have the approval of both the Department Director and the City Manager. The most common type of salary adjustments are promotion, demotion, reclassification and lateral transfers.

Listed below are guidelines that will be followed to maintain consistency in pay administration. Any individual who is promoted, demoted, or transferred to a new position will not be placed at a higher pay rate than employee(s) who are in the same position with the same amount/more experience.

### **Promotion:**

A promotion is typically defined as movement from one level in the organization to the next. It usually results in movement to a job with significantly different job content, accountability, and/or responsibility. The following criteria will be reviewed for promotional increases:

- Employee's placement in the new range in relation to the minimum;
- pay grade difference between old and new position; and
- internal equity of department.

Employees will typically be placed at the minimum of the new range except when the range minimum is below the employee's current salary. If the minimum of the new range is below the employee's current salary the employee should be awarded an increase equivalent to the difference between the current pay grade and the pay grade of the new position. For example: if the employee's current salary exceeds the minimum of position they are promoting to and there is a ten percent difference between the pay grades of the employee's current and new position, the employee would could receive a ten percent increase. The increase of course must be reviewed against the salaries of current employees in the same classification.

### **Demotion:**

A demotion is movement from the current job to a job in a lower salary grade. Typically, salary adjustments as a result of a demotion will be made equivalent to the percentage difference between the pay grades of the current and demoting positions, but should be based on the following criteria:

- the reason for the demotion;
- pay grade difference between old and new position; and
- review of current employees' salaries in the lower salary grade (internal equity).

### **Lateral Transfer:**

A lateral transfer describes the movement of an employee from one position to another position with the same salary range. Typically pay would remain the same, but the following criteria should be considered:

- the reason for the transfer;
- employee placement in relation to the market; and
- internal equity of employees' salaries within the department.

### **Reclassification:**

Reclassification is the assignment of a position to a different pay grade based on an evaluation of the current duties and responsibilities of the position. A reclassification request should be based on the fact that the essential functions of a position have significantly changed. Due to the nature of a reclassification, such position does not require posting to recruit applicants whether internal or externally if the position is filled with an incumbent.

### **Re-Grades:**

A re-grade is when the City Manager moves a position to a different pay grade as the result of a market review of the position that results in the position not being in the proper pay grade to be competitive externally or internally or due to a change in market conditions. Normally this occurs when a salary survey is performed by Human Resources. This may, in some instances occur when it is difficult to attract applicants for a certain position because the position may not be at the correct pay grade to be externally competitive.

### **Standards for Withholding Pay Increase(s):**

An employee whose competence and value in the position does not progress commensurate with their service, and/or who does not consistently meet required standards of performance, shall not receive pay increase(s), including any across the board increases. As well, if an employee is placed onto a performance improvement plan during their annual review, his/her salary will likely be frozen in place. No change would be made until they have successfully completed the performance improvement plan.

The department head will be responsible for informing the employee of their performance requirements and for developing and providing a performance management plan for improvement to the employee. The performance management plan and improvement requirements shall be provided in writing including a time line for successful accomplishment. At the conclusion of the performance improvement plan, employees should either be placed (back) at their previous rate of pay or steps should be taken to sever employment.



### **4. Communicate and administer the compensation plan and classification structure equitably.**

The City's competitive compensation (pay) plan must be communicated regularly, and administered equitably in a manner that is clear and transparent to employees at all levels and is supported by the public.

Certainly, this document is one tool the City utilizes to communicate how its pay plan is administered. While there is some flexibility within the pay practices described herein, ensuring that overall, the practices are equitable is key. Continuous review of the pay practices is important and may uncover that the practices need improvement and/or to remain current with market trends. There can also be "unintended consequences" that result from a particular practice that needs to be corrected. The labor market conditions can change quickly which may demand a need for changes to a pay practice.



**5. Review regularly the compensation and classification structure and associated policies and practices.**

A compensation survey will be conducted as requested by the City Manager and submitted as part of the budget preparation materials submitted to the City Council. The highest and lowest salary information will be discarded from the survey from each position individually. One hundred percent of the average will be presented to the City Council for pay rate adjustments. The information used will only be comprised of actual pay rates received by the position from the authorized cities listed below.

The City Council approved the following cities to be surveyed for this purpose the fall of 2021.

1. City of Brownsville
2. City of Corpus Christi
3. City of Galveston
4. City of Marble Falls
5. City of McAllen
6. City of Mission
7. City of San Marcos

The Total Compensation Program may be revised from time to time as changing circumstances and conditions require and upon recommendation by the City Manager and approval by the City Council.

***Procedure***

1. All pay changes, title-changes, re-grades, promotions, lateral transfers, reclassifications, demotions and promotions must be submitted on a Personnel Action Form and signed by the City Manager for approval.

## **500.13      Certification Pay – Public Safety**

### ***Scope***

This policy outlines the conditions under which a full-time public safety employee may be compensated for certifications specified in this policy. This policy only applies to full-time regular or part-time licensed police officers, licensed dispatchers, and certified fire protection personnel. Part-Time Beach Rescue Technicians are eligible for hourly certification pay based on the listed certifications.

### ***Policy***

The City will pay the following to an employee who obtains and maintains the following certifications and currently serves as a full-time licensed police officer/dispatcher or a certified fire protection employee. This amount will be added to the employee's hourly rate to ensure it is included in the regular rate of pay for overtime calculations.

|                    |             |
|--------------------|-------------|
| Intermediate       | \$1000/year |
| Advanced           | \$1200/year |
| Master             | \$1400/year |
| Intermediate (EMS) | \$650/year  |
| Paramedic          | \$4000/year |

Part-Time Beach Patrol Technicians are also eligible for certification pay based on the following certifications:

|                                      |             |
|--------------------------------------|-------------|
| National Registry:                   |             |
| Emergency Medical Responder (RMR)    | \$0.50/hour |
| Emergency Medical Technician (EMT-B) | \$0.75/hour |
| Paramedic                            | \$1.00/hour |

### ***Procedure***

1. It is the employee's responsibility to submit a copy of the certification showing date earned to the Department Director and to Human Resources.
2. The Department Director must submit a personnel action form (PA) and a copy of the certification received to the City Manager for approval.
3. The amount and type of certification must be written on the PA form.
4. Certification pay will begin the following payroll from the date that the Finance Department receives the approved PA form but not before the date of certification.
5. The City will not pay retro-pay certification pay to the date the certification was received by the employee.
6. If an employee does not maintain certification, he or she will no longer be eligible for certification pay.
7. An employee must immediately notify the Department Director if their certification expires, is canceled, or is not renewed.

8. Employees eligible for certification pay are not guaranteed the annual amount listed.  
The amount is added to the hourly rate of pay.

## **500.25     Assignment Pay – Public Safety**

### ***Scope***

This policy outlines the conditions under which a full-time public safety employee may be compensated for special assignments specified in this policy.

### ***Policy***

The City will pay the following to an employee who obtains and maintains the following certification and is assigned to a specific assignment by the Department Director. This amount will be added to the employee's hourly rate to ensure it is included in the regular rate of pay for overtime calculations.

|                           |             |
|---------------------------|-------------|
| Fire Inspector Assignment | \$2500/year |
|---------------------------|-------------|

A Firefighter, Fire Captain, or Driver assigned to do Fire Inspections on a regular basis by the Fire Department will be paid \$2500/year added to their base salary.

### ***Procedure***

1. The Department Director must submit a personnel action form (PA), and a copy of the certification and assignment to the City Manager for approval.
2. If an employee does not maintain the certification required, he or she will no longer be eligible for the assignment pay.
3. If an employee is removed from the assignment, the associated pay will also be removed.

**PROPOSED PAY GRADES - FULL-TIME PAY PLAN**  
**APPROVED BY CITY COUNCIL EFFECTIVE 10/01/25**

**3% Increase in ALL Ranges**

| Position Title                                     | Pay Grade | Minimum     | Midpoint    | Maximum     |
|----------------------------------------------------|-----------|-------------|-------------|-------------|
| Custodian                                          | 1         | \$25,750.00 | \$31,543.75 | \$37,337.50 |
| Housekeeping Event Attendant                       |           |             |             |             |
| Information Counselor                              |           |             |             |             |
| Information Counselor - Lead                       |           |             |             |             |
| Shoreline Maintenance Technician                   | 2         | \$28,782.52 | \$35,258.58 | \$41,734.64 |
| Maintenance Technician PW                          |           |             |             |             |
| Maintenance Technician CVB                         |           |             |             |             |
| Facility Maintenance Technician/Custodian          |           |             |             |             |
| Parks Maintenance Technician                       | 3         | \$30,914.54 | \$37,870.31 | \$44,826.08 |
| Records Technician                                 |           |             |             |             |
| Vehicle Operator                                   |           |             |             |             |
| Vehicle Operator - Lead                            |           |             |             |             |
| Administrative Assistant/Receptionist              | 4         | \$33,046.57 | \$40,482.05 | \$47,917.53 |
| Equipment Operator I                               |           |             |             |             |
| Equipment Operator I - Lead                        |           |             |             |             |
| Mechanic PW                                        |           |             |             |             |
| Mechanic Transit                                   | 5         | \$35,178.62 | \$43,093.80 | \$51,008.99 |
| Receptionist/HR Associate                          |           |             |             |             |
| Event Experience Coordinator                       |           |             |             |             |
| Administrative Assistant                           |           |             |             |             |
| Code Enforcement Officer                           | 6         | \$37,310.66 | \$45,705.56 | \$54,100.46 |
| Dispatcher                                         |           |             |             |             |
| Dispatcher - Lead                                  |           |             |             |             |
| Accounting Coordinator                             |           |             |             |             |
| Finance Support Specialist                         | 7         | \$41,574.73 | \$50,929.06 | \$60,283.38 |
| Sales Coordinator                                  |           |             |             |             |
| Police Administrative Coordinator                  |           |             |             |             |
| Permit Technician I                                |           |             |             |             |
| Building Inspector / Building Compliance Inspector | 7         | \$41,574.73 | \$50,929.06 | \$60,283.38 |
| Deputy Court Clerk                                 |           |             |             |             |
| Equipment Operator II                              |           |             |             |             |
| Equipment Operator II/Shift Lead                   |           |             |             |             |
| Executive Assistant                                | 7         | \$41,574.73 | \$50,929.06 | \$60,283.38 |
| Right of Way Foreman                               |           |             |             |             |
| Parks Maintenance Foreman                          |           |             |             |             |
| Permit Technician II                               |           |             |             |             |
| Management Assistant                               | 7         | \$41,574.73 | \$50,929.06 | \$60,283.38 |
| Facility Booking Coordinator                       |           |             |             |             |
| IT Systems Coordinator                             |           |             |             |             |
| Transit Coordinator                                |           |             |             |             |
| Social Media & International Affairs Specialist    | 7         | \$41,574.73 | \$50,929.06 | \$60,283.38 |
| Website & Data Specialist                          |           |             |             |             |
| Content & Graphic Design Specialist                |           |             |             |             |
| Municipal Court Judge - PT                         |           |             |             |             |
| Public Works Inspector                             | 7         | \$41,574.73 | \$50,929.06 | \$60,283.38 |
| Transit Supervisor                                 |           |             |             |             |
| Environmental Health Manager                       |           |             |             |             |
| Accountant                                         |           |             |             |             |
| Accountant (Procurement/STR & HOT)                 |           |             |             |             |
| HR Generalist/Training Coordinator                 |           |             |             |             |
| Mechanic/Fleet Foreman                             |           |             |             |             |
| Operations Manager CVB                             |           |             |             |             |

**PROPOSED PAY GRADES - FULL-TIME PAY PLAN**  
**APPROVED BY CITY COUNCIL EFFECTIVE 10/01/25**

|                                                                         |    |              |              |              |
|-------------------------------------------------------------------------|----|--------------|--------------|--------------|
| Operations Manager Shoreline                                            | 8  | \$45,838.81  | \$56,152.54  | \$66,466.27  |
| Public Information Coordinator                                          |    |              |              |              |
| Public Works Foreman                                                    |    |              |              |              |
| Sports Sales Manager                                                    |    |              |              |              |
| Sales Manager                                                           |    |              |              |              |
| Administration/Claims Coordinator                                       | 9  | \$51,500.00  | \$61,376.04  | \$72,649.19  |
| Convention and Visitor's Bureau Sales and Services Manager              |    |              |              |              |
| Senior Accountant                                                       |    |              |              |              |
| Firefighter                                                             |    |              |              |              |
| Police Officer <b>**\$2K Step Up Pay after 1 yr probationary period</b> |    |              |              |              |
| System Administrator                                                    | 10 | \$54,366.96  | \$66,599.53  | \$78,832.10  |
| Chief Marshal                                                           |    |              |              |              |
| Coastal Coordinator                                                     |    |              |              |              |
| Driver Operator                                                         |    |              |              |              |
| Development Coordinator                                                 |    |              |              |              |
| Beach Patrol Lieutenant                                                 | 11 | \$58,631.03  | \$71,823.00  | \$85,014.98  |
| Community Resource Officer                                              |    |              |              |              |
| Detective                                                               |    |              |              |              |
| Fire Lieutenant                                                         |    |              |              |              |
| Parks and Recreation Manager                                            |    |              |              |              |
| Fleet Manager                                                           | 12 | \$62,895.12  | \$77,046.51  | \$91,197.92  |
| Transit Manager                                                         |    |              |              |              |
| Assistant Finance Director                                              |    |              |              |              |
| Chief Building Official                                                 |    |              |              |              |
| Senior Manager of Operations & Events                                   |    |              |              |              |
| Cid Sergeant                                                            | 13 | \$67,159.18  | \$82,270.00  | \$97,380.81  |
| Fire Captain                                                            |    |              |              |              |
| Fire Marshal                                                            |    |              |              |              |
| Sergeant                                                                |    |              |              |              |
| Assistant Public Works Director                                         |    |              |              |              |
| City Secretary                                                          | 14 | \$71,557.09  | \$87,657.43  | \$103,757.77 |
| Director of Destination Development & Communication                     |    |              |              |              |
| Operations Captain                                                      |    |              |              |              |
| Police Lieutenant                                                       |    |              |              |              |
| Police Captain                                                          |    |              |              |              |
| Environmental Health Director                                           | 17 | \$85,281.52  | \$104,469.85 | \$123,658.20 |
| Municipal Court Director                                                |    |              |              |              |
| Information Technology Director                                         |    |              |              |              |
| Human Resources Director                                                |    |              |              |              |
| Director of Marketing                                                   |    |              |              |              |
| Shoreline Director                                                      | 19 | \$92,880.87  | \$113,779.06 | \$134,677.26 |
| Transit Director                                                        |    |              |              |              |
| Director of Sales                                                       |    |              |              |              |
| Fire Chief                                                              |    |              |              |              |
| Police Chief                                                            |    |              |              |              |
| Public Works Director                                                   | 22 | \$106,601.88 | \$130,587.30 | \$154,572.73 |
| Chief Financial Officer                                                 |    |              |              |              |
| Convention and Visitor's Bureau Director                                |    |              |              |              |
| Director of Operations/Deputy City Manager                              |    |              |              |              |
| City Manager                                                            |    |              |              |              |
|                                                                         | 23 | \$110,865.95 | \$135,810.78 | \$160,755.62 |
|                                                                         | 26 | \$125,960.79 | \$154,301.97 | \$182,643.15 |
|                                                                         | 28 | \$149,817.53 | \$183,526.47 | \$217,235.42 |