

REQUEST FOR PROPOSALS
COMPENSATION AND BENEFITS SURVEY AND ANALYSIS



CITY OF DEER PARK, TEXAS

**710 E. San Augustine
Deer Park, TX 77536
281.478.2394
www.deerparktx.gov**

**DUE DATE: December 17, 2025
10:00 a.m. (CST)**

Disclosure Requirements

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Deer Park, including affiliations and business relationships such persons may have with City officers, including the governing body, administrators, directors, etc. A complete text of the law may be found at the following link: <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. If you are unable to obtain this information online, please contact Tracy Peterson, Purchasing Coordinator, at 281.478.7228.

BY DOING BUSINESS OR SEEKING TO DO BUSINESS WITH THE CITY OF DEER PARK, YOU ACKNOWLEDGE THAT YOU HAVE BEEN NOTIFIED OF THE REQUIREMENTS OF CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE AND THAT YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH THEM.

Vendor Name: _____

TABLE OF CONTENTS

| | |
|-------------------------------------|----|
| Introduction ----- | 3 |
| Timeline ----- | 5 |
| General Terms and Conditions ----- | 6 |
| Specific Terms and Conditions ----- | 8 |
| General Information ----- | 9 |
| Scope of Work ----- | 10 |
| Evaluation ----- | 12 |
| Instructions and Requirements ----- | 13 |
| Certification ----- | 15 |

INTRODUCTION

A. Request for Proposals

The City of Deer Park (the "City") is requesting proposals for professional compensation survey and analysis services from qualified compensation and benefits consulting firms ("firm" or "respondent") to survey, review and recommend best practice compensation and benefit plans.

The purpose of the Request for Proposal ("RFP") process is to identify the most qualified firm. It is intended that the selected firm shall accomplish and/or supply all services described herein. The City makes no promises or representations and does not offer, promise or guarantee that the selected firm will be awarded any future contracts to provide these or additional services to the City.

B. Responses to the RFP

Responses to the RFP ("proposals") must be submitted in the manner prescribed herein and must be received by the City Secretary prior to the time and date specified below. It is the firm's responsibility to ensure that the proposal is actually delivered to the City Secretary by the submission deadline. The mere fact that the proposal was dispatched will not be a consideration. At a minimum, the proposal must be valid for a period of a minimum of 90-days from the submission deadline.

Alterations or corrections may be provided before the submission deadline but must be initialed by the respondent as a guarantee of authenticity. Submittals may not be altered or amended after the submission deadline.

The City reserves the right to make any additional inquiries deemed necessary for the evaluation of the proposal and/or to investigate the firm's qualifications. Respondents shall be obligated to furnish any additional information requested by the City.

C. Questions

In order to ensure the fair and objective evaluation of the proposals, all questions related to this RFP (except those addressed at the pre-submittal meeting) must be submitted in writing and will be answered in writing.

1. To request a copy of the RFP or for questions related to the City's purchasing process or pre-submittal meeting, contact Tracy Peterson, Purchasing Coordinator, at 281.478.7228 or via email at purchasing@deerparktx.org.
2. Submit technical questions to Sandra Cuellar-Wilson, Director of Human Resources, via email at swilson@deerparktx.org or via facsimile at 281.479-1805 by 5:00 p.m. on December 4, 2025.

Contact with any other City of Deer Park employee or official relative to this request is prohibited. Failure to observe this requirement may be grounds for rejection of the response.

The City believes the data contained in this RFP is sufficient for the preparation of a proposal. Requests for additional information will be considered based on the availability of the requested information and the timing of the request. Such information will be submitted to all known and interested firms simultaneously. Questions covered at the pre-submittal meeting will be documented for all interested parties.

D. Submissions

Respondents are required to submit three (3) original proposals and one (1) electronic version written to a USB Flash drive. The electronic version must be an exact duplicate of the original hard copy proposal. Responses must be completed and submitted as described in this RFP and must be returned in a sealed envelope bearing the name and address of the respondent. **Incomplete responses or responses received after the submission deadline will not be considered under any circumstances.** The right to accept any proposal, or to reject any or all proposals and/or to waive all formalities is hereby reserved by the City Council of the City of Deer Park, Texas. Sealed proposals will be accepted until **10 a.m. on December 17, 2025 and should be addressed as follows:**

**City of Deer Park
Attention: Angela Smith, City Secretary
710 E. San Augustine
Deer Park, Texas 77536**

**RFP – Compensation and Benefits Consulting Services
Deliver to Addressee Unopened**

Proposals received after the submission deadline will be considered void and unacceptable and will be returned unopened to the respondent. The City is not responsible for the lateness of the proposal by the mail or delivery service provider. The time/date stamp of the City Secretary shall be the official time of receipt.

TIMELINE

The City will make every effort to adhere to the following schedule, but meeting dates are tentative:

| | | |
|------------------|--------------------------|--|
| Thursday | November 20, 2025 | Release RFP to known and interested firms |
| Wednesday | November 26, 2025 | First of two bid advertisements in newspaper (Pasadena Citizen) |
| Wednesday | December 3, 2025 | Second of two bid advertisements in newspaper (Pasadena Citizen) |
| Thursday | December 4, 2025 | Deadline for questions |
| Wednesday | December 17, 2025 | Proposal submission deadline |
| Tuesday | January 20, 2025 | City Council consideration for award of contract * |

Proposals from offerors must include a timeline for deliverables, with an expected completion date on or before April 30, 2025.

* The City retains the option of inviting any one or more firms to make an oral presentation to City staff prior to City Council consideration for award of the contract.

The City may request the firm being awarded the contract to be present at the City Council meeting at which the contract will be awarded.

GENERAL TERMS AND CONDITIONS

A. Reimbursements

There is no express or implied obligation for the City to reimburse respondents for any expenses incurred in preparing a proposal in response to this RFP. The City will not reimburse respondents for these expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

B. Addenda

If it becomes necessary to change the published RFP documents, all the foregoing terms and conditions and all performance requirements will also apply to the published addenda. All published addenda must be signed and included with the proposal as acknowledgement of the addenda. Any changes will be provided to all known and interested firms simultaneously; however, the firm is responsible for obtaining all published addenda from the City. The City assumes no responsibility for the firm's failure to obtain and/or properly submit addenda. Failure to acknowledge and submit addenda may be cause for the proposal to be rejected. The City's decision to accept or reject any particular proposal due to a failure to acknowledge and submit addenda will be final.

C. Certification

By submitting a proposal, the firm certifies knowledge and understanding of the scope, quantity, and quality of services to be provided in response to this RFP. A Certification Form is included with this RFP and must be completed and returned as part of the proposal. Failure to submit a signed Certification Form by the submission deadline may result in the proposal being rejected as incomplete.

D. Reservations

The City reserves the right to accept or reject any or all proposals as a result of this request, to negotiate with any qualified firms, or to cancel, in whole or in part, this RFP if it is found to be in the best interest of the City. The City also reserves the right to request additional information and/or clarification of any information submitted as part of the proposal.

This RFP does not commit the City to award a contract, to pay any costs associated with the preparation of the proposal, or to contract for services. All proposals shall become the property of the City of Deer Park.

The City shall conduct reference checks as necessary to evaluate any proposal. The City may contact references listed in the proposal, but may also contact any other company or individual that can provide information to assist in the evaluation of the qualifications and capability of the firm.

E. Disclosure

At the public opening, there will be no disclosure of contents to the respondents, and all proposals will be kept confidential during the evaluation and negotiation process. Except for confidential information the firm identifies as proprietary, all proposals will be available for public inspection after the contract award, in accordance with the Texas Public Information Act.

F. Award of the Contract

Award of the contract shall be based on demonstrated competence and qualifications using established criteria to evaluate the proposals. The evaluation criteria and proportional value of each are described in this RFP. Professional fees are not the primary consideration in the evaluation process, however, pricing is included as part of the evaluation criteria. Professional fees may not exceed any maximum amounts provided by state law.

Chapter 176, Texas Local Government Code requires that disclosures of certain relationships be made in relation to certain contracts with the City. Local government officers are the members of the City Council, the City Manager, and other City employees or agents who exercise discretion in planning, recommending, selecting and contracting of a vendor. Please contact the City Secretary for a list of City employees and agents who may qualify as local government officers. Click here **Chapter 176, Texas Local Government Code**, to review this requirement.

A completed CIQ Form, herein Attachment A, is required with each response.

Once a selection is made and the City has the intent to award, the successful respondent will be required to submit Form 1295 to the State of Texas electronically prior to executing the agreement or purchase order.

The Texas Ethics Commission's website is: www.ethics.state.tx.us. The area of their website pertaining to Form 1295 is: <https://www.ethics.state.tx.us/filinginfo/1295/>

G. Insurance

The firm shall agree to maintain and, upon request, provide evidence of coverage (e.g., Certificate of Insurance) for the following: general liability, automobile liability, workers compensation, and professional liability.

SPECIFIC TERMS AND CONDITIONS

- A.** This RFP and the contents of the successful proposal shall become part of any subsequent contractual document related to these professional auditing services. In the event of a discrepancy between the RFP and the proposal, the RFP shall rule. Any contract modifications necessitated during the term of the contract shall be in writing and subject to approval of the City Council.
- B.** The City may terminate this contract at any time upon 60-days written notice. The firm shall be compensated for the services satisfactorily performed prior to the termination date. If, through any cause, the firm fails to fulfill its obligations under this contract, or if the firm violates any of the terms and conditions of this contract, the City has the right to terminate this contract upon five (5) days written notice.

No term or provision of this contract shall be construed to relieve the firm of liability to the City for damages sustained by the City because of any breach of contract. The City may withhold payments to the firm until the exact amount of damages due the City is determined and paid.

- C.** Should there be a change in the firm's ownership or management, the contract may be canceled at the option of the City unless a mutual agreement is reached with the new owner or manager to continue the contract pursuant to the existing contract terms, conditions and pricing.
- D.** Payments shall be made in accordance with the contracted fee schedule.
- E.** This contract shall be governed in all respects by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in a state court of competent jurisdiction in Harris County, Texas and further that neither party will seek to remove such litigation to the federal court system by application of conflict of laws or any other removal process to any Federal Court or court not in Texas.
- F.** No public official or City employee shall enter into a contract on behalf of the City which violates Local Government Code, Chapter 171 – Regulation of Conflicts of Interest of Officers of Municipalities, Counties, and Certain Other Local Governments. Contracts are subject to all legal requirements provided in the City Charter and/or applicable City Ordinances, and all applicable State and Federal Statutes.

GENERAL INFORMATION

The City of Deer Park, incorporated in 1948, is located in the center of the highly industrialized ship channel area just east of Houston. The City currently occupies a land area of 15 square miles and serves a population of approximately 33,600. The City is empowered to levy an ad valorem tax on both real and personal property located within its boundaries. Further, the City is empowered to extend its corporate limits by annexation. The City receives annual "in-lieu-of-tax" payments from industries located within its extraterritorial jurisdiction. This "industrial district" includes the operations of approximately 21 companies that contract with the City.

The City operates under a home rule, council-manager form of government. The City Council consists of a mayor and six other members serving two-year staggered terms. The City provides a full range of services, including police and fire protection; the construction and maintenance of streets and other infrastructure; sanitation, water and sewer services; library services; recreational and cultural opportunities; and general administrative services.

Deer Park area employers enjoy the advantages of a workforce that is young, well educated, and known for its positive work ethic. Additional reasons that make the area's workforce attractive to business and industry are its low unionization (Texas is a Right-to-Work State) and a high percentage of technicians compared to the total labor market. Employers draw most of their labor force from Southeast Harris County.

The City of Deer Park has a classification/compensation plan that covers a total of approximately 450 full time and part time employees. The current classification/compensation/benefits plan was last reviewed comprehensively by an external entity in 2023. The components of this plan include base pay, incentive pay programs (longevity pay, certification pay, sick time incentive pay and educational incentive pay), allowance payments, and benefits (health and retirement).

Currently there are five salary charts- Regular, Part-Time / Temporary, Police, Grandfathered Roles and Leadership. There are a total of 200 job classifications and 45 salary ranges for exempt and non-exempt positions. Regular and Executive classified staff are eligible for merit pay increases within a grade & step system and cost of living increases as approved by City Council.

SCOPE OF WORK

It is the City's intent to award a contract to the one firm that offers the most advantages to the City for professional compensation and benefits surveying and consulting services.

The City of Deer Park invites qualified compensation consultants to submit proposals to perform a review of the existing compensation and benefit plans, perform a total cost of compensation and benefit survey, and prepare one or more pay plan schedules.

Scope of Work components will include:

1. Develop a proposal for a total compensation and benefit program that is fair, equitable, legally compliant, recognized as best practice, aligned with organizational objectives and competitive with other organizations (public and private) in the surrounding geographic market area from which the City of Deer Park recruits;
2. Recommend classification and pay administration practices consistent with proposed compensation and benefits program to include consideration of pay for performance, incentives and rewards for individuals or alternative reward strategies, which may be suitable for specific classifications that support our recruitment and retention efforts.
3. Benchmark organizations that will define the “market” in order for the City of Deer Park to be able to compete for talent.
4. Dependent on selected future course, review current pay philosophy, pay policies and methods currently being used to evaluate, assess, and reclassify positions to ensure best practice standards and/or reasonable practices are being applied.
5. Dependent on if existing Grade/Step model is recommended and selected for the future; review up to 45 benchmark positions (a few per grade) to determine overall if our grades for similarly situated positions seem to remain market competitive. The city would purchase these services at the recommendation of the consultant where reasonable and within budget.
6. Dependent on selected future course, develop multiple alternative recommendations demonstrating the methodology the City should use to implement the new classification and compensation system, and the advantages, disadvantages, and cost of each alternative.
7. Define the process for communications with managers, supervisors, and employees during each step of the compensation plan implementation. Include meetings with, and presentations to, employees and City administration management team, including department heads and Human Resources staff.
8. Propose a policy and procedure to address compensation for external recruitment.
9. Dependent on selected future course, create an objective evaluation of supplemental pay programs to include certification pay, longevity pay, education pay and shift differential that includes recommendation of future best practice scenarios.

10. Conduct a comprehensive review of the City's employee health and wellness benefits and work-life balance programs and develop realistic recommendations for improvement to ensure competitiveness.

All above activities would include itemized cost estimations so that the city can tailor the scope of the engagement. The consultant may propose additional or alternative tasks deemed necessary to complete the above.

Other Provisions

A. Assistance Provided by City Staff

The Director of Human Resources, staff members of the Human Resources Department, and other responsible management personnel shall be available during the engagement to assist the firm by providing information, documentation, and explanations.

The City shall provide necessary accommodations during field work including workspace, access to office equipment, policy information and limited inquiry access to the City's HRIS systems.

EVALUATION

A. Evaluation Criteria

The evaluation of the proposals will be made based on the criteria listed below. While pricing is a consideration, it is clearly not the primary factor in the selection of the firm. The contract award will not necessarily be made to the firm that provides the lowest cost proposal. The contract award will be based primarily on demonstrated competence and qualifications using the listed criteria. It is important that the proposal be clear and complete. Incomplete applications will not be considered under any circumstances.

- | | |
|------------------|---|
| 25 points | Qualifications and experience of the firm and key personnel to be assigned to work with the City particularly as it relates to performing similar engagements for governmental entities |
| 25 points | Technical ability of the firm to perform the needed services, including an evaluation of the engagement plan and proposed staffing as well as, if applicable, a performance evaluation based on any prior work experience with the firm |
| 15 points | Thoroughness of the response as it relates to the Scope of Work requirements and organization of the requested information |
| 10 points | References substantiating the firm's experience and success in providing services to similar governmental entities |
| 25 points | Proposed fee for services |

B. Application Review

The proposals will be reviewed and evaluated by City staff which may include the Director of Human Resources, Assistant City Manager, Purchasing Coordinator, and City Manager.

Based on these reviews and evaluations, City staff will forward a recommendation to the City Council, which will make the final selection.

As part of the evaluation process, the City may invite any one or all firms to make an oral presentation to City staff to answer questions about the firm and the proposal. This presentation would be handled prior to the final staff recommendation.

INSTRUCTIONS AND REQUIREMENTS

The proposal should conform to the format described below and should provide a straightforward and understandable description of the firm's capabilities and experience. Respondents may include additional information deemed appropriate to expand on the firm's ability to perform the work, but all required information must be included for the response to be eligible for consideration.

TAB A Cover Letter – Please include a cover letter stating the firm's understanding of the engagement and why the firm is qualified to perform the services. The letter should also include the name and contact information of the individual(s) authorized to answer questions about the response. The cover letter must be signed by a person authorized to contractually bind the firm.

TAB B Qualifications and Experience – Briefly introduce the firm, including a summary of the administration, organization and staffing. Please provide an organizational chart or other description of the organization indicating the names and positions of partners and key personnel. Please include the following:

- Please verify that the firm is independent and all staff are legally eligible to practice in the State of Texas.
- Describe the firm's experience in providing professional services to similar organizations, with emphasis on municipalities of the same size and scope as the City of Deer Park.
- Describe any professional relationships involving the City, including component units, and explain why such relationships would not constitute a conflict of interest in providing these professional services.
- Provide an affirmative statement that the firm is independent of the City and its component units.
- Identify each individual that may work on the City's engagement, including resumes for each person that will likely be assigned to the team.
- Describe the organization of the team, including the level of involvement and accessibility of each person, level of experience, and estimated hours each person would spend on this engagement, including field work during the preliminary and final stages of the engagement.
- Describe the firm's expectation and/or requirements of City staff.
- Identify the number and type of engagements presently being conducted by the firm and how the addition of the City's engagement would impact the firm's resources.
- Provide a copy of the firm's most recent external peer review.
- Provide a copy of the firm's most recent annual report.

TAB C Technical Approach and Understanding of the Scope of Work – Please indicate a clear understanding of the scope of work, including a detailed project plan for this

engagement outlining the major tasks and responsibilities, timeline, and associated staffing. Please complete a proposed schedule for each phase of the engagement including interim work, and field work. The plan should clearly distinguish the firm's understanding of its duties and responsibilities versus expectations from the City. The absence of any distinction shall signify that the firm is assuming full responsibility for all tasks.

- TAB D** **Additional Information** – Please provide any additional, relevant information regarding court actions, pending litigation, conflicts of interest, or other matters not previously specified about which the City should be made aware.
- TAB E** **References** – Please provide at least four references from governmental entities, particularly municipalities, including the entity's name and mailing address, contact name, telephone number and email address.
- TAB F** **Certification and Acknowledgement** – A complete and fully executed (signed) Certification Form is required.
- TAB G** **Addenda** – If applicable, please include any addenda items requested, including a signed acknowledgement of each addendum.
- TAB H** **Optional** – Any additional information deemed pertinent by the firm should be included after the required information.
- TAB I** **Forms** – the completed CIQ Form, Attachment A, is required with each response.

CERTIFICATION

Respondents are required to include the following signed certification with the proposal as referenced above (Tab F).

Certification Form

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other firm, and that the contents of this proposal have not been communicated to any other firm prior to the official opening of this proposal. Further, the undersigned affirms that the firm agrees to all terms and conditions contained in this Request for Proposal for professional auditing services issued by the City of Deer Park, Texas as authorized by the City Council of the City of Deer Park, Texas on _____, 2025.

Firm: _____ TIN: _____

Signed By: _____ Date: _____

Printed Name: _____ Title: _____

Phone #: _____ Fax #: _____

Email: _____

Website: _____

Mailing Address: _____

Delivery Address: _____

END OF REQUEST

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Name of signatory

Signature

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.