Town of Trophy Club

Meeting Agenda Packet

Town Council

1 Trophy Wood Drive
Trophy Club, Texas
76262

October 09, 2023 **7:00 PM** **Council Chambers**

CALL TO ORDER AND ANNOUNCE A QUORUM

INVOCATION led by Pastor Joel Quile, Bara Church

PLEDGES led by Council Member

Pledge of Allegiance to the American Flag.

Pledge of Allegiance to the Texas Flag.

PUBLIC COMMENT(S)

This is an opportunity for citizens to address the Council on any matter pursuant to Texas Government Code Sec. 551.007. The Council is not permitted to discuss or take action on any presentations made concerning matters that are not listed on the agenda. Presentations are limited to matters over which the Council has authority. Speakers have up to four (4) minutes or the time limit determined by the Presiding Officer. Each speaker must have submitted their request to speak by completing the Speaker's Form or may email mayorandcouncil@trophyclub.org

COMMUNITY SPOTLIGHT

1 **Working for You . . . Trophy Club**
a) Update from Town Council Members
b) Update from Town Manager (Patrick Arata, Interim Town Manager)

CONSENT AGENDA

2. Consider approval of the September 25, 2023, regular meeting minutes. (Tammy Dixon, Town Secretary)

3. Consider approval of the September 27, 2023, special meeting minutes. (Tammy Dixon, Town Secretary)

4. Consider approval regarding an Interlocal Cooperation Agreement (ILA) between the Town of Trophy Club Police and Fire/EMS Department and Denton County for the use of a Radio Communication System for the Fiscal Year 2023-2024; and authorization for the Mayor to execute same on behalf of the Town. (Patrick Arata, Interim Town Manager)

5. Consider approval of 22 purchase orders for FY 2023-2024 (April Duvall, Director of Finance).

INDIVIDUAL ITEMS

6. Discuss, consider and take action on the Trophy Club Community Pool Project, Phase II. (Ronnie Angel, Interim Director of Parks and Recreation)

7. Discuss and consider approval of a resolution appointing members and chairpersons to the Animal Shelter Advisory Board; Building Standards Commission; Parks and Recreation Board; Planning and Zoning Commission; Tax Increment Reinvestment Zone No. 1; and Zoning Board of Adjustment; and appointing members to the Crime Control and Prevention District; Economic Development Corporation; and Ethics Commission. (Mayor Tiffany and Councilmembers Oldham and Bauer)

8. Future Agenda Items List. (Patrick Arata, Interim Town Manager)

EXECUTIVE SESSION

9. Pursuant to the following designated section of the Texas Governmental Code, Annotated, Chapter 551 (Texas Open Meetings Act), The Town will recess into executive session to discuss the following:

   a. Section 551.074, Personnel: To deliberate and consider the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of public officers or employees; to wit: Town Manager.

RECONVENE INTO REGULAR SESSION

10. The Town Council to reconvene into an open meeting and consider action, if any, on items discussed in closed session.

ADJOURN

The Town Council may convene into executive session to discuss posted items as allowed by the Texas Open Meeting Act, LGC.551.071

CERTIFICATION

I certify that the above notice was posted on the bulletin board at Trophy Club Town Hall, 1 Trophy Wood Drive, Trophy Club, Texas, on October 5, 2023, by 5:00 p.m. in accordance with Chapter 551, Texas Government Code.

_____

Maggie McCormick-Krukowski
Records Analyst

If you plan to attend this public meeting and have a disability that requires special needs, please contact the Town Secretary's Office at 682-237-2900, 48 hours in advance, and reasonable accommodations will be made to assist you.

TOWN COUNCIL COMMUNICATION

CONSENT

MEETING DATE:	**October 9, 2023**
FROM:	**Tammy Dixon, Town Secretary**
AGENDA ITEM:	**Consider approval of the September 25, 2023, regular meeting minutes.**

BACKGROUND/SUMMARY:
The Town Council held a regular meeting on September 25, 2023.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:
Draft Meeting Minutes – September 25 ,2023 Town Council Regular Meeting

ACTION/OPTIONS:
Move to approve the September 25, 2023, Town Council regular meeting minutes.

Town of Trophy Club - Regular Meeting Minutes
September 25, 2023

The Trophy Club Town Council met in a Regular Meeting on September 11, 2023, at 6:00 p.m. The meeting was held at Town Hall, 1 Trophy Wood Dr, Trophy Club, TX 76262.

CALL TO ORDER AND ANNOUNCE A QUORUM

Mayor Tiffany called the Town Council meeting to order at 6:00 p.m. with the following members present:
Jeannette Tiffany, Mayor
Dennis Sheridan, Mayor Pro Tem
Stacey Bauer, Councilmember Place 1
Jeff Beach, Councilmember Place 2
Karl Monger, Councilmember Place 4
LuAnne Oldham, Councilmember Place 5
Steve Flynn, Councilmember Place 6

constituting a quorum with the following members of the Town Staff participating:

Patrick Arata, Interim Town Manager
Tammy Dixon, Town Secretary
Dean Roggia, Town Attorney
Jason Wise, Fire Chief
Matt Cox, Community Development Director
April Duvall, Finance Director
Denise Deprato, Human Resources Director
Jill Lind, Communications and Marketing Director
Tamara Smith, Assistant to the Town Manager

INVOCATION

Pastor Barry Clingan of The Church at Trophy Lakes led the invocation.

PLEDGES

Mayor Tiffany led the Pledge of Allegiances to the American and Texas Flags.

PUBLIC COMMENTS

There were no public comments.

COMMUNITY SPOTLIGHT

1. National Night Out, Tuesday, October 3, 2023 (Vicki Hardy)

Vicki Hardy spoke about her neighborhood, The Woods, which has been hosting a National Night Out (NNO) event for the past 14 years and encouraged the community to participate. She explained NNO is recognized in Texas each year on the first Tuesday in October. NNO encourages neighborhoods to join forces with local Police Departments nationwide to fight against crime.

2. Grapefest Grapestomp (Mayor Tiffany)

Mayor Tiffany extended her gratitude to the City of Grapevine, Mayor William D. Tate, and the dedicated event organizers for inviting her to participate in the annual Grapefest event and, in particular, the Mayors Grape Stomping competition. She thanked Trophy Club staff, Thad Johnson and Debra Edmond, who participated with her.

3. Working for You . . . Trophy Club

a) Update from Town Council Members

Council Member Monger announced the Trophy Club Rotary Club was hosting an event on First Responders Day on November 4th at the Trophy Club Town Center. He explained the event recognizes first responders and provides educational awareness.

Council Member Flynn reminded everyone of the Kathy Whitworth Championship Golf Tournament starting September 27th with the Pro-Am event.

Mayor Tiffany took a moment to thank everyone who attended the Taste of Trophy Club event which is a celebration of the town's culinary diversity and a testament to Trophy Club's strong sense of community.

b) Update from Town Manager (Patrick Arata, Interim Town Manager)

Interim Town Manager Arata echoed the success of Taste of Trophy Club; encouraged the community to participate in the upcoming National Night Out on October 3rd; advised the digital marquee at Trophy Club Drive had been hit and staff was assessing damages; and explained crews were clearing debris, waste, and clutter areas and will continue as planned in the coming days.

c) Quick Civic Tip (Dean Roggia, Town Attorney).

Town Attorney Dean Roggia provided a summary of the Texas Open Meetings Act regarding closed sessions, what could be discussed in closed sessions and explained no action could be taken in a closed session, that all votes had to be conducted in an open session.

CONSENT AGENDA

4. Consider approval of the September 06, 2023, joint Town Council and Economic Development Corporation joint meeting minutes. (Tammy Dixon, Town Secretary)

5. Consider approval of the September 11, 2023, regular meeting minutes. (Tammy Dixon, Town Secretary)

6. Consider approval of an ordinance approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., MidTex Division regarding the company's 2023 Rate Review Mechanism filing. (Patrick Arata, Interim Town Manager). The caption of the ordinance reads as follows:

ORDINANCE 2023-16

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2023 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

7. Consider approval of a resolution of the Town of Trophy Club establishing an Arts and Culture Ad Hoc Committee (Tammy Dixon, Town Secretary). The caption of the resolution reads as follows:

RESOLUTION 2023-06

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB ESTABLISHING AN ARTS AND CULTURE AD HOC COMMITTEE; DEFINING THE DUTIES, MEMBERSHIP AND TERMS OF THE COMMITTEE; AND PROVIDING AN EFFECTIVE DATE.

8. Consider approval of the Arts and Culture Ad Hoc Committee members appointed by Mayor Tiffany. (Mayor Tiffany)

9. Consider approval to terminate the existing Local Agreement and enter into a New Local Agreement with the Denton County District Attorney's Office and the Trophy Club Police Department in regards to seizures filed under Chapter 59 and Article 18.18 of the Texas Code of Criminal Procedure in Denton County, Texas. (Patrick Arata, Interim Town Manager)

10. Consider approval of a resolution revising the Employee Benefits Trust by modifying the trustees. (Denise Deprato, Director of Human Resources) The caption of the resolution reads as follows:

RESOLUTION NO. 2023-07

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, REVISING THE EMPLOYEE BENEFITS TRUST; MODIFYING THE TRUSTEES OF SAID TRUST TO THE TOWN MANAGER, FINANCE DIRECTOR, AND HUMAN RESOURCES DIRECTOR

11. Consider approval of a resolution adopting a Compensation Policy for the Town of Trophy Club. (Denise Deprato, Director of Human Resources) The caption of the resolution reads as follows:

RESOLUTION NO. 2023-08

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS ADOPTING A COMPENSATION POLICY FOR THE TOWN OF TROPHY CLUB, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A"; AND PROVIDING AN EFFECTIVE DATE.

12. Consider approval of a Developer's Agreement between the Town of Trophy Club and Trophy Club Estates Development, L.P. for the Willow Estates (2H); and authorizing the Mayor or her designee to execute same on behalf of the Town. (Matt Cox, Director of Community Development)

13. Consider approval of a Developer's Agreement between the Town of Trophy Club and Trophy Club Estates Development, L.P. for the Oak Estates (3H); and authorizing the Mayor or her designee to execute same on behalf of the Town. (Matt Cox, Director of Community Development)

14. Consider approval of a Developer's Agreement between the Town of Trophy Club and Trophy Club Estates Development, L.P. for the Cypress Estates (4H); and authorizing the Mayor or her designee to execute same on behalf of the Town. (Matt Cox, Director of Community Development)

Councilmember Flynn moved to approve consent agenda items 4-14. Councilmember Beach seconded the motion.

VOTE ON THE MOTION
AYES: Bauer, Flynn, Sheridan, Tiffany, Monger, Beach, Oldham
NAYES: None
VOTE: 7-0

INDIVIDUAL ITEMS

15. Public Hearing to consider approval of an ordinance relative to the Service and Assessment Plan for Authorized Services (Emergency Services) for the Trophy Club Public Improvement District No. 1 (The Highlands at Trophy Club), the proposed Assessment Roll, and the levy of Special Assessments against the property in PID No. 1. (Patrick Arata, Interim Town Manager)

The Town Council, acting as the Public Improvement District No. 1 Board, considered this item.

Mayor Tiffany opened the public hearing at 6:19 p.m.

No one spoke in favor or opposition.

Mayor Tiffany closed the public hearing at 6:19 p.m.

Councilmember Beach moved to approve Ordinance No. 2023-17 relative to the Service and Assessment Plan for Authorized Services (Emergency Services) for the Trophy Club Public Improvement District No. 1 (The Highlands at Trophy Club), the proposed Assessment Roll, and the levy of Special Assessments against the property in PID No. 1. Councilmember Bauer seconded the motion. The caption of the ordinance reads as follows:

ORDINANCE 2023-17

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN FOR AUTHORIZED SERVICES (EMERGENCY SERVICES) AND AN ASSESSMENT ROLL FOR THE TOWN OF TROPHY CLUB PUBLIC IMPROVEMENT DISTRICT NO. 1 (THE HIGHLANDS AT TROPHY CLUB); MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN THE DISTRICT; PROVIDING FOR PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED;

PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENT; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS, PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON THE MOTION
AYES: Bauer, Flynn, Sheridan, Tiffany, Monger, Beach, Oldham
NAYES: None
VOTE: 7-0

16. Discuss, consider, and take action regarding an ordinance amending Section 1.08.032 entitled "Board Established, Membership, Meetings" of Chapter 1, "General Provisions" Article 1.08, "Parks and Recreation" ; and Division 2 "Parks and Recreation Board" of the Town's Code of Ordinances, by increasing the number of board members to provide for alternate members, and by establishing "Places and Terms." (Mayor Jeannette Tiffany).

Mayor Tiffany stated she requested this item. A discussion ensued regarding the differences of having alternate members compared to adding two regular members. Town Attorney Dean Roggia explained that alternate members would only participate if they were filling in for an absent member. It was the consensus that the board be increased to nine regular members.

Councilmember Flynn moved to approve Ordinance 2023-18 amending Section 1.08.032 entitled "Board Established, Membership, Meetings" of Chapter 1, "General Provisions" Article 1.08, "Parks and Recreation" ; and Division 2 "Parks and Recreation Board" of the Town's Code of Ordinances, by increasing the number of board members from seven to nine, and by establishing "Places and Terms." Councilmember Oldham seconded the motion. The caption of the ordinance reads as follows:

ORDINANCE NO. 2023-18

AN ORDINANCE OF THE TOWN OF TROPHY CLUB, TEXAS; AMENDING SECTION 1.08.032 "BOARD ESTABLISHED, MEMBERSHIP; MEETINGS" OF CHAPTER 1 "GENERAL PROVISIONS"; ARTICLE 1.08 "PARKS AND RECREATION"; AND DIVISION 2 "PARKS AND RECREATION BOARD" OF THE TOWN'S CODE OF ORDINANCES, BY INCREASING THE NUMBER OF BOARD MEMBERS TO NINE, AND BY ESTABLISHING "PLACES AND TERMS"; PROVIDING THIS ORDINANCE IS CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON THE MOTION
AYES: Bauer, Flynn, Sheridan, Tiffany, Monger, Beach, Oldham
NAYES: None

VOTE: 7-0

17. Future Agenda Items List (Patrick Arata, Interim Town Manager)

Interim Town Manager Arata reviewed the future agenda item list.

EXECUTIVE SESSION/REGULAR SESSION

Pursuant to the Open Meetings Act, Chapter 551, the Town Council convened into a Closed Executive Session at 6:49 p.m. and reconvened into Regular Session at 9:01 p.m. in accordance with the Texas Government Code regarding:

a. Section 551.071 consultation with Town Attorney to seek legal advice regarding legal issues related to the Lakes of Trophy Club Homeowner's Association. **No Action Taken.**

b. Section 551.074 Personnel Matters to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: Town Manager. **No Action Taken.**

ADJOURN

Mayor Tiffany adjourned the Town Council meeting at 9:01 p.m.

_____
Jeannette Tiffany, Mayor
Town Council

Attest:

_____
Tammy Dixon, Town Secretary

TOWN COUNCIL COMMUNICATION

CONSENT

MEETING DATE:	**October 9, 2023**
FROM:	**Tammy Dixon, Town Secretary**
AGENDA ITEM:	**Consider approval of the September 27, 2023, special meeting minutes.**

BACKGROUND/SUMMARY:
The Town Council held a special meeting on September 27, 2023.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:
Draft Meeting Minutes – September 27, 2023, Town Council Special Meeting

ACTION/OPTIONS:
Move to approve the September 27, 2023, Town Council special meeting minutes.

Town of Trophy Club - Special Meeting Minutes
September 27, 2023

The Trophy Club Town Council met in a Special Meeting on September 27, 2023, at 7:00 p.m. The meeting was held at Town Hall, 1 Trophy Wood Dr, Trophy Club, TX 76262.

CALL TO ORDER AND ANNOUNCE A QUORUM

Mayor Pro Tem Sheridan called the Town Council meeting to order at 7:00 p.m. with the following members present:
Dennis Sheridan, Mayor Pro Tem
Stacey Bauer, Councilmember Place 1
Jeff Beach, Councilmember Place 2
LuAnne Oldham, Councilmember Place 5
Steve Flynn, Councilmember Place 6

with the following members absent:
Jeannette Tiffany, Mayor (excused)
Karl Monger, Councilmember Place 4 (excused)

constituting a quorum with the following members of the Town Staff participating:

Patrick Arata, Interim Town Manager
Maggie McCormick-Krukowski, Records Analyst
Dean Roggia, Town Attorney
April Duvall, Finance Director
Denise Deprato, Human Resources Director

PLEDGES

Mayor Pro Tem Sheridan led the Pledge of Allegiances to the American and Texas Flags.

PUBLIC COMMENTS

There were no public comments.

INDIVIDUAL ITEMS

1. Public Hearing to consider approval of an ordinance adopting the 2023 tax rolls and fixing and levying municipal ad valorem taxes for the fiscal year beginning October 1, 2023, and ending on September 30, 2024, and for each fiscal year thereafter until otherwise provided, at the rate of 0.415469 per 100 assessed valuation on all tax able property within the corporate limits of the Town of Trophy Club as of January 1, 2023. (Patrick Arata, Interim Town Manager)

Mayor Pro Tem Sheridan opened the public hearing at 7:02 p.m.

Ms. Duvall explained the proposed rate was equal to the No-New-Revenue Tax Rate of 0.415469 which was lower than the current tax rate.

Mr. Arata stated the current rate was .41546l9 and although the tax rate was lower, the revenue increased based on property values.

No one spoke in favor or opposition.

Mayor Pro Tem Sheridan closed the public hearing at 7:04 p.m.

Councilmember Beach moved that the property tax rate be increased by the adoption of a tax rate of $0.415469 per $100 of assessed value, which is effectively a 9.6 percent increase in the tax rate; and move to approve Ordinance 2023-19 adopting the 2023 tax rolls and fixing and levying municipal ad valorem taxes for the fiscal year beginning on October 1, 2023, and ending on September 30, 2024, and for each fiscal year thereafter until otherwise provided, at the rate of $0.415469 per $100 assessed valuation on all taxable property within the corporate limits of the Town of Trophy Club as of January 1, 2023. Councilmember Flynn seconded the motion. The caption of the ordinance reads as follows:

ORDINANCE NO. 2023-19

AN ORDINANCE OF THE TOWN OF TROPHY CLUB, TEXAS FIXING AND LEVYING MUNICIPAL AD VALOREM TAXES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024, AND FOR EACH FISCAL YEAR THEREAFTER UNTIL OTHERWISE PROVIDED, AT A RATE OF $0.415469 PER ONE HUNDRED DOLLARS ($100.00) ASSESSED VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE TOWN AS OF JANUARY 1, 2023; DIRECTING THE ASSESSMENT THEREOF TO PROVIDE REVENUES FOR THE PAYMENT OF CURRENT OPERATION AND MAINTENANCE EXPENSES AND INDEBTEDNESS OF THE TOWN; APPROVING THE TAX RATE AND LEVY AND NOTIFYING THE PUBLIC THAT THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; PROVIDING FOR PAYMENT TO THE TOWN ASSESSOR/COLLECTOR;

PROVIDING FOR PENALTY AND INTEREST; PROVIDING FOR APPROVAL OF THE 2023 TAX ROLLS; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

ROLL CALL VOTE
AYES: Bauer, Beach, Flynn, Oldham, Sheridan
NAYES: None
ABSENT: Tiffany, Monger
VOTE: 5-0-2

2. Consider approval of ratifying the property tax increase reflected in the FY 2023-2024 budget. (Patrick Arata, Interim Town Manager)

Sean Nelson, 267 Oak Hill Drive, inquired about the 9.6% increase of the proposed budget.

Mayor Pro Tem Sheridan and Ms. Duval explained the increase which was related to increased salaries to keep the Town competitive with its comparable and competitive municipalities.

Councilmember Beach moved to ratify the property tax increase reflected in the FY 2023-2024 budget. Councilmember Bauer seconded the motion.

ROLL CALL VOTE
AYES: Bauer, Beach, Flynn, Oldham, Sheridan
NAYES: None
ABSENT: Tiffany, Monger
VOTE: 5-0-2

EXECUTIVE SESSION/REGULAR SESSION

Pursuant to the Open Meetings Act, Chapter 551, the Town Council convened into a Closed Executive Session at 7:13 p.m. and reconvened into Regular Session at 7:37 p.m. in accordance with the Texas Government Code regarding:

Section 551.074 Personnel Matters to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: Town Manager.

No Action Taken.

ADJOURN

Mayor Pro Tem Sheridan adjourned the Town Council meeting at 7:37 p.m.

_____
Jeannette Tiffany, Mayor
Town Council

Attest:

_____
Tammy Dixon, Town Secretary

TOWN OF TROPHY CLUB

1 Trophy Wood Drive, Trophy Club, TX 76262 | 682.237.2900 | info@trophyclub.org | trophyclub.org

MEETING DATE:	**October 9, 2023**
FROM:	**Patrick Arata, Interim Town Manager**
AGENDA ITEM:	**Consider approval regarding an Interlocal Cooperation Agreement (ILA) between the Town of Trophy Club Police and Fire/EMS Department and Denton County for the use of a Radio Communication System for the Fiscal Year 2023-2024.**

BACKGROUND/SUMMARY:
The purpose of the Interlocal Agreement (ILA) is to provide radio communication services between Users and the Town of Trophy Club Police and Fire/EMS. The service benefits the public health and welfare, promotes efficiency and effectiveness, and is of mutual concern to the contracting Parties. The ILA will be from October 1, 2023, to September 30, 2024.

The Police and Fire/EMS will be allowed to use county-provided Talk Groups, which are coordinated by the County. The County will maintain, operate, and control the System. The Town will be responsible for purchasing its radios, periodic maintenance performed on its radios, obtaining technical services support for agency-owned equipment, and programming of any agency-owned radios.

The Police and Fire/EMS Department believes entering into the Tier 3 support will provide the departments with the additional subscriber services needed to perform their duties. The County calculates its fees based on the total number of Subscriber Units.

"*User*" means any entity with which the City of Denton, the City of Lewisville, Denton County, or other Infrastructure Member has entered into a contractual agreement for the provision of radio communication services through the Consolidated Communications System.

"Talk Group" means a specific group of Subscriber Units allowed to communicate privately within that group over shared infrastructure resources.

"Subscriber Units " means mobile radios, portable radios, or any similar devices used for communicating over the Communications System.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT:
The fees will include a Tier 1 user rate plus an add-on for Subscriber Services (program once per year and PM Radios every two years) -$6 (each) per month.

The Fire/EMS Department Subscribers are $2,736.00.

The Police Department Subscribers are $3,528.00.

The total amount per year will be $6,264.00.

LEGAL REVIEW:
Approved as to legal form by Town Attorney.

ATTACHMENTS:
Interlocal Cooperation Agreement (ILA) for the use of the Denton County Radio Communications System

ACTION/OPTIONS:
Move to approve Interlocal Agreement (ILA) between the Town of Trophy Club Police and Fire/EMS and Denton County for the use of their radio communication system for the Fiscal Year 2022-2023 and authorizing the Mayor or her designee to execute all necessary documents.

INTER-LOCAL COOPERATION AGREEMENT BETWEEN DENTON COUNTY AND THE TOWN OF TROPHY CLUB FIRE AND POLICE DEPARTMENTS FOR THE USE OF THE DENTON COUNTY RADIO COMMUNICATIONS SYSTEM

This Inter-Local Agreement ("Agreement") is entered into by and between the County of Denton, Texas ("the County") and the Town of Trophy Club, Texas, both entities being located in Denton County, Texas (collectively, the "Parties" or separately as a "Party"). The Parties execute this agreement as hereinafter provided, pursuant to the Texas Governmental Code, Chapter 791, known as the Inter-Local Cooperation Act:

WHEREAS, Denton County is a political subdivision within the State of Texas, each of which engages in the provision of governmental services for the benefit of its citizens; and

WHEREAS, the Agencies are duly organized and operating under the laws of the State of Texas engaged in the provision of municipal government and/or related services for the benefit of the citizens of Agencies; and

WHEREAS, the Inter-Local Cooperation Act, Texas Government Code, Chapter 791, as amended "the Act" provides authority for local governments of the State of Texas to enter into Inter-local agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

WHEREAS, the County owns, operates, and maintains the radio-communications system, exclusive of the radios owned individually by each User Agency ("System") for the purpose of providing radio communications in support of its governmental operations; and

WHEREAS, Trophy Club wishes to use certain portions of the System for its governmental operations; and

WHEREAS, the use of the System in the provision of governmental services benefits the public health and welfare, promotes efficiency and effectiveness of local governments, and is of mutual concern to the contracting Parties; and

WHEREAS, Trophy Club and the County have current funds available to satisfy any fees and costs required pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement herein contained, the sufficiency of which are hereby acknowledged, and upon and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

I.

DEFINITIONS

"Assignee" means the Agencies employee assigned to a specific Subscriber Unit.

"Communications System" or "*System"* means a wide area, multi-agency digital trunked radio system compliant with P-25 interoperability standards to be used jointly by the City of Lewisville, the City of Denton, Denton County, and other Infrastructure Members, if any, primarily for providing public safety dispatch and communications for fire, emergency medical and police services and such other governmental services as may be agreed from time to time by the Parties.

"Coordinating Committee" means the committee that is responsible for making recommendations to the Infrastructure Management Committee on the administration and operation of the Communications System.

"Infrastructure Management Committee" means the committee that is responsible for the administration and operation of the Communications System.

"Subscriber Units" means mobile radios, portable radios or any similar devices used for communicating over the Communications System.

"Talk Group" means a specific group of Subscriber Units allowed to communicate privately within that group over shared infrastructure resources.

"Technical Committee" means the committee that advises the Coordinating Committee on technical issues related to the operation of the Communications System.

"*User*" means any entity with which the City of Denton, the City of Lewisville, Denton County, or other Infrastructure Member has entered into a contractual agreement for the provision of radio communication services through the Consolidated Communications System.

II.

TERM

2.1 This Agreement is for a period of a one (1) year term, beginning on the 1st day of October, 2023, and ending on the 30th day of September, 2024. unless terminated earlier pursuant to Section 7.1.

2.2 It is the intention of the Parties for this to be a long term enterprise which will be renewed with a new ILA each year subject to approval by each Party's governing body.

III.

OBLIGATIONS OF TOWN OF TROPHY CLUB

3.1 Trophy Club shall use the System in accordance with this Agreement to provide integration of communications by Trophy Club between its Users on the System for governmental operations.

3.2 When using the System, Trophy Club shall abide by all applicable Federal and State laws and regulations, including any regulations of the Denton County Radio System. When Trophy Club uses the System for interoperability with Talk Groups (hereinafter defined) other than those provided by this Agreement, Trophy Club will also abide by the User rules of those Talk Groups.

3.3 Trophy Club must provide a written request to the Denton County Radio System Manager ("System Manager") or his designee, to activate radios ("Subscriber Units") on the System. Such request must include the model and serial number of the Subscriber Unit, the name of the Assignee, and identifying Talk Groups required in the Subscriber Unit.

3.4 Trophy Club is responsible for furnishing its own Subscriber Units, which must be compatible with the APCO P-25 Phase 2 TDMA Digital System, and for maintenance of the Subscriber Units. Trophy Club is responsible for all programming of Agency-owned Subscriber Units.

3.5 Trophy Club shall be solely responsible for obtaining a technical services support contract and a maintenance contract for all Agencies-owned dispatch infrastructure equipment, either from the manufacturer of the equipment or from a manufacturer-authorized service provider. The County shall not be responsible for maintenance of any Agencies-owned equipment.

3.6 Depending on the equipment that will be purchased and installed by Trophy Club, the Agencies shall be solely responsible for entering into such Software Update Agreements and/or Software Maintenance Agreements from the manufacturer as necessary to ensure that the equipment owned by the Agencies will be maintained and upgraded to meet the requirements of the System when the County performs System upgrades.

3.7 Trophy Club shall be solely responsible for having periodic maintenance (PM) performed on its Subscriber Units at least every two years which shall include tuning and alignment of the Subscriber Units and updating the Subscriber Units with the latest firmware available.

3.8 The County shall not be liable to the Agencies for the lack of interoperability between the Subscriber Units and the System if the Agencies fails to perform the required PM and/or obtain the software and/or firmware upgrades recommended by the County and/or the

manufacturer of the Subscriber Units necessary to communicate through the System as set forth in Sections 3.5, 3.6, and 3.7 above.

IV.

OBLIGATIONS OF THE COUNTY

4.1 The County will allow Trophy Club to use County provided Talk Groups, which are a primary level of communication for Users on the System ("Talk Group"), comparable to a channel on a conventional radio system, for the exclusive use of Trophy Club. Talk Groups will be established for the Agencies by the County.

4.2 The System Manager will not activate radios on the Trophy Club Talk Groups nor make changes to the Trophy Club radios without first receiving authorization from the designated representative of the Agencies, unless, in the opinion of the County, such action is necessary to eliminate harmful interference.

4.3 The County is solely responsible for:

(1) Coordinating Talk Groups among System Users;

(2) Grouping of Talk Groups to allow transmitting and receiving on all associated Talk Groups as required by the Agencies; and

(3) The operation, maintenance, and control of the System

V.

FEES

5.1 The fees payable for the term of this Agreement are set out in **Exhibit A** which is attached and incorporated for all purposes.

5.2 The County may increase the fees each October 1st, the beginning of each County fiscal year, by an amount not to exceed five percent (5%) of the previous year's fees. The County will provide ninety (90) days' notice to Trophy Club before increasing the fees.

5.3 Based on the fees described above, the County will calculate the annual fee due based upon the total number of Subscriber Units and submit an invoice to the Agencies on or before October 1st of each year. This amount is subject to change when the Agencies add or delete the number of Subscriber Units in service. The Agencies must notify the System Manager in writing of any addition or deletion of Subscriber Units.

5.4 Fees for Additions - The amount owed for annual fees for additions of Subscriber Units will be prorated for the year added, invoiced immediately, and amounts will be due within thirty (30) days of receipt of the invoice for the addition(s).

5.5 Deletions - No refunds for deletions will be made for the Agencies deletion of Subscriber Units during the period of the Agreement. The fees for the upcoming fiscal year will be calculated based on the number of Subscriber Units in service on the radio system as of May 1st of the current contract year.

5.6 In the event a new Inter-Local Agreement is not executed prior to the expiration of this Agreement, and the Sheriff's Office continues to provide access to the Radio Communications System, the Agencies shall reimburse and compensate the County for access to the Denton County Radio Communications System at the rate set by the Denton County Sheriff and approved by the Denton County Commissioners Court for the next fiscal year.

VI.

PAYMENT DUE

6.1 The Agencies agree to pay the County the annual fees specified under Article V within thirty (30) days of the receipt of the invoice. Should the Agencies add Subscriber Units or Talk Groups to the Service within a Term, the Agencies agree to pay the additional fee(s) due within thirty (30) days of invoice. All payments for expenses incurred as a result of the performance of the Agreement shall be made only from current revenues legally available to each respective Party.

VII.

TERMINATION

7.1 Either Party may terminate this Agreement at any time by giving ninety (90) days advance written notice. The Agencies shall pay for all fees incurred through the effective date of termination. If the County permanently discontinues the operation of its System, this Agreement shall terminate on the date of discontinuance without further notice, and the County will reimburse the Agencies the pro-rated amount of the fees previously paid by the Agencies for the use of the System for the then current fiscal year.

VIII.
RELEASE AND HOLD HARMLESS

TO THE EXTENT PERMITTED BY LAW, EACH PARTY AGREES TO WAIVE ALL CLAIMS AGAINST, TO RELEASE, AND TO HOLD HARMLESS THE OTHER PARTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEYS, FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OR INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY

ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN THE EVENT THAT A CLAIM IS FILED, EACH PARTY SHALL BE RESPONSIBLEFOR ITS PROPORTIONATE SHARE OF LIABILITY.

IX.

IMMUNITY

In the execution of this Agreement, neither of the Parties waives, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.

X.

ASSIGNMENT

The Agencies agree to retain control and to give full attention to the fulfillment of this Agreement. The Agencies cannot assign or sublet this Agreement without the prior written consent of the County. Further, the Agencies cannot sublet any part or feature of the work to anyone objectionable to Denton County. Trophy Club also agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Agreement, does not relieve the Agencies from its full obligations to the County as provided by this Agreement.

XI.

ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between Denton County and Trophy Club and supersedes all prior negotiations, representations and/or agreements, either written or oral, between Denton County and Trophy Club. This Agreement may be amended only by written instrument signed by Denton County and Trophy Club.

XII.

NOTICES

Unless notified otherwise in writing, all notices are required to be given to either Party in writing and delivered in person or sent via certified mail to the other Party at the following respective addresses:

County:	1	Denton County Judge Denton County Commissioners Court 1 Courthouse Drive, Ste 3100 Denton, Texas 76201
	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

Name of Agency:	Town of Trophy Club Fire & Police Departments
Contact Person	Mayor Jeannette Tiffany
Address	1 Trophy Wood Dr.
City, State, Zip	Trophy Club, TX 76262
Telephone	682-237-2900
Email	jtiffany@trophyclub.org

XIII.

AUTHORITY TO SIGN

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of the Parties.

XIV.

SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event,

either Party may terminate this Agreement by giving the other Party thirty (30) days written notice.

XV.

VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. The Parties agree that this Agreement shall be enforceable in Denton County, Texas, and if legal and necessary, exclusive venue shall lie in Denton County, Texas.

XVI.

INTERPRETATION OF AGREEMENT

Although this Agreement is drafted by the County, this is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the Agreement shall not be construed more favorably for either Party.

XVII.

REMEDIES

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one (1) or more instances of forbearance by either Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XVIII.

SUCCESSORS AND ASSIGNS

The Parties each bind themselves, their respective successors, executors, administrators, and assigns to the other Party to this contract. Neither Party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other Party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all Parties.

EXECUTED duplicate originals on the dates indicated below:

SIGNED AND AGREED BY THE TOWN OF TROPHY CLUB, TEXAS:

BY:

_____ Date:_____

Jeannette Tiffany, Mayor

Town of Trophy Club

1 Trophy Wood Dr.

Trophy Club, TX 76262

682-237-2900

Approved as to content:

_____

Jason Wise, Fire Chief

_____

Patrick Arata, Chief of Police

Approved as to form:

_____

Attorney for Agency

APPROVED BY THE DENTON COUNTY COMMISSIONERS COURT OF DENTON COUNTY, TEXAS:

BY:

_____ Date:_____

Andy Eads, County Judge
Denton County Commissioners Court
1 Courthouse Drive, Ste 3100
Denton, Texas 76201
(940)349-2820

Approved as to content:

_____
Denton County Sheriff's Office

Approved as to form:

_____
Assistant District Attorney
Counsel to the Sheriff

Exhibit A
Denton County Sheriff's Office
Radio Communications System Agreement
FY23-24 Agency Payment Worksheet/Invoice

Agency:	**Town of Trophy Club Fire and Police Departments**
Payment Contact Person:	Patrick Arata, Interim Town Manager and/or Tammy Dixon, Town Secretary
Phone Number:	682-237-2900
Email(s):	parata@trophyclub.org and/or tdixon@trophyclub.org
Address:	1 Trophy Wood Drive
City, State, Zip	Trophy Club, TX 76262

Agency Should Include this Worksheet with Each Payment Sent to Denton County.

Make checks payable to:		**Denton County**
Mail payments to:		**Radio Communications Systems Agreement Payments** **Denton County Sheriff's Office** **Attn: Sherry Cochran** **127 N. Woodrow Lane** **Denton, Texas 76205**

Please select one of the following options:

Tier 1 Radio User ***ONLY*** - $4 each per month			**Tier 3** Includes Tier 1 User + add on of Subscriber Services (program once per year and PM radios every two years) - $6 each per month		
FD Radio Subscribers	38	$1,824.00	FD Radio Subscribers	38	$2,736.00
PD Radio Subscribers	49	$2,352.00	PD Radio Subscribers	49	$3,528.00
Total Amt Per Year =		**$4,176.00**	**Total Amt Per Year =**		**$6,264.00**
BILLED ANNUALLY					

Please make your Tier selection, sign and date below.

Circle One: Tier 1 / Tier 3

Signature of Agency Representative **Title** **Date**

TOWN COUNCIL COMMUNICATION

CONSENT

MEETING DATE:	**October 9, 2023**
FROM:	**April Duvall, Director of Finance**
AGENDA ITEM:	**Consider approval of 22 annual purchase orders for FY 2023-2024.**

BACKGROUND/SUMMARY:
Annually, staff compiles initial purchase orders that are expected to exceed $25,000 for the fiscal year to be presented to council for approval. The objective is to present all purchase orders exceeding $25,000 that the staff is aware of at the beginning of the year for Council approval. This approach serves two main purposes: firstly, it allows the Council to review these purchases collectively, and secondly, it streamlines operational efficiency. The specific purchase orders are included in an attached spreadsheet.

Legal

Taylor, Olson, Adkins, Sralla & Elam, LLP (TOASE) - Annual legal services provided by Dean Roggia – $ 225,000.00

Community Development

Teague Nall & Perkins - Purchase order for engineering services in FY24. This purchase order allows staff to use Teague Nall and Perkins for inspections and review of residential and commercial drainage, grading and other civil drawings that are submitted through the permitting department. On-site inspections and plan reviews as needed for FY2024- $ 42,000.00.

HE Planning + Design, LLC - Purchase order for planning consulting services in FY24. This purchase order allows staff to use HE Planning + Design to provide on-call professional services for planning and zoning applications submitted through the permitting department. Services are provided to Trophy Club staff on an as-needed basis for FY2024 - $32,000.00.

Bureau Veritas North America, Inc. – Purchase order for various 3rd party building and health inspections throughout the year - $ 46,000.00.

CW Janitorial – Purchase order for weekly cleaning of Town Hall, Police Department and Fire Department in FY24. - $ 42,600.00.

Finance

Forvis, LLP – Annual Auditing Services $63,800.00

ClearGov – Budget & Transparency Software $ 21,645.00 (this item is under the $25K annual threshold but the overall five year contract does exceed that amount.)

Fire/EMS

Motorola Solutions - Purchase Order for 10 APX8000 All Band Portable Radios Model 2.5 plus accessories - $ 89,941.00.

IT

NetGenius - Purchase Order for third party IT Support Services - $ 191,520.00.

Canon Solutions America, Inc – Purchase Order for the annual Copier/Scanner/Printer lease for Town Hall, Police Department and the Fire Department. (This PO also does not meet the $25K threshold but the original request did not include the Fire Department, it is included so that council is made aware the original approved contract has been expanded to include the Fire/EMS department, this request was at the recommendation of NetGenius due to the current machine being unrepairable. This expense will not result in a budget amendment but will be managed within the current approved budget of the Fire and IT budgets.)

CivicPlus, LLC – Purchase order for the annual CivicRec (Parks & Rec software), CivicEngage (Website design software) and CivicClerk (Town Secretary agenda software) solutions - $ 44,759.00

Parks & Recreation

Yellowstone Landscaping - Purchase order for various 3rd party mowing & maintenance of unimproved land/trails - $ 59,036.00.

Lawns of Dallas - Purchase order for various 3rd party mowing & maintenance of unimproved land/trails - $ 52,032.00.

DCC Industries - Water treatment chemicals for pool, including LiquiChlor and Acid – $ 23,000.00.

SiteOne Landscape Supply – Purchase Order for the purchase of Irrigation supplies, landscape material and playground mulch - $ 41,500.00.

PyroTex – Purchase Order for the purchase of the fireworks display for the annual July 4th celebration - $ 27,000.00.

Police

Motorola Solutions – Purchase Order for 8 Motorola Watchguard M500 video car systems including 3 year license/support and extended warranty - $ 82,566.40

Denton County Auditor – Denton County ILA for Dispatch Services related to Police and Fire - $ 57,549.00

Police – CCPD

Flock Group – Purchase Order for the service agreement related to the Flock LPR cameras (Qty 10) and one-time implementation fee - $ 25,550.00

Sam Pack's Five Star Ford – Purchase order for the purchase of 2 Ford Explorer Interceptor and 1 Ford F-150 Crew Cab Police Responder vehicles $ 158,685.84.

Thermo Scientific Portable – Purchase order for the purchase of a TruNarc Unlimited Model with one year warranty and on-site instructor led training for 12 students $ 29,751.86.

Communications & Marketing

Octagon Media – Purchase order for the Visit Trophy Club initiative, including digital advertising plan and media purchasing agreement $ 64,000.

BOARD REVIEW/CITIZEN FEEDBACK:
None applicable

FISCAL IMPACT:
The funds required for these purchase orders are accessible within the FY24 Approved Budget, and all necessary purchasing procedures were adhered to appropriately.

LEGAL REVIEW:
None applicable

ATTACHMENTS:

- Purchase Orders consolidated list
- Purchase Order requests

ACTION/OPTIONS:
Consider approval of 22 FY 2023-2024 annual Purchase Orders as presented.

Annual Recurring Purchase Order Listing - Over 25K

Department	Vendor	Description	Amount	Documents Attached
Legal	TOASE	Town Legal Services	$ 225,000	Yes
Comm. Development	Teague Nall & Perkins	Engineering Services	$ 42,000	Yes
Comm. Development	HE Planning + Design, LLC	Planner	$ 32,000	Yes
Comm. Development	Burea Veritas North America, Inc.	Bldg./Health Inspections	$ 46,000	Yes
Comm. Development	CW Janitorial/FW Cleaning Serv.	Cleaning - Town Hall - PD - FD	$ 42,000	Yes
Finance	Forvis	Auditors	$ 63,800	Yes
Finance	ClearGov	Budget & Transparency Software	$ 21,645	Yes
Fire/EMS	Motorola Solutions	Portable Radios Qty 10	$ 89,941	Yes
IT	NetGenius	IT Support Services	$ 191,520	Yes
IT	Canon Soltuions America, Inc.	Canon Printer/Scanners (Town, PD & EMS)	$ 15,765	Yes
IT	CivicPlus	CivicRec, CivicEngage & CivicClerk	$ 44,759	Yes
Parks & Rec	Yellowstone Landscaping	Mowing/maintenance of unimproved land/trails	$ 59,036	Yes
Parks & Rec	Lawns of Dallas	Mowing/maintenance of unimproved land/trails	$ 52,032	Yes
Parks & Rec	DCC Industries	Chemicals for Pool	$ 23,000	Yes
Parks & Rec	SiteOne Landscape Supply	Irrigation Supplies & Landscape Materials	$ 41,500	Yes
Parks & Rec	Pyrotex	Firework Show - July 4th	$ 27,000	Yes
Police Department	Motorola Solutions	Motorola Watchguard M500 video car system - Qty 8	$ 82,566	Yes
Police - Fire	Denton Co Auditor	Fee to use Denton SO for Police Dispatch - Fire $11,423 Police $46,306	$ 57,549	Yes
CCPD	Flock Group	License plate reader camera system	$ 25,550	Yes
CCPD	Sam Pack's Five Star Ford	3 Police Vehicles	$ 158,686	Yes
CCPD	Thermo Scientific Portable	TruNarc Unlimited Model	$ 29,752	Yes
Communications	Octagon Media	Explore TC - Digital Media Firm - Digital Management and Advertising Buys	$ 64,000	Yes

Annual Recurring Purcha

Department	Vendor
Finance	ZacTax
Finance	BLX
IT	Adobe
Communications	CivicPlus, LLC
Communications	Alert Media, Inc.
Communications	ReGroup
Communications	Josh Miller LLC
Town Sec/Manager	Josh Miller LLC
Town Sec/Manager	NW Metroport Chamber of Commerce
Comm. Development	Lawton
Comm. Development	Stericycle
Comm. Development	Cantwell Power
Comm. Development	PureService
Communications	Archive Social
Communications	Citibot

ase Order Listing - Under 25K

Description	Amount
Sales Tax	$ 3,000
Arbitrage Calculation	$ 5,000
Creative Cloud 6 users - Acrobat Pro 29 users - Photoshop 1 user	$ 7,519
Town - Website Platform / Security	$ 21,434
TC Alerts Mass Notification System	$ 14,213
TC Alerts Mass Notification System	$ 3,000
Video Production Services (Oct 01 - Dec 30)	$ 12,000
Meeting Management / Chambers (Oct 01 - Dec 30)	$ 6,750
Annual Membership - 7,500 Luncheon Table - 1,800 Alliance Development - 2,500	$ 11,800
Elec/Plumbing/HVAC	
Sherding	
Service/Emergency on generators	
Park Restroom Cleaning	
Social Media Archiving - Backup	$ 5,988
Supplemental Request - A.I Customer Service Enhacement Platform - Website, Text and Social Media	$ 16,400

TOWN OF
TROPHY CLUB

PURCHASE REQUISITION FORM

Requisition Number _____

Date : 9/21/2023

Department Legal

Project# _____

Vendor (Name & Address) 02455
Taylor, Olson, Adkins, Sralla & Elam, LLP (TOASE)
600 Western Place Suite 200
Fortworth, TX 76107

Delivery Address
1 Trophy Wood Drive
Trophy Club, TX 76262

Account Number	Description	Quantity	Unit Amount	Total Amount
01.160.60100	Professional Services for Legal Counsel	1	225,000.00	$ 225,000.00
Co-op info:				
			Total	**$ 225,000.00**

Budgeted? (Must Circle One) (Yes) **or No** **Explanation (if not budgeted:)** _____

Comments: Letter Agreement states hourly rates for Dean at $285, $90 for legal assistants, and $40 per hour for administrative assistants. Town litigation fees would be $320 for attorney, $145 for legal assistants, and $45 for administrative assistants.

Tamara Smith
Department Requestor: Tamara Smith

Department Approval:

Finance:

Town Manager: 9/25/23

The Town of Trophy Club must have a completed Vendor Packet on file before a requisition can be accepted by the Finance Department.

6000 WESTERN PLACE, SUITE 200
FORT WORTH, TEXAS 76107

TAYLOR·OLSON·ADKINS·SRALLA·ELAM
LLP
ATTORNEYS & COUNSELORS

TELEPHONE: (817) 332-2580
FACSIMILE: (817) 332-4740
WEBSITE: WWW.TOASE.COM

Bryn D. Meredith
bmeredith@toase.com

June 28, 2023

Via E-Mail parata@trophyclub.org
Patrick Arata
Town of Trophy Club
1 Trophy Wood Drive
Trophy Club, TX 76262

Re: Letter Agreement for Legal Services

Dear Mr. Arata:

On behalf of the firm of Taylor, Olson, Adkins, Sralla & Elam, L.L.P., I would like to thank you for the trust that you have shown in us by having our firm serve as interim town attorney for the Town of Trophy Club. We will do everything within our power to justify that trust.

As part of our routine in opening new files, we provide a Letter Agreement to our new clients. The purpose of this letter is to establish the attorney/client relationship which will permit us to claim privilege from discovery on certain types of communications in the event that the town should ever become involved in litigation. Our firm does not utilize employment contracts with specific time durations. It is our policy that representation of governmental entities is entirely an at-will arrangement, in which representation continues only so long as the city council has absolute confidence in the law firm they have selected. This Letter Agreement will be effective from the date it is executed by the Town until such time as the Town may decide to seek other representation, or until written notification is sent by either party that the terms of this Letter Agreement are no longer acceptable. It will be unnecessary to renew so long as the basic terms and conditions remain essentially the same.

Under the terms and conditions of this Letter Agreement, our law firm will provide you with representation on the following basis. For services provided for the normal operations of the Town, the firm will bill at an hourly rate of $285.00 per hour for attorneys, $90.00 per hour for legal assistants, and $40 per hour for administrative assistants. If the firm should be asked to represent the Town in litigation, the fee would be $320.00 per hour for attorneys, $145 per hour for legal assistants, and $45 per hour for administrative assistants.

We will assign an attorney who will be primarily responsible for serving as your interim town attorney. As you know, however, we have many qualified attorneys in our firm who will assist you from day to day, and the firm as a whole will be at your service.

We are conscious of the fact that legal fees on a substantial matter can quickly accumulate, and we attempt to maintain reasonable fee levels under the circumstances by, among other things, minimizing duplication of effort on a project, and utilizing legal assistants, administrative assistants, and law clerks whenever practical. Moreover, when unforeseen extraordinary fees or expenses appear necessary, we will ordinarily consult with you beforehand when time permits.

All out-of-pocket expenses incurred by us in connection with this representation are billed as a separate item on your monthly statement. Costs for other services such as copies, faxes, legal research, etc., are billed at reasonable rates on your monthly statement. Specific details on expenses can be provided on request. Invoices for certain types of individual expenses, such as deposition transcripts or printing charges, may be sent to you from time to time for immediate payment direct to our suppliers.

Under our normal billing procedures, we will submit statements to you on a monthly basis. Statements are always due and payable upon receipt. Any owed amounts that are not paid within 30 days will bear interest at the rate of one percent per month. There may be occasions involving unforeseen circumstances when an account will go unpaid, and in such instances we will attempt to work with you, if you communicate the nature of the delay to us. However, we reserve the right to discontinue work on pending matters or to terminate our attorney-client relationship at any time that any statement remains due and unpaid or that a requested advance retainer deposit against any clearly foreseeable charges is not received.

Occasionally, when a statement for a specific project is rendered near its conclusion, posting of some time and charges (such as telephone, reproduction, telecopier charges, court costs, or similar items) may be delayed, or there may be a delayed invoice for an expense which is not delivered to this firm until after the transaction has closed. In such cases, these "after closing" expenses will also be billed to you, even though you may have already received a "final" statement previously.

Should you have any questions as to any statement, please contact me at your earliest convenience so that we can resolve any problems without delay.

As you know, we cannot make representations to you as to the probability of ultimate success in any matter, and similarly we cannot guarantee any particular result. However, we do agree to exert in good faith our reasonable, ethical professional efforts in our representation of you and your business entities.

Although we attempt to retain for a reasonable time copies of most documents generated by this law firm, the firm cannot be held responsible in any way for failing to do so, and the firm hereby expressly disclaims any such responsibility or liability. You must ultimately retain all originals and copies you desire among your own files for future reference.

If at any time during this representation you have any problem or complaint, please do not hesitate to call me and we will do whatever we reasonably can to resolve it to your satisfaction. I also wish to notify you that the State Bar of Texas investigates and prosecutes professional

misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For more information, you may call toll free, 1-800-932-1900, or visit the State Bar website www.texasbar.com.

If these terms are acceptable, please sign in the space indicated below and return a copy to our office for our records. If for any reason the terms of this letter are not acceptable, please let me know immediately so that we can make any necessary changes.

We truly appreciate the opportunity to be of service to you, and I look forward to a mutually beneficial relationship.

Sincerely,

Bryn D. Meredith, Partner

BDM/kb

APPROVED AND ACCEPTED:

Patrick Arata, Police Chief/Interim Town Manager

Date: 7/3/23

6000 WESTERN PLACE, SUITE 200
FORT WORTH, TEXAS 76107

TAYLOR·OLSON·ADKINS·SRALLA·ELAM LLP
ATTORNEYS & COUNSELORS

TELEPHONE: (817) 332-2580
FACSIMILE: (817) 332-4740
WEBSITE: WWW.TOASE.COM

Dean Roggia
droggia@toase.com

July 24, 2023

Via E-Mail parata@trophyclub.org
Patrick Arata
Town of Trophy Club
1 Trophy Wood Drive
Trophy Club, TX 76262

Re: Letter Agreement for Legal Services

Dear Chief Arata:

On behalf of the firm of Taylor, Olson, Adkins, Sralla & Elam, L.L.P., I would like to thank you for the trust that you have shown in us by having our firm serve as Town Attorney for the Town of Trophy Club. We will do everything within our power to justify that trust.

As part of our routine in opening new files, we provide a Letter Agreement to our new clients. The purpose of this letter is to establish the attorney/client relationship which will permit us to claim privilege from discovery on certain types of communications in the event that the town should ever become involved in litigation. Our firm does not utilize employment contracts with specific time durations. It is our policy that representation of governmental entities is entirely an at-will arrangement, in which representation continues only so long as the Town Council has absolute confidence in the law firm they have selected. This Letter Agreement will be effective from the date it is executed by the Town until such time as the Town may decide to seek other representation, or until written notification is sent by either party that the terms of this Letter Agreement are no longer acceptable. It will be unnecessary to renew so long as the basic terms and conditions remain essentially the same.

Under the terms and conditions of this Letter Agreement, our law firm will provide you with representation on the following basis. For services provided for the normal operations of the Town, the firm will bill at an hourly rate of $245.00 per hour for attorneys with seven or more years of experience, $215.00 per hour for attorneys with less than seven years of experience, $130.00 per hour for legal assistants, and $40.00 per hour for administrative assistants. If the firm should be asked to represent the Town in litigation, the fee would be $320.00 per hour for attorneys with seven or more years of experience, $260.00 per hour for attorneys with less than seven years of experience, $145.00 per hour for legal assistants, and $45.00 per hour for administrative assistants. In addition to the regular hourly rate, the firm charges a $25.00 processing fee for each Public Information Act request we handle for the Town.

I will be primarily responsible for serving as your Town Attorney. As you know, however, we have many qualified attorneys in our firm who will assist you from day to day, and the firm as a whole will be at your service.

We are conscious of the fact that legal fees on a substantial matter can quickly accumulate, and we attempt to maintain reasonable fee levels under the circumstances by, among other things, minimizing duplication of effort on a project, and utilizing legal assistants, administrative assistants, and law clerks whenever practical. Moreover, when unforeseen extraordinary fees or expenses appear necessary, we will ordinarily consult with you beforehand when time permits.

All out-of-pocket expenses incurred by us in connection with this representation are billed as a separate item on your monthly statement. Costs for other services such as copies, faxes, legal research, etc., are billed at reasonable rates on your monthly statement. Specific details on expenses can be provided on request. Invoices for certain types of individual expenses, such as deposition transcripts or printing charges, may be sent to you from time to time for immediate payment direct to our suppliers.

Under our normal billing procedures, we will submit statements to you on a monthly basis. Statements are always due and payable upon receipt. Any owed amounts that are not paid within 30 days will bear interest at the rate of one percent per month. There may be occasions involving unforeseen circumstances when an account will go unpaid, and in such instances we will attempt to work with you, if you communicate the nature of the delay to us. However, we reserve the right to discontinue work on pending matters or to terminate our attorney-client relationship at any time that any statement remains due and unpaid or that a requested advance retainer deposit against any clearly foreseeable charges is not received.

Occasionally, when a statement for a specific project is rendered near its conclusion, posting of some time and charges (such as telephone, reproduction, telecopier charges, court costs, or similar items) may be delayed, or there may be a delayed invoice for an expense which is not delivered to this firm until after the transaction has closed. In such cases, these "after closing" expenses will also be billed to you, even though you may have already received a "final" statement previously.

Should you have any questions as to any statement, please contact me at your earliest convenience so that we can resolve any problems without delay.

As you know, we cannot make representations to you as to the probability of ultimate success in any matter, and similarly we cannot guarantee any particular result. However, we do agree to exert in good faith our reasonable, ethical professional efforts in our representation of you and your business entities.

Although we attempt to retain for a reasonable time copies of most documents generated by this law firm, the firm cannot be held responsible in any way for failing to do so, and the firm hereby expressly disclaims any such responsibility or liability. You must ultimately retain all originals and copies you desire among your own files for future reference.

If at any time during this representation you have any problem or complaint, please do not hesitate to call me and we will do whatever we reasonably can to resolve it to your satisfaction. I also wish to notify you that the State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For more information, you may call toll free, 1-800-932-1900, or visit the State Bar website www.texasbar.com.

If these terms are acceptable, please sign in the space indicated below and return a copy to our office for our records. If for any reason the terms of this letter are not acceptable, please let me know immediately so that we can make any necessary changes.

We truly appreciate the opportunity to be of service to you, and I look forward to a mutually beneficial relationship.

Sincerely,

Dean Roggia, Partner

DR/kb

APPROVED AND ACCEPTED:

Patrick Arata, Police Chief/Interim Town Manager

Date: 7/2/23

TOWN OF
TROPHY CLUB

PURCHASE REQUISITION FORM

Requisition Number _____

Date : 10/1/2023 **Department** 522

Project# _____

Vendor (Name & Address)
TeagueNall & Perkins
5237 N Riverside Dr., Ste #100
Fort Worth, TX 76137

Delivery Address
1 Trophy Wood Drive
Trophy Club, TX 76262

Account Number	Description	Quantity	Unit Amount	Total Amount
01-522-60500	**Engineering- Professional Services, TNP**	1	42,000.00	$ 42,000.00
Co-op info:				
			Total	**$ 42,000.00**

Budgeted? (Must Circle One) Yes or No **Explanation (if not budgeted:)** _____

Comments: Professional Services, Town Engineers

Community Development
Department Requestor:

Department Approval:

Finance:

Town Manager:

The Town of Trophy Club must have a completed Vendor Packet on file before a requisition can be accepted by the Finance Department.

www.tnpinc.com

engineers
surveyors
landscape architects

TEXAS
FORT WORTH
DENTON
ALLEN
HEATH
KATY

STATE OF TEXAS §

COUNTY OF DENTON §

AGREEMENT FOR ENGINEERING SERVICES

This agreement made, entered into and executed 10th day of October, 2023, by and between the TOWN OF TROPHY CLUB (hereinafter referred to as "TOWN"), and TNP, Inc., Consulting Engineers, (hereinafter referred to as "ENGINEER"), with principal offices at 5237 Riverside Drive Suite 100, Fort Worth, Texas. TOWN and ENGINEER will be referred to individually as "Party," and collectively, as the "Parties."

WITNESSETH, that whereas the TOWN desires engineering design or consultation on various issues and requires engineering services on various public work improvements.

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

SECTION I. EMPLOYMENT OF ENGINEER

The TOWN agrees to employ the ENGINEER as and when needed for various projects and the ENGINEER agrees to perform professional engineering services in connection with such projects as stated in Section II below, and having rendered such services, the TOWN agrees to pay to the ENGINEER compensation as stated in Section V to follow.

SECTION II. CHARACTER AND EXTENT OF SERVICES

The ENGINEER shall, at the TOWN's request, render the following professional services for the TOWN.

A. Meetings: At the specific request of the TOWN, the ENGINEER will attend meetings and hearings of the Town Council and various Town boards and committees.

B. Review of Development Proposals: At the request of the TOWN, the ENGINEER will review plats, site plans, and public improvement plans for various public and private projects proposed in the TOWN. This review will include comment on drainage systems; traffic; conformance with codes and policies; flood plain management; construction and maintenance of streets; discrepancies in easement's acknowledgments, or certifications; and other potential problems noted in the proposed development during the engineering review. The ENGINEER will provide the TOWN with its findings in a letter report in a timely manner. At the request of the TOWN, the ENGINEER may be requested to present and support his findings at various public meetings.

TNP Firm Registrations
Texas Board of Professional Engineers and Land Surveyors | Engineering Firm No. F-230 | Surveying Firm No. 10011600 | 10194381 | 10011601
Texas Board of Architectural Examiners Firm No. BR 2673

C. Flood Plain Management: At the request of the TOWN, the ENGINEER will provide technical assistance in review of flood hazard boundary determinations by the Federal Emergency Management Agency; review development permit applications within floodways and floodway fringes; and assist in conferences with federal, state and local officials.

D. Capital Improvements Planning: At the request of the TOWN, the ENGINEER will provide technical assistance in reviewing capital needs for the TOWN and estimating probable costs of such facilities.

E. TOWN Specifications and Requirements: At the request of the TOWN, the ENGINEER will provide technical assistance and consultation on various requirements and standard specifications used by the TOWN.

SECTION III. ADDITIONAL SERVICES

The TOWN may choose to initiate exclusive negotiations with the ENGINEER for any or all design services on any public works project initiated by the TOWN during the term of this Agreement. The TOWN reserves the right to terminate negotiations under this Section and seek employment of another engineer if, in the opinion of the TOWN, the fees proposed by the ENGINEER are unacceptable, or adequate staff is not available from the ENGINEER to complete the project in a timely manner, or the services requested require special expertise for which another engineer is considered more qualified.

SECTION IV. PERIOD OF SERVICE

This Agreement shall become effective upon execution by the TOWN and the ENGINEER and shall remain in force until terminated under the provisions of Section X below.

SECTION V. COMPENSATION

A. Engineering Services: The ENGINEER shall be compensated based on the Standard Rate Schedule provided in Attachment 'A'. Salary cost includes the employer's share of Social Security, holiday, vacation, sick leave, Workmen's Compensation Insurance, and federal and state unemployment insurance.

B. Surveying Services: Surveying services based on the Standard Rate Schedule provided in Attachment 'A'. Salary cost includes the employer's share of Social Security, holiday, vacation, sick leave, Workmen's Compensation Insurance, and federal and state unemployment insurance. The Rate Schedule will be based on various crew sizes, office staff and equipment used.

C: Other Expenses: Actual out-of-pocket expenses that are incurred during the progress of the work at ENGINEER's cost plus 10%. The actual out-of-pocket expenses include: air fare, automobile rental if required, mileage charges, parking, tolls, taxi, meals, lodging, printing and reproduction costs for work outsourced, and other miscellaneous costs incurred specifically for this project.

D. Work by Others: For work done by others, at the actual cost to the ENGINEER of such services plus 10%.

The ENGINEER may submit invoices for services rendered no more frequently than monthly, accompanied by an explanation of the services provided and any necessary supporting documentation.

SECTION VI. OWNERSHIP OF DOCUMENTS

All documents, including original drawings, estimates, specifications, field notes and data are and remain the property of the ENGINEER as instruments of services. The TOWN may at its expense retain reproducible copies of drawings and copies of other documents, in consideration of which it is mutually agreed that the TOWN will use them solely in connection with the project.

SECTION VII. INDEMNITY

ENGINEER shall indemnify and save harmless the TOWN and its officers, agents, and employees from the liability of the TOWN on account of any injuries or damages received or sustained by any person or persons or property, including court costs and reasonable attorney fees incurred by the TOWN, proximately caused by the negligent acts or omissions of the ENGINEER or its officer, agents, or employees in the execution, operation, or performance of this Agreement.

SECTION VIII. INSURANCE

The ENGINEER shall effect and maintain insurance to protect itself from claims under workmen's compensation act's claims for damages because of bodily injury including personal injury; sickness or disease; or death of any of its employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom; and from claims arising out of the performance of professional services caused by any errors, omissions or negligent acts for which it is legally liable.

SECTION IX. ARBITRATION

No arbitration arising out of, or relating to, the Agreement involving one party to this Agreement may include the other party to this Agreement without their approval.

SECTION X. TERMINATION

Either party to this Agreement may terminate the Agreement by giving the other at least thirty (30) days notice in writing. Upon delivery of such notice by the TOWN to the ENGINEER, and upon expiration of the seven-day period, the ENGINEER shall discontinue all services in connection with the performance of the Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the ENGINEER shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The TOWN shall then pay the ENGINEER for those services actually performed under this Agreement prior to the receipt of termination notice, less such payments on account of the charges as have been previously made; provided, however, that the TOWN shall not then be required to pay for those services of the ENGINEER for which the TOWN terminated this Agreement and which are therefore in dispute. Copies of all completed or partially

completed designs, plans, and specifications prepared under this Agreement shall be delivered to the TOWN when and if this Agreement is terminated.

SECTION XI. SUCCESSORS AND ASSIGNMENTS

The TOWN and the ENGINEER each binds themselves and their successors, executor, administrators and assigns to the other party of this Agreement and to the successor, executor, administrators and assigns of such other party in respect to all covenants of this Agreement; except as above, neither the TOWN nor the ENGINEER shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be constructed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

This agreement is executed in two counterparts.

IN TESTIMONY WHEREOF, the parties hereto have executed this agreement the day and year first above written.

TOWN OF TROPHY CLUB
(TOWN)

_____

TNP, Inc.
(ENGINEER)

Michael S. Wilson, P.E.
Director of Engineering Services/Principal

ATTEST:

_____

ATTEST:

_____

ATTACHMENT 'A'

Teague Nall and Perkins, Inc.

2023 Standard Hourly Rates

Effective January 1, 2023 to December 31, 2023

Engineering/Landscape Architecture/ROW	Hourly Billing Rate
Principal or Director	$290
Team Leader	$275
Senior Project Manager	$270
Project Manager	$230
Senior Engineer	$280
Project Engineer	$180
Senior Structural Engineer	$285
Structural Engineer	$200
Engineer III/IV	$160
Engineer I/II	$135
Senior Landscape Architect/Planner	$280
Landscape Architect / Planner	$200
Landscape Designer	$140
Senior Designer	$185
Designer	$160
Senior CAD Technician	$150
CAD Technician	$120
IT Technician	$180
Clerical	$85
ROW Manager	$250
Senior ROW Agent	$185
ROW Agent	$145
Relocation Agent	$185
ROW Admin	$100
Intern	$80

Surveying	Hourly Billing Rate
Survey Manager	$290
Registered Professional Land Surveyor (RPLS)	$250
Field Coordinator	$155
S.I.T. or Senior Survey Technician	$150
Survey Technician	$130
1-Person Field Crew w/Equipment**	$160
2-Person Field Crew w/Equipment**	$190
3-Person Field Crew w/Equipment**	$215
4-Person Field Crew w/Equipment**	$235
Flagger	$60
Abstractor (Property Deed Research)	$100
Small Unmanned Aerial Systems (sUAS) Equipment & Crew	$450
Terrestrial Scanning Equipment & Crew	$280

ATTACHMENT 'A'

Teague Nall and Perkins, Inc.

2023 Standard Hourly Rates

Effective January 1, 2023 to December 31, 2023

Utility Management, Utility Coordination, and SUE	Billing Rate	
Senior Utility Coordinator	$180	
Utility Coordinator	$160	
SUE Field Manager	$180	
Sr. Utility Location Specialist	$180	
Utility Location Specialist	$110	
1-Person Designator Crew w/Equipment***	$155	
2-Person Designator Crew w/Equipment***	$200	
2-Person Vac Excavator Crew w/Equip (Exposing Utility Only)	$320	(4 hr. min.)
Core Drill (equipment only)	$800	per day
SUE QL-A Test Hole (0 < 8 ft)****	$2,300	each
SUE QL-A Test Hole (> 8 < 15 ft)****	$2,800	each

Construction Management, Construction Engineering and Inspection (CEI)	Hourly Billing Rate
Construction Inspector I/II	$110
Construction Inspector III	$135
Senior Construction Inspector	$150
Construction Superintendent	$185
Construction Manager	$220
Senior Construction Manager	$270
Construction Records Keeper	$120

Direct Cost Reimbursables

A fee equal to 3% of labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. No individual or separate accounting of these items will be performed by TNP.

Any permit fees, filing fees, or other fees related to the project and paid on behalf of the client by TNP to other entities shall be invoiced at 1.10 times actual cost.

Notes:

All subcontracted and outsourced services shall be billed at rates comparable to TNP's billing rates above or cost times a multiplier of 1.10.

* *Rates shown are for 2023 and are subject to change in subsequent years.*

** *Survey equipment may include truck, ATV, Robotic Total Station, GPS Units and Digital Level.*

*** *Includes crew labor, vehicle costs, and field supplies.*

TOWN OF
TROPHY CLUB

PURCHASE REQUISITION FORM

Requisition Number _____

Date : 10/1/2023 **Department** 522

Vendor (Name & Address)
HE Planning + Design, LLC
8458 Howell Drive
Frisco, Texas 75034

Delivery Address
1 Trophy Wood Drive
Trophy Club, TX 76262

Project# _____

Account Number	Description	Quantity	Unit Amount	Total Amount
01-522-60100	**Professional Services Agreement - On Call Planning Consultant**	1	$32,000.00	$ 32,000.00
Co-op info:				
			Total	**$ 32,000.00**

Budgeted? (Must Circle One) Yes or No **Explanation (if not budgeted:)** _____

Comments: Professional Services - Town Planning Consultant. Renewing Contract for FY24.

Community Development
Department Requestor:

Department Approval:

Finance:

Town Manager:

The Town of Trophy Club must have a completed Vendor Packet on file before a requisition can be accepted by the Finance Department.

PLANNING + DESIGN
heleneve@HEPlanningDesign.com
(469)360-6618

September 20, 2023

Mr. Matthew Cox
Director of Community Development
Town of Trophy Club
1 Trophy Wood Drive
Trophy Club, Texas 76262

RE: Professional Services Agreement for Planning Services for the Town of Trophy Club, Denton and Tarrant County, Texas.

Dear Matthew:

Thank you for considering HE Planning+Design, LLC (HE P+D) for professional on-call planning services for the Town of Trophy Club. I have outlined the services I propose to complete below.

SCOPE OF SERVICES

Planning Tasks

HE P+D will provide technical review of the following applications:

1. Zoning Applications, including Straight Zoning, Specific Use Permits, Conditional Use Permits, and Planned Development Districts;
2. Board of Adjustment Applications;
3. Site Plan Applications;
4. Plat Applications;
5. Landscape and Screening Applications;
6. Sign Applications;
7. Variance and Waiver Applications;
8. Draft Agendas and Case Reports for posting;
9. Drafting PD, SUP, and CUP ordinances for city attorney review;
10. Minor ordinance and Comprehensive Plan amendments necessary to process a zoning application; and
11. Respond to zoning and development inquiries from city staff and others (as authorized by staff) and provide direction based on ordinance regulations in effect at the time of the inquiry.

Method

HE P+D will:

1. Review the applications and identify compliance with the adopted zoning ordinance, subdivision regulations, comprehensive plan, and other adopted plans;
2. Provide the reviews in written and graphic format (PDF review) for clear understanding of the comments;

8458 HOWELL DRIVE · FRISCO, TEXAS 75034
PHONE: (469)360-6618 · heleneve@HEPlanningDesign.com

3. Coordinate review comments for consensus with staff, city engineer, city attorney, Trophy Club Municipal Utility District, TXDOT, and other required entities as authorized by you; and
4. Will prepare the yearly submission application calendar and provide updates as indicated and directed by you and the Town Secretary throughout the year.

Review Turnaround
HE P+D will provide the review comments within ten (10) business days of receipt of the application.

Agendas, publications in the official newspaper, and public hearing notices will be sent to you and the Town Secretary for posting in the Town's official agenda location and on the Town of Trophy Club website. Notifications that are required to be mailed will be provided to you and the Town Secretary for mailing from the Town. HE P+D will provide the ownership database for mailing label production. Agendas will be sent no later than 24 hours prior to a posting deadline. Publications required to appear in Trophy Club's official newspaper will be sent via email to the Community Development Department 24 hours prior to the publication's deadlines unless directed to submit notifications to the Town Secretary for submission.

Please note, applicants that do not resubmit according to the deadline date on the adopted development calendar will be processed on an amended schedule and will not be placed on the originally anticipated agenda date for consideration.

Meetings
HE P+D, Helen-Eve L. Beadle, AICP will attend meetings with applicants, consultants, and town staff in person or via internet session, as directed by you.

FEE AND BILLING

HEP+D will perform the services described above based on the **Town of Trophy Club General Planning Services** for the hourly rates below.

Intern	$60.00
Planner I	$90.00
GIS Analyst	$100.00
Planner Project Manager	$120.00
Principal Planner	$175.00
Invoice Fee/each	$50.00
Administrative Assistant	$40.00

Direct expenses such as blueprinting, copying (full size and reductions included), scanning, color copies, mileage, deliveries, will be invoiced at 1.15 times cost.

8458 HOWELL DRIVE · FRISCO, TEXAS 75034
PHONE: (469)360-6618 · heleneve@HEPlanningDesign.com

PLANNING + DESIGN
heleneve@HEPlanningDesign.com
(469)360-6618

On-call Planning Services	Hourly, not to exceed $32,000.00*

*The fee quoted above is based on review of past agendas available and general understanding of the number of cases per year. Should the scope of services change from the contents in this agreement, I will notify you of the need to reconsider the scope.

Invoices will be submitted monthly based on services performed. Billing will be due and payable to HE Planning+Design, LLC, 8458 Howell Drive, Frisco, Texas 75034 within 25 days of receipt.

ADDITIONAL SERVICES

Any items requested by you that are not outlined in the above scope would be considered additional services and would be provided as requested and authorized by you. In the event you need these services for such items I can provide you with a letter agreement for them.

This scope does not include:

1. Preconstruction meeting attendance, Public Improvement Developer's Agreements, Financial Assurance, Bonds, Construction Contracts, Inspections, Impact Fee updates, and Right-of-Way Permits as those tasks are under the responsibility of an engineer.
2. Comprehensive Plan updates, zoning ordinance, subdivision ordinance, and ordinance rewrites/updates.
3. GIS Geographic Information System services including mapping updates.

CLOSURE

Your signature and return of one copy of this professional services agreement shall serve as direction to proceed.

I appreciate the opportunity to submit this agreement for on-call professional planning services. Please contact me if you have any questions. I look forward to continuing working with you and the Town of Trophy Club.

Sincerely,

Helen-Eve L. Beadle, AICP

AGREED and accepted this 10th **day of** October **, 2023.**

Matthew Cox, Director of Community Development
Town of Trophy Club

8458 HOWELL DRIVE · FRISCO, TEXAS 75034
PHONE: (469)360-6618 · heleneve@HEPlanningDesign.com

TOWN OF
TROPHY CLUB

PURCHASE REQUISITION FORM

Requisition Number _____

Date : 9/20/2023

Department 522

Vendor (Name & Address)
Bureau Veritas North America, Inc
1000 Jupiter Rd., Ste #900
Plano, Texas 75074

Delivery Address
1 Trophy Wood Drive
Trophy Club, TX 76262

Project# _____

Account Number	Description	Quantity	Unit Amount	Total Amount
01-522-60600	**Plan Review Services**	1	$4,000.00	$ 4,000.00
01-522-62300	**Health Inspection Services**	1	$18,000.00	$ 18,000.00
01-522-62350	**Building Inspection Services**	1	$24,000.00	$ 24,000.00
Co-op info:			**Total**	**$ 46,000.00**

Budgeted? (Must Circle One) Yes or ~~No~~ **Explanation (if not budgeted:)** _____

Comments: Professional Services - Health Inspections and Back-up Plan Review/Building Inspections . Renewing Contract for FY23-24.

Community Development
Department Requestor:

Department Approval:

Finance:

Town Manager:

The Town of Trophy Club must have a completed Vendor Packet on file before a requisition can be accepted by the Finance Department.

BUREAU VERITAS NORTH AMERICA, INC.
STANDARD PROFESSIONAL SERVICES AGREEMENT

This STANDARD PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this____10th__ day of ___October_____, 2023, by and between Bureau Veritas North America, Inc., ("BVNA"), and the Town of Trophy Club, Texas, ("Client").

These Terms and Conditions govern the work to be performed by Bureau Veritas North America, Inc. ("BVNA"), as specified in the proposal prepared by BVNA of which these Terms and Conditions are a part thereof.

WHEREAS, the Client desires that BVNA provide independent professional services for Client under the terms of a Standard Professional Services Agreement;

WHEREAS, BVNA represents that it is a professional independent consulting firm and is willing and able to perform such services upon terms and conditions hereinafter set forth;

WHEREAS, all services will be conducted in accordance with these terms and conditions and the agreed upon Scope of Services and Fee Schedule the forms of which are attached as Attachments "A" and "B" respectively.

NOW, THEREFORE, in consideration of the foregoing and of the benefits to each of the parties accruing, the parties hereto do mutually agree as follows:

AGREEMENT

1. **Initiation of Services:** During the term of this Agreement, Client may call upon BVNA to perform specific work from the scope to be defined per project in accordance with the agreed upon fees. Individual projects may be delineated via a specific proposal in accordance with the terms and conditions set forth in this Agreement. BVNA agrees to furnish services in conformity with the terms hereof and the following documents which are incorporated by reference and made a part hereof. No subsequent amendment to this Agreement shall be binding on either BVNA or Client unless reduced to writing and signed by an authorized Representative of BVNA and Client. Any pre-printed forms including, but not limited to: purchase orders, shipping instructions, or sales acknowledgment forms of either party containing terms or conditions at variance with or in addition to those set forth herein shall not in any event be deemed to modify or vary the terms of this Agreement.

2. **Scope of Services:** BVNA shall provide its services at the time, place, and in the manner specified in the proposal.

3. **Term.** This Agreement shall remain in effect from the effective date of the Agreement unless terminated by written notice to the other party at least thirty (30) days prior to termination. Fees may be adjusted annually.

4. **Time of Performance:** The services of BVNA are to commence upon execution of this Agreement and shall continue until all authorized work is completed. BVNA shall use commercially reasonable best efforts

in performing services under these Terms and Conditions, and the Companion Documents ("Agreement"). Companion Documents shall mean any documents accompanying BVNA's Proposal, including but not limited to the Scope of Work, Fee Schedules or any other Exhibits specific to the project. BVNA shall not be responsible for failure to perform its services if i) there is a failure or delay by Client or its contractors in providing BVNA with the necessary access to properties, documentation, information, or materials; ii) Client or its contractors fail to approve or disapprove BVNA's work; or iii) if Client causes delays in any way whatsoever. In any of these events, BVNA's time for completion of its service shall be extended accordingly. BVNA shall not be responsible for failure to perform if such failure is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure or interruption, or any other cause reasonably beyond BVNA's control. In any of these events, BVNA's time for completion of its services shall be extended accordingly.

5. **Compensation:** Compensation to be paid to BVNA shall be in accordance with the Schedule of Fees set forth in accordance with the agreed upon fee schedule per project.

6. **Method of Payment:** BVNA shall submit monthly billings to Client describing the work performed during the preceding month. Client shall pay BVNA no later than thirty (30) days after receipt of the monthly invoice by Client's staff. If the invoice is not paid within such period, Client shall be liable to BVNA for a late charge accruing from the date of such invoice to the date of payment at the lower of eighteen (18) percent per annum or the maximum rate allowed by law. Further, if the invoice is not paid within such period, BVNA may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of services immediately following written notice from BVNA to Client. Notwithstanding any such termination of services, Client shall pay BVNA for all services rendered by BVNA up to the date of termination of services plus all interest, termination costs and expenses incurred by BVNA. Client shall reimburse BVNA for all costs and expenses of collection, including reasonable attorney's fees. For work requiring a construction permit to be issued, the total fee will be billed when the permit is issued by the Jurisdiction.

7. **Construction Monitoring:** If BVNA is engaged by Client to provide a site representative for the purpose of monitoring specific portions of any construction work, as set forth in the proposal, then this Section 7 shall apply. If BVNA's engagement does not include such construction monitoring, then this Section shall be null and void. In connection with construction monitoring, BVNA will report observations and professional opinions to Client. BVNA shall report to Client any observed work which, in BVNA's opinion, does not conform to plans and specifications. BVNA shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of BVNA, or BVNA's site representative, can be construed as modifying any agreement between Client and others. BVNA's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by Client to provide construction related services. Neither the professional activities of BVNA, nor the presence of BVNA or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon BVNA any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client or its general contractor is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner's agreement with the general contractor. Client also agrees to make BVNA an additional insured under any general contractor's General Liability insurance policy. Prior to the commencement of the Work, Client shall provide BVNA with a certificate of insurance evidencing the required insurance. Such certificates shall be issued by an insurance carrier(s) acceptable to BVNA and shall be endorsed to include: (1) BVNA as additional insured; (2) thirty (30) days prior written notice of cancellation or material change in any of the coverages; and (3) a waiver of subrogation as to BVNA. Each policy of insurance required shall be written by an insurance company with a minimum rating by A.M. Bests & Company of A-VI. This insurance shall be primary to any insurance available to BVNA. In the event BVNA expressly assumes any health and safety responsibilities for hazardous materials or other items specified in this Agreement, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other

health and safety requirements, such as, but not limited to, those relating to excavation, trenching, drilling or backfilling.

8. **Ownership of Documents:** All plans, studies, documents and other writings prepared by BVNA, its officers, employees and agents and subcontractors in the course of implementing this Agreement shall remain the property of the Client. The Client acknowledges that all intellectual property rights related to the performance of the Agreement, including but not limited to the names, service marks, trademarks, inventions, logos and copyrights of BVNA and its affiliates, (collectively, the "**Rights**") are and shall remain the sole property of BVNA or its affiliates and shall not be used by the Client, except solely to the extent that the Client obtains the prior written approval of BVNA and then only in the manner prescribed by BVNA. If BVNA terminates the Agreement in accordance with the provisions of Article 29 below, any such license granted by BVNA to the Client shall automatically terminate. BVNA may, however retain one archival copy of all reports delivered to Client and of all working papers necessary to support BVNA's analysis, conclusions or recommendations.

9. **Use of Data or Services:** BVNA shall not be responsible for any loss, liability, damage, expense or cost arising from any use of BVNA's analyses, reports, certifications, advice or reliance upon BVNA's services, which is contrary to, or inconsistent with, or beyond the provisions and purposes set forth therein or included in these Terms and Conditions, or in the Companion Documents. Client understands and agrees that BVNA's analyses, reports, certifications and services shall be used solely by the Client, and only Client is allowed to rely on such work product. If a third party relies on the services, analyses, reports or certifications without BVNA's written permission, then Client agrees to defend and indemnify BVNA from any claims or actions that are brought as a result of such reliance.

10. **Independent Contractor:** It is understood that BVNA, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Client. BVNA shall obtain no rights to retirement benefits or other benefits which accrue to Client's employees, and BVNA hereby expressly waives any claim it may have to any such rights.

11. Standard of Care: BVNA REPRESENTS THAT THE SERVICES, FINDINGS, RECOMMENDATIONS AND/OR ADVICE PROVIDED TO CLIENT WILL BE PREPARED, PERFORMED, AND RENDERED IN ACCORDANCE WITH PROCEDURES, PROTOCOLS AND PRACTICES ORDINARILY EXERCISED BY PROFESSIONALS IN BVNA'S PROFESSION FOR USE IN SIMILAR ASSIGNMENTS AND PREPARED UNDER SIMILAR CONDITIONS AT THE SAME TIME AND LOCALITY. CLIENT ACKNOWLEDGES AND AGREES THAT BVNA HAS MADE NO OTHER IMPLIED OR EXPRESSED REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO THE SERVICES, FINDINGS, RECOMMENDATIONS OR ADVICE TO BE PROVIDED BY BVNA PURSUANT TO THIS AGREEMENT.

12. **Indemnity:** Subject to the Limitation of Liability included in this Agreement, **BVNA** shall indemnify and hold harmless Client, its employees, officers, and agents from and against losses, liabilities, and reasonable costs and expenses (for property damage and bodily injury, including reasonable attorney's fees), to the extent directly and proximately caused by BVNA's negligent performance of services or breach of warranty under this Agreement.
BVNA shall not be obligated to defend the Client until there is an actual finding of negligence or if the parties agree otherwise. To the extent allowed by law, Client shall defend, indemnify and hold harmless BVNA, its employees, directors, officers, and agents, from and against claims, losses, liabilities, and reasonable costs and expenses (including reasonable attorney's fees) that are: i) related to, or caused by the negligence or willful misconduct of Client, its employees, or agents; ii) related to this Agreement or the work to be performed by BVNA for which BVNA is not expressly responsible; or iii) the expressed responsibility of the Client under this Agreement. City shall not be obligated to defend BVNA until there is an actual finding of negligence or if the parties agree otherwise.

13. **Insurance:** BVNA, at BVNA's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:

a. **Workers' Compensation Coverage:** BVNA shall maintain Workers' Compensation and Employer's Liability Insurance for its employees in accordance with the laws of the state where the services are being performed. Any notice of cancellation or non-renewal of all Workers' Compensation policies will be sent to the Client in accordance with the policy provisions.

b. **General Liability Coverage:** BVNA shall maintain Commercial General Liability insurance in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage.

c. **Automobile Liability Coverage:** BVNA shall maintain Automobile Liability insurance covering bodily injury and property damage for activities of BVNA employee arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount not less than one million dollars ($1,000,000) combined single limit for each occurrence.

d. **Professional Liability Coverage:** BVNA shall maintain Professional Errors and Omissions Liability for protection against claims alleging negligent acts, errors or omissions which may arise from BVNA's services under this Agreement. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis.

BVNA shall name Client as additional insured and other parties that it deems appropriate to be additionally insured under BVNA's Commercial General Liability policy and Automobile Liability policy, if requested to do so by Client. The Client, on its own behalf and on the behalf of any others that are named as additionally insured at Client's request, agrees that providing such insurance or the additional insured endorsement shall in no way be construed as an assumption by BVNA of any liability for the negligence or willful misconduct or any wrongful behavior on the part of Client or others that are named additionally insured.

14. **Consequential and Punitive Damages:** Neither BVNA nor Client shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

15. **Cause of Action:** The prevailing party in any actions brought to enforce the terms of this Agreement shall be entitled to the recovery of reasonable attorney's fees.

16. **Compliance with Laws:** BVNA shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinance and regulations in effect as of the date services are provided.

17. **Resolution of Disputes:** All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, except those disputes which arise out of or are related to collection matters or fees alone under this Agreement, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and BVNA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable

or unwilling to serve and a replacement mediator cannot be agreed upon by Client and BVNA within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

Should either party to this Agreement commence any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.

18. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the state of Texas. Venue shall lie in Denton County, Texas.

19. **Releases:** All lien releases will be limited to payment issues; no additional terms and conditions may be added to a release of lien.

20. **Waiver of Jury Trial:** Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

21. Third Party Beneficiary: It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and BVNA. Nothing contained in the Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and BVNA that any such person or entity, other than Client or BVNA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

22. **Written Notification:** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth in the proposal. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Client:	Town of Trophy Club Attn: Matt Cox 1 Trophy Wood Dr. Trophy Club, TX 76262
If to BVNA:	Bureau Veritas North America, Inc. Attn: Contract Processing 1000 Jupiter Road, Suite 900 Plano, TX 75074
With cc to:	Bureau Veritas North America, Inc. Attention: Legal Department 1601 Sawgrass Corporate Parkway, Suite 400 Fort Lauderdale, FL 33323

23. **Confidential Information:** Neither party shall disclose information identified as confidential to anyone except those individuals who need such information to perform the Services; nor should either party use such confidential information, except in connection with the Work, the performance of the Services or as authorized by the other party in writing. Regardless of the term of this Agreement, each party shall be bound by this obligation until such time as the confidential information shall become part of the public domain. Confidential information shall not include information which is either: (i) known to the public; (ii) was known to the receiving party prior to its disclosure; or (iii) received in good faith from

a third party. If either party is required to produce information by valid subpoena or Court order, parties agree to first provide prompt notice to other party in order to allow the party to seek a protective order or other appropriate remedy. This shall not prevent either party from disclosing information to the extent reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding or to the extent that Client's City Attorney or the Texas Attorney General determines that such disclosure is required by the Texas Public Information Act or other applicable law. Client agrees that BVNA shall be permitted to use Client's name and logos in BVNA's marketing materials unless advised or prohibited against it by the Client in writing.

24. **Assignment:** Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void and shall constitute a material breach of this Agreement if such consent is not obtained.

25. **Non-Solicitation/Hiring of Employees:**

(a) To promote an optimum working relationship, the Client agrees in good faith that for the term of this Agreement and one year after the completion or termination of the Agreement not to directly or indirectly employ or otherwise engage any current employee of BVNA or any former employee of BVNA who left the employ of BVNA within the six (6) months prior to and including the date of the execution of the Agreement. The loss of any such employee would involve considerable financial loss of an amount that could not be readily established by BVNA. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to BVNA, the Client shall pay to BVNA a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.

(b) BVNA's employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay BVNA's legal expenses, administrative costs and fees pursuant to BVNA's then current fee schedule for BVNA to respond to any subpoena.

26. **Prevailing Wage:** This Agreement and any proposals hereunder specifically exclude compliance with any project labor agreement or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of the proposal, this Agreement and any proposals hereunder specifically exclude compliance with any State or Federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services BVNA is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to BVNA, and that all wages and cost estimates contained herein are based solely upon standard, no-prevailing wage rates. Should it later be determined by the Client or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed documents between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless BVNA from any liability resulting from a subsequent determination that prevailing wage regulations cover the Projects, including all costs, fines and reasonable attorney's fees.

27. **Waiver:** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

28. **Amendments:** This Agreement may be modified or amended only by a written document executed by both BVNA and Client.

29. **Entire Agreement:** This Agreement, the Attachment A- Scope of Services, and Attachment B- Fee Schedule constitute the complete and exclusive Agreement between the Client and BVNA. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by these documents.

30. **Termination:** This Agreement may be terminated immediately for cause or by either party without cause upon fifteen (15) days written notice of termination. Upon termination, BVNA shall be entitled to compensation for services performed up to the effective date of termination.

(a) Termination by Client: If the Client terminates this agreement without cause, the Client shall have two options concerning work and assignments that are in-progress. The Client shall select from: (1) Allowing BVNA the opportunity to complete all work and assignments in-progress that may be completed by another provider after the effective date of BVNA's termination; or (2) Providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements regarding all work and assignments that remain in-progress upon BVNA's termination effective date. In the event that Client is silent on termination or does not make an affirmative selection, option (2) providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements will be the default and active selection.

(b) Termination by BVNA: If BVNA terminates without cause, BVNA will provide client with a thirty (30) day transition period from the notice of termination to allow Client sufficient time to secure a new Service Provider. During this transition period, BVNA and Client's responsibilities under this agreement will remain in full force and effect. At the end of the thirty (30) day transition period BVNA will cease all activities. In the event Client shall request BVNA to continue to provide any Services beyond the expiration of the transition period, including any extensions, then BVNA and Client may negotiate in good faith terms of any such extension, including the pricing of Services.

31. Force Majeure. A delay in, or failure of, performance of either party hereto shall not constitute a default hereunder or give rise to any claim for damage if and to the extent such delay or failure is caused by (an) occurrence(s) beyond the reasonable control of the party affected, including, but not limited to, act(s) of God, or the public enemy, expropriation or confiscation of facilities or compliance with any order or request of governmental authority or person(s) purporting to act therefore affecting to a degree not presently existing the supply, availability, or use of engineering personnel or equipment, act(s) of war, public disorder(s), insurrection(s), rebellion(s), or sabotage, flood(s), riot(s), strike(s), or any cause(s), whether or not of the class or kind of those specifically named above, not within the reasonable control of the party affected, and which, by the exercise of reasonable diligence, said party is unable to prevent. A party who is prevented from performing for any reason shall immediately notify the other party in writing of the cause of such non-performance and the anticipated extent of the delay.

32. **Audit.** Client shall have the right during the course of the Work and until one (1) year after acceptance of the Services to audit BVNA's books and records relating to the costs to be reimbursed pursuant to Article 3. BVNA shall, during the progress of the Services, provide Client with evidence of payment for and records of receipt of materials, supplies and equipment as they become available and are presented for payment, together with such other data as Client may reasonably request.

33. **Interpretation of Agreement:** This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

34. **Severability of Agreement:** If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the laws of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected and shall remain in full force and effect.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above and the Attachments following the signatures below.

BUREAU VERITAS NORTH AMERICA, INC.	**CLIENT**
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
Address:	Address:
Telephone:	Telephone:
Email:	Email:
DTQR	
Date	

ATTACHMENT A
SCOPE OF SERVICES

CONSTRUCTION CODE SERVICES

BVNA and the representatives of BVNA are charged with the enforcement of the provisions of the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, acting in good faith and without malice in the discharge of the duties required by these codes or other pertinent law or ordinance shall not thereby be rendered personally liable for damages that may accrue to persons or property as a result of an act or by reason of an act or omission in the discharge of such duties.

Plan Review

Non-Structural Plan Review services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, and other provided code related documents, as approved by the Jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the Jurisdiction. The Jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the Jurisdiction.

Inspections

Inspection services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code. Special inspections as specified in chapter 17 and non-prescriptive structural inspections of the adopted International Building Code are not included and may be required as specified in the International Building Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority and the Certificate of Occupancy will be issued at the discretion of the Jurisdiction.

FIRE SERVICES

Fire Services Plan Review

Commercial, Multi-Family and Single Family Fire Sprinkler System Plan Review, Commercial Fire Alarm Plan Review, Commercial Underground Fire Sprinkler System Plan Review, Commercial Alternative Fire Extinguishing Systems (includes Kitchen Fire Suppression System, Clean Agent Systems, and CO2 Systems) Plan Review and Commercial Above and Below Ground Fuel Storage Tank Plan Review shall be conducted as required by the Jurisdiction's Fire Code, and other provided code related documents, as approved by the Jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the Jurisdiction. The Jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the Jurisdiction. (The State of Texas requires the design and installation of Underground Fire Sprinkler Supply Line plans to be performed by a Licensed Underground Fire Sprinkler Contractor.)

Fire Services Inspections

Commercial, Multi-Family and Single Family Fire Sprinkler System Inspection, Commercial Fire Alarm Inspection, Commercial Underground Fire Sprinkler System Inspection, Commercial Alternative Fire Extinguishing Systems (includes Kitchen Fire Suppression System, Clean Agent Systems, and CO2 Systems) Inspection, Commercial Above and Below Ground Fuel Storage Tank Inspection and Commercial Fire Certificate of Occupancy Inspection services shall be conducted as required by the Jurisdiction's Fire Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the

Jurisdiction is the final interpretive authority. (The State of Texas requires the design and installation of Underground Fire Sprinkler Supply Line plans to be performed by a Licensed Underground Fire Sprinkler Contractor.)

Annual Fire Safety Inspections

Annual Fire Safety Inspections will be conducted in accordance with the Jurisdiction's Fire Code for commercial establishments and public buildings subject to an annual operation permit.

Fire Code Plan Review Services and Inspection Services

Site and building Plan Review and Inspection services shall be conducted as required by the Jurisdiction's Fire Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority.

HEALTH SERVICES

BVNA will have an exclusive agreement with Client to ensure compliance with the provisions of the Jurisdiction's Adopted Food Establishment Ordinance. In absence of said ordinance, the provisions of Title 25 Texas Administrative Code Chapter 228, regarding the regulation of food establishments, known as the Texas Food Establishment Rules (TFER), will be enforced. The Texas Administrative Code (TAC), Standards for Public Pools and Spas, Chapter 265, Subchapter L will be enforced for public swimming pools and spas.

BVNA services include the following per permitted installation:

- Review plans for compliance with the applicable laws and rules required.
- Perform inspections to determine compliance with the applicable laws and rules required.
- Inspections will be performed by a Texas Registered Sanitarian
- Update or create the required Health forms.
- Web-based project tracking of Health permits.
- Provide written report of any deficiencies.
- Investigation of complaints on permitted facilities.

The Client will have final interpretive authority over all plans, specifications and inspections and is charged with the issuance of all permits and certificates of occupancy.

PUBLIC WORKS SERVICES

Upon receipt of written Notice to Proceed from Client, BVNA will provide Inspection services relative to Public Works Services as outlined below to verify conformance with approved plans, specifications and local ordinances provided by Client.

Inspections

Inspection services include, but are not limited to: making site observations, writing correction notices and field reports, attending meetings and answering inquiries in person or by telephone.

Plan Review

Plan Review services include but are not limited to: verification of plan compliance with adopted public works standards, attendance at pre-plan design meetings and follow up on design issues.

Technical Support

BVNA will be available for pre-construction or field site meetings and will provide field staff for observation purposes as needed.

PLANNING AND MAPPING SERVICES

Comprehensive Planning and Mapping services shall be provided as outlined below.

Base Mapping

- BV shall prepare a corporate area base map, which shall show at least the features (a) through (k) below:
    a) Highway and street rights-of-way;
    b) Highway designations and street names;
    c) All major drainage ways;
    d) Major bodies of water;
    e) Block and lot lines for all platted subdivisions as available;
    f) Property lines within unplatted subdivisions as available;
    g) The width of all major utility easements;
    h) Railroad rights-of-way;
    i) All subdivisions and their names;
    j) Corporate limits;
    k) Other major facilities or features to include but not necessarily limited to:
        1. Major park and recreation areas and facilities;
        2. Water Treatment plants;
        3. Sewage Treatment plants;
        4. Extraterritorial jurisdiction line, as appropriate; and
        5. Other significant features.

Housing Inventory, Analysis and Plan

- BV shall prepare a housing conditions inventory, analysis and plan.
- BV shall develop criteria to be used in the classification of building conditions and formulate definitions for each classification. As a minimum, the four following classifications shall be utilized within the study:
    a) Standard,
    b) Minor Deteriorating,
    c) Major Deteriorating, and
    d) Dilapidated.
- BV shall perform an assessment of the exterior of all residential buildings within the city to determine the physical condition of each building or structure. BV will record vacant and abandoned residential units as the assessment is being made.
- BV shall use the base map to create a Housing Conditions Map depicting all housing conditions as inventoried and showing all housing and its classification as defined by the developed criteria.
- BV shall conduct an analysis of housing data to determine problems and housing needs of the current and prospective population.
- BV shall prepare a goal(s) statement and annual housing related objectives. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement.
- BV shall identify future implementation actions and probable costs, both public and private, to be taken annually over the next three to five years. These activities shall result in the preparation of an overall program design for housing related activities.

Population

- BV shall compare census data of the locality from 1960 to present. BV will provide number of persons in each of the sex, race and Hispanic origin categories.
- BV shall determine existing population estimates of the locality by occupied dwelling units. A realistic assessment of the locality's existing population shall be made by reliable methods.
- BV shall estimate the locality's future population by five-year increments for the next fifteen to twenty years based on existing trends.
- BV will use the base map for illustrative purposes a Population Distribution Map showing the existing and projected population distribution for the planning period.

Land Use Inventory, Analysis and Plan

- BV shall assess and inspect each plot, tract and parcel of land within the project area to determine its use. The project area should include the city's extraterritorial jurisdiction (ETJ).
- BV shall use categories in classifying land uses shall include, as a minimum, the following:
    a) Vacant (vacant developed or vacant undeveloped);
    b) Agriculture (cultivated and range land - five or more acres);
    c) Residential (single family, two family, multi-family, manufactured and mobile homes);
    d) Commercial; (retail and services);
    e) Industrial; (light and heavy);
    f) Public and Semi-Public (schools, parks and public buildings); and
    g) Other such additional or subcategories as may be deemed necessary to accurately reflect the existing pattern of land areas.
- BV shall prepare a color-coded Existing Land Use Map of the corporate and ETJ area using the base map. Colors should conform to standard code.
- BV shall make a tabulation of the existing land uses to show:
    a) Total acreage by use;
    b) Percentage of acreage in each land use;
    c) Acres per 100 persons, or other standard for comparison purposes; and
    d) Developed and undeveloped land as a percent of the total land.
- BV will make an analysis of the community regarding past and potential developments and will report on factors affecting the development of land, such as those below:
    a) Occupied dwelling units;
    b) Existing land use;
    c) Thoroughfares
    d) Existing and anticipated population;
    e) Soil characteristics as related to developments;
    f) Adequacy of public utilities;
    g) Adequacy of public facilities;
    h) Storm drainage problem areas;
    i) Natural and man-made constraints.
- BV shall prepare a goal(s) statement and annual land use related objectives and, using the base map at, BV shall prepare a color-coded Future Land Use Map to illustrate the future physical development of the locality during the planning period.

B. Economic Development

1. Historic Development And General Characteristics

- Studies and plans being prepared under this contract should be coordinated with previously developed studies and plans, including any available with the appropriate state office, the regional planning council, etc.
- BV shall make a review and analysis of the factors which have contributed to the present development of the planning area to include the following:
- Development of the economy;
- Physical growth of the community;
- The relationship of the community to the region.

2. **Economic Base, “Barrier Analysis"**
   - BV will prepare an inventory of the social, economic, governmental, and industrial elements of the area's development and potential. The inventory shall, to the extent possible, examine the number of people employed in the retail trade, manufacturing, construction and government, the dollar volume of various local employers, and employee income levels. The inventory shall, as a minimum, include, but need not be limited to, the following, as available and appropriate:
     a) Retail facilities;
     b) Wholesale facilities;
     c) Service facilities;
     d) Financial facilities;
     e) Manufacturing facilities;
     f) The physical facilities and rates for the following utilities and communication services:
        1. Electric;
        2. Water;
        3. Natural gas;
        4. Sewage and garbage disposal;
     g) Transportation;
     h) Quantity, quality and availability of raw materials;
     i) Labor supply by sex, industry, and skills;
     j) Available industrial sites and buildings to include:
        1. Location;
        2. Utility connections;
        3. Transportation;
        4. Availability.
   - BV will determine to the extent possible the relationship of the elements inventoried to economic development potential.
   - A "barrier analysis" shall be prepared which rates the following cost factors and operating condition factors, as appropriate. The ratings shall be assigned based on a comparison with regional, state, and/or national standards.
     a) Cost Factors:
        1. Wage levels (g) Land/site costs
        2. Electricity costs (h) Local property taxes
        3. Fuel costs (i) Financing costs
        4. Water costs (j) State costs
        5. Sewer costs (k) Other(s), as appropriate
        6. Building costs

     b) Operating Condition Factors:
        1. Unskilled labor supply (k) Availability of air service
        2. Skilled labor (l) Vocational education facilities
        3. Productivity (m) Site availability
        4. Unionization (n) School facilities
        5. Labor-management relations (o) Medical services
        6. Electric power availability (p) Natural features, resources, geography, etc.
        7. Water and sewer availability (q) Others, such as, telecommunications,
        8. Gas availability aesthetics, community receptivity, laws,
        9. Common motor carrier service community organizations, debt, etc.
        10. Rail/freight service
     c) BV shall determine whether the city should use other standards and analysis tools in addition to those above to derive an alternative comparison.
     d) BV shall coordinate with community leaders and draw some conclusions as a result of the inventory and analysis required above; and,

e) Determine whether the pattern of economic growth should be altered.
f) BV shall suggest what type of policies and/or codes should be implemented to improve conditions for the encouragement of economic opportunities and local business expansion and attraction.

3. PLAN

- BV shall develop an economic development plan with goals and objectives. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement.
- The implementation strategy should focus on private and public investment and resources.
- The plan shall include graphics, if appropriate, and shall suggest a response to the inventory and analysis above and provide appropriate or possible:
  a) Public/private sector projects and their costs;
  b) Financing sources and incentives; and
  c) Changes to policies, codes and ordinances that could improve the economic climate.

C. Central Business District

1. Commercial Area Inventory

- BV shall make an assessment of the Central Business District (CBD) that should include its area of immediately adjacent influence to include but not necessarily limited to the following:
  a) The existing land use of the Central Business District;
  b) Street rights-of-way and pavement widths, where applicable;
  c) Locations and condition of sidewalks, curbs and gutters;
  d) On and off-street parking;
  e) Condition of buildings;
  f) Location of traffic controls by types; and
  g) Traffic volumes and turning movements for major streets, where available;
  h) Physical geographic features of the community that could have a positive or negative effect on the integrity of the CBD.
- BV shall show the above inventory on a symbol-coded map.
- BV shall prepare a drawing to show the relationship of the CBD to other supportive and competitive development within the community.

2. Analysis

- BV shall analyze the findings above and should determine:
  a) The Central Business District and its relationship to community development to determine if improvements or rearrangement of commercial facilities are needed;
  b) A ratio of existing and projected commercial acreage;
  c) A ratio of used and vacant commercial floor area in the central business district; and
  d) Other significant details and their impact on the vitality of the central business district as they become evident during the course of the study.

3. Central Business District Plan

- BV shall prepare a goal(s) statement and annual Central Business District related objectives.
- To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement.
- In relation to recognized problems, goals and objectives, BV shall prepare recommendations that could improve the aesthetic values and physical integrity of the Central Business District considering possible:
  a) Improvement to facades and alleyways;
  b) Pedestrian walkways;
  c) Landscape treatment of street medians, pedestrian ways and rest areas; and/or
  d) Removal of obsolete buildings and overhead utility lines.
- BV shall prepare a Central Business District Plan to graphically illustrate the redevelopment of the area in relation to the formulated goals and objectives. The Central Business District

- Plan map(s) shall, as a minimum include but not necessarily be limited to:
    a) Any necessary rearrangement of land uses to improve compatibility;
    b) Any necessary building relocation or reorientation in order to improve their usefulness; and
    c) On and off-street parking areas.
- BV shall present phased improvements, estimated costs and sources of funding.

D. Street System

1. Street Study

- BV shall make an inventory of the physical characteristics of the street system to record, but not necessarily be limited to the following:
    a) Rights-of-way widths, as available;
    b) Paving widths, types and condition of pavement;
    c) Curb and gutter and/or borrow (roadside) ditches;
    d) Other information concerning configuration, traffic flow, and street conditions, including possible impediments to traffic flow, particularly in an emergency situation, as appropriate and/or available.
- Data and information from the Texas Department of Transportation shall be used to the maximum extent feasible.
- Using the base map for illustrative purposes, BV shall prepare a Street Conditions Map showing the existing street system inventory.

2. Street System Analysis

- BV shall make an analysis of the street system and list and rank problems and should present possible alternative actions and costs in providing solutions.
- BV shall determine the adequacy of the system to meet existing and forecasted needs, including during emergency situations, and make recommendations for any needed improvements concerning configuration, traffic flow, and street conditions. Recommendation should prepare for contingencies, including planning evacuation routes.

3. Street Plan

- BV shall prepare a goal(s) statement and street-related objectives for the planning period and should include construction-related and policy–related recommendations regarding streets' improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
    a) Priorities;
    b) Estimated costs; and
    c) Sources of possible funding.
- Using the base map BV shall prepare a Future Street Conditions Map.
- The plan shall provide for the elimination of deficiencies and recommended improvements to meet forecasted needs. Improvements shall be in accordance with accepted municipal standards and shall be shown by phases.

E. Thoroughfare System

1. Inventory Of Major And Collector Streets

- BV shall prepare standards or criteria to determine the definition for major and collector streets and shall include the information in the narrative section of the study.
- BV shall conduct a study of major and collector streets to determine the present condition of these streets within the planning area. The study should include but not necessarily be limited to:
    a) Peak hour and average daily traffic counts, where available;
    b) Right-of-way widths;
    c) Paving widths, types and condition of pavement;
    d) Traffic control data;
    e) Parking restrictions;

f) Curb and gutter;
g) Origin and destination information, where available;
h) Land use and traffic generator information;
i) Truck routes; and,
j) Emergency routes.

- Information from prior studies, the county, Texas Department of Transportation and other available sources shall be used to the maximum extent feasible.
- Using the base map for illustrative purposes, BV shall prepare a Thoroughfare Conditions Map to show b. (1) through (9), above, as applicable.

2. Thoroughfare Analysis

- BV shall list and rank problems related to the thoroughfares system.
- To determine the size and quality of streets needed in the project area, an analysis shall be made for all major and collector streets, their locations, adequacy or inadequacy for existing and forecasted population, land uses, etc. As a minimum, the following should be considered, where appropriate:
  a) Texas Department of Transportation traffic counts, local traffic habits, and other factors;
  b) Circulation studies prepared previously; and
  c) Street standards approved by the locality and State.

3. Thoroughfare Plan

- BV shall prepare a goal(s) statement and thoroughfare system-related objectives for the planning period and should include construction-related and policy–related recommendations regarding thoroughfare system improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
  a) Priorities;
  b) Estimated costs; and
  c) Sources of possible funding.
- In relation to the analysis of existing and anticipated land use, school and park locations, travel habits, employment centers, traffic generators, traffic volumes; and in coordination with plans of the Texas Department of Transportation, and other available studies, BV shall prepare a plan for a system of thoroughfares, major and collector streets to meet the future circulation needs of the planning area.
- Using the base map at its contracted scale for illustrative purposes, BV shall show phased improvements on a Future Thoroughfares Map.
- BV will prepare sketch plans for improved channeling of traffic at intersections where problems exist or are anticipated during if needed.

F. Water System

1. Water System Inventory

- BV shall make a review of all prior studies and other available data on the existing water system.
- BV shall make an inventory of the physical characteristics of the system to include, but not necessarily be limited to the following:
  a) Location of lines, valves, fire hydrants, and line sizes;
  b) location and capacity of ground and elevated storage facilities;
  c) Location and capacity of wells and pumps;
  d) Location and capacity of water treatment facilities, as appropriate;
  e) Location and capacity of generators;
  f) Condition of system elements and other system data, as available.

- Using the base map for illustrative purposes, BV shall prepare a Water System Map showing existing facilities as specified in the inventory required above. Mapping shall show all facilities and illustrate the entire area that the facilities serve.
- BV shall report appropriate standards and criteria used to determine the water system needs and include them in the narrative section of the report, including the name of publications where standards can be found. Reference shall be made to the existing and required Drought Contingency and Water Conservation Plan.

2. Water System Analysis

- BV shall make an analysis of the water system and list and rank problems and should present possible alternative actions and costs in providing solutions, while particularly considering the water system's ability to provide reliable service, including fire protection within state standards during drought conditions. As a minimum, the following should be considered in determining problems connected with the water system:
    a) Water quality;
    b) Storage facilities;
    c) Availability of water; future needs;
    d) Water pressure;
    e) Water costs to city;
    f) Water cost to customers and review of current and
    g) Operation procedures.
- Distribution lines;
- Ability to function under disaster situations, such as, flood, fire, tornado, power outages, etc.
- BV shall determine the adequacy of the system to meet existing and forecasted needs.
- BV shall evaluate the local system's capability to provide water under drought and other disaster-related conditions and in regard to its drought contingency and water conservation plan and accepted conservation practices.
- BV shall evaluate the local system's capability to provide water, including during drought and other disaster-related conditions, and coordinate with the Regional Water Plan and the State Water Plan, where applicable.

3. Water System Plan

- BV shall prepare a goal(s) statement and water system-related objectives for the planning period and should include construction-related and policy–related recommendations regarding water system improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
    a) Priorities;
    b) Estimated costs; and
    c) Sources of possible funding.
- The studies and plans developed shall be in strict accord with criteria established by the Texas Commission on Environmental Quality (TCEQ), Texas Water Development Board (TWDB), and the Texas Department of Insurance.
- As much as is applicable, appropriate and possible during the contract period and in coordination with TCEQ, which requires drought management plans, BV shall include drought and conservation plans in its overall water system plan. The plans should also include consideration of water provision during other disaster situations, such as flood, fire, tornado, power outages, etc.
- Using the base map for illustrative purposes, BV shall illustrate the existing and proposed water system and findings on a Future Water System Map. Recommended improvements shall be shown by phases.

G. Wastewater System

1. Wastewater System Inventory

- BV shall make a review of all information regarding the existing wastewater system.
- BV shall make an inventory of the physical characteristics of the system to include, but not necessarily limited to the following:
    a) Location, condition, and size of lines as available;
    b) Location of manholes and cleanouts;
    c) Location and capacities of lift stations;
    d) Location and capacity of generators;
    e) Treatment facility and operation arrangement.
- Using the base map for illustrative purposes, BV shall prepare a Wastewater System Map showing the existing facilities in relation to topographic features.
- BV shall report standards or criteria used to determine wastewater system needs and include the criteria in the narrative section of the report with the name of the publication(s) where standards can be found.

2. Wastewater System Analysis

- BV shall list and rank problems related to the wastewater system and should present possible alternative actions and costs in providing solutions. As a minimum, the following should be considered in determining problems of the wastewater system:
    a) Infiltration;
    b) Industrial waste and special treatment facilities;
    c) Operational procedures;
    d) Unserved areas;
    e) Characteristics of the soil and terrain affecting collection treatment;
    f) Ability to function under disaster situations, (flood, fire, tornado, power outages, etc.).

3. Wastewater System Plan

- BV shall prepare a goal(s) statement and wastewater system-related objectives for the planning period and should include construction-related and policy–related recommendations regarding wastewater system improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
    a) Priorities;
    b) Estimated costs; and
    c) Sources of possible funding.
- Using the base map for illustrative purposes, BV shall prepare a Future Wastewater System Map illustrating phased improvements to the wastewater system in relation to the existing system and topographic features.
- Such prepared plan shall be done in accordance with criteria and standards established by the Texas Commission on Environmental Quality (TCEQ).

H. Storm Drainage System

1. Storm Drainage Inventory

- BV shall conduct an assessment of the project area for any existing storm drainage facilities and all natural drainage courses to include as a minimum:
    a) Location and condition of drainage ways;
    b) Location and condition of curb and gutter, borrow (roadside) ditches, culverts, and storm sewers;
    c) Location of 100 years flood hazard areas; and
    d) Identification of areas within the community where local flooding has occurred.
- Using the base map for illustrative purposes, BV shall prepare a Storm Drainage Map showing the existing facilities in relation to topographic features.

2. Storm Drainage Analysis

- BV shall list and rank problems related to storm drainage and should present possible alternative actions and costs in providing solutions.
- BV shall prepare an analysis of the existing drainage system for both natural and man-made facilities. Major and minor drainage areas and areas that have experienced flooding shall be delineated.
- Drainage characteristics of the areas shall be briefly described and analysis shall be made to determine methods of eliminating local flooding and eroding of local streets. Data, as available through the National Flood Insurance Program of the Federal Emergency Management Agency, shall be utilized to the fullest extent possible.

3. Storm Drainage Plan

- BV shall prepare a goal(s) statement and storm drainage-related objectives for the planning period and should include construction-related and policy–related recommendations regarding storm drainage improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
    a) Priorities;
    b) Estimated costs; and
    c) Sources of possible funding.
- Using the base map for illustrative purposes, BV shall prepare a Future Storm Drainage Map illustrating phased improvements related to storm drainage in relation to the existing conditions and topographic features.

I. Recreation And Open Space

1. Recreation And Open Space Inventory

- BV shall take an inventory of the community's existing parks, recreation facilities and open spaces to include but not necessarily be limited to the following:
    a) Location, type and use of public parks;
    b) Location and type of public recreation facilities, including public school facilities;
    c) Open spaces of all types including boulevards, parkways, floodplains, conservation areas, etc.
- BV shall identify the service area of the parks and recreational opportunities it provides.
- Review and report on recreational facilities and open spaces serving the community's population, but outside the municipality's jurisdiction.
- Review and report on major recreational facilities serving the community's population that are privately or semi-publicly owned and operated.

2. Recreation And Open Space Analysis

- In coordination with city officials, BV shall establish level of service standards and criteria for determining adequacy of existing parks, recreational facilities and open space and future requirements.
- BV shall utilize workshops, hearings and/or canvasses to maximize opportunities to solicit public input on needs and document the dates of the methods used.
- BV shall describe the legitimate method for assessing needs. Explain how public input was used to assess needs.
- In consonance with the recommended standards, BV shall make a study and analysis to determine the adequacy of the existing parks and recreational facilities to meet the needs of the present and forecasted population, considering population growth, and change in composition.
- BV shall prepare a listing and priority ranking of problems relating to recreation facilities and open spaces. Explain how priorities were determined.

3. Recreation Facilities And Open Space Plan

- In cooperation with municipal agencies, BV shall determine specific goals relating to recreation and open space requirements and prepare short and long-range (five and ten years') objectives to accomplish the stated goals.
- In relation of existing facilities, recognized problems, and in consonance with goals and objectives, BV shall prepare a parks and open space plan. The plan shall contain appropriate text and mapping and shall, as a minimum, include:
    a) Recommendations for improvements and expansion to existing facilities;
    b) Recommendations for the general location of new facilities;
    c) Recommendations for the development and protection of open space areas to include conservation areas and other areas endorsed with natural beauty; and
    d) Recommendations toward coordinating municipal programs and facilities with other overlapping services within the community, such as school facilities, etc.
    e) Population projections for the period of the plan and demographics on ethnicity, age, and income.
    f) The existing and proposed parks (and facilities, as appropriate), greenbelts and open spaces illustrated on the base map at its contracted scale.
- Recommended community improvements for the first five years shall be programmed and shall, as a minimum, include the following:
    a) Phasing of clear and measurable priorities;
    b) Timeline for completion;
    c) Estimated cost by project; and
    d) Possible sources of funding.

J. Capital Improvements Program

1. Financial Analysis

- BV shall make a financial analysis of the municipality to the extent possible to determine the municipality's approximate ability to finance present and future capital improvements. The study should include, but not be limited to the following:
    a) Past, present, and anticipated sources and amounts of income;
    b) Annual budgets;
    c) Operating costs;
    d) Direct and overlapping public debt;
    e) Outstanding municipal bonds and their schedule of retirement;
    f) Public improvements financing practices; and
    g) Recommended standards concerning debt limitations.

2. Capital Needs List

- Based on the previous studies, and all capital needs, BV shall prepare a capital needs list of projects by category with general priorities for improvements to be accomplished during the planning period through workshop meetings with local officials. BV shall classify the type of capital improvements according to guidelines, such as:
    a) Mandatory: Those which protect life or health.
    b) Necessary: Those which are important public services.
    c) Desirable: Those which replace obsolete facilities.
    d) Acceptable: Those which reduce operating costs.

3. Capital Improvements Program

- In consonance with the capital needs list and in coordination with the city's budget, BV shall prepare a schedule of projects recommended for the municipality for the first five (5) to six (6) years of the planning period. The schedule shall list projects by category together with estimated cost, sources of funds and year of construction.
- A map shall be prepared to show the projects by type and year of construction.

K. Subdivision Ordinance

1. Ordinance Development

- BV shall prepare technical material necessary for the drafting and/or updating of a subdivision ordinance that will best be adapted to direct the platting of land consistent with proposals of the previously prepared Land Use Plan.
- The technical material prepared shall be based on sound platting and planning principles and not be inconsistent with all applicable laws.

2. Ordinance Review

- Following development of the technical material and prior to adoption, BV shall seek counsel and advice from the city's attorney regarding the legal aspects and implications of subdivision controls.
- BV shall prepare the technical material for the subdivision ordinance in a form suitable for its adoption and submit it in report form to the Department as provided herein.

L. Zoning Ordinance

1. Ordinance Development

- BV shall prepare technical material necessary for the drafting of zoning ordinance that will best be adapted to direct the use of land consistent with proposals of the city's previously prepared Land Use Plan.
- Technical material on zoning shall be based on sound zoning principles and not be inconsistent with all applicable laws,
- Based on the Land Use Plan and other plans related to physical development of the municipality, BV shall have prepared a Zoning District Map using the base map.

2. Ordinance Review

- Following development of the technical material and prior to adoption, BV shall seek counsel and advice from the city's attorney regarding the legal aspects and implications of zoning.
- The technical material on zoning and the recommended zoning district map shall be prepared in report form suitable for adoption.

Current Planning Activities

Zoning Application and request reviews and analysis

- Property owner information within 200 feet of site application can be mapped and mailing labels provided.
- Public notice can be submitted to the newspaper of record for publication and necessary documentation for agenda item posting can be provided.
- Letters of notification with map can be mailed and site signage (By City) can be placed on the property 15 days prior to the Commission meeting date.
- Zoning Ordinance based upon owner request will be prepared. (Recommended ordinance wording can be provided).
- An analysis/staff report can be prepared for city from a planning perspective.
- Presentations for the Planning and Zoning Commission can be prepared and presented.
- Presentations for the City Council can be prepared and presented.
- Adjustments to the Comprehensive Plan and zoning map can be made if approved.

Site Plan Applications and request reviews and analysis*

- Review of application for general completeness for accepting site plan for review.*
- Review for compliance with appropriate general zoning district or planned development. A copy of the document to be reviewed will be red lined and a written report provided itemizing each deficiency noted and returned to city. If the city desires a direct line of communication with applicant can be facilitated.
- Review for compliance with landscape requirements.
- Review of circulation/fire lanes.
- An analysis/staff report can be prepared for city from a planning design perspective.

- Presentations for the Planning and Zoning Commission can be prepared and presented.
- Presentations for the City Council can be prepared and presented.

Preliminary Plat Applications and reviews

- Review of application for general completeness for accepting for review. ** Rejection letter if necessary to stop 30-day clock for automatic approval.
- Review for compliance with appropriate general zoning district or planned development guidelines. A copy of the document to be reviewed will be red lined and a written report provided itemizing each deficiency noted and returned to city. If the city desires a direct line of communication with applicant can be facilitated.
- An analysis/staff report can be prepared for city approval/denial recommendation.
- Presentations for the Planning and Zoning Commission can be prepared and presented.
- Presentations for the City Council can be prepared and presented.

Final Plat Applications and reviews

- Review of application for general completeness for accepting for review. ** Rejection letter if necessary to stop 30-day clock for automatic approval.
- Review of conformance to preliminary plat.
- Review for compliance with appropriate general zoning district or planned development guidelines. A copy of the document to be reviewed will be red lined and a written report provided itemizing each deficiency noted and returned to city. If the city desires a direct line of communication between applicant and BV can be facilitated.
- An analysis/staff report can be prepared for city approval/denial recommendation.
- Presentations for the Planning and Zoning Commission can be prepared and presented.
- Presentations for the City Council can be prepared and presented.

Base Map/Zoning Map Updating:

- Preparation of new digital base map.
- Updating existing base map.
- Updating or preparing zoning maps.

911 Addressing

- Development of a 911 addressing system (Digital base map to be provided by city or prepared by BV).
- Address all new developments

*Preliminary consultations can be provided to an applicant upon request to assist and guide them in the plan preparation process.

**If not available BV will develop checklists for each type of development to be used to check for minimum submittal requirements of an application.

ADA SERVICES

PHASE 1 ADA Services

Phase 1A: ADA Coordinator and Department Liaison Selection and Training

- **Scope:** Assist City with identifying an ADA Coordinator if not already done so. Work with appointed ADA Coordinator to identify ADA Liaisons, at a minimum, for all public facing departments (i.e. Permitting, Water Utility, Library, Parks & Rec., Police, Fire, etc…). Help ADA Coordinator develop training material for distribution to all ADA Liaisons. Also assist ADA Coordinator to develop a master schedule for quarterly, bi-annual or annual meetings between ADA Coordinator and ADA Liaisons (ADA Task Force).

Phase 1B: ADA Notice Development and Distribution

- **Scope:** Assist appointed ADA Coordinator with development of ADA Notice specific to the City represented. Ensure that all ADA notices are displayed at public facing and internal facing areas. Ensure that ADA notice is also placed on city website.

Phase 1C: ADA Grievance Procedure Development and Distribution

- **Scope:** Assist appointed ADA Coordinator with development of ADA Grievance Procedure. Develop complaint form and make complaint form accessible. Ensure that procedure includes ability for complainants to access and file complaints easily. Ensure that grievance procedure is available on city website and accessible.

Phase 1D: ADA Training at Staff Level Public Facing Departments

- **Scope:** Once ADA Coordinator and ADA Liaisons are identified, develop a training schedule to allow public facing department staff to attend ADA training. Assist ADA Coordinator with one training session. Assist with development of training materials.

PHASE 2 ADA Services

IMPORTANT: Sample of Tasks & Costs Only – Client Specific Tasks & Costs TBD

Phase 2A: ADA Self-Evaluation

- Scope:
  - **Task 1 – Project Management:** Bureau Veritas (BV) will maintain project records, budgets, and communication during the project duration. BV will provide weekly project update calls to assigned City staff (ADA Coordinator) to keep schedule current.
  - **Task 2 – Project Kickoff: Meet** with City staff to introduce the proposed project tasks, schedule, and method of prioritizing barrier removals. Coordinate with City staff to identify and collect necessary documents to support Self-evaluation process and facilities survey.
  - **Task 3 – Initiate Self-**evaluation**:**
    - **3A:** Meet with major public facing departments ADA Liaisons (Parks & Rec., Police, Fire, Codes & Permitting, Public Works, Library, Health) to begin review ordinances, policies, and procedures of programs, services, and activities.
    - **3B:** Provide instructions and handouts to ADA Liaisons and describe how they can perform reviews of item 3A and by what scheduled date the reviews are due back to BV for compiling.
    - **3C:** Work with ADA Liaisons to ensure they understand their responsibilities to update the final ADA Transition Plan in future years.
  - **Task 4 – Facilities** Survey**:**
    - **4A: Public buildings** – Survey three (3) City buildings (City Hall, Court House, and Library) to determine compliance and non-compliance with ADA regulations.
    - **4B: Public parking lots** – Survey three (3) public parking lots (City Hall, Court House, and Library) to determine compliance and non-compliance with ADA regulations.
    - **4C: City parks** – Survey up to three (3) city parks to review shelters, restrooms, sport courts, fields, pools, concession stands, playground equipment, pedestrian and bicycle trails.
    - **4D: Signalized** intersections – Survey up to fifteen (15) city owned and maintained signalized intersections. BV will evaluate curb ramps and sidewalks leading to each

intersection. Signage at each intersection will also be reviewed. Which intersections to survey depends on City staff input, traffic volumes, and adjacent land uses.

- **4E:** Sidewalks – Survey up to four (4) miles of City sidewalks, curb ramps, and path of travel along arterial roadways. Which City sidewalks, curb ramps, and path of travel to survey depends on City staff input, traffic volumes, pedestrian use, and adjacent land uses.

- **Task 5 – Survey Data Reporting:**
  - **5A:** BV will create a survey and cost reporting for each facility noted in Task 4. Each survey report will note compliance status with ADA and State standards and include the following:
    - Listing of facilities in compliance.
    - Listing of facilities not in compliance.
    - Recommended actions to resolve non-compliance elements.
    - Prioritize list of recommended actions based on agreed upon methodologies between BV and City staff.
    - Assign conceptual costs and budget based on prioritized list of recommended actions.
    - Provide photo log of each facility surveyed.
    - Provide listing of sidewalks, curb ramps, and signalized intersections data for compiling into City GIS system.
  - **5B:** Review City Boards and Commissions policies and procedures for compliance with ADA regulations.

Phase 2B: ADA Transition Plan

- Scope**:**
  - **Task 1** – Coordinate with ADA Coordinator on strategy for developing Transition Plan including review of City ordinances, design standards relating to sidewalks, curb ramps, Identify policies and procedures for compliance with ADA regulations.
  - **Task 2** – Develop **survey** process to assist ADA Coordinator with evaluating accessibility improvements identified in Phase 2A: ADA Self-evaluation. Utilize prioritization methodology developed within Phase 2A for recommended improvements.
  - **Task 3** – **Assist** ADA Coordinator in creating an implementation schedule for accessibility improvements. Prioritize improvements by facility type, severity, and cost estimates.
  - **Task 4** – **Review** and recommend exceptions and exemptions that may apply under ADA regulations such as historic significance, alteration affecting fundamental nature of programs, services, and activities, structural feasibility, and programs affected by financial and administrative burden.
  - **Task 5** – **Assist** ADA Coordinator with defining on-going budget needed to implement the Transition Plan and bring non-compliance elements into compliance. Help identify possible external funding sources if applicable.

Phase 2C: Public Participation, Outreach, and City Staff Training

- Scope**:** The Department of Justice requires public entities to engage with the public during the ADA Transition Plan development including appropriate consultation with individuals with disabilities.

- **Task 1 –** BV will **facilitate** one (1) public workshop for the City to review draft ADA Self-evaluation and ADA Transition Plan.
- **Task 2 –** BV will **prepare** outreach materials and prepare brief summary of the workshop and highlight actions items.
- **Task 3 –** Conduct ADA Coordinator and Liaisons training relating to disabilities etiquette, technologies, and procedures that can assist City staff in providing services to people with disabilities.

Phase 2D: Meetings, Presentation to Council, and Documentation

- Scope**:**
  - **Task 1 – Progress Meetings:** BV will conduct up to three (3) on-site meetings during the project period. Other meetings can be conducted by conference calls with ADA Coordinator and Liaisons.
  - **Task 2 – City Council Meeting:** BV will conduct one (1) meeting to introduce the project to Council and present the final ADA Self-evaluation and ADA Transition Plan.
  - **Task 3 – Summary Documents:** Provide meeting minutes after on-site meetings or conference calls to help guide ADA Coordinator and Liaisons.
  - **Task 4 – Draft ADA Self-evaluation and** ADA **Transition Plan:** Based on the ADA Self-evaluation process as detailed on Phase 2A, the documents will include the following:
    - **4A:** Executive summary describing the project purpose, process, and significant findings.
    - **4B:** Review of policies, procedures, and recommendations for improvement as noted in Phase 2A.
    - **4C:** A schedule that is developed in phases with cost estimates for the removal of accessibility barriers that cannot be resolved through changes to program or services by relocating, using auxiliary aides, or providing equivalent facilitation.
    - **4D:** BV will provide reproducible hard copies of the ADA Self-evaluation and ADA Transition Plan and electronic PDF format to the City ADA Coordinator for use and distribution.
  - **Task 5 – Final ADA Self-evaluation and ADA Transition Plan:** Following the review of the draft plans as noted in Task 5, BV will incorporate comments and prepare final plans for ADA Coordinator use and distribution.
  - **Task 6 – Final** Deliverables**:**
    - **6A:** Two (2) paper copies each of Draft ADA Self-evaluation and ADA Transition Plan.
    - **6B:** Two (2) paper copies of Final ADA Transition Plan and one (1) PDF copy including any appendices.
    - **6C:** One (1) electronic GIS copy of all field data compatible with City GIS system.

HYGIENE SAFETY EXCELLENCE

BVNA has launched a certification label based on health measures to accompany the resumption of activity in various industries, both private and public. The Hygiene Safety Excellence Certification program assists with reopening facilities and services. Our partnership with the Cleveland Clinic provides clear guidance and ensures confidence for both internal employees and the public as programs and services resume. This certification program includes the following five phases. All phases may be selected or individual phases may be selected to match the needs requiring assistance and BVNA will assist accordingly.

I. **CONSULTING:** Build a detailed Hygiene Safety Excellence (Guide) for prevention and safety.

II. **TRAINING AND COMMUNICATION:** Create and administer communication/training kits for good hygiene practices for all employees (optional collaboration initiatives between Client marketing and BV marketing to promote hygiene safety).

III. **INITIAL AUDIT:** Complete initial audit and reporting of hygiene protocols and operational requirements (optional surface testing if requested).

IV. **HYGIENE SAFETY EXCELLENCE LABEL:** Apply for Hygiene Safety Excellence Certification (and install Certification label).

V. **SURVEILLANCE:** Continue ongoing auditing and testing in order to comply with the Hygiene Safety Excellence (Guide).

ATTACHMENT B
FEE SCHEDULE

CONSTRUCTION CODE SERVICES

Fee Table 1 - Commercial and Multi-Family construction plan review

Valuation	Fee
$1.00 to $10,000.00	$50.00
$10,001.00 to $25,000.00	$70.69 for the first $10,000.00 plus $5.46 for each additional $1000.00
$25,001.00 to $50,000.00	$152.59 for the first $25,000.00 plus $3.94 for each additional $1000.00
$50,001.00 to $100,000.00	$251.09 for the first $50,000.00 plus $2.73 for each additional $1000.00
$100,001.00 to $500,000.00	$387.59 for the first $100,000.00 plus $2.19 for each additional $1000.00
$500,001.00 to $1,000,000.00	$1,263.59 for the first $500,000.00 plus $1.85 for each additional $1000.00
$1,000,001.00 and up	$2,188.59 for the first $1,000,000.00 plus $1.23 for each additional $1000.00

Fee Table 2 - Commercial and Multi-Family construction inspection

Valuation	Fee
$1.00 to $10,000.00	$76.92
$10,001.00 to $25,000.00	$108.75 for the first $10,000.00 plus $8.40 for each additional $1000.00
$25,001.00 to $50,000.00	$234.75 for the first $25,000.00 plus $6.06 for each additional $1000.00
$50,001.00 to $100,000.00	$386.25 for the first $50,000.00 plus $4.20 for each additional $1000.00
$100,001.00 to $500,000.00	$596.25 for the first $100,000.00 plus $3.36 for each additional $1000.00
$500,001.00 to $1,000,000.00	$1,940.25 for the first $500,000.00 plus $2.85 for each additional $1000.00
$1,000,001.00 and up	$3,365.25 for the first $1,000,000.00 plus $1.89 for each additional $1000.00

Fee Table 3 - Construction or Improvement of a Residential Dwelling

New Residential Construction	
Plan Review and Inspection Fee	
Square Footage (S.F.)	**Fee**
0 - 1,500 S.F.	$785.00
1,501 - 10,000 S.F.	$785.00 for the first 1,500 S.F. plus $0.35 for each additional S.F. to and including 10,000 S.F.
Over 10,000 S.F.	$3,760.00 for the first 10,000 S.F. plus $0.15 for each additional S.F. over 10,000 S.F.

Plan Review Only	
Plan Review Fee Only Per Dwelling Unit, a new plan for previously reviewed plan or Master Plan	$200.00 per Plan or per Address
Plan review fee when a permit has been issued for the dwelling and the construction plans are altered such that an additional plan review is required (excludes new plan)	$150.00 per Plan or per Address
Alterations / Additions / Improvements for Residential Construction	
Trade Permits	**Fee**
Building, Mechanical, Electrical, Plumbing, Fuel Gas and similar	$100.00 per trade
Other project types not listed above	$160.00 per trade
Miscellaneous residential projects such as, but not limited to, Accessory Structures, Fences, Pools, etc.	See Fee Table 2

∗ All fees billed upon issuance of the permit by the jurisdiction

Back-up inspections

∗ Backup inspections will be performed during times of inspector absence due to illness, vacation or training at the listed rates. All other project activity will utilize the tables above.

Single Family Residential	$76.92 per address/building
Commercial and non-Single Family Residential	$125.00 per address/building/unit

FIRE SERVICES

Single Family Residential Fire Services

Fire Code Plan Review Services	$175.00
Fire Code Inspection Services	$400.00

Fire Code Plan Review Services - Commercial and Multi-Family construction (Fire Alarm System & Fire Sprinkler System)

Valuation	Fee, Each System
Less than $6,250	$200.00
$6,250 to $250,000	$300.00
$251,000 to $500,000	$425.00
$501,000 to $1,000,000	$550.00
$1,001,000 to $3,000,000	$800.00
$3,001,000 to $6,000,000	$1,200.00
$6,000,000 and up	$1,200.00 plus $0.38 for each additional $1,000.00

Fire Code Inspection Services - Commercial and Multi-Family construction (Fire Alarm System & Fire Sprinkler System)

Valuation	Fee, Each System
Less than $6,250	$300.00
$6,250 to $250,000	$425.00

$251,000 to $500,000	$525.00
$501,000 to $1,000,000	$675.00
$1,001,000 to $3,000,000	$950.00
$3,001,000 to $6,000,000	$1,425.00
$6,000,000 and up	$1,425.00 plus $0.38 for each additional $1,000.00

Valuation is based on construction valuation for project

Fire Underground

Fire Code Plan Review	$200.00
Fire Code Plan Inspection	$250.00

Fire Extinguisher Suppression System

Per permit, one Inspection	$450.00
Each re-inspection	$100.00

Fire Certificate of Occupancy Inspections

Fire Certificate of Occupancy inspections	$150.00

Annual Fire Safety Inspections

Day Care, Foster Home, Commercial Business (each inspection and re-inspection per location)	$100.00
Nursing Home / Assisted Living / School (each inspection and re-inspection per location)	$250.00

Underground / Aboveground Fuel Storage Tanks

Fire Code Plan Review	$350.00
Fire Code Inspection	$450.00

Site Plan

Fire Code Plan Review	$250.00
Fire Code Plan Inspection	$250.00

The construction valuation is determined by the greater of the declared valuation of the project or the valuation calculated using the International Code Council Building Valuation Data table, first update of each calendar year.
Example:

Square Foot Construction Costs

Group (2018 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B Business	200.26	192.96	186.54	177.38	161.90	155.84	170.40	142.43	136.08

The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.
New Building

Group B occupancy
Type VB construction
10,000 square feet total building area
Declared construction valuation $1,200,000.
Calculated construction valuation - 10,000 square feet X $136.08 per square foot = $1,360,800.
The calculated construction valuation is greater than the declared construction valuation so $1,360,800 is used to calculate the Bureau Veritas fee for the project.

* Note: BVNA fees do not include any taxes, licensing or other fees imposed by governmental or outside agencies.

HEALTH SERVICES

PER INSPECTION ONLY:

Food Service Inspections - Per each inspection • Permanent Food Establishment Inspection • Mobile Food Vendor (Hot and Cold Truck) Inspection • Seasonal Vendor Inspection • Public Swimming Pool Inspection	$150.00
Temporary Event Inspection - Per each permit	$100.00
Complaint Investigation - Per each complaint	$150.00
Consultation outside of the aforementioned scope of services: Health Plan review, Health Final and CO inspections and/or for each re-inspection. ∗ Minimum one hour	$150.00 per hour

PUBLIC WORKS SERVICES

Public Works Plan Review Only	1.0% of the cost of construction
Public Works Inspection Only	2.5% of the cost of construction
Public Works Plan Review & Inspection	3.0% of the cost of construction
Temporary Back Up Inspection	$150/hour, minimum 4 hours.

PLANNING AND MAPPING SERVICES

Fixed Fees (Based on estimated population in $/1,000 people, minimum 5,000 people)

Comprehensive Planning and Mapping			
Item	**Elements**	**Cost / 100 people**	**Min. Hours**
1	Base Planning a. Base Map* b. Land Use c. Population d. Housing+D45	$2,000	67
2	Parks & Recreation	$750	25
3	Thoroughfare Plan	$750	25
4	Central Business District Planning	$1,250	42
5	Zoning Ordinance	(fixed fee) $6,500	43
6	Subdivision Ordinance	(fixed fee) $6,500	43
7	Streets Condition Study	$700	23
8	Water Study Distribution and Supply	$1,000	33

9	Wastewater Collection and Treatment	$1,000	33
10	Capital Improvement Plan	$300	10
11	Digital Map preparation*	$1,000	33
12	Citizen Participation	$1,250	42
As a minimum Item 1 and 12 must be included in any study except Item 11 which is a standalone element			
* Assume easy access to documents - additional research listed under additional services			

Hourly Fees

Available Planning Services	
Element	**Cost**
Site Plan Review	$150 per hour (1 hour minimum)
Site Plan Preparation	$150 per hour (1 hour minimum)
Zoning Application Review	$150 per hour (1 hour minimum)
SUP Application Review	$150 per hour (1 hour minimum)
Zoning Board of Adjustment Application Review	$150 per hour (1 hour minimum)
Sign Application Review	$150 per hour (1 hour minimum)
Zoning Case Ordinance Preparation	$150 per hour (1 hour minimum)
Plat Review - Planning Perspective	$150 per hour (1 hour minimum)
Public Hearing Notice map and ownership list (City Mails)	$150 per hour (1 hour minimum)
Zoning Map Updates	$150 per hour (1 hour minimum)
911 Address mapping (First Time)	$1,000 per person Min. 33 hours
911 Address mapping updates	$150 per hour (1 hour minimum)
City Council/Planning and Zoning Meeting	$225 per hour (1 hour minimum)
Contract Planning Director	$175 per hour (1 hour minimum)
Contract Planner	$150 per hour (1 hour minimum)
Contract work for Developer interests	$150 per hour (1 hour minimum)
Easement Acquisition Negotiator	$150 per hour (1 hour minimum)
Additional Services	$150 per hour (1 hour minimum)
* Assume easy access to documents - additional research listed under additional services	

Reimbursable Expenses ($150 per hour)

Reimbursable expenses shall include, but not be limited to, the following:

Mileage (Per current IRS rate)

Domestic Travel Per Diem (Per current GSA rate plus lodging)

Other Direct Project Expenses (at cost plus 15%) including:

- Printing, graphics, photography and reproduction
- Special shipping

ADA SERVICES

Grand Total for Phase 1 Scope of Work

Phase 2 Details	Number of Hours	Rate per Hour	Sub-total
1A – ADA Coordinator & Liaisons Selection & Training	40	$150.00	$6,000.00
1B – ADA Notice Development & Distribution	40	$150.00	$6,000.00
1C – ADA Grievance Procedure Development & Distribution	40	$150.00	$6,000.00
1D – ADA Training of City Staff of Public Facing Depts.	56	$150.00	$8,400.00
Grand Total:	**176 (1.5 wks)**		**$26,400.00**

Grand Total for Phase 2 Scope of Work

Phase 2 Details	Number of Hours	Rate per Hour	Sub-total
2A – ADA Self-evaluation	576	$150.00	$86,400.00
2B – ADA Transition Plan	96	$150.00	$14,400.00
2C – Public Participation, Outreach, and City Staff Training	40	$150.00	$6,000.00
2D – Meetings, Presentation to Council, and Documentation	168	$150.00	$25,200.00
Grand Total:	**880 (5.5 mos.)**		**$132,000.00**

Note that any additional services above and beyond the scope of work noted above will incur additional fees which BV can review and provide cost estimates to accommodate the City.

HYGIENE SAFETY EXCELLENCE

Service(s)	Related Protocol(s)	Fee(s)
Consulting – Hygiene Safety Excellence Protocol (Guide)	Client Specific (One-time fee)	$1,250 per man day
eLearning platform and sector specific modules	Client Specific	$15 per user, plus • One-time setup cost $500 • Optional custom portal per unique module / department function ($2,000)
Physical Audit	Client Specific	$1,450 ***estimate per Facility****
Surface Testing (optional)**	Client Specific	Pricing available for review
Certification	Client Specific	$195 ***estimate per Facility***

*The fee for a larger-sized building may be a higher fee than the estimated Fee shown in the Table. BVNA will propose a fee per facility.
**BVNA recommends 10 surface tests per property of random surfaces of service counters, etc.

TOWN OF
TROPHY CLUB

PURCHASE REQUISITION FORM

Requisition Number _____

Date : 10/1/2023

Department Facilities

Project# _____

Vendor (Name & Address)
CW Janitorial Services
553 Unbridled Lane
Keller, TX 76248

Delivery Address
1 Trophy Wood Drive
Trophy Club, TX 76262

Account Number	Description	Quantity	Unit Amount	Total Amount
01-710-65400	**Janitorial Services for Trophy Club Facilities**	12	3,500.00	$ 42,000.00
Co-op info:				
			Total	**$ 42,000.00**

Budgeted? (Must Circle One) Yes or No **Explanation (if not budgeted:)** _____

Comments: Three year contract awarded January 26, 2021. Contract expires January 26, 2024. Staff will receive bids and award new contract for remainder of FY24.

Community Development/ Facilities
Department Requestor:

Department Approval:

Finance:

Town Manager:

The Town of Trophy Club must have a completed Vendor Packet on file before a requisition can be accepted by the Finance Department.

CLEANING SERVICES AGREEMENT

THIS CLEANING SERVICES AGREEMENT (the "Agreement") dated this 29th day of CWJS, _____ BETWEEN:

Town of Trophy Club of 1 Trophy Wood Dr, Trophy Club, TX 76262, USA
(the "Client")

- AND -

CW Janitorial Services of 553 Unbridled Ln, Keller, TX 76248, USA
(the "Contractor").

BACKGROUND:

A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.

B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") consisting of:

- Cleaning Admin 3 times per week
- Cleaning Police and Fire 4 times per week
- Cleaning outside windows at Town Hall 1 time per month
- Cleaning carpet at Town Hall 2 times per year

2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until February 1, 2024, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties. This agreement may be terminated with 60 days written notice from either Party.

4. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages. The non-defaulting Party must give the defaulting party written notice of the default and 30 days to remedy.

Performance

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in US Dollars.

Compensation

7. For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor at the rate of $3,500.00 per month.

8. The Compensation will be payable on a monthly basis, while this Agreement is in force.

9. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.

Reimbursement of Expenses

10. The Contractor will be reimbursed from time to time for all reasonable and necessary expenses incurred by the Contractor in connection with providing the Services hereunder.

11. The Contractor will furnish vouchers to the Client for all such expenses.

Return of Property

12. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Capacity/Independent Contractor

13. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Notice

14. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

a. Town of Trophy Club
1 Trophy Wood Dr, Trophy Club, TX 76262, USA

b. CW Janitorial Services
553 Unbridled Ln, Keller, TX 76248, USA

or to such other address as any Party may from time to time notify the other.

Indemnification

15. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Insurance

16. The Contractor will be required to maintain general liability insurance including coverage for bodily injury and property damage at a level that would be considered reasonable in the industry of the Contractor based on the risk associated with the characteristics of this Agreement and only to the extent permitted by law. All insurance policies will remain materially unchanged for the duration of this Agreement.

Legal Expenses

17. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing Party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

Modification of Agreement

18. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

19. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

20. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

21. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

22. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

Titles/Headings

23. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

24. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

25. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of

Texas, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

26. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

27. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 26th day of January, 2021.

Town of Trophy Club

Per: _____ (Seal)

CW Janitorial Services

Per: _____ (Seal)

TOWN OF
TROPHY CLUB

PURCHASE REQUISITION FORM

Requisition Number _____

Date : 10/1/2023

Department IT

Vendor (Name & Address)
Forvis, LLP

Delivery Address
1 Trophy Wood Drive
Trophy Club, TX 76262

Project# _____

Account Number	Description	Quantity	Unit Amount	Total Amount
01-611-60200	**Annual Auditing Services**	1	54,800.00	$ 54,800.00
15-951-60200	**Annual Auditing Services**	1	5,000.00	$ 5,000.00
16-370-60200	**Annual Auditing Services**	1	4,000.00	$ 4,000.00
Co-op info:				
			Total	**$ 63,800.00**

Budgeted? (Must Circle One) (Yes) or No **Explanation (if not budgeted:)** _____

Comments: _____

April Duvall

Department Requestor:

Department Approval:

Finance:

Town Manager:

The Town of Trophy Club must have a completed Vendor Packet on file before a requisition can be accepted by the Finance Department.

FORVIS

14241 Dallas Parkway, Suite 1100 / Dallas, TX 75254
P 972.702.8262 / F 972.702.0673
forvis.com

August 9, 2023

Honorable Jeannette Tiffany, Mayor
Members of Town Council
Patrick Arata, Interim Town Manager
April Duvall, Director of Finance
Town of Trophy Club, Texas
1 Trophy Wood Drive
Trophy Club, Texas 76262

We appreciate your selection of **FORVIS, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you an **Unmatched Client Experience**.

In addition to the terms set forth in this contract, including the detailed **Scope of Services,** our engagement is governed by the following, incorporated fully by this reference:

- HIPAA Business Associate Agreement
- Terms and Conditions Addendum

Summary Scope of Services

As described in the attached **Scope of Services,** our services will include the following:

Tow of Trophy Club, Texas
- Audit Services for the year ended September 30, 2023

You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result.

You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management's objectives. All decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions.

We understand you have designated a management-level individual(s) to be responsible and accountable for overseeing the performance of nonattest services, and you have determined this individual is qualified to conduct such oversight.

FORVIS is a trademark of FORVIS, LLP, registration of which is pending with the U.S. Patent and Trademark Office.

PRAXITY
Empowering Business Globally

As required by Chapter 2271, Texas Government Code, we represent that we do not boycott Israel and will not boycott Israel through the term of this engagement. For purposes of this representation, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Engagement Fees

The fee for our services will be $48,800, which includes an administrative fee of five (5) percent to cover certain technology and administrative costs associated with our services. The fee above is based on testing one major program under the Uniform Guidance. Incremental fees for the testing of additional major programs, if applicable, will be billed at a cost of $7,500 per additional major program.

In addition, we have estimated the time, skill and resources required for assistance with the new standards discussed below to range between $5,000 and $15,000.

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. Payment of our invoices is due upon receipt. We will issue progress billings during the course of our engagement.

Our timely completion of services and the fees thereon depends on the assistance you provide us in accumulating information and responding to our inquiries. Inaccuracies or delays in providing this information or the responses may result in additional billings, untimely filings, or inability to meet other deadlines. Our fees do not contemplate the following transactions or activities during the period of this engagement:

- Change in accounting principles other than GASB 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*, and GASB 96, *Subscription-Based Information Technology Arrangements*
- Violation of covenants in debt arrangements
- Indications of fraudulent financial reporting or misappropriation of assets
- Quantitative impairment analysis of long-lived assets
- More than 1 major federal awards program

If there are changes in circumstances where these or other conditions become known and significant additional time is necessary or additional services are requested, we reserve the right to revise our fees.

Assistance with New Standards

Assistance and additional time as a result of the adoption of the following new standards are not included within our standard engagement fees. These fees will be based on time expended and will vary based on the level of assistance and procedures required.

Governmental Accounting Standards Board Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Arrangements* and Governmental Accounting Standards Board Statement No. 96, *Subscription-Based Information Technology Arrangements*, are effective for the Town's fiscal year 2023.

Statement No. 94 provides uniform guidance on accounting and financial reporting for public-private and public-public partnership arrangements (PPPs) and availability payment arrangements (APAs). As used in this Statement, a PPP is an arrangement in which a government (the transferor) contracts with an operator (a governmental or nongovernmental entity) to provide public services by conveying control of the right to operate or use an infrastructure or other nonfinancial asset (the underlying PPP asset) for a period of time in an exchange or exchange-like transaction. Statement 94 also addresses APAs, which are arrangements where a government compensates an operator for services that may include designing, constructing, financing, maintaining, or operating an underlying infrastructure or other nonfinancial asset for a period of time in an exchange or exchange-like transaction. This statement requires governments to report assets and liabilities related to PPPs consistently and disclose information about PPP transactions.

Statement No. 96 addresses the accounting for the costs related to cloud computing agreements. Under this Statement, a government reports a subscription asset and subscription liability for agreements meeting the definition of a subscription-based information technology arrangement (SBITA) and to disclose essential information about the arrangement.

We can assist you with the adoption by providing services which may include, but are not limited to:

- Assessing your readiness by assisting with the evaluation of your:
  - Current controls and policies
  - Current internal resources and system capabilities
- Assisting with changes required to adopt Statement No. 94 and 96, including:
  - Assisting with information gathering to develop an inventory of all PPP and APA agreements, service contracts, and other arrangements that may contain right-to-use IT assets
  - Recommending enhancements to existing controls and policies or suggesting new controls and policies to address Statement No. 94 and 96
  - Documenting any changes from your previous IT subscription recognition and reporting methods
  - Assistance with the required journal entries and calculations to implement GASB 94 and 96
  - Drafting the required disclosures

The time it will take to perform the above assistance and our additional audit procedures relating to the adoption of the Statements, and any time to assist you with the adoption, may be minimized to the extent your personnel will be available to provide timely and accurate documentation and information as requested by us.

Contract Agreement

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

FORVIS, LLP

FORVIS, LLP

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services, HIPAA Business Associate Agreement,** and **Terms and Conditions Addendum**, on behalf of the **Town of Trophy Club, Texas.**

BY _____
Patrick Arata, Interim Town Manager

DATE 9/15/23

BY _____
April Duvall, Director of Finance

DATE 9/15/23

Scope of Services – Audit Services

We will audit the governmental activities, the business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information and related disclosures, which collectively comprise the basic financial statements for the following entity:

Town of Trophy Club, Texas as of and for the year ended September 30, 2023

The audit has the following broad objectives:

- Obtaining reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error
- Expressing opinions on the financial statements
- Issuing a report on your internal control over financial reporting and compliance and other matters based on the audit of your financial statements in accordance with *Government Auditing Standards*
- Expressing an opinion on your compliance with the types of compliance requirements described in the OMB *Compliance Supplement* that could have a direct and material effect to each of your major federal award programs in accordance with the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), if required
- Issuing a report on your internal control over compliance in accordance with the Uniform Guidance, if required
- Issuing a report on your schedule of expenditures of federal awards, if required

You have informed us that the audited financial statements are expected to be presented along with management's annual comprehensive financial report. Management is responsible for the other information (introductory and statistical sections) included in the annual comprehensive financial report. The other information comprises the annual comprehensive financial report but does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements will not cover the other information, and we will not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or whether the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

We will also express an opinion on whether the combining and individual fund financial statements, budget and actual schedules, financial statements of the discretely presented component units, and, if applicable, the schedule of expenditures of federal awards ("supplementary information") is fairly stated, in all material respects, in relation to the financial statements as a whole.

If necessary, we will complete the auditee portion of the Form SF-SAC (Data Collection Form) through the Federal Audit Clearinghouse. We will not make the submission on your behalf. You will review a draft(s) of the submission prior to transmission and agree that you are solely responsible for approving the final draft for transmission as well as for the auditee submission and certification.

We will also provide you with the following nonattest services:

- Preparing lease schedules based on your assignment of lease asset lives and methods, if requested
- Preparing a draft of the financial statements and related notes

- Proposing for your review and approval the adjusting entries to convert your modified accrual statements to accrual-basis accounting records. Management is responsible for the propriety of the accrual adjustments
- Proposing for your review and approval the year-end entries related to Governmental Accounting Standards Board Statements 68, 75, 87, 94, and 96. Management is responsible for the proprietary of the entries
- Preparing a draft of the supplementary information, including the schedule of expenditures of federal awards

You agree to assume all management responsibilities and to oversee the nonattest services we will provide by designating an individual possessing suitable skill, knowledge, and/or experience. You acknowledge that nonattest services are not covered under *Government Auditing Standards*. You are responsible for:

- Making all management decisions and performing all management functions
- Evaluating the adequacy and results of the services performed
- Accepting responsibility for the results of such services
- Designing, implementing, and maintaining internal controls, including monitoring ongoing activities

Lauren Berry, Senior Manager, is responsible for supervising the engagement and authorizing the signing of the report or reports.

We will issue written reports upon completion of our audits, addressed to the following parties:

Entity Name	**Party Name**
Town of Trophy Club, Texas	The Honorable Mayor and Members of the Town Council

You are responsible to distribute our reports to other officials who have legal oversight authority or those responsible for acting on audit findings and recommendations, and to others authorized to receive such reports.

The following apply for the audit services described above:

Our Responsibilities

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States and the Uniform Guidance. Those standards require that we plan and perform:

- The audit of the financial statements to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error
- The audit of compliance to obtain reasonable rather than absolute assurance about whether the entity complied with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on each major federal award program

We will exercise professional judgment and maintain professional skepticism throughout the audit.

We will identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

We will obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We will also conclude, based on audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

We will identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the entity's compliance with compliance requirements subject to audit and performing such other procedures as the auditor considers necessary in the circumstances.

We will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that the auditor identified during the audit.

Limitations & Fraud

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit that is planned and conducted in accordance with GAAS will always detect a material misstatement or material noncompliance with federal award programs when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if, there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

The risk of not detecting a material misstatement or material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the

report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

Our understanding of internal control is not for the purpose of expressing an opinion on the effectiveness of your internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate contract to be signed by you and FORVIS.

Opinion

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter paragraph or other-matter paragraph(s) to our auditor's report, or if necessary, decline to express an opinion or withdraw from the engagement.

If we discover conditions that may prohibit us from issuing a standard report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

Your Responsibilities

Management and, if applicable, those charged with governance acknowledge and understand their responsibility for the accuracy and completeness of all information provided and for the following:

- **Audit Support** – to provide us with:
  - Unrestricted access to persons within the entity or within components of the entity (including management and those charged with governance) from whom we determine it necessary to obtain audit evidence
  - Information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including access to information relevant to disclosures
  - Information about events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements
  - Information about any known or suspected fraud affecting the entity involving management, employees with significant role in internal control, and others where fraud could have a material effect on the financials
  - Identification and provision of report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented
  - Additional information that we may request for the purpose of the audit

- **Internal Control and Compliance** – for the:
  - Design, implementation, and maintenance of internal control relevant to compliance with laws and regulations and the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error

- Alignment of internal control to ensure that appropriate goals and objectives are met; that management and financial information is reliable and properly reported; and that compliance with and identification of the laws, regulations, contracts, grants, or agreements (including any federal award programs) applicable to the entity's activities is achieved
- Remedy, through timely and appropriate steps, of fraud and noncompliance with provisions of laws, regulations, contracts, or other agreements reported by the auditor
- Establishment and maintenance of processes to track the status and address findings and recommendations of auditors

- **Accounting and Reporting** – for the:
  - Maintenance of adequate records, selection and application of accounting principles, and the safeguard of assets
  - Adjustment of the financial statements to correct material misstatements and confirmation to us in the representation letter that the effects of any uncorrected misstatements aggregated by us are immaterial, both individually and in the aggregate, to the financial statements taken as a whole
  - Preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America
  - Inclusion of the auditors' report in any document containing financial statements that indicates that such financial statements have been audited by us
  - Distribution of audit reports to any necessary parties

The results of our tests of compliance and internal control over financial reporting performed in connection with our audit of the financial statements may not fully meet the reasonable needs of report users. Management is responsible for obtaining audits, examinations, agreed-upon procedures, or other engagements that satisfy relevant legal, regulatory, or contractual requirements or fully meet other reasonable user needs.

Required Supplementary Information

Accounting principles generally accepted in the United States of America provide for certain required supplementary information ("RSI") to accompany the basic financial statements. We understand the following RSI will accompany the basic financial statements:

1. Management's Discussion and Analysis ("MD&A")
2. Budgetary comparison
3. Pension and Other Postemployment Benefit information

Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

Management is responsible for the fair presentation of the RSI. As part of our engagement, we will apply certain limited procedures to the RSI in GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with

management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements.

We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

With regard to any supplementary information that we are engaged to report on:

- Management is responsible for its preparation in accordance with applicable criteria
- Management will provide certain written representations regarding the supplementary information at the conclusion of our engagement
- Management will include our report on this supplementary information in any document that contains this supplementary information and indicates we have reported on the supplementary information
- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements

Such information is:

- Presented for the purpose of additional analysis of the financial statements
- Not a required part of the financial statements
- The responsibility of management
- Subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS

Written Confirmations Required

As part of our audit process, we will request from management and, if applicable, those charged with governance written confirmation acknowledging certain responsibilities outlined in this contract and confirming:

- The availability of this information
- Certain representations made during the audit for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

Peer Review Report

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract, upon request. If you would like a copy, please request from your engagement executive.

HIPAA Business Associate Agreement

This Business Associate Agreement ("BAA") is entered into by and between **FORVIS, LLP** (hereinafter referred to as "Business Associate") and the Town of Trophy Club, Texas (hereinafter referred to as "Covered Entity").

RECITALS

Business Associate provides services to Covered Entity under this contract (the "Contract"), and Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of such Contract, some of which may constitute Protected Health Information ("PHI").
The purpose of this BAA is to comply with all applicable federal and state laws governing the privacy of PHI. As used herein, the Privacy Rule and the Security Rule are each deemed to include the amendments thereto, collectively referred to as "HIPAA/HITECH Final Omnibus Rule," that are included in the:

- Modifications to the *Health Insurance Portability and Accountability Act of 1996* ("HIPAA") Privacy, Security, Enforcement, and Breach Notification Rules Under the *Health Information Technology for Economic and Clinical Health Act* (the "HITECH Act") and the Genetic Information Nondiscrimination Act
- Other Modifications to the HIPAA Rules
- Final Rule (the "Omnibus Rule"), 78 Fed. Reg. 5565

Notwithstanding the terms of this or any other agreement between Covered Entity and Business Associate, Business Associate shall comply with all of its statutory and regulatory obligations stated under the HIPAA/HITECH Final Omnibus Rule. The terms stated herein shall have the same definitions as provided in HIPAA.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

1. **Permitted Uses and Disclosures.** Except as described in the enumerated subparagraphs below, Business Associate shall not use or disclose PHI received from Covered Entity or created on behalf of Covered Entity. Exceptions:

   1.1. As reasonably necessary to provide the services in the Contract;

   1.2. As otherwise permitted or required by this BAA;

   1.3. As required by law; and

   1.4. For the proper management and administration of Business Associate's business and to disclose PHI in connection with such management and administration, and to carry out the legal responsibilities of the Business Associate, provided Business Associate obtains reasonable assurances from the recipient that the PHI shall be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the recipient, and Business Associate requires the recipient to notify it of any instances of which it is aware in which the confidentiality of the PHI has been breached.

2. **Safeguards.** Business Associate shall not use or disclose PHI other than as permitted or required by the BAA or as required by law.

   2.1. Business Associate shall establish and maintain appropriate safeguards and shall comply with the Security Rule with respect to electronic PHI ("ePHI") to prevent the use or disclosure of such ePHI other than as provided for by the Contract including this BAA.

   2.2. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

3. **Subcontracts.** In accordance with the requirements of the Privacy Rule and the Security Rule, Business Associate shall ensure any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

4. **Obligations of Covered Entity.** Covered Entity shall obtain any consent or authorization that may be required by HIPAA, or applicable state law, prior to furnishing Business Associate with PHI, including ePHI. Covered Entity shall notify Business Associate of:

   4.1. Any limitation(s) in the Covered Entity's notice of privacy practices under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI;

   4.2. Any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and

   4.3. Any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

   Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity. Covered Entity shall provide to Business Associate only the minimum PHI necessary to perform the services set forth in a Contract.

5. **Reporting, Notification, and Mitigation.**

   5.1. Reporting. Business Associate shall notify Covered Entity of any use or disclosure of PHI not provided for by the BAA of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware, provided that with respect to Unsuccessful Security Incidents (as

defined below), Business Associate shall report to Covered Entity any such Unsuccessful Security Incidents that are material to the protection of Covered Entity's PHI. For purposes of this Business Associate Agreement, the term "Unsuccessful Security Incident" shall mean any security incident that does not result in any unauthorized access, use, disclosure, modification, or destruction of ePHI or any interference with system operations in Business Associate's information system.

5.2. Notification. To assist Covered Entity in fulfilling its responsibility to notify individuals and others of a breach involving Unsecured PHI as required by HIPAA and applicable state law, the notification shall include, to the greatest extent reasonably possible:

i. Each individual whose unsecured PHI was subject to the breach; and

ii. Any other available information Covered Entity is required to include in its legally required notification to individual(s) or others.

5.3. Mitigation. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.

6. **Term and Termination.**

6.1. Term. The Term of this BAA shall be effective as of the last date signed and shall terminate without any further action of the parties upon the expiration or termination of the Contract or on the date Covered Entity terminates for cause as authorized in paragraph 6.2 of this section, whichever is sooner.

6.2. Termination for Cause. Covered Entity may terminate this BAA if Business Associate has violated a material term of the BAA and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

6.3. Obligations of Business Associate Upon Termination. Upon termination of this BAA for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

i. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

ii. Return to Covered Entity or destroy the remaining PHI that the Business Associate still maintains in any form;

iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to ePHI to prevent use or disclosure of the PHI, other than as provided for in this section, for as long as Business Associate retains the PHI;

iv. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set forth in this BAA which applied prior to termination; and

v. Return to Covered Entity or destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

6.4. Survival. The obligations of Business Associate under this section shall survive the termination of this BAA.

7. **Designated Record Set.** To the extent Business Associate maintains PHI in a Designated Record Set, Business Associate shall:

7.1. Make available PHI in a Designated Record Set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524; and

7.2. Incorporate any amendments or corrections to PHI at the request of Covered Entity in accordance with 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526.

8. **Accounting of Disclosures.** Business Associate shall maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528.

9. **Access to Records.** Business Associate shall make its internal practices, books, and records available to the Secretary of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

10. **Insurance.** Business Associate shall maintain insurance coverage in form and amount necessary to cover data loss and/or damage or the unauthorized disclosure and/or fraudulent use of data. Upon request, Business Associate shall provide Covered Entity with a certificate of insurance evidencing the coverage.

11. **Privilege.** No statutory or common law privilege, including privileges established or recognized by the attorney-client, accountant-client, or other legal privilege, shall be deemed to have been waived by virtue of this BAA.

12. **No Third-Party Beneficiaries.** Nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this BAA.

13. **Integration.** Any reference in this Agreement to a section of the HIPAA/HITECH Final Omnibus Rule, and applicable regulations, means the section as in effect as amended and for which compliance is required.

14. **General.** This BAA is governed by, and shall be construed in accordance with, the laws of the State of Texas. If any part of a provision of this BAA is found illegal or unenforceable, it shall be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this BAA shall not be affected. This BAA may be modified, or any rights under it waived, only by a written document executed by the authorized representatives of both parties.

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FORVIS, LLP Terms and Conditions Addendum

GENERAL

1. **Overview.** This addendum describes **FORVIS LLP's** standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and FORVIS, LLP. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to FORVIS, LLP ("FORVIS"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services and the party or parties ultimately responsible for payment of Our fees and costs.

BILLING, PAYMENT, & TERMINATION

2. **Billing and Payment Terms.** We will bill You for Our professional fees and costs as outlined in Our contract. Unless otherwise provided in Our contract, payment is due upon receipt of Our billing statement. Interest will be charged on any unpaid balance after 30 days at the rate of 10 percent per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10 percent. All fees, charges, and other amounts payable to FORVIS hereunder do not include any sales, use, excise, value-added, or other applicable taxes, tariffs, or duties, payment of which shall be Your sole responsibility, and do not include any applicable taxes based on FORVIS' net income or taxes arising from the employment or independent contractor relationship between FORVIS and FORVIS' personnel.

   We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.
   Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

3. **Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four (4) years after the furnishing of these services. This contract allows access to contracts of a similar nature between subcontractors and related organizations of the subcontractor, and to their books, documents, and records.

4. **Termination.** Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay FORVIS for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with Our services. Unless terminated sooner in accordance with its terms, this engagement shall terminate upon the completion of FORVIS' services hereunder.

DISPUTES & DISCLAIMERS

5. **Mediation.** Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The mediator will be selected by agreement of the parties. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.

6. **Indemnification.** Unless disallowed by law or applicable professional standards, You agree to hold FORVIS harmless from any and all claims which arise from knowing misrepresentations to FORVIS, or the intentional withholding or concealment of information from FORVIS by Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. You also agree to indemnify FORVIS for any claims made against FORVIS by third parties, which arise from any wrongful actions of Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. The provisions of this paragraph shall apply regardless of the nature of the claim.

7. **Statute of Limitations.** You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than one (1) year from the date of delivery of the work product to You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether FORVIS performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of FORVIS in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.

8. **Limitation of Liability.** You agree that FORVIS' liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the intentional or willful misconduct of FORVIS or if enforcement of this provision is disallowed by applicable law or professional standards.

9. **Waiver of Certain Damages.** In no event shall FORVIS be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.

10. **Choice of Law.** You acknowledge and agree that any dispute arising out of or related to this contract shall be governed by the laws of the State of Texas, without regard to its conflict of laws principles.

11. **WAIVER OF JURY TRIAL. THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE PARTIES, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**

12. **Severability.** In the event that any term or provision of this agreement shall be held to be invalid, void, or unenforceable, then the remainder of this agreement shall not be affected, and each such term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

13. **Assignment.** You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.

14. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice.

RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

15. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that FORVIS has no responsibility to maintain this information. You agree You will not rely on FORVIS to provide hosting, electronic security, or backup services, *e.g.*, business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from FORVIS' servers, *i.e.*, FORVIS portals used to exchange information, can be terminated at any time and You will not rely on using this to host Your data and records.

16. **FORVIS Workpapers.** Our workpapers and documentation retained in any form of media for this engagement are the property of FORVIS. We can be compelled to provide information under legal process. In addition, We may be requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, FORVIS will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information.

17. **Subpoenas or Other Legal Process.** In the event FORVIS is required to respond to any such subpoena, court order, or any government regulatory inquiry or other legal process relating to You or Your management for the production of documents and/or testimony relative to information We obtained or prepared incident to this or any other engagement in a matter in which FORVIS is not a party, You shall compensate FORVIS for all time We expend in connection with such response at normal and customary hourly rates and to reimburse Us for all out-of-pocket expenses incurred in regard to such response.

18. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us for internal use or for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.

    Our report on any financial statements must be associated only with the financial statements that were the subject of Our engagement. You may make copies of Our report, but only if the entire financial statements (exactly as attached to Our report, including related footnotes) and any supplementary information, as appropriate, are reproduced and distributed with Our report. You agree not to reproduce or associate Our report with any other financial statements, or portions thereof, that are not the subject of Our engagement.

19. **Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for Your use shall belong to Us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which We make available to You are confidential and proprietary to Us. Neither You, nor any of Your agents, will copy, electronically store, reproduce, or make any such documents available to anyone other than Your personnel. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

REGULATORY

20. **U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be prohibited by or impair Our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.

21. **Offering Document.** You may wish to include Our report(s) on financial statements in an exempt offering document. You agree that any report, including any auditor's report, or reference to Our firm, will not be included in any such offering document without notifying Us. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor's report in the exempt offering document, will be a separate engagement.

    Any exempt offering document issued by You with which We are not involved will clearly indicate that We are not involved by including a disclosure such as, "FORVIS, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. FORVIS, LLP also has not performed any procedures relating to this offering document."

22. **FORVIS Not a Municipal Advisor.** FORVIS is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, FORVIS is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or material provided by FORVIS.

23. **FORVIS Not a Fiduciary.** In providing Our attest services, We are required by law and our professional standards to maintain our independence from You. We take this mandate very seriously and thus guard against impermissible relationships which may impair the very independence which You and the users of Our report require. As such, You should not place upon Us special confidence that in the performance of Our attest services We will act solely in Your interest. Therefore, You acknowledge and agree We are not in a fiduciary relationship with You and We have no fiduciary responsibilities to You in the performance of Our services described herein.

TECHNOLOGY

24. **Electronic Sites.** You agree to notify Us if You desire to place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that We have no responsibility to review information contained in electronic sites.

25. **Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.

26. **Electronic Data Communication and Storage.** In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards.

    You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Us. You consent to Our use of these electronic devices and applications during this engagement.

OTHER MATTERS

27. **Cooperation.** You agree to cooperate with FORVIS in the performance of FORVIS' services to You, including the provision to FORVIS of reasonable facilities and timely access to Your data, information, and personnel. You shall be responsible for the performance of Your employees and agents.

28. **Third-Party Service Providers.** FORVIS may from time to time utilize third-party service providers, including but not limited to domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. FORVIS maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, FORVIS will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to FORVIS sharing Your confidential information with the third-party service provider.

29. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to You. Decisions regarding management of Your business remain the responsibility of Your personnel at all times. Neither You nor FORVIS shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

30. **Use of FORVIS Name.** Any time You intend to reference FORVIS' firm name in any manner in any published materials, including on an electronic site, You agree to provide Us with draft materials for review and approval before publishing or posting such information.

31. **Praxity.** FORVIS is an independent accounting firm allowed to use the name "Praxity" in relation to its practice. FORVIS is not connected, however, by ownership with any other firm using the name "Praxity." FORVIS will be solely responsible for all work carried out on Your behalf. In deciding to engage FORVIS, You acknowledge that We have not represented to You that any other firm using the name "Praxity" will in any way be responsible for Our work.

32. **Entire Agreement.** The contract, including this Terms and Conditions Addendum and any other attachments or addenda, encompasses the entire agreement between You and FORVIS and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and FORVIS.

33. **Force Majeure.** We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstances beyond Our control, including, without limitation, fire or other casualty, act of God, act of terrorism, strike or labor dispute, war or other violence, explosion, flood or other natural catastrophe, epidemic or pandemic, or any law, order, or requirement of any governmental agency or authority affecting either party, including without limitation orders incident to any such epidemic or pandemic, lockdown orders, stay-at-home orders, and curfews.

Amendment to Agreement for Services Between the Town of Trophy Club and Forvis, LLP

This Amendment to Agreement for Services (the "Amendment") is attached to and hereby made a part of the Agreement for Services (the "Agreement") and the "FORVIS, LLP Terms and Conditions Addendum" (the "Addendum") dated August 9, 2023 (collectively referred to as the "Binding Terms") between the Town of Trophy Club, a Texas home-rule municipal corporation located in Denton County, Texas ("Town" or "Customer"), and Forvis, LLP ("Forvis").

1. Texas Public Information Act. Notwithstanding any other provision to the contrary in the Binding Terms, all information, documents, and communications relating to the Binding Terms may be subject to the Texas Public Information Act ("Act") and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Act.

2. Indemnity by Town. Customer is a Texas home-rule municipality operating in the exercise of its governmental functions. Accordingly, any and all provisions, terms, or conditions in the Binding Terms requiring Customer to defend or indemnify Forvis or any third-party from any and all costs, liabilities, penalties, sanctions, fines, or any other claims whatsoever, are void and of no effect to the extent they may obligate the Town to create an unconstitutional debt, and shall be construed as against public policy in accordance with the Texas Constitution and the laws of the State of Texas. Customer shall not be required to fund any obligations under the Binding Terms by the creation of a sinking fund.

3. Gift to Public Servant. Customer may terminate the Binding Terms immediately if Forvis has offered, or agreed to confer any benefit upon a Town employee or official that the Town employee or official is prohibited by law from accepting.

4. Venue. The obligations of the parties to the Binding Terms shall be performable in Denton County, Texas, and if legal action is necessary in connection with or to enforce rights under the Binding Terms, exclusive venue shall lie in Denton County, Texas.

5. Governmental Function(s) and Immunity.

A. Immunity retained. The Customer and Forvis hereby acknowledge and agree that Customer is entering into the Agreement in the performance of and pursuant to its governmental functions for the health, safety, and welfare of the citizens of the Town, the general public, and the State of Texas, and nothing contained in the Binding Terms shall be construed as constituting a waiver of the Customer's governmental immunity from suit or liability, which is expressly reserved to the fullest extent allowed by law.

B. Limited Waiver of Immunity. Notwithstanding any other provision to the contrary in the Binding Terms, the Customer and Forvis hereby acknowledge and agree that to the extent the Binding Terms are subject to the provisions of Subchapter I of Chapter 271, Texas Local Gov't Code, as amended, the Customer's immunity from suit is waived only as set forth in Subchapter I of Chapter 271, Texas Local Gov't Code.

C. Rights Retained. The Town expressly reserves its legislative and municipal police power in accordance with the laws of the state of Texas. Any provision, term, or condition in the Binding Terms requiring the Town to waive its rights under the Texas or Federal Constitution, or under any foreign law(s), or requiring waiver of jury trial, limitation on statute of limitations, or settlement of claims through binding mediation or arbitration are void and shall be given no effect.

6. Attorney's Fees. The parties expressly covenant and agree that in the event of any litigation arising between the parties relating to the Binding Terms, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorneys' fees regardless of the outcome of the litigation.

7. Controlling Document. In the event any term, condition, or provision of this Amendment conflicts with any term, condition, or provision of the Binding Terms (including the "FORVIS, LLP Terms and Conditions Addendum") the terms, conditions, and provisions of this Amendment shall automatically supersede and control the terms, conditions, and provisions of the Binding Terms (including the "FORVIS, LLP Terms and Conditions Addendum").

8. Additional Verifications. In addition to the certification previously given by Forvis as required by Texas Government Code Ch. 2271, Forvis also verifies that: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the contract discriminate against a firearm entity or firearm trade association; and (2) It does not "boycott energy companies," as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of the Agreement.

9. Ethics Disclosure. Forvis represents that it has completed a Texas Ethics Commission (the "TEC") form 1295 ("Form 1295") generated by the TEC's electronic filing application in accordance with the provisions of Texas Gov't Code Ch. 2252.908. The parties agree that, with the exception of the information identifying the Town and the contract identification number, the Town is not responsible for the information contained in the Form 1295. The information contained in the Form 1295 has been provided solely by Forvis and the Town has not verified such information.

10. Prompt Payment Act. Customer shall pay Forvis the amounts due in accordance with Texas Gov't Code Ch. 2251. Despite any other provision to the contrary in the Binding Terms, interest, collections, and penalties related to overdue payment shall be governed by Texas Gov't Code Ch. 2251.

11. Tax Exempt; Annual Appropriations. Customer is tax exempt and shall not be subject to or pay for any charges for taxes under the Binding Terms. All payments by the Town under the Binding Terms, including any provision in the Binding Terms relating to penalties, overages, interest, collections, or any other additional costs, shall be subject to and conditioned upon the annual appropriation of public funds budgeted for the specific purposes of the Binding Terms in accordance with the Town Charter and Texas law. The Town shall make a good faith effort to appropriate funds in accordance with Texas law; however, in the event funds are not appropriated, the Binding Terms shall automatically terminate without regard for any renewal or other notice requirements in the Binding Terms.

EXECUTED to be effective on the date of signature of the Agreement by Customer and Forvis.

FORVIS, LLP
("Forvis"):

By: Rachel Arnesky

Date: 8.25.23

THE TOWN OF TROPHY CLUB, TEXAS
("Town" or "Customer"):

By: April Duvall

Date: 9/15/23

TOWN OF
TROPHY CLUB

PURCHASE REQUISITION FORM

Requisition Number REQ01175

Date : ~~6/5/2023~~ 10/1/23

Department _____

Project# _____

Vendor (Name & Address)
ClearGov
2 Mill & Main; Suite 630
Maynard, MA 01754

Delivery Address
1 Trophy Wood Drive
Trophy Club, TX 76262

Account Number	Description	Quantity	Unit Amount	Total Amount
01-640-60400	**ClearGov Budget & Citizen's Transparency software**	1	21,645.00	$ 21,645.00
	Year One of Five (10/1/2023 - 9/30/2024)			
Co-op info:	**692-23**			
			Total	**$ 21,645.00**

Budgeted? (Must Circle One) Yes or No **Explanation (if not budgeted:)** _____

Comments: This service will replace OpenGov, their contract terms 9/30/2023

April Duvall
Department Requestor:

Department Approval:

Finance:

Town Manager:

The Town of Trophy Club must have a completed Vendor Packet on file before a requisition can be accepted by the Finance Department.

6/5/2023

3rd Quote

ClearGov

Service Order

2 Mill & Main; Suite 630; Maynard, MA 01754

Created by	Dennis Maher
Contact Phone	817-205-9980
Contact Email	dmaher@cleargov.com

Order Date	Apr 13, 2023
Order valid if signed by	**Jun 15, 2023**

Customer Information					
Customer	Town of Trophy Club	**Contact**	April Duvall	**Billing Contact**	April Duvall
Address	1 Trophy Wood Drive	**Title**	CFA	**Title**	CFA
City, St, Zip	Trophy Club, Texas 76262	**Email**	aduvall@trophyclub.org	**Email**	aduvall@trophyclub.org
Phone	682-237-2900			**PO # (If any)**	

This Service Order will be contracted through...	
Procurement Aggregator	**ClearGov Contract**
Buyboard	Buyboard Proposal No. #692-23

The Services you will receive and the Fees for those Services are...		
Set up Services	**Tier/Rate**	**Service Fees**
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions	Tier 1	$ 9,000.00
ClearGov Setup Bundle Discount: Discount for bundled solutions	Tier 1	$ (9,000.00)
Total ClearGov Setup Service Fee - Billed ONE-TIME		**$ -**
Subscription Services	**Tier**	**Service Fees**
ClearGov Operational Budgeting - Civic Edition	Tier 1	$ 9,100.00
ClearGov Personnel Budgeting - Civic Edition	Tier 1	$ 8,300.00
ClearGov Capital Budgeting - Civic Edition	Tier 1	$ 6,200.00
ClearGov Digital Budget Book - Civic Edition	Tier 1	$ 5,200.00
ClearGov Transparency - Civic Edition	Tier 1	$ 4,500.00
ClearGov Budget Cycle Management Bundle Discount: Discount for bundled solutions	Tier 1	$ (11,655.00)
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		**$ 21,645.00**

ClearGov will provide your Services according to this schedule...			
Period	**Start Date**	**End Date**	**Description**
Setup	Jul 1, 2023	Jul 1, 2023	ClearGov Setup Services
Pro-Rata	Jul 1, 2023	Sep 30, 2023	ClearGov Subscription Services
Initial	Oct 1, 2023	Sep 30, 2028	ClearGov Subscription Services

To be clear, you will be billed as follows...		
Billing Date(s)	**Amount(s)**	**Notes**
Jul 1, 2023	$ -	One Time Setup Fee
Jul 1, 2023	$ 5,411.25	3 Month Pro-Rata Subscription Fee
Oct 1, 2023	$ 21,645.00	Annual Subscription Fee
Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein		
Billing Terms and Conditions		

Valid Until	**Jun 15, 2023**	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	**Net 30**	All invoices are due Net 30 days from the date of invoice.
Initial Period Rate Increase	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.
Rate Increase	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions	
Customer Satisfaction Guarantee	During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work.
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order **DO NOT** include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Appropriations	Customer shall have the option to terminate this ClearGov Service Order in advance of any annual renewal in the event that the applicable appropriating body does not appropriate funds for such upcoming renewal period.
Cancellation Option	This ClearGov Service Order is subject to the approval of the Town of Trophy Club City Council (the "Board") as set forth herein. In the event that the Board does not approve this Service Order at its June 13, 2023 meeting, Customer shall have the option to terminate this Service Order immediately by providing written notice. In the event that Customer exercises this option, Customer shall have no payment obligation under this Service Order.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period (s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an ***"Annual Term"***), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
Agreement	This ClearGov Service Order shall become binding upon execution by both Parties. The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov BCM Service Agreement found at the following URL: http://www.ClearGov.com/terms-and-conditions. This Service Order incorporates by reference the terms of such ClearGov BCM Service Agreement.

Customer	
Signature	April Duvall
Name	April Duvall
Title	Finance Director

ClearGov, Inc.	
Signature	
Name	Bryan A. Burdick
Title	President

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Customer Upgrades (ClearGov internal use only)			
This Service Order is a Customer Upgrade	No	**If Yes: Original Service Order Date**	

Approved by council 6/13/23. David reviewed and approved 6/7/23

Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.

- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.

- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.

- If Customer is subscribing to any products that require data onboaording:
  - ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
  - ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
  - ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
  - After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.

- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.

- ClearGov will make commercially reasonable efforts to complete the onboarding/activation process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.

- If Customer is subscribing to any products that require data onboaording:
  - Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
  - Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.

- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.

- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.

April Duvall

From: David Dodd
Sent: Wednesday, June 7, 2023 1:43 PM
To: April Duvall
Subject: RE: Agreement

The agreement is ready for Council

From: April Duvall <aduvall@trophyclub.org>
Sent: Wednesday, June 7, 2023 9:20 AM
To: David Dodd <ddodd@trophyclub.org>
Subject: Agreement

Do you see any issues with the terms of this agreement for our new budget/transparency software?

April Duvall, CGFO
Director of Finance
Town of Trophy Club
1 Trophy Wood Drive, Trophy Club, TX 76262
682.237.2914 *office* | 682.237.2996 *fax*| aduvall@trophyclub.org
www.trophyclub.org | www.facebook.com/trophyclubgov

-- Attention: Please note any correspondence, such as e-mail or letters, sent to Town staff or officials may become a public record and made available for public/media review.
-- Public Officials: A "reply to all" of this e-mail may lead to violations of the Texas Open Meetings Act. Please reply only to the sender. [020415]

2nd Quote

ClearGov

Service Order

2 Mill & Main; Suite 630; Maynard, MA 01754

Created by	Dennis Maher
Contact Phone	817-205-9980
Contact Email	dmaher@cleargov.com

Order Date	Apr 13, 2023
Order valid if signed by	**May 31, 2023**

Customer Information

Customer	Town of Trophy Club	**Contact**	April Duvall	**Billing Contact**	April Duvall
Address	1 Trophy Wood Drive	**Title**	CFA	**Title**	CFA
City, St, Zip	Trophy Club, Texas 76262	**Email**	aduvall@trophyclub.org	**Email**	aduvall@trophyclub.org
Phone	682-237-2900			**PO # (If any)**	

The Services you will receive and the Fees for those Services are...

Set up Services	Tier/Rate	Service Fees
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions	Tier 1	$ 9,000.00
ClearGov Setup Bundle Discount: Discount for bundled solutions	Tier 1	$ (9,000.00)
Total ClearGov Setup Service Fee - Billed ONE-TIME		**$ -**
Subscription Services	**Tier**	**Service Fees**
ClearGov Operational Budgeting - Civic Edition	Tier 1	$ 9,100.00
ClearGov Personnel Budgeting - Civic Edition	Tier 1	$ 8,300.00
ClearGov Capital Budgeting - Civic Edition	Tier 1	$ 6,200.00
ClearGov Digital Budget Book - Civic Edition	Tier 1	$ 5,200.00
ClearGov Transparency - Civic Edition	Tier 1	$ 4,500.00
ClearGov Budget Cycle Management Bundle Discount: Discount for bundled solutions	Tier 1	$ (11,655.00)
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		**$ 21,645.00**

ClearGov will provide your Services according to this schedule...

Period	Start Date	End Date	Description
Setup	Jun 1, 2023	Jun 1, 2023	ClearGov Setup Services
Pro-Rata	Jun 1, 2023	Sep 30, 2023	ClearGov Subscription Services
Initial	Oct 1, 2023	Sep 30, 2028	ClearGov Subscription Services

To be clear, you will be billed as follows...

Billing Date(s)	Amount(s)	Notes
Jun 1, 2023	$ -	One Time Setup Fee
Jun 1, 2023	$ 7,215.00	4 Month Pro-Rata Subscription Fee
Oct 1, 2023	$ 21,645.00	Annual Subscription Fee

Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein

Billing Terms and Conditions		
Valid Until	**May 31, 2023**	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	**Net 30**	All invoices are due Net 30 days from the date of invoice.
Initial Period Rate Increase	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.
Rate Increase	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions	
Customer Satisfaction Guarantee	During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work.
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order **DO NOT** include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Appropriations	Customer shall have the option to terminate this ClearGov Service Order in advance of any annual renewal in the event that the applicable appropriating body does not appropriate funds for such upcoming renewal period.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period (s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an ***"Annual Term"***), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
Agreement	This ClearGov Service Order shall become binding upon execution by both Parties. The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov BCM Service Agreement found at the following URL: http://www.ClearGov.com/terms-and-conditions. This Service Order incorporates by reference the terms of such ClearGov BCM Service Agreement.

Customer	
Signature	
Name	
Title	

ClearGov, Inc.	
Signature	
Name	Bryan A. Burdick
Title	President

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Customer Upgrades (ClearGov internal use only)			
This Service Order is a Customer Upgrade	No	**If Yes: Original Service Order Date**	

Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

ClearGov Responsibilities

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- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.

- If Customer is subscribing to any products that require data onboaording:
  - ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
  - ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
  - ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
  - After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.

- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.

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Customer Responsibilities

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- If Customer is subscribing to any products that require data onboaording:
  - Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
  - Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.

- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.

- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.

First Quote

ClearGov

2 Mill & Main; Suite 630; Maynard, MA 01754

Service Order

Created by	Dennis Maher
Contact Phone	817-205-9980
Contact Email	dmaher@cleargov.com

Order Date	Apr 13, 2023
Order valid if signed by	**May 13, 2023**

Customer Information

Customer	Town of Trophy Club	Contact	April Duvall	Billing Contact	
Address	1 Trophy Wood Drive	Title	CFA	Title	
City, St, Zip	Trophy Club, Texas 76262	Email	aduvall@trophyclub.org	Email	
Phone	682-237-2900			PO # (If any)	

The Services you will receive and the Fees for those Services are...

Set up Services	Tier/Rate	Service Fees
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions	Tier 2	$ 13,500.00
ClearGov Setup Bundle Discount: Discount for bundled solutions	Tier 2	$ (13,500.00)
Total ClearGov Setup Service Fee - Billed ONE-TIME		**$ -**

Subscription Services	Tier	Service Fees
ClearGov Operational Budgeting - Civic Edition	Tier 2	$ 13,300.00
ClearGov Personnel Budgeting - Civic Edition	Tier 2	$ 12,100.00
ClearGov Capital Budgeting - Civic Edition	Tier 2	$ 9,800.00
ClearGov Digital Budget Book - Civic Edition	Tier 2	$ 8,100.00
ClearGov Transparency - Civic Edition	Tier 2	$ 7,300.00
ClearGov Budget Cycle Management Bundle Discount: Discount for bundled solutions	Tier 2	$ (17,710.00)
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		**$ 32,890.00**

ClearGov will provide your Services according to this schedule...

Period	Start Date	End Date	Description
Setup	Jun 1, 2023	Jun 1, 2023	ClearGov Setup Services
Pro-Rata	Jun 1, 2023	Sep 30, 2023	ClearGov Subscription Services
Initial	Oct 1, 2023	Sep 30, 2028	ClearGov Subscription Services

To be clear, you will be billed as follows...

Billing Date(s)	Amount(s)	Notes
Jun 1, 2023	$ -	One Time Setup Fee
Jun 1, 2023	$ 10,963.33	4 Month Pro-Rata Subscription Fee
Oct 1, 2023	$ 32,890.00	Annual Subscription Fee

Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein

Billing Terms and Conditions		
Valid Until	**May 13, 2023**	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	**Net 30**	All invoices are due Net 30 days from the date of invoice.
Initial Period Rate Increase	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.
Rate Increase	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions	
Customer Satisfaction Guarantee	During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work.
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order **DO NOT** include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Appropriations	Customer shall have the option to terminate this ClearGov Service Order in advance of any annual renewal in the event that the applicable appropriating body does not appropriate funds for such upcoming renewal period.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period (s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an ***"Annual Term"***), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
Agreement	This ClearGov Service Order shall become binding upon execution by both Parties. The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov BCM Service Agreement found at the following URL: http://www.ClearGov.com/terms-and-conditions. This Service Order incorporates by reference the terms of such ClearGov BCM Service Agreement.

Customer	
Signature	
Name	
Title	

ClearGov, Inc.	
Signature	
Name	Bryan A. Burdick
Title	President

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Customer Upgrades (ClearGov internal use only)			
This Service Order is a Customer Upgrade	No	**If Yes: Original Service Order Date**	

Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.

- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.

- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.

- If Customer is subscribing to any products that require data onboaording:
  - ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
  - ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
  - ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
  - After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.

- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.

- ClearGov will make commercially reasonable efforts to complete the onboarding/activation process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.

- If Customer is subscribing to any products that require data onboaording:
  - Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
  - Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.

- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.

- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.

1st Quote

Budget

QUESTICA BUDGET PRICE QUOTE

Quotation ID#: Town of Trophy Club, TX – April 13, 2023

Description	Qty.	Total
Questica Budget Framework – All Modules		
Operating License Seats	Unlimited	
Personnel Planning & Budgeting License Seats	Unlimited	
Capital License Seats	Unlimited	
Unlimited Read-Only Licenses	Included	
Performance Measures	Included	
Allocations	Included	
Statistical Ledger	Included	
OpenBook Transparency	Included	
Digital Budget Book	Included	
Questica Annual Software Subscription (including software, maintenance, support, and hosting)		**$ 27,000.00**
Professional Services (Per Scope of Work)		
Planning & Analysis	Included	
Installation	Included	
Data Load & Verify	Included	
Accounting Integration	Included	
Training	Included	
Project Management	Included	
OpenBook Professional Services	Included	
Digital Budget Book Professional Services	Included	
Total Questica Professional Services: (one-time fee)		**$ 12,000.00**
GRAND TOTAL (Year 1)		**$ 39,000.00**

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Budget

PRICING NOTES

Quotation ID#: Town of Trophy Club, TX – April 13, 2023

Pricing valid though: July 31, 2023

- Questica annual subscription is based on a 5-year term
- Questica will apply a 5% inflationary increase beginning in year 2

Questica Annual Fees

- Year 1 is $39,000 (SaaS and Professional Services)
- Year 2 is $28,350 (includes 5% increase)
- Year 3 is $29,768 (includes 5% increase)
- Year 4 is $31,256 (includes 5% increase)
- Year 5 is $32,819 (includes 5% increase)
- Total 5 Year contract is $161,192

Above pricing in US dollars. Applicable Taxes Extra. Pricing is not applicable in response to a formal RFP Process.

Terms of Payment

- **Software:**
  - 100% upon Contract Effective Date (Net 30)
  - Year 2 due 365 days from Contract Effective Date and annually thereafter
- **Professional Services:**
  - Due 100% upon Contract Effective Date (Net 30)

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Budget

QUESTICA BUDGET PRICE QUOTE

Quotation ID#: Town of Trophy Club, TX – May 3, 2023

Description	Qty.	Total
Questica Budget Framework – All Modules		
Operating License Seats	Unlimited	
Personnel Planning & Budgeting License Seats	Unlimited	
Capital License Seats	Unlimited	
Unlimited Read-Only Licenses	Included	
Performance Measures	Included	
Allocations	Included	
Statistical Ledger	Included	
OpenBook Transparency	Included	
Digital Budget Book	Included	
Questica Annual Software Subscription (including software, maintenance, support, and hosting)	~~$ 27,000.00~~	$ 22,125.00
Pro-Rated Subscription for June 30, 2023 to September 30, 2023		$ 6,637.50
Annual Subscription for October 1, 2023 to September 30, 2024		$ 23,587.50
Total Software Subscription (June 30, 2023 to September 30, 2024)	~~$ 35,100.00~~	$ 30,225.00
Professional Services (Per Scope of Work)		
Planning & Analysis	Included	
Installation	Included	
Data Load & Verify	Included	
Accounting Integration	Included	
Training	Included	
Project Management	Included	
OpenBook Professional Services	Included	
Digital Budget Book Professional Services	Included	
Total Questica Professional Services: (one-time fee)		$ 12,000.00
GRAND TOTAL (June 30, 2023 to September 30, 2024)		$ 42,225.00

5K

10K less than other option

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Budget

PRICING NOTES

Quotation ID#: Town of Trophy Club, TX – May 3, 2023

Pricing valid though: June 30, 2023

- Questica annual subscription is based on a 5-year term
- Questica annual subscription has been discounted for 12 months beginning on June 30, 2023 to June 30, 2024
- Questica will apply a 3% inflationary increase beginning in year 2

Questica Annual Fees

- Year 1 is $42,225.00
  - June 30, 2023 to September 30, 2023 is $18,637 (Pro-Rated SaaS and Professional Services)
  - October 1, 2023 to September 30, 2024 is $23,587.50 (SaaS)
- Year 2 is $27,810.00 (includes 3% increase) – October 1, 2024 to September 30, 2025
- Year 3 is $28,644.30 (includes 3% increase) – October 1, 2025 to September 30, 2026
- Year 4 is $29,503.63 (includes 3% increase) – October 1, 2026 to September 30, 2027
- Year 5 is $30,388.74 (includes 3% increase) – October 1, 2027 to September 30, 2028
- Total contract is $158,571.67

Above pricing in US dollars. Applicable Taxes Extra. Pricing is not applicable in response to a formal RFP Process.

Terms of Payment

- **Software:**
  - $6,637.50 upon Contract Effective Date (Net 30)
  - $23,587.50 due on October 1, 2023
  - Year 2 due October 1, 2024 and annually thereafter
- **Professional Services:**
  - $12,000.00 upon Contract Effective Date (Net 30)

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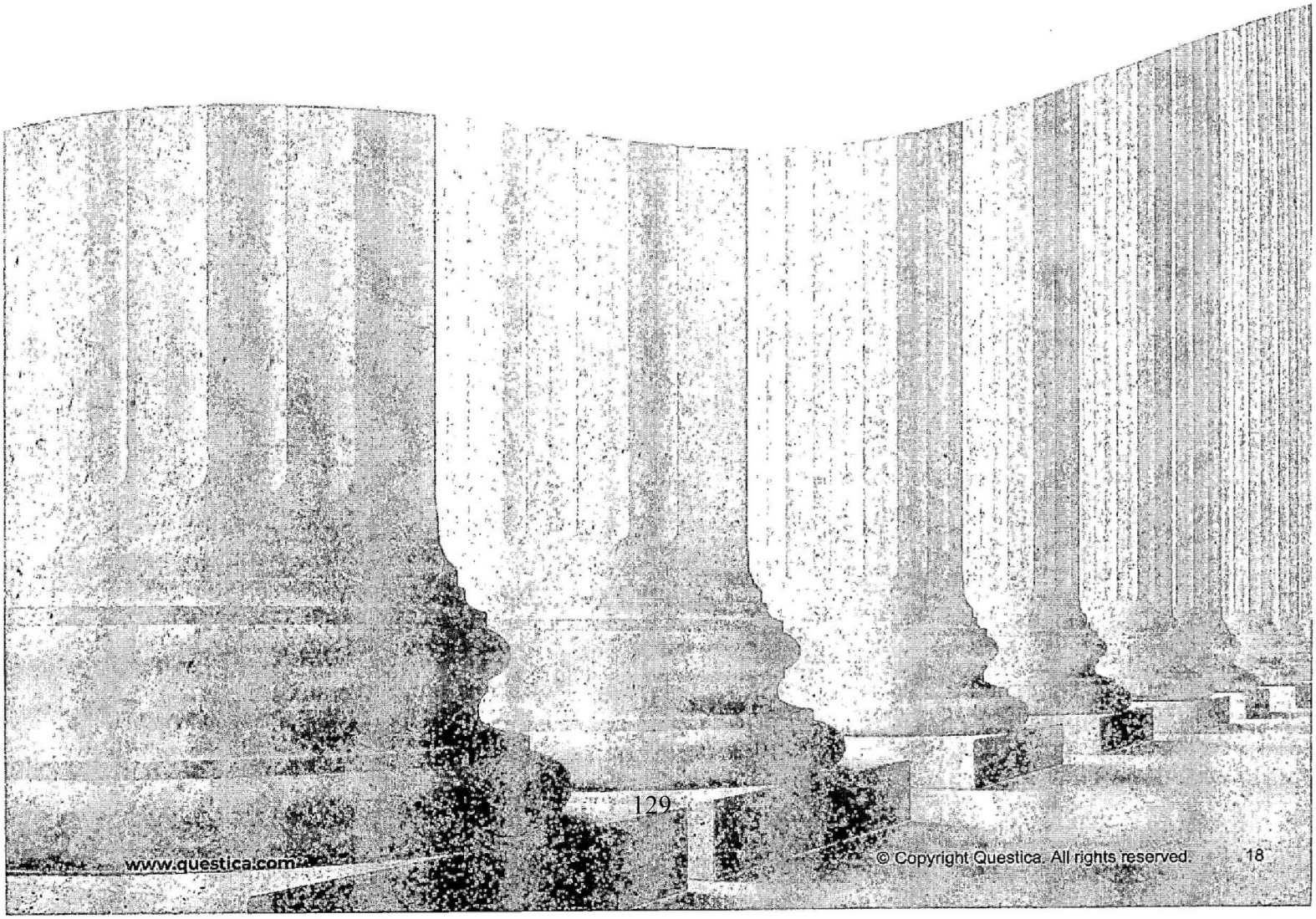
Budget

SUMMARY

Questica greatly appreciates the Town of Trophy Club's interest in learning more about our Company and our software. As stated, we welcome an opportunity to leverage our more than 25 years of success in public sector budgeting, to help the Town improve the efficiency and effectiveness of its budgeting process and to provide a technology solution that optimizes and supports the budget formulation and management cycle.

We are happy to address questions and engage in more detailed conversation to showcase how our software fits your requirements, our implementation approach, and the support our company provides. I would also be happy to facilitate introductions to current clients and would encourage you to connect with your peers to understand why they decided to partner with Questica - the most trusted solution for government organizations.



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TOWN OF
TROPHY CLUB

Town of Trophy Club

Meeting Agenda

Town Council

1 Trophy Wood Drive
Trophy Club, Texas 76262

June 13, 2023 **6:00 PM** **Council Chambers**

CALL TO ORDER AND ANNOUNCE A QUORUM - Mayor Tiffany

EXECUTIVE SESSION

1 Pursuant to the following designated section of the Texas Governmental Code, Annotated, Chapter 551 (Texas Open Meetings Act), the Council will recess into executive session to discuss the following:

a) Section 551.074 – Personnel Matters to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee

1. Town Manager
2. Town Secretary

RECONVENE INTO REGULAR SESSION AT 7:00 PM

INVOCATION led by Pastor Ryan Bradley, Fellowship United Methodist Church

PLEDGES led by Council Member Flynn

Pledge of Allegiance to the American Flag

Pledge of Allegiance to the Texas Flag

PUBLIC COMMENT(S)

This is an opportunity for citizens to address the Council on any matter. The Council is not permitted to discuss or take action on any presentations made. Presentations are limited to matters over which the Council has authority. Speakers have up to four (4) minutes or the time limit determined by the Presiding Officer. Each speaker must have submitted their request to speak by completing the Speaker's Form or may email mayorandcouncil@trophyclub.org

ANNOUNCEMENTS AND REPORTS

2. Comments by Sue Tejml, newly re-appointed member to the DENCO 9-1-1 Board of Managers

3. Announcement of upcoming Boards and Commissions application period and impending interviews and appointments (D.Dodd)

4. Comments by Town Manager

5. Comments by Council Members

6. Receive update on July 4th Celebration (D.Dodd)

7. Communication and Marketing Update (J.Lind)

CONSENT AGENDA

8. Consider and take appropriate action to approve the Town Council Meeting Minutes dated May 17, 2023 (T.Johnson).

9. Consider and take appropriate action regarding the Second Quarter Investment Report for Fiscal Year 2023 (A.Duvall)

10. Consider and take appropriate action regarding a Requisition Request for procurement of Budgeting and Transparency software for the Town of Trophy Club from ClearGov; and authorizing the Town Manager/or his designee to execute all necessary documents (A.Duvall)

11. Consider the FY24 proposed budget calendar for the Town FY24 Budget Process; give direction and clarification to staff as needed (A.Duvall)

12. Consider and take appropriate action, effective June 18, 2023, authorizing the Town Manager and/or his designee to make personnel salary adjustments, to amend the FY 2022/23 General Fund Operating Budget by $96,499 (D.Deprato)

13. Consider and take appropriate action to approve Purchase Order 23-00208 for procurement of 2023 Chevrolet 1500 4WD truck for Community Development (M.Cox).

14. Consider and take appropriate action regarding a requisition for procurement of a Bobcat mini-excavator from Bobcat of North Texas for the Town of Trophy Club for a fee not to exceed $60,000 for FY23, and amend the budget to allow for this expense (M.Cox).

15. Consider and take appropriate action regarding a requisition for procurement of two (2) Full-Matrix Solar Message Boards from Dallas/Fort Worth Lite and Barricade for the Town of Trophy Club for a fee not to exceed $50,000 (M.Cox).

16. Consider and take appropriate action on amending Trophy Club's Code of Ordinances, Section 1.03.033(a) to change dates for regular meetings of the Town Council (D.Dodd)

INDIVIDUAL ITEMS

17. Consider and take appropriate action on adoption of a Resolution by the Town Council of the Town of Trophy Club, Texas, authorizing publication of Notice of Intention to issue Combination Tax and Revenue Certificates of Obligation, authorizing the preparation of Preliminary Official Statement and Notice of Sale; and providing for other matters incidental thereto (A.Duvall)

18. Consider and take appropriate action regarding sign placement at Trophy Lake Drive and Trophy Club Drive roundabout (J.Beach/M.Cox)

19. Consider and take appropriate action regarding appointments to the following Council Subcommittees: Boards and Commissions; and Finance (D.Dodd)

20. Future Agenda Items List (D.Dodd)

21. Discuss and consider the request of Hogan's Glen HOA (Mayor Pro Tem Sheridan)

EXECUTIVE SESSION

22. Pursuant to the following designated section of the Texas Governmental Code, Annotated, Chapter 551 (Texas Open Meetings Act), the Town will recess into executive session to discuss the following:
    a) Section 551.071 – Consultation with Attorney
        1. Maintenance of common areas including those within Hogan's Glen

RECONVENE INTO REGULAR SESSION

23. Consider and take appropriate action regarding Executive Session (Mayor Pro Tem Sheridan).

ADJOURN

One or more members of the Town Council may participate remotely using video conferencing pursuant to Chapter 551 of the Texas Government Code.

The Town Council may convene into executive session to discuss posted items as allowed by the Texas Open Meeting Act, LGC.551.071

CERTIFICATION

I certify that the above notice was posted on the bulletin board at Trophy Club Town Hall, 1 Trophy Wood Drive, Trophy Club, Texas, on June 9, 2023, by 5:00 p.m. in accordance with Chapter 551, Texas Government Code.

Terri Johnson

Terri Johnson
Interim Town Secretary

If you plan to attend this public meeting and have a disability that requires special needs, please contact the Town Secretary's Office at 682-237-2900, 48 hours in advance, and reasonable accommodations will be made to assist you.

TOWN OF TROPHY CLUB
JANUARY 1, 1985

Removed from bulletin board 06/15/2023 @ 10:30 AM.
TJohnson

TOWN OF
TROPHY CLUB

PURCHASE REQUISITION FORM

PO Number _____

Date : 10/1/2023

Department Fire

Vendor (Name & Address)
Motorola Solutions

Delivery Address
1 Trophy Wood Drive
Trophy Club, TX 76262

Project# _____

Account Number	Description	Quantity	Unit Amount	Total Amount
07-255-83700	**APX 8000 All Band Portable Radio Model 2.5 (plus accessories)**	10	8,949.11	$ 89,941.10
Co-op info:	**N/A**			
			Total	**$ 89,941.10**

We are transitioning to the APX 8000XE(2.5) model to enhance and ensure operational capability.
Comments

Requested by:

Approved by:

Finance Approved by:

The Town of Trophy Club must have a completed Vendor Packet on file before a requisition can be accepted by the Finance Department.

MOTOROLA SOLUTIONS

Trophy Club

TCFD APX8000XE and Accessories 2

09/25/2023

The design, technical, pricing, and other information (" Information ") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote (" Motorola ") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.
MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved.

09/25/2023
RE: Motorola Quote for TCFD APX8000XE and Accessories 2
Dear Donnie Hurd,

Motorola Solutions is pleased to present Trophy Club with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide Trophy Club with the best products and services available in the communications industry. Please direct any questions to Cody Cross at codycross@callmc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Cody Cross

Motorola Solutions Manufacturer's Representative

Quote Date:09/25/2023
Expiration Date:11/06/2023
Quote Created By:
Cody Cross
codycross@callmc.com

End Customer:
Trophy Club
Donnie Hurd
dhurd@trophyclub.org
6822372941

Contract: 22918 - TX DIR

Line #	Item Number	APC	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8000 Series		APX8000XE				
1	H91TGD9PW6AN	0579	APX 8000 ALL BAND PORTABLE MODEL 2.5	10	$11,526.32	$8,463.89	$84,638.90
1a	Q806CB	0579	ADD: ASTRO DIGITAL CAI OPERATION	10			
1b	Q361AN	0579	ADD: P25 9600 BAUD TRUNKING	10			
1c	Q667BB	0579	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	10			
1d	QA02006AC	0579	ENH: APX8000XE RUGGED RADIO	10			
1e	QA00580AA	0579	ADD: TDMA OPERATION	10			
1f	Q58AL	0185	ADD: 3Y ESSENTIAL SERVICE	10			
1g	H38BS	0579	ADD: SMARTZONE OPERATION	10			
1h	QA01427AG	0579	ALT: APX8000/XE HOUSING GREEN	10			
1i	QA09113AB	0579	ADD: BASELINE RELEASE SW	10			

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	APC	Description	Qty	List Price	Sale Price	Ext. Sale Price
2	PMNN4486A	0453	BATT IMPRES 2 LIION R IP67 3400T	6	$188.27	$141.20	$847.20
3	PMMN4107C	0372	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,XE500 REMOTE SPKR MIC WITHOUT CHANNEL KNOB, HIGH IMPACT GREEN	10	$594.00	$445.50	$4,455.00

Grand Total $89,941.10(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

TOWN OF
TROPHY CLUB

PURCHASE REQUISITION FORM

Requisition Number _____

Date : 9/21/2023

Department Manager's Office

Vendor (Name & Address) 02603
netGenius, Inc.
1112 E. Copeland Road, Ste430 Box 6
Arlington, TX 76011

Delivery Address
1 Trophy Wood Drive
Trophy Club, TX 76262

Project# _____

Account Number	Description	Quantity	Unit Amount	Total Amount
01-140-60100	Professional Services for IT Support	12	15,960.00	$ 191,520.00
	Yearly contract 10/1/2023-9/30/2024			
Co-op info:				
			Total	**$ 191,520.00**

Budgeted? (Must Circle One) (Yes) **or No** **Explanation (if not budgeted:)** _____

Comments: #10 on contract states this is a 12 month agreement that may be renewed annually up to three-years. (9/30/2026)

Tamara Smith
Department Requestor: Tamara Smith

Department Approval:

Finance:

Patrick Cook 9/25/23
Town Manager:

The Town of Trophy Club must have a completed Vendor Packet on file before a requisition can be accepted by the Finance Department.

9/21/2023

INFORMATION TECHNOLOGY SUPPORT SERVICES AGREEMENT

THIS AGREEMENT for information technology support services ("Agreement") is entered into this 1 day of AUGUST, 2023, effective immediately, by and between netGenius Inc. ("CONTRACTOR") and the TOWN OF TROPHY CLUB, TEXAS ("TOWN"), a municipal corporation of the State of Texas. For convenience, CONTRACTOR and TOWN may sometimes be referred herein collectively as "Parties," and individually as a "Party."

WITNESSETH

WHEREAS, TOWN desires to engage CONTRACTOR to provide information technology support services as more fully described on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, TOWN issued a request for proposals for information technology support services; and

WHEREAS, after reviewing submitted bids, the Trophy Club Town Council has awarded the contract to provide information technology support services to CONTRACTOR; and

WHEREAS, CONTRACTOR agrees to provide such work and services for TOWN in accordance with the terms of this Agreement.

NOW, THEREFORE, for the mutual promises set forth herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto mutually agree as follows:

1. **Employment of CONTRACTOR.**

(a) TOWN agrees to engage CONTRACTOR, and CONTRACTOR hereby agrees, to perform the Services described in Exhibit "A" attached hereto and incorporated herein by reference.

(b) Notwithstanding anything to the contrary contained in this Agreement, TOWN and CONTRACTOR agree and acknowledge that TOWN is entering into this Agreement in reliance on CONTRACTOR's special and unique abilities. CONTRACTOR accepts the relationship of trust and confidence established between it and the TOWN by this Agreement. CONTRACTOR acknowledges that CONTRACTOR shall be solely responsible for determining the methods for performing the Services described in Exhibit "A." CONTRACTOR covenants with TOWN to use its best efforts, skill, judgment, and abilities to perform the work required by this Agreement and to further the interests of TOWN in accordance with TOWN's requirements, in accordance with the highest standards of CONTRACTOR's profession or business, and in compliance with all applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders, and with those of any other body having jurisdiction. The CONTRACTOR warrants, represents, covenants, and agrees that all of the work to be performed by the CONTRACTOR under or pursuant to this Agreement shall be of the standard and quality which prevail among similar businesses and organizations of superior knowledge and skill engaged in providing similar services in major United States urban areas under the same or similar circumstances and involving the work to be performed in accordance with Exhibit "A." CONTRACTOR warrants, represents, covenants, and agrees that the work it performs will be

accurate and free from any material errors.

(c) CONTRACTOR will be responsible for supplying all tools and equipment necessary for CONTRACTOR to provide the Services set forth in Exhibit "A."

2. **Compensation.** The TOWN agrees to pay the CONTRACTOR the fees set forth in Exhibit "A." Within fifteen (15) days of the end of the month within which services were rendered, CONTRACTOR shall provide TOWN an invoice specifying the services provided during the previous month and the total amount owed by TOWN. Payment will be made by TOWN within thirty (30) days of receipt of an invoice from CONTRACTOR.

3. **Disputed Invoices.** All invoice dispute claims must be delivered in writing to CONTRACTOR within thirty (30) calendar days after TOWN receives the invoice.

4. **Changes.** TOWN may, from time-to-time, require changes in the scope of services of the CONTRACTOR to be performed hereunder. Such changes, which are mutually agreed upon by and between TOWN and the CONTRACTOR, shall be incorporated in written amendment to this Agreement.

5. **Services and Materials to be Furnished by TOWN,** TOWN shall furnish the CONTRACTOR with all available information and data CONTRACTOR requests pertinent to the execution of this Agreement. TOWN shall cooperate with the CONTRACTOR in carrying out the work herein and shall provide adequate staff for liaison with the CONTRACTOR. TOWN shall provide CONTRACTOR access to TOWN buildings and facilities as necessary to provide services set forth in Exhibit "A."

6. **Ownership of Documents.** All reports, plans, specifications, computer files, and other documents prepared by CONTRACTOR pursuant to this Agreement shall be the property of TOWN. CONTRACTOR will deliver to TOWN copies of the prepared documents and materials. CONTRACTOR shall make all documents and related data and material utilized in developing the documents available to TOWN for inspection whenever requested. CONTRACTOR may make copies of any and all such documents and items and retain same for its files. CONTRACTOR shall have no liability for changes made to or use of the drawings, specifications, and other documents by anyone other than CONTRACTOR subsequent to delivery of the prepared documents and materials. However, any such change or other use shall be signed by the individual making the change or use and shall be appropriately marked to reflect what was changed or modified. Provided however that as to documentation that is applicable to and provided to CONTRACTOR's other clients, ownership shall remain with CONTRACTOR, and TOWN is hereby given a non-exclusive perpetual license to use such generic documentation.

7. **Password Maintenance.** All passwords created for TOWN accounts created pursuant to this Agreement are the property of TOWN. CONTRACTOR shall provide a record of all passwords to the Town Manager at the time any password is created or modified.

8. **Removal of Equipment.** Subject to this Agreement, immediately upon termination of this Agreement for any reason, CONTRACTOR shall remove any equipment owned, leased, or under the control of TOWN from any data center or CONTRACTOR's premises, and transfer it into the custody of a Town representative. Upon termination of this Agreement, TOWN will return to CONTRACTOR any equipment owned or leased by CONTRACTOR that is loaned to or borrowed by TOWN pursuant to

this Agreement. CONTRACTOR shall not be obligated to restore the premises to their original condition if TOWN does not return the products or make them available for safe removal by CONTRACTOR. TOWN remains liable for the equipment on its premises until received by CONTRACTOR.

9. **Confidentiality.** All reports, plans, specifications, computer files, and other documents prepared by CONTRACTOR pursuant to this Agreement or submitted or made available to CONTRACTOR by TOWN, or any other person acting on behalf of TOWN, unless otherwise publicly available, and all data and information, and other work developed by CONTRACTOR under this Agreement, shall be utilized by CONTRACTOR solely in connection with the performance of the services under this Agreement only and shall not be made available by CONTRACTOR to any other person, unless required by law. In the event of a breach of this Section, TOWN shall have all rights available to it at law and in equity to enforce the provisions hereof including, but not limited to, applying to a court of competent jurisdiction for specific performance and/or injunctive relief. The obligations of this Section shall expressly survive the expiration or earlier termination of this Agreement.

10. **Term and Termination of Agreement.** This Agreement shall be for a term of twelve months beginning on the effective date. The Agreement may be renewed annually up to three-years upon Agreement of the Parties. Either Party may terminate this Agreement at any time by providing thirty (30) days written notice to the other Party, subject to any early termination fees set forth in Exhibit "A."

11. **Data Transfer Upon Termination or Expiration.** Upon expiration or termination of the services, CONTRACTOR will deliver to TOWN all work performed under this Agreement and return to TOWN in a readily usable format, remove, or securely delete or destroy, as directed by TOWN, all Town data.

12. **Default and Remedies.**

(a) "TOWN Default" means: [1] TOWN fails to pay, when due, any fees or charges owed to CONTRACTOR under this Agreement, provided that the first such nonpayment or late payment in any calendar year shall not be a TOWN Default unless TOWN fails to pay such amount within ten (10) business days after written notice from CONTRACTOR of such nonpayment or late payment; [2] the material breach of any representation or warranty made by the TOWN in this Agreement, except to the extent such breach is susceptible to cure, in which case there shall be no TOWN Default unless such breach is not cured by TOWN within ten (10) calendar days after receiving written notice from the CONTRACTOR of such breach; the Customer fails to comply with any material obligations under this Agreement (other than payment or security deposit obligations) after receiving fifteen (15) calendar days advance written notice from the Company of such failure; or [3] there occurs an event (including an attack on or unauthorized access to TOWN Equipment or data by a third-party) for which CONTRATOR reasonably believes that the suspension of Services is necessary to protect CONTRACTOR or CONTRACTOR'S other customers, in which case CONTRACTOR will provide advance notice of at least twelve (12) hours.

(b) "CONTRACTOR Default" means [1] CONTRACTOR fails to perform a material obligation under this Agreement after receiving ten (10) calendar days advance written notice from the TOWN of such failure; [2] CONTRACTOR's insolvency or liquidation as a result of which CONTRACTOR ceases to do business; or [3] the material breach of any representation or warranty made by CONTRACTOR in this Agreement, except to the extent such breach is

susceptible to cure, in which case there shall be no CONTRACTOR Default unless such breach is not cured by the CONTRACTOR within ten (10) calendar days after receiving written notice from the TOWN of such breach.

(c) If a Party commits a Default, the non-defaulting Party will be entitled to exercise any one or more of the following remedies, as applicable, then or at any time thereafter: [1] to exercise any remedy for such Default set forth elsewhere in this Agreement; or [2] to immediately terminate this Agreement or any Proposals.

(d) In the event of a TOWN Default, in addition to and without waiving any other remedies for Default available to CONTRACTOR hereunder, CONTRACTOR may, without liability and without notice beyond the initial notice required for the TOWN Default, suspend Services or CONTRACTOR's performance under this Agreement until cured. In the event of suspension of Services due to a TOWN Default, the TOWN shall continue to be liable for all fees and charges for any Services that are still in use by TOWN.

(e) Each remedy of the non-defaulting Party as provided for in this Agreement, or now or hereafter existing at law or in equity, or by statute or otherwise, shall be cumulative and concurrent and shall be in addition to every other remedy provided for in this Agreement, and except as otherwise limited in this Agreement, now or hereafter existing at law or in equity, or by statute or otherwise, and the exercise or beginning of the exercise by the non-defaulting Party of any one or more of such remedies shall not preclude the simultaneous or later exercise by the non-defaulting Party of any or all such other remedies. Party under sub-sections 12(a) or 12(b) if the cure requires more than the cure period granted, but the breaching Party immediately initiates steps that the other Party deems to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical a default shall not be deemed to have occurred.

13. **Completeness of Contract.** This Agreement and the documents incorporated herein by specific reference contain all of the terms and conditions agreed upon by the Parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, or any part thereof, shall have any validity or bind any of the Parties hereto. If there is any conflict between the terms of this Agreement and the documents attached hereto, the terms of this Agreement shall control. This Agreement may not be subsequently modified except in writing and signed by both Parties.

14. **TOWN Not Obligated to Third Parties.** TOWN shall not be obligated or liable hereunder to any Party other than the CONTRACTOR.

15. **Final Decisions.** Serving as a CONTRACTOR to TOWN, CONTRACTOR shall advise all Parties that final decisions shall be made by the Town Council and/or Town Manager.

16. **Indemnification.** THE CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS TOWN AND ALL OF ITS OFFICERS, EMPLOYEES, COUNCIL MEMBERS, AND AGENTS FROM ANY AND ALL CLAIMS BY THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DAMAGES, JUDGMENTS, ATTORNEY'S FEES, EXPENSES, INJUNCTIVE OR EQUITABLE RELIEF, INTEREST, PERSONAL INJURY, AND DEATH, THAT MAY ARISE FROM THE CONTRACTOR'S PERFORMANCE UNDER THIS AGREEMENT. **IT IS**

UNDERSTOOD AND AGREED THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY, PROTECT, AND HOLD HARMLESS TOWN AND/OR TOWN Indemnitees FROM ALL LIABILITY, INCLUDING, TO THE EXTENT OF INSURANCE COVERAGE, LIABILITY FOR THE CONSEQUENCES OF THE NEGLIGENCE OF TOWN AND/OR ITS OFFICERS, EMPLOYEES, COUNCIL MEMBERS OR AGENTS. CONTRACTOR's LIABILITY UNDER THIS SECTION 16 WILL BE LIMITED TO THE EXTENT, AND ONLY TO THE EXENT THAT TOWN'S or TOWN Indemnitee's NEGLIGENCE IS THE SOLE OR CONTRIBUTING CAUSE OF ANY NON-INSURED RESULTANT INJURY, DEATH, AND/OR DAMAGE.

17. **Limitation on Liability.** CONTRACTOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INDIRECT, OR SPECIAL DAMAGES OR COSTS RESULTING FROM ANY CLAIM OR CAUSE OF ACTION BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE (INCLUDING STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, EVEN IF TOWN KNEW, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY THEREOF. FOR CLARITY LOST PROFITS OR REVENUE ARE AGREED TO BE, FOR THE PURPOSES OF THIS AGREEMENT CONSEQUENTIAL DAMAGES.

18. **Insurance**. CONTRACTOR shall maintain the following insurance coverage in at least the following amounts:
    - Comprehensive General Liability: $1,000,000 per occurrence;
    - Automobile Liability Insurance: $1,000,000 per occurrence;
    - Workers' Compensation and Employer's Liability Insurance: Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $100,000 bodily injury each accident, $500,000 bodily injury or disease policy limit, and $100,000 bodily injury by disease each employee; and
    - Cyber liability insurance: $2,000,000.

    CONTRACTOR shall provide TOWN with evidence of such coverages in a form which is acceptable to TOWN. Such policies shall name TOWN, its officers, and employees as an additional insured and shall provide for a waiver of subrogation against TOWN.

19. **Personnel.** All of the Services required hereunder will be performed by CONTRACTOR, or under CONTRACTOR's supervision, and all personnel engaged in the work shall be qualified to perform such services.

20. **Independent Contractor.** In performing the Services under this Agreement, CONTRACTOR is acting as an independent contractor. No term or provision hereof shall be construed as making CONTRACTOR the agent, servant, or employee of TOWN, or as creating a partnership or joint venture relationship between CONTRACTOR and TOWN.

21. **Warranty.** CONTRACTOR warrants and represents that all Services to be provided to TOWN under this Agreement will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the

Agreement, and all applicable Federal, State, and local laws, rules, or regulations.

22. **Assignability.** The Parties hereby agree that CONTRACTOR may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of TOWN.

23. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought to interpret or enforce the terms of this Agreement shall lie in Denton County, Texas.

24. **Authority to Sign.** The Parties hereby warrant and represent that the undersigned persons have full authority and are duly authorized to sign on behalf of their respective principals and that such principals have duly authorized the transaction contemplated by this Agreement.

25. **Additional Verifications.** To the extent required by Texas law, CONTRACTOR verifies that: [1] It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the Agreement discriminate against a firearm entity or firearm trade association; [2] It does not "boycott Israel" as that term is defined in Texas Government Code § 808.001 and it will not boycott Israel during the term of the Agreement; and [3] it does not "boycott energy companies," as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of the Agreement.

26. **Non-collusion.** CONTRACTOR represents and warrants that it has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration prohibited by law to any person as an inducement to obtain the Services to be provided to the TOWN under this Agreement.

27. **Non-discrimination.** To the extent required by law, CONTRACTOR and its Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. CONTRACTOR agrees to post, in conspicuous places, available to employees and applicants, notices setting forth the nondiscrimination policies as required by law.

28. **Governmental Immunities**. CONTRACTOR acknowledges and agrees TOWN is a political subdivision of the State of Texas, and CONTRACTOR is entering into this Agreement pursuant to its governmental functions and is immune from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, TOWN does not waive any of its immunities from suit or liability, except as expressly waived by statute under Texas Local Gov't Code Ch. 271.

29. **Notices.** For a notice or other communication under this Agreement to be valid, it must be in writing and delivered by email. A valid notice or other communication under this Agreement will be effective when received by the Party to which it is addressed. It will be deemed to have been received as follows:

    (a) if it is delivered by email, when the Party to which the email is addressed acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email; and if (b) the Party to which it is addressed rejects or otherwise refuses to accept it, or if (c) it

cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.

For a notice or other communication to a Party under this Agreement to be valid, it must be addressed using the information specified below for that Party or any other information specified by that Party in a valid notice.

To the TOWN: Town of Trophy
Club Attn: Patrick Arata
Email: parata@trophyclub.org

To CONTRACTOR: netGenius, Inc.
Attn: Ben Singleton/Moeed Siddiqui
Email: ben@netgeniusinc.com/
moeed@netgeniusinc.com

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS HEREOF, TOWN and CONTRACTOR have executed this Agreement as of the date first written above.

TOWN OF TROPHY CLUB, TEXAS

By: _____

Print Name: Patrick Arata

Title: Interim Town Manager 8/10/23

NETGENIUS, INC.

By: _____

Print Name: BEN SINKLER

Title: President / Co-Founder

Exhibit A

CONTRACTOR agrees to perform the following Services at a monthly set fee of FIFTEEN THOUSAND NINE HUNDRED AND SIXTY DOLLARS ($15,960):

Contractor shall provide the following information technology support services to the Town of Trophy Club:

1. Organize help desk service calls efficiently and to ensure that there is no significant computer downtime during normal working hours, generally 8:00 AM to 5:00 PM, Monday through Friday. Help desk will also be available to Police and Fire Department Personnel for emergency support 24/7/365.

2. Professional help desk support services shall include, but are not limited to:

    a. Respond to telephone, in-person, and e-mail support requests from end-users and management;
    b. Provide on-site personnel one to two days per week, and/or upon request;
    c. Maintain user accounts in Active Directory (password resets, lockouts, group membership);
    d. Set up onboarding and offboarding employees with new programs, network, and e-mail accounts in Active Directory;
    e. Assist users with e-mail system problems;
    f. Administer, maintain, and troubleshoot Town print services and print devices;
    g. Troubleshoot, maintain, and repair existing PC workstations and related hardware;
    h. Set up, configure, and deploy new workstations;
    i. Install and configure software on PCs in compliance with established licensing agreements;
    j. Set-up permissions for employees on Town software;
    k. Provide users with technical assistance regarding the standard functionality of software applications;
    l. Provide annual training to staff including but not limited to cybersecurity, phishing, and any other relevant training to ensure the safety of the Town's information technology systems; and
    m. Assist users in retrieving and/or restoring deleted or misplaced files;

3. Professional general services shall include, but are not limited to:

    a. Provide expertise in emerging technologies and direct the Town's selection and use of comprehensive technologies;
    b. Be the central point of contact for all technology vendors, including Internet Service Provider (ISPs), telephone systems, and third-party software programs;
    c. Responsible for monitoring and managing Microsoft and third-party updates, monitoring our critical servers/firewalls 24/7, and quick remote resolutions of issues;
    d. Responsible for maintaining mission-critical systems, privacy, backup, and disaster recovery systems;
    e. IT standardization, asset, and inventory management with full system documentation;
    f. Maintain Town inventory schedule and suggest replacements for budgetary purposes;

g. Maintain all licensing and security, including anti-spam, firewall, and gateway security management;
h. Perform data systems, telecommunications, and enterprise technology needs assessments as applicable to the Town;
i. Development and management of policies and procedures for technology management; and
j. Provide maintenance and support of Town applications and administration of Town network.

4. Professional systems administration services shall include, but are not limited to:

a. Inspection and monitoring of systems logs for security, system, and application errors;
b. Monitor disk space usage and allocation throughout the server network;
c. Data backup system configuration, maintenance, scheduling, and back up verification;
d. Power systems maintenance and monitoring that support thenetwork infrastructure and server systems;
e. Manage IT security-risk and threat protection;
f. Install and configure software on network servers in compliance with established licensing agreements;
g. Routine updates on client-server software applications;
h. Monitor and maintain Local Area Network (LAN) infrastructure including, firewall, routers, switches, wireless routers, and cabling; and
i. Monitor and maintain the Town's telephone system.

5. Professional future services shall include, but are not limited to:

a. Discussion on Cloud vs. server management;
b. Cloud strategy and migration process for the remaining servers; and
c. Incident response plan.

6. Early Termination:

TOWN understands that the monthly fee for the services is based on their commitment to pay the full term of each agreement. Some upfront costs are spread over this term. TOWN also recognizes that it's hard to calculate CONTRACTOR's losses if this Agreement is ended early. Therefore, if the TOWN ends any Agreement early for any reason other than CONTRACTOR's breach of this Agreement, TOWN will pay all of the remaining monthly fees for the first year of the agreement.

Insurance Form Number 18 on Contract

1. **Insurance Requirements.** During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section.

   a. Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the TOWN.

   b. It is understood and agreed by the CONTRACTOR that its liability to the TOWN shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

      i. Minimum Scope & Limits of Insurance Coverage

         (1) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

         (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than one million dollars ($1,000,000) per accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the CONTRACTOR.

            (a) No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

            "I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." ____ (CONTRACTOR initials)

         (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars ($1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the TOWN. If no work or services will be performed on or at TOWN facilities or

TOWN Property, the TOWN Representative may waive this requirement by selecting the option below:

Workers' Compensation waiver of subrogation in favor of the TOWN is not required. _____ (TOWN Representative initials)

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

N/A

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (CONTRACTOR initials)

(4) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions, or malpractice with limits of not less than one million ($1,000,000) dollars. Professional Liability (Errors and Omissions) insurance:

Is __X__ Is not _____ [check one] required for this Agreement.

If required, such coverage must be continued for at least one year(s) following the completion of all Services and Additional Services under this Agreement. The retroactive date must be prior to the date this Agreement is approved or any Services are performed.

(5) Cyber Liability Insurance providing a minimum coverage of two million dollars ($2,000,000) for claims made and reported for Data, Network, and Media Aggregate including business interruptions, cyber extortion, data recovery costs, reputational loss, regulatory defense and penalties, payment card liabilities and costs, fraudulent instruction, funds transfer fraud, telephone fraud, and criminal reward.

ii. Additional Insured Coverage

(1) Commercial General Liability Insurance: The TOWN, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors.

(2) Automobile Liability Insurance: The TOWN, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

iii. Other Insurance Provisions

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

(a) Except for professional liability, CONTRACTOR's insurance coverage, including excess insurance, shall be primary insurance as respects TOWN, its officials, employees, and volunteers. Any insurance or self-insurance maintained by TOWN, its officials, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

(b) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to TOWN, its officials, employees, or volunteers.

(c) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(d) TOWN will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

c. Acceptability of Insurance

i. Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 6 must be declared to and approved by the TOWN in writing prior to execution of this Agreement.

d. Verification of Coverage

i. CONTRACTOR shall furnish TOWN with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the TOWN representative named in Section 4. Copies of policies shall be delivered to the TOWN on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

ii. For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to the TOWN representative named in Exhibit A.

iii. The TOWN may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The TOWN may withhold payments to CONTRACTOR or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

e. Subcontractors

i. CONTRACTOR shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

TOWN OF TROPHY CLUB, TEXAS

By: Patrick Arata

Print Name: Patrick Arata

Title: Interim Town Manager 8/10/23

NETGENIUS, INC.

By:

Print Name: Ben Singleton

Title: President / Co-Founder

INFORMATION TECHNOLOGY SUPPORT SERVICES AGREEMENT

THIS AGREEMENT for information technology support services ("Agreement") is entered into this 1 day of AUGUST, 2023, effective immediately, by and between netGenius Inc. ("CONTRACTOR") and the TOWN OF TROPHY CLUB, TEXAS ("TOWN"), a municipal corporation of the State of Texas. For convenience, CONTRACTOR and TOWN may sometimes be referred herein collectively as "Parties," and individually as a "Party."

WITNESSETH

WHEREAS, TOWN desires to engage CONTRACTOR to provide information technology support services as more fully described on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, TOWN issued a request for proposals for information technology support services; and

WHEREAS, after reviewing submitted bids, the Trophy Club Town Council has awarded the contract to provide information technology support services to CONTRACTOR; and

WHEREAS, CONTRACTOR agrees to provide such work and services for TOWN in accordance with the terms of this Agreement.

NOW, THEREFORE, for the mutual promises set forth herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto mutually agree as follows:

1. **Employment of CONTRACTOR.**

(a) TOWN agrees to engage CONTRACTOR, and CONTRACTOR hereby agrees, to perform the Services described in Exhibit "A" attached hereto and incorporated herein by reference.

(b) Notwithstanding anything to the contrary contained in this Agreement, TOWN and CONTRACTOR agree and acknowledge that TOWN is entering into this Agreement in reliance on CONTRACTOR's special and unique abilities. CONTRACTOR accepts the relationship of trust and confidence established between it and the TOWN by this Agreement. CONTRACTOR acknowledges that CONTRACTOR shall be solely responsible for determining the methods for performing the Services described in Exhibit "A." CONTRACTOR covenants with TOWN to use its best efforts, skill, judgment, and abilities to perform the work required by this Agreement and to further the interests of TOWN in accordance with TOWN's requirements, in accordance with the highest standards of CONTRACTOR's profession or business, and in compliance with all applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders, and with those of any other body having jurisdiction. The CONTRACTOR warrants, represents, covenants, and agrees that all of the work to be performed by the CONTRACTOR under or pursuant to this Agreement shall be of the standard and quality which prevail among similar businesses and organizations of superior knowledge and skill engaged in providing similar services in major United States urban areas under the same or similar circumstances and involving the work to be performed in accordance with Exhibit "A." CONTRACTOR warrants, represents, covenants, and agrees that the work it performs will be

accurate and free from any material errors.

(c) CONTRACTOR will be responsible for supplying all tools and equipment necessary for CONTRACTOR to provide the Services set forth in Exhibit "A."

2. **Compensation.** The TOWN agrees to pay the CONTRACTOR the fees set forth in Exhibit "A." Within fifteen (15) days of the end of the month within which services were rendered, CONTRACTOR shall provide TOWN an invoice specifying the services provided during the previous month and the total amount owed by TOWN. Payment will be made by TOWN within thirty (30) days of receipt of an invoice from CONTRACTOR.

3. **Disputed Invoices.** All invoice dispute claims must be delivered in writing to CONTRACTOR within thirty (30) calendar days after TOWN receives the invoice.

4. **Changes.** TOWN may, from time-to-time, require changes in the scope of services of the CONTRACTOR to be performed hereunder. Such changes, which are mutually agreed upon by and between TOWN and the CONTRACTOR, shall be incorporated in written amendment to this Agreement.

5. **Services and Materials to be Furnished by TOWN.** TOWN shall furnish the CONTRACTOR with all available information and data CONTRACTOR requests pertinent to the execution of this Agreement. TOWN shall cooperate with the CONTRACTOR in carrying out the work herein and shall provide adequate staff for liaison with the CONTRACTOR. TOWN shall provide CONTRACTOR access to TOWN buildings and facilities as necessary to provide services set forth in Exhibit "A."

6. **Ownership of Documents.** All reports, plans, specifications, computer files, and other documents prepared by CONTRACTOR pursuant to this Agreement shall be the property of TOWN. CONTRACTOR will deliver to TOWN copies of the prepared documents and materials. CONTRACTOR shall make all documents and related data and material utilized in developing the documents available to TOWN for inspection whenever requested. CONTRACTOR may make copies of any and all such documents and items and retain same for its files. CONTRACTOR shall have no liability for changes made to or use of the drawings, specifications, and other documents by anyone other than CONTRACTOR subsequent to delivery of the prepared documents and materials. However, any such change or other use shall be signed by the individual making the change or use and shall be appropriately marked to reflect what was changed or modified. Provided however that as to documentation that is applicable to and provided to CONTRACTOR's other clients, ownership shall remain with CONTRACTOR, and TOWN is hereby given a non-exclusive perpetual license to use such generic documentation.

7. **Password Maintenance.** All passwords created for TOWN accounts created pursuant to this Agreement are the property of TOWN. CONTRACTOR shall provide a record of all passwords to the Town Manager at the time any password is created or modified.

8. **Removal of Equipment.** Subject to this Agreement, immediately upon termination of this Agreement for any reason, CONTRACTOR shall remove any equipment owned, leased, or under the control of TOWN from any data center or CONTRACTOR's premises, and transfer it into the custody of a Town representative. Upon termination of this Agreement, TOWN will return to CONTRACTOR any equipment owned or leased by CONTRACTOR that is loaned to or borrowed by TOWN pursuant to

this Agreement. CONTRACTOR shall not be obligated to restore the premises to their original condition if TOWN does not return the products or make them available for safe removal by CONTRACTOR. TOWN remains liable for the equipment on its premises until received by CONTRACTOR.

9. **Confidentiality.** All reports, plans, specifications, computer files, and other documents prepared by CONTRACTOR pursuant to this Agreement or submitted or made available to CONTRACTOR by TOWN, or any other person acting on behalf of TOWN, unless otherwise publicly available, and all data and information, and other work developed by CONTRACTOR under this Agreement, shall be utilized by CONTRACTOR solely in connection with the performance of the services under this Agreement only and shall not be made available by CONTRACTOR to any other person, unless required by law. In the event of a breach of this Section, TOWN shall have all rights available to it at law and in equity to enforce the provisions hereof including, but not limited to, applying to a court of competent jurisdiction for specific performance and/or injunctive relief. The obligations of this Section shall expressly survive the expiration or earlier termination of this Agreement.

10. **Term and Termination of Agreement.** This Agreement shall be for a term of twelve months beginning on the effective date. The Agreement may be renewed annually up to three-years upon Agreement of the Parties. Either Party may terminate this Agreement at any time by providing thirty (30) days written notice to the other Party, subject to any early termination fees set forth in Exhibit "A."

11. **Data Transfer Upon Termination or Expiration.** Upon expiration or termination of the services, CONTRACTOR will deliver to TOWN all work performed under this Agreement and return to TOWN in a readily usable format, remove, or securely delete or destroy, as directed by TOWN, all Town data.

12. **Default and Remedies.**

(a) "TOWN Default" means: [1] TOWN fails to pay, when due, any fees or charges owed to CONTRACTOR under this Agreement, provided that the first such nonpayment or late payment in any calendar year shall not be a TOWN Default unless TOWN fails to pay such amount within ten (10) business days after written notice from CONTRACTOR of such nonpayment or late payment; [2] the material breach of any representation or warranty made by the TOWN in this Agreement, except to the extent such breach is susceptible to cure, in which case there shall be no TOWN Default unless such breach is not cured by TOWN within ten (10) calendar days after receiving written notice from the CONTRACTOR of such breach; the Customer fails to comply with any material obligations under this Agreement (other than payment or security deposit obligations) after receiving fifteen (15) calendar days advance written notice from the Company of such failure; or [3] there occurs an event (including an attack on or unauthorized access to TOWN Equipment or data by a third-party) for which CONTRATOR reasonably believes that the suspension of Services is necessary to protect CONTRACTOR or CONTRACTOR'S other customers, in which case CONTRACTOR will provide advance notice of at least twelve (12) hours.

(b) "CONTRACTOR Default" means [1] CONTRACTOR fails to perform a material obligation under this Agreement after receiving ten (10) calendar days advance written notice from the TOWN of such failure; [2] CONTRACTOR's insolvency or liquidation as a result of which CONTRACTOR ceases to do business; or [3] the material breach of any representation or warranty made by CONTRACTOR in this Agreement, except to the extent such breach is

susceptible to cure, in which case there shall be no CONTRACTOR Default unless such breach is not cured by the CONTRACTOR within ten (10) calendar days after receiving written notice from the TOWN of such breach.

(c) If a Party commits a Default, the non-defaulting Party will be entitled to exercise any one or more of the following remedies, as applicable, then or at any time thereafter: [1] to exercise any remedy for such Default set forth elsewhere in this Agreement; or [2] to immediately terminate this Agreement or any Proposals.

(d) In the event of a TOWN Default, in addition to and without waiving any other remedies for Default available to CONTRACTOR hereunder, CONTRACTOR may, without liability and without notice beyond the initial notice required for the TOWN Default, suspend Services or CONTRACTOR's performance under this Agreement until cured. In the event of suspension of Services due to a TOWN Default, the TOWN shall continue to be liable for all fees and charges for any Services that are still in use by TOWN.

(e) Each remedy of the non-defaulting Party as provided for in this Agreement, or now or hereafter existing at law or in equity, or by statute or otherwise, shall be cumulative and concurrent and shall be in addition to every other remedy provided for in this Agreement, and except as otherwise limited in this Agreement, now or hereafter existing at law or in equity, or by statute or otherwise, and the exercise or beginning of the exercise by the non-defaulting Party of any one or more of such remedies shall not preclude the simultaneous or later exercise by the non-defaulting Party of any or all such other remedies. Party under sub-sections 12(a) or 12(b) if the cure requires more than the cure period granted, but the breaching Party immediately initiates steps that the other Party deems to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical a default shall not be deemed to have occurred.

13. **Completeness of Contract.** This Agreement and the documents incorporated herein by specific reference contain all of the terms and conditions agreed upon by the Parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, or any part thereof, shall have any validity or bind any of the Parties hereto. If there is any conflict between the terms of this Agreement and the documents attached hereto, the terms of this Agreement shall control. This Agreement may not be subsequently modified except in writing and signed by both Parties.

14. **TOWN Not Obligated to Third Parties.** TOWN shall not be obligated or liable hereunder to any Party other than the CONTRACTOR.

15. **Final Decisions.** Serving as a CONTRACTOR to TOWN, CONTRACTOR shall advise all Parties that final decisions shall be made by the Town Council and/or Town Manager.

16. **Indemnification.** THE CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS TOWN AND ALL OF ITS OFFICERS, EMPLOYEES, COUNCIL MEMBERS, AND AGENTS FROM ANY AND ALL CLAIMS BY THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DAMAGES, JUDGMENTS, ATTORNEY'S FEES, EXPENSES, INJUNCTIVE OR EQUITABLE RELIEF, INTEREST, PERSONAL INJURY, AND DEATH, THAT MAY ARISE FROM THE CONTRACTOR'S PERFORMANCE UNDER THIS AGREEMENT. **IT IS**

UNDERSTOOD AND AGREED THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY, PROTECT, AND HOLD HARMLESS TOWN AND/OR TOWN Indemnitees FROM ALL LIABILITY, INCLUDING, TO THE EXTENT OF INSURANCE COVERAGE, LIABILITY FOR THE CONSEQUENCES OF THE NEGLIGENCE OF TOWN AND/OR ITS OFFICERS, EMPLOYEES, COUNCIL MEMBERS OR AGENTS. CONTRACTOR's LIABILITY UNDER THIS SECTION 16 WILL BE LIMITED TO THE EXTENT, AND ONLY TO THE EXENT THAT TOWN'S or TOWN Indemnitee's NEGLIGENCE IS THE SOLE OR CONTRIBUTING CAUSE OF ANY NON-INSURED RESULTANT INJURY, DEATH, AND/OR DAMAGE.

17. **Limitation on Liability.** CONTRACTOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INDIRECT, OR SPECIAL DAMAGES OR COSTS RESULTING FROM ANY CLAIM OR CAUSE OF ACTION BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE (INCLUDING STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, EVEN IF TOWN KNEW, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY THEREOF. FOR CLARITY LOST PROFITS OR REVENUE ARE AGREED TO BE, FOR THE PURPOSES OF THIS AGREEMENT CONSEQUENTIAL DAMAGES.

18. **Insurance**. CONTRACTOR shall maintain the following insurance coverage in at least the following amounts:
    - Comprehensive General Liability: $1,000,000 per occurrence;
    - Automobile Liability Insurance: $1,000,000 per occurrence;
    - Workers' Compensation and Employer's Liability Insurance: Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $100,000 bodily injury each accident, $500,000 bodily injury or disease policy limit, and $100,000 bodily injury by disease each employee; and
    - Cyber liability insurance: $2,000,000.

    CONTRACTOR shall provide TOWN with evidence of such coverages in a form which is acceptable to TOWN. Such policies shall name TOWN, its officers, and employees as an additional insured and shall provide for a waiver of subrogation against TOWN.

19. **Personnel.** All of the Services required hereunder will be performed by CONTRACTOR, or under CONTRACTOR's supervision, and all personnel engaged in the work shall be qualified to perform such services.

20. **Independent Contractor.** In performing the Services under this Agreement, CONTRACTOR is acting as an independent contractor. No term or provision hereof shall be construed as making CONTRACTOR the agent, servant, or employee of TOWN, or as creating a partnership or joint venture relationship between CONTRACTOR and TOWN.

21. **Warranty.** CONTRACTOR warrants and represents that all Services to be provided to TOWN under this Agreement will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the

Agreement, and all applicable Federal, State, and local laws, rules, or regulations.

22. **Assignability.** The Parties hereby agree that CONTRACTOR may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of TOWN.

23. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought to interpret or enforce the terms of this Agreement shall lie in Denton County, Texas.

24. **Authority to Sign.** The Parties hereby warrant and represent that the undersigned persons have full authority and are duly authorized to sign on behalf of their respective principals and that such principals have duly authorized the transaction contemplated by this Agreement.

25. **Additional Verifications.** To the extent required by Texas law, CONTRACTOR verifies that: [1] It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the Agreement discriminate against a firearm entity or firearm trade association; [2] It does not "boycott Israel" as that term is defined in Texas Government Code § 808.001 and it will not boycott Israel during the term of the Agreement; and [3] it does not "boycott energy companies," as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of the Agreement.

26. **Non-collusion.** CONTRACTOR represents and warrants that it has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration prohibited by law to any person as an inducement to obtain the Services to be provided to the TOWN under this Agreement.

27. **Non-discrimination.** To the extent required by law, CONTRACTOR and its Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. CONTRACTOR agrees to post, in conspicuous places, available to employees and applicants, notices setting forth the nondiscrimination policies as required by law.

28. **Governmental Immunities**. CONTRACTOR acknowledges and agrees TOWN is a political subdivision of the State of Texas, and CONTRACTOR is entering into this Agreement pursuant to its governmental functions and is immune from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, TOWN does not waive any of its immunities from suit or liability, except as expressly waived by statute under Texas Local Gov't Code Ch. 271.

29. **Notices.** For a notice or other communication under this Agreement to be valid, it must be in writing and delivered by email. A valid notice or other communication under this Agreement will be effective when received by the Party to which it is addressed. It will be deemed to have been received as follows:

    (a) if it is delivered by email, when the Party to which the email is addressed acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email; and if (b) the Party to which it is addressed rejects or otherwise refuses to accept it, or if (c) it

cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.

For a notice or other communication to a Party under this Agreement to be valid, it must be addressed using the information specified below for that Party or any other information specified by that Party in a valid notice.

To the TOWN: Town of Trophy Club Attn: Patrick Arata
Email: parata@trophyclub.org

To CONTRACTOR: netGenius, Inc.
Attn: Ben Singleton/Moeed Siddiqui
Email: ben@netgeniusinc.com/ moeed@netgeniusinc.com

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS HEREOF, TOWN and CONTRACTOR have executed this Agreement as of the date first written above.

TOWN OF TROPHY CLUB, TEXAS

By: _____

Print Name: Patrick Arata

Title: Interim Town Manager 8/10/23

NETGENIUS, INC.

By: _____

Print Name: BEN SINHUGEN

Title: President / Co-Founder

Exhibit A

CONTRACTOR agrees to perform the following Services at a monthly set fee of FIFTEEN THOUSAND NINE HUNDRED AND SIXTY DOLLARS ($15,960):

Contractor shall provide the following information technology support services to the Town of Trophy Club:

1. Organize help desk service calls efficiently and to ensure that there is no significant computer downtime during normal working hours, generally 8:00 AM to 5:00 PM, Monday through Friday. Help desk will also be available to Police and Fire Department Personnel for emergency support 24/7/365.

2. Professional help desk support services shall include, but are not limited to:

    a. Respond to telephone, in-person, and e-mail support requests from end-users and management;
    b. Provide on-site personnel one to two days per week, and/or upon request;
    c. Maintain user accounts in Active Directory (password resets, lockouts, group membership);
    d. Set up onboarding and offboarding employees with new programs, network, and e-mail accounts in Active Directory;
    e. Assist users with e-mail system problems;
    f. Administer, maintain, and troubleshoot Town print services and print devices;
    g. Troubleshoot, maintain, and repair existing PC workstations and related hardware;
    h. Set up, configure, and deploy new workstations;
    i. Install and configure software on PCs in compliance with established licensing agreements;
    j. Set-up permissions for employees on Town software;
    k. Provide users with technical assistance regarding the standard functionality of software applications;
    l. Provide annual training to staff including but not limited to cybersecurity, phishing, and any other relevant training to ensure the safety of the Town's information technology systems; and
    m. Assist users in retrieving and/or restoring deleted or misplaced files;

3. Professional general services shall include, but are not limited to:

    a. Provide expertise in emerging technologies and direct the Town's selection and use of comprehensive technologies;
    b. Be the central point of contact for all technology vendors, including Internet Service Provider (ISPs), telephone systems, and third-party software programs;
    c. Responsible for monitoring and managing Microsoft and third-party updates, monitoring our critical servers/firewalls 24/7, and quick remote resolutions of issues;
    d. Responsible for maintaining mission-critical systems, privacy, backup, and disaster recovery systems;
    e. IT standardization, asset, and inventory management with full system documentation;
    f. Maintain Town inventory schedule and suggest replacements for budgetary purposes;

g. Maintain all licensing and security, including anti-spam, firewall, and gateway security management;
h. Perform data systems, telecommunications, and enterprise technology needs assessments as applicable to the Town;
i. Development and management of policies and procedures for technology management; and
j. Provide maintenance and support of Town applications and administration of Town network.

4. Professional systems administration services shall include, but are not limited to:

a. Inspection and monitoring of systems logs for security, system, and application errors;
b. Monitor disk space usage and allocation throughout the server network;
c. Data backup system configuration, maintenance, scheduling, and back up verification;
d. Power systems maintenance and monitoring that support thenetwork infrastructure and server systems;
e. Manage IT security-risk and threat protection;
f. Install and configure software on network servers in compliance with established licensing agreements;
g. Routine updates on client-server software applications;
h. Monitor and maintain Local Area Network (LAN) infrastructure including, firewall, routers, switches, wireless routers, and cabling; and
i. Monitor and maintain the Town's telephone system.

5. Professional future services shall include, but are not limited to:

a. Discussion on Cloud vs. server management;
b. Cloud strategy and migration process for the remaining servers; and
c. Incident response plan.

6. Early Termination:

TOWN understands that the monthly fee for the services is based on their commitment to pay the full term of each agreement. Some upfront costs are spread over this term. TOWN also recognizes that it's hard to calculate CONTRACTOR's losses if this Agreement is ended early. Therefore, if the TOWN ends any Agreement early for any reason other than CONTRACTOR's breach of this Agreement, TOWN will pay all of the remaining monthly fees for the first year of the agreement.

TOWN OF
TROPHY CLUB

PURCHASE REQUISITION FORM

Requisition Number _____

Date : 10/1/2023 **Department** _____

Vendor (Name & Address)
Canon Solutions America, Inc

Delivery Address
1 Trophy Wood Drive
Trophy Club, TX 76262

Project# _____

Account Number	Description	Quantity	Unit Amount	Total Amount
01-640-67150	**Canon Copier Lease - Town Hall, PD & EMS**	12	1,159.87	$ 13,918.44
01-256-67150	**Canon Copier Lease - Fire**	12	153.88	$ 1,846.56
	10/1/2023 - 9/30/2024			
	Year 1 of 2 year lease			
Co-op info:	**OMNIA National 2023**			
			Total	**$ 15,765.00**

Budgeted? (Must Circle One) (Yes) or No **Explanation (if not budgeted:)** _____

Comments: **Fire/EMS scanner/copier/printer was not part of the original bid or budget process, their current solution is beyond repair, their current budget allows for this expense.**

April Duvall
Department Requestor:

Department Approval:

Finance:

Town Manager:

The Town of Trophy Club must have a completed Vendor Packet on file before a requisition can be accepted by the Finance Department.

TOWN OF TROPHY CLUB

MFP Budgetary Proposal

May 1st, 2023

Canon
CANON SOLUTIONS AMERICA

Agenda

- Why Canon Solutions America
- Equipment Configuration
- Budgetary Pricing Proposal

WHY CANON SOLUTIONS AMERICA – Financially Stable

- Ranked #1 in the Total A3 Copier/MFP Office Market 26 of the last 27 years
- Financially stable company with our own leasing arm, Canon Financial Services

WHY CANON SOLUTIONS AMERICA – Local Support

- Working with 16 State and Local Governments in DFW Metro. We understand Local Government very well!
- Local sales team dedicated to State and Local Governments document workflow processes.
- Local Distribution Center in Irving (of 12 in the US) – a huge benefit to our customers in DFW.
- Tech team dedicated to a 50-mile radius around DFW – with a customer satisfaction rating of over 95%!

City of Dallas

McKINNEY TEXAS Unique by nature.

The City of SACHSE

CITY OF WYLIE

FATE TX

BURLESON TEXAS

WHERE TEXAS HISTORY LIVES
GRANBURY

City of Alvarado

City of ALEDO

CITY OF Forest Hill
COMMUNITY DRIVEN

JUSTIN 1887

TOWN OF BARTONVILLE

DECATUR TX

HALTOM CITY

SAGINAW TEXAS

DWG

Johannes Lin – Primary Contact
Account Executive, Senior
State & Local Government
Cell 469-928-9918
Email jlin@csa.canon.com

Rodrick Byers
Manager, Major Account Sales
Office 214.257.7310
Email robyers@csa.canon.com

Philip Fleming
Director, Branch Sales
Office 682.213.1472
Email pfleming@csa.canon.com

WHY CANON SOLUTIONS AMERICA – Most Reliable Brand

- Many awards for imageRUNNER ADVANCE including Keypoint Intelligence Buyers Lab Inc.'s Most Reliable Brand (https://www.usa.canon.com/business/why-canon)

WHY CANON SOLUTIONS AMERICA – Service Tools & Support

imageWARE Remote

Confirmit.

e-support center

ClickSoftware
Making Service Click

DataAnalysisResourceTool

Cycle Clinic

Baxter
PLANNING SYSTEMS

ORACLE

Auto Toner Program

Canon
ASSOCIATION OF
ATSP
TECHNICAL SERVICE PROFESSIONALS

Content Delivery System (CDS)

SnapShot
UGW Device Viewer

HDI
CERTIFIED SUPPORT CENTER

INNOVATIVE TECHNOLOGY

IN 2022

#1 among Japanese companies
for the 18th straight year.

#5 overall in the U.S.

In 2022, Canon Inc. was once again ranked, for the 37th consecutive year, in the *TOP 5* in the U.S. for number of patents granted.

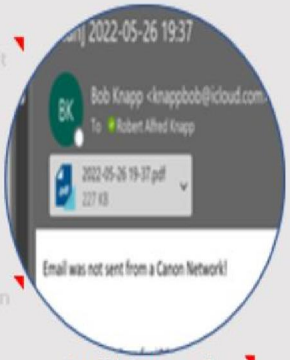
Source: *United States Patent and Trademark Office*

myCSA

SECURE ACCOUNT MANAGEMENT

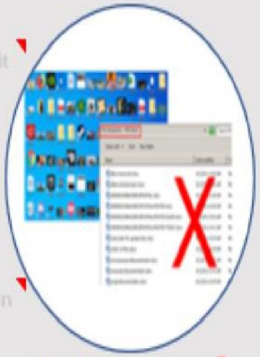
What Canon Solutions America Addresses

Inefficient and Unsecure Printing



Inefficient and Unsecure Scanning

Paper Based Archiving

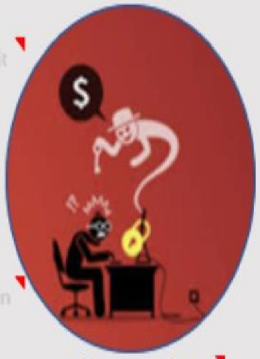


Disorganized and Inaccessible Data

Manual Repetitive Data Entry

Lack of Paperless Processes

Workflow Inefficiency



Cybersecurity Vulnerabilities

Unsecure Email

Cut backs to fight inflation reduces quality, customer satisfaction, and employee retention. **Innovation** lowers costs, improves quality, the customer experience, and employee retention

Proposed Solutions:

- **Canon IRA DXC5850i**: 50-PPM (Color & B&W), 3,250-Sheet Staple Finisher w/ 2/3-Hole Punch, Two 550-sheet Cassettes up to 12x18, One 2,450-sheet High-Capacity Cassettes 8.5x11, Fax, Scan Speed up to 270-ipm at 2-Sided, Built-in Data Security McAfee Embedded Control, and ESP Surge Protector.
  Note: This replaces Koycera TaskAlfa 5053ci (Admin)

- **Canon IRA DXC5840i:** 40-PPM (Color & B&W), 550-sheet Inner Finisher staples up to 50 sheets, Two 550-sheet Cassettes up to 12x18, One 2,450-sheet High-Capacity Cassettes 8.5x11, Fax, Scan Speed up to 270-ipm at 2-Sided, Built-in Data Security McAfee Embedded Control, and ESP Surge Protector.
  Note: This replaces Koycera TaskAlfa 5053ci (Police Dept.)

- **uniFlow: One**- uniFlow One Print and Scan **(Admin Dept.)** and One-uniFlow Image Processing: Scan-to-Laserfiche (Admin Dept.), Implementation Service and Training.

BUDGETARY PRICING PROPOSAL – Equipment Lease and Maintenance

- Includes 4,500 pages B&W (@ $0.005) and 9,000 pages Color (@ $0.038).
- Includes all parts, labor, and all supplies (Auto-Toner).
- Includes A $500-check to reimburse the returning two Kyocera copiers to the leasing company.
- **90-Day Deferred Lease: 7/1/23 – 9/30/27 (1st payment due on 10/01/23)**.
- Invoiced monthly by Canon Financial Services with one (1) invoice for both lease and service.
- Guaranteed FIXED lease and service rates for the duration of the lease term.
- Proposal via OMNIA National 2023.
- Includes delivery, installation, and training.

48-month Fair Market Value Lease $0 Down: $1,006 / month

THANK YOU!

Canon
CANON SOLUTIONS AMERICA

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TOWN OF TROPHY CLUB

Proposal for Fire Department

October 2nd, 2023

Canon
CANON SOLUTIONS AMERICA

Proposed Solutions for Fire Department:

- **Canon IRA DXC5840i:** 40-PPM (Color & B&W), 550-sheet Inner Finisher staples up to 50 sheets, One 550-sheet Cassette (8.5x11), One 550-sheet cassette (up to 12x18), One 2,450-sheet High-Capacity Cassette (8.5x11), Fax, Scan Speed up to 270-ipm at 2-Sided, Built-in Data Security McAfee Embedded Control, and ESP Surge Protector.

BUDGETARY PRICING PROPOSAL – Equipment Lease and Maintenance

- Includes 2,000 pages B&W (@ $0.005) and 2,000 pages Color (@ $0.038).
- Includes all parts, labor, and all supplies (Auto-Toner).
- Co-Term with Existing Lease.
- Invoiced monthly by Canon Financial Services with one (1) invoice for both lease and service.
- Guaranteed FIXED lease and service rates for the duration of the lease term.
- Proposal via OMNIA National 2023.
- Includes delivery, installation, and training.

48-Month Fair Market Value Lease $0 Down: $307.75 / month

THANK YOU!

Canon
CANON SOLUTIONS AMERICA

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TOWN OF
TROPHY CLUB

PURCHASE REQUISITION FORM

PO Number _____

Date : 10/2/2023

Department Communication

Vendor (Name & Address)
Civic Plus, LLC
302 South 4th Street, Suite 500
Manhattan, KS 66502

Delivery Address
1 Trophy Wood Drive
Trophy Club, TX 76262

Project# _____

Account Number	Description	Quantity	Unit Amount	Total Amount
16-370-60800	**Ultimate Department Header Annual Fee**	1	1,436.13	$ 1,436.13
16-370-60800	**Platinum Hosting & Security Annual Fee**	1	6,199.31	$ 6,199.31
16-370-60800	**Forms Encryption Annual Fee**	1	3,444.06	$ 3,444.06
16-370-60800	**Recurring Redseign Annual Fee Renewal**	1	6,424.41	$ 6,424.41
16-370-60800	**AudioEye Managed Annual Fee**	1	4,591.91	$ 4,591.91
16-370-60800	**Civic Engage Annual Fee**	1	410.07	$ 410.07
	Civic Rec Annual Software Licensing / Renewal	1	4,500.00	$ 4,500.00
	Civic Clerk - Annual Fee	1	17,752.95	$ 17,752.95
Co-op info:				
			Total	**$ 44,758.84**

Vendor Packet Updated_____

This PO covers all fees for the www.trophyclub.org website and addition of exploretrophyclub.org components. These costs come from HOT/Software and Support.
Comments

Requested by:

Approved by:

Finance Approved by:

The Town of Trophy Club must have a completed Vendor Packet on file before a requisition can be accepted by the Finance Department.

Invoice

#269469

10/1/2023

PO #

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

Bill To

Trophy Club
1 Trophy Wood Dr.
Trophy Club TX 76262

TOTAL DUE

$4,500.00

Due Date: 10/31/2023

Terms	Due Date	PO #	Approving Authority
Net 30	10/31/2023		

Qty	Item	Start Date	End Date
1	CivicRec annual software licensing.	10/1/2023	9/30/2024
1	CP Pay Annual Fee Renewal	10/1/2023	9/30/2024

Total	$4,500.00
Due	**$4,500.00**

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
JPMorgan Chase	CivicPlus LLC	910320636	021000021

CIVICPLUS
HELPING COMMUNITIES ENGAGE & INTERACT

RENEWAL ESTIMATE

DATE: October 4, 2023

REMITTANCE ADDRESS
(FOR PAYMENTS ONLY)
CivicPlus
PO Box 1572
Manhattan, KS 66505

Mailing Address:
CivicPlus
302 S 4th St
Manhattan, KS 66502

P 888-228-2233 ext 291
F 785-587-8951

Bill To:
Town of Trophy Club
1 Trophy Wood Dr.
Trophy Club, TX 76262

Renewal Dates: 6/27/2024- 6/26/2025

This estimate is provided to you as a best faith approximation of the annual fees for your next renewal period. It is subject to change based on contract amendments and any activity that occurs before the start of your next renewal period. A formal invoice will be sent per contractual terms.

Description	Qty	Amount
Ultimate Department Header Annual Fee: Visit	1.00	$ 1,436.13
Platinum Hosting & Security per domain (must be	1.00	$ 6,199.31
Forms Encryption Annual Fee (also requires Platinum Hosting	1.00	$ 3,444.06
CivicPlus Website Annual Fee for Hosting and Support.	1.00	$ 6,424.41
AudioEye Managed: https://www.trophyclub.org	1.00	$ 4,591.91
Annual Fee Renewal for SSL Certificate	1.00	$ 410.07
48 Month Redesign Ultimate Annual - CivicEngage Central	1.00	$ -
	TOTAL	**$ 22,505.89**

ESTIMATE

THANK YOU FOR YOUR BUSINESS!

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work

Quote #: Q-45678-1
Date: 6/29/2023 12:58 PM
Expires On: 9/30/2023

Client:
TROPHY CLUB, TEXAS

Bill To:
TROPHY CLUB, TEXAS

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Eric Petersen	x	eric.petersen@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	CivicClerk Annual Fee	CivicClerk Annual Fee - Agenda and Minutes Management	Renewable
1.00	Agenda & Meeting Management Select Premium Implementation Package	Premium Implementation Package – Up to # of Boards	
1.00	CivicClerk Premium Configuration	CivicClerk Premium Configuration	One-time
1.00	CivicClerk Custom Template Design	CivicClerk Custom Template Set - includes 2 Agenda templates, 1 Item Report template, 1 Minutes template, 1 Agenda Script template	One-time
2.00	CivicClerk Consulting (1h, virtual)	1 hour Virtual Consulting	One-time
1.00	CivicClerk Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	One-time
1.00	CivicClerk Media Implementation	CivicClerk Media Implementation Fee	One-time
1.00	CivicClerk Media Annual Fee	Unlimited storage, unlimited users, up to 3 concurrent streams	Renewable
1.00	CivicClerk Custom Media Implementation	Media Implementation	One-time
1.00	Live Meeting Manager Annual Fee	CivicClerk Live Meeting Manager Annual Fee - Live Meeting, Electronic Voting, Display Pages	Renewable
1.00	CivicClerk Boards and Committees Module	CivicClerk Boards and Committees Module	Renewable
1.00	CivicClerk Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable

~~List Price - Year 1 Total~~	~~USD 23,068.41~~
Total Investment - Initial Term	USD 17,752.95
Annual Recurring Services - Year 2	USD 14,410.22

Initial Term & Renewal Date	Beginning at signing and ending 9/30/2024. Renewal Date of October 1 of each calendar year.
Initial Term Invoice Schedule	$4,890.00 invoiced at signing, and $12,862.95 invoiced on October 1, 2023.
Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Renewal Invoice Schedule	Annually on Renewal Date
Annual Uplift	3% starting in Year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at https://www.civicplus.help/hc/en-us/p/legal-stuff (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

Authorized Client Signature

By: _____

Name: Patrick Arata

Title: Interim Town Manager

Date: 7/26/2023

CivicPlus

By: _____

Name: Amy Vikander

Title: Senior VP of Customer Service

Date: 7/27/2023

Organization Legal Name:
Town of Trophy Club

Billing Contact:
Debra Emond

Title:
Accounting Analyst

Billing Phone Number:
682-237-2913

Billing Email:
finance@trophyclub.org

Billing Address:

1 Trophy Wood Drive

Trophy Club, TX 76262

Mailing Address: (If different from above)

Same as above

PO Number: (Info needed on Invoice (PO or Job#) if required)

Addendum to Agreement for Services Between the Town of Trophy Club and CivicPlus, LLC

This Addendum to Agreement for Services (the "Addendum") is attached to and hereby made a part of the Statement of Work ("SOW") dated June 29, 2023, the Master Services Agreement (the "Agreement"), and the applicable Solution and Services Terms and Conditions (collectively, the "Binding Terms") between the Town of Trophy Club, a Texas home-rule municipal corporation located in Denton County, Texas ("Town" or "Customer"), and CivicPlus, LLC ("CivicPlus").

1. Texas Public Information Act. Notwithstanding any other provision to the contrary in the Binding Terms, all information, documents, and communications relating to the Binding Terms shall be subject to the Texas Public Information Act ("Act") and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Act.

2. Indemnity by Town. Customer is a Texas home-rule municipality operating in the exercise of its governmental functions. Accordingly, any and all provisions, terms, or conditions in the Binding Terms requiring Customer to defend or indemnify CivicPlus or any third-party from any and all costs, liabilities, penalties, sanctions, fines, or any other claims whatsoever, are void and of no effect to the extent they may obligate the Town to create an unconstitutional debt, and shall be construed as against public policy in accordance with the Texas Constitution and the laws of the State of Texas. Customer shall not be required to fund any obligations under the Binding Terms by the creation of a sinking fund.

3. Gift to Public Servant. Customer may terminate the Binding Terms immediately if CivicPlus has offered, or agreed to confer any benefit upon a Town employee or official that the Town employee or official is prohibited by law from accepting.

4. Governing Law and Venue. The Binding Terms shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas, or of any other state or country. The obligations of the parties to the Binding Terms shall be performable in Denton County, Texas, and if legal action is necessary in connection with or to enforce rights under the Binding Terms, exclusive venue shall lie in Denton County, Texas.

5. Legal Construction. In case any one or more of the provisions contained in the Binding Terms shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Binding Terms, and the Binding Terms shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in the Binding Terms.

6. Counterparts. The Binding Terms may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

7. Captions. The captions to the various clauses of the Binding Terms are for informational purposes only and shall not alter the substance of the terms and conditions of the Binding Terms.

8. Governmental Function(s) and Immunity.

A. Immunity retained. The Customer and CivicPlus hereby acknowledge and agree that Customer is entering into the Agreement in the performance of and pursuant to its governmental functions for the health, safety, and welfare of the citizens of the Town, the general public, and the State of Texas, and nothing contained in the Binding Terms shall be construed as constituting a waiver of the Customer's governmental immunity from suit or liability, which is expressly reserved to the fullest extent allowed by law.

B. Limited Waiver of Immunity. Notwithstanding any other provision to the contrary in the Binding Terms, the Customer and CivicPlus hereby acknowledge and agree that to the extent the Binding Terms are subject to the provisions of Subchapter I of Chapter 271, Texas Local Gov't Code, as amended, the Customer's immunity from suit is waived only as set forth in Subchapter I of Chapter 271, Texas Local Gov't Code.

C. Rights Retained. The Town expressly reserves its legislative and municipal police power in accordance with the laws of the state of Texas. Any provision, term, or condition in the Binding Terms requiring the Town to waive its rights under the Texas or Federal Constitution, or under any foreign law(s), or limiting the claims or remedies available to the Town, or requiring settlement of claims through binding mediation or arbitration are void and shall be given no effect.

9. Waiver of Attorney's Fees. The parties expressly covenant and agree that in the event of any litigation arising between the parties relating to the Binding Terms, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorneys' fees regardless of the outcome of the litigation.

10. Controlling Document. In the event any term, condition, or provision of this Addendum conflicts with any term, condition, or provision of the Binding Terms, the terms, conditions, and provisions of this Addendum shall supersede and control the terms, conditions, and provisions of the Binding Terms.

11. Additional Verifications. To the extent required by Texas law, CivicPlus verifies that: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the contract discriminate against a firearm entity or firearm trade association; (2) It does not "boycott Israel" as that term is defined in Texas Government Code Ch. 2271 and § 808.001 and it will not boycott Israel during the term of the Agreement; and (3) It does not "boycott energy companies," as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of the Agreement.

12. Ethics Disclosure. To the extent required by law, CivicPlus represents that it has completed a Texas Ethics Commission (the "TEC") form 1295 ("Form 1295") generated by the TEC's electronic filing application in accordance with the provisions of Texas Gov't Code Ch. 2252.908 and the rules promulgated by the TEC. The parties agree that, with the exception of the information identifying the Town and the contract identification number, the Town is not responsible for the information

contained in the Form 1295. The information contained in the Form 1295 has been provided solely by CivicPlus and the Town has not verified such information.

13. Prompt Payment Act. Customer shall pay CivicPlus the amounts due in accordance with the Texas Prompt Payment Act, Texas Gov't Code Ch. 2251, and Customer shall be entitled to an offset or proration of service charges for a full calendar day if the services are unavailable to the Customer for a cumulative duration of at least four (4) hours during that calendar day. Despite any other provision to the contrary in the Binding Terms, interest, collections, and penalties related to overdue payment shall be governed by Subchapter B of Texas Gov't Code Ch. 2251.

14. Tax Exempt; Annual Appropriations. Customer is tax exempt and shall not be subject to or pay for any charges for taxes under the Binding Terms. All payments by the Town under the Binding Terms, including any provision in the Binding Terms relating to penalties, overages, interest, collections, or any other additional costs, shall be subject to and conditioned upon the annual appropriation of public funding budgeted for the specific purposes of the Binding Terms in accordance with the Town Charter and Texas law. The Town shall make a good faith effort to appropriate funds in accordance with Texas law; however, in the event funds are not appropriated, the Binding Terms shall automatically terminate without regard for any renewal or other notice requirements in the Binding Terms.

EXECUTED to be effective on the date of signature of the SOW by Customer and CivicPlus.

CIVICPLUS, LLC
("CivicPlus"):

By: _____

Date: 7/27/2023

THE TOWN OF TROPHY CLUB, TEXAS
("Town" or "Customer"):

By: _____

Date: 7/26/2023

TOWN OF
TROPHY CLUB

PURCHASE REQUISITION FORM

Requisition Number _____

Date : 9/26/2023

Department Parks & Rec

Vendor (Name & Address)
Yellowstone Landscape
PO Box 205742
Dallas, Texas 75320

Delivery Address
1 Trophy Wood Drive
Trophy Club, TX 76262

Project# _____

Account Number	Description	Quantity	Unit Amount	Total Amount
01-400-67000	Annual Contract for Mowing Services RFP Year 2	1	49,035.80	$ 49,035.80
01-400-67000	Misc. man hours for landscaping	1	10,000.00	$ 10,000.00
Co-op info:	RFP Contract			
			Total	**$ 59,035.80**

Budgeted? (Must Circle One) (Yes) **or No** **Explanation (if not budgeted:)** _____

Comments: Blanket PO; 0% First Additional Year Escalation Percentage

Daniel Wilson
Department Requestor: Daniel Wilson

Department Approval:

Finance:

Town Manager:

The Town of Trophy Club must have a completed Vendor Packet on file before a requisition can be accepted by the Finance Department.

TROPHY CLUB

INVITATION TO BID
ANNUAL CONTRACT FOR MOWING SERVICES
TROPHY CLUB, TEXAS

IMPORTANT DATES:

Invitation to Bid Issue Date:	**Friday, June 17, 2022**
Invitation to Bid Publication Dates:	**June 17, 2022 & July 1, 2022**
Questions Deadline:	**Friday, July 1, 2022 @ 10:00 AM CST**
Bid Due Date and Time:	**Monday, July 18, 2022 @ 4:00 PM CST**
Public Opening Time:	**Thursday, July 21, 2022 @ 10:00 AM**
CST Anticipated Contract Effective Date:	**October 3, 2022**

Sealed bids for the materials or services specified will be received by the Town of Trophy Club until the date and time as indicated above.

Electronic submittals must include all required information and attachments, with required signatures. All response documents must be uploaded and included with your submittal to be considered.

Bid Contact:
Tony Jaramillo Director of Parks and Recreation
tjaramillo@trophyclub.org
(682) 237-2923

Additional instructions for preparing a response are provided within. All bids must be submitted on the attached Bid Proposal.

Requests for additional information should be made no later than the questions deadline above and shall be directed to tjaramillo@trophyclub.org *All requests must be made in writing. Oral explanations will not be binding.*

Any interpretations, corrections, clarifications, or changes to this Invitation to Bid or specifications will be made by addenda. Addenda will be posted at www.trophyclub.org It is the responsibility of the bidder to monitor the website for addenda. Bidders shall acknowledge receipt of all addenda by submitting a signed copy with their bid.

The Town of Trophy Club reserves the right to reject all bids and to waive defects in bids. No officer or employee of the Town of Trophy Club shall have a financial interest, direct or indirect, in this or any contract with the Town of Trophy Club. Minority and small business vendors are encouraged to submit a bid on all Town of Trophy Club projects.

The Town appreciates your time and effort in preparing a response. ***Please note that bids must be received by the due date and time shown above.*** Bids received later than the date and time above will not be considered. The Town does not accept oral, telephone, or faxed bids. Bids submitted orally, by phone, email or fax will be disqualified and will not be considered in the evaluation process. Bids will be accepted only if submitted online through Bonfire. The Town will not be responsible for, or consider missing, lost, or late submissions.

TOWN OF TROPHY CLUB
ANNUAL CONTRACT FOR MOWING SERVICES

1. INTRODUCTION

The Town of Trophy Club (Town) is requesting bids for an annual contract for mowing services for the Trophy Club Parks and Recreation Department as described in the following bid specifications. The successful bidder shall execute a contract to furnish all equipment, materials, supplies, labor, permits, insurance, and licenses as necessary to provide goods/services in accordance with the instructions, specifications, terms, and conditions set forth in this bid. It is the intent of the Town to select one provider for the aforementioned goods/services, however, more than one provider may be selected at the discretion of the Town for various area(s). The successful bidder(s) will be considered the sole point of contact regarding contractual matters, including payment of all charges resulting from the contract.

The successful bidder(s) will be awarded a contract effective from date of award or notice to proceed as determined by the Town; and will expire at midnight, September 30, 2023, unless earlier terminated by either party. The term of awarded contract shall remain in effect for twelve months from the commencement date determined by the Town and is eligible for up to four (4) one (1) year annual renewals. At the Town's option and approval by the Contractor, the contract may be renewed for five additional one (1) year periods, if agreed upon in writing by both parties. Bid prices will remain firm for the entire contract period.

If the Town exercises the right to renew the contract, the awarded vendor shall update and submit any legal documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These documents, if applicable, may include, but are not limited to, Insurance Certificates and Performance Bonds and must be in force for the full period of the option. If the updated documents are not submitted by the awarded vendor(s) in complete form within the time specified, the Town will rescind its option and seek a new bid solicitation.

2. SPECIFICATIONS/SCOPE OF SERVICES

Bidder shall comply with all requirements herein. Exceptions or deviations from the specifications shall be noted on the Submittal Exception Form.

A. Contractor Responsibilities

Contractor shall perform the services in accordance with the performance standards and shall:

1. Maintain proper and verifiable insurance as outlined in the Town's insurance requirements
2. Maintain proper and verifiable licenses and certifications
3. Adhere to all Federal, State and Local laws and regulations always
4. Perform the services and operate in an environmentally sound way as not to create damage or cause exposure by virtue of negligence or omission

B. General Standards and Procedures

1. It is understood and agreed that the Contractor shall not assign, sublet, or transfer any of the rights and duties under the terms of this agreement without the prior approval of the Town. The Town shall not pay for travel time.
2. The Contractor shall employ only such superintendents, supervisors, and workers who are careful, competent and fully qualified to perform the duties or tasks assigned to them and shall secure the summary dismissal of any person or persons employed by the Contractor in or about or on the work who shall misconduct him/herself or be otherwise objectionable or neglectful in the proper performance of his or her duties or who neglects or refuses to comply with or carry out the directions of the Contractor.

3. Contractor shall hire capable employees, qualified in mowing and maintenance work. The Contractor shall initially staff with trained and experienced personnel. A fully qualified force shall be on board at the beginning of the Contract performance and shall be maintained throughout the period of this contract. The Contractor shall provide close and continuing first-line supervision of its employees.

4. The Contractor and/or the Contractor's employees will assume complete responsibility for any claim of property damage or bodily injury, which may directly or indirectly arise from the employee's performance under the terms of this agreement. The Contractor's employees will hold harmless, release, and defend the Town from all claims of liability that directly or indirectly arise under the terms of this agreement.

5. At Contractor's own cost and expense, Contractor shall comply with all laws, ordinances, rules, and regulations of the federal, state, and local and OSHA authorities and departments relating to or affecting the work hereunder, and shall secure and obtain all permits, licenses, certifications, and consents as may be necessary in connection therewith.

6. The Contractor shall not recover from the Town of Trophy Club the cost for damaged equipment, including broken blades, punctured tires, or any other damaged equipment, because of mowing/maintenance assignments regardless of the condition of the property.

7. Contractor shall provide all equipment, labor, and material necessary to perform the required service. No equipment, material or personnel shall be provided by the Town of Trophy Club.

8. The Town's payment terms are net 30 days. The contract pricing will not adjust to inflation of prices during the term of the agreement.

9. Invoices for service shall contain at least the following information:
   - Service Date
   - Description of Services and Material provided
   - Total Amount

10. The Town reserves the right to add locations at the same prices proposed.

C. Scope of Work

Breakdown	Qty.	Group
Mowing, edging, weed eating, and debris removal (blowers)		
The Highlands Semi-Rough-Cut Mowing	36	One
Irrigated Common Areas Semi-Rough-Cut Mowing	36	Two
Non-Irrigated Common Areas Bi-Weekly Landscape Services	18	Three
Non-Irrigated Common Areas Rough Cut Mowing	18	Four
Brush Hog Mowing	10	Five
Trophy Club Park	10	Six

TOWN OF TROPHY CLUB
ANNUAL CONTRACT FOR MOWING SERVICES

All work during the growing season will be required to be performed weekly at each location as indicated on the attached Exhibits. It will be assumed that the mowing season will be nine months long (excluding the months of December, January, and February). During the early and late mowing seasons, mowing maintenance will be biweekly (every other week) until it is necessary to begin weekly mowing again. The beginning/ending of and frequency of mowing will be determined by the Town of Trophy Club.

All areas are to be mowed at a minimum of 1.5" March - June and a maximum of 2.5" July through October, edged at all pavement and sidewalk surfaces, weeds trimmed around all shrubs, poles, trees, and all clippings blown/removed from paved surfaces, etc., weekly/ or as needed. When mowing and edging around game fields, clippings must be kept out of game fields. All litter removal prior to mowing will be performed by the contractor as well to prevent further scattering caused by the mowers. Weather/growth conditions may cause the cancellation of a mowing cycle, as determined solely by the Parks and Recreation Director or his designee. The Parks and Recreation Director and his designee have the sole decision as to whether the weather/soil/turf conditions are appropriate for maintenance. Contractor must contact the Parks and Recreation Director or his designee within 24 hours if Contractor was not able to perform maintenance services because of inclement weather and shall reschedule a time and date within seven days to perform said services.

All work shall be performed Monday – Friday only. Work will not be allowed on Saturday – Sunday without prior permission or a request (weekend operations) from the Parks and Recreation Director or his designee. During term of Contract, Contractor must provide to the Parks and Recreation Director and his designee a working telephone number. The telephone must be answered during normal working hours. The Contractor must also supply a cell phone number to the on-site supervisor to allow contact and coordination between Town employees as needed. Site inspections and meetings may be sporadically requested by the Parks and Recreation Director or his designee, however, may become regular if Contractor is not meeting the Town's expectations. If deficiencies are cited, the Contractor must correct them within 48 hours. Failure to do so may result in termination of contract.

Contractor may not sell, sublet, or otherwise assign any interest in this agreement to others without written consent of Town of Trophy Club. Town reserves the right to reject subcontractors retained by contractor to provide services under this agreement.

Anytime the Contractor is performing work for the Town the Contractor will be required to have an employee on-site that will be able to communicate effectively in English as needed with Town staff. Contractor and employees will be always courteous to the public while at the work site. Conflicts, or potential conflicts between required work and public use of location, should be reported to the Parks and Recreation Director or designee. Contractor will operate as an independent contractor and not as an agent, representative, partner, or employee of the Town of Trophy Club, and shall control its operation at the work site and be solely responsible for the acts or omissions of its employees.

The Contractors employees shall report to work in uniforms, including shirt and pants. Uniforms worn by employees shall indicate Contractor's name in a manner clearly identifiable to the public. Employees shall always wear a shirt.

Semi-Rough-Cut Mowing: This style of mowing service shall consist of the following:
The estimated frequency between the start of each cycle is seven (7) days for areas scheduled at 36 cycles per year.
All visible debris including litter shall be removed prior to mowing.
Contractor shall not mow when area is too wet to prevent turf damage or create ruts.
Straight Level Cut.
No visible piles of thatch or clippings left behind. All visible piles of thatch or clippings shall be collected or disposed of by vendor. If services cannot be performed due to rain or other circumstances, multiple passes may be made at the Town's discretion and additional cost.
All sidewalks, edges, boarders, fences, and tree areas shall be line trimmed or stick edged as required.
Mowing and trimming around trees must be done with caution as to avoid any damage to tree trunk.
Vendor must immediately notify Town contact of any debris removal issues identified during mowing services which obstruct vendor's ability to perform required services.
All areas serviced shall be free of any related debris following services.
Grass height shall be as determined by Town based on Town requirements.
Vendor shall immediately notify Town contact of any mowing related issues they encounter during mowing services.

Rough Cut Mowing: This style of mowing service shall consist of the following:
All visible debris picked up prior to mowing.
Vendor shall not mow when area is too wet to prevent turf damage or create ruts.
If services cannot be performed due to rain or other circumstances, multiple passes may be made at the Town's discretion and additional cost.
All areas shall not exceed a maximum vegetation height of five (5) inches. This will include open area, fence line, trees, hydrants, utility easement, etc.... Please refer to individual maps included in Attachment A
All sidewalks, edges, boarders, fences, ditch lines and tree areas shall be line trimmed or stick edged as required to maintain maximum allowable vegetation height. Please see "Attachment A" for locations.
Mowing and trimming around trees must be done with caution as to avoid any damage to tree trunk.
Vendor must immediately notify Town contact of any debris removal issues identified during mowing services which obstruct vendor's ability to perform required services.
All areas serviced shall be free of any related debris following services.
Grass height shall be as determined by Town based on Town requirements.
Vendor shall immediately notify Town contact of any mowing related issues they encounter during mowing services.

Brush Hog Mowing: These mowing services shall consist of the following:
All visible debris picked up prior to mowing.
Vendor shall not mow when area is too wet to prevent turf damage or create ruts.
Minimal thatch and clippings may be left behind.
All areas shall not exceed a maximum vegetation height of twelve (12") inches. This will include open areas, fence lines, trees, hydrants, etc.
If services cannot be performed due to rain or other circumstances, multiple passes may be made at the Town's discretion and additional cost.
All edges, boarders, fences, and tree areas shall be line trimmed as required.
Mowing and trimming around trees must be done with caution as to avoid any damage to tree trunk.
Vendor must immediately notify Town contact of any debris removal issues identified during mowing services which obstruct vendor's ability to perform required services.
All areas serviced shall be free of any related debris following services.
Vendor shall immediately notify Town contact of any mowing related issues they encounter during mowing services.

Hourly Rate: To consist of the following:
Hourly rate will be based on a per 1 worker charge
4-hour minimums
Services to include miscellaneous landscaping services (i.e., Mowing, weeding beds, trimming shrubs, color installation, etc.)

D. Exhibit
Exhibit A: Town of Trophy Club Landscape Services Contract Maps

TROPHY CLUB

GENERAL INFORMATION
INSURANCE REQUIREMENTS
STANDARD TERMS & CONDITIONS

TOWN OF TROPHY CLUB
ANNUAL CONTRACT FOR MOWING SERVICES

A. GENERAL INFORMATION

1. **Confidentiality:** After sealed bids have been opened, bids are open for public viewing upon request. If the proposal contains trade secrets or confidential information, the Respondent must specifically list that portion as confidential. All other parts of the proposal are open for public viewing upon request. At no time will confidential information, as noted by the Company, be released, unless ordered by a court or the Attorney General.

2. **Bid Preparation Cost:** All costs associated with the preparation of the bid will be borne by the bidder.

3. **Withdrawal of Bid:** Bids may be withdrawn prior to the closing time for bids if the request is submitted in writing by an authorized representative. Thereafter, all bids shall remain open and valid for a period of 90 days.

4. **Authorized Signature:** All bid forms must be signed by persons who have the legal authority to bind the company to enter into an agreement with the Town.

5. **Conflicts:** To the extent any portion of this section conflicts with the Standard Terms and Conditions, the provisions of this section shall be controlling.

6. **Insurance**

   A. It is highly recommended that Respondents confer with their respective insurance carriers or brokers to determine in advance of Proposal submission the availability of insurance certificates and endorsements as prescribed and provided herein. If a Respondent fails to comply strictly with the insurance requirements, that Respondent may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful respondent shall have a duty to maintain throughout the course of this contract.

   B. Respondent may, upon written request to the Town's Human Resources Department, ask for clarification of any insurance requirements at any time; however, Respondents are strongly advised to make such requests prior to proposal opening, since the insurance requirements may not be modified or waived after proposal opening unless a written exception has been submitted with the bid.

   C. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required to the Town as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the Town. Failure to provide the required Certificate of Insurance may subject the proposal to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the Town whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

   D. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the Town of Trophy Club.

7. **Insurance Requirements**

   Vendors/Contractors shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the vendor. A certificate of insurance meeting all requirements and provisions shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration. The Contractor shall not start work under this contract until the Contractor has obtained at his own expense all the insurance called for hereunder and such insurance has been approved by the Town. Approval of insurance required of the Contractor for the Town of Trophy Club will be granted only after submission to the Town of original, signed certificates of insurance or, alternately, at the Town's request, certified copies of the required insurance policies.

TOWN OF TROPHY CLUB
ANNUAL CONTRACT FOR MOWING SERVICES

A. **Minimum Scope of Insurance:** Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only. "claims made" forms are unacceptable. Policy must include coverage for:

a. Premises/Operations

b. Broad Form Contractual Liability

c. Products and Completed Operations

d. Personal Injury

e. Broad Form Property Damage

f. Independent Contractors

2. Workers Compensation Insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance. Worker's Compensation /Employers' Liability Insurance is only required if contractor/vendor will use their own employees for the provision of General or Professional services under the contract

3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under the contract.

4. Professional Liability, also known as Errors and Omissions Coverage. Professional Liability is only required for Professional Services contracts.

B. **Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention in excess of $10,000 must be declared to and approved by the Town.

C. **Other Insurance Provisions:** The policies are to contain or be endorsed to contain the following provisions.

1. General Liability and Automobile Liability Coverage:

a. The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the vendor/contractor, products and completed operations of the vendor, premises owned, occupied, or used by the vendor/contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees, or volunteers.

b. The vendor/contractor insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees, or volunteers shall be more than the vendor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards, and commissions or volunteers.

d. The vendor/contractor insurance shall apply separately to each insured against whom the claim is made, or suit is brought, except to the limits of the insured's limit of liability.

2. Workers Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees, and volunteers for losses arising from work performed by the vendor for the Town.

3. All Coverage: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the Town. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the vendor/contractor shall provide at least thirty (30) days prior written notice to the Town of any cancellation, non-renewal and/or material changes to any of the policies of insurance. Failure to provide notification shall be deemed a default and/or breach of contract.

4. The Town may request different limits of coverage depending on the scope or cost of the project.

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

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

F. **Insurance Waiver Request.** Vendors/contractors requesting a waiver of the minimum limits of insurance identified in section 1.1.B must submit the request in writing. Please note, commercial general liability cannot be waived. Requests to waive other coverage requirements will be considered in the bid evaluation process. The vendor/contractor must also complete, sign, and return the Release Agreement form to the Purchasing Office prior to authorization to perform services for the Town.

1.1 GENERAL SERVICES REQUIREMENTS

A. **Definition:** General Services are defined as services performed on Town property, including but not limited to: Installation, Landscape, Maintenance, Custodial, Electrical, Painting, Welding, Plumbing, Transportation, Street Sweeping, Fireworks, Moving, Concessions, etc.

B. **Minimum Limits of Insurance:**

1. Commercial General Liability: $500,000 per occurrence / $2,000,000 in the aggregate for third party bodily injury, personal injury, and property damage. Policy must include coverage listed in Section 1.A.1.

5. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of $100,000 each accident, $300,000 Disease - Policy Limit, and $100,000 Disease – Each Employee. Worker's Compensation /Employers' Liability insurance is only required if contractor/vendor will use their own employees for the provision of services under the contract.

2. Automobile Liability: $500,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired, and non-owned autos. Automobile Liability is only required if vehicle(s) will be used under the contract.

TOWN OF TROPHY CLUB
ANNUAL CONTRACT FOR MOWING SERVICES

STANDARD TERMS AND CONDITIONS

The terms and conditions set forth in this request for proposal shall be incorporated into and be a part of any proposal submitted to the Town of Trophy Club for the goods and/or services specified. No other terms and conditions shall apply unless approved in writing by the Town of Trophy Club, Texas.

1. **ADDENDA:** Any interpretations, corrections, or changes to this Invitation to Bid or specifications will be made by addenda. Sole issuing authority of addenda shall be vest in the Town of Trophy Club Purchasing Agent. Addenda will be posted at www.trophyclub.org It is the responsibility of the Bidder to check the Town's website for addenda. Bidders shall acknowledge receipt of all addenda by submitting a signed copy with their bid.

2. **ADVERTISING:** The successful bidder shall not advertise or publish, without the Town's prior approval, the fact that the Town has entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State, or local government.

3. **ALTERING PROPOSALS:** Proposals cannot be altered or amended after submission deadline. The signer of the proposal, guaranteeing authenticity, must initial any interlineations, alterations or erasures made before opening time.

4. **ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey the awarded contract, in whole or in part, without the prior written consent of the Town.

5. **AWARD:** The Town reserves the right to award by line item, section, or by entire bid; whichever is most advantageous to the Town, unless denied by the bidder.

6. **BRAND NAME, CATALOG OR MANUFACTURER'S REFERENCE:** Any reference to brand name, catalog or manufacturer's reference is used to be descriptive, not restrictive, and is indicative of the type and quality the Town desires to purchase. Bids on similar items of like quality may be considered if the bid is noted and fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed the bidder is bidding exact item specified. Successful bidder will not be allowed to make unauthorized substitutions after award.

7. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The Town of Trophy Club's Purchasing Agent will make all change orders to the contract in writing as allowed by law.

8. **COMMUNICATION:** The successful bidder shall direct all contact with the Town through the Contract Administrator identified in the Contract. The Bidder will not directly respond to, make inquiries of, survey or solicit information from, or otherwise interact with any departments, divisions, employees, or agents of the Town unless specifically approved, or requested by the Contract Administrator.

9. **COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION:** Pursuant to Texas Government Code Chapter 2252, Subchapter F, Seller affirms that it is it not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

10. **CONFLICT OF INTEREST:** In compliance with Local Government Code §176.006, all vendors shall file a completed Conflict of Interest Questionnaire with the Town's Purchasing Office.

11. **CONTRACT ADMINISTRATOR:** Under the contract, the Town may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection, and delivery. If appointed, the administrator will serve as liaison between the Town and the successful contractor.

12. **CONTRACT ENFORCEMENT:**
    A. The Town reserves the right to enforce the performance of any contract that results from an award of this Invitation to Bid. Enforcement shall be in any manner prescribed by law or deemed to be in the best interest of the Town in the event of breach or default of the contract. Breach of contract or default authorizes the Town to make an award to another bidder, purchase the service elsewhere and to charge the full increase in cost and handling to the defaulting contractor. Additionally, the Town will remove the defaulting contractor from the Town's list of approved vendors for a period of two years.

    B. Bidders who submit proposals for this service agree that the Town shall not be liable to prosecution for damages if the Town declares the successful contractor in default.

    C. Any notice provided by this Invitation to Bid (or required by law) to be given to the successful Bidder by the Town shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail at the Town of Trophy Club, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the successful Bidder at the address provided in the bid proposal; this shall not prevent the giving of actual notice in any other manner.

    D. The successful Bidder and the Town agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code (UCC). In case of a conflict between the terms of this Bid and the UCC, the Bid will control.

13. **DELIVERY:**
   A. Delivery date is important to the Town and may be required to be a part of each bid. The Town considers delivery time to be that period elapsing from the time the individual order is placed until that order is received by the Town at the specified delivery location. The delivery date indicates a guaranteed delivery to the Town of Trophy Club. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future Town orders.

   B. The Town may reject and refuse any delivery, which falls below the quality designated in the specifications. The cost of return and/or replacement will be at the Bidder's expense.

   C. The Town reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Bidder fails to furnish the materials by the guaranteed date, the Town reserves the right to cancel the order without liability on its part. Pricing shall include all charges for freight, F.O.B. inside to specified delivery location.

   D. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Purchasing Agent, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the Town of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

14. **ETHICS:** The Bidder shall not offer or accept gifts or anything of value nor enter any business arrangement with any employee, official, or agent of the Town except in accordance with Town Policy.

15. **EXCEPTIONS/SUBSTITUTIONS:** All proposals meeting the intent of this Bid will be considered for award. Bidders taking exception to the instructions, specifications, terms, and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of their bid. The absence of such a list shall indicate that the Bidder has not taken exceptions and shall hold the Bidder responsible to perform in strict accordance with the instructions, specifications, terms, and conditions of the invitation. The Town of Trophy Club reserves the right to accept all or none of the exception(s)/substitution(s) deemed to be in the best interest of the Town.

16. **FELONY CRIMINAL CONVICTIONS:** The Bidder represents and warrants that neither the Bidder nor the Bidder's employees have been convicted of a felony criminal offense, or under investigation of such charge, or that, if such a conviction has occurred, the Bidder has fully advised the Town as to the facts and circumstances surrounding the conviction.

17. **FORCE MAJEURE:** *Force majeure* is defined as an act of God, war, strike, fire, or explosion. Neither the successful Bidder nor the Town is liable for delays or failures of performance due to *force majeure*. Each party must inform the other in writing with proof of receipt within three (3) business days of the occurrence of an event of *force majeure*.

18. **INDEMNITY AGREEMENT:** The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the Town, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of this Contract, or the breach of any express or implied warranties under this Contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the Contractor, its officers, agents, and employees. It is the expressed intention of the parties hereto, both Contractor and the Town, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the Town from the consequence of (i) the Contractor's own negligence where that negligence is the cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit, and liability where in injury, death or damage results from the negligence of the Town. In the event any action or proceeding is brought against the Town by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the Town. The indemnity provided for herein shall survive the termination or expiration of this Contract.

19. **INVOICES:** Each invoice shall be fully documented as to the Contractor's/vendor's name and address, receiving department's name and address, labor, materials, and equipment provided, if applicable, and must reference the Town of Trophy Club purchase order number to be processed. No payments shall be made on invoices not listing a purchase order number. Invoices shall be mailed directly to the Town of Trophy Club Attention: Finance Department, 1 Trophy Wood Drive Trophy Club, Texas 76262.

20. **LATE SUBMITTALS:** The Town will reject late proposals. The Town is not responsible for lateness or non-delivery of mail, carrier, etc. and the date/time stamp in the Purchasing Office shall be the official time of receipt. The Bidder is responsible for ensuring that packets are delivered to the Parks and Recreation Office. Bidders may confirm receipt of packets by contacting Debra Emond, Senior Administrative Assistant at 682-237-2800.

21. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENT:** A prospective respondent must affirmatively demonstrate respondent's financial responsibility. A prospective respondent must meet the following requirements:

   A. Have adequate financial resources or the ability to obtain such resources.
   B. Be able to comply with the instructions, specifications, terms, and conditions.
   C. Have a satisfactory record of performance.
   D. Have a satisfactory record of integrity and ethics.
   E. Not be on the State of Texas debarred vendor list or on the Federal Excluded Parties List.

22. **NO BOYCOTT OF ISRAEL:** Pursuant to Texas Government Code Chapter 2270, the successful Bidder agrees that acceptance of these Terms & Conditions serves as written verification that Contractor: (i) either meets an exemption criterion under Section 2270.002; or it does (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the contract. This requirement does not apply to sole proprietorships, companies with fewer than ten employees; or contracts that are less than $100,000.00.

23. **NON-APPROPRIATION CLAUSE:** If the governing body of the Town fails to specifically appropriate sufficient funds to make the payments due in any Fiscal Year under this Contract, an event of non-appropriation ("Event of Non-appropriation") will have occurred, the terms of this Contract will not be renewed, and Contractor or Town may terminate this Contract at the end of the then current Fiscal Year, whereupon Town will be obligated to pay those amounts then due subject to the provisions herein. Nothing in this Section or elsewhere in this Contract will be deemed in any way to obligate the Town or create a debt of Town beyond its current Fiscal Year. CONTRACTOR HAS NO RIGHT TO COMPEL TOWN TO LEVY OR COLLECT TAXES TO MAKE ANY PAYMENTS REQUIRED HEREUNDER, OR TO EXPEND FUNDS BEYOND THE AMOUNT PROVIDED FOR IN THE THEN CURRENT FISCAL YEAR OF TOWN.

24. **PATENTS/COPYRIGHTS:** The successful Bidder agrees to protect the Town from claims involving infringements of patents and/or copyrights.

25. **PAYMENT:** Will be made upon receipt and acceptance by the Town for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code.

26. **PRICES HELD FIRM:**

A. All prices quoted in the proposals will remain firm until the commencement of the contract as mentioned below in section 26 (B) unless it is otherwise specified by the Town of Trophy Club.

B. This Contract shall commence beginning on the 1st day of October 2022, and shall expire at midnight, September 30, 2023, unless earlier terminated by either party in accordance with the terms of this Contract. This Contract may be renewed for four (4) additional one-year periods, if agreed upon in writing by both parties.

C. If during the life of the contract, the successful Bidder's net prices to other customers for the items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the Town.

D. If approved by the Town, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the Town. the maximum increase allowed under this provision shall be a maximum of three percent (3%) per year. The Town shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor's rates. Town cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation.

First Additional Year Escalation Percentage..... 0 %

Second Additional Year Escalation Percentage..... 3 %

Third Additional Year Escalation Percentage..... 0 %

Fourth Additional Year Escalation Percentage..... 3 %

27. **PURCHASE ORDER:** The Town shall generate a purchase order(s) to the successful Bidder. The purchase order number must appear on all Itemized invoices.

28. **QUANTITIES:** Quantities indicated on the Bid Proposal Forms are estimates based upon the best available information. The Town reserves the right to increase or decrease quantities to meet its actual needs without any adjustments in bid price. Individual purchase orders will be issued on an as-needed basis.

29. **REFERENCES:** The Town requests each Bidder to supply, with its bid, a list of at least three (3) references where their firm supplied like services within the last three to five years. It is preferred that the list identify municipalities that are customers of Bidder. For each reference, include the name of firm, address, contact employee of firm, with telephone number and e-mail address, what services are provided to this reference, and how long your firm has provided this service to the reference entity.

30. **RELEASE OF INFORMATION AND PUBLIC INSPECTION:** After sealed bids have been opened, bids are open for public viewing upon request. If the proposal contains trade secrets or confidential information, the Respondent must specifically list that section as confidential. All other parts of the proposal are open for public viewing upon request. At no time will confidential information, as noted by the Company, be released, unless ordered by a court or the Attorney General.

For processes other than low bid or best value bid, only the names of respondents will be read aloud at the bid opening.

31. **REQUIRED DOCUMENTATION:** In response to this invitation to bid, all documentation required by this bid must be provided.

32. **SALES TAX:** The Town is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Our taxpayer identification number is 75-2047474.

33. **SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these instructions, specifications, terms and conditions, shall be held invalid, such holding shall not affect the remaining portions of these instructions, specifications, terms and conditions and it is hereby declared that such remaining portions would have been included in these instructions, specifications, terms and conditions as though the invalid portion had been omitted.

34. **SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made based on this statement.

35. **SUBCONTRACTORS:** The Contractor shall be the sole source of contact for the Contract. The Town will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the Contract shall apply without qualification to any services performed or goods provided by any subcontractor.

36. **TAX/DEBT ARREARAGE:** The Town shall pay no money upon any claim, debt, demand, or account whatsoever, to any person, firm or corporation, who is in arrears to the Town for taxes or otherwise; and, the Town shall be entitled to a counter-claim and offset against any such debt, claim, demand, or account, in the amount of taxes or other debt in arrears, and no assignment or transfer of such debts are due, shall affect the right, authority, and power of the Town to offset the taxes or other debts against the same.

37. **TERMINATION FOR DEFAULT:** The Town reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Town in the event of breach or default of the contract. The Town reserves the right to terminate the contract in the manner set forth in the attached Contract. As soon as practicable after receipt of notice of termination, the Company shall submit a statement showing in detail the pro-rated payment, in a form satisfactory to the Town, that reflects the appropriate charges. The Town shall then pay the charges as required by law.

38. **TERMINATION OF CONTRACT:** The contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a ten (10) day written notice prior to any cancellation. The successful Bidder must state therein the reasons for such cancellation. The Town may, by written notice to the selected company, cancel this contract immediately without liability to the selected company if it is determined by the Town that gratuities or bribes in the form of entertainment, gifts, or otherwise contrary to Town Policy, were offered or given by the successful proposing party, or its agent or representative to any Town officer, employee, or elected representative with respect to the performance of the contract.

39. **TRAVEL AND DIRECT CHARGES:** The Town shall not compensate the Bidder for any travel costs incurred in delivery of services under the contract.

40. **VENUE:** Bidder shall comply with all Federal and State laws and Town Ordinances and Codes applicable to the Bidder's operation under this contract. The resulting specifications and the contract here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Denton County, Texas, where venue for any proceeding arising hereunder will lie.

41. **WITHDRAWAL OF PROPOSAL:** A proposal may be withdrawn any time prior to the official opening, if the request is received in writing from an authorized representative

TROPHY CLUB

SUBMITTAL AND PROPOSAL FORMS

SUBMITTAL EXCEPTION FORM

THIS PAGE MUST BE SIGNED AND INCLUDED WITH YOUR BID

Any exceptions to the Invitation to Bid (ITB) (including the Instructions, Specifications/Scope of Services, Standard Terms and Conditions, and Insurance Requirements) must be listed below. Additional pages may be attached. If there are no exceptions, please sign where indicated at the bottom of this page.

None

There are no further exceptions to the Instructions, Specifications, and Standard Terms and Conditions. I understand that the Town may not accept additional exceptions after final submission of this bid.

Signature	Company	Date

No exceptions are taken to this solicitation.

Signature	Company	Date
	Yellowstone Landscape - Central	7/11/2022

BID PROPOSAL FORM

Quantities indicated below are estimates based on the best available information. The Town reserves the right to increase or decrease quantities to meet its needs without adjustment in prices proposed. Variations from the aforementioned specifications may be acceptable provided such differences are noted on the attached "Submittal Exception Form" and are deemed to be advantageous to the Town.

In case of calculation error, unit pricing shall prevail.

Item #	Estimated Quantity of Services Per Year	Description of Services	Map #
		GROUP 1 - THE HIGHLANDS Semi-Rough-Cut Mowing	Maps 1-12
1		The Highlands - Macquarie St. (Large)	Map 1
	36	Mowing Services Per Scope of Services	
2		The Highlands - MacQuarie St. (Small)	Map 2
	36	Mowing Services Per Scope of Services	
3		The Highlands - Strip b/t Macquarie and Redfern	Map 3
	36	Mowing Services Per Scope of Services	
4		The Highlands - Highlands & Broadway / Bonte Ct / Waverly Dr Irrigated Areas	Map 4
	36	Mowing Services Per Scope of Services	
5		The Highlands - Broadway / Bondi Cove / Waverly Dr Non-Irrigated Areas	Map 5
	18	Mowing Services Per Scope of Services	
6		The Highlands - Morgan and Glory	Map 6
	35	Mowing Services Per Scope of Services	
7		The Highlands - Highland Ct	Map 7
	36	Mowing Services Per Scope of Services	
8		The Highlands - Balmain Ct	Map 8
	36	Mowing Services Per Scope of Services	
9		The Highlands - Rose Bay Lot	Map 9
	36	Mowing Services Per Scope of Services	
10		The Highlands - Geneva Ct / Rose Bay Ct	Map 10
	36	Mowing Services Per Scope of Services	
11		The Highlands - Roseville Ct	Map 11
	36	Mowing Services Per Scope of Services	
12		Marrickville Dr	Map 12
	36	Mowing Services Per Scope of Services	
13		Hourly Rate per 1 Worker	
	HOURLY RATE	4 Hour Minimum - Mowing and Misc. Landscape Services	$45.00 per man hr
		TOTAL FOR GROUP 1	$ 20,847.37

Item #	Estimated Quantity of Services Per Year	Description of Services	Map #
		GROUP 2 - Irrigated Common Areas Semi Rough-Cut Mowing	Maps 13-22
14		Eagles Ridge / Fox Pointe	Map 13
	36	Mowing Services Per Scope of Services	
15		Fairway Village Dr	Map 14
	36	Mowing Services Per Scope of Services	
16		Muirfield Ct	Map 15
	36	Mowing Services Per Scope of Services	
17		Lake Forest Median	Map 16
	36	Mowing Services Per Scope of Services	
18		The Woods ROWs	Map 17
	36	Mowing Services Per Scope of Services	
19		Medlin Cemetery ROWs	Map 18
	36	Mowing Services Per Scope of Services	
20		Avenue Twenty Medians (2)	Map 19
	36	Mowing Services Per Scope of Services	
21		Oakhill Dr Triangle	Map 20
	36	Mowing Services Per Scope of Services	
22		Shasta ROWs and Lot	Map 21
	36	Mowing Services Per Scope of Services	
23		Trophy Club Drive Lot adjacent to LDS Church	Map 22
	36	Mowing Services Per Scope of Services	
		TOTAL FOR GROUP 2	$ 11,908.81

Item #	Estimated Quantity of Services Per Year	Description of Services	Map #
		GROUP 3 - NON-Irrigated Common Areas Semi Rough-Cut Mowing	Maps 23-40
24		Sunrise Ct	Map 23
	18	Mowing Services Per Scope of Services	
25		Eagles Ct	Map 24
	18	Mowing Services Per Scope of Services	
26		Skyline Trailhead and Ridgeview lot	Map 25
	18	Mowing Services Per Scope of Services	
27		Indian Creek ROWs and Lake Forest Dr Median	Map 26
	18	Mowing Services Per Scope of Services	
28		Lake Forest Ct	Map 27
	18	Mowing Services Per Scope of Services	
29		Cypress Ct	Map 28
	18	Mowing Services Per Scope of Services	
30		Colonial Ct	Map 29
	18	Mowing Services Per Scope of Services	
31		Straight Creek Ct Median (1)	Map 30
	18	Mowing Services Per Scope of Services	
32		Spring Creek Ct Median (1)	Map 31
	18	Mowing Services Per Scope of Services	
33		Rushing Creek Ct Median (1)	Map 32
	18	Mowing Services Per Scope of Services	
34		Roaring Creek Ct Median (1)	Map 33
	18	Mowing Services Per Scope of Services	
35		Crooked Creek Ct Lot	Map 34
	18	Mowing Services Per Scope of Services	
36		The Lakes Trail system	Map 35
	18	Mowing Services Per Scope of Services	
37		Bobcat Blvd ROWs	Map 36
	18	Mowing Services Per Scope of Services	
38		Bobcat Blvd Water Tower	Map 37
	18	Mowing Services Per Scope of Services	
39		Brook Hollow Lane	Map 38
	18	Mowing Services Per Scope of Services	
40		Trophy Club Triangle	Map 39
		Mowing Services Per Scope of Services	
41		Quorum Creek	Map 40
		Mowing Services Per Scope of Services	
42		Hourly Rate per 1 Worker	
	HOURLY RATE	4 Hour Minimum - Mowing and Misc. Landscape Services	$45.00 per man hr
		TOTAL FOR GROUP 3	$ 17,882.13

Item #	Estimated Quantity of Services Per Year	Description of Services	Map #
		GROUP 4 - NON-Irrigated Common Areas Rough Cut Mowing	Maps 41-45
43		Sheldon Park	Map 41
	18	Mowing Services Per Scope of Services	
44		Town Hall	Map 42
	18	Mowing Services Per Scope of Services	
45		HG,SPLY Parking Lot	Map 43
	18	Mowing Services Per Scope of Services	
46		Milson's Point Lot	Map 44
	18	Mowing Services Per Scope of Services	
47		North Linear sidewalks and around Ponds	Map 45
	18	Mow 60" pass on both sides of sidewalk, edge, line trim and blow. Mow 60" pass and line trim remaining area on Map 45.	
48		Hourly Rate per 1 Worker	
	HOURLY RATE	4 Hour Minimum - Mowing and Misc. Landscape Services $45.00 per man hr	
		TOTAL FOR GROUP 4	$51,920.94

Item #	Estimated Quantity of Services Per Year	Description of Services	Map #
		GROUP 5 - Brush Hog Mowing	Maps 46-50c
49		114 Berm #1 - b/t curb and wall - b/t wall and private fence line	Map 46
	12	Mowing Services Per Scope of Services	
50		114 Berm #2 - b/t curb and wall - b/t wall and private fence line	Map 47
	12	Mowing Services Per Scope of Services	
51		114 Berm #3 - b/t curb and wall	Map 48
	12	Mowing Services Per Scope of Services	
52		Trophy Park Dr Lot	Map 49
	12	Mowing Services Per Scope of Services	
53		North Linear Trail Open Space	Map 50a-50c
	12	Mowing Services Per Scope of Services	
54		Hourly Rate per 1 Worker	
	HOURLY RATE	4 Hour Minimum - Mowing and Misc. Landscape Services $45.00 per man hr	
		TOTAL FOR GROUP 5	$16,279.62

Item #	Estimated Quantity of Services Per Year	Description of Services	Map #
		GROUP 6 - Trophy Club Park	Maps 51a-55
55		Trophy Club park entrance / roadway / loop road	Map 51a-51c
	10	Mowing Services Per Scope of Services	
56		Trophy Club Park Event Fields	Map 52
	10	Mowing Services Per Scope of Services	
57		Disc Golf Course	Map 53a-53b
	10	Mowing Services Per Scope of Services	
58.		Trophy Club Park Garden	Map 54
	36	Mowing Services Per Scope of Services	
59		Youth Motocross Track	Map 55
	10	Mowing Services Per Scope of Services	
60		Hourly Rate per 1 Worker	
	HOURLY RATE	4 Hour Minimum - Mowing and Misc. Landscape Services	$45.00 per man hr
		TOTAL FOR GROUP 6	$ 22,839.10

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in the Town of Trophy Club's bid process. The Purchasing Department will provide additional clarification of specifications, assistance with Bid Proposal Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The Town recognizes the certifications of the State of Texas Procurement and Support Services HUB Program (TPASS). All companies seeking information concerning DBE certification are urged to contact:

State of Texas HUB Program
Texas Procurement and Support Services
1711 San Jacinto
Austin, TX 78701
(512) 463-5872

If your company is already certified, attach a copy of your certification to this form and return with bid.

COMPANY NAME: Yellowstone Landscape - Central

REPRESENTATIVE: Bruce McDonald

ADDRESS: 3009 Sandy Rd

CITY, STATE, ZIP: Fort Worth, Texas 76112

TELEPHONE NO: 469-682-0986 FAX NO: _____

Indicate all that apply: N/A

_____ Minority-Owned Business Enterprise
_____ Women-Owned Business Enterprise
_____ Disadvantaged Business Enterprise

COOPERATIVE PURCHASING

The Town of Trophy Club encourages Cooperative Purchasing efforts among the governmental entities; therefore, it would be in the Bidder's best interest to help the Town of Trophy Club facilitate this cooperative effort.

Should other Governmental Entities decide to participate in this Contract, would you agree that all terms, conditions, specifications, and pricing would apply?

__X__ Yes _____ No

If you, the Bidder, checked yes, the following will apply:

Governmental Entities utilizing Inter-Governmental Contracts with the **Town of Trophy Club** will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the **Town of Trophy Club** will be billed directly to that Governmental Entity and paid by that Governmental Entity. The **Town of Trophy Club** will not be responsible for another Governmental Entity's debts. Each Governmental Entity will prepare, execute, and administer its own contract for the goods or services with the vendor at the prices bid and accepted by the **Town of Trophy Club.** Each Governmental Entity will order its own material/services as needed and is responsible for ensuring full compliance with provisions relating to the quality of items and terms of delivery, warranty enforcement, and any other terms or conditions of its agreement with the vendor.

VENDOR REFERENCES

Please list three (3) Government references, other than the Town of Trophy Club, who can verify the quality of service your company provides. The Town prefers references from customers/governmental entities of a similar size and with a scope of work consistent with this bid.

REFERENCE ONE

GOVERNMENT/COMPANY NAME: City of Mansfield
LOCATION: 1200 E Broad St Mansfield, Texas
CONTACT PERSON AND TITLE: Brian Coalney, Supervisor
TELEPHONE NUMBER: 817-728-3391
SCOPE OF WORK: Mowing turf, bed work Medians, facilities, parks
CONTRACT PERIOD: 2020-Current

REFERENCE TWO

GOVERNMENT/COMPANY NAME: Arlington Independent School District
LOCATION: 1201 Colorado Ln Arlington, Texas
CONTACT PERSON AND TITLE: Tim Borden, Facility Director
TELEPHONE NUMBER: 682-867-7823
SCOPE OF WORK: Mowing Turf, Bed Work, Schools
CONTRACT PERIOD: 2021-Current

REFERENCE THREE

GOVERNMENT/COMPANY NAME: City of Lancaster
LOCATION: 211 N Henry St Lancaster, Texas
CONTACT PERSON AND TITLE: Jason Branch, Public Works
TELEPHONE NUMBER: 972-218-2304
SCOPE OF WORK: Mowing turf Parks, Facilities, Medains and ROWS
CONTRACT PERIOD: 2021-Current

COPY OF SIGNED FORM MUST BE INCLUDED WITH YOUR PROPOSAL

Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code.

Effective January 1, 2016, all contracts presented to Town Council will require awarded vendors to electronically file Form 1295 "Certificate of Interested Parties" and submit a certificate of filing to the Town, before the contract can be awarded. "Contract" includes contract amendments, extensions, or renewals, as well as purchase orders. The form will be included in every Bid, RFP, SOQ, and RFQ issued by the Town and will be required to be completed as part of the solicitation requirements.

Bidders/vendors must file the form electronically at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed copy of the form to the Town with their bid.

Bidders/vendors will need to create an account on the Texas Ethics Commission website. For assistance on how to register and how to complete Form 1295, you may view the short "Logging In the First Time – Business User" and "How To Create a Certificate" videos that are posted on the website noted above. In addition, there are several other links on the website posted above that may be helpful in understanding and completing Form 1295.

The Town is required to notify the Texas Ethics Commission, in an electronic format prescribed by the commission, of receipt of those documents not later than the 30th day after the date the contract for which the form was filed binds all parties to the contract.

Bidders must also complete the Conflict-of-Interest Questionnaire (Form CIQ) included in this solicitation.

TOWN OF TROPHY CLUB
ANNUAL CONTRACT FOR MOWING SERVICES

CERTIFICATION FORM

In submitting this bid, the bidder agrees and certifies to the following conditions:

3. The undersigned agrees that after the official opening this Bid becomes the property of the Town of Trophy Club.

4. The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a bid. The undersigned agrees, if this bid is accepted, to furnish all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Bid will be 90 calendar days unless a different period is noted by the bidder. This Contract shall commence beginning on the 1st day of October 2022, and shall expire at midnight, September 30, 2023, unless earlier terminated by either party in accordance with the terms of this Contract. This Contract may be renewed for four (4) additional one-year periods, if agreed upon in writing by both parties.

5. The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Bidder, nor any employee of the Town of Trophy Club, and that the contents of this bid have not been communicated to any other bidder or to any employee of the Town of Trophy Club prior to the official opening of this bid.

6. The respondent certifies that no employee, representative, or agent of the firm offered or gave gratuities in any form (i.e., gifts, entertainment, etc.) to any council Member, official, or employee of the Town of Trophy Club, in order to secure favorable treatment or consideration in awarding, negotiating, amending or concluding a final agreement for this bid. The bidder agrees that and warrants that no employee, official, or member of the Town Council is, or will be, peculiarly benefited, directly or indirectly, in this bid or any ensuing contract that may follow.

7. The bidder hereby certifies that he/she is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standards/provisions.

8. Respondent verifies that it does not Boycott Israel and agrees that during the term of this Agreement (Contract as applicable) will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

9. Respondent affirms, pursuant to Texas Government Code Chapter 2252, Subchapter F, that is it not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

10. Respondent/Vendor hereby assigns to purchase any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

11. The undersigned affirms that he/she has read and understands the specifications, terms and conditions, all exhibits and attachments contained in this proposal package.

12. The undersigned understands they are responsible for monitoring the Town website at www.trophyclub.org to ensure they have downloaded and signed all addenda required for submission with their response.

13. The Contract is not valid until approved by Council, if applicable. When an award letter is issued, it becomes a part of this Contract.

If an addendum to this proposal is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 _____ Add. No. 2 _____ Add. No. 3 _____ Add. No. 4 _____ Add. No. 5_____

Company Name: Yellowstone Landscape - Central

Principal Place of Business Address, City, State, Zip: 3009 Sandy Rd, Fort Worth, Texas 76112

Principal Place of Business Phone Number: 469-682-0986 Fax Number: _____

AUTHORIZED REPRESENTATIVE:

Signature	Date: 7/11/2022
Bruce McDonald	Sr Business Development Manager
Printed Name	Title
bmcdonald@yellowstonelandscape.com	469-682-0986
Email Address	Phone

TOWN OF TROPHY CLUB
ANNUAL CONTRACT FOR MOWING

This Contract is made and entered into this 1 day of October, 2022 by and between Yellowstone Landscape a corporation/partnership organized under the laws of the State of Texas, (hereinafter called the "Contractor") and the Town of Trophy Club, Texas, a municipal corporation, organized and existing under laws of State of Texas, acting through its Town Manager or other duly authorized designee, (hereinafter called the "Town").

For and in consideration of the covenants, performances, payments, and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

1. **TERM**
   This Contract shall commence beginning on the 1st day of October 2022, and shall expire at midnight, December 31, 2022, unless earlier terminated by either party in accordance with the terms of this Contract. This Contract may be renewed for four (5) additional one-year periods, if agreed upon in writing by both parties.

2. **SCOPE OF SERVICES**
   The Contractor agrees to provide all equipment, materials, supplies, labor, permits, insurance, and licenses as necessary to perform mowing/chemical treatment services in accordance with the provisions of this Contract and Attachments referenced below, which are incorporated for reference.

   This Contract is composed of the following Contract Documents:

   a) This Contract
   b) The Town's Invitation to Bid #1143, including all documents incorporated by reference – Attachment A
   c) Contractor's Proposal – Attachment B

   Any conflict in the foregoing documents shall be resolved by giving precedence first to this written Contract, and then to the Contract Documents in the sequential order listed above.

3. **PAYMENT**
   Invoices shall be mailed or emailed directly to:
   Town of Trophy Club
   Finance Department
   1 Trophy Wood Drive
   Trophy Club, Texas 76262
   finance@trophyclub.org

   The Town shall pay invoices for services properly performed within 30 days of receipt; provided however, that in the event the Town requests any supporting documentation for charges, payment shall be made within 30 days of receipt of the documentation. The Town's payment obligations are payable only and solely from funds available for the purposes of this Contract.

4. CHANGES

The Town may, from time to time, require changes in the scope of services of the Contractor to be performed hereunder. Such changes, which are mutually agreed upon by and between the Town and the Contractor, become effective when incorporated in a written amendment to this Contract executed by both parties.

5. TERMINATION OF CONTRACT

The Town may terminate this Contract for any reason upon 10 days' notice to Contractor. Upon termination, the Contractor shall be entitled to payment of such amount as shall compensate. Contractor for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Contract, provided the Contractor shall have delivered to the Town such statements, accounts, reports and other materials as required herein, and provided that Contractor shall have delivered to the Town all reports, documents and other materials prepared by Contractor prior to termination. The Town shall not be required to reimburse Contractor for any services performed or expenses incurred after the date of the termination notice.

6. COMPLETENESS OF CONTRACT

This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Contract or any part thereof shall have any validity or bind any of the parties hereto.

7. INDEMNITY AND INSURANCE

a) **The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the Town, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of this Contract, or the breach of any express or implied warranties under this Contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from**

(i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the Contractor, its officers, agents, and employees. It is the expressed intention of the parties hereto, both Contractor and the Town, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the Town from the consequence of (i) the Contractor's own negligence where that negligence is the cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit, and liability where in injury, death, or damage results from the negligence of the Town. In the event any action or proceeding is brought against the Town by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the Town. The indemnity provided for herein shall survive the termination or expiration of this Contract.

b) Contractor shall maintain and shall be caused to be in force at all times during the term of this Contract the insurance coverages required by the Town's Invitation to Bid **RFP #2022-01.**

c) This Contract is not intended to extend the liability of the parties beyond that provided by law. The Town does not waive, limit, or surrender any immunity or defense available to the Town

8. ASSIGNMENT

The parties hereby agree that Contractor may not assign, convey, or transfer its interest, rights, and duties in this Agreement without the prior written consent of the Town.

9. NOTICES

Any notices required by this Contract shall be sufficient if sent by the parties in the United States mail, postage paid, return receipt requested or via overnight delivery service, to the address noted below and shall be effective upon receipt:

Wade Carroll	Contact Name
Town Manager	Title
Town of Trophy Club	Company Name
1 Trophy Wood Drive	Address
Trophy Club, TX 76262	City, State, Zip

Either party may change its address by giving written notice to become effective upon five days' notice.

10. MISCELLANEOUS

(a) This Contract shall be governed by the laws of the State of Texas and any action relating to this Contract shall be filed in district court in Denton County, Texas.

(b) Contractor is an independent contractor and not an employee of the Town.

(c) In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including those pertaining to equal employment opportunity and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion or sexual orientation.

(d) This Contract may be amended or supplemented only by the mutual written consent of the parties' authorized representatives.

(e) No provision of this Contract may be waived unless in writing and signed by both of the parties hereto. Waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach of such provision nor shall a waiver of any one provision of this Contract be deemed to be a waiver of any other provision.

(g) The Section headings in this Contract are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of this Contract or of any Section.

(h) Nothing in this Contract shall be construed to create any right in any third party not a signatory to this Contract, and the parties do not intend to create any third-party beneficiaries by entering this Contract.

(i) The language of all parts of this Contract shall be construed according to its fair meaning, and the presumption or principle that the language herein is to be construed against either party shall not apply.

IN WITNESS WHEREOF, the Town and the Contractor have executed this Contract as of the date first written above.

Town of Trophy Club

Wade Carroll, Town Manager

ATTEST:

CONTRACTOR NAME Yellowstone Landscape

Owner

Bruce McDonald, Sr. Business Development Manager

ATTEST:

TOWN OF
TROPHY CLUB

PURCHASE REQUISITION FORM

Requisition Number _____

Date : 9/27/2023

Department Parks & Rec

Vendor (Name & Address)
Lawns of Dallas
PO Box 560187
Dallas, Texas 75356

Delivery Address
1 Trophy Wood Drive
Trophy Club, TX 76262

Project# _____

Account Number	Description	Quantity	Unit Amount	Total Amount
01-400-67000	Annual Contract for Mowing Services RFP Year 2	1	42,032.24	$ 42,032.24
01-400-67000	Misc. man hours for landscaping	1	10,000.00	$ 10,000.00
Co-op info:	RFP Contract			
			Total	**$ 52,032.24**

Budgeted? (Must Circle One) (Yes) or No **Explanation (if not budgeted:)** _____

Comments: Blanket PO; 3% First Additional Year Escalation Percentage

Daniel Wilson
Department Requestor: Daniel Wilson

Department Approval:

Finance:

Town Manager:

The Town of Trophy Club must have a completed Vendor Packet on file before a requisition can be accepted by the Finance Department.

TROPHY CLUB

INVITATION TO BID
ANNUAL CONTRACT FOR MOWING SERVICES
TROPHY CLUB, TEXAS

IMPORTANT DATES:

Invitation to Bid Issue Date:	**Friday, June 17, 2022**
Invitation to Bid Publication Dates:	**June 17, 2022 & July 1, 2022**
Questions Deadline:	**Friday, July 1, 2022 @ 10:00 AM CST**
Bid Due Date and Time:	**Monday, July 18, 2022 @ 4:00 PM CST**
Public Opening Time:	**Thursday, July 21, 2022 @ 10:00 AM**
CST Anticipated Contract Effective Date:	**October 3, 2022**

Sealed bids for the materials or services specified will be received by the Town of Trophy Club until the date and time as indicated above.

Electronic submittals must include all required information and attachments, with required signatures. All response documents must be uploaded and included with your submittal to be considered.

Bid Contact:
Tony Jaramillo Director of Parks and Recreation
tjaramillo@trophyclub.org
(682) 237-2923

Additional instructions for preparing a response are provided within. All bids must be submitted on the attached Bid Proposal.

Requests for additional information should be made no later than the questions deadline above and shall be directed to tjaramillo@trophyclub.org *All requests must be made in writing. Oral explanations will not be binding.*

Any interpretations, corrections, clarifications, or changes to this Invitation to Bid or specifications will be made by addenda. Addenda will be posted at www.trophyclub.org It is the responsibility of the bidder to monitor the website for addenda. Bidders shall acknowledge receipt of all addenda by submitting a signed copy with their bid.

The Town of Trophy Club reserves the right to reject all bids and to waive defects in bids. No officer or employee of the Town of Trophy Club shall have a financial interest, direct or indirect, in this or any contract with the Town of Trophy Club. Minority and small business vendors are encouraged to submit a bid on all Town of Trophy Club projects.

The Town appreciates your time and effort in preparing a response. ***Please note that bids must be received by the due date and time shown above.*** Bids received later than the date and time above will not be considered. The Town does not accept oral, telephone, or faxed bids. **Bids submitted orally, by phone, email or fax will be disqualified and will not be considered in the evaluation process.** Bids will be accepted only if submitted online through Bonfire. The Town will not be responsible for, or consider missing, lost, or late submissions.

TOWN OF TROPHY CLUB
ANNUAL CONTRACT FOR MOWING SERVICES

1. INTRODUCTION

The Town of Trophy Club (Town) is requesting bids for an annual contract for mowing services for the Trophy Club Parks and Recreation Department as described in the following bid specifications. The successful bidder shall execute a contract to furnish all equipment, materials, supplies, labor, permits, insurance, and licenses as necessary to provide goods/services in accordance with the instructions, specifications, terms, and conditions set forth in this bid. It is the intent of the Town to select one provider for the aforementioned goods/services, however, more than one provider may be selected at the discretion of the Town for various area(s). The successful bidder(s) will be considered the sole point of contact regarding contractual matters, including payment of all charges resulting from the contract.

The successful bidder(s) will be awarded a contract effective from date of award or notice to proceed as determined by the Town; and will expire at midnight, September 30, 2023, unless earlier terminated by either party. The term of awarded contract shall remain in effect for twelve months from the commencement date determined by the Town and is eligible for up to four (4) one (1) year annual renewals. At the Town's option and approval by the Contractor, the contract may be renewed for five additional one (1) year periods, if agreed upon in writing by both parties. Bid prices will remain firm for the entire contract period.

If the Town exercises the right to renew the contract, the awarded vendor shall update and submit any legal documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These documents, if applicable, may include, but are not limited to, Insurance Certificates and Performance Bonds and must be in force for the full period of the option. If the updated documents are not submitted by the awarded vendor(s) in complete form within the time specified, the Town will rescind its option and seek a new bid solicitation.

2. SPECIFICATIONS/SCOPE OF SERVICES

Bidder shall comply with all requirements herein. Exceptions or deviations from the specifications shall be noted on the Submittal Exception Form.

A. Contractor Responsibilities

Contractor shall perform the services in accordance with the performance standards and shall:

1. Maintain proper and verifiable insurance as outlined in the Town's insurance requirements
2. Maintain proper and verifiable licenses and certifications
3. Adhere to all Federal, State and Local laws and regulations always
4. Perform the services and operate in an environmentally sound way as not to create damage or cause exposure by virtue of negligence or omission

B. General Standards and Procedures

1. It is understood and agreed that the Contractor shall not assign, sublet, or transfer any of the rights and duties under the terms of this agreement without the prior approval of the Town. The Town shall not pay for travel time.
2. The Contractor shall employ only such superintendents, supervisors, and workers who are careful, competent and fully qualified to perform the duties or tasks assigned to them and shall secure the summary dismissal of any person or persons employed by the Contractor in or about or on the work who shall misconduct him/herself or be otherwise objectionable or neglectful in the proper performance of his or her duties or who neglects or refuses to comply with or carry out the directions of the Contractor.

3. Contractor shall hire capable employees, qualified in mowing and maintenance work. The Contractor shall initially staff with trained and experienced personnel. A fully qualified force shall be on board at the beginning of the Contract performance and shall be maintained throughout the period of this contract. The Contractor shall provide close and continuing first-line supervision of its employees.

4. The Contractor and/or the Contractor's employees will assume complete responsibility for any claim of property damage or bodily injury, which may directly or indirectly arise from the employee's performance under the terms of this agreement. The Contractor's employees will hold harmless, release, and defend the Town from all claims of liability that directly or indirectly arise under the terms of this agreement.

5. At Contractor's own cost and expense, Contractor shall comply with all laws, ordinances, rules, and regulations of the federal, state, and local and OSHA authorities and departments relating to or affecting the work hereunder, and shall secure and obtain all permits, licenses, certifications, and consents as may be necessary in connection therewith.

6. The Contractor shall not recover from the Town of Trophy Club the cost for damaged equipment, including broken blades, punctured tires, or any other damaged equipment, because of mowing/maintenance assignments regardless of the condition of the property.

7. Contractor shall provide all equipment, labor, and material necessary to perform the required service. No equipment, material or personnel shall be provided by the Town of Trophy Club.

8. The Town's payment terms are net 30 days. The contract pricing will not adjust to inflation of prices during the term of the agreement.

9. Invoices for service shall contain at least the following information:
   - Service Date
   - Description of Services and Material provided
   - Total Amount

10. The Town reserves the right to add locations at the same prices proposed.

C. Scope of Work

Breakdown	Qty.	Group
Mowing, edging, weed eating, and debris removal (blowers)		
The Highlands Semi-Rough-Cut Mowing	36	One
Irrigated Common Areas Semi-Rough-Cut Mowing	36	Two
Non-Irrigated Common Areas Bi-Weekly Landscape Services	18	Three
Non-Irrigated Common Areas Rough Cut Mowing	18	Four
Brush Hog Mowing	10	Five
Trophy Club Park	10	Six

All work during the growing season will be required to be performed weekly at each location as indicated on the attached Exhibits. It will be assumed that the mowing season will be nine months long (excluding the months of December, January, and February). During the early and late mowing seasons, mowing maintenance will be biweekly (every other week) until it is necessary to begin weekly mowing again. The beginning/ending of and frequency of mowing will be determined by the Town of Trophy Club.

All areas are to be mowed at a minimum of 1.5" March - June and a maximum of 2.5" July through October, edged at all pavement and sidewalk surfaces, weeds trimmed around all shrubs, poles, trees, and all clippings blown/removed from paved surfaces, etc., weekly/ or as needed. When mowing and edging around game fields, clippings must be kept out of game fields. All litter removal prior to mowing will be performed by the contractor as well to prevent further scattering caused by the mowers. Weather/growth conditions may cause the cancellation of a mowing cycle, as determined solely by the Parks and Recreation Director or his designee. The Parks and Recreation Director and his designee have the sole decision as to whether the weather/soil/turf conditions are appropriate for maintenance. Contractor must contact the Parks and Recreation Director or his designee within 24 hours if Contractor was not able to perform maintenance services because of inclement weather and shall reschedule a time and date within seven days to perform said services.

All work shall be performed Monday – Friday only. Work will not be allowed on Saturday – Sunday without prior permission or a request (weekend operations) from the Parks and Recreation Director or his designee. During term of Contract, Contractor must provide to the Parks and Recreation Director and his designee a working telephone number. The telephone must be answered during normal working hours. The Contractor must also supply a cell phone number to the on-site supervisor to allow contact and coordination between Town employees as needed. Site inspections and meetings may be sporadically requested by the Parks and Recreation Director or his designee, however, may become regular if Contractor is not meeting the Town's expectations. If deficiencies are cited, the Contractor must correct them within 48 hours. Failure to do so may result in termination of contract.

Contractor may not sell, sublet, or otherwise assign any interest in this agreement to others without written consent of Town of Trophy Club. Town reserves the right to reject subcontractors retained by contractor to provide services under this agreement.

Anytime the Contractor is performing work for the Town the Contractor will be required to have an employee on-site that will be able to communicate effectively in English as needed with Town staff. Contractor and employees will be always courteous to the public while at the work site. Conflicts, or potential conflicts between required work and public use of location, should be reported to the Parks and Recreation Director or designee. Contractor will operate as an independent contractor and not as an agent, representative, partner, or employee of the Town of Trophy Club, and shall control its operation at the work site and be solely responsible for the acts or omissions of its employees.

The Contractors employees shall report to work in uniforms, including shirt and pants. Uniforms worn by employees shall indicate Contractor's name in a manner clearly identifiable to the public. Employees shall always wear a shirt.

Semi-Rough-Cut Mowing: This style of mowing service shall consist of the following:
The estimated frequency between the start of each cycle is seven (7) days for areas scheduled at 36 cycles per year.
All visible debris including litter shall be removed prior to mowing.
Contractor shall not mow when area is too wet to prevent turf damage or create ruts.
Straight Level Cut.
No visible piles of thatch or clippings left behind. All visible piles of thatch or clippings shall be collected or disposed of by vendor. If services cannot be performed due to rain or other circumstances, multiple passes may be made at the Town's discretion and additional cost.
All sidewalks, edges, boarders, fences, and tree areas shall be line trimmed or stick edged as required.
Mowing and trimming around trees must be done with caution as to avoid any damage to tree trunk.
Vendor must immediately notify Town contact of any debris removal issues identified during mowing services which obstruct vendor's ability to perform required services.
All areas serviced shall be free of any related debris following services.
Grass height shall be as determined by Town based on Town requirements.
Vendor shall immediately notify Town contact of any mowing related issues they encounter during mowing services.

Rough Cut Mowing: This style of mowing service shall consist of the following:
All visible debris picked up prior to mowing.
Vendor shall not mow when area is too wet to prevent turf damage or create ruts.
If services cannot be performed due to rain or other circumstances, multiple passes may be made at the Town's discretion and additional cost.
All areas shall not exceed a maximum vegetation height of five (5) inches. This will include open area, fence line, trees, hydrants, utility easement, etc.... Please refer to individual maps included in Attachment A
All sidewalks, edges, boarders, fences, ditch lines and tree areas shall be line trimmed or stick edged as required to maintain maximum allowable vegetation height. Please see "Attachment A" for locations.
Mowing and trimming around trees must be done with caution as to avoid any damage to tree trunk.
Vendor must immediately notify Town contact of any debris removal issues identified during mowing services which obstruct vendor's ability to perform required services.
All areas serviced shall be free of any related debris following services.
Grass height shall be as determined by Town based on Town requirements.
Vendor shall immediately notify Town contact of any mowing related issues they encounter during mowing services.

Brush Hog Mowing: These mowing services shall consist of the following:
All visible debris picked up prior to mowing.
Vendor shall not mow when area is too wet to prevent turf damage or create ruts.
Minimal thatch and clippings may be left behind.
All areas shall not exceed a maximum vegetation height of twelve (12") inches. This will include open areas, fence lines, trees, hydrants, etc.
If services cannot be performed due to rain or other circumstances, multiple passes may be made at the Town's discretion and additional cost.
All edges, boarders, fences, and tree areas shall be line trimmed as required.
Mowing and trimming around trees must be done with caution as to avoid any damage to tree trunk.
Vendor must immediately notify Town contact of any debris removal issues identified during mowing services which obstruct vendor's ability to perform required services.
All areas serviced shall be free of any related debris following services.
Vendor shall immediately notify Town contact of any mowing related issues they encounter during mowing services.

Hourly Rate: To consist of the following:
Hourly rate will be based on a per 1 worker charge
4-hour minimums
Services to include miscellaneous landscaping services (i.e., Mowing, weeding beds, trimming shrubs, color installation, etc.)

D. Exhibit
Exhibit A: Town of Trophy Club Landscape Services Contract Maps

TROPHY CLUB

GENERAL INFORMATION
INSURANCE REQUIREMENTS
STANDARD TERMS & CONDITIONS

A. GENERAL INFORMATION

1. **Confidentiality:** After sealed bids have been opened, bids are open for public viewing upon request. If the proposal contains trade secrets or confidential information, the Respondent must specifically list that portion as confidential. All other parts of the proposal are open for public viewing upon request. At no time will confidential information, as noted by the Company, be released, unless ordered by a court or the Attorney General.

2. **Bid Preparation Cost:** All costs associated with the preparation of the bid will be borne by the bidder.

3. **Withdrawal of Bid:** Bids may be withdrawn prior to the closing time for bids if the request is submitted in writing by an authorized representative. Thereafter, all bids shall remain open and valid for a period of 90 days.

4. **Authorized Signature:** All bid forms must be signed by persons who have the legal authority to bind the company to enter into an agreement with the Town.

5. **Conflicts:** To the extent any portion of this section conflicts with the Standard Terms and Conditions, the provisions of this section shall be controlling.

6. **Insurance**

   A. It is highly recommended that Respondents confer with their respective insurance carriers or brokers to determine in advance of Proposal submission the availability of insurance certificates and endorsements as prescribed and provided herein. If a Respondent fails to comply strictly with the insurance requirements, that Respondent may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful respondent shall have a duty to maintain throughout the course of this contract.

   B. Respondent may, upon written request to the Town's Human Resources Department, ask for clarification of any insurance requirements at any time; however, Respondents are strongly advised to make such requests prior to proposal opening, since the insurance requirements may not be modified or waived after proposal opening unless a written exception has been submitted with the bid.

   C. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required to the Town as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the Town. Failure to provide the required Certificate of Insurance may subject the proposal to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the Town whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

   D. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the Town of Trophy Club.

7. **Insurance Requirements**

   Vendors/Contractors shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the vendor. A certificate of insurance meeting all requirements and provisions shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration. The Contractor shall not start work under this contract until the Contractor has obtained at his own expense all the insurance called for hereunder and such insurance has been approved by the Town. Approval of insurance required of the Contractor for the Town of Trophy Club will be granted only after submission to the Town of original, signed certificates of insurance or, alternately, at the Town's request, certified copies of the required insurance policies.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable. Policy must include coverage for:

a. Premises/Operations

b. Broad Form Contractual Liability

c. Products and Completed Operations

d. Personal Injury

e. Broad Form Property Damage

f. Independent Contractors

2. Workers Compensation Insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance. Worker's Compensation /Employers' Liability insurance is only required if contractor/vendor will use their own employees for the provision of General or Professional services under the contract

3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under the contract.

4. Professional Liability, also known as Errors and Omissions Coverage. Professional Liability is only required for Professional Services contracts.

B. Deductibles and Self-Insured Retentions: Any deductible or self-insured retention in excess of $10,000 must be declared to and approved by the Town.

C. Other Insurance Provisions: The policies are to contain or be endorsed to contain the following provisions.

1. General Liability and Automobile Liability Coverage:

a. The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the vendor/contractor, products and completed operations of the vendor, premises owned, occupied, or used by the vendor/contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees, or volunteers.

b. The vendor/contractor insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees, or volunteers shall be more than the vendor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards, and commissions or volunteers.

d. The vendor/contractor insurance shall apply separately to each insured against whom the claim is made, or suit is brought, except to the limits of the insured's limit of liability.

2. Workers Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees, and volunteers for losses arising from work performed by the vendor for the Town.

3. All Coverage: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the Town. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the vendor/contractor shall provide at least thirty (30) days prior written notice to the Town of any cancellation, non-renewal and/or material changes to any of the policies of insurance. Failure to provide notification shall be deemed a default and/or breach of contract.

4. The Town may request different limits of coverage depending on the scope or cost of the project.

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

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

F. **Insurance Waiver Request.** Vendors/contractors requesting a waiver of the minimum limits of insurance identified in section 1.1.B must submit the request in writing. Please note, commercial general liability cannot be waived. Requests to waive other coverage requirements will be considered in the bid evaluation process. The vendor/contractor must also complete, sign, and return the Release Agreement form to the Purchasing Office prior to authorization to perform services for the Town.

1.1 GENERAL SERVICES REQUIREMENTS

A. **Definition:** General Services are defined as services performed on Town property, including but not limited to: Installation, Landscape, Maintenance, Custodial, Electrical, Painting, Welding, Plumbing, Transportation, Street Sweeping, Fireworks, Moving, Concessions, etc.

B. **Minimum Limits of Insurance:**

1. Commercial General Liability: $500,000 per occurrence / $2,000,000 in the aggregate for third party bodily injury, personal injury, and property damage. Policy must include coverage listed in Section 1.A.1.

5. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of $100,000 each accident, $300,000 Disease - Policy Limit, and $100,000 Disease – Each Employee. Worker's Compensation /Employers' Liability insurance is only required if contractor/vendor will use their own employees for the provision of services under the contract.

2. Automobile Liability: $500,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired, and non-owned autos. Automobile Liability is only required if vehicle(s) will be used under the contract.

STANDARD TERMS AND CONDITIONS

The terms and conditions set forth in this request for proposal shall be incorporated into and be a part of any proposal submitted to the Town of Trophy Club for the goods and/or services specified. No other terms and conditions shall apply unless approved in writing by the Town of Trophy Club, Texas.

1. **ADDENDA:** Any interpretations, corrections, or changes to this Invitation to Bid or specifications will be made by addenda. Sole issuing authority of addenda shall be vest in the Town of Trophy Club Purchasing Agent. Addenda will be posted at www.trophyclub.org It is the responsibility of the Bidder to check the Town's website for addenda. Bidders shall acknowledge receipt of all addenda by submitting a signed copy with their bid.

2. **ADVERTISING:** The successful bidder shall not advertise or publish, without the Town's prior approval, the fact that the Town has entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State, or local government.

3. **ALTERING PROPOSALS:** Proposals cannot be altered or amended after submission deadline. The signer of the proposal, guaranteeing authenticity, must initial any interlineations, alterations or erasures made before opening time.

4. **ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey the awarded contract, in whole or in part, without the prior written consent of the Town.

5. **AWARD:** The Town reserves the right to award by line item, section, or by entire bid; whichever is most advantageous to the Town, unless denied by the bidder.

6. **BRAND NAME, CATALOG OR MANUFACTURER'S REFERENCE:** Any reference to brand name, catalog or manufacturer's reference is used to be descriptive, not restrictive, and is indicative of the type and quality the Town desires to purchase. Bids on similar items of like quality may be considered if the bid is noted and fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed the bidder is bidding exact item specified. Successful bidder will not be allowed to make unauthorized substitutions after award.

7. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The Town of Trophy Club's Purchasing Agent will make all change orders to the contract in writing as allowed by law.

8. **COMMUNICATION:** The successful bidder shall direct all contact with the Town through the Contract Administrator identified in the Contract. The Bidder will not directly respond to, make inquiries of, survey or solicit information from, or otherwise interact with any departments, divisions, employees, or agents of the Town unless specifically approved, or requested by the Contract Administrator.

9. **COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION:** Pursuant to Texas Government Code Chapter 2252, Subchapter F, Seller affirms that it is it not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

10. **CONFLICT OF INTEREST:** In compliance with Local Government Code §176.006, all vendors shall file a completed Conflict of Interest Questionnaire with the Town's Purchasing Office.

11. **CONTRACT ADMINISTRATOR:** Under the contract, the Town may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection, and delivery. If appointed, the administrator will serve as liaison between the Town and the successful contractor.

12. **CONTRACT ENFORCEMENT:**
    A. The Town reserves the right to enforce the performance of any contract that results from an award of this Invitation to Bid. Enforcement shall be in any manner prescribed by law or deemed to be in the best interest of the Town in the event of breach or default of the contract. Breach of contract or default authorizes the Town to make an award to another bidder, purchase the service elsewhere and to charge the full increase in cost and handling to the defaulting contractor. Additionally, the Town will remove the defaulting contractor from the Town's list of approved vendors for a period of two years.

    B. Bidders who submit proposals for this service agree that the Town shall not be liable to prosecution for damages if the Town declares the successful contractor in default.

    C. Any notice provided by this Invitation to Bid (or required by law) to be given to the successful Bidder by the Town shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail at the Town of Trophy Club, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the successful Bidder at the address provided in the bid proposal; this shall not prevent the giving of actual notice in any other manner.

    D. The successful Bidder and the Town agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code (UCC). In case of a conflict between the terms of this Bid and the UCC, the Bid will control.

13. **DELIVERY:**
    A. Delivery date is important to the Town and may be required to be a part of each bid. The Town considers delivery time to be that period elapsing from the time the individual order is placed until that order is received by the Town at the specified delivery location. The delivery date indicates a guaranteed delivery to the Town of Trophy Club. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future Town orders.

    B. The Town may reject and refuse any delivery, which falls below the quality designated in the specifications. The cost of return and/or replacement will be at the Bidder's expense.

    C. The Town reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Bidder fails to furnish the materials by the guaranteed date, the Town reserves the right to cancel the order without liability on its part. Pricing shall include all charges for freight, F.O.B. inside to specified delivery location.

    D. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Purchasing Agent, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the Town of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

14. **ETHICS:** The Bidder shall not offer or accept gifts or anything of value nor enter any business arrangement with any employee, official, or agent of the Town except in accordance with Town Policy.

15. **EXCEPTIONS/SUBSTITUTIONS:** All proposals meeting the intent of this Bid will be considered for award. Bidders taking exception to the instructions, specifications, terms, and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of their bid. The absence of such a list shall indicate that the Bidder has not taken exceptions and shall hold the Bidder responsible to perform in strict accordance with the instructions, specifications, terms, and conditions of the invitation. The Town of Trophy Club reserves the right to accept all or none of the exception(s)/substitution(s) deemed to be in the best interest of the Town.

16. **FELONY CRIMINAL CONVICTIONS:** The Bidder represents and warrants that neither the Bidder nor the Bidder's employees have been convicted of a felony criminal offense, or under investigation of such charge, or that, if such a conviction has occurred, the Bidder has fully advised the Town as to the facts and circumstances surrounding the conviction.

17. **FORCE MAJEURE:** *Force majeure* is defined as an act of God, war, strike, fire, or explosion. Neither the successful Bidder nor the Town is liable for delays or failures of performance due to *force majeure*. Each party must inform the other in writing with proof of receipt within three (3) business days of the occurrence of an event of *force majeure*.

18. **INDEMNITY AGREEMENT:** The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the Town, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of this Contract, or the breach of any express or implied warranties under this Contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the Contractor, its officers, agents, and employees. It is the expressed intention of the parties hereto, both Contractor and the Town, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the Town from the consequence of (i) the Contractor's own negligence where that negligence is the cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit, and liability where in injury, death or damage results from the negligence of the Town. In the event any action or proceeding is brought against the Town by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the Town. The indemnity provided for herein shall survive the termination or expiration of this Contract.

19. **INVOICES:** Each invoice shall be fully documented as to the Contractor's/vendor's name and address, receiving department's name and address, labor, materials, and equipment provided, if applicable, and must reference the Town of Trophy Club purchase order number to be processed. No payments shall be made on invoices not listing a purchase order number. Invoices shall be mailed directly to the Town of Trophy Club Attention: Finance Department, 1 Trophy Wood Drive Trophy Club, Texas 76262.

20. **LATE SUBMITTALS:** The Town will reject late proposals. The Town is not responsible for lateness or non-delivery of mail, carrier, etc. and the date/time stamp in the Purchasing Office shall be the official time of receipt. The Bidder is responsible for ensuring that packets are delivered to the Parks and Recreation Office. Bidders may confirm receipt of packets by contacting Debra Emond, Senior Administrative Assistant at 682-237-2900.

21. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENT:** A prospective respondent must affirmatively demonstrate respondent's financial responsibility. A prospective respondent must meet the following requirements:

    A. Have adequate financial resources or the ability to obtain such resources.
    B. Be able to comply with the instructions, specifications, terms, and conditions.
    C. Have a satisfactory record of performance.
    D. Have a satisfactory record of integrity and ethics.
    E. Not be on the State of Texas debarred vendor list or on the Federal Excluded Parties List.

22. **NO BOYCOTT OF ISRAEL:** Pursuant to Texas Government Code Chapter 2270, the successful Bidder agrees that acceptance of these Terms & Conditions serves as written verification that Contractor: (i) either meets an exemption criterion under Section 2270.002; or it does (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the contract. This requirement does not apply to sole proprietorships, companies with fewer than ten employees; or contracts that are less than $100,000.00.

23. **NON-APPROPRIATION CLAUSE:** If the governing body of the Town fails to specifically appropriate sufficient funds to make the payments due in any Fiscal Year under this Contract, an event of non-appropriation ("Event of Non-appropriation") will have occurred, the terms of this Contract will not be renewed, and Contractor or Town may terminate this Contract at the end of the then current Fiscal Year, whereupon Town will be obligated to pay those amounts then due subject to the provisions herein. Nothing in this Section or elsewhere in this Contract will be deemed in any way to obligate the Town or create a debt of Town beyond its current Fiscal Year. CONTRACTOR HAS NO RIGHT TO COMPEL TOWN TO LEVY OR COLLECT TAXES TO MAKE ANY PAYMENTS REQUIRED HEREUNDER, OR TO EXPEND FUNDS BEYOND THE AMOUNT PROVIDED FOR IN THE THEN CURRENT FISCAL YEAR OF TOWN.

24. **PATENTS/COPYRIGHTS:** The successful Bidder agrees to protect the Town from claims involving infringements of patents and/or copyrights.

25. **PAYMENT:** Will be made upon receipt and acceptance by the Town for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code.

26. **PRICES HELD FIRM:**

A. All prices quoted in the proposals will remain firm until the commencement of the contract as mentioned below in section 26 (B) unless it is otherwise specified by the Town of Trophy Club.
B. This Contract shall commence beginning on the 1st day of October 2022, and shall expire at midnight, September 30, 2023, unless earlier terminated by either party in accordance with the terms of this Contract. This Contract may be renewed for four (4) additional one-year periods, if agreed upon in writing by both parties.
C. If during the life of the contract, the successful Bidder's net prices to other customers for the items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the Town.
D. If approved by the Town, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the Town. the maximum increase allowed under this provision shall be a maximum of three percent (3%) per year. The Town shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor's rates. Town cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation.

First Additional Year Escalation Percentage..... 3 %
Second Additional Year Escalation Percentage..... 3 %
Third Additional Year Escalation Percentage..... 3 %
Fourth Additional Year Escalation Percentage..... 3 %

27. **PURCHASE ORDER:** The Town shall generate a purchase order(s) to the successful Bidder. The purchase order number must appear on all itemized invoices.

28. **QUANTITIES:** Quantities indicated on the Bid Proposal Forms are estimates based upon the best available information. The Town reserves the right to increase or decrease quantities to meet its actual needs without any adjustments in bid price. Individual purchase orders will be issued on an as-needed basis.

29. **REFERENCES:** The Town requests each Bidder to supply, with its bid, a list of at least three (3) references where their firm supplied like services within the last three to five years. It is preferred that the list identify municipalities that are customers of Bidder. For each reference, include the name of firm, address, contact employee of firm, with telephone number and e-mail address, what services are provided to this reference, and how long your firm has provided this service to the reference entity.

30. **RELEASE OF INFORMATION AND PUBLIC INSPECTION:** After sealed bids have been opened, bids are open for public viewing upon request. If the proposal contains trade secrets or confidential information, the Respondent must specifically list that portion as confidential. All other parts of the proposal are open for public viewing upon request. At no time will confidential information, as noted by the Company, be released, unless ordered by a court or the Attorney General.

For processes other than low bid or best value bid, only the names of respondents will be read aloud at the bid opening.

31. **REQUIRED DOCUMENTATION:** In response to this invitation to bid, all documentation required by this bid must be provided.

32. **SALES TAX:** The Town is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Our taxpayer identification number is 75-2047474.

33. **SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these instructions, specifications, terms and conditions, shall be held invalid, such holding shall not affect the remaining portions of these instructions, specifications, terms and conditions and it is hereby declared that such remaining portions would have been included in these instructions, specifications, terms and conditions as though the invalid portion had been omitted.

34. **SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made based on this statement.

35. **SUBCONTRACTORS:** The Contractor shall be the sole source of contact for the Contract. The Town will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the Contract shall apply without qualification to any services performed or goods provided by any subcontractor.

36. **TAX/DEBT ARREARAGE:** The Town shall pay no money upon any claim, debt, demand, or account whatsoever, to any person, firm or corporation, who is in arrears to the Town for taxes or otherwise; and, the Town shall be entitled to a counter-claim and offset against any such debt, claim, demand, or account, in the amount of taxes or other debt in arrears, and no assignment or transfer of such debts are due, shall affect the right, authority, and power of the Town to offset the taxes or other debts against the same.

37. **TERMINATION FOR DEFAULT:** The Town reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Town in the event of breach or default of the contract. The Town reserves the right to terminate the contract in the manner set forth in the attached Contract. As soon as practicable after receipt of notice of termination, the Company shall submit a statement showing in detail the pro-rated payment, in a form satisfactory to the Town, that reflects the appropriate charges. The Town shall then pay the charges as required by law.

38. **TERMINATION OF CONTRACT:** The contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a ten (10) day written notice prior to any cancellation. The successful Bidder must state therein the reasons for such cancellation. The Town may, by written notice to the selected company, cancel this contract immediately without liability to the selected company if it is determined by the Town that gratuities or bribes in the form of entertainment, gifts, or otherwise contrary to Town Policy, were offered or given by the successful proposing party, or its agent or representative to any Town officer, employee, or elected representative with respect to the performance of the contract.

39. **TRAVEL AND DIRECT CHARGES:** The Town shall not compensate the Bidder for any travel costs incurred in delivery of services under the contract.

40. **VENUE:** Bidder shall comply with all Federal and State laws and Town Ordinances and Codes applicable to the Bidder's operation under this contract. The resulting specifications and the contract here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Denton County, Texas, where venue for any proceeding arising hereunder will lie.

41. **WITHDRAWAL OF PROPOSAL:** A proposal may be withdrawn any time prior to the official opening, if the request is received in writing from an authorized representative

TROPHY CLUB

SUBMITTAL AND PROPOSAL FORMS

SUBMITTAL EXCEPTION FORM

THIS PAGE MUST BE SIGNED AND INCLUDED WITH YOUR BID

Any exceptions to the Invitation to Bid (ITB) (including the Instructions, Specifications/Scope of Services, Standard Terms and Conditions, and Insurance Requirements) must be listed below. Additional pages may be attached. If there are no exceptions, please sign where indicated at the bottom of this page.

There are no further exceptions to the Instructions, Specifications, and Standard Terms and Conditions. I understand that the Town may not accept additional exceptions after final submission of this bid.

Signature	Company	Date

No exceptions are taken to this solicitation.

Signature	Company	Date
Ryan Burrow	Lawns of Dallas	8/12/22

BID PROPOSAL FORM

Quantities indicated below are estimates based on the best available information. The Town reserves the right to increase or decrease quantities to meet its needs without adjustment in prices proposed. Variations from the aforementioned specifications may be acceptable provided such differences are noted on the attached "Submittal Exception Form" and are deemed to be advantageous to the Town.

In case of calculation error, unit pricing shall prevail.

Item #	Estimated Quantity of Services Per Year	Description of Services	Map #
		GROUP 1 - THE HIGHLANDS Semi-Rough-Cut Mowing	Maps 1-12
1		The Highlands - Macquarie St. (Large)	Map 1
	36	Mowing Services Per Scope of Services	1908.00
2		The Highlands - MacQuarie St. (Small)	Map 2
	36	Mowing Services Per Scope of Services	1512.00
3		The Highlands - Strip b/t Macquarie and Redfern	Map 3
	36	Mowing Services Per Scope of Services	720.00
4		The Highlands - Highlands & Broadway / Bonte Ct / Waverly Dr Irrigated Areas	Map 4
	36	Mowing Services Per Scope of Services	2412.00
5		The Highlands - Broadway / Bondi Cove / Waverly Dr Non-Irrigated Areas	Map 5
	18	Mowing Services Per Scope of Services	2448.00
6		The Highlands - Morgan and Glory	Map 6
	36	Mowing Services Per Scope of Services	2160.00
7		The Highlands - Highland Ct	Map 7
	36	Mowing Services Per Scope of Services	1656.00
8		The Highlands - Balmain Ct	Map 8
	36	Mowing Services Per Scope of Services	3168.00
9		The Highlands - Rose Bay Lot	Map 9
	36	Mowing Services Per Scope of Services	1980.00
10		The Highlands - Geneva Ct / Rose Bay Ct	Map 10
	36	Mowing Services Per Scope of Services	1980.00
11		The Highlands - Roseville Ct	Map 11
	36	Mowing Services Per Scope of Services	1656.00
12		Marrickville Dr	Map 12
	36	Mowing Services Per Scope of Services	1656.00
13		Hourly Rate per 1 Worker	39.10
	HOURLY RATE	4 Hour Minimum - Mowing and Misc. Landscape Services	156.40
		TOTAL FOR GROUP 1	$ 23,256.00

Item #	Estimated Quantity of Services Per Year	Description of Services	Map #
		GROUP 2 - Irrigated Common Areas Semi Rough-Cut Mowing	Maps 13-22
14		Eagles Ridge / Fox Pointe	Map 13
	36	Mowing Services Per Scope of Services	5256.00
15		Fairway Village Dr	Map 14
	36	Mowing Services Per Scope of Services	864.00
16		Muirfield Ct	Map 15
	36	Mowing Services Per Scope of Services	1116.00
17		Lake Forest Median	Map 16
	36	Mowing Services Per Scope of Services	1260.00
18		The Woods ROWs	Map 17
	36	Mowing Services Per Scope of Services	2628.00
19		Medlin Cemetery ROWs	Map 18
	36	Mowing Services Per Scope of Services	2628.00
20		Avenue Twenty Medians (2)	Map 19
	36	Mowing Services Per Scope of Services	1116.00
21		Oakhill Dr Triangle	Map 20
	36	Mowing Services Per Scope of Services	1512.00
22		Shasta ROWs and Lot	Map 21
	36	Mowing Services Per Scope of Services	4536.00
23		Trophy Club Drive Lot adjacent to LDS Church	Map 22
	36	Mowing Services Per Scope of Services	424.00
		TOTAL FOR GROUP 2	$21,340.00

Item #.	Estimated Quantity of Services Per Year	Description of Services	Map #
		GROUP 3 - NON-Irrigated Common Areas Semi Rough-Cut Mowing	Maps 23-40
24		Sunrise Ct	Map 23
	18	Mowing Services Per Scope of Services	630.00
25		Eagles Ct	Map 24
	18	Mowing Services Per Scope of Services	1314.00
26		Skyline Trailhead and Ridgeview lot	Map 25
	18	Mowing Services Per Scope of Services	936.00
27		Indian Creek ROWs and Lake Forest Dr Median	Map 26
	18	Mowing Services Per Scope of Services	1170.00
28		Lake Forest Ct	Map 27
	18	Mowing Services Per Scope of Services	540.00
29		Cypress Ct	Map 28
	18	Mowing Services Per Scope of Services	540.00
30		Colonial Ct	Map 29
	18	Mowing Services Per Scope of Services	540.00
31		Straight Creek Ct Median (1)	Map 30
	18	Mowing Services Per Scope of Services	504.00
32		Spring Creek Ct Median (1)	Map 31
	18	Mowing Services Per Scope of Services	504.00
33		Rushing Creek Ct Median (1)	Map 32
	18	Mowing Services Per Scope of Services	504.00
34		Roaring Creek Ct Median (1)	Map 33
	18	Mowing Services Per Scope of Services	504.00
35		Crooked Creek Ct Lot	Map 34
	18	Mowing Services Per Scope of Services	1512.00
36		The Lakes Trail system	Map 35
	18	Mowing Services Per Scope of Services	2628.00
37		Bobcat Blvd ROWs	Map 36
	18	Mowing Services Per Scope of Services	1296.00
38		Bobcat Blvd Water Tower	Map 37
	18	Mowing Services Per Scope of Services	504.00
39		Brook Hollow Lane	Map 38
	18	Mowing Services Per Scope of Services	756.00
40		Trophy Club Triangle	Map 39
		Mowing Services Per Scope of Services	1116.00
41		Quorum Creek	Map 40
		Mowing Services Per Scope of Services	2268.00
42		Hourly Rate per 1 Worker	39.10
	HOURLY RATE	4 Hour Minimum - Mowing and Misc. Landscape Services	156.40
		TOTAL FOR GROUP 3	$ 17,766.00

Item #	Estimated Quantity of Services Per Year	Description of Services	Map #
		GROUP 4 - NON-Irrigated Common Areas Rough Cut Mowing	Maps 41-45
43		Sheldon Park	Map 41
	18	Mowing Services Per Scope of Services	936.00
44		Town Hall	Map 42
	18	Mowing Services Per Scope of Services	2268.00
45		HG SPLY Parking Lot	Map 43
	18	Mowing Services Per Scope of Services	1296.00
46		Milson's Point Lot	Map 44
	18	Mowing Services Per Scope of Services	918.00
47		North Linear sidewalks and around Ponds	Map 45
	18	Mow 60" pass on both sides of sidewalk, edge, line trim and blow, Mow 60" pass and line trim remaining area on Map 45.	2628.00
48		Hourly Rate per 1 Worker	39.10
	HOURLY RATE	4 Hour Minimum - Mowing and Misc. Landscape Services	156.40
		TOTAL FOR GROUP 4	$ 8,046.00

Item #	Estimated Quantity of Services Per Year	Description of Services	Map #
		GROUP 5 - Brush Hog Mowing	Maps 46-50c
49		114 Berm #1 - b/t curb and wall – b/t wall and private fence line	Map 46
	12	Mowing Services Per Scope of Services	6400.00
50		114 Berm #2 – b/t curb and wall - b/t wall and private fence line	Map 47
	12	Mowing Services Per Scope of Services	6400.00
51		114 Berm #3 – b/t curb and wall	Map 48
	12	Mowing Services Per Scope of Services	3200.00
52		Trophy Park Dr Lot	Map 49
	12	Mowing Services Per Scope of Services	450.00
53		North Linear Trail Open Space	Map 50a-50c
	12	Mowing Services Per Scope of Services	1650.00
54		Hourly Rate per 1 Worker	39.10
	HOURLY RATE	4 Hour Minimum - Mowing and Misc. Landscape Services	156.40
		TOTAL FOR GROUP 5	$18,100.00

Item #	Estimated Quantity of Services Per Year	Description of Services	Map #
		GROUP 6 - Trophy Club Park	Maps 51a-55
55		Trophy Club park entrance / roadway / loop road	Map 51a-51c
	10	Mowing Services Per Scope of Services	3850.00
56		Trophy Club Park Event Fields	Map 52
	10	Mowing Services Per Scope of Services	2410.00
57		Disc Golf Course	Map 53a-53b
	10	Mowing Services Per Scope of Services	3010.00
58		Trophy Club Park Garden	Map 54
	36	Mowing Services Per Scope of Services	2826.00
59		Youth Motocross Track	Map 55
	10	Mowing Services Per Scope of Services	3100.00
60		Hourly Rate per 1 Worker	39.10
	HOURLY RATE	4 Hour Minimum - Mowing and Misc. Landscape Services	156.40
		TOTAL FOR GROUP 6	$ 14,996.00

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in the Town of Trophy Club's bid process. The Purchasing Department will provide additional clarification of specifications, assistance with Bid Proposal Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The Town recognizes the certifications of the State of Texas Procurement and Support Services HUB Program (TPASS). All companies seeking information concerning DBE certification are urged to contact:

State of Texas HUB Program
Texas Procurement and Support Services
1711 San Jacinto
Austin, TX 78701
(512) 463-5872

If your company is already certified, attach a copy of your certification to this form and return with bid.

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO: _____ FAX NO: _____

Indicate all that apply:

_____ Minority-Owned Business Enterprise
_____ Women-Owned Business Enterprise
_____ Disadvantaged Business Enterprise

COOPERATIVE PURCHASING

The Town of Trophy Club encourages Cooperative Purchasing efforts among the governmental entities; therefore, it would be in the Bidder's best interest to help the Town of Trophy Club facilitate this cooperative effort.

Should other Governmental Entities decide to participate in this Contract, would you agree that all terms, conditions, specifications, and pricing would apply?

✓ Yes ____ No

If you, the Bidder, checked yes, the following will apply:

Governmental Entities utilizing Inter-Governmental Contracts with the **Town of Trophy Club** will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the **Town of Trophy Club** will be billed directly to that Governmental Entity and paid by that Governmental Entity. **The Town of Trophy Club** will not be responsible for another Governmental Entity's debts. Each Governmental Entity will prepare, execute, and administer its own contract for the goods or services with the vendor at the prices bid and accepted by the **Town of Trophy Club.** Each Governmental Entity will order its own material/services as needed and is responsible for ensuring full compliance with provisions relating to the quality of items and terms of delivery, warranty enforcement, and any other terms or conditions of its agreement with the vendor.

VENDOR REFERENCES

Please list three (3) Government references, **other than the Town of Trophy Club**, who can verify the quality of service your company provides. The Town prefers references from customers/governmental entities of a similar size and with a scope of work consistent with this bid.

REFERENCE ONE

GOVERNMENT/COMPANY NAME: Property Association of Lake Ridge

LOCATION: 100 Lake Ridge Parkway, Cedar Hill, TX 75104

CONTACT PERSON AND TITLE: Susan Atkinson (On-Site Manager)

TELEPHONE NUMBER: (972)299-5270

SCOPE OF WORK: Landscape Management Services

CONTRACT PERIOD: 08/01/21 - Current (3 Year Agreement)

REFERENCE TWO

GOVERNMENT/COMPANY NAME: Twin Creeks POA

LOCATION: 300 Twin Creeks Drive, Allen, TX 75013

CONTACT PERSON AND TITLE: Chelsea Chambo (On-Site Manager)

TELEPHONE NUMBER: (972)390-1194

SCOPE OF WORK: Landscape Management Services

CONTRACT PERIOD: 08/01/20 - Current (3 Year Agreement)

REFERENCE THREE

GOVERNMENT/COMPANY NAME: Dominium Group

LOCATION: Multiple locations in DFW

CONTACT PERSON AND TITLE: Adam Brookins - Senior Project Manager

TELEPHONE NUMBER: (763)277-1777

SCOPE OF WORK: Landscape Installation & Management Services

CONTRACT PERIOD: 4/1/22 - Current

COPY OF SIGNED FORM MUST BE INCLUDED WITH YOUR PROPOSAL

Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code.

Effective January 1, 2016, all contracts presented to Town Council will require awarded vendors to electronically file Form 1295 "Certificate of Interested Parties" and submit a certificate of filing to the Town, before the contract can be awarded. "Contract" includes contract amendments, extensions, or renewals, as well as purchase orders. The form will be included in every Bid, RFP, SOQ, and RFQ issued by the Town and will be required to be completed as part of the solicitation requirements.

Bidders/vendors must file the form electronically at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed copy of the form to the Town with their bid.

Bidders/vendors will need to create an account on the Texas Ethics Commission website. For assistance on how to register and how to complete Form 1295, you may view the short "Logging In the First Time – Business User" and "How To Create a Certificate" videos that are posted on the website noted above. In addition, there are several other links on the website posted above that may be helpful in understanding and completing Form 1295.

The Town is required to notify the Texas Ethics Commission, in an electronic format prescribed by the commission, of receipt of those documents not later than the 30th day after the date the contract for which the form was filed binds all parties to the contract.

Bidders must also complete the Conflict-of-Interest Questionnaire (Form CIQ) included in this solicitation.

TOWN OF TROPHY CLUB
ANNUAL CONTRACT FOR MOWING SERVICES

CERTIFICATION FORM

In submitting this bid, the bidder agrees and certifies to the following conditions:

3. The undersigned agrees that after the official opening this Bid becomes the property of the Town of Trophy Club.

4. The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a bid. The undersigned agrees, if this bid is accepted, to furnish all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Bid will be 90 calendar days unless a different period is noted by the bidder. This Contract shall commence beginning on the 1st day of October 2022, and shall expire at midnight, September 30, 2023, unless earlier terminated by either party in accordance with the terms of this Contract. This Contract may be renewed for four (4) additional one-year periods, if agreed upon in writing by both parties.

5. The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Bidder, nor any employee of the Town of Trophy Club, and that the contents of this bid have not been communicated to any other bidder or to any employee of the Town of Trophy Club prior to the official opening of this bid.

6. The respondent certifies that no employee, representative, or agent of the firm offered or gave gratuities in any form (i.e., gifts, entertainment, etc.) to any council Member, official, or employee of the Town of Trophy Club, in order to secure favorable treatment or consideration in awarding, negotiating, amending or concluding a final agreement for this bid. The bidder agrees that and warrants that no employee, official, or member of the Town Council is, or will be, peculiarly benefited, directly or indirectly, in this bid or any ensuing contract that may follow.

7. The bidder hereby certifies that he/she is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standards/provisions.

8. Respondent verifies that it does not Boycott Israel and agrees that during the term of this Agreement (Contract as applicable) will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

9. Respondent affirms, pursuant to Texas Government Code Chapter 2252, Subchapter F, that is it not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

10. Respondent/Vendor hereby assigns to purchase any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

11. The undersigned affirms that he/she has read and understands the specifications, terms and conditions, all exhibits and attachments contained in this proposal package.

12. The undersigned understands they are responsible for monitoring the Town website at www.trophyclub.org to ensure they have downloaded and signed all addenda required for submission with their response.

13. The Contract is not valid until approved by Council, if applicable. When an award letter is issued, it becomes a part of this Contract.

If an addendum to this proposal is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 _____ Add. No. 2 _____ Add. No. 3 _____ Add. No. 4 _____ Add. No. 5 _____

Company Name: WCS, Inc. dba Lawns of Dallas

Principal Place of Business Address, City, State, Zip: 8400 Ambassador Row, Dallas, TX 75247

Principal Place of Business Phone Number: (214)357-6522 Fax Number: n/a

AUTHORIZED REPRESENTATIVE:

Ryan Burrow	8/12/22
Signature	Date
Ryan Burrow	VP of Sales
Printed Name	Title
ryan@lawnsofdallas.com	(214)934-7927
Email Address	Phone

TOWN OF TROPHY CLUB
ANNUAL CONTRACT FOR MOWING

This Contract is made and entered into this 1 day of October, 2022 by and between WCS, Inc. dba Lawns of Dalla a corporation/partnership organized under the laws of the State of Texas, (hereinafter called the "Contractor") and the Town of Trophy Club, Texas, a municipal corporation, organized and existing under laws of State of Texas, acting through its Town Manager or other duly authorized designee, (hereinafter called the "Town").

For and in consideration of the covenants, performances, payments, and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

1. **TERM**
   This Contract shall commence beginning on the 1st day of October 2022, and shall expire at midnight, December 31, 2022, unless earlier terminated by either party in accordance with the terms of this Contract. This Contract may be renewed for four (5) additional one-year periods, if agreed upon in writing by both parties.

2. **SCOPE OF SERVICES**
   The Contractor agrees to provide all equipment, materials, supplies, labor, permits, insurance, and licenses as necessary to perform mowing/chemical treatment services in accordance with the provisions of this Contract and Attachments referenced below, which are incorporated for reference.

   This Contract is composed of the following Contract Documents:

   a) This Contract
   b) The Town's Invitation to Bid #1143, including all documents incorporated by reference – Attachment A
   c) Contractor's Proposal – Attachment B

   Any conflict in the foregoing documents shall be resolved by giving precedence first to this written Contract, and then to the Contract Documents in the sequential order listed above.

3. **PAYMENT**
   Invoices shall be mailed or emailed directly to:
   Town of Trophy Club
   Finance Department
   1 Trophy Wood Drive
   Trophy Club, Texas 76262
   finance@trophyclub.org

   The Town shall pay invoices for services properly performed within 30 days of receipt; provided however, that in the event the Town requests any supporting documentation for charges, payment shall be made within 30 days of receipt of the documentation. The Town's payment obligations are payable only and solely from funds available for the purposes of this Contract.

4. CHANGES

The Town may, from time to time, require changes in the scope of services of the Contractor to be performed hereunder. Such changes, which are mutually agreed upon by and between the Town and the Contractor, become effective when incorporated in a written amendment to this Contract executed by both parties.

5. TERMINATION OF CONTRACT

The Town may terminate this Contract for any reason upon 10 days' notice to Contractor. Upon termination, the Contractor shall be entitled to payment of such amount as shall compensate Contractor for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Contract, provided the Contractor shall have delivered to the Town such statements, accounts, reports and other materials as required herein, and provided that Contractor shall have delivered to the Town all reports, documents and other materials prepared by Contractor prior to termination. The Town shall not be required to reimburse Contractor for any services performed or expenses incurred after the date of the termination notice.

6. COMPLETENESS OF CONTRACT

This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Contract or any part thereof shall have any validity or bind any of the parties hereto.

7. INDEMNITY AND INSURANCE

a) **The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the Town, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of this Contract, or the breach of any express or implied warranties under this Contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from**

(i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the Contractor, its officers, agents, and employees. It is the expressed intention of the parties hereto, both Contractor and the Town, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the Town from the consequence of (i) the Contractor's own negligence where that negligence is the cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit, and liability where in injury, death, or damage results from the negligence of the Town. In the event any action or proceeding is brought against the Town by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the Town. The indemnity provided for herein shall survive the termination or expiration of this Contract.

b) Contractor shall maintain and shall be caused to be in force at all times during the term of this Contract the insurance coverages required by the Town's Invitation to Bid RFP #2022-01.

c) This Contract is not intended to extend the liability of the parties beyond that provided by law. The Town does not waive, limit, or surrender any immunity or defense available to the Town

8. ASSIGNMENT

The parties hereby agree that Contractor may not assign, convey, or transfer its interest, rights, and duties in this Agreement without the prior written consent of the Town.

9. NOTICES

Any notices required by this Contract shall be sufficient if sent by the parties in the United States mail, postage paid, return receipt requested or via overnight delivery service, to the address noted below and shall be effective upon receipt:

Wade Carroll	Contact Name
Town Manager	Title
Town of Trophy Club	Company Name
1 Trophy Wood Drive	Address
Trophy Club, TX 76262	City, State, Zip

Either party may change its address by giving written notice to become effective upon five days' notice.

10. MISCELLANEOUS

(a) This Contract shall be governed by the laws of the State of Texas and any action relating to this Contract shall be filed in district court in Denton County, Texas.

(b) Contractor is an independent contractor and not an employee of the Town.

(c) In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including those pertaining to equal employment opportunity and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion or sexual orientation.

(d) This Contract may be amended or supplemented only by the mutual written consent of the parties' authorized representatives.

(e) No provision of this Contract may be waived unless in writing and signed by both of the parties hereto. Waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach of such provision nor shall a waiver of any one provision of this Contract be deemed to be a waiver of any other provision.

(g) The Section headings in this Contract are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of this Contract or of any Section.

(h) Nothing in this Contract shall be construed to create any right in any third party not a signatory to this Contract, and the parties do not intend to create any third-party beneficiaries by entering this Contract.

(i) The language of all parts of this Contract shall be construed according to its fair meaning, and the presumption or principle that the language herein is to be construed against either party shall not apply.

TOWN OF TROPHY CLUB
ANNUAL CONTRACT FOR MOWING

IN WITNESS WHEREOF, the Town and the Contractor have executed this Contract as of the date first written above.

Town of Trophy Club

Wade Carroll, Town Manager

CONTRACTOR NAME

Owner

ATTEST:

ATTEST:

TOWN OF
TROPHY CLUB

PURCHASE REQUISITION FORM

Requisition Number _____

Date : 9/26/2023

Department Parks & Rec

Vendor (Name & Address)
OCC (DPC Industries, INC)
300 Jackson Hill Street
Houston, TX 77007

Delivery Address
1 Trophy Wood Drive
Trophy Club, TX 76262

Project# _____

Account Number	Description	Quantity	Unit Amount	Total Amount
	Water treatment chemicals for pool, inlcuding LiquiChlor and Acid.			
01-450-72300 Project 102		1	23,000.00	$ 23,000.00
Co-op info:	Buy Board #701-23			
			Total	**$ 23,000.00**

Budgeted? (Must Circle One) (Yes) or No **Explanation (if not budgeted:)** _____

Comments: Blanket PO

Department Requestor: Daniel Wilson

Department Approval:

Finance:

Town Manager:

The Town of Trophy Club must have a completed Vendor Packet on file before a requisition can be accepted by the Finance Department.

BuyBoard Vendor Contract Information Summary

Vendor	DCC, Inc.
Contact	Samantha Flowers
Phone	972-224-1669
Email	dccsales@dcc-pools.com
Vendor Website	www.dcc-pools.com
TIN	75-1481408
Address Line 1	2929 Storey Ln.
Vendor City	Dallas
Vendor Zip	75220
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Company Truck
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	8, 9, 10, 11, 12
States	All States
Contract Name	Swimming Pool Chemicals, Supplies, and Equipment
Contract No.	701-23
Effective	06/01/2023
Expiration	05/31/2026
Accepts RFQs	Yes
Quote Reference Number	Buyboard Contract 701-23
Return Policy	20% Restocking on Parts or Supplies after 30 Days / No Return on Chemicals once delivery of product has been accepted by the customer

TOWN OF
TROPHY CLUB

PURCHASE REQUISITION FORM

Requisition Number _____

Date : 9/26/2023

Department Parks & Rec

Vendor (Name & Address)
SiteOne Landscape Supply
4733 Keller Haslet Road
Fort Worth, Texas 76244-8108

Delivery Address
1 Trophy Wood Drive
Trophy Club, TX 76262

Project# _____

Account Number	Description	Quantity	Unit Amount	Total Amount
	Irrigation supplies, landscape material, and playground mulch			
01-400-65100 Project 002		1	15,000.00	$ 15,000.00
01-400-65100 Project 003		1	11,000.00	$ 11,000.00
01-400-65100 Project 004		1	8,000.00	$ 8,000.00
01-400-65100 Project 004		1	5,000.00	$ 5,000.00
01-400-65100 Project 010		1	2,500.00	$ 2,500.00
Co-op info:	Buy Board #705-23			
			Total	**$ 41,500.00**

Budgeted? (Must Circle One) (Yes) or No **Explanation (if not budgeted:)** _____

Comments: Blanket PO

Daniel Wilson
Department Requestor: Daniel Wilson

Department Approval:

Finance:

Town Manager:

The Town of Trophy Club must have a completed Vendor Packet on file before a requisition can be accepted by the Finance Department.

BuyBoard Vendor Contract Information Summary

Vendor	SiteOne Landscape Supply
Contact	Monique Potts
Phone	2164044749
Email	bids@siteone.com
Vendor Website	www.siteone.com
TIN	36-4485550
Address Line 1	1385 East 36th Street
Vendor City	Cleveland
Vendor Zip	44114
Vendor State	OH
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30 Days
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Company Truck
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Field and Turf Irrigation Products, Landscaping Products, and Specialty Conditioners/Soils
Contract No.	705-23
Effective	06/01/2023
Expiration	05/31/2026
Accepts RFQs	Yes

TOWN OF
TROPHY CLUB

PURCHASE REQUISITION FORM

Requisition Number _____

Date : 10/2/2023

Department Parks & Rec

Vendor (Name & Address)
PyroTex
4368 FM 1553
Leonard, Texas 75452

Delivery Address
1 Trophy Wood Drive
Trophy Club, TX 76262

Project# _____

Account Number	Description	Quantity	Unit Amount	Total Amount
16-370-76700	Fourth of July Celebration Firework Show 2024	1	27,000.00	$ 27,000.00
Co-op info:				
			Total	**$ 27,000.00**

Budgeted? (Must Circle One) (Yes) or No **Explanation (if not budgeted:)** _____

Comments: _____

Department Requestor: Daniel Wilson

Department Approval:

Finance:

Town Manager:

The Town of Trophy Club must have a completed Vendor Packet on file before a requisition can be accepted by the Finance Department.

TOWN OF
TROPHY CLUB

PURCHASE REQUISITION FORM

Requisition Number _____

Date : 10/1/2023

Department _____

Vendor (Name & Address)
Motorola Solutions
415 E. Exchange
Allen, TX 75002

Delivery Address
1 Trophy Wood Drive
Trophy Club, TX 76262

Project# _____

Blake Galloway 214-551-2709

Account Number	Description	Quantity	Unit Amount	Total Amount
07-251-83700	**8 Motorola Watchguard M500 video car systems**	1	82,566.40	$ 82,566.40
	Includes 3 year License/ Support Fees and Extended Warranty			
	Discount of $28,316.72			
	Quote 2273540			
Co-op info:	**DIR-TSO-4101**			
			Total	**$ 82,566.40**

Budgeted? (Must Circle One) (Yes) or No **Explanation (if not budgeted:)** _____

Comments: ____Capital Exp_New Patrol Unit Camera in car systems _____

Department Requestor:

Department Approval:

Finance:

Town Manager:

The Town of Trophy Club must have a completed Vendor Packet on file before a requisition can be accepted by the Finance Department.

MOTOROLA SOLUTIONS

Budgetary

QUOTE-2273540
Trophy Club PD M500 With XR80 (8)

Billing Address:
TROPHY CLUB POLICE DEPARTMENT
1 TROPHY WOOD DR
TROPHY CLUB, TX 76262
US

Quote Date:08/10/2023
Expiration Date:11/08/2023
Quote Created By:
Blake Galloway
Regional Sales Manager
Blake.Galloway@motorolasolutions.com
214-551-2709

End Customer:
TROPHY CLUB POLICE DEPARTMENT
Steve Woodard
swoodard@trophyclub.org
682-237-2954

Contract: Texas DIR-TSO-4101
Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	APC	Description	Qty	Term	Sale Price	Ext. Sale Price
	M500						
1	WGW00502	0854	M500 EXTENDED WARRANTY	8	3 YEAR	$344.80	$2,758.40
2	WGB-0708A	0851	M500 ICV SYSTEM W/RCAM V300 WIFI DCK,SPS	8		$6,315.00	$50,520.00
3	WGP02852-F	0851	CABLE ASSY, INPUT, 25', W/ FERRITE, M500	8		$50.00	$400.00
	Sierra Wireless Devices						
4	WSWA-1104789	0851	XR80 5G ROUTER WIFI 1-YEAR AIRLINK COMPL	8		$1,599.00	$12,792.00
5	WSWA-1104757	0851	XP XR CARTRIDGE 5G	8		$855.00	$6,840.00
6	WSWA-6001443	0851	DOME ANTENNA 5 IN 1 4X5G LTE, GNSS, BLK	16		$139.00	$2,224.00
7	WSWA-9010394	0851	UPGRADE AIRLINK COMPLETE TO 5 YEARS XR80	8		$272.00	$2,176.00

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 – #: 36-1115800

MOTOROLA SOLUTIONS

Budgetary

QUOTE-2273540
Trophy Club PD M500 With XR80 (8)

Line #	Item Number	APC	Description	Qty	Term	Sale Price	Ext. Sale Price
8	WSWA-GWS10025	0851	MODEM SETUP BASIC PRO SERVICES	8		$22.00	$176.00
	VideoManager EL & EX: Video Evidence Management						
9	WGP02400-510	0853	VIDEOMANAGER EL, 4RE/ M500 ANNUAL DEVICE LICENSE & SUPPORT FEE	8	3 YEAR	$585.00	$4,680.00
	Vigilant						
10	DDN3420A	0669	BASIC REMOTE SUPPORT FOR WG LPR LICENSE	1		$0.00	$0.00
11	TT4131A	0693	M500 BASIC LPR ANNUAL SERVICE FEE	8		$0.00	$0.00

Subtotal $110,883.12

Total Discount Amount $28,316.72

Grand Total $82,566.40(USD)

Pricing Summary

	Sale Price	
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	$77,607.47	$0.00
Year 2 Subscription Fee	$2,479.47	$0.00
Year 3 Subscription Fee	$2,479.47	$0.00
Grand Total System Price	$82,566.40	$0.00

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 – #: 36-1115800

M500 In-Car Video System License Plate Recognition (LPR) – Solution Description

DESCRIPTION

Safety is your primary concern. You have to ensure that every officer has the best possible information before engaging with a suspect. And a vehicle's license plate can unlock critical data to inform your response to a situation.

The M500 in-car video system has powerful License Plate Recognition (LPR) capabilities, and is carefully integrated with our market-leading Vigilant LEARN LPR platform. The M500's 120-degree 4K front camera can capture license plate and vehicle make/model information in up to three lanes of traffic simultaneously, while moving at up to 70mph. The process is completely automated, with no requirement for interaction with the camera or software. Officers can concentrate on other important tasks, while the M500 continuously scans its environment.

DETAILS

The M500 in-car video system is designed around a high-power processing core optimized for AI applications such as LPR. Using a high-accuracy OCR algorithm, the 4K front camera sensor can capture multiple license plates moving at normal highway speeds from up to 40 feet away.

The M500 is not recommended for high-speed (>70 mph), long-range or high-throughput LPR applications, or where target vehicles will not be visible through the front windshield. For these situations we offer our L5M purpose-designed mobile LPR camera.

The M500 system connects to CarDetector Mobile (CDM) software running on your in-car Mobile Data Terminal (MDT). CDM gives officers a convenient dashboard, showing the video stream(s), recently-captured license plates and recent "hits". It can be configured to give visible and audible alerts whenever a plate matches an entry on a hotlist. Hotlists can be agency-owned or shared.

You also have access to the market-leading Vigilant PlateSearch application, for analysis of LPR data captured by agency cameras. Optionally, you can extend this to include LPR data from neighboring agencies and commercial customers.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

TOWN OF
TROPHY CLUB

PURCHASE REQUISITION FORM

PO Number _____

Date : 10/1/2023

Department PD/FD

Vendor (Name & Address)
Denton County/ Technology Services
Denton County Auditor
1 Courthouse Dr, Ste 2000
Denton, TX 76208 940-349-4500

Delivery Address
1Trophy Wood Drive
Trophy Club, TX 76262

Project# _____

Account Number	Description	Quantity	Unit Amount	Total Amount
01-	**Police CAD/RMS Maintenance Fees and Optional**			
	for FY 2023-2024.			
	Police Dispatch Fund Code: 01-251-66500	1	46,306.00	$ 46,306.00
	Fire Dispatch Fund Code: 01-255-66500/ 01-256-66500	1	11,243.00	$ 11,243.00
	Approved Communication Agreement by Council on April 25, 2023			
			Total	**$ 57,549.00**

Comments

Requested by:

Approved by:

Finance Approved by:

The Town of Trophy Club must have a completed Vendor Packet on file before a requisition can be accepted by the Finance Department.

DENTON COUNTY
COMMISSIONERS COURT

06/06/2023

Month Day Year

23-0445

Court Order Number

12. A.

THE ORDER:

Approval of the 2023-2024 Interlocal Agreements for Shared Governance Communications and Dispatch Services System between Denton County, Texas and Aubrey ISD Police Department; Hickory Creek Police Department; Justin Police Department; Justin Community Volunteer Fire Department; Krugerville Police Department; Ponder Police Department, and the Town of Trophy Club Fire & Police Departments, and any appropriate action.

Motion by Falconer **Seconded by** Mitchell

County Judge Andy Eads	Yes	X
	Abstain	
	No	
	Absent	
Commissioner Pct No 1 Ryan Williams	Yes	X
	Abstain	
	No	
	Absent	
Commissioner Pct No 2 Kevin Falconer	Yes	X
	Abstain	
	No	
	Absent	
Commissioner Pct No 3 Bobbie J. Mitchell	Yes	X
	Abstain	
	No	
	Absent	
Commissioner Pct No 4 Dianne Edmondson	Yes	X
	Abstain	
	No	
	Absent	

Motion Carried 5-0-0

Other Action: **Pulled from Consent** ___ **No Action** ___ **Postponed** ___

BY ORDER OF THE COMMISSIONERS COURT:

Andy Eads

Presiding Officer

APPROVED AS TO FORM:

Assistant District Attorney

ATTEST:

Juli Luke , County Clerk and Ex-Officio Clerk of the Commissioners Court of Denton County, Texas

BY: Theresa

Deputy County Clerk

STATE OF TEXAS §
§
COUNTY OF DENTON §

INTERLOCAL COOPERATION AGREEMENT FOR
SHARED GOVERNANCE COMMUNICATIONS & DISPATCH SERVICES SYSTEM

This Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services System, hereinafter referred to as "Agreement", is made by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as the "County", and

Name of Agency: Town of Trophy Club Fire & Police Departments

hereinafter referred to as "Agency".

WHEREAS, the County is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County, Texas; and

WHEREAS, the Agency is duly organized and operating under the laws of the State of Texas engaged in the provision of municipal government and/or related services for the benefit of the citizens of Agency; and

WHEREAS, parties agree that the utilization of combined communications and dispatch services system will be in the best interests of both the County and the Agency,

WHEREAS, the County and the Agency mutually desire to be subject to the provisions of the Interlocal Cooperation Act of the V.T.C.A. Government Code, Chapter 791; and

NOW THEREFORE, the County and the Agency, for the mutual consideration hereinafter stated, agree and understand as follows:

1. **PURPOSE.** The Denton County Sheriff ("Sheriff") has the facilities to provide emergency telecommunications and dispatch services throughout Denton County. The Agency wishes to utilize the Sheriff's available telecommunications and dispatch services ("Services") during the term of this agreement.

2. **ADVISORY BOARD.** The Denton County Sheriff's Office will establish an Advisory Board for the Shared Governance Communication and Dispatch System "Advisory Board". The membership of the board shall be the Chief of each Agency, or designee. The Advisory Board may advise and make recommendations to the Sheriff and the Sheriff's Office on matters relating to the Communications Center, as well as the recommendations for the Annual Agency Workload and Cost Statistics, within the limitations set forth in paragraph 6.1, herein.

3. **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a one-year period beginning **October 1, 2023** and ending on **September 30, 2024**.

4. **TERMINATION OF AGREEMENT.** Either party may terminate this agreement, with or without cause, after providing ninety (90) days written notice to the other party.

5. **ANNUAL SERVICE FEE.** Each Agency shall pay to the County a fee for services based on the workload generated by the Agency.

5.1. Agency shall pay to County the Total Amount on ***Exhibit "A"***.

5.2. The Agency shall complete ***Exhibit "A"***, Agency Payment Worksheet, to identify the payment terms preferred by Agency. Agency is responsible for sending payments to County

5.3. The fee for service will be based on the pro rata share of the workload generated by the Agency.

5.4. County agrees to provide Agency a proposed service fees for the next budget/fiscal year as agreed by the parties.

5.5 If this Agreement is terminated prior to the expiration of the term of the Agreement, payment shall be pro-rated by written agreement between the parties.

5.6 Dispatch costs for the upcoming fiscal year are calculated utilizing 50% of the approved Communications Budget for the current fiscal year and agency workload statistics from the previous fiscal year.

Agency workload percentages are calculated by:

5.6.1. Determining the agency's percentage of total Calls For Service (CFS)

5.6.2 Determining the agency's percentage of total Officer Initiated Activity (OIA)

5.6.3 Averaging the values from # 5.6.1 & # 5.6.2

5.6.4 Determining the percentage of OIA that is Mobile Data Computer (MDC) activity

5.6.5 Determining agency OIA that is not MDC Activity

5.6.6 Determining adjusted percentage of OIA that is MDC activity by dividing value of # 5.6.5 by total OIA

5.6.7 Determining agency CFS that are public requests by subtracting agency assists or mutual aid calls from the agency's CFS

5.6.8 Determining adjusted percentage of total CFS that are public requests by dividing value of # 5.6.7 by total CFS

5.6.9 Determining agency workload percentage by calculating average of # 5.6.6 and # 5.6.8

5.6.10 Determining agency final cost by workload by multiplying value of # 5.6.9 against 50% of the approved Communications budget

6. **COUNTY SERVICES AND RESPONSIBILITIES**. The County agrees to provide the following services and responsibilities:

6.1 The Sheriff shall have the sole discretion as to the method of providing the Services including, but not limited to the order of response to calls, and shall be the sole judge as to the most expeditious and effective manner of handling and responding to calls for service or the rendering thereof. The Sheriff shall have the sole discretion as to the method and final decision regarding the annual workload and cost statistics. The Sheriff will devote sufficient time to insure the performance of all duties and obligations set forth herein.

6.2 County shall furnish full-time communications services including a twenty-four (24) hours a day, seven (7) days a week public safety answering point, radio services, dispatching services, or law enforcement transmission originating from AGENCY requesting law enforcement and fire

protection services and access to local, regional, state, and national data bases and telecommunications systems.

6.3 The services provided by County include the following:

6.3.1 twenty-four (24) hours a day, seven (7) days a week public safety answering point;

6.3.2. receiving emergency and routine calls for law enforcement, fire, and medical services;

6.3.3 directing a response to said calls by dispatching the appropriate law enforcement, fire, and medical services;

6.3.4. providing on-going communication support to the emergency personnel in the field; and

6.3.5 updating, maintaining, and managing the County owned radio communications system, computer systems, support files, and resource materials necessary to accomplish the above.

6.4 County may add new Agencies not currently served by Denton County at the discretion of Denton County and the Denton County Sheriff's Office.

7. **AGENCY RESPONSIBILITIES.** The Agency agrees to the following responsibilities:

7.1 Providing accurate current GIS data of the corporate limits and extraterritorial jurisdiction of the Agency.

7.2 Furnish County with a current list of all Officers and Reserves authorized by Agency to use the communications system.

7.3 Agency is responsible for the costs and upgrades associated with maintaining Agency's communication equipment.

7.4 Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes

7.5 Adherence to all Sheriff's Office communications rules and regulations.

7.6 Agency agrees to provide all necessary and required TLETS paperwork. See ***Exhibit "B"***.

7.7 Appoint representative and agree to participate in the Advisory Board.

7.8 Agency is responsible for sending payments to County as more fully described in ***Exhibit "A"*** to this Agreement.

8. AGREEMENT. The parties acknowledge they have read and understand and intend to be bound by the terms and conditions of this Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in writing in this agreement. This Agreement may be amended only by written instrument signed by both parties.

9. AGREEMENT LIASONS. Each party to this agreement shall designate a Liaison to insure the performance of all duties and obligations of the parties. The Liaison for each party shall devote sufficient time and attention to the execution of said duties on behalf of the Party to ensure full compliance with the terms and conditions of this Agreement.

10. ASSIGNMENT. Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

11. AGENCY LIABILITY. The Agency understands and agrees that the Agency, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the County. The Agency shall not be required to indemnify nor defend County for any liability arising out of the wrongful acts of employees or agents of County to the extent allowed by Texas law.

12. COUNTY LIABILITY. The County understands and agrees that the County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the Agency. The County shall not be required to indemnify nor defend Agency for any liability arising out of the wrongful acts of employees or agents of Agency to the extent allowed by Texas law.

13. DISPUTES/RECOURSE. County and Agency agree that any disputes or disagreements that may arise which are not resolved at the staff level by the parties should be referred to the Appointed Liaisons for each entity. Any further disputes arising from the failure of either Agency or County to perform and/or agree on proportionate reduction in fees shall be submitted to mediation, with the parties splitting the mediation fees equally. It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency of performance and duty to pay or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment shall be referred to a court of competent jurisdiction in Denton County, Texas.

14. EXHIBITS. Attached hereto, and referred to elsewhere in this Agreement are the following Exhibits, which are hereby incorporated by reference.

Exhibit A	**Agency Payment Worksheet**
Exhibit B	**TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT**

15. MULTIPLE ORIGINALS. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

16. NOTICES. All notices, demands or other writings may be delivered by either party by U.S. First Class Mail or by other reliable courier to the parties at the following addresses:

County:	1	Denton County Judge Denton County Commissioners Court 1 Courthouse Drive, Ste 3100 Denton, Texas 76208
	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

Name of Agency:	Town of Trophy Club Fire & Police Departments
Contact Person	Mayor Alicia Fleury
Address	1 Trophy Wood Dr.
City, State, Zip	Trophy Club, TX 76262
Telephone	682-237-2900
Email	afleury@trophyclub.org

17. SEVERABILITY. The validity of this Agreement and/or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Denton County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

18. THIRD PARTY. This Agreement is made for the express purpose of providing communications and dispatch services, which both parties recognize to be a governmental function. Except as provided in this Agreement, neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any liability for the benefit of third parties.

19. VENUE. This agreement will be governed and construed according to the laws of the State of Texas. This agreement shall be performed in Denton County, Texas.

20. WAIVER. The failure of County or Agency to insist upon the performance of any term or provision of this Agreement or to exercise or enforce any right herein conferred, or the waiver of a breach of any provision of this Agreement by either party, shall not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right, or future breach of such provision, on any future occasion.

21. AUTHORIZED OFFICIALS. Each party has the full power and authority to enter into and perform this Agreement. The persons executing this Agreement represent they have been properly authorized to sign on behalf of their governmental entity.

22. CURRENT FUNDS. All payments made by Agency to County pursuant to this Agreement shall be from current revenues available to Agency.

23. DISPATCH & COMMUNICATION RECORDS. The parties acknowledge that the Denton County Sheriff's Office may release dispatch and communication records of Agency pursuant to the Texas Public Information Act until such a time that the parties agree to transfer such responsibility to Agency.

DENTON COUNTY, TEXAS

Andy Eads, County Judge
Denton County Commissioners Court
1 Courthouse Drive, Ste 3100
Denton, Texas 76208
(940)349-2820

EXECUTED duplicate originals on this

Date: 4/4/23

Approved as to content:

Denton County Sheriff's Office

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

AGENCY

Alicia Fleury, Mayor
Town of Trophy Club
1 Trophy Wood Dr.
Trophy Club, TX 76262
682-237-2900

EXECUTED duplicate originals on this

Date: April 25, 2023

Approved as to content:

Fire Chief Jason Wise

Police Chief Patrick Arata

Approved as to form:

Attorney for Agency

Exhibit A

2023-24 Budget Year
Denton County Sheriff's Office
Communications Agreement
Agency Payment Worksheet/Invoice

Agency:	**Town of Trophy Club Fire & Police Departments**
Payment Contact Person:	Chief Arata, Chief Wise and/or April Duvall
Phone Number:	682-237-2900
Email(s):	parata@trophyclub.org jwise@trophyclub.org or aduvall@trophyclub.org
Address:	1 Trophy Wood Dr.
City, State, Zip	Trophy Club, TX 76262
AGENCY TOTAL AMOUNT DUE	$ 11,243.00 Fire $ 46,306.00 Police **$ 57,459.00 Total**

Agency Should Include this Worksheet with Each Payment Sent to Denton County.

Make checks payable to:	**Denton County**
Mail payments to:	**911 Dispatch Agreement Payments** **Denton County Sheriff's Office** **Attn: Sherry Cochran** **127 N. Woodrow Lane** **Denton, Texas 76205**

Payment Plan Options

Agency MUST Select One Payment Option

1	✓	One Annual Payment (100%)
2		Two Payments (50%)
3		Four Payments (25%)
4		Twelve Monthly Payments
5		Other Payment Option

Exhibit B

TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS)
NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2023-2024

Twenty-Four Hour Terminal Agency	**DENTON COUNTY SHERIFF'S OFFICE**
Non Twenty-Four Hour Terminal Agency	**Trophy Club Police Department**

This document constitutes an agreement between the following parties:

The Twenty-Four Hour Terminal Agency agrees to make entries into the Texas Crime Information Center (TCIC) and the National Crime Information Center (NCIC) computers for the Non Twenty-Four Hour Terminal Agency.

All records must be entered with the Twenty-Four Hour Agency's ORI, and all case reports and original warrants must be held at the Twenty-Four Hour Agency for hit confirmation purposes.

The Non Twenty-Four Hour Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

The Twenty-Four Hour Agency reserves the right to suspend service to the Non Twenty-Four Hour Agency which may include canceling of records entered for the Non Twenty-Four Hour Agency when applicable policies are violated. The Twenty-Four Hour Agency may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.

In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Non Twenty-Four Hour Agency agrees to maintain accurate records of all TCIC/NCIC entries made through the Twenty-Four Hour Agency and to immediately notify the Twenty-Four Hour Agency of any changes in the status of those reports to include the need for cancellation, addition, deletion or modification of information. The Twenty-Four Hour Agency agrees to enter, update and remove all records for the Non Twenty-Four Hour Agency on a timely basis, as defined by NCIC.

In order to comply with NCIC Validation requirements, the Non Twenty-Four Hour Agency agrees to perform all validation procedures as required by NCIC on all records entered through the Twenty-Four Hour Agency.

Either the Twenty-Four Hour Agency or the Non Twenty-Four Hour Agency may, upon thirty days written notice, discontinue this agreement.

To the extent allowed by the laws of the State of Texas, the Non Twenty-Four Hour Agency agrees to indemnify and save harmless the Twenty-Four Hour Agency as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non Twenty-Four Hour Agency or its employees in the exercise of the enjoyment of this Agreement.

In witness whereof, the parties hereto caused this agreement to be executed by the proper officers and officials.

DENTON COUNTY SHERIFF'S OFFICE

Signature: _____

By: Tracy Murphree

Title: Denton County Sheriff

Date: 5-23-2023

AGENCY

Signature: _____

By: Patrick Arata

Title: Police Chief

Date: 4-27-23

TOWN OF
TROPHY CLUB

PURCHASE REQUISITION FORM

PO Number _____

Date : 10/1/2023

Department PD

Project# _____

Vendor (Name & Address)
Flock Group inc.
1170 Howell Mill Rd, NW Suite 210
Atlanta GA 30318

Delivery Address
1Trophy Wood Drive
Trophy Club, TX 76262

214-542-5610 Jasmine Norton

Account Number	Description	Quantity	Unit Amount	Total Amount
04-251-83700	**Year one of a five year service agreement for the Flock LPR cameras**			
	10 cameras	1	24,900.00	$ 24,900.00
	Standard Implementation Fee (one time fee)	1	650.00	$ 650.00
	Approved in the CCPD FY 2023-24 budget and approved by Council.			
	Approved Contract			
			Total	**$ 25,550.00**

Comments

Requested by:

Approved by:

Finance Approved by:

The Town of Trophy Club must have a completed Vendor Packet on file before a requisition can be accepted by the Finance Department.

Flock Safety + TX - Trophy Club PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Ashley Shambo
ashley.shambo@flocksafety.com
9723109832

flock safety

flock safety

EXHIBIT A

ORDER FORM

Customer:	TX - Trophy Club PD	Initial Term:	60 Months
Legal Entity Name:	TX - Trophy Club PD	Renewal Term:	24 Months
Accounts Payable Email:	parata@trophyclub.org	Payment Terms:	Net 30
Address:	1 Trophy Wood Dr Trophy Club, Texas 76262	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$24,900.00**
Flock Safety Flock OS			
FlockOS ™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	9	Included
Flock Safety Falcon ®	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	$650.00	1	$650.00

Subtotal Year 1:	$25,550.00
Annual Recurring Subtotal:	$24,900.00
Discounts:	$25,500.00
Estimated Tax:	$0.00
Contract Total:	$125,150.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$25,550.00
Annual Recurring after Year 1	$24,900.00
Contract Total	$125,150.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	$25,500.00
Flock Safety Add-ons	$0.00
Flock Safety Professional Services	$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms

TemplateErrorExists:XPath expression (//Flock_Safety_LPR_Products[text()='Flock Safety Falcon ®']) returned more than one node

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at https://www.flocksafety.com/terms-and-conditions

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.		**Customer: TX - Trophy Club PD**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____
		PO Number:	_____

TOWN OF
TROPHY CLUB

PURCHASE REQUISITION FORM

Requisition Number _____

Date : 3-Oct-23

Department Police

Vendor (Name & Address)
Sam Pack Five Star Ford
1635 S. IH35 E Carrollton, Tx. 75006
888-835-3389

Delivery Address
1 Trophy Wood Drive
Trophy Club, TX 76262

Project# _____

Account Number	Description	Quantity	Unit Amount	Total Amount
04-251-87300	**Vehicle - Ford Explorer Interceptor (color black)**			
	#116 K7B Ending K8A	2	49,693.62	$ 99,387.24
	Vehicle - Ford F-150 Crew Cab Police Responder (color black)			
	#123 F1C Ending W1P	1	59,298.60	$ 59,298.60
Co-op info:	**Buy Board 601-19**			
			Total	**$ 158,685.84**

Budgeted? (Must Circle One) **Yes or No** **Explanation (if not budgeted:)** _____

Comments: Quotes Attached

Captain S. Woodard
Department Requestor:

Acting Chief B. Tillman
Department Approval:

Finance:

Town Manager:

The Town of Trophy Club must have a completed Vendor Packet on file before a requisition can be accepted by the Finance Department.

Sam Pack's Five Star Ford
1635 S. IH 35E Carrollton Texas, 75006
(888) 8 FLEET 9 (888-835-3389) - FAX 972-245-5278

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Cars and Light Trucks

Team Members - Kevin Moore - Jessica Wooten - Jorge Guerra - Alan Rosner

BuyBoard - 601-19

End User: TROPHY CLUB **Sam Pack's Rep:** KEVIN MOORE

Contact: CAPT. WOODARD **Date:** 9.12.23

Contact TN/Email **Phone #**

Product Description: **2022 Ford Explorer** Interior and Exterior Color Code: TBD

A. **Bid Line #** #116 K7B ENDING K8A POLICE INTERCEPTOR **Base Price:** $ 27,700.00

B. **Published Options (Itemize Each Below)**

Code	Description	Bid Price	Code	Description	Bid Price
	Automatic	included	43D	COURTESY LAMP DIAABLE	INCLUDED
	power Group	included	47A	POLICE ENGINE IDLE	INCLUDED
	Speed Control	included	549	POWER HEATED MIRRORS	INCLUDED
	Air Conditioning (Front)	included	60R	NOISE SUPPRESSION BONDS	INCLUDED
	SYNC SYSTEM	included	61B	OBD2 SPLITTER	INCLUDED
	3.3 V6	included		PRE COLLISION ASSIST	INCLUDED
2025	Upgrade to K8A PI-Utility	$ 18,955.00	76R	REVERSE SENSING	INCLUDED
17T	CARGO DOME LAMP	INCLUDED	60A	GRILL WIRING/LAMP/SIREN/SPKR	INCLUDED
51R	LED DRIVERS SIDE SPOT LAMP	INCLUDED	17A	AUX A/C	INCLUDED
55F	KEYLESS ENTRY (4 KEYS)	INCLUDED	68G	REAR POWER WINDOW INOP	INCLUDED
86T	TAIL LAMP PREP	INCLUDED	87R	CAMERA IN MIRROR	INCLUDED
19V	REAR CAMERA ON DEMAND	INCLUDED			
				Total of B. - Published Options	$ 18,955.00

C. **Dealer Published Options**

Code	Description	Bid Price	Code	Description	Bid Price
				Total of C. - Dealer Published Options	$ -

D. **Off Menu Options**

Code	Description	Bid Price	Code	Description	Bid Price
				Total of D. - Off Menu Options	$0.00

Off Menu Options limited to 25% of Published Price Current % 0.00%

Delivery Charges	0 Miles @ $1.49/mile		$ -
Floorplan Expense	60 Days	$7.03 Per Diem	$ 421.81
Lot Insurance Expense	60 Days	$7.03 Per Diem	$ 421.81
Manufacturer Delivery Fee			$ 1,795.00
		Total Each	$ 49,293.62
Quantity Ordered 1	X F =		$ 49,293.62
Administrative Fee			$ 400.00
Trade In Allowance - Non-Equipment debits and credits			$ -
TOTAL PURCHASE PRICE INCLUDING ADMIN FEE			$49,693.62

Sam Pack's Five Star Ford
1635 S. IH 35E Carrollton Texas, 75006
(888) 8 FLEET 9 (888-835-3389) - FAX 972-245-5278

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Cars and Light Trucks

Team Members - Kevin Moore - Jessica Wooten - Jorge Guerra - Alan Rosner

Contract Name:BuyBoard 601-19

End User: TROPHY CLUB **Sam Pack's Rep:** KEVIN MOORE

Contact: CAPT. WOODARD **Date:** 9.12.23

Contact TN/Email _____ Phone #

Product Description: 2022 FORD F150 CREW CAB RESPONDER | Interior and Exterior Color Code | TBD

A. Bid Line # 123 F1C ENDING W1P **Base Price:** $ 20,085.00

B. Published Options (Itemize Each Below)

Code	Description	Bid Price	Code	Description	Bid Price
	AUTO TRANS	INCLUDED	67T	TRAILER BRAKE CONTROLLER	$ 275.00
	A/C	INCLUDED	53A	TRAILER TOW PKG	$ 1,325.00
85A	POWER GROUP	$ 1,170.00	47P	POLICE ENGINE IDLE FEATURE	$ 260.00
50S	CRUISE	$ 225.00	942	PRIVACY GLASS	$ 100.00
582	SYNC SYSTEM	INCLUDED	18B	RUNNING BOARD	$ 250.00
17C	CHROME BUMPERS	$ 175.00	57Q	REAR DEFROSTER	$ 220.00
	CREW CAB OPTION	$ 4,465.00	W1P	POLICE RESPONDER PKG	$ 11,470.00
	CLOTH SEATING	INCLUDED		4X4	
	CAMERA	INCLUDED		3.5 L ECO BOOST UPGRADE	
	REAR VIEW CAMERA	INCLUDED		FULL POLICE PKG	
	2 EXTRA KEYS AND FOBS	$ 375.00	41A	BADGE DELETE	
67P	REMOTE KEYLESS ENTRY	$ 340.00	19A	INTERIOR UP GRADE	$ 595.00
				Total of B. - Published Options	**$ 21,245.00**

C. Dealer Published Options

Code	Description	Bid Price	Code	Description	Bid Price
	FOG LAMPS	$ 140.00			
	SYNC 4	$ 325.00			
				Total of C. - Dealer Published Options	**$ 465.00**

D. Off Menu Options

Code	Description	Bid Price	Code	Description	Bid Price
				2024 GPC DIFF AND PRICE	$14,755.00

Off Menu Options limited to 25% of Published Price — Current % 35.30% — **Total of D. - Off Menu Options** $14,755.00

Delivery Charges	Miles @ $1.49/mile		$ -
Floorplan Expense	60 Days	$3.78 Per Diem	$ 226.80
Lot Insurance Expense	60 Days	$3.78 Per Diem	$ 226.80
Manufacturer Delivery Fee			$ 1,895.00
		Total Each	$ 58,898.60
Quantity Ordered 1	X F =		$ 58,898.60
Administrative Fee			$ 400.00
Trade In Allowance - Non-Equipment debits and credits			
TOTAL PURCHASE PRICE INCLUDING ADMIN FEE			$59,298.60

TOWN OF
TROPHY CLUB

PURCHASE REQUISITION FORM

Requisition Number _____

Date : 10/9/2023

Department _____

Project# _____

Vendor (Name & Address)
Thermo Scientific Portable
2 Radcliff Rd
Tewksbury, Massachusetts 01876
Scott
Fitzpatrick (979) 777-2874

Delivery Address
1 Trophy Wood Drive
Trophy Club, TX 76262

Account Number	Description	Quantity	Unit Amount	Total Amount
	TruNarc Unlimited Model with 1 year of warranty	1	29,751.86	$ 29,751.86
	Includes TruNarc on-site instructor led training for up to 12 students			
Co-op info:	**GSA Contract No. GS-07F-6099R**			
			Total	**$ 29,751.86**

Budgeted? (Must Circle One) **Yes or No** **Explanation (if not budgeted:)** _____

cott.fitzpatrick@thermofisher.com _____

Department Requestor: _____

Department Approval: _____

Finance: _____

Town Manager: _____

The Town of Trophy Club must have a completed Vendor Packet on file before a requisition can be accepted by the Finance Department.

Sales Quotation

Quote Number	Created Date	Exp. Delivery Terms	Page
00396222	09/18/2023	ARO	1 / 8
Contact:	**Phone**	**Payment Term**	**Valid To**
Scott Fitzpatrick	(979) 777-2874	Net 30	12/29/2023
Inco Terms		**Shipping Method**	
FOB Origin - Tewksbury, MA		Fed Ex 2nd Day	

Thermo Scientific Portable Analytical Instruments Inc.
2 Radcliff Rd
Tewksbury, Massachusetts 01876
United States

Submitted To:

Patrick Arata
Trophy Club Police Department
1 Trophy Wood
Trophy Club, Texas 76262
United States

Phone: 6822372953
Email: parata@trophyclub.org

THANK YOU FOR YOUR INTEREST IN THERMO SCIENTIFIC INSTRUMENTATION

To Place an Order:
Contact: Scott Fitzpatrick
Phone: (979) 777-2874
Fax:
Email: scott.fitzpatrick@thermofisher.com
Additional instructions, terms & conditions on last page

GSA Contract No. GS-07F-6099R
Contract period: March 26, 2010 - September 28, 2025
SIN 334519
SIN 339999E

When placing a purchase order against this quote, please use the Mandatory PO language for state/local orders using the Cooperative Purchasing Program as follows:
"This order is placed under GSA contract number GS-07F-6099R under the authority of the GSA Cooperative Purchasing Program. In the event of a conflict between the terms of this order and those of the GSA Schedule, GSA's terms shall govern."

Pos.	Product Code	Product Name	List Price	Disc %	Sales Price	Quantity	Total Price
1.00	800-01041-01	**TruNarc, Unlimited, Warranty - 1 Yr, Train-12**	USD 31,000.00	6.30%	USD 29,047.86	1.00	USD 29,047.86
	GSA Item	TruNarc Unlimited Model with 1 year of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument. Includes TruNarc on-site instructor led training for up to 12 students within the Continental United States (CONUS) - expires 9 months after date of purchase.					
2.00	810-01462-01	**TruNarc Solution Kit (Type H) - 100, English**	USD 704.00	0.00%	USD 704.00	1.00	USD 704.00
		TruNarc Solution Kit (Type H) for identification of Heroin and other special narcotics. Kit includes 100 Test Sticks and 100					

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

	Open Market Item	Solution Vials with Ethanol. Note that because of the Ethanol, this product ships as a Hazardous Goods shipment. The shelf life for Type H-sticks is approximately one year from shipment.					
3.00	820-01051-01	**TruNarc, Unlimited, Warranty Renewal - 1 Yr**	USD 1,890.00	100.00%	USD 0.00	1.00	USD 0.00
	GSA Item	Warranty for 1 year for a TruNarc Unlimited instrument (for instruments up to 5th year). Includes factory repair and loaner units when available. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument.					

Subtotal: USD 33,594.00

Discount: USD 3,842.14

Total: USD 29,751.86

Important Note: Please issue POs to Thermo Scientific Portable Analytical Instruments Inc

Federal Tax ID No.: 01-0650031

CAGE CODE: 392A9

DUNS #: 11-289-3131

Bank of America ABA# for Wire Payments: 026 009 593

Bank of America ABA# for ACH Payments: 111 000 012

Beneficiary Account Number: 4426843850

Acceptance of Purchase

By signing below, you (i) warrant that you are an authorized representative of your company, (ii) agree that the Thermo Scientific Portable Analytical I attached hereto (the "Terms and Conditions") shall supersede any preprinted terms and conditions, in their entirety, contained in any purchase order Conditions shall exclusively govern the transaction(s) contemplated hereby

Signature of authorized company representative	Date	Phone#
Print Name	Title	Email
Model #	Amount + S&H	Purchase Orde

E-mail to:

Fax to: 1-877-680-2568

PAIGlobalCustomerService@thermofisher.com

Order Processing Address:

scott.fitzpatrick@thermofisher.com

Thermo Scientific Portable Analytical Instruments Inc

2 Radcliff Road

Tewksbury, MA 01876

Remit check Payment To:

Thermo Scientific Portable Analytical Instruments Inc

PO Box 415918

Boston, MA 02241-415918

Payment Details

Method of Payment

- ☐ Net 30 (Attach Credit Application & Credit References)
- ☐ Credit Card
- ☐ Check
- ☐ Wire Transfer

Sales Tax Application

- ☐ Yes Apply Sales Tax
- ☐ No

- If no, you must provide a copy of your tax exemption certificate along with your purchase order.

****Please contact your customer service representative with your credit card information. (Do not send any credit card info via email or fax.)****

When applicable, commodities, technology, or software to be provided in performance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

Address Verification

Please make corrections if necessary below:

Bill to:

1 Trophy Wood

Trophy Club, Texas 76262

United States

Ship to:

1 Trophy Wood

Trophy Club, Texas 76262

United States

Additional Options / Accessories

Please use the space below to note any additional options and/or accessories you wish to add from the attached sheets that are not included in the above quotation.

_____

_____

_____

_____

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

A part of: ThermoFisher SCIENTIFIC

THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS INC – TERMS AND CONDITIONS OF SALE

Last revised November 2019

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. GENERAL. Thermo Scientific Portable Analytical Instruments Inc ("Seller") hereby offers for sale to the buyer named on the face hereof ("Buyer") the products listed on the face hereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this agreement (the "Agreement") differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.

2. PRICE. All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions, which are not part of Seller's original price quotation.

3. TAXES AND OTHER CHARGES. Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction. Buyer shall be solely responsible for obtaining any and all necessary licenses, registrations, certificates, permits, approvals or other authorizations required by federal, state or local statute, law or regulation pertaining to the use or possession of the products contemplated herein that include radioactive isotopes, or x-ray tubes if any.

Buyer shall pay Seller such surcharges, or other fees, in respect of the sale of Products hereunder as Seller deems necessary and appropriate (in Seller's sole, good-faith, reasonable discretion) to account for changes in the cost to product, develop, market, or sell the Products to Buyer hereunder (whether as the result of the imposition of tariffs or otherwise). All such surcharges must be paid by Buyer in accordance with the payment terms set forth herein. Buyer agrees that such surcharges, or other fees, or any termination thereof, shall take effect immediately upon written notice thereof by Seller to Buyer. In the event that Seller's quote and/or order acknowledgement set forth surcharges, those documents shall be considered adequate written notice to Buyer that said surcharges are Buyer's responsibility. Any such surcharges shall not constitute an increase in the Price(s) of any Products or Services sold under this Agreement

4. TERMS OF PAYMENT. Seller may invoice Buyer upon shipment for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars.

5. DELIVERY CANCELLATION OR CHANGES BY BUYER. The Products will be shipped to the destination specified by Buyer, F.O.B. shipping point. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without prior written consent of seller.

6. RETURN OF PRODUCTS/RESTOCKING CHARGE. Buyer must obtain permission from Seller prior to returning Products. The request must be received within ten (10) days of receipt of the Products. Older items, service parts, and discontinued items cannot be returned for credit. In order to obtain a RMA number, Buyer must contact Seller's customer support. Seller, in its discretion, may impose a twenty (20%) percent restocking charge of the price paid for any item authorized for return for credit

7. TITLE AND RISK OF LOSS. Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of Products in transit, title to and risk of loss of the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier irrespective of which Party's carrier is used for the transport or the manner of payment ascribed to the transport; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be.

8. WARRANTY. Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Seller's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to Buyer for equipment and ninety (90) days for all other products (the "Warranty Period"). During the Warranty Period, Seller agrees, in its sole discretion, to repair or replace, Products and/or provide additional parts or services as reasonably necessary to cause the same to perform in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and /or a Return Material Authorization ("RMA), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become

the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. If Seller elects to repair defective device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired. Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier. In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this Warranty shall pay Seller therefor at Seller's then prevailing time and materials rates.

ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS. THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

9. INDEMNIFICATION

9.1. By Seller. Seller agrees to indemnify, defend and save Buyer, its officer, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees) ("Indemnified Items") for (i) injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services at Buyer's premises under this Agreement and (ii) claims that a Product infringes any valid United States patent, copyright or trade secret; provided, however, Seller shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third party claim covered by Seller's indemnification obligations hereunder. Seller shall have the right to assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event(a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR THE CLAIMS DESCRIBED HEREIN.

9.2. By Buyer. Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval

10. SOFTWARE. With respect to any software products incorporated in or forming a part of the Products hereunder, Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder. Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for Buyer's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, immediately to return to Seller all software products and related documentation provided hereunder and all copies and portions thereof

11. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SECTION 8 ABOVE)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THERETOFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY OR (B)

ONE MILLION DOLLARS ($1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT

12. EXPORT RESTRICTIONS. Buyer acknowledges that each Product and any related software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), is subject to export controls of the U.S. government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries. Buyer shall comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not, without first obtaining the required license to do so from the appropriate U.S. government agency; (i) export or re-export any Item, or (ii) export, re-export, distribute or supply any Item to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government. Buyer shall, if requested by Seller, provide information on the end user and end use of any Item exported by the Buyer or to be exported by the Buyer. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, or agents

13. HAZARDOUS MATERIALS. Some Products may require special packaging, labeling, marking and handling. Carriers may add additional freight charges for the handling or transporting of these materials. The consolidating of such material with other Products may be prohibited. Additional freight charges will be billed per Seller's shipping terms. Be sure to advise Seller of shipping instructions for these hazardous materials to reduce your freight costs

14. MISCELLANEOUS. (a) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Seller's manufacturing location, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the county and state of Seller's manufacturing location, in any action arising out of or relating to this Agreement. (c) Both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (e) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (f) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (g) Unless otherwise expressly stated on the Product or in the documentation accompanying the Product, the Product is intended for non-clinical, non-diagnostic, non-therapeutic use only and is not to be used for any other purpose, including without limitation, unauthorized commercial uses, in vitro diagnostic uses, ex vivo or in vivo therapeutic uses, or any type of consumption by or application to humans or animals. (h) Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. Buyer agrees to (1) keep such information confidential and not disclose such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (i) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other (j) Seller hereby rejects and disclaims any rights of Buyer contained, or obligations imposed upon Seller, in any document provided, referenced or otherwise submitted by Buyer, in each case, that Seller has not expressly included in these [terms and conditions] or a writing manually executed by Seller (including, without limitation, any rights of Buyer in respect of designs, specifications, source code or intellectual property, owned, created, developed or licensed, by Seller; any rights to items or services not specifically identified in Seller's quotation; any audit rights or financial offset rights of Buyer; any penalties or liquidated damages imposed upon Seller; any obligation by Seller to comply with Health Insurance Portability and Accountability Act of 1996 (as amended), Current Good Manufacturing Practice regulations (as amended), the requirements, as amended, of the Customs-Trade Partnership Against Terrorism or any code of conduct, quality program, information security program, background or drug screening program or other guidelines, programs or policies, in each case, promulgated or required by Buyer; any obligation that Seller comply with any law that, under law, would not otherwise apply to Seller in respect of the transaction(s) contemplated hereby; any right of Buyer to withhold all, or any portion, of the purchase price of any products or services provided hereunder for any period of time; any right of Buyer, itself or through any third party, to remediate any defects in, replace or re-perform, any products or services provided hereunder at Seller's cost or expense; any obligation of Seller to waive, or require its insurers to waive, any rights of subrogation; any obligation of Seller that would impair, restrict or prohibit Seller's ability to freely conduct any business with any person or in any geography or market; any early-payment, or other, discount; any obligation of Seller to maintain a supply of spares, or otherwise make any services available, for any particular period of time; any representation, warranty or other obligation of Seller to provide pricing comparable to, or more favorable than, the pricing that Seller provides to others; any restriction of, or prohibition on, Seller's ability to modify, change or discontinue any of its products, processes or services; or any waiver by Seller of any right to enforce any of the terms hereof).

15. SOFTWARE-AS-A-SERVICE TRANSACTIONS. IF YOU ARE PURCHASING ANY PRODUCTS PROVIDED BY SELLER HEREUNDER AND DESCRIBED IN THE RELEVANT QUOTATION OR PURCHASE ORDER AS A SUBSCRIPTION TO ANY THERMO FISHER SOFTWARE-AS-A-SERVICE OFFERING (ANY SUCH PRODUCT, HEREINAFTER, A "SUBSCRIPTION"),THEN IN RESPECT OF SUCH SUBSCRIPTION(S) ONLY

(a) The following terms and conditions of this Agreement shall not apply: Sections 6-7, 9.1, and 13.

(b) The following terms and conditions of this Agreement shall be modified as set forth below:

(i) Section 5 shall be replaced in its entirety with the following:

5. CANCELLATION OR CHANGES BY BUYER. Seller reserves the right to suspend or terminate the Buyer's Subscription(s), in whole or in part, if Buyer fails to make any payment to Seller when due, otherwise fails to perform its obligations hereunder, or fails to comply with the Seller's Terms of Use agreement agreed to by Buyer and governing Buyer's use of the Subscription(s), as in effect from time to time (the "Terms of Use"). Seller will not be liable for any loss or damage resulting from any delay in activation of the Subscription(s) or failure to activate the Subscription(s) which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the activation of the Subscription(s) within a reasonable period of time, and Buyer will not be entitled to refuse payment or otherwise be relieved of any obligations as the result of such delay. Orders in process may be canceled only with Seller's written consent and upon

payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as an appropriate adjustment in the purchase price therefor.

(ii) Section 8 shall be replaced in its entirety with the following:

8. WARRANTY. BUYER AGREES AND ACKNOWLEDGES THAT THE SUBSCRIPTIONS ARE SOLD "AS-IS", WITH NO WARRANTIES EXPRESSED OR IMPLIED. SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, ORAL OR WRITTEN, WITH RESPECT TO THE SUBSCRIPTIONS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

(iii) Section 10 shall be replaced in its entirety with the following:

10. SOFTWARE. This Agreement shall not be construed to grant to Buyer any patent license, know-how license or any other rights except as specifically provided herein. Buyer agrees and acknowledges that, by virtue of its purchase of the Subscriptions hereunder, it does not acquire any intellectual property rights (whether by license, assignment, or otherwise) of Seller, including without limitation any rights to the Subscriptions or related software or hardware systems (except for the limited right to use the Subscription subject to the terms and conditions set forth herein). Buyer shall not reverse engineer or copy the design, algorithms, or code, or any components thereof, of any information related to the Subscriptions for any purpose.

(iv) In Section 11, the language "ONE MILLION DOLLARS ($1,000,000)" shall be replaced with "TEN THOUSAND DOLLARS ($10,000)".

(c) The following additional terms and conditions shall apply

TERMS OF USE. Buyer hereby acknowledges and agrees that it shall comply with all terms and conditions of the Terms of Use, and that Buyer's use of the Subscription in violation of any such terms and/or conditions shall entitle Seller, without prejudice to any other remedies that may be available to Seller at law or in equity, to terminate Buyer's use of the Subscription(s) effective immediately. Buyer further agrees and acknowledges that it shall not be entitled to any refund of any portion of the purchase price paid in respect of Subscription(s) cancelled by Seller pursuant to Seller's rights under this Section and/or the Terms of Use. Buyer's rights to use these Subscription will begin upon Seller's transmission to Buyer of Subscription link and end 12 months from this date unless otherwise terminated by Seller. In the event of any conflict between this Agreement and the Terms of Use, the Terms of Use shall control.

thermoscientific

Thermo Scientific TruNarc Handheld Narcotics Analyzer

Field-based presumptive narcotics, precursor and cutting agent testing

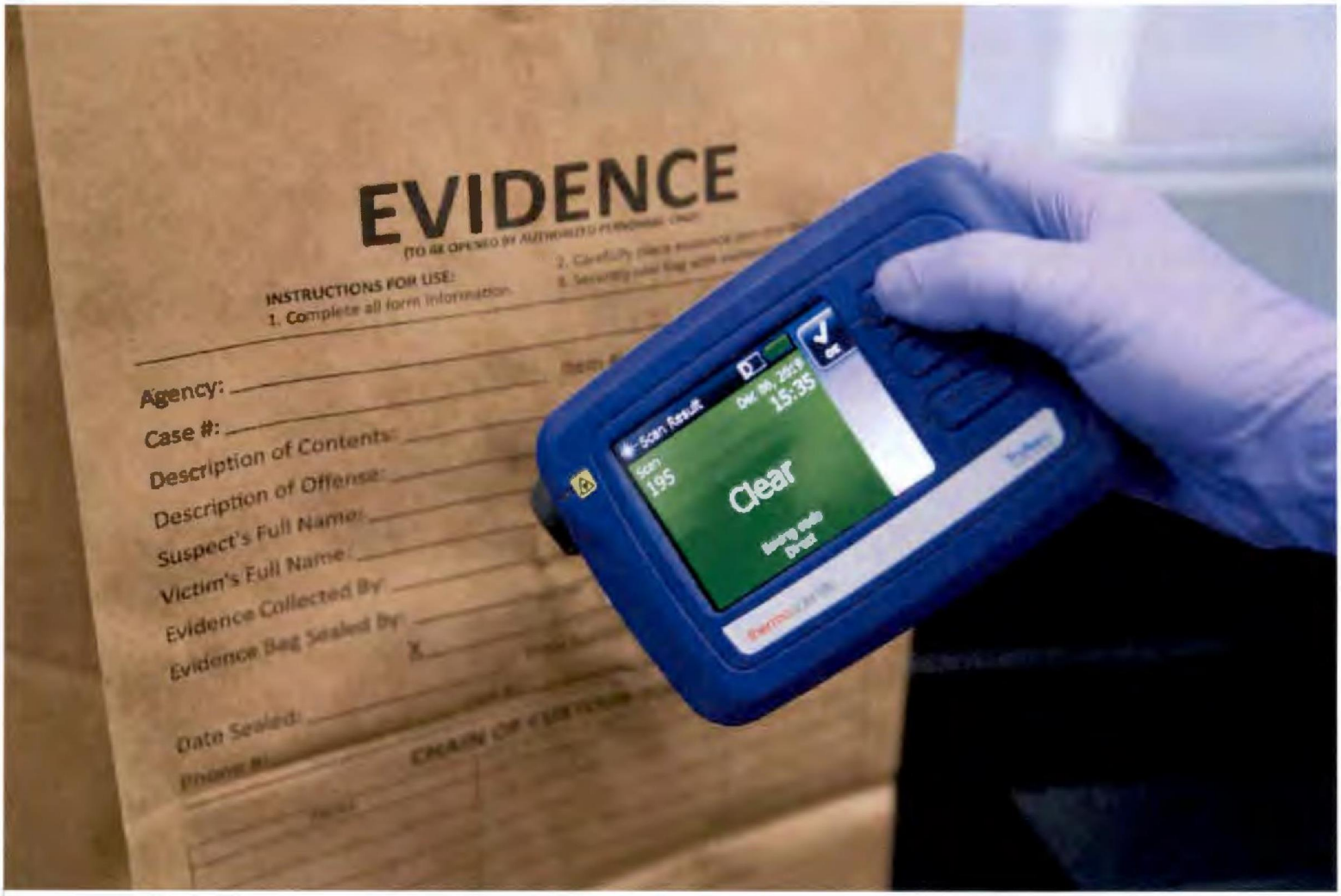
ThermoFisher SCIENTIFIC

The TruNarc Handheld Narcotics Analyzer

- Tests for almost 500 substances, including narcotics, stimulants, depressants, hallucinogens and analgesics
- Library regularly updated to include emerging drug threats
- Requires no direct contact with most substances
- Delivers clear, real-time results for presumptive evidence
- Provides automated, tamper-proof records with scan results, including time-and-date stamps to help expedite prosecution

limits direct contact

Helping law enforcement



TruNarc: Efficient, Economical, Safe

Agencies across the United States who deploy TruNarc are seeing immediate benefits:

- Even little known substances can be identified almost instantly in the field
- The need for Law Enforcement Officers to handle potentially lethal narcotics is greatly reduced
- Valuable lab time is freed up for higher priority cases
- Reduced demand for lab testing delivers significant cost savings

benefits

stay ahead of the curve: safe, preci

TruNarc Success Stories

quickly identified fentanyl

Quincy PD, Massachusetts: Little-known Drugs Identified Quickly

- TruNarc immediately identified an unknown sample as Alpha-PVP ("Flakka") a synthetic cathinone
- Official state-wide alert about new drug issued next day

Etowah County, Alabama: Reduced Court Wait Times

- *"We're definitely seeing a benefit because of TruNarc. We're able to take cases to the grand jury where before we didn't have a toxicology report. Now, a defendant doesn't have to wait for his day in court. It's been a godsend."*

  – Etowah County

Charles County, Maryland: Improved Protection for Law Enforcement Officers

- Using TruNarc, officers quickly identified fentanyl (a potent opioid absorbed by touch, potentially causing overdose or death) in heroin seizure.
- *"The safety of our officers is one of our top priorities, and this technology will allow us to safely identify controlled dangerous substances quickly and accurately without having to wait on lab results."*

  – Charles County

se narcotics identification

TruNarc Helps Keep Officers Safe

The use of illicit narcotics and opioids continues to skyrocket. Emerging lethal drugs like fentanyl and carfentanil threaten public safety.

To save lives and protect law enforcement officers, banned substances need to be identified quickly, safely and accurately.

The Thermo Scientific™ TruNarc™ Analyzer rapidly identifies drugs and can reduce the backlog of cases at crime labs while decreasing costs. This leads to quicker case resolution and helps drug offenders access treatment faster.

saves time and money

thermoscientific

TruNarc: A more accurate and reliable presumptive test

Specifications	Description
Weight	**1.25 lb (.570 kg)**
Size	6.4 x 4.1 x 2.0 in. (16.26 x 10.41 x 5.10 cm)
Library	Controlled substances, cutting agents and precursors
Configurations	Unlimited or Pay-Per-Scan
Data export formats	CSV, SPC, PDF, SCZ, SCN
Battery	Rechargeable internal 3.7V battery pack (10 hrs.); DC wall adapter, 5V DC, 1.5A; optional car charger
Operating temperature	14° F to 122° F (-10° C to +50° C)
Language configurations	English, Arabic, Chinese, Czech, Dutch, French, Japanese, Polish, Russian, Spanish
Computer administration	TruNarc Admin software connected via microUSB to USB
Reachback support	Spectral analysis by staff chemists available
Validation	Third party test results available on request

To learn more about the TruNarc or schedule a demo, please visit us on line at: **thermofisher.com/trunarc**

ThermoFisher SCIENTIFIC

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RB 1810320 1019 v03

TOWN OF
TROPHY CLUB

PURCHASE REQUISITION FORM

PO Number _____

Date : 2023.10.01

Department Communication

Vendor (Name & Address)
Octagon Media
4626 Sherwood Common Blvd, Suite 202
Baton Rouge, LA 70816

Delivery Address
1 Trophy Wood Drive
Trophy Club, TX 76262

Project# Visit Trophy Club

Account Number	Description	Quantity	Unit Amount	Total Amount
16-370-60100	**Visit Trophy Club - Digital Advertising Plan and Media Purchasing Agreement**	1	64,000.00	$ 64,000.00
Co-op info:				
			Total	**$ 64,000.00**

Vendor Packet Updated _____

Council Approved Digital Media Campaign for Visit Trophy Club initiative. Upon signed agreement RA

Comments

Requested by:

Approved by:

Finance Approved by:

The Town of Trophy Club must have a completed Vendor Packet on file before a requisition can be accepted by the Finance Department.

NOVEMBER 28, 2022

ORIGINAL

STRATEGY ADVERTISING MARKETING

PROPOSAL: Request for Qualifications
Marketing / Creative / Media Buying / Public Relations Services

TOWN OF TROPHY CLUB

PREPARED FOR:

JILL LIND
TOWN OF TROPHY CLUB
Director of Communications & Marketing
1 Trophy Wood Drive
Trophy Club, TX 76262
Email: jlind@trophyclub.org

OCTAGON MEDIA

SUBMITTED BY:

OCTAGON MEDIA
4626 Sherwood Common Boulevard, Suite 202
Baton Rouge, LA 70816
Telephone: (225) 663-6878
Email: info@octagonmedia8.com

MARANDA **WHITE**
Client Service + Media Director

BROOKLYN **LEJEUNE**
Account Manager + Business Development

DEBRA **MARTIN**
Controller

KATHRYN **JUNTTI**
Multi-Media Assistant

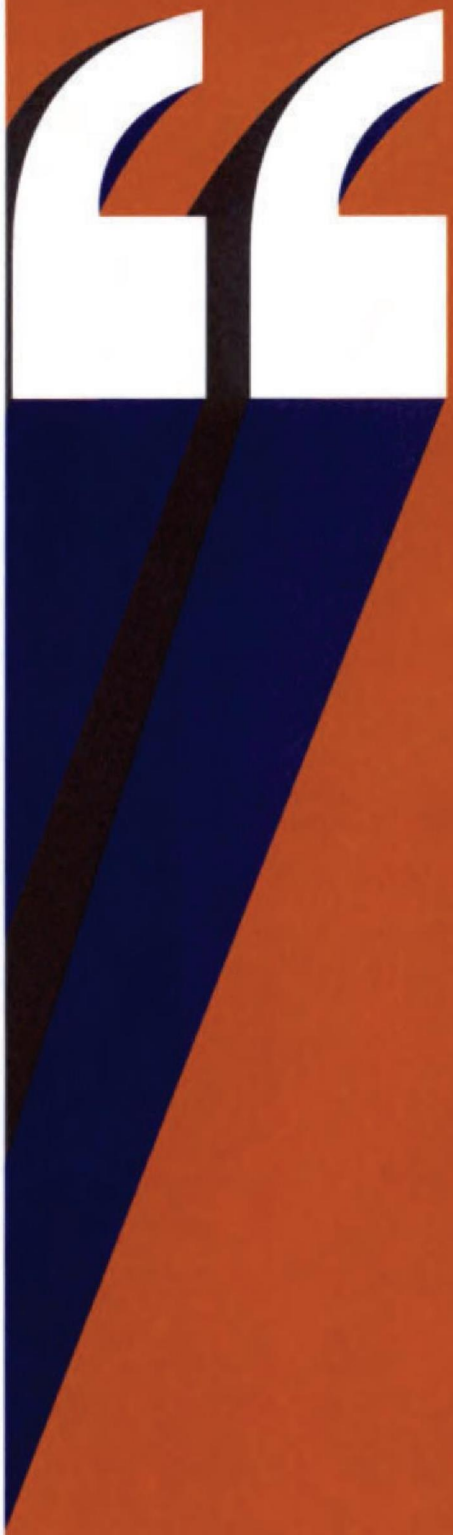
ALVIE **CARTER**
Jr. Graphic Designer

CHAD **MURRAY**
Video Producer + Graphic Designer

BRIANA **WILDER**
Media + Public Relations Specialist

GAVIN **MICHELLI**
Senior Graphic Designer + Illustrator

MIGUEL **CASTANEDA**
Creative Director + Web Developer



oc•ta•gon

[äk-te-gän], *noun*

1. Full-service advertising agency and marketing firm.

2. Shape with eight sides and eight angles.

3. Mixed martial art's infamous eight-sided fighting cage.

4. Representation of resurrection, regeneration, rebirth, transition and new beginnings; ours started in 2012.

hello!
WELCOME TO Octagon Media.

No, we are not mixed martial artists.
We are a team of experienced advertising and marketing professionals who develop strategic solutions that lead to knockout results.

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1. COVER LETTER

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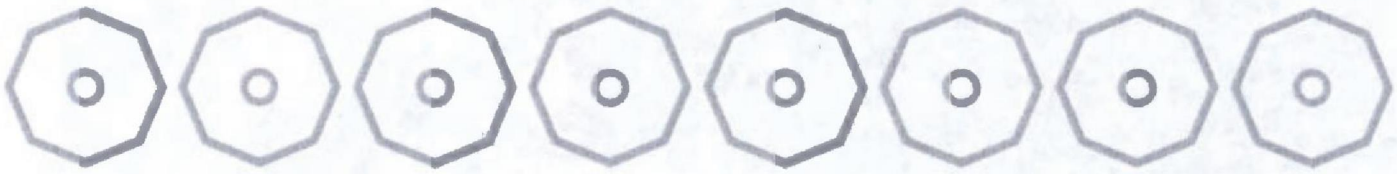

4626 Sherwood Common Blvd., Suite 202
Baton Rouge, Louisiana 70816
225.663.6878
info@octagonmedia8.com

MARANDA WHITE,
PRINCIPAL
OCTAGON MEDIA

PHYSICAL ADDRESS
4626 Sherwood Common
Suite 202
Baton Rouge, LA 70816

MAILING ADDRESS
Post Office Box 41172
Baton Rouge, LA 70835

OFFICE
(225) 663-6878

CELL
(504) 717-8080

EMAIL
info@octagonmedia8.com
maranda@octagonmedia8.com

WEBSITE
www.octagonmedia8.com

DISCLAIMER
This proposal is valid for 90 days from date of submission. It is our intention to immediately finalize and execute a contract in compliance with the contract terms outlined in the RFP. Octagon Media will hold total responsibility for the entire contract. We do not plan to engage into sub-contractor agreements.

DEAR JILL LIND,

It is with great pleasure that I submit this proposal on behalf of Octagon Media. For many years, our team has worked together to create growth and success for organizations across the Gulf Coast. We are passionate about what we do and have the skillset to implement a comprehensive and strategic plan for Visit Trophy Club.

Our team is proud to have assisted multiple tourism initiatives such as the City of Vicksburg, the City of New Orleans, the City of Baton Rouge, Louis Armstrong International Airport, Downtown Development District of New Orleans, Louisiana Tourism, Visit Baton Rouge, New Orleans Convention and Visitors Bureau. Through our past work experience, we have developed a deep and comprehensive understanding of the concepts and services you seek through your unique history, reaching travelers beyond "heads in beds", shopping, parks, entertainment and dining.

The strength of our experiences and lessons learned is compounded by the technological resources used by Octagon Media. We have the same in-house access to the most sophisticated research, creative, planning and buying software as major advertising agencies across the world. This software allows us to develop strategies and executions that lead to actionable insights and meaningful results. Drawing upon our previous experience and in-house resources, we will determine the tactics necessary to create an effective marketing campaign centered around and promoting the Town of Trophy Club.

As the author of our fate, we hope to have the opportunity to share our knowledge to assist you in achieving your goals. Our proposition to you is simple: we understand the needs of the Town of Trophy Club and the new vision for Visit Trophy Club. Let us collaborate with you to ensure the right strategy is implemented for a successful outcome, to inspire travel and capture our share of the market to help aid in strengthening Trophy Club's economic future and the tourism industry.

Sincerely,

Maranda White

Maranda White,
Principal
Octagon Media

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2. SUMMARY ABSTRACT

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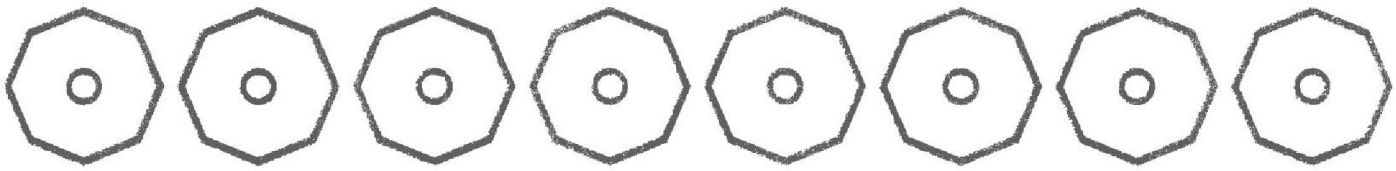

SUMMARY

Octagon Media will provide marketing, creative, buying, and public relations services for Visit Trophy Club. Our knowledgeable team will demonstrate the necessary experience and the capability to handle a program of the size, scope, and complexity for the above-mentioned scope of services.

We ask that the leaders and representatives responsible for strengthening Trophy Club's economic future, seek our agency as a trusted marketing partner to help bring the new vision for Visit Trophy Club to life; attracting visitors from all over, sharing unique dining, hotels, and adventures while transforming the city's stories into sophisticated marketing strategies to increase engagement as the public's choice for their next destination experience.

We understand the key focus areas to establish Trophy Club's place in Texas and the region's tourism industry as a premier travel destination in the DFW Metroplex while remaining the preferred travel location of current visitors and gaining measurable market share by attracting new audiences. Through our eight-step approach, we will blend social and natural assets to that people come together in the area to experience nature, events, activities, and businesses in Trophy Club.
By using social media and public relations platforms we will be able to share compelling stories, content, copy, images, and videos featuring all neighborhoods and niche areas of interest. With our decades of experience in tourism, we know that this campaign will key performance indicator is beyond" heads-in-bed" but incorporate day trips in addition to the number of visitors and revenue generated by reparative visits.

Our campaign will focus on attracting new visitors from all over to the Town of Trophy Club. We understand that the town wishes to elevate the community brand and position itself as a welcoming destination. Trophy Club has evolved from a small rural getaway for executives into a premier residential community with an abundance of fun to offer. This campaign aims to attract tourism with strategic initiatives to secure conferences at the five hotels.

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We understand the power of storytelling and want to help Trophy Club reach current and potential visitors by developing compelling content that showcases the community events, parks, restaurants and all Trophy Club has to offer. Our team will connect with media to pitch captivating stories and secure earned media opportunities. Our tasks and deliverables shall include:

- Develop comprehensive annual marketing, advertising, and communications plans complete with recommended key performance indicators and other metrics that track the engagement of target audiences and accurately measure the return on the Town's financial investment in all marketing-related activities.
- Develop expanded target audience profiles, including demographics, psychographics, personas, and media habits. Recommend new/existing target audiences for the Town to consider.
- Develop modern and alluring creative campaign assets to increase target audience engagement across traditional, digital, and social media channels.
- Develop, manage, and update a comprehensive list of targeted media outlets. Connect frequently with media targets to pitch captivating stories to secure earned media opportunities.
- Develop a comprehensive social media calendar and plan for organic and paid social media posts. Assist with social media content development, posting, community management, campaign metrics, and reporting.
- Provide assistance with a specialized tourism website for the town via Civic Plus. Assist and guide implementation strategies with SEO throughout website content to strengthen Trophy Club's online presence.
- Create a comprehensive plan to capture and market the unique art, culture, and historic features of Trophy Club.
- Develop a comprehensive marketing strategy to increase the visibility of events and Town event venues.
- Assist with capturing data from multiple sources, including advertising platforms, public relations efforts, social media, events, and other resources. Identify key data points, monitor success in real-time, and prepare performance reports monthly or as requested.

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3. COMPANY BACKGROUND + QUALIFICATIONS

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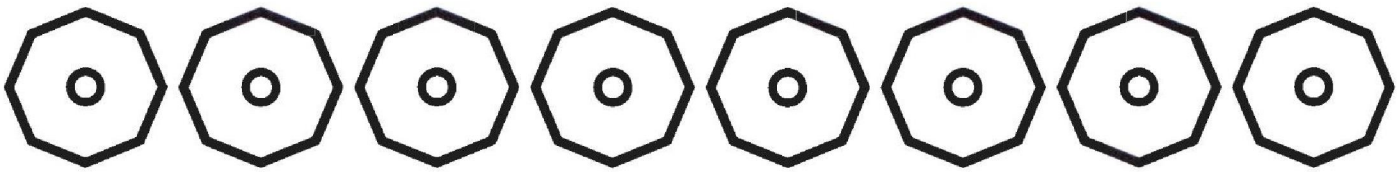

HISTORY AND EXPERTISE

Octagon Media is proud to have assisted multiple travel and tourism agencies, and municipalities along the Gulf Coast such the Louis Armstrong International Airport, Raising Canes River Center, the City of Baton Rouge, the City of Vicksburg, the City of New Orleans, Downtown Development District of New Orleans, Louisiana Tourism, Visit Baton Rouge, New Orleans Convention and Visitors Bureau. Our team can demonstrate the necessary experience and creativity to. We will develop a strategy to establish Trophy Club's place in Texas and the region's tourism industry, by capturing new and current visitors.

PHILOSOPHY

VISION STATEMENT We achieve client objectives by developing strategic campaigns using research tools and consumer insight to create innovative recommendations. Our goal is to deliver positive results by reaching a specific target audience.

MISSION STATEMENT Our foundation is education and technology, which is why we invest in the same industry software as the top worldwide advertising agencies to evaluate, plan, negotiate, and purchase both traditional and non-traditional media; resulting in the most effective and efficient campaigns. We are active members of industry organizations that expand our knowledge and benefit our clients.

QUALIFICATIONS

Octagon Media will provide an integrated marketing campaign to:

BACKGROUND working with tourism entities.

QUALIFIED team with years of experience.

EXPERIENCED personnel and management on projects of similar scope.

PAST PERFORMANCE working with municipal agencies.

HISTORY and record of satisfactory past performance.

DELIVERABLES

- Construct a strategic plan.
- Development and execution of advertising campaign.
- Design and produce creative campaign assets for traditional, digital and social media channels.
- Manage the media planning and buying process.
- Coordinate promotional and strategic partnerships.
- Conduct research and provide analytics.

OBJECTIVE

Establish Trophy Club's place in Texas as the region's tourism industry.
Blend social and natural assets to tell a complete story of what Trophy Club has to offer.

Share compelling stories and expand content asset library.

Establish KPIs that measure quality of experiences that go beyond 'heads in beds' to translate to future visits.

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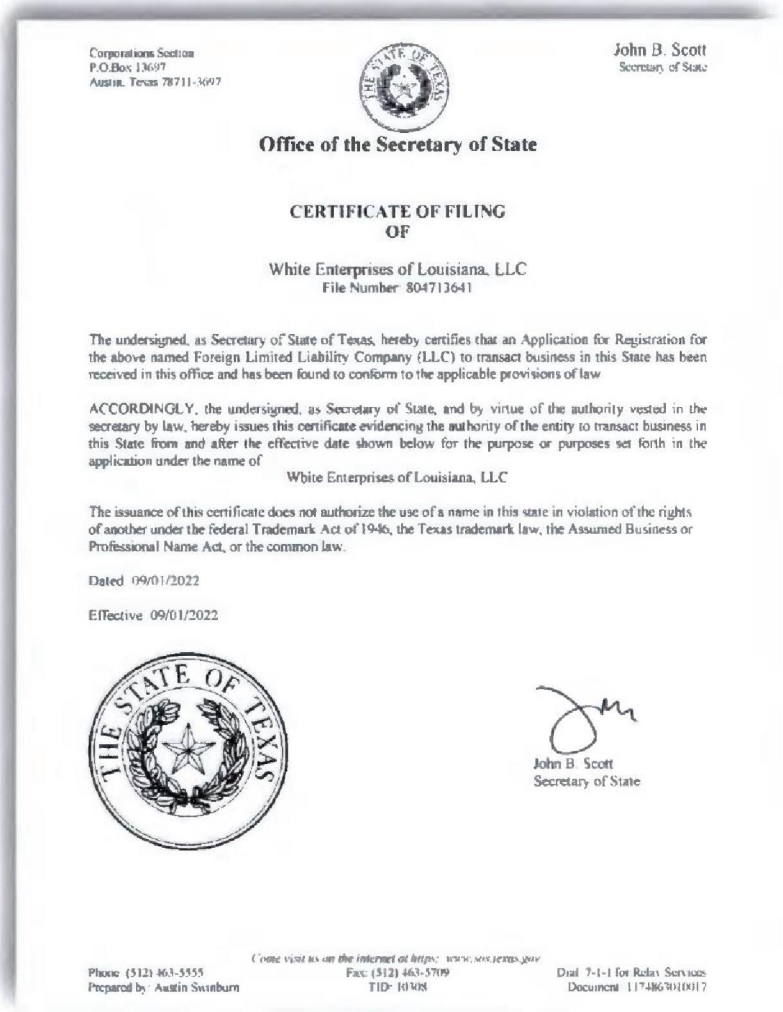
OCTAGON MEDIA is a full-service agency and marketing firm with the capability to handle digital marketing, social media, advertising, creative services, web development assistance, strategy, public relations and research, specializing in media planning and buying.



Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

John B. Scott
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

White Enterprises of Louisiana, LLC
File Number: 804713641

The undersigned, as Secretary of State of Texas, hereby certifies that an Application for Registration for the above named Foreign Limited Liability Company (LLC) to transact business in this State has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the authority of the entity to transact business in this State from and after the effective date shown below for the purpose or purposes set forth in the application under the name of

White Enterprises of Louisiana, LLC

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated 09/01/2022

Effective 09/01/2022

THE STATE OF TEXAS

John B. Scott
Secretary of State

Come visit us on the internet at http://www.sos.texas.gov/

Phone: (512) 463-5555
Prepared by: Austin Swinburn

Fax: (512) 463-5709
TID: 10308

Dial 7-1-1 for Relay Services
Document: 1174863010017

COMPANY NAME:
White Enterprises of Louisiana, LLC

TRADE NAME:
Octagon Media

PRINCIPAL:
Maranda White

PRIMARY WORK ADDRESS:
4626 Sherwood Common Blvd., Ste. 202
Baton Rouge, LA 70816

CERTIFICATIONS:
DBE, Minority-Owned, Woman-Owned, LED Hudson, Fair Share, MWBE, SEBD and ACDBE

NATURE OF BUSINESS:
Full Service Advertising Agency and Marketing Firm

YEARS IN BUSINESS:
Established 2012

NUMBER OF EMPLOYEES:
6 full-time employees
3 part-time employees

FEDERAL TAX ID/ EIN:
47-3223993

TEXAS STATE TAX ID:
32086133777

$6M+
AVERAGE GROSS BILLINGS PER YEAR

9
STAFF

10
YEARS IN OPERATION

100+
TOTAL YEARS OF EXPERIENCE

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SCOPE OF SERVICES

STRATEGY

Branding. Competitive Analysis. Corporate Partnerships. Concept Development. Crisis Communication. Public Relations. Research. Media Relations. Strategic Planning.

We want you to put your best foot forward. Our team can tell you exactly when and where to put which foot. Let us identify your target audience to create strategic, innovative marketing solutions. Our goal is to deliver positive results using quantitative and qualitative research.

ADVERTISING

Art Direction. Commercial Production. Copywriting. Digital Media. Media Buying. Media Planning. Post Buy Analysis.

The greatest ad in the world is worthless if no one sees it. Our award-winning media team knows how to grab attention locally, regionally and nationally. We pride ourselves in subscribing to leading industry software including Freewheel, Strata, SRDS, SQAD, Scarborough, ComScore and Nielsen to plan, negotiate, place and evaluate the most effective advertising campaigns.

MARKETING

Content Development. E-Mail Marketing. Event Management. Graphic Design. Metrics/ Reporting. Online Marketing. Promotional Items. Retarget Marketing. Search Engine Marketing (SEM). Search Engine Optimization (SEO). Social Media Management. Website Design.

We believe in making your brand unique by developing creative concepts using your vision and style to construct visually-appealing designs. Our highly-skilled creative team will promote your company and market your product or service with logos, business cards, flyers, brochures and websites.

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WHO IS OCTAGON MEDIA?

OCTAGON MEDIA is a fast-growing advertising agency and marketing firm that handles a variety of accounts. From mom-and-pop businesses to corporate giants... you name it; our team does it all. Creative design produced with purpose. Digital work that dazzles. Media plans that get your message heard. We subscribe to leading advertising software and are powered by sophisticated design, planning and media buying technologies that ensure our work is top-notch. From traditional strategies to innovative magic, we are capable of handling your every need. Clients rely on us to take their thoughts and ideas to the next level. As a team, we develop marketing plans and advertising solutions.

By definition, **OCTAGON MEDIA** is an agency that goes above and beyond for each and every client.

Since we opened our doors nine years ago, we have been committed to the needs and interests of our clients. We continue to evolve by exceeding client expectations through implementing state-of-the-art concepts and strategies. Our award-winning team brings passion and enthusiasm to every project, working together to provide a creative approach to all we do. At the end of the day, every decision we make is centered on our desire to see our clients succeed.

Our team is composed of a diverse group of individuals. This diversity allows an upper hand when creating conceptual ideas for unique and specialized brands. Our niche is media buying and planning, however, each team member brings a different set of skills and qualifications to the table.

Simply put, we enjoy what we do. That becomes obvious the moment you meet us. Call it integration or collaboration, we just call it good, old-fashioned team work. With a combined 80 years of experience, we know that **OCTAGON MEDIA** is the best fit for you.

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WHY OCTAGON MEDIA?

COMMITTED CREATIVES

As an agency full of passionate creatives our imagination is the driving force behind everything we do here at Octagon Media. Whether that be designing eye-catching graphics or developing effective campaigns aimed at reaching our client's goals and objectives.

TEAM PLAYERS

Each member brings unique experiences and skills, to make an integral part of the whole. Our collaboration extends beyond our team, as we work closely with clients to assure the full execution of their vision.

KNOWLEDGEABLE

Each member of our team has years of experience that have molded our philosophies to the ways we handle our business. We draw upon our wealth of knowledge to implement changes and strategies that have brought our clients transformational success to ensure the best results possible.

READY TO RUMBLE

Every day when we come into work, we come in with one main goal: making sure our clients get nothing but the absolute best service and attention we can provide. We are committed not only producing awesome creative designs but getting a return on your investment.

LAGNIAPPE

Who doesn't love free stuff? When it comes to media, you only pay the cost of the advertising; you do not pay us. It's that simple. You get our unbiased expertise for free! In addition, our strong negotiation tactics will promise added value to each campaign.

TECHNOLOGY

In-house technology is our largest investment and the biggest differentiator of our firm. We are one of the few agencies that subscribe to media buying software and ratings data in-house. All media invoices are audited internally to ensure placements air properly. Additionally, we use a variety of other tech platforms to aid in the development of all our artworks, billing, production and project management endeavors to keep us on track and on task.

RELATIONSHIPS

Marketing is all about people. We have built relationships all across the nation with stakeholders, influencers and the media. These connections will benefit you as well.

KNOCKOUT RESULTS

We pride ourselves on helping organizations achieve their goals and objectives. This is the promise we make to you, and we are dedicated to keeping that promise.

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AWARDS AND MEMBERSHIPS

2020 FASTEST-GROWING COMPANIES
Inc. 5000

2020 GENERAL INSURANCE, ADVERTISING CATEGORY
The Telly Awards

2018 DIRECT MARKETING, SPECIALTY ADVERTISING
American Advertising Awards

2018 FILM, VIDEO AND SOUND, PUBLIC SERVICE CAMPAIGN
American Advertising Awards

2018 OUTSTANDING AMBASSADOR
Special Olympics Louisiana

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RELEVANT PROJECTS:
CITY OF BATON ROUGE - BICENTENNIAL

Marketing, Strategy, Graphic Design, Concept Development + Packaging Design

CHALLENGE

For the bicentennial of Baton Rouge, the city wanted to create a time capsule to be opened during the tricentennial. Entries had to be creative and unique to the city. Our idea was an informational playing card game that wound up being so successful that it was sold in visitor's centers across the state and won an Addy from the American Advertising Federation.

Playing Card Game

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RELEVANT PROJECTS: GIBRALTAR MANAGEMENT

Public Relations, Strategy, Graphic Design, Media Planning, Media Buying, Social Media + Commercial Production

CHALLENGE

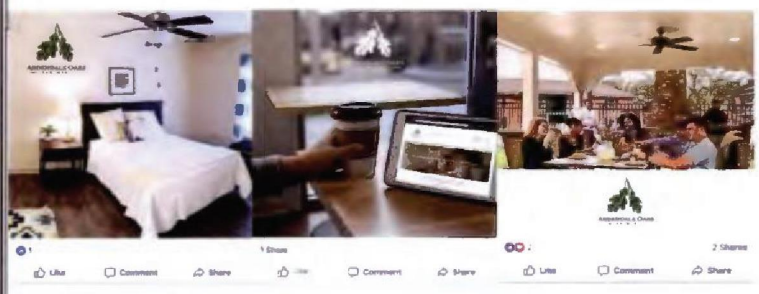
After two years of extensive renovations for Gibraltar Management Company Ardendale Oaks reached out to us to help launch their opening day as well as spread awareness and raise their occupancy level. Ardendale Oaks is located directly across North Lobdell Boulevard, Baton Rouge Community College's new Ardendale campus and just a few minutes from downtown. They knew their challenge was marketing their location to future tenants and changing the way people viewed the area. Our challenge was to influence the way people thought about this location and rebrand this apartment complex to match the new renovations to the buildings.

STRATEGY

The primary target audience for this campaign were middle class, 20 to 40-year olds who would either be working in the area since it was located near downtown, Towne Center and Bon Carre. In addition, it moved the located across the street from Baton Rouge Community College where students would be attending and need housing.

STEP 1: RESEARCH

We began with the initial market research with a S.W.O.T analysis. We shopped similar apartment complexes posed as potential renters to see their rates, who they marketed too and what we thought they did well to understand where Ardendale would fit. This information brought into light Ardendale Oaks' strengths and weaknesses, which helped us create a marketing and advertising plan that would cater to their specific needs.



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STEP 2: CONCEPT

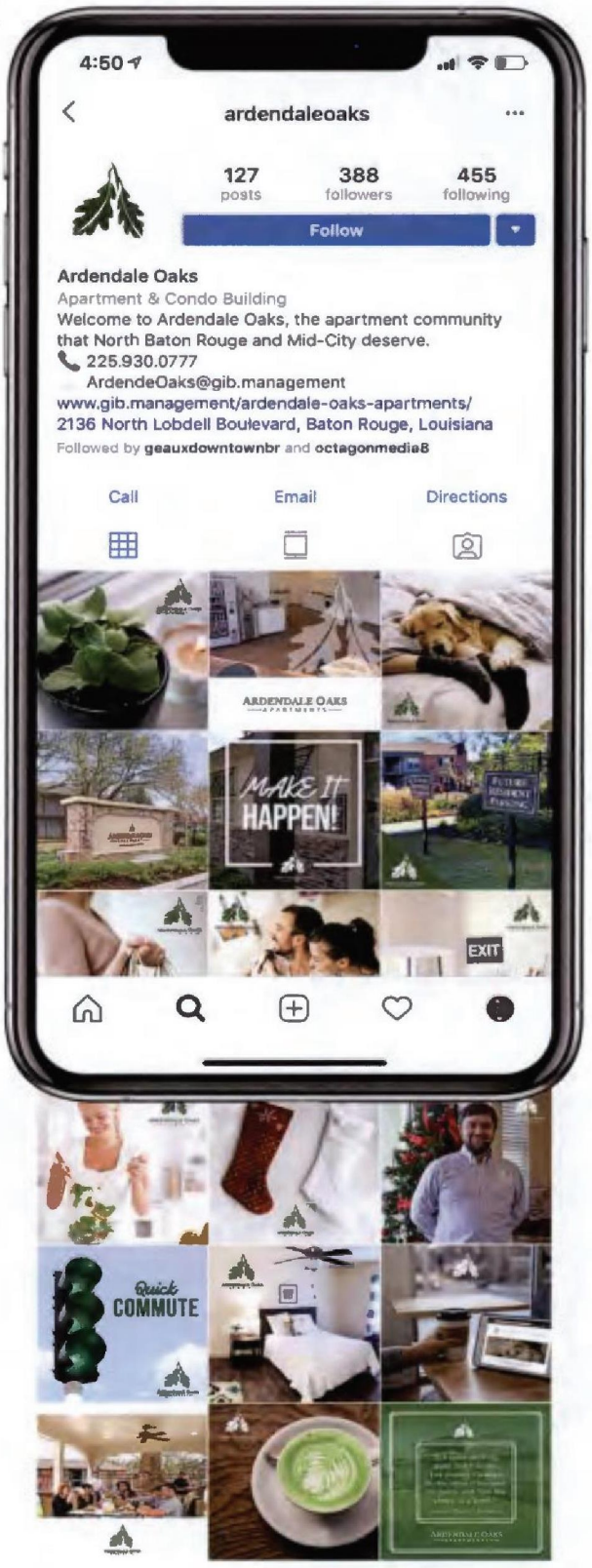
We used the data collected from the research phase and put together and extensive integrated marketing plan that utilized radio, billboards, social media and video production. We wanted to associate Ardendale Oaks with being a nice place to live so we created a short tagline, "The Nicest Apartments in Mid-City". This let prospective tenants know right away that this was a vibrant and pleasant apartment community.

STEP 3: APPLICATION

In order to showcase the amenities they offered, we created small videos to use for social media advertising and their website. These videos would give you a glimpse into their outside grills, beautiful community center, upgraded finishes and safety features that were located all throughout the property. Billboards were a great way to show off the apartment complex and the renovations to many people.

RESULTS

The integrated campaign was successful. Their social media presence helped re-brand who they were and was a great place for people to come and see what they offered. Using paid advertisements drove large amounts of traffic to their website where they could click around and learn more about why this community was the perfect place to call home. Using specific zip codes and defined audiences allowed us to reach interested renters who were looking to move to an upgraded apartment or be located in a prime location near their work. People now look at Ardendale Oaks and see a nice apartment complex that stands out among the rest.



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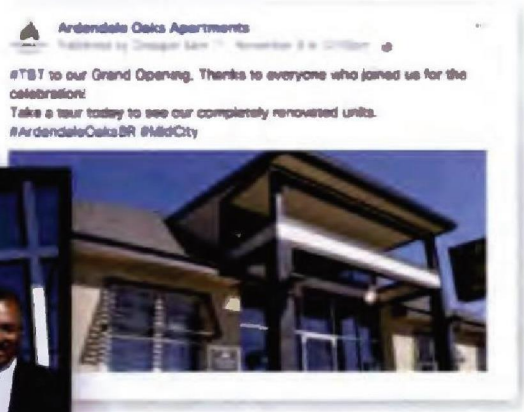
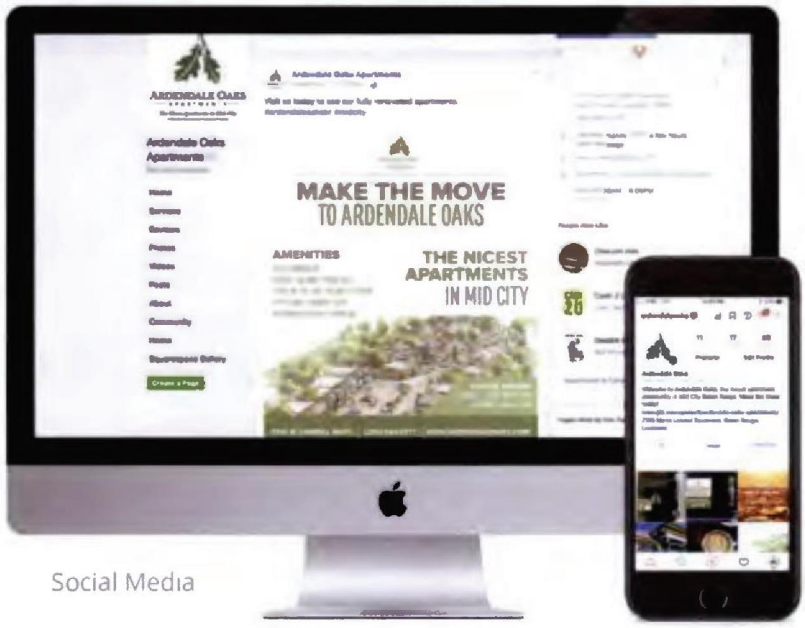


Media Coverage



Social Media

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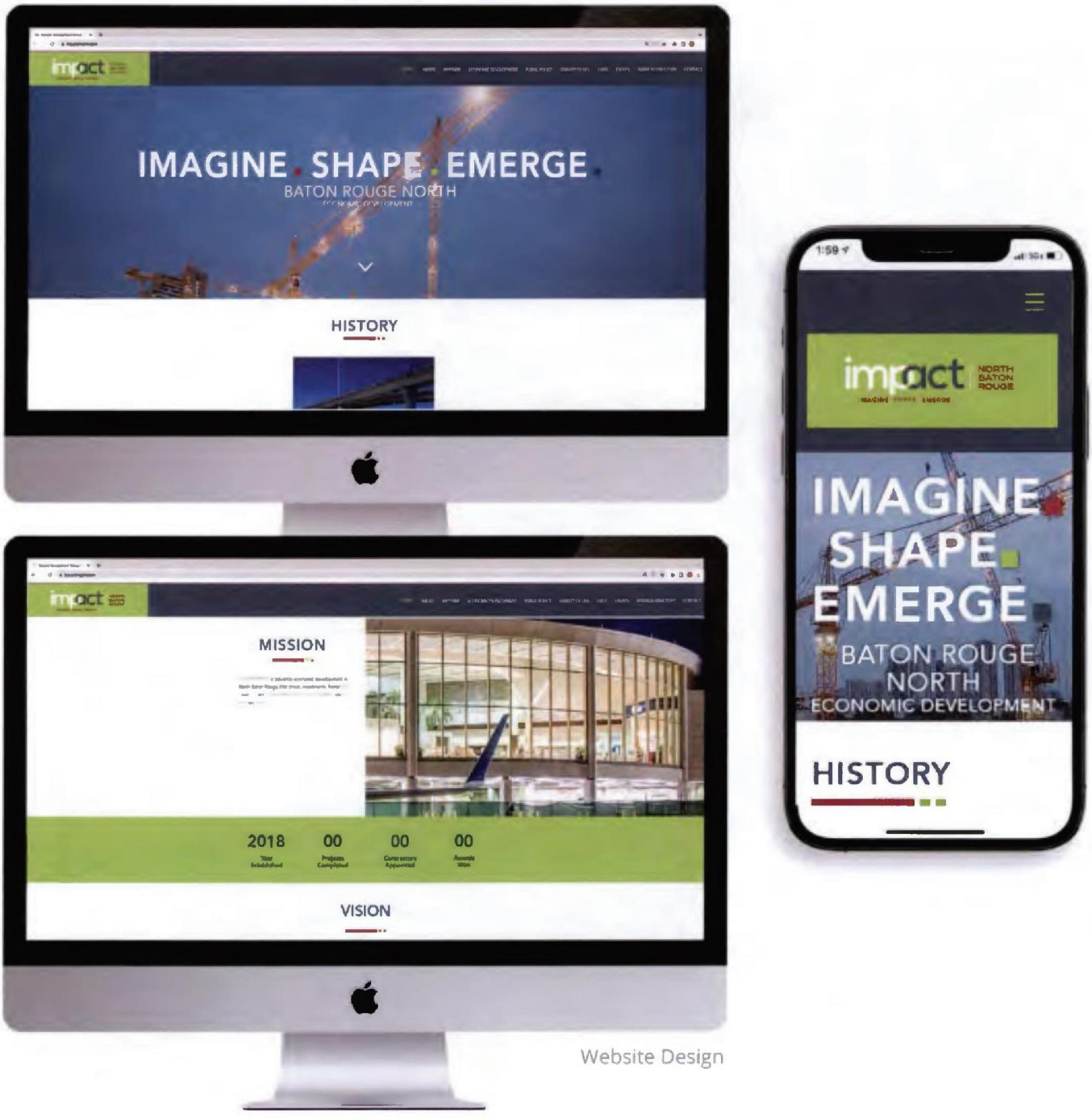
RELEVANT PROJECTS:
NORTH ECONOMIC DEVELOPMENT

Public Relations, Branding, Graphic Design, Marketing, Website Design + Development



Website Design

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RELEVANT PROJECTS:
TANGIPAHOA PARISH GOVERNMENT TRANSIT

Media Buying, Branding, Graphic Design + Marketing

Direct Mailer

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RELEVANT PROJECTS: SURVIVAL GUIDE TO LOUISIANA

Marketing, Branding, Concept Development + Graphic Design

CHALLENGE

Create a light and fun guide to Louisiana to encourage visitors and tourists to engage in Louisiana culture.

Born and raised in the boot, we developed a true love for Louisiana and everything that makes it unique. To most people who aren't originally from here, the way we do things can seem pretty unusual at times. For example how we throw a celebration for nearly everything or the fact that we eat little critters out of the ground called "mud bugs" (aka crawfish).

We decided to take some of these things that make Louisiana special and create a humorously enlightening survival guide to the great state of Louisiana for those who just ain't Cajun enough to survive on their own!

STRATEGY

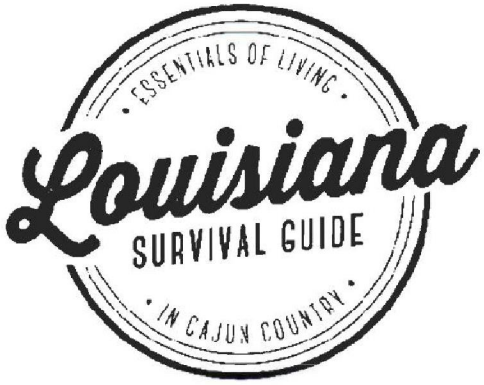
We conducted thorough research on the entire state of Louisiana, we apply all relevant findings and insights to our conceptual development process. The process begins with a group brainstorming session where we all offer input and ideas, creating a hybrid approach tailored to tourist's needs. Our creative process is a truly collaborative effort, from the account managers to the content writers and from the social media coordinators to the graphic designers, everyone on the team had a part in executing the shared vision. In unison we crafted the perfect concept strategy that exceeded Louisiana Survival Guide's expectations.

RESULTS

Since Louisiana culture is so distinctive, we decided to take the concept one step further and create a survival guide to keep tourists from experiencing culture shock in our unique state.

COMPONENTS

- Handmade survival guide booklet with 15 survival tips
- Outdoor signage
- Handmade survival kit including a pocket-size Louisiana Lingo Dictionary
  Two (2) logos and custom hand stamps



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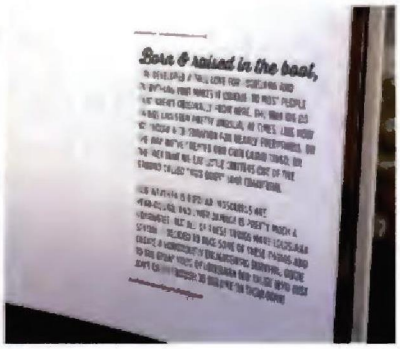

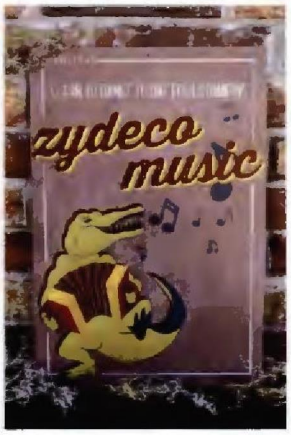

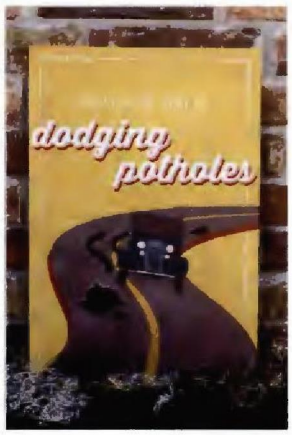

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RELEVANT PROJECTS: CITY OF VICKSBURG

Creative, Public Relations, Strategy, Branding, Concept Development, Media Planning, Media Buying, Marketing + Commercial Production

CHALLENGE

The City of Vicksburg asked us to develop a marketing campaign for a new piece of legislation that would create funding for the construction of a new, multipurpose sports complex in Vicksburg, Mississippi, which failed to pass on five previous ballots. This legislation would ask the voters of Vicksburg to approve a two percent tax on hotels, motels and restaurants in the Vicksburg area. The City's goals were to get the vote out and garner voter support for the tax. To accomplish these goals, they requested a single campaign, supplemented by two cohesive, yet different, messages. One was to focus on delivering an emotionally-driven message that would move voters to approve the tax. The other message would focus on facts and information—educating the public about the tax, what it means and why they should vote for it.

TARGET AUDIENCE

VICKSBURG VOTERS

The primary target audience for this campaign was Vicksburg citizens of voting age (18+) who were eligible to vote. We also took into account a secondary audience who could pass the message along to voters—individuals under 18.

RESEARCH AND METHODOLOGY

STEP 1: RESEARCH

We began with an initial, in-person meeting with our partners in Vicksburg followed by multiple phone conferences throughout the campaign's development. We looked carefully over all the information they gave us on the legislation so we would have a complete understanding of pre-existing obstacles and what we were asking citizens to vote for. Then, we read information about Vicksburg and it's history to better our knowledge of the city.

STEP 2: DISCOVERY

With all of this data rolling about in our heads, we sat down as a team meeting to hammer out a concept. We started by listing all the benefits the sports complex would provide the citizens of Vicksburg in addition to listing out words we associated with the complex, sports and the city. Due to the campaign's short fight, we also kept in mind that we wanted to develop a singular tagline or theme that would translate to both messages, promoting instant recognition.

STEP 3: PLAN

Once we decided on a concept, we began formulating strategy, design and copy for the campaign deliverables, which included a marketing plan, press releases, flyers, T-shirts, social media, yard signs, direct mailers, television advertising, outdoor advertising and commercial production.

Direct Mailer

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STRATEGY

YES TO...

The concept we chose for the City of Vicksburg was "Yes to..." We wanted to create a campaign that evoked positivity, health and fun while educating the public about the tax. Our emotional appeal aimed to tap into the nostalgia of childhood and the importance of the community's youth while the informational message stuck to brief, concise information that was easy to understand and absent of extensive legal jargon. The campaign had to show the people of Vicksburg that saying yes did not just mean saying yes to another tax. It meant saying yes to memories, adventure, jobs, economic development—to the future of Vicksburg and all the possibilities and opportunities this new sports complex could represent for the community and families of the city.

RESULTS

- **RESULT:** Referendum passed with 63.08%
- **MARKET:** Vicksburg, MS
- **TARGET:** Adults 18+
- **PRODUCT:** Political and Advocacy Campaign
- **MEDIA MIX:** TV, Social Media, Robocalls, Outdoor
- **IMPRESSIONS:** 309,795
- **TRP'S:** 388.9
- **REACH:** 74.7%
- **FREQUENCY:** 5.2

EXECUTION

- Collateral Material
- Commercial Production
- Copywriting
- Creative Development
- Event Planning
- Graphic Design
- Media Buying
- Media Planning
- Public Relations
- Social Media
- Strategic Planning

Collateral Material
+ Social Media

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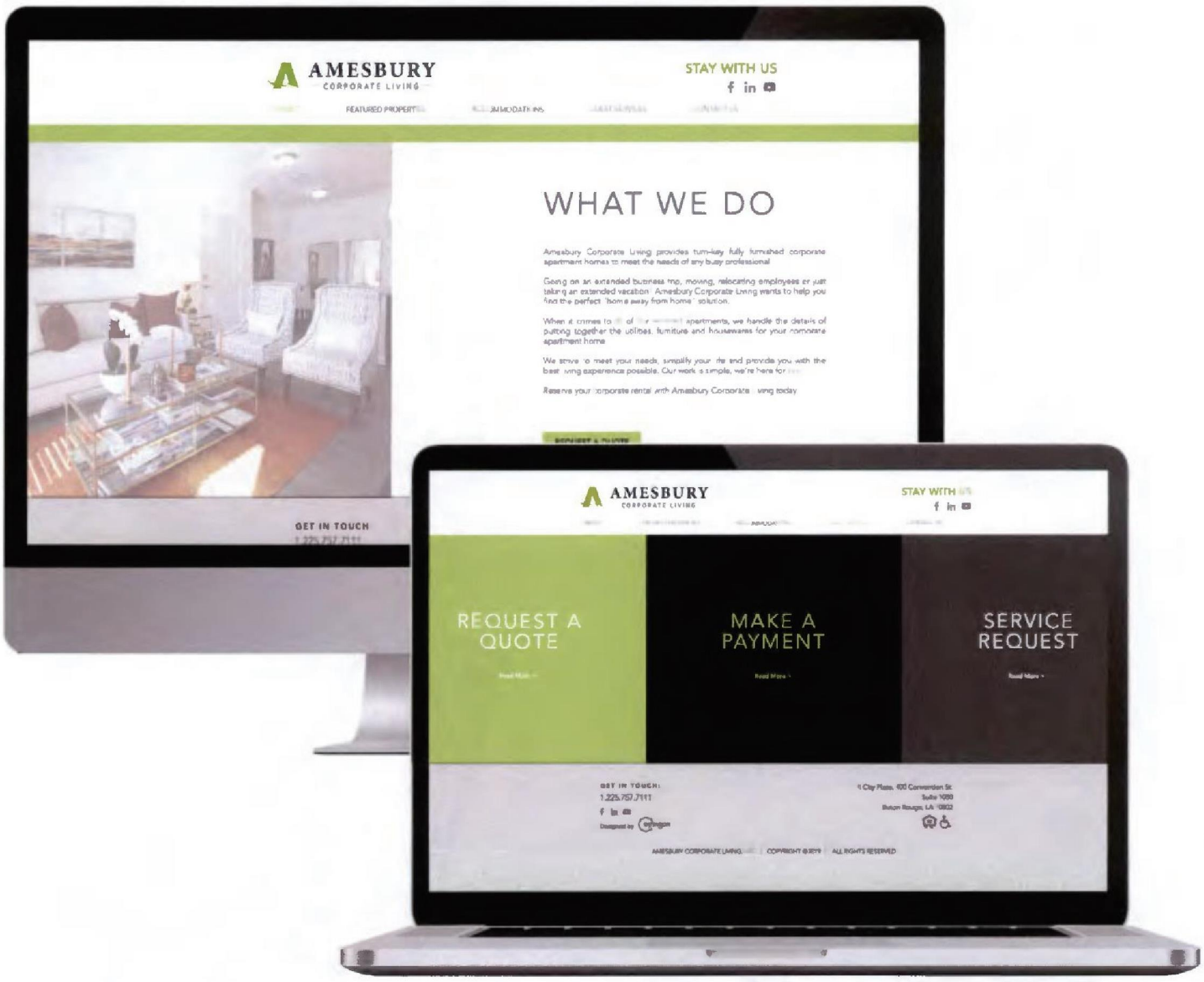
RELEVANT PROJECTS:
AMESBURY CORPORATE LIVING

Strategy, Branding, Website Design + Development



Website Design

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RELEVANT PROJECTS:
VISIT BATON ROUGE

Marketing, Production, Strategy, Research, Media Planning + Media Buying

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TOURISM-RELATED CLIENTS

All tourism-related clients with whom we have worked during the last 12 months are listed below. There is no conflict of interest.

BR

CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE

DOWNTOWN DEVELOPMENT DISTRICT NEW ORLEANS

BRNEDD
Baton Rouge North Economic Development District

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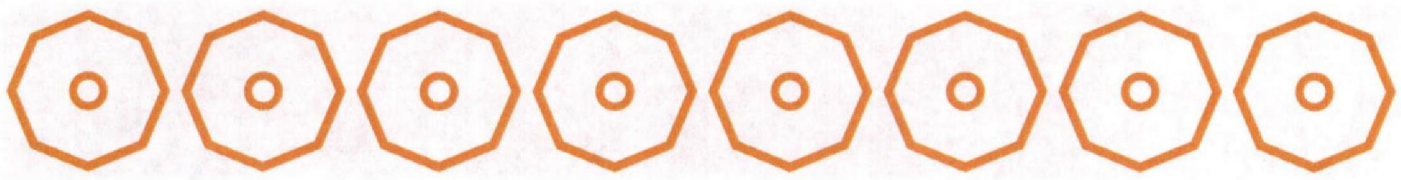
4. PROJECT TEAM

35



TASK MATRIX

Our team's development and design process are completely client-centric, focusing on understanding and sometimes helping you determine your needs. We believe in a philosophy whereby project leadership and ownership are appropriately shared with the client in service to the success of the overall mission. We collaborate with the client to define and prioritize requirements and to design solutions that are both cost effective and time sensitive. We work closely with all parties during development, providing incremental updates for review and approval.

TEAM MEMBER	ROLE	RESPONSIBILITIES
MARANDA **WHITE**	Client Relations + Media Director	• Kickoff Meeting • Planning and consultation • Manage campaign development and execution process of media purchases including researching, recommending, planning, placing, tracking, and reconciling. • Develop a strategy based on campaign objectives and strategic marketing initiatives to reach the target audiences • Consultation
BROOKLYN **LEJEUNE**	Account Manager + Business Development	• Kickoff Meeting • Planning and consultation • Develop a strategy based on campaign objectives and strategic marketing initiatives to reach the target audiences • Manage campaign development and execution process • Marketing analysis, research, and strategic planning.
BRIANA **WILDER**	Media + Public Relations Specialist	• Paid advertising planning, purchasing and placement • Media Reconciliation and Billing • Copywriting • Digital and content marketing • Public Relations
GAVIN **MICHELLI**	Senior Graphic Designer + Illustrator	• Creative development and design for traditional and digital media
CHAD **MURRAY**	Graphic Designer + Production Supervisor	• Graphic design for digital and print advertising • Creative development and design for traditional and digital media
MIGUEL **CASTANEDA**	Creative Director + Web Developer	• Provide strategic counsel on marketing tactics and direction • Creative development of designs for traditional and digital media • Concept development • Graphic design for digital and print advertising
ALVIE **CARTER**	Junior Graphic Designer	• Creative development of designs for traditional and digital media Graphic design for digital and print advertising
KATHRYN **JUNTTI**	Multi-Media Assistant	• Digital and content marketing
DEBRA **MARTIN**	Controller	• Monthly media reconciliation • Media billing • AP/AR

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MARANDA **WHITE**

CLIENT RELATIONS AND MEDIA DIRECTOR

23 YEARS OF EXPERIENCE

- ACCOUNT SERVICE
- ANALYSIS
- BUSINESS DEVELOPMENT
- MEDIA BUYING
- MEDIA PLANNING
- PROJECT MANAGEMENT
- RESEARCH
- STRATEGY

EDUCATION

BA, IN FINE ARTS WITH CONCENTRATION IN MARKETING AND COMMUNICATIONS
Xavier University of Louisiana

EXPERIENCE

Director of Communications and Marketing
Louisiana State University
March 2013 - June 2013

Media Supervisor
Peter A. Mayer Advertising, Inc.
July 2004 - March 2013

Operations Manager, Corporate
Al Copeland Investments, Inc.
October 2003 - June 2004

Media Director
The Montalbano Group
April 2003 - October 2003

Marketing Specialist
McCann-Erickson / LCI
July 2000 - October 2002

Continuity Director
Paxson Communications / WPXL-TV Channel 49
August 1999 - July 2000

GENERAL ROLE OVERVIEW

Maranda honed her skills with prominent local and national ad agencies including McCann-Erickson Worldwide and Peter Mayer Advertising. With over 22 years of experience, she is the award-winning fearless leader here at Octagon Media. Her mission is to provide service to accounts of all sizes with the commitment of successfully achieving the client's goals and objectives. She continues to evolve by exceeding client expectations, generating effective and successful campaigns.

Baton Rouge Mayor-President Sharon Weston Broome appointed Maranda to her transition team committee in 2016 to assist in information services, technology, marketing and communication strategies which spanned different Administrative Review Committees and community input focus groups and informational teams.

Maranda has a diverse portfolio that has allowed her the opportunity to build solid business partnerships and successfully use her strategic planning skills to benefit clients in industries ranging from state government and tourism to non-profit organizations. With an all-hands-on-deck approach, she brings an extremely strong set of media planning and media buying skills to our team that has been developed with years of experience in the war rooms and trenches of the ad world.

QUALIFICATIONS

- Certified Arbitron Radio PPM Specialist
- Nielsen
- Arbitron
- Strata
- Strata 11
- SmartPlus
- SMBS
- Scarborough
- Media Audit
- MRI
- Tapscan
- Qualitap
- Smart Plus
- SQAD
- Donovan Systems
- TV Prebuy
- Adviews
- Compete
- AS400
- IMS
- @Plan
- comScore
- DoubleClick
- Google Analytics
- Adwords
- AdRelevence

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AWARDS

2020 ADA Lovelace Digital Marketing Finalist

2018 Nominated Mosaic Award Recipient
American Advertising Awards

2016 Most Influential Women-Owned in Business
Baton Rouge Business Report

2014 Most Influential Women-Owned in Business
Baton Rouge Business Report

2011 Member of the Year
Women in Media of Baton Rouge

2009 Advertising Agency Professional
Women in Media of Baton Rouge

BOARD MEMBERSHIPS AND RECOGNITIONS

Active in local community and serving on the board of multiple organizations. The past two years awarded for her "Stance Against Hatred" on the Wall of Tolerance in Montgomery, AL and recognized for outstanding support given to St. Jude's Children's Hospital in 2019.

- American Advertising Federation, Baton Rouge Chapter and Past Diversity Chairperson
- Baton Rouge Area Chamber
- Baton Rouge Events Association
- City of Central Chamber of Commerce
- Friends of the Capitol Park Museums, Past Marketing Lead and Board Member
- Junior League of Baton Rouge, Board Member
- New Orleans Chamber
- Public Relations Association of Louisiana
- Sales and Marketing Executives of Baton Rouge, Past Board Member
- Special Olympics of Louisiana, Board Member
- Women in Media, Past Board Member and Treasurer

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BROOKLYN **LEJEUNE**

ACCOUNT MANAGER + BUSINESS DEVELOPMENT

7 YEARS OF EXPERIENCE

- ACCOUNT SERVICE MANAGEMENT
- ANALYTICS
- BUSINESS PARTNERSHIPS
- CLIENT ASSESSMENT
- CLIENT INTAKE
- CLIENT RELATIONS
- DATA INTERPRETATION
- EVENT MANAGEMENT
- PROPOSAL DEVELOPMENT
- RESEARCH
- SALES
- STRATEGIC PLANNING

EDUCATION

ABS, BUSINESS ASSOCIATE OF SCIENCE
Baton Rouge Community College

EXPERIENCE

Director of Marketing
SJB Group, LLC
June 2021 - August 2022

Event Coordinator, Corporate
Walk On's Sports Bistreaux
August 2019 – June 2021

Key Manager
Walk On's Sports Bistreaux
March 2016 - August 2019

QUALIFICATIONS AND SKILLSET

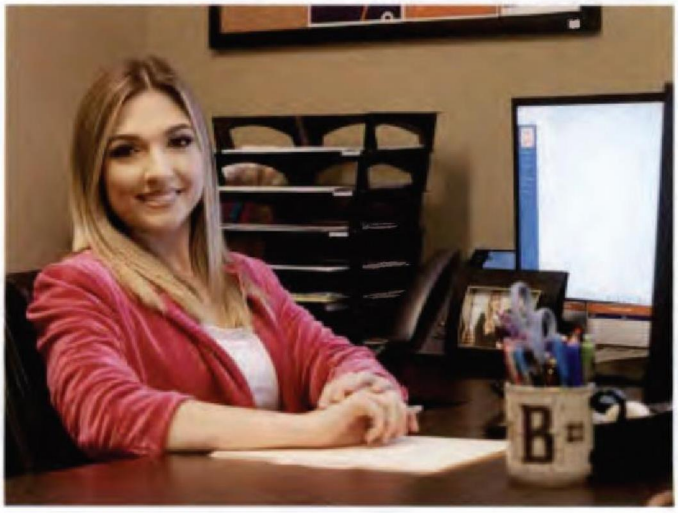
- Adobe Creative Suite
- C++
- Constant Contact
- Google Analytics
- Meta
- Microsoft Office
- Pipedrive
- SQL
- Tableau

GENERAL ROLE OVERVIEW

Not only is Brooklyn LeJeune our go-to person for new business, but she also nurtures the relationships we have with current clients as well. Coming to us from the SJB Group, where she served as the director of marketing, she joins our team as account manager and business development. Here at Octagon, she generates new business and boosts clientele. Not only is her attention to detail and organization a great asset to Octagon, but she also has an impressive work history as well. As the director of marketing at SJB Group, she monitored and tracked the status of all significant sales and marketing initiatives, developed RFP and RFQ responses, designed and produced marketing collateral, and managed the website and social media profiles.

AWARDS AND MEMBERSHIPS

- Baton Rouge Area Association of Black Journalists (BRAABJ)
- Women In Media – Baton Rouge Chapter
- Public Relations Association of Louisiana (PRAL) – Baton Rouge Chapter



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DEBRA **MARTIN**

CONTROLLER

36
YEARS OF EXPERIENCE

ACCOUNTING
BOOKKEEPING
CUSTOMER RELATIONS
HUMAN RESOURCES
MEDIA BILLING
OFFICE MANAGEMENT
SUPPORT SERVICE

GENERAL ROLE OVERVIEW

Debra is the engine that keeps our entire office moving efficiently. With 34 years of experience working with a non-profit organization prior to joining Octagon Media, Debra is a highly experienced bookkeeper with an Executive Master of Public Administration degree with a focus in Public Policy Analysis from Texas Southern University.

Debra has strong customer service, leadership and teambuilding skills and is well-versed in Microsoft Office. While the rest of the staff focuses on advertising and marketing, Debra provides support services including accounts payables and receivables to ensure everything always stays on budget for both Octagon Media and our clients.

EDUCATION

EXECUTIVE MASTER OF PUBLIC ADMINISTRATION WITH CONCENTRATION IN PUBLIC POLICY ANALYSIS
Texas Southern University

BA, CRIMINAL JUSTICE WITH CONCENTRATION IN BEHAVIORAL SCIENCE
Southern University and Agricultural and Mechanical College at Baton Rouge

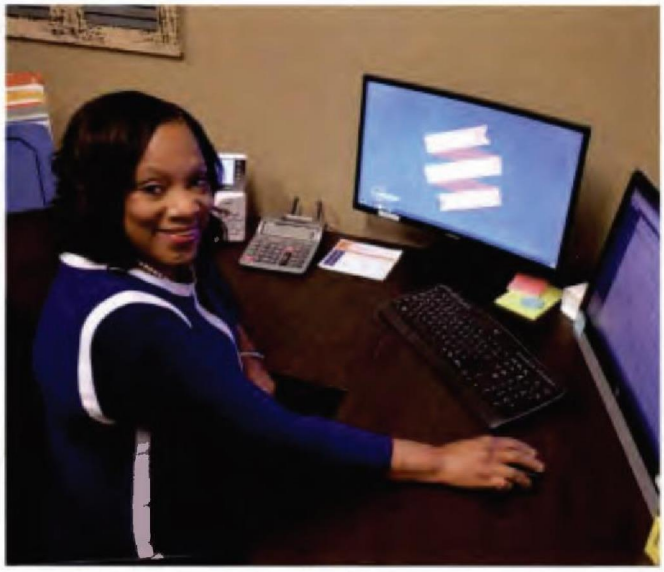
EXPERIENCE

Real Estate Agent
Keller Williams Reality, Inc.
December 2018 – December 2021

Executive Assistant, MPA
New Hope Baptist Church
December 1988 – December 2021

QUALIFICATIONS AND SKILLSET

- Mass90
- Mavenlink
- Needles
- Peachtree
- Quickbooks
- SMBS
- Strata/Freewheel



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MIGUEL **CASTANEDA**

CREATIVE DIRECTOR AND WEB DEVELOPER

10 YEARS OF EXPERIENCE

- ART DIRECTION
- BRAND IDENTITY
- CREATIVE CONCEPTING
- GRAPHIC DESIGN
- HAND LETTERING
- PROGRAMMING
- WEB CODING
- WEB DEVELOPMENT
- VISUAL CONTINUITY

GENERAL ROLE OVERVIEW

Miguel is our dependable, self-motivated and innovative creative director and web developer. He has worked for many non-profit organizations amounting to over 8 years of experience in conceptualizing and designing logos, websites, videos and social media pages. Miguel is an expert at interdepartmental coordination, communication and can stretch the boundaries of digital storytelling to help our client's brands stand out.

EXPERIENCE

Senior Graphic Designer
Harvest World Outreach
October 2018 - May 2022

Senior Graphic Designer
VIbrant Agency
October 2019 - February 2021

Senior Graphic Designer
Believer's Life Family Church
October 2018 - May 2020

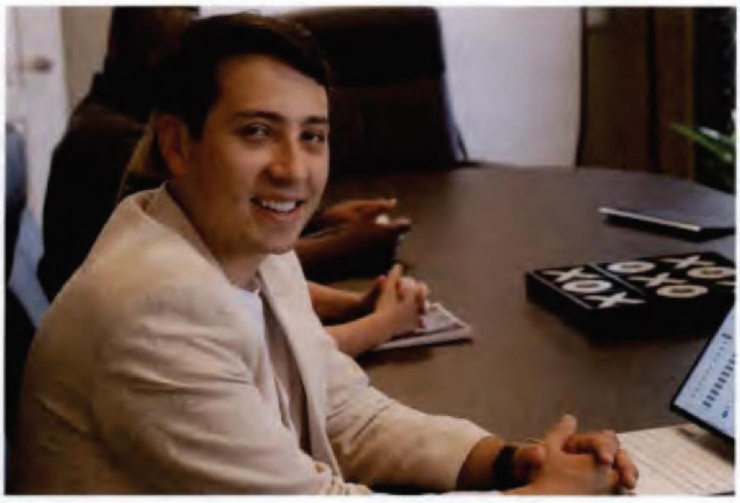
Creative Team Supervisor
Orlando Serrano
July 2014 - July 2018

AWARDS AND MEMBERSHIPS

- American Advertising Federation – Baton Rouge Chapter

QUALIFICATIONS AND SKILLSET

- Adobe Creative Suite
- Photoshop
- Illustration
- Videography
- Photography



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CHAD **MURRAY**

VIDEO PRODUCER
AND GRAPHIC DESIGNER

8
YEARS OF EXPERIENCE

AUDIO PRODUCTION
COMMERCIAL PRODUCTION
CREATIVE CONCEPTING
VIDEO EDITING
IMAGE MANIPULATION
GRAPHIC DESIGN
MOTION GRAPHICS
PHOTOGRAPHY
PRE/POST-PRODUCTION
WEB DESIGN

EDUCATION

BA, FINE ARTS WITH CONCENTRATION IN GRAPHIC DESIGN
Southeastern Louisiana University

EXPERIENCE

Graphic Designer
Florida Parishes Bank
May 2018 - August 2018

Graphic Designer
Arts Council of Greater Baton Rouge
October 2015 - May 2016

AWARDS AND MEMBERSHIPS

- Adobe Design Achievement Awards – Top Talent
- American Advertising Federation – Baton Rouge Chapter, Board Member

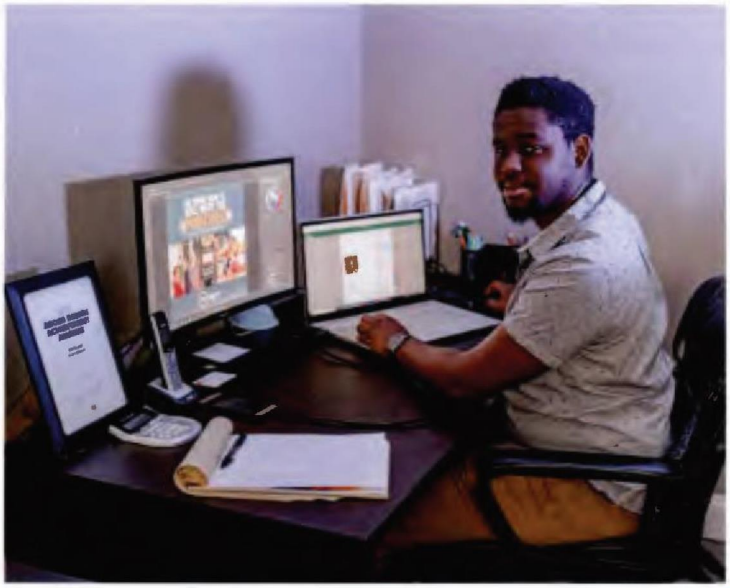
QUALIFICATIONS AND SKILLSET

- Acrobat Pro
- After Effects
- Audition
- Bridge
- Dreamweaver
- InCopy
- InDesign
- Lightroom
- Media Encoder
- Photoshop
- Premier Pro
- XD

GENERAL ROLE OVERVIEW

With a stellar education stemming from Southeastern Louisiana University, Chad is a widely talented creative skilled in multiple areas. Chad draws inspiration from many sources but most are derived from pop culture, as he is constantly staying up to date on the latest design trends so he always knows what consumers respond best to.

Chad is a Photoshop wizard, but his skills extend far beyond just graphic design. He is a true creative knowledgeable in logo design, motion graphics, photography, editing, video and audio production. Chad's work has been internationally recognized and chosen as Adobe Design Achievement Awards Top Talent in 2019.



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ALVIE **CARTER**

JUNIOR GRAPHIC DESIGNER

6
YEARS OF EXPERIENCE

AUDIO PRODUCTION
COMMERCIAL PRODUCTION
CREATIVE CONCEPTING
IMAGE MANIPULATION
GRAPHIC DESIGN
MOTION GRAPHICS
PHOTOGRAPHY
PRE/POST-PRODUCTION
WEB DESIGN
VIDEO EDITING

EDUCATION

BFA, BACHELOR OF FINE ARTS
Nicholls State University

EXPERIENCE

Design Intern
Deep Fried Advertising
2021 - 2021

DA & RA
Residential Housing Association
2018 - 2020

Photographer
Freelance
2016 - 2020

QUALIFICATIONS AND SKILLSET

- Adobe Dimension
- Adobe InDesign
- Adobe Illustrator
- Adobe Lightroom
- Adobe Photoshop
- Adobe XD
- Blender
- Glyphs 3

GENERAL ROLE OVERVIEW

Alvie Carter is an attentive and creative individual that aims to leverage creative thinking, teamwork and observational skills in order to support the design team. He joins us at Octagon Media as our junior designer, where he assists the creatives with the production of projects as well as social media management; he helps our design team develop concepts and designs to be posted on social media platforms such as Facebook, Instagram and LinkedIn. He comes to us from Deep Fried Advertising, where he worked as an intern, collaborating with the staff to formulate design ideas for clients. Prior to working for Deep Fried Advertising, he studied photography and graphic design at Nicholls State University where he earned his Bachelor's of Fine Arts and also worked as a freelance photographer and even volunteered his graphic design skills at the Art Works Fundraiser for four years.

AWARDS AND MEMBERSHIPS

- American Advertising Federation – Baton Rouge Chapter
- Crown - Mentor
- AIGA - Member

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BRIANA **WILDER**

MEDIA AND PUBLIC RELATIONS SPECIALIST

11 YEARS OF EXPERIENCE

- BILINGUAL + TRANSLATOR
- COMMUNITY ENGAGEMENT
- CRISIS COMMUNICATIONS SUPPORT
- EVENT MANAGEMENT
- DIGITAL MEDIA
- MEDIA BUYING
- MEDIA PLANNING
- NON-TRADITIONAL MEDIA
- TRADITIONAL MEDIA
- PR PLANNING AND EXECUTION
- PR STRATEGY
- PRESS RELEASES
- PROMOTIONS
- PUBLIC OUTREACH

EDUCATION

BA, MASS COMMUNICATION WITH CONCENTRATION IN MEDIA STUDIES AND MINOR IN SPANISH
Xavier University of Louisiana

EXPERIENCE

Sales Assistant
iHeart Media, Inc.
January 2014 – September 2021

Library Assistant
Xavier University of Louisiana
September 2012 - December 2012

Production Assistant
Gray Television
May 2011 - September 2011

Administrative Assistant
Department of Culture, Recreation and Tourism, Louisiana – State Parks
July 2010 - August 2010

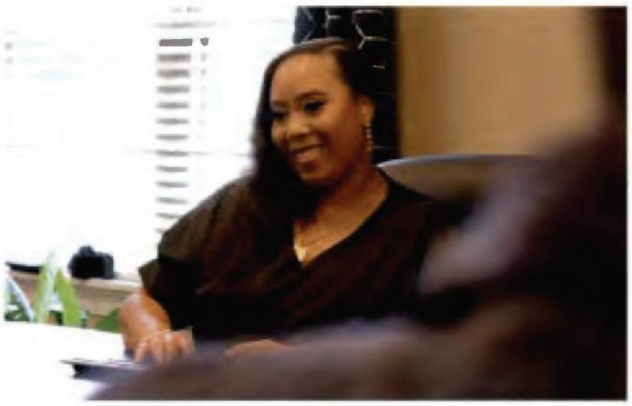
GENERAL ROLE OVERVIEW

Bri gained a Bachelor's degree in Mass Communication with a concentration in Media Studies focusing on broadcast journalism and a minor in Spanish from Xavier University of Louisiana. Bri brings a wealth of knowledge to the table with seven years of experience working for the largest radio corporation in the media industry.

As our Media and Public Relations Specialist, she coordinates the media buying and planning process with an understanding of marketing goals and target audience preferences in order to execute the actual purchase of the advertisement space across all platforms. She establishes and maintains cooperative relationships within the media and public relations realm including but not limited to: writing press releases and other media communications, event management, media advisories, community relations, PR tool kits and training as well as crisis management.

AWARDS AND MEMBERSHIPS

- Baton Rouge Area Association of Black Journalists (BRAABJ)
- Women In Media – Baton Rouge Chapter
- Public Relations Association of Louisiana (PRAL) – Baton Rouge Chapter



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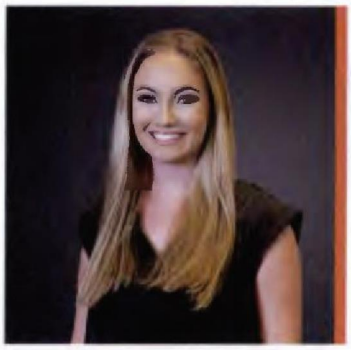


KATHRYN **JUNTTI**

MULTI-MEDIA ASSISTANT

2
YEARS OF EXPERIENCE

- ANALYTICS
- AUDIO PRODUCTION
- COMMERCIAL PRODUCTION
- CREATIVE CONCEPTING
- DIGITAL MEDIA
- MEDIA COORDINATOR
- PHOTOGRAPHY
- PRE/POST-PRODUCTION
- PRODUCTION ASSISTANT
- SOCIAL MEDIA COORDINATION
- VIDEO EDITING

EDUCATION

BA, BACHELOR OF FINE ARTS
Louisiana State University

EXPERIENCE

Media Assistant
Louisiana State University Tiger Band
2021 - 2022

Media Director
The Pines Catholic Camp Houston, TX
2019 – 2020

QUALIFICATIONS AND SKILLSET

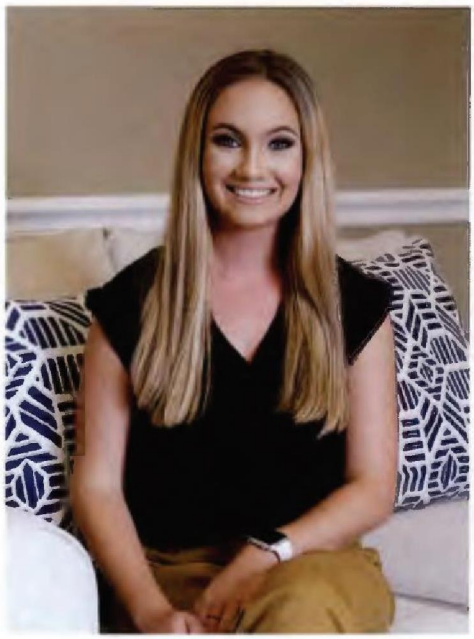
- Adobe Photoshop
- Adobe Premiere

GENERAL ROLE OVERVIEW

Kathryn Juntti is a young talent who joins us from Houston, TX. Kathryn's experience includes working as the media assistant for the Louisiana State University Tiger Band, where her responsibilities include filming the band before, during and after football games, editing content and creating videos for the band to post during the off-season. Prior to that, she served as the Media Director in the recreation and hospitality industry where she directed a team of photographers and videographers, developed a posting plan for the off-season and responded to and handled all concerns from clients. Kathryn shares her knowledge by assisting our creative and production team as well as contributing to our social media and communications management process.

AWARDS AND MEMBERSHIPS

- American Advertising Federation – Baton Rouge Chapter



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GAVIN **MICHELLI**

SENIOR GRAPHIC DESIGNER
AND ILLUSTRATOR

18
YEARS OF EXPERIENCE

ANIMATION
CARTOONIST
CREATIVE DESIGN
CONCEPT DEVELOPMENT
GRAPHIC DESIGN
ILLUSTRATION
STORY BOARDING
WEB DESIGN

EDUCATION

BFA, WITH CONCENTRATION IN STUDIO ART
Louisiana State University

EXPERIENCE

Graphic Designer
Tech Advocate Group
March 2018 - October 2018

Graphic Artist
Composite FX
December 2016 - March 2018

Senior Graphic Designer
Lamar Graphics
September 2008 - September 2016

Illustrator
DIG Magazine - Baton Rouge
August 2016 - January 2019

Logo Designer + Illustrator
Inverse Press
September 2012 - Present

Social Media Coordinator
Collector's Comic Con

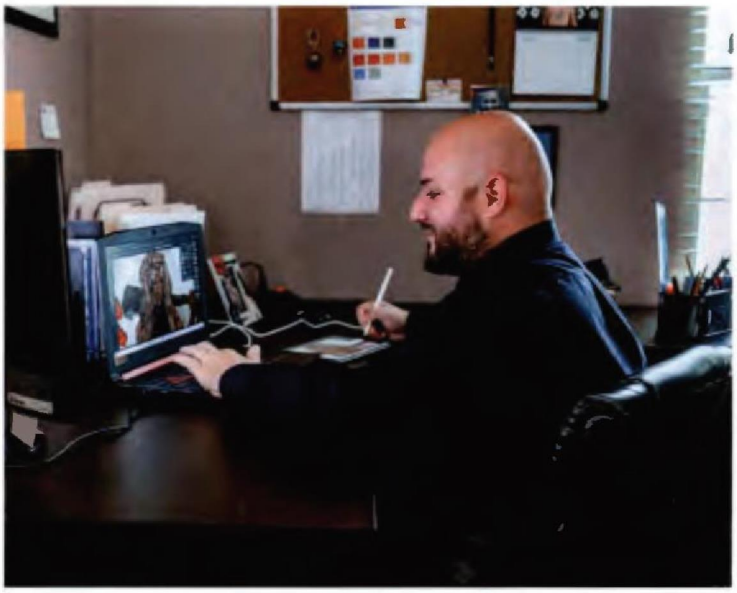
Illustrator
Baton Rouge Maker's Fair

GENERAL ROLE OVERVIEW

Our own animator, illustrator and cartoonist. Have no fear, Gavin is here! With a supreme level of originality in everything he designs, Gavin brings an unlimited amount of spunk and talent to Octagon Media. He supports client projects and large-scale design planning efforts from the creative aspect.

Making a local name for himself as an Illustrator and art instructor, Gavin joined Octagon Media after freelancing for a couple of years. His work has been featured in regional publications and you will often find him at an art show or displaying his creations at comic festivals and Comic-Con.

In addition, he served as the Co-Chair of the Communications Committee for the American Advertising Federation for two years. Now you see why we say he can do it all. Gavin's knowledge and skillset are invaluable assets to our team.



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SKILLS MATRIX

The matrix below highlights the skills referenced in the RFP for each of our proposed team members.

	Maranda White	Brooklyn Lejeune	Debra Marin	Briana Wilder	Miguel Castaneda	Gavin Michelli	Alvie Carter	Chad Murray	Kathryn Juntti
Account Management	●	●			●				
Advertising	●	●		●	●	●	●	●	●
Analytics	●	●		●	●			●	●
Branding	●	●			●	●	●	●	
Comprehensive Marketing Plan	●	●		●					●
Community College	●	●	●	●	●	●	●	●	●
Content Creation	●	●		●	●	●	●	●	●
Copywriting	●	●		●					●
Crisis Communications	●	●	●	●					
Design Conceptualization	●				●		●	●	
Digital Marketing	●	●		●					
Earned Media	●	●		●					
Economic Development	●		●						
Equity-Centered Campaigns	●	●	●	●	●	●	●	●	●
Event Planning	●	●	●	●					●
Government	●	●	●	●	●	●	●	●	●
Creative		●			●	●	●	●	●
Audience Intelligence Mapping	●	●		●	●	●	●	●	●
Creative Campaign Development	●	●			●	●	●	●	
Art/Culture/History	●	●		●	●	●	●	●	●
Marketing	●	●	●	●	●	●	●	●	●
Media Billing/Reconciliation	●		●	●					
Media Buying + Planning	●	●		●					
Media Relations	●	●		●					●
Media Research	●		●	●					●
Mobile Applications					●	●	●	●	●
Nation-wide Ad Campaigns	●	●	●	●	●	●	●	●	●
Non-Profit	●	●	●	●	●	●	●	●	●
Photography					●		●	●	●
Project Management	●	●	●	●	●	●	●	●	●
Public Relations	●			●					
Recruitment	●	●	●	●	●	●	●	●	●
Social Media Management	●	●		●	●	●	●	●	●
Strategy	●	●	●	●	●	●	●	●	●
Support Services	●	●	●						
Technical Literacy	●	●	●	●	●	●	●	●	●
Tourism	●	●	●	●	●	●	●	●	●
Video/Audio Production					●		●	●	●
Web Application		●			●			●	
Web Development		●			●			●	
YEARS OF EXPERIENCE	23	7	36	11	10	18	6	8	2

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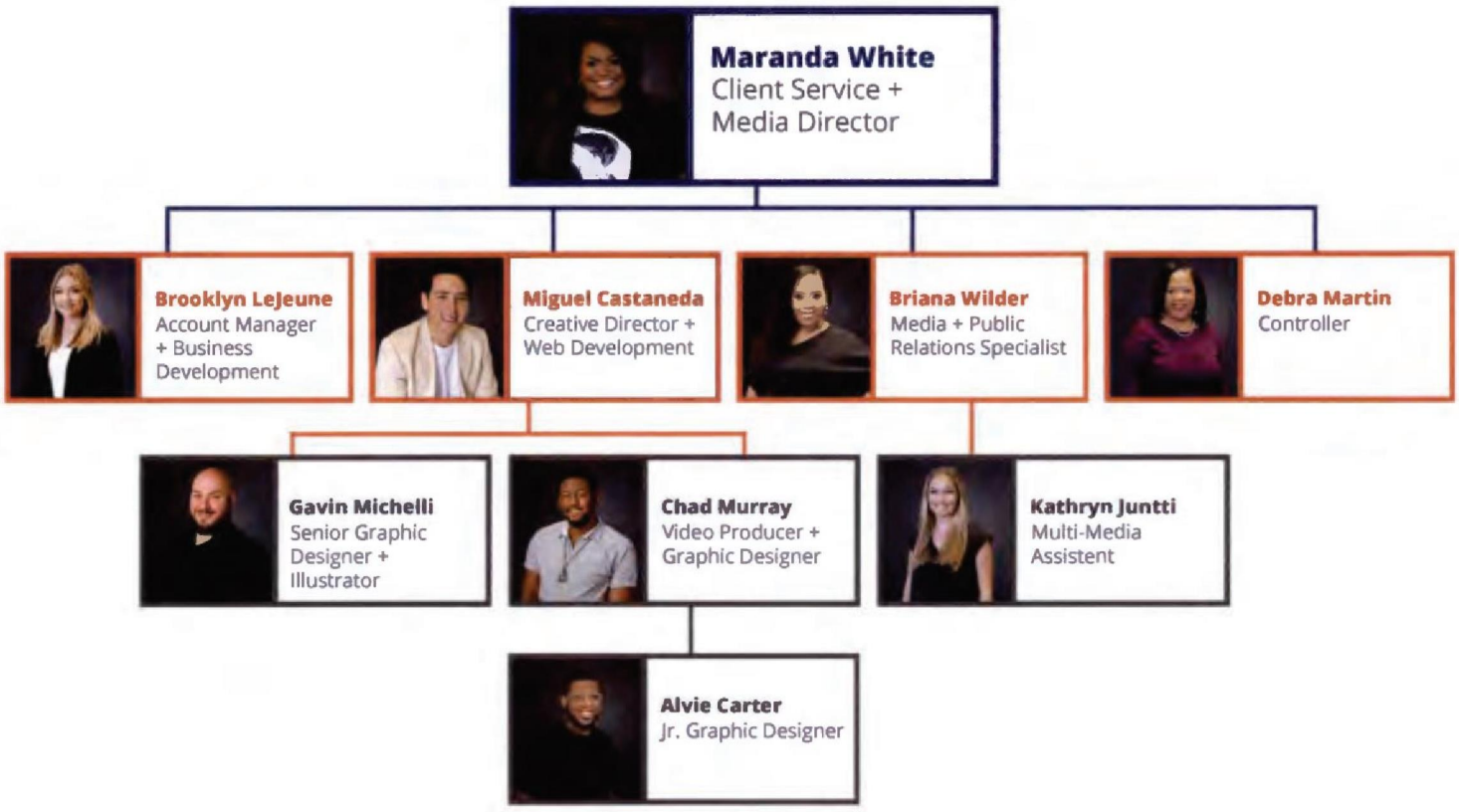
ORGANIZATIONAL CHART

The following chart depicts each department and its relevant functional responsibilities.



SUBCONTRACTORS

- We pride ourselves on having in-house access to the most current creative tools and media software.
- 0% of our media services have been outsourced or provided by an outside company.
- Depending on the scope of production services required to produce a commercial; talent and additional staff may be required and/or outsourced.

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5. SCOPE OF WORK

50

SCOPE OF WORK

STRATEGIC PLANNING

First and foremost, we believe in the importance of developing a true partnership with our clients to become one cohesive team. Understanding your goals and objectives are crucial to developing a successful campaign. Good ideas and insights can come from anywhere, which is why we always make sure to listen to our clients and what they have to say.

Octagon Media has access to the most sophisticated and effective marketing and consumer research software currently available on the market. These in-house resources will be utilized to create the most efficient and comprehensive marketing plan possible to better serve the mission and goals of the organization. Data will be researched and analyzed using Nielson software to gain a full profile of the current visitors and open the doors to new visitors. After analyzing this data, actionable steps will be taken to increase exposure.

At Octagon, our team members believe heavily in the power and effectiveness of good research. At the beginning of every project, our process begins with exploring the industry landscape and using that research to develop a solid, knowledgeable foundation. There are five main areas we explore under our approach and methodology:

- **RESEARCH:** Deep dive into preexisting research and studies to gain a better understanding of our target audiences and how they consume media.
- **DISCOVERY:** Conduct in-house research using state of the art software to gain direct information and actionable insights of our targeted demographics.
- **STRATEGY:** Use the actionable insights data gathered during the research and discovery stages to develop a comprehensive strategy to reach campaign objectives within the budget determined.
- **PLAN:** Draft a full integrated marketing plan and timeline detailing the phases of the campaign with the components that make those stages.
- **EXECUTION:** Implementation of the plan, continued monitoring and amending as needed to ensure the proper functioning of the campaign overall.

RESEARCH

To kick off the campaign we would start with a S,W.O.T Analysis to a study and identify the internal strengths and weaknesses, as well as its external opportunities and threats. Next, consumer research will be conducted to help understand customer psychology and create detailed behavior profiles. The inclination, motivation and purchase behavior of the targeted customers will be identified through psychographic profiles. The target audiences chosen will be researched and evaluated to determine the most effective ways to reach them throughout the course of the marketing plan.

Octagon Media will utilize our state-of-the-art market research software to best target our

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audiences and optimize campaign performance by identifying areas of success and capitalizing on them while mitigating any weaknesses experienced in the campaign. It is vital to have a thorough understanding of any audience from a cultural and economic standpoint to gain better insight into the causes of previously documented behaviors to help predict how those audiences may behave in the future.

ADVERTISING CAMPAIGN AND DEVELOPMENT

Through careful evaluation of your organization and goals, we will work to carry that tonality throughout all creative executions. We will also consider the way the average desired customer will receive that message. The information will be advertised across a variety of mediums and placed in locations where the identified target audiences are most likely to see them.

In addition to the physical marketing materials available around identified high traffic areas, other formats will be utilized such as direct mailers, robocalls, social media, television, radio and digital advertising. These methods will be useful in reaching our desired audiences further. The campaign is designed to reach people where they are, to make them feel noticed and let them know of the opportunities and impact the Town of Trophy Club has on them.

Our team will help build the Town of Trophy Club's marketing strategy to reach our desired target audiences. This will involve developing and producing marketing and outreach support materials and creating a network of stakeholders to set the foundation for a successful marketing campaign. To quickly reach the highest number of visitors possible, our team will develop a comprehensive integrated communications and marketing strategy which will include a mix of traditional and non-traditional medium to reach the desired objectives of the town. We will focus on each identified target audience using tailored messaging and content to resonate with them and convey relevant information. By creating a specific message for each audience, the relatability of our messaging and the impact it has on our target audiences will increase.

PRODUCTION / CREATIVE

Octagon Media will develop modern and alluring campaign creative campaign assets to increase target audience engagement across traditional, digital and social media channels, starting from the conceptualization of designs to the design and production of the materials. Original copywriting for these materials will be provided, with the guarantee that all content is fully consistent with brand guidelines and policies.

Octagon Media handles all production in-house at our primary office where the account will be managed.

- **Graphic Design:** Development: Implementation and coordination of a wide variety of graphic artwork for public information and promotional materials.
- **Graphic Design Supervision:** Coordination, direction and evaluation of graphic design personnel to ensure production and presentation support brand direction; understanding of graphic composition and presentation.
- **Interactive Design:** Creation of an overall look and feel of interactive communication products using text, data, graphics, sound, animation and other digital/visual effects.
- **Interactive Design Supervision:** Management and supervision of interactive communication projects in compliance with plans and strategy briefs.

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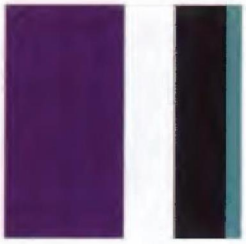
BRANDING SAMPLES:
AETNA BETTER HEALTH

Branding + Graphic Design

At a glance | Four distinctive brand assets

Our brand identity supports a philosophy of distinctive brand assets that are supported by expanded brand elements.



AaBbCc
Domaine Display

AaBbCc
Open Sans

Our logo symbolizes our brand.

Even our logo has heart. Consistent usage identifies our brand and engages customer memory. The violet or white version should be used whenever possible.

CVS Health heart icon represents our company and is distinctively ours.

Our symbol can be expressed in a variety of ways that add meaning to our most distinctive brand asset. When used,

Violet, gray and teal set Aetna apart by representing our energy and optimism.

Aetna has three primary colors — violet, gray and teal — along with corresponding secondary tints.

Typography combines our brand voice and imagery in a unique and engaging way.

Our brand font is expressive and stylized, used exclusively throughout our brand communications.

4 Aetna visual identity 1

aetna

Integrated heart

At Aetna, we put our members first. We connect and embrace our members with our heart imagery.

Usage

Aetna can use the white outline version of the CVS Health heart on images. To ensure that the heart is visible against various backgrounds, the transparency can be adjusted to no less than 65% and no more than 80%.

12 Aetna visual identity — v1

aetna

Example Shown: Aetno National Branding Guide

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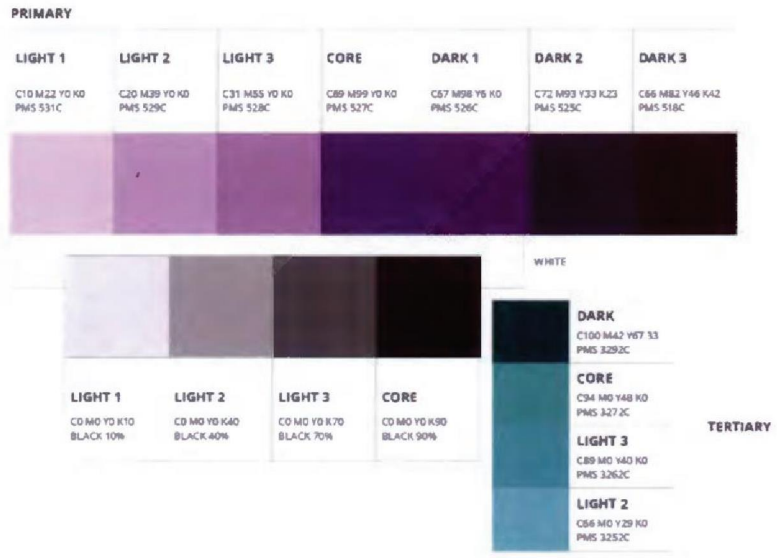
Color

CMYK/Pantone

Our primary color is violet, supported by white, gray and tea Violet embodies the personality of Aetna, appearing bright, friendly and welcoming. Tea reflects the bright and energetic personality of Aetna

Please note: These are CMYK colors in a digital space. The colors displayed here are not representative of how they actually print.



aetna

Logotype

Aetna Foundation

The Aetna Foundation has its own logo, due to its unique tax and legal status. Except for the logo, the Aetna Foundation follows all other Aetna design standards and guidelines (for example, font, use of color and photography).

Logo color

We only use violet for the Aetna Foundation logo color (or a white logo on colored backgrounds). A black logo should be used on black-and-white printed materials.

Clear space

Keep the logo clear of competing text, images and graphics by maintaining the minimum amount of clear space, which is equal to the height of the "t" in Aetna.

Print

Minimum size for **regular** use

aetna FOUNDATION 0.44" / 1.176mm

Minimum size for **small** use

aetna 11mm

Digital

Minimum size for **regular** use

aetna FOUNDATION 69px

Minimum size for **small** use

aetna 13px

aetna

Example Shown: Aetna National Branding Guide

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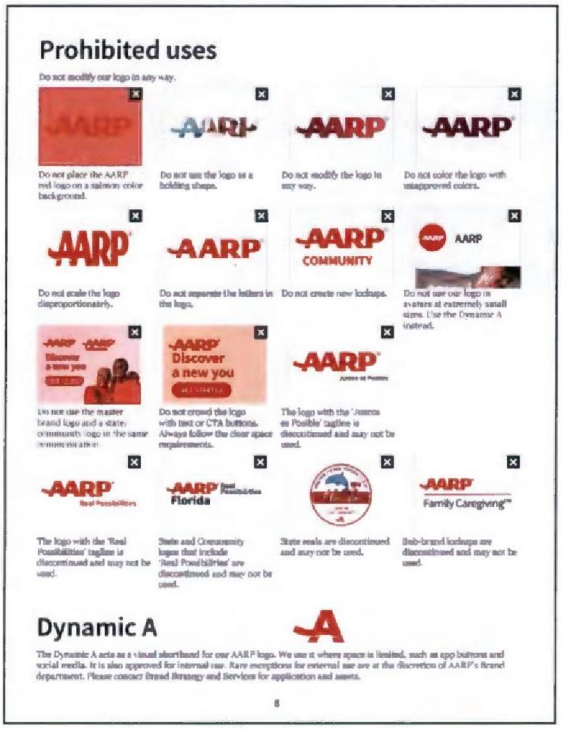
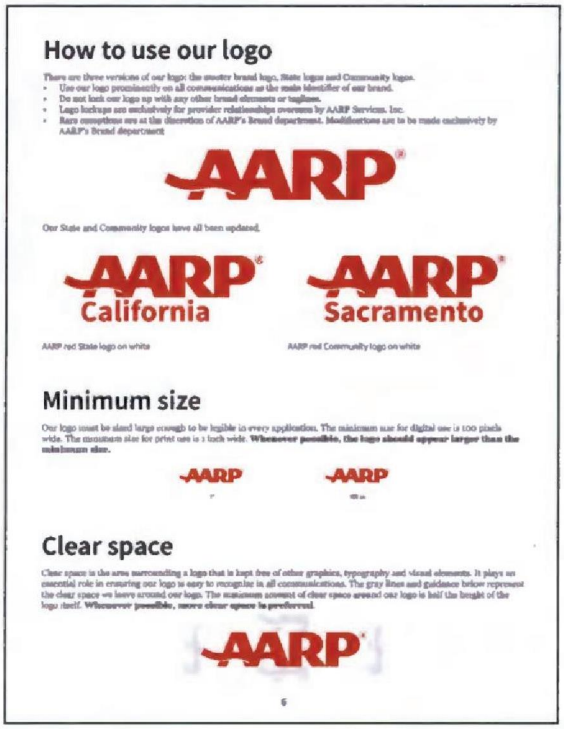
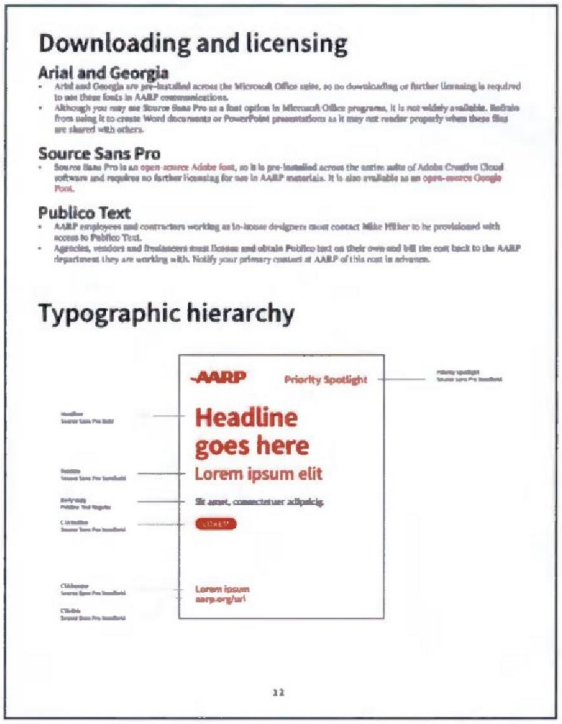
BRANDING SAMPLES:

AARP

Branding + Graphic Design







Example Shown: AARP National Branding Guide

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BRANDING SAMPLES:
SKYHAWK

Branding + Graphic Design

Proper Usage

SKYHAWK

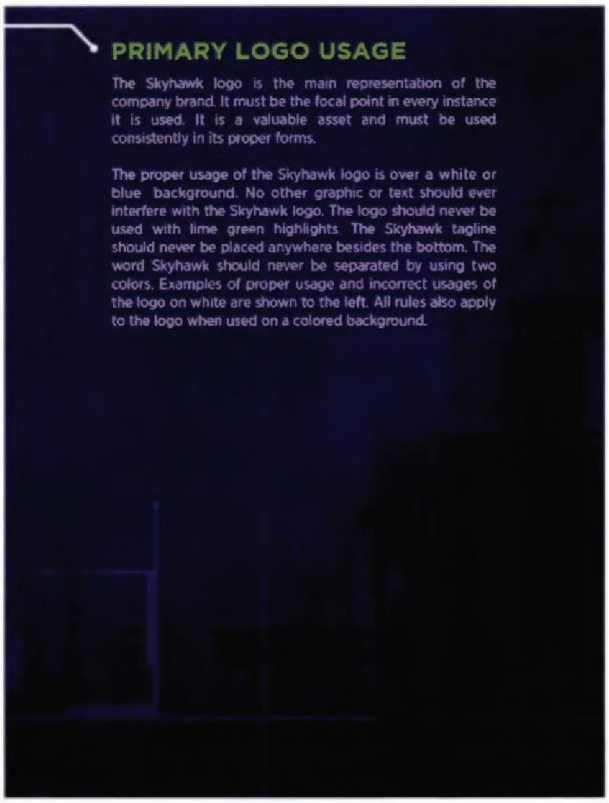
SKYHAWK
on in the digital world.

Improper Usage

SKYHAWK

SKYHAWK
in the digital world

SKYHAWK



COLOR

When used consistently, colors help make a brand more cohesive and recognizable. Colors can become as identifiable as the logo or the name but only if used correctly and consistently.

There are 6 primary color options associated with the Skyhawk's brand: Blue, Dark Blue, Lime, Gray, Dark Gray, & White. CMYK and Pantone (print) and RGB and WEB (web) color codes are listed for each below.

BLUE
CMYK - 100 97 49 6
RGB - 46 51 96
WEB - #2E3360
PANTONE - 5265 C

DARK BLUE
CMYK - 100 97 49 0
RGB - 46 51 96
WEB - #2E3360
PANTONE - 5265 C

LIME
CMYK 53 0 100 0
RGB - 132 196 64
WEB - #84C440
PANTONE - 368 C

GRAY
CMYK 0 0 10
RGB - 230 231 232
WEB #E6E7E8
PANTONE 663 C

WHITE
CMYK - 0 0 0 0
RGB - 255 255 255
WEB - #FFFFFF
PANTONE - White

DARK GRAY
CMYK - 0 0 0 70
RGB - 109 110 112
WEB - #6D6E70
PANTONE - 424 C

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COLLATERAL

Below are print examples of the Skyhawk branding: business card, envelope, and letterhead

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BRANDING SAMPLES:
AUSTIN FIRE SYSTEMS

Branding + Graphic Design

Full Color on White

AUSTIN
FIRE SYSTEMS

One Color on White

AUSTIN
FIRE SYSTEMS

COLOR

When used consistently, colors help make a brand more cohesive and recognizable. Colors can become as identifiable as the logo or the name but only if used correctly and consistently.

There are four primary color options associated with the Austin Fire Systems Brand. CMYK and Pantone (print) and RGB and WEB (web) color codes are listed for each below.

PRIMARY

BLACK
CMYK - 0 0 0 100
RGB - 0 0 0
WEB - #000000
PANTONE - BLACK 6 C

WHITE
CMYK - 0 0 0 0
RGB - 255 255 255
WEB - #FFFFFF
PANTONE - WHITE

RED
CMYK - 15 100 100 0
RGB - 209 34 41
WEB - #D2232A
PANTONE - 1795 C

SILVER
CMYK - 0 0 0 10
RGB - 230 231 232
WEB - #E6E7E8
PANTONE - COOL GRAY 3 C

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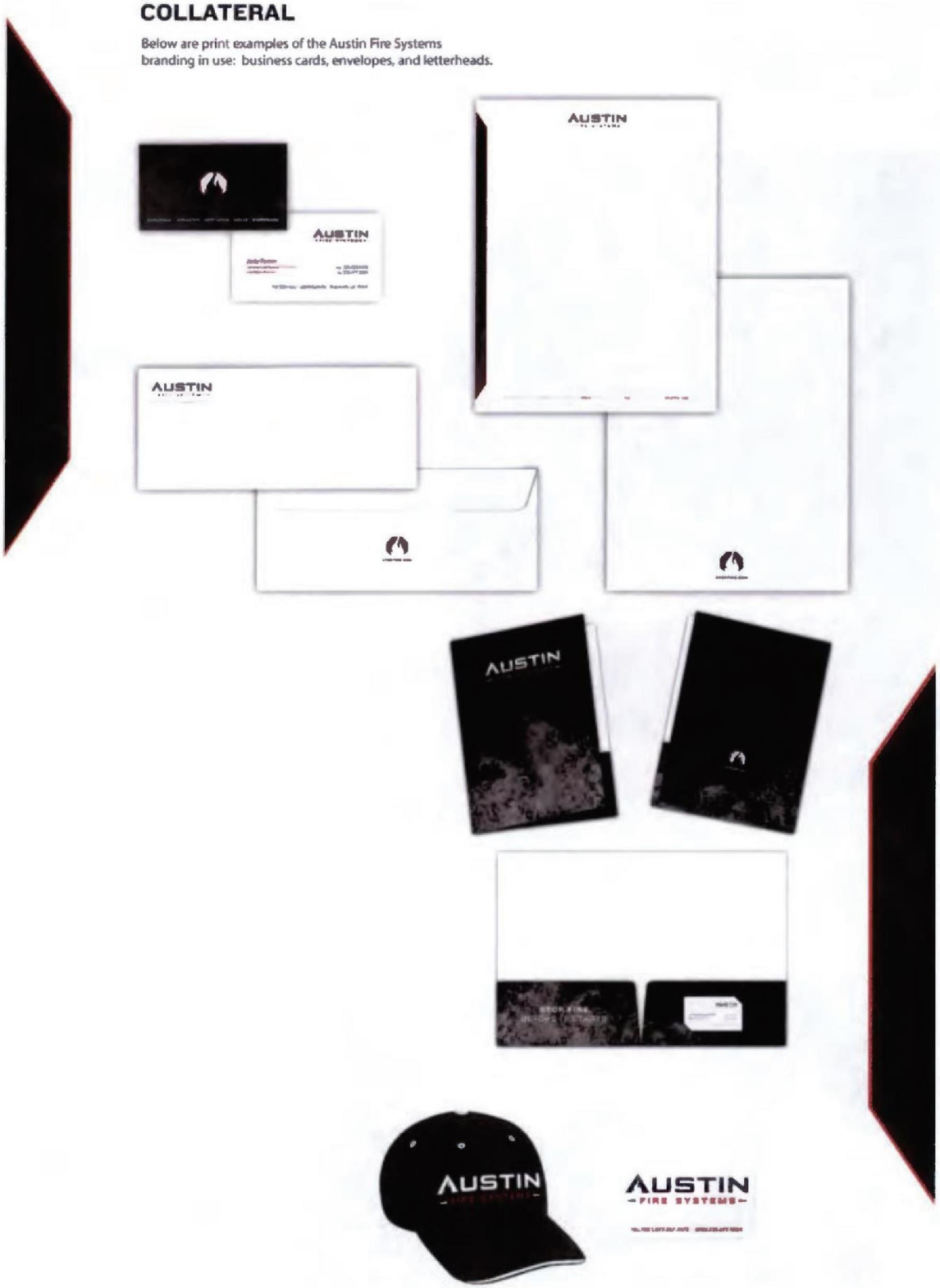
COLLATERAL

Below are print examples of the Austin Fire Systems branding in use: business cards, envelopes, and letterheads.



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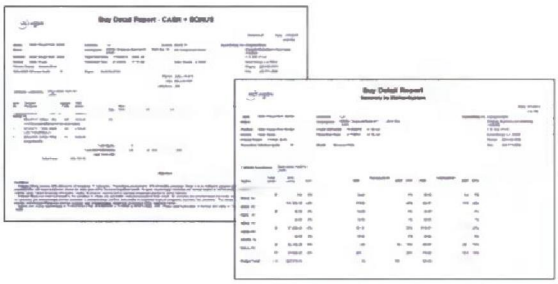
TRADITIONAL ADVERTISING AND PAID MEDIA

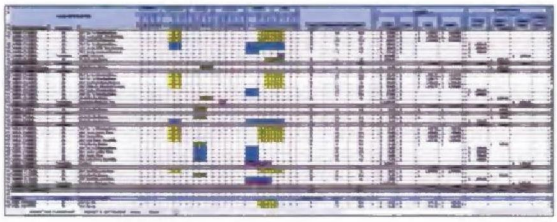
Implementing paid media campaigns along with the other assets makes for a winning combination. Traditional advertising includes television, radio, newspapers, magazines and out-of-home (billboards, bust stops, bus wraps). Digital advertising is comprised of social media ads, banner ads and digital online/ mobile marketing.

Exomple Shown: Proposed Natchez Convention Promotion Commission - Outdoor Billboord

Octagon media will provide all media placement in house for the campaign. With a rich background in media buying and media placement, Octagon Media has connections across the country to ensure the best media placement with added value for our clients. Our negotiation skills are one of our greatest assets, and gives us a competitive advantage over other agencies, many of whom outsource their media buying. The media placement reports are compiled in house and are guaranteed to accurately reflect the true performance of the campaign. The media placements will cover a variety of mediums, included but not limited to TV, radio and out-of-home advertising.



MEDIA BUYING PROCESS



1. PLANNING
   - Compile and analyze market research based on environment, demographic, trends, competitive, economic conditions and habits.
   - Acquire a media platform (traditional and non-traditional) by determining a combination of the strongest media vehicles for the target audience.
   - Develop, implement and evaluate strategies to create a solid and comprehensive media campaign.
   - Recommend budget allocation by market and medium.
   - Create a detailed annual media plan and flowchart including all media activity from stations or networks that under deliver
   - Generate results report and maintain contact with vendors to evaluate new opportunities.

2. BUYING
   - Implement plan.
   - Request for proposal (RFP), avail and request added value media vendors.
   - Input avails.

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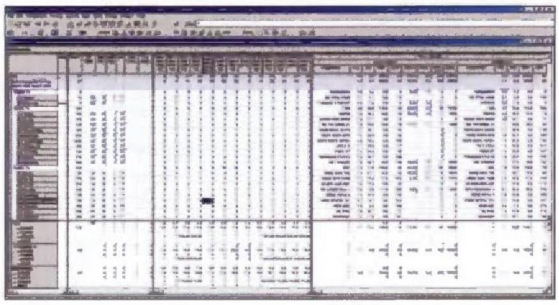
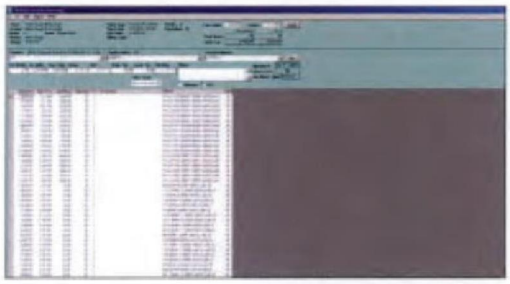
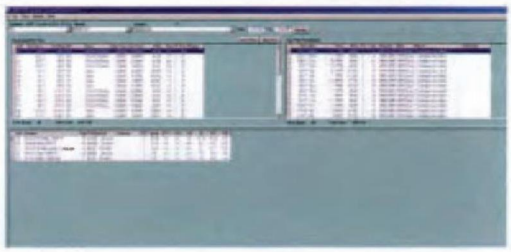
- Access ratings and research tools to project and estimate GRP delivery, reach and frequency.
- Negotiate best and lowest rates.
- Create buy in Strata system using Nielsen ratings data.
- Coordinate and execute added value, promotions, sponsorships and partnership opportunities.
- Send completed media buy to client for review and approval.
- Place buy, receive signed confirmations and maintain hard copies of documentation.
- Continuously monitor and evaluate media activity during flight, amending plan if necessary.
- Ensure full delivery of proper pacing, rotation and benchmark performance.

3. TRAFFICKING

- Coordinate traffic with all stations and media vendors.
- Provide media vendors with the correct ad materials, artwork, spots and traffic instructions.
- Ensure timely arrival of production within required ad specifications.







4. DELIVERABLES

- Hold stations and vendors accountable for commitments.
- Manage confirmations and contracts.
- Track, measure and evaluate media buys to ensure delivery and effectiveness.
- Do post buy analysis to ensure at least 90% delivery of the ordered GRPs for broadcast buys.
- Schedule make good and bonus weight is required by stations/networks who under deliver.
- Provide report to show overall results market criteria, parameters and evaluate success of each campaign.
- Ensure ongoing field calls from all media representatives throughout the year, and evaluate offers, new media and special packages.

5. AUDITING

- Audit invoices.
- Collect media invoices, manage discrepancies and reconcile billing, taking corrective action if necessary.
- Analyze invoices spot by spot to guarantee that placement ran as ordered.
- Review tear sheets, air checks and other documentation as proof of performance.
- Provide copies for client's files.

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IN-HOUSE TECHNOLOGY

Our team has worked with the following software, tools and technology to aid our communication and outreach efforts for multiple projects. These programs are used for graphic design, video-editing, media monitoring, mass-email marketing and more. Our team adapts quickly to the most current software applications in the industry to support our clients' efforts and priorities.

PLATFORMS

TELEVISION
- Broadcast
- Cable
- Satellite

RADIO
- Terrestrial
- Satellite

PRINT
- Magazine
- Newspaper
- Trade Publications

OUT-OF-HOME
- Outdoor Billboard
- Bus Stop
- Mall Kiosks
- Airport Kiosks

OUT-OF-THE-BOX
- Wraps
- Chalking
- Wallscapes
- Product Packaging

SOCIAL MEDIA
- Facebook
- Twitter
- YouTube
- LinkedIn
- Pinterest
- Instagram
- Tumblr
- Snapchat
- Vimeo
- Tik Tok
- IGTV

GAMING
- Twitch
- Xbox
- PlayStation
- Nintendo
- PC
- Android
- iPhone
- iPad and Tablet

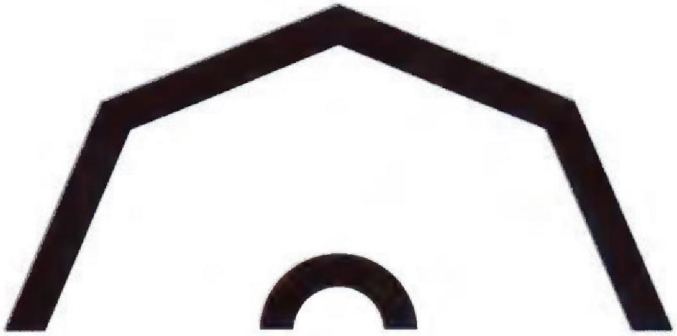
COMMERCIAL VIDEO STREAMING
- Pandora
- Hulu
- iHeart
- Spotify
- Apple Music
- YouTube Music
- Soundcloud
- Disney+

DIGITAL + ONLINE
- Display Ad
- Geo-Targeting
- Geo-Fencing
- In-App

RE-TARGET MARKETING
- Keyword
- Email
- Website
- Hashtag
- Adwords

SEARCH MARKETING
- Search Engine Marketing (SEM)
- Search Engine Optimization (SEO)
- Pay Per Click (PPC)

E-MAIL MARKETING
- Mail Chimp
- Constant Contact



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RESEARCH + MEDIA TOOLS

STRATA + FREEWHEEL
- Media planning and buying software

DOUBLE CLICK
- Online advertising management system

GOOGLE ANALYTICS
- Online advertising measurement tool

NIELSEN TV + COMSCORE
- TV and cable ratings data

NIELSEN RADIO
- Radio ratings data

SRDS
- Market profiles

SQAD
- Cost per point (CPP) tool

MRI + SCARBOROUGH
- Qualitative and quantitative research

PIPEDRIVE
- Customer Relations Management Software

TAPSCAN
- Market Profile and Ratings Data

Octagon Media utilizes a variety of media-related software that help strategically plan and execute media buys on several platforms. At the end of our process, we conduct a post-buy analysis to determine the results of the campaign.

CREATIVE TOOLS

ADOBE CREATIVE CLOUD
- Photoshop
- Illustrator
- InDesign
- Premiere Pro
- Dreamweaver
- After Effects
- Acrobat Pro
- Bridge
- Audition
- InCopy
- Lightroom
- Media Encoder
- XD

WORDPRESS

COMMERCIAL PRODUCTION

PRE-PRODUCTION
- Research
- Planning + Coordination
- Concept Development
- Storyboarding
- Scriptwriting
- Location + Talent Scouting

PRODUCTION
- Lighting + Sound
- Talent
- Video + Filming
- Audio Capture

POST-PRODUCTION
- Video Editing
- Audio Mix and Sound Editing
- Audio Effects
- Color Correction
- Graphics and Text
- Music Production and/or Licensing Fee(s)

To execute our creative projects, we use Adobe Creative Cloud. Adobe offers over twenty apps, and these tools have the ability to create and manipulate images, graphics, videos, build websites, design layouts, edit documents and more...

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PROMOTIONAL AND STRATEGIC PARTNERSHIPS

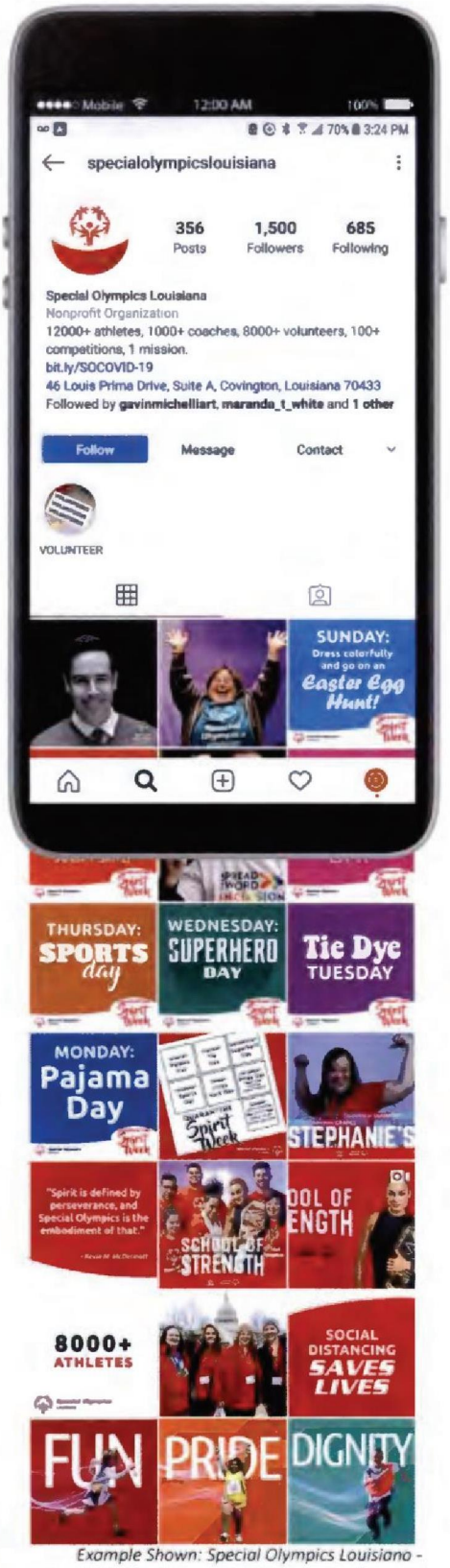
SOCIAL MEDIA

Social media is an incredibly useful and powerful communication tool when used appropriately. In addition to its effectiveness in communicating community events, social media can be a useful monitoring tool to assess the public's views and opinions on Visit Trophy Club, identify informational needs and share the compelling stories of Trophy Club.

Although social media is often used for mass outreach and communication, it also provides a valuable tool to reach individuals on a more personal level. Responding to comments, engaging with community members and potential visitors, and answering messages are all examples of how social media provides direct contact with target audiences. It is important to be mindful that when a comment or message is responded to, it represents a larger function than it may appear to be initially. While the act of replying may be quick, there is additional research and coordination across departments needed to ensure an accurate and helpful engagement. This does not just apply to comments and direct messages, but to phone calls, emails or any other medium they may use.

Example Shown: Proposed Natchez Convention Promotion Commission - Colloteral Moteriol

Example Shown: Proposed Natchez Convention Promotion Commission - Collaterol Material



Example Shown: Special Olympics Louisiana - Social Media Strategy and Content Development

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Our Process:

1. Idea/Rough Draft
2. Concept
3. Concept Review
4. Concept Edit
5. Ready for Design
6. Design Review
7. Needs Information
8. Content + Hashtags
9. Proofread
10. Edit Content + Hashtags
11. Needs Approval
12. Approved
13. Export and send to client

During the social media campaigns, running analytics will be monitored to ensure there are no issues with engagement or reach of posts. At the end of each month, analytics reports will be collected to gain a better idea of how the social media campaign is performing on a larger scale. These can then be compiled into quarterly and yearly reports to measure overall campaign performance.

SEO STRATEGY

Octagon Media will provide Search Engine Optimization (SEO) assistance to ensure top placement and effective return on investment (ROI). Competitive analysis will be completed to better understand where industry competitors are succeeding and falling short to capitalize upon those shortcomings and learn from those successes. Octagon media has a successful repertoire of website development and management, and the skills and experience gained from our previous work ensures excellent results.

MARKETING MATERIAL

Octagon Media will provide marketing creative content, starting from the conceptualization of designs to the design and production of the materials. Original copywriting for these materials will be provided, with the guarantee that all content is fully consistent with brand guidelines and policies. Creative content to be concepted, designed, and produced includes but is not limited to traditional and digital advertising, email templates, brochures, postcards, infographics, outreach toolkits and any other marketing materials requested.

Example Shown: Louis Armstrong New Orleans International Airport - Collateral Material

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INFLUENCER PROGRAM

Influencer marketing has the potential to reach our desired audiences in a personal way. Over time, the use of influencers on social media has grown into one of the most valuable resources a marketer can have. By identifying key social media personalities, Octagon Media will use these influencers to spread Visit Trophy Club's message to their respective audiences. These influencers will be chosen based on how closely their followers and fans align with the identified target audiences. Ideal candidates for the influencers would include lifestyle influencers.

RESEARCH & ANALYTICS

Provide an overview of how you determine success. Please define how your analytics can be converted into insights and how the insights will help guide us in making decisions on how we market in the future. How can we best communicate to our stakeholders the ROI on marketing investments to ensure future support?

All measurable deliverables and components of the campaign will have running analytic reports to ensure the campaign is operating as it should, and all benchmarks are being met. Social media analytics will be constantly monitored and reports compiled on a monthly and quarterly basis. This reporting plan applies to all digital ad campaigns as well.

The quiet back end of the media process often includes some of our most valuable services. We subscribe to Strata, SMBS, Nielsen and ComScore to run a post-purchase analysis to ensure that all media was delivered as ordered. This analysis also ensures that the client does not pay for any media that ran incorrectly. Radio and TV spot times are entered on invoices individually and checked against the buys. Post-buy analysis of ratings delivery is performed to make sure that the client gets full value from their media buys.

We believe in holding stations and vendors accountable for commitments from managing confirmations and contracts to tracking, measuring and evaluating media buys to ensure delivery and effectiveness. Each station must ensure at least 90% delivery of the ordered Gross Rating Points (GRP) for broadcast buys. Otherwise, a make good and bonus weight agreement is required by stations/ networks who underdeliver. Octagon Media will provide reporting to show overall results, market criteria, parameters and evaluate the success of each campaign.

Example Shown: Louis Armstrong New Orleans International Airport - Outdoor Billboards

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6. WORK PLAN / SCHEDULE

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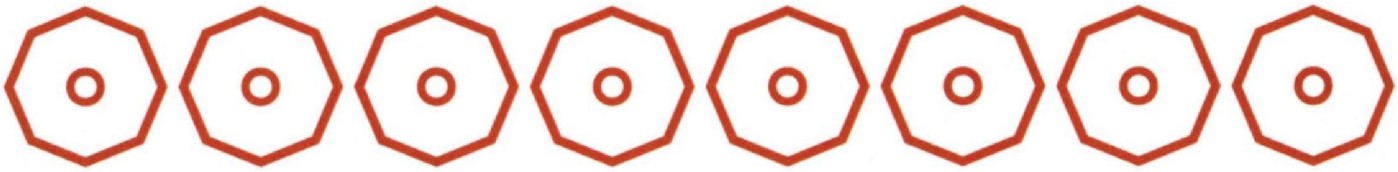

TIMELINE

Jan 1, 2023

Phase I

DAY 1-60

STRATEGIC PLANNING

- **Research**
  - ◊ Primary research
  - ◊ Secondary research
- **Consultation**
  - ◊ Account service
  - ◊ Strategic counsel
  - ◊ Project administration/coordination
  - ◊ Meetings/travel

ADVERTISING CAMPAIGN DEVELOPMENT

- **Strategy**
  - ◊ Research-based strategic planning, media planning and buying recommendations
  - ◊ Campaign adjustments as necessary
  - ◊ Identification of promising platforms and methods
- **Metrics Monitoring**
  - ◊ Campaign optimization
  - ◊ Campaign modification

PRODUCTION / CREATIVE SERVICES

- **Creative Concepting**
  - ◊ Copywriting
  - ◊ Graphic Design
  - ◊ Design Layout

Phase II

DAY 60-90

Phase III

DAY 90-365

MEDIA PLANNING AND BUYING

- ◊ Negotiations across all media channels
- ◊ Implementation of programs with proven results and ROI
- ◊ Evaluate new media opportunities as needed
- ◊ Social Media Management
- ◊ Digital Marketing
- ◊ Traditional Advertising
- ◊ Auditing
- ◊ Print Production

PROMOTIONAL AND STRATEGIC PARTNERSHIPS

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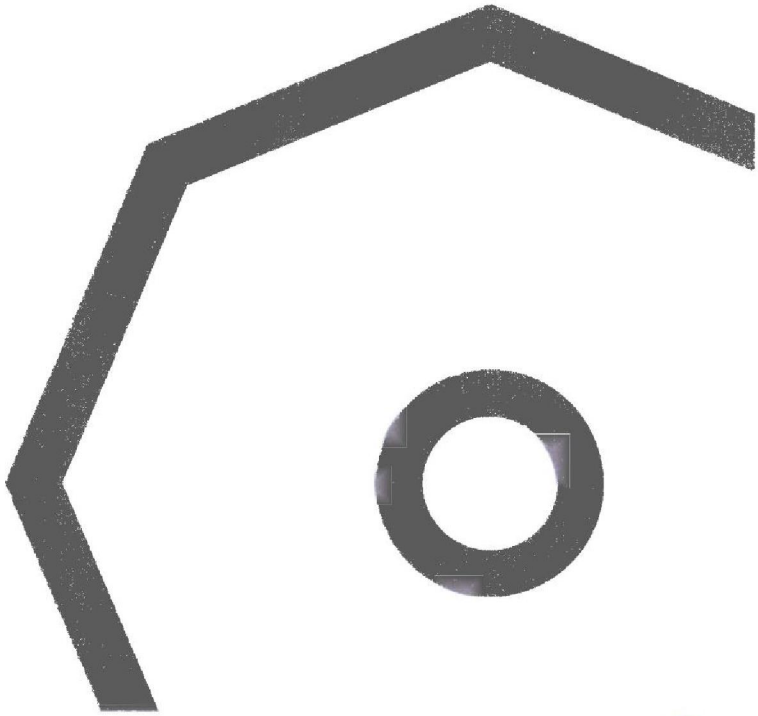
RESEARCH AND ANALYTICS

- Integration of analytic tools to measure and report on impact of executed media strategies and tactics
- Monthly digital reporting, analysis, and optimization recommendations
- Monthly budget reviews
- Regular post-buy reporting and analysis

ONGOING



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7. BUDGET

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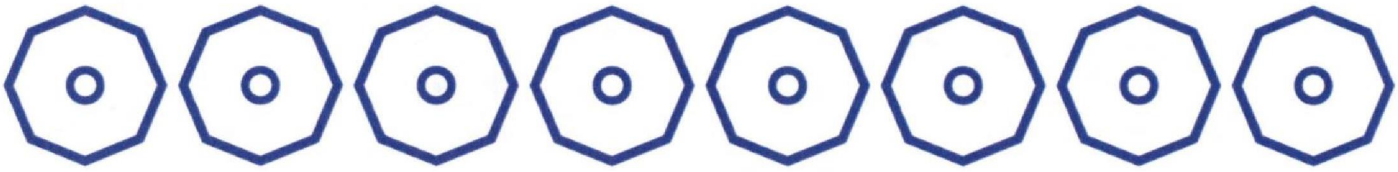

PROPOSED BUDGET BREAKDOWN

January 2023 - January 2025

Marketing and Advertising Planning	**$24,000.00**
Develop recommendations for a Marketing and Advertising Plan that supports the strategies set within the RFQ. This includes strategic direction, creative strategy, asset development and stewardship, media plan, and cooperative plan.	
Creative Services	**$36,000.00**
Development of unique creative assets to support an integrated marketing campaign described herein.	
• Strategic, research-based creative recommendations • Development and production of results-driven creative (online, mobile, etc.) • Management of the production of various creative concepts and delivery to media outlets as required • Integration of analytic tools to measure and report on the impact of executed media strategies and tactics	
Media Planning / Purchase Coordination	**$12,000.00**
Develop media plans for a Visit Trophy Club program to promote overnight stays and day trips, review and analyze media opportunities and select and purchase designated digital media. The plan will be developed annually, and we will coordinate with the Town of Trophy Club to buy and execute the plan following Town approval.	
• Strategic, research-based integrated marketing, media planning, and media buying recommendations • Evaluate new media opportunities as needed • Determine an efficient and effective media mix, recommending appropriate media channels to adhere to campaign goals. • Create a performance-based, evolving mixed media annual plan; implement and manage. • Negotiations across all media channels. • Monthly digital reporting, analysis, and optimization recommendations. • Monthly budget reviews. • Regular post-buy reporting and analysis. • Implementation of programs with proven results and ROI.	
TOTAL FOR SERVICES	**$72,000.00**
TOTAL ADVERTISING BUDGET	**$88,000.00**
TOTAL OVERALL BUDGET FOR 24 MONTHS	**$160,000.00**

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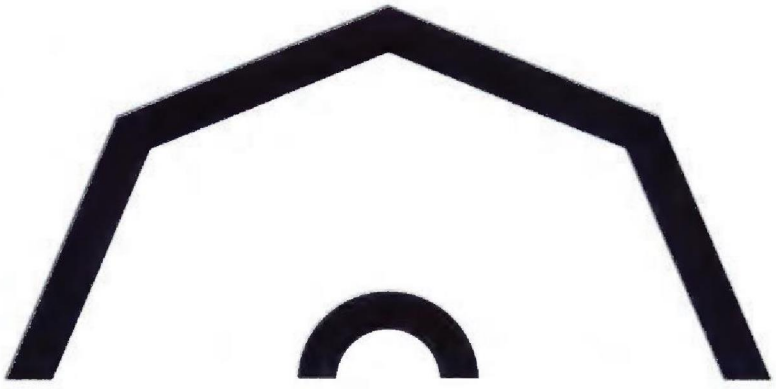
HOURLY RATES - STANDARD

SERVICE	COST
ACCOUNT + SUPPORT SERVICES	
Account Service / Consultation	$135/hour
Administration	$100/hour
Clerical	$100/hour
Estimating	$125/hour
Estimate Fastest Possible Response Time for on-site Meetings and Pick-up / Deliveries	Within six hours for onsite meetings, immediately for pick-up/deliveries
Long Distance Calls	$0.35/minute
Mailing Charges	Price based on USPS/ FedEx/UPS shipping costs
Pickup/deliver	In-State: $50/hr Out-of-State: $100/hr
Project Administration / Coordination	$120/hour
Research (Tableau, Google, SQAD, Freewheel, Scarborough)	$175/hour
Strategy	$150/hour
Technical Assistance (Marketing Strategies for Grants and Reports, Production Assistance, etc.)	$150/hour
Travel Time / Mileage	In-State: $50/hr Out-of-State: $100/hr



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SERVICE	COST
CREATIVE + WEBSITE	
Art Direction	$185/hour
Art Production	$185/hour
Brand Identity	$200/hour
Copywriting	$125/hour
Creative Planning / Development	$225/hour
Disk Charges (CD, or Other Electronic Source)	$7.50/copy
Editing	$100/hour
E-mail File Charges	$15/email
Formatting	$150/hour
Graphic Design / Layout	$130/hour
Illustration	$250/hour
Inputting Text	$150/hour
Photo / Image	$135/hour
Photo / Image Manipulation	$190/hour
Proof Copy Charges per 8x11 and 11x17	$0.15/copy
Research	$125/hour
Resource Search (e.g., Models, Props, Locations)	$140/hour
Scanning	$0.15/page
Storyboarding, Preparation of Other Presentational Pieces (e.g., Campaign Pieces Mounted on Art Board with Easels), and Other Manual Arts Services	$200/hour
Web Design / Development	$175/hour
MEDIA	
Media Billing	$125/hour
Media Buying / Reconcilliation	$185/hour
Media Placement	15% commission
Strategy / Plan / Flowchart	$105/hour

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SERVICE	COST
SOCIAL MEDIA MANAGEMENT	
Social Media Graphics	$130/hour
Social Media Planning, Copywriting, Strategy and Scheduling	$130/hour
Social Media PR Management	$130/hour
PRODUCTION	
Broadcast Direction / Production	$250/hour
Dubbing / Audio Recording	$175/hour
Music Production / Research	$150/hour
Photography (3 hour minimum)	$150/hour
Resource Search	$200/hour
Talent Search and Coordination	$150/hour
Video / Audio Production (20 hour minimum)	$200/hour
MARKETING	
Marketing Analysis, Planning and Evaluation	$175/hour
Marketing Needs Consultation With Client	$135/hour
Marketing Research	$175/hour
PUBLIC RELATIONS	
Community Engagement	$125/hour
Crisis Communication	$115/hour
Event Management	$150/hour
Media Outreach	$100/hour
Press Release	$95/hour
Program Development	$150/hour
Public Relations Management	$140/hour
Strategy	$150/hour

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TERMS AND CONDITIONS

PAYMENT SCHEDULE

Octagon Media can work with the Client to determine a payment plan for selected services. This may include a monthly retainer or billing on an hourly basis.

ESTIMATES

All fees quoted are estimates only and based on our standard hourly rates. Final costs will be determined before the onset of each project and in accordance with the estimated scope of work. We will send an invoice every 30 days, estimates are valid for 90 days.

REVISIONS

We include two (2) rounds of revisions to all creative design and two (2) rounds of revisions on copy/text. Once materials are approved, client requested changes will be honored, yet will incur additional fees/revised proposal, and delay the project. Should changes be required at this point, Octagon Media will provide a change order proposal or bill at our hourly rate.

ARTWORK, IMAGES AND FONTS

Octagon Media offers in-house professional photography and retouching services for your project's imagery at an hourly or day rate. Client may provide images for their project and accepts responsibility for all copyright restrictions. Stock images and font libraries, purchased by Octagon Media through our subscription stock image services such as Shutterstock, are licensed to Octagon Media and cannot be used by or sent to the client per licensing agreements. For other stock images, such as Getty Images, the cost of the image will be discussed with the client. Octagon will either license image(s) or the client may pay for the image(s) directly and maintain the license. Octagon Media will store images in your folder and these images may be used for your future creative, according to license restrictions. Any fonts under the Octagon Media license used on creative are property of Octagon Media unless they are shareable. Should a custom font be required, Octagon Media will discuss the best options for licensing.

LIVE FILES

Octagon Media can provide live working files to the client upon client request after final deliverables have been sent and final payment has been received. The cost of live files are 50% of the total project fee. Octagon Media cannot provide any stock images or font libraries under Octagon license to the client. Octagon Media will provide a list of any items used so that the client may purchase these under their own license. All licensed fonts will be transformed to outlines, if possible.

MODIFICATIONS

Modifications of the approved proposal must be written, except that the invoice may include, and the client shall pay fees or expenses that were orally authorized in order to progress promptly with the work. Client agrees that it shall not hold Octagon Media or its agents liable for any incidental or consequential damages that arise from the failure to perform any aspect of the project in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of Octagon Media or a third party. Client is fully responsible for acquiring and defending all intellectual property rights associated with all Works created by Octagon Media under this agreement. Client shall indemnify Octagon Media for all liability associated with the Works. Client shall assume responsibility for clearance and copyrighting of any and all verbiage and/or graphics or Works deemed as requiring protection under state and national trademark or patent laws.

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MEDIA PLACEMENT

Should media placement or purchase be needed, Octagon Media, is vested with authority from Client to purchase, on behalf of Client, certain media and outside services as described in the proposal, and to receive compensation as set forth herein. The Client may request changes or cancellations, or stop work in progress, provided they do not result in a breach of the Octagon Media's contractual obligations with any media party. Where changes or cancellations are requested on previously authorized work, the Client will reimburse Octagon Media for any unrecoverable charges or expenses. Additionally, any Client directed cancellation shall not result in a loss, reduction, or forfeiture of Octagon Media's commission, which shall be considered fully earned by Agency.

ADDITIONAL FEES

The fees and expenses shown are minimum estimates only, including all media costs. Final fees and expenses shall be shown when invoices are periodically submitted. The client will be notified for any increases in fees or expenses that exceed the original proposal by 10% or more prior to billing. Unless otherwise noted, this proposal does not include any stock photography, original photography, original fonts, hosting, hosting setup, ground transportation, airfare, lodging, meals, travel expenses, laser proofs, printer proofs, print production, audio production, expedited shipping, photography session fees, talent fees, sales tax or URL purchases. If any of these items are needed, a separate proposal will be provided.

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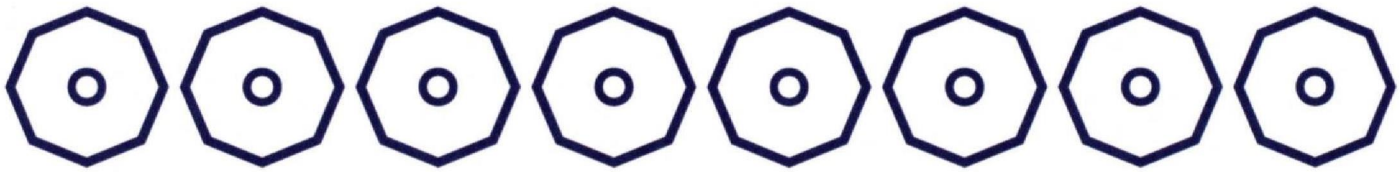
8. RELEVANT SAMPLE WORK

80



PAST EXPERIENCE

STATE OF LOUISIANA
UNION · JUSTICE · CONFIDENCE

BR
CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE

NEW ORLEANS & COMPANY

DOWNTOWN DEVELOPMENT DISTRICT
NEW ORLEANS

CITY OF VICKSBURG
MISSISSIPPI

MISSISSIPPI DEPARTMENT OF EDUCATION

TANGI TRANSIT
Move here

DEQ
LOUISIANA

BRNEDD
Baton Rouge North Economic Development District

LOUIS ARMSTRONG NEW ORLEANS INTERNATIONAL AIRPORT

LOUISIANA
Feed Your Soul.

Kite Capital of Louisiana
West Baton Rouge
Convention & Visitors Bureau
On the river. On the way.

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PAST SUCCESS:
LOUIS ARMSTRONG NEW ORLEANS INTERNATIONAL AIRPORT

Strategy,Branding, Concept Development, Graphic Design, Media Buying, Media Placement + Commercial Production

CHALLENGE

Louis Armstrong New Orleans International Airport wished to re-brand their new terminal scheduled to open May 2019. The tasks included a prospective conceptual message and design examples to assist in the re-branding effort. This airport currently serves eighty percent of all passengers in the state of Louisiana, with 14 airlines to over 56 non-stop destinations.

STRATEGY

Support the launch of the facility with a balanced plan that layers brand activation, brand integration, market awareness and targeted marketing campaigns.

RESULTS

A clean design to incorporate the culture and history of New Orleans in its brand so that it creates an experience of the culture within itself.

Collateral Material

Outdoor Billboard

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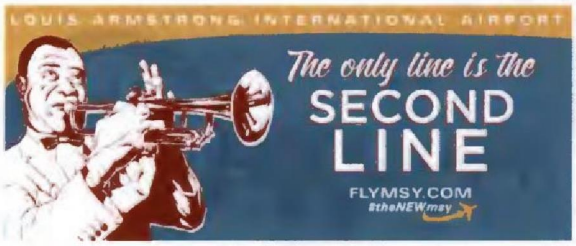
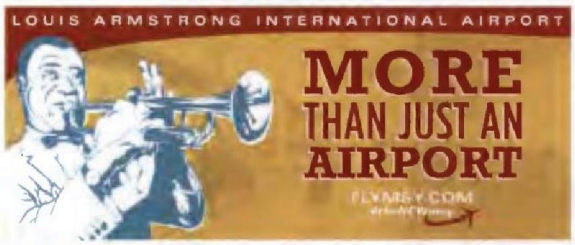
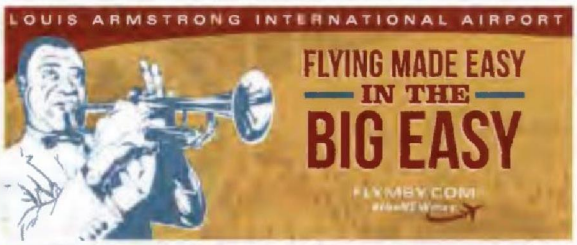
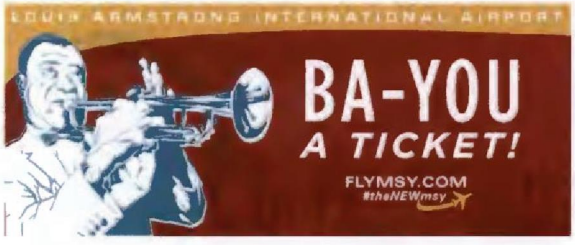
Proposed Outdoor Billboard









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PAST SUCCESS:
DOWNTOWN DEVELOPMENT DISTRICT OF NEW ORLEANS

Strategy + Illustration

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WORK EXAMPLES:
RAISING CANE'S RIVER CENTER

Strategy, Branding, Graphic Design, Media Planning, Media Buying, Commercial Production + Event Management

Outdoor Billboard

CIRQUE DU SOLEIL.

The Beach Boys

123 SESAME STREET LIVE

A VEE CORPORATION PRODUCTION

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CHALLENGE

For several years, our team has been working with the River Center in planning and coordinating the promotion and execution of a variety of events held in their venues. We work with the venue staff to ensure events are handled smoothly and offer a memorable time for all attendees.

EVENTS

Broadway Series, Monster Jam, Sesame Street, Cirque du Soleil, Shen Yun Performing Arts, Disney, Seinfield, Anjelah Johnson, R Kelly, K Michele, Scott Discik, K. Michelle, Future, Boosie, Maze featuring Frankie Beverly, Fantasia, Tyrese, ZZ Top, Kem, Tamar, Braxton, WWE, Led Zepplin, Lewis Black, James Taylor, Bring it! Live, The Beach Boys and more...

PROMOTERS

Live Nation, Feld Entertainment, 35 Concerts, AEG, Affiliate Nation, Atlas Fights, Baton Rouge Ballet Theater, Raising Cane's River Center (in-house events), Baton Rouge Symphony Orchestra (BRSO), Beaver Productions, Jam Theatricals, Jefferson Performing Arts Society, JS Touring New Era Consulting & Marketing Group, Good Life Productions, Southern USA Falun Dafa Association, TNA Entertainment, Upfront Inc., WWE, VStar Entertainment Group

Raising Cane's Chicken Fingers

RIVER CENTER
Baton Rouge

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PAST SUCCESS:
AETNA

Strategy, Concept Development, Media Planning, Media Buying, Marketing + Commercial Production

CHALLENGE

Aetna is one of the nation's leading diversified health care benefits companies, serving an estimated 44.6 million people with information and resources to help them make better-informed decisions about their health care. Octagon Media's challenge was to increase awareness of Aetna Better Health of Louisiana's commitment to the communities across the state. There were three main objectives to achieve through advertising and marketing:

- Build a closer relationship across the state.
- Bring awareness to the brand as another Medicaid option.
- Increase customer base by at least by 2.3%.

Print Ad

DISCOVERY

As a team, Octagon Media diligently brainstormed creative concepts that Louisiana residents could relate to. It was our duty to bring awareness to Aetna Better Health of Louisiana's readily available healthcare, while creating a campaign that combined positivity, authenticity, health and fun. The creative featured real Aetna healthcare and community members sharing real life experiences to drive home the message of authenticity and connection.

Social Media

Illustration

STRATEGY

After creating a solid campaign foundation, we then developed an analysis on how our target audience consumes media to create integrated marketing strategies that would reach them no matter their location. Octagon Media utilized the following mediums to achieve this campaigns goals:

- Television
- Radio
- Print
- Out of Home
- Outdoor
- Bus Shelter
- Bus Benches

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EXECUTION

- Content Strategy and Development
- Photography
- Copywriting
- Public Relations
- Media Planning
- Media Buying
- Commercial Production
- Graphic Design
- Promotional Items

Outdoor Billboard

Bus

Transit

RESULTS

Within the first three months, we exceeded our goal with a 70% increase in new member enrollment – over 3,000 times more than the client expected. This campaign resulted in Octagon Media winning the 2020 National Bronze Telly Award in the general commercial category.

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PAST SUCCESS: DEPARTMENT OF ENVIRONMENTAL QUALITY

Strategy, Graphic Design, Branding + Concept Development

CHALLENGE

First Lady Donna Edwards, the Louisiana Department of Environmental Quality and Keep Louisiana Beautiful sponsored a contest to find the state's new, official anti-litter slogan. They wanted to find a concept that produced "a very catchy, highly recognizable slogan that [would] also [be] effective at getting the anti-litter message across to the public." Requests were sent out to the "most creative minds" in the state to find a slogan that would reduce litter in Louisiana. Our goal for Louisiana's new anti-litter slogan was to create something not only fun and catchy but something representative of the passion and personality of the people of Louisiana. To accomplish that task, we put our resources together and created a slogan that achieved the State's goals and was ultimately chosen as the winner. In addition, we developed the idea for using #LoveTheBoot on social media as another way for the community to be actively involved in Louisiana's anti-litter movement.

TARGET AUDIENCE

LOUISIANANS

Our target audience was citizens of the state of Louisiana because littering is not a problem confined to a small, specific group of individuals. Louisianans from all backgrounds are guilty of littering, and in order to motivate people to work towards a cleaner state, we had to appeal to everyone with the potential to litter.

RESEARCH AND METHODOLOGY

STEP 1: RESEARCH

We spent a great deal of time researching anti-litter slogans from all around the world, including Louisiana's previous slogan "Don't Trash Louisiana."

Our greatest inspiration came from Texas's anti-litter slogan "Don't Mess with Texas." We were inspired to create something that could extend beyond an antilitter campaign.

STEP 2: DISCOVERY

Our team read over the brief provided to us by the State more times than we can count, and we compiled a list of key takeaways to keep at the top of our minds.

- Fun
- Entertaining
- Educational
- Catchy and quick to read
- Communicate Louisiana pride
- Promote anti-litter message
- Flexibility

STEP 3: STRATEGY

After conducting our research, we sat down at the white board and started developing potential ideas then reworking those ideas until we developed three slogans and five designs to submit to the State. Our finalized concept for anti-litter was "Love The Boot. Don't Pollute." Ultimately, we decided to create a slogan with a positive message to motivate citizens and rhyme to promote memorability. Submitting artwork was optional. So, once the State chose the new slogan, we worked with them to create a design that met their needs.

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PRELIMINARY ARTWORK

Don't Pollute The Boot

LOVE Louisiana

LOVE The Boot Don't Pollute

LOVE The Boot Don't Pollute
www.KeepLouisianaBeautiful.org

LOVE The Boot Don't Pollute
www.KeepLouisianaBeautiful.org

RESULTS

The "Love The Boot. Don't Pollute" slogan was printed on bumper stickers that were placed on all 12,000 state vehicles, state agencies, parishes and municipalities as well as environmental organizations received electronic versions of the slogan and incorporated it into their print and digital communications. One strong statewide anti-litter slogan with high visibility throughout the state helps raise awareness of the litter problem, which is the first step to cleaning up our beautiful state.

Keep LOUISIANA Beautiful
KEEP AMERICA BEAUTIFUL AFFILIATE

EXECUTION

- Collateral Material
- Competitive Analysis
- Creative Development
- Graphic Design
- Promotional Items
- Research
- Strategic Planning.

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PAST SUCCESS: SPECIAL OLYMPICS

Strategy, Graphic Design + Social Media

CLIENT

The mission of Special Olympics is to provide year-round sports training and athletic competition in a variety of Olympic-type sports for all children and adults with intellectual disabilities, giving them continuing opportunities to develop physical fitness, demonstrate courage, experience joy, and participate in a sharing of gifts, skills and friendship with their families, other Special Olympics athletes and the community.

Collateral Material

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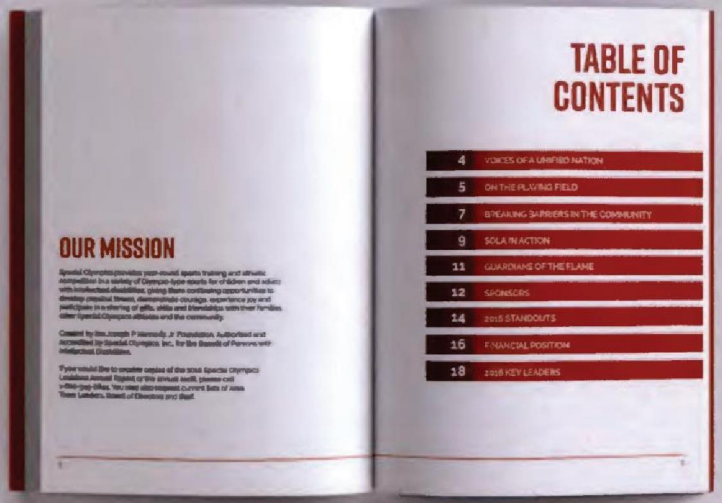

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5 ON THE PLAYING FIELD
7 BREAKING BARRIERS IN THE COMMUNITY
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16 FINANCIAL POSITION
18 2019 KEY LEADERS

OUR MISSION

A MESSAGE FROM OUR PRESIDENT & CEO

VOICES OF A UNIFIED GENERATION

ON THE PLAYING FIELD

SPORTS OFFERED

UNIFIED SPORTS

VOLUNTEERS

BREAKING BARRIERS IN THE COMMUNITY

OUR IMPACT IN 2019

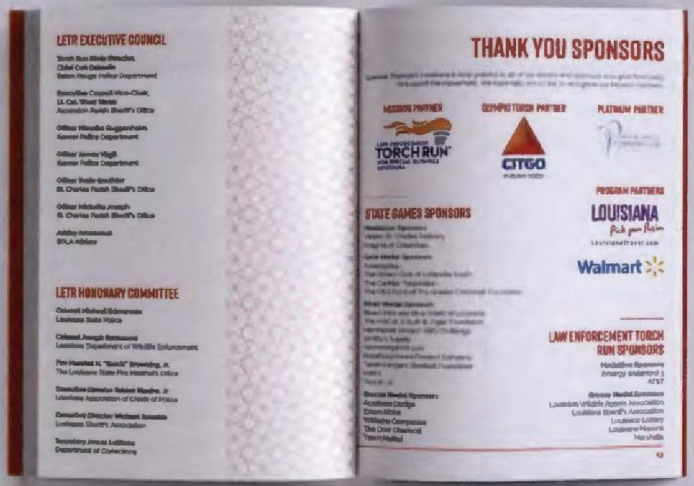
YOUNG ATHLETES

HEALTHY ATHLETES

SOLA IN ACTION

GUARDIANS OF THE FLAME

LAW ENFORCEMENT TORCH RUN FOR SPECIAL OLYMPICS BC



LETR EXECUTIVE COUNCIL

LETR HONORARY COMMITTEE

THANK YOU SPONSORS

MISSION PARTNER

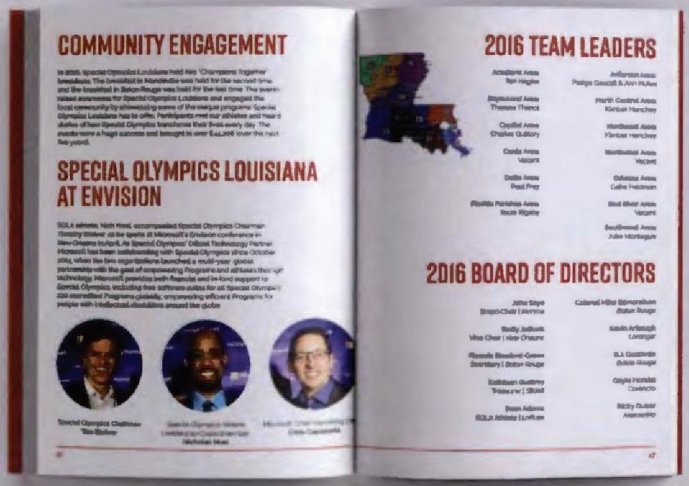
OLYMPIC TORCH PARTNER

PLATINUM PARTNER

STATE GAMES SPONSORS

PROGRAM PARTNERS

LAW ENFORCEMENT TORCH RUN SPONSORS

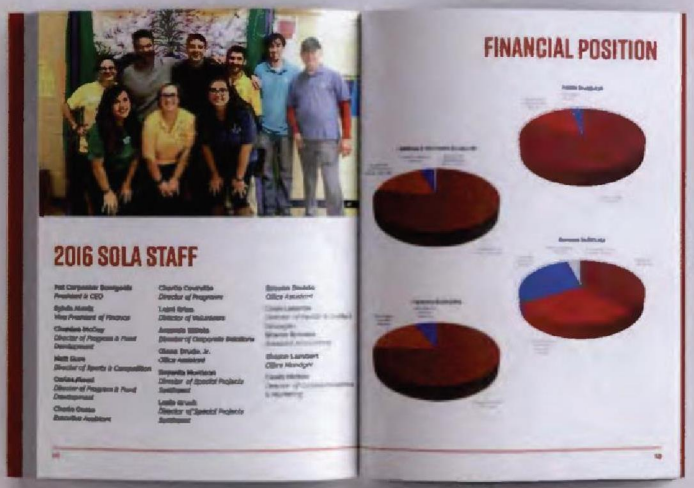


COMMUNITY ENGAGEMENT

SPECIAL OLYMPICS LOUISIANA AT ENVISION

2016 TEAM LEADERS

2016 BOARD OF DIRECTORS

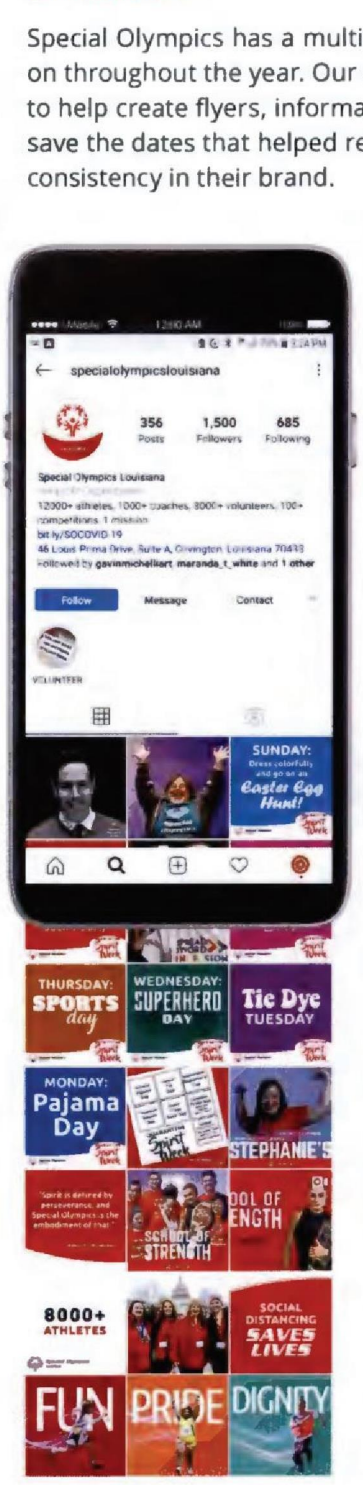


2016 SOLA STAFF

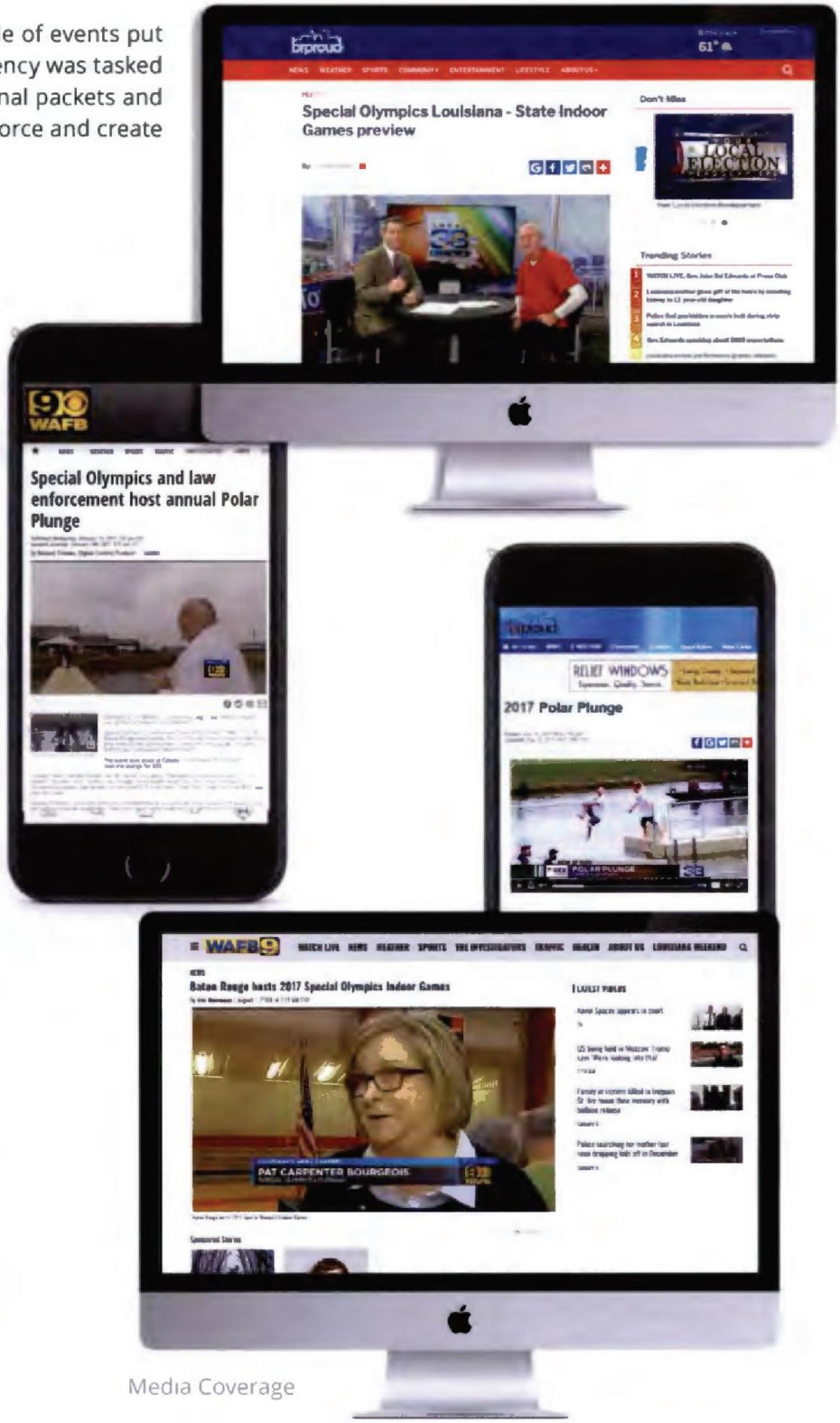
FINANCIAL POSITION

STRATEGY

Special Olympics has a multitude of events put on throughout the year. Our agency was tasked to help create flyers, informational packets and save the dates that helped reinforce and create consistency in their brand.



Social Media Management



Media Coverage

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PAST SUCCESS:
RIVER PARISH FOODS - VERON SMOKED SAUSAGE

Strategy, Research, Media Planning + Media Buying

CHALLENGE

Veron Smoked Sausage is a local sausage brand with rich Louisiana history and flavor. This campaign was created to address three main objectives:

- Increase brand awareness among target market
- Drive sales by reinforcing positive qualities of Veron Smoked Sausage
- Produce a creative message that will break through the cluttered market both in Cajun food products and in advertising due to political season.

TARGET AUDIENCE

We identified the primary target audience of men aged 25-64. They are primarily white, sports enthusiasts and are online an average of 10-19 hours per week. They usually attend most outdoor sporting events, with the exception of soccer. They are the males in this room. They are our friends. They will learn to buy Veron Smoked Sausage. They won't regret it.

APPROACH AND METHODOLOGY

RESEARCH AND DISCOVERY

All research shows results gathered at time of campaign creation. All specs listed are in descending order with best choice first. Using Scarborough and STRATA data, we formulated a profile of our target audience to give us a better understand of how, when and where to talk to them. Then, we used that research to develop creative and media strategies that catered to the target's profile.

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DEMOGRAPHICS

- Men
- Caucasian
- Homeowners
- One to two children under 18

  Primary
  - Ages 25-44
  - HH Income of $50k+

  Secondary
  - Ages 45-64
  - HH Income of $75k+

PSYCHOGRAPHICS

- Sports Fans - attend most outdoor sporting events, except soccer
- Grocery stores frequently shopped
- Hubben's, Alexander's, Reeves, Target, Calvin's, Ralph's Market, Fresh Market, Calandro's, Associated Grocers, Whole Foods

EXECUTION

- Digital Media
- Media Buying
- Media Planning
- Pay-Per-Click
- Search Engine Marketing
- Search Engine Optimization
- Strategic Planning

RESULTS

Units sold: 314,926.30
Increase year-Over-Year (YOY): 7.3%
16% of cash spending in added value, promotions, bonus weight

- **MARKET:** Baton Rouge
- **TARGET:** Men 25-54
- **PRODUCT:** Fall + Spring 2014
- **MEDIA MIX:** TV, Online, Public Relations
- **IMPRESSIONS:** 1,099,139.5
- **TRPs:** 889.8
- **REACH:** 90.5%
- **FREQUENCY:** 9.8

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THANK YOU!

info@octagonmedia8.com | www.octagonmedia8.com | (225)663-6878

OCTAGON MEDIA

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PROFESSIONAL SERVICE AGREEMENT

TOWN OF TROPHY CLUB

This is a Professional Services Agreement ("Agreement") effective and entered into this **25th day of January 2023** by and between **Town of Trophy Club** ("Client" or "Advertiser") and White Enterprises of Louisiana, LLC d/b/a Octagon Media ("Agency"). Octagon Media is an advertising agency and marketing firm located in East Baton Rouge Parish within the state of Louisiana. For mutual benefit, the Client desires to engage Agency to render; and Agency desires to render to Client, certain services as outlined in "Exhibit A" under Scope of Work ("Work"), all set forth herein.

NOW, THEREFORE, in consideration of the mutual agreement and covenant herein contained the parties hereto agree as follows:

1. TERM

This Agreement shall be for a term commencing on the date executed and will continue for a term of **24** months. Services such social media management, etc. will automatically renew annually at the expiration of its term, unless either party to this Agreement provides written notice of cancellation 60 days prior to the expiration of the term.

2. AGENCY OF RECORD

Client engages Agency to serve as its Agency of Record in the United States with respect as its liaison in promoting and marketing the Client of its services or products.

3. POWER OF ATTORNEY

By this Agreement, the Agency is vested with authority from Client to provide services and the like as outlined in "Exhibit A". Client hereby grants Agency limited Power of Attorney to contract and enter into agreements with media, vendors, third parties and subcontractors on Client's behalf.

4. PUBLIC NOTIFICATION OF AGENCY

The Agency is authorized to notify public of this Agreement and of the fact that Agency has been retained as its Agency of Record with permission to execute Work. Client agrees to instruct vendors and third parties to contact Agency directly for future correspondence as it pertains to Work. Client shall provide Agency with accurate information, access, necessary consent or notice needed to obtaining permission or information in order to complete Work.

5. CANCELLATIONS

Should Client unilaterally default this Agreement prior to the expiration of the term, without written consent from Agency, Client shall be responsible for all payments due throughout the end of the term. This Agreement is non-cancellable and non-refundable. If a media

_____ Client's Initials

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Baton Rouge, LA 70835
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www.octagonmedia8.com

placement cancellation is requested after authorized Work has been placed, Client will reimburse Agency for any unrecoverable charges or expenses. Additionally, any Client directed cancellation shall not result in a loss, reduction, or forfeiture of Agency's commission, which shall be considered fully earned by Agency.

6. DEFAULT

Client shall be considered in Default of this Agreement if: (1) Client fails to pay any outstanding invoice within 90 days of issuance, (2) Client fails to communicate with or participate with Agency in a meaningful way, such that Agency is effectively prevented from performing any item under Work found in "Exhibit A", (3) Client engages in or uses a third party in any unauthorized changes or alterations to Agency work during time of execution, or (4) Client engages in any activity that would reflect poorly on the reputation and good will of Agency.

If Client is in Default for items 1 or 2 stated in the paragraph above, the Default will be considered curable and Agency will provide Client with written notice of Default. If the Default is not cured within seven (7) days of written notice, Agency shall cancel the contract and Client shall remain responsible for all payments due to Agency throughout the remainder of the term and shall not be entitled to any credit, reimbursement, or forgiveness of amounts due for the remainder of the term. Items 3 and 4 stated in the paragraph above, are non-curable Defaults and immediately upon discovery of such Default, Agency shall cancel the contract and Client shall remain responsible for all payments due to Agency and shall not be entitled to any credit, reimbursement, or forgiveness of amounts due for the remainder of the term.

If in Default for any reason Agency will assess an interest rate of 20% on the outstanding balance.

Agency commission for media services are non-refundable and non-reimbursable. Should the development of a website and/or website content be included in "Exhibit A"; the Content Management System (CMS) and ongoing hosting services shall be procured solely through Agency. Agency uses a third-party vendor for hosting services. Website content cannot be transferred to any Content Management System or hosting service outside of Agency without the express written consent of Agency. Websites are non-cancellable, non-refundable and non-transferable. Client shall be responsible for any outstanding fees assessed by the third-party vendor due to cancellation and default. Services and Work will no longer be active and will be deactivated due to failure to pay or continue service within the terms of this Agreement.

7. RIGHTS UPON TERMINATION

At the conclusion of this Agreement, all materials are the intellectual property of Agency. An additional fee ("Buy-Out") will incur for the rights to own and have sole access to the handles, platform pages etc., referred to as a "Buy-Out". Agency shall make available to Client all requested property and material in Agency possession or subject to Agency control as it relates to "Exhibit A" once "Buy-Out" payment is received in full; subject to prior payments have been made in full and terms are adhered to in pursuant to this Agreement.

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www.octagonmedia.com

8. PAYMENT

Client shall provide Agency with a payment in the amount of $160,000.00 for the duration of the contract. Agency shall invoice the Client for Work under this Agreement monthly. Client agrees to compensate Agency within payment terms and shall be subject to a late fee of $75.00 per month for past due invoices. If any form of payment is returned by the bank for any reason, including but not limited to stop-payments or insufficient funds, the Client will be assessed a $50.00 fee. If Client fails to satisfy any outstanding balances, Client will be subject to the default provisions in Section 6 of this Agreement. Client shall provide Agency payment based on invoice in the form of ACH, cash, check, cashier's check or money order. Agency accepts credit card and debit payments which will incur a 3% merchant fee charge per transaction.

9. CONFIDENTIALITY

Both the Agency and Client acknowledge that it will have access to certain confidential information ("Confidential Information") of the other and related to the other's business, plans, practices, pricing structure and operations. All such information shall be confidential and will not be disclosed to any third-party. Agency agrees that all Confidential Information communicated to Agency with respect to services, including any Confidential Information gained by Agency or its representatives by reason of association with Client or its associates is confidential. Client shall make reasonable efforts to mark as confidential any materials to be protected pursuant to this Section. Agency agrees that it shall not disclose any Confidential Information to any other person unless specifically authorized in writing by Client to do so, except to the extent disclosure is required by subpoena or an order from a court of competent jurisdiction. Agency shall use its best efforts to prevent inadvertent disclosure of any Confidential Information to any third party. Client agrees that Agency may utilize the website, or any other products completed by Agency in Agency's promotional materials, case studies and marketing assets, including Agency's website.

10. SCOPE OF WORK

Work provided by Agency, payment schedule and terms of payment are included in "Exhibit A", which is attached hereto and incorporated herein. Any work requested by Client that is not included in the Scope of Work listed in "Exhibit A" shall be billed at the rate outlined in the RFQ page 75-77. Work outside of the Scope of Work shall be requested by Client in writing. Once receiving the request, Agency will confirm with client that the Work shall be billed at the rate specified herein.

A. Client shall reimburse Agency for any charges or expenses incurred as a result of changes or cancellations directed by Client. Any such cancellations or changes shall not result in loss, reduction or forfeiture of Agency's commission, which shall be considered fully earned by Agency.
B. All outside vendors and subcontractors necessary for the implementation and delivery of Work, or other needs associated with Work, shall be selected and hired by Agency.

_____ Client's Initials

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www.octagonmedia8.com

11. OWNERSHIP OF WORK

Any materials that are conceived, developed, written or contributed by Agency pursuant to this Agreement, either individually or in collaboration with others, shall constitute Works for hire. Any website content, including copy, video, photo, logo design, or brand assets provided by the Client shall be the sole property of Client. Client agrees that any website or landing page designed or developed by Agency or its partners may contain and display the legend or footer. The email addresses, domain names, URLs, artwork files, live files, imagery, passwords, stock images, video, font libraries, custom hand drawn fonts, commercial licensing, administrative rights, access, etc. chosen for Work is the sole property of Agency. At the conclusion of a "Buy-Out", Agency shall transfer, assign and make available to Client all property and materials in Agency's possession or subject to Agency's control so that they are the property of Client, subject to payments made in full and terms are adhered to in pursuant to this Agreement.

12. STANDARDS OF QUALITY

Client agrees that it shall not hold Agency, representatives or its agents liable for any incidental or consequential damages that arise from the failure to perform any aspect of Work, regardless of whether such failure was caused by intentional, negligent acts or omissions of Agency or a third party.

REVISIONS

Agency includes two (2) rounds of revisions for Client review prior to approval during each phase of Work as outlined in "Exhibit A" including plans, timelines, buys, insertion orders, graphic design, text, copy, content, layout, voiceover, talent, storyboards, photography edits, video edits, production edits, audio edits, etc. Further requested changes will incur additional hourly fees and cause possible delays to the project.

Upon receipt of edits creative and social media designs may take up to 72 hours for completion. Production such as video and audio may take up to 10 business days for completion, excluding holidays depending on the complexity of the request.

MODIFICATIONS

Modifications of the approved proposal must be written, except that the invoice may include, and the client shall pay fees or expenses that were orally authorized in order to progress promptly with the work. Client agrees that it shall not hold Octagon Media or its agents liable for any incidental or consequential damages that arise from the failure to perform any aspect of the project in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of Octagon Media or a third party. Client is fully responsible for acquiring and defending all intellectual property rights associated with all Works created by Octagon Media under this agreement. Client shall indemnify Octagon Media for all liability associated with the Works. Client shall assume responsibility for clearance and copyrighting of any and all verbiage and/or graphics or Works deemed as requiring protection under state and national trademark or patent laws.

_____ Client's Initials

4626 Sherwood Common Blvd Ste 202
Baton Rouge, LA 70816
Post Office Box 41172
Baton Rouge, LA 70835
o 225.663.6378 o 225.663.6158
info@octagonmedia8.com
www.octagonmedia8.com

LIVE FILES, IMAGERY AND FONTS
Client may provide high quality images and/or live files for their project and accept responsibility for all copyright regulations and restrictions. An additional fee ("Buy-Out") will incur for the rights to own and have sole access to the handles, platform pages etc., referred to as a "Buy-Out". Agency shall make available to Client all requested property and material in Agency possession or subject to Agency control as it relates to "Exhibit A" once "Buy-Out" payment is received in full; subject to prior payments have been made in full and terms are adhered to in pursuant to this Agreement.

MEDIA PLACEMENT
Agency is vested with authority from Client to purchase, on behalf of Client, certain media and outside services as described in the "Exhibit A", and to receive compensation as set forth herein.

ADDITONAL FEES
The client will be notified for any increases in fees or expenses that exceed this Agreement prior to billing.

13. NOTICES
Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery, certified mail, prepaid postage or recognized overnight delivery services to:

CLIENT	**AGENCY**
Town of Trophy Club	Octagon Media
1 Trophy Wood Drive,	P.O. Box 41172
Trophy Club, TX 76262	Baton Rouge, LA 70835

14. FINAL AGREEMENT
This Agreement terminates and supersedes all prior understandings or agreements and contains related subject matter between Client and Agency hereof. Amendments to this Agreement must be in writing and signed by authorized representatives of both Client and Agency.

15. NO GUARANTEE
Given the unpredictable economic environment, along with other factors outside of Agency's control, Client acknowledges that Agency has made no promise or guarantee regarding the specific results or response to Work or any aspect thereof.

16. FORCE MAJEURE
Except for the obligation for Client to make payments to Agency, neither party will be liable for any failure or delay in its Work performance under this Agreement due to any cause beyond its reasonable control, including, but not limited to, terrorist acts, cyber-attacks, internet disruptions, acts of war, acts of God, earthquake,hurricanes, fires, flood, embargo, riot, sabotage, labor shortage, dispute or governmental acts.

_____ Client's Initials

4626 Sherwood Common Blvd . Ste 202
Baton Rouge LA 70816
Post Office Box 41172
Baton Rouge, LA 70835
o 225 663 6378 o 225 663 6158
info@octagonmedia3.com
www. octagonmedia3.com

17. INDEMNIFICATION

A. Any contracts entered into by Agency on Client's behalf shall be Client's responsibility and
Client shall indemnify Agency for all liability, therefore.

B. Client will indemnify Agency against any loss Agency may incur as the result of any claims, suits or proceedings made or brought against Agency as a result of Work or for any advertising element (i.e., photographs, artwork, etc.) that is furnished by the Client and that allegedly violates the personal or property rights of any individual or organization.

C. Client shall indemnify Agency for all liability associated with Work. Client shall assumeresponsibility for clearance and copywriting of any and all verbiage or graphics or work deemed as requiring protection under state and national trademark or patent laws.

D. Agency shall not be held liable for failure of media, vendors or suppliers to meet their obligations.

E. Agency shall not be liable for delay, omission or error in any Work in the absence of gross negligence by Agency.

18. LEGAL

This Agreement shall be construed and enforced in accordance with the laws of the State of Louisiana. For purposes of this Agreement, its interpretation and any dispute arising hereunder, the parties' consent to the sole and exclusive jurisdiction and venue of the 19th Judicial District Court in and for the Parish of East Baton Rouge. Should Agency or Client employ an attorney or attorneys to enforce any of the terms and conditions of this Agreement, or to recover damages for the breach of the terms and conditions of this Agreement, the Prevailing Party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled. "Prevailing Party" within the meaning of this Agreement includes, without limitation, a party who agrees to dismiss an action or proceeding upon the other's payment of sums allegedly due or performance of covenants allegedly breached, or who obtains substantially the relief sought by it.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written. The representative signing below warrants that he/she is duly authorized to execute this Agreement on behalf of above-mentioned Client.

AGENCY:

Maranda White
Agency Representative's Signature

Maranda White
Agency Representative's Printed Name

2/6/2023
Date

Client's Initials
White Enterprises of Louisiana, LLC d/b/a Octagon Media 10/21

4636 Sherwood Common Blvd , Ste. 202
Baton Rouge, LA 70816
Post Office Box 41172
Baton Rouge, LA 70835
o 225.663.6878 | o 225.663.6158
info@octagonmedia8.com
www.octagonmedia8.com

CLIENT:

Client's Signature

Jill Lind
Client's Printed Name

02/03/23
Date

_____ Client's Initials

SERVICES

Year 1 = $96,000

$18,000 = Marketing and Advertising Planning

- Account Service
- Strategic Direction
- Creative Strategy/ Concept
- Asset Development
- Stewardship
- Media Plan
- Cooperative Plan
- Comprehensive Marketing Plan
- Audience Intelligence Mapping
- Travel/ Administration

$27,000 = Creative Services

- Strategy
- Research-based creative recommendations
- Creative campaign development
- Production of assets
- Project management for the production of creative concepts and delivery to media/ traffic
- Website assistance
- Basic SEO

$7,000 = Media Planning/ Purchase Coordination

- Strategy
- Research-based integrated marketing, media planning and media buying recommendations
- Evaluation of media opportunities
- Determine media mix
- Negotiation with media vendors
- Implementation and management
- Monthly reporting, analysis and optimization
- Monthly budget review
- Post-buy reporting and analysis
- Deliverables with proven results and ROI

$44,000 = Advertising

- Research- based media mix (OOH, social media, digital,
- Earned Media
- Organic and Paid Social Media
- Promotional and Strategic Partnerships

_____ Client's Initials

Year 2 = $64,000

$6,000 = Marketing and Advertising Planning

- Account Service
- Travel/ Administration

$9,000 = Creative Services

- Production of assets (resizing, if applicable)
- Project management for the production of creative concepts and delivery to media/ traffic
- Website assistance

$5,000 = Media Planning/ Purchase Coordination

- Strategy
- Research-based integrated marketing, media planning and media buying recommendations
- Evaluation of media opportunities
- Determine media mix
- Negotiation with media vendors
- Implementation and management
- Monthly reporting, analysis and optimization
- Monthly budget review
- Post-buy reporting and analysis
- Deliverables with proven results and ROI

$44,000 = Advertising

- Research- based media mix (OOH, social media, digital,
- Earned Media
- Organic and Paid Social Media
- Promotional and Strategic Partnerships

_____ Client's Initials

Town of Trophy Club
Town Council Regular Session Minutes
Tuesday, December 13, 2022; 7PM

The Trophy Club Town Council met in a Regular Meeting on Tuesday, December 13, 2022. The meeting was held at Town Hall, 1 Trophy Wood Drive in the Council Chambers.

TOWN COUNCIL MEMBERS PRESENT:

Alicia L. Fleury	Mayor
Greg Lamont	Mayor Pro Tem, Place 1
Dennis Sheridan	Council Member, Place 3
Karl Monger	Council Member, Place 4
LuAnne Oldham	Council Member, Place 5 (remote)
Steve Flynn	Council Member, Place 6

TOWN COUNCIL MEMBERS ABSENT:

Jeff Beach	Council Member, Place 2

STAFF PRESENT:

Wade Carroll	Town Manager
David Dodd	Town Attorney
Patrick Arata	Police Chief
Tony Jaramillo	Director of Parks and Recreation
Anita Otterson	Town Secretary
Matt Cox	Community Development Director
Jill Lind	Marketing and Communications Director
Denise Deprato	Human Resources Director
Ken Rawlinson	Fire Marshal

CALL TO ORDER AND ANNOUNCE A QUORUM
Mayor Fleury called the meeting to order at 7:00 PM and noted a quorum with six (6) Council Members present and one (1) absent.

INVOCATION led by Pastor Bill Eason, Fellowship United Methodist Church.

PLEDGES led by Mayor Pro Tem Lamont.

Pledge of Allegiance to the American Flag.

Pledge of Allegiance to the Texas Flag.

ANNOUNCEMENTS AND REPORTS

1. **Issuance of Proclamation 2022-26 proclaiming Wreaths Across America Day (Mayor Fleury).**

Mayor Fleury made a motion to accept the proclamation as read. The motion was seconded by Mayor Pro Tem Lamont. The motion passed unanimously 6-0.

2. **Business spotlight – Pet Bar, Steve Harvey (Mayor Fleury).**
3. **Citizens' Academy Graduation (P.Arata).**

PUBLIC COMMENTS

There was no one in attendance for Public Comments.

CONSENT AGENDA

4. **Consider and take appropriate action approving the contract renewal with Five Stone Creative for creative media management and video production services in the amount of $36,000 (J. Lind).**
5. **Consider and take appropriate action to approve the Regular Town Council Meeting Minutes of December 13, 2022 (A. Otterson).**
6. **Consider and take appropriate action to approve a purchase order to Delta Fire & Safety, Inc. for the purchase of (7) seven full sets of personal protective equipment (PPE) (J. Wise).**
7. **Consider and take appropriate action on approving a Requisition Request for Halff Associates, Inc. for Architectural Services in a not to exceed amount of $404,500 for the Community Pool and Splash Pad Renovation Project (T. Jaramillo).**
8. **Consider and take appropriate action regarding a Requisition request for Airbrush by Kolors in a not to exceed amount of $48,142.01 for refurbishing the existing splash pad features located at the Town's Community Pool facility (T. Jaramillo).**
9. **Approve the date for the Trophy Club Town Council retreat on January 21, 2023 and the 2023 Trophy Club Town Council Regular Meeting Calendar with meetings scheduled every 2nd and 4th Tuesday with exceptions denoted (A. Otterson).**

Mayor Pro Tem Lamont made a motion to approve Items 4 through 9 on the Consent Agenda. The motion was seconded by Council Member Monger. The motion passed unanimously 6-0.

INDIVIDUAL ITEMS

10. **Take appropriate action to approve the Final Plat for The Aspen Estates at Trophy Club (Formerly Gas Well Site 8H) containing 3.37 acres of land located east of Bobcat Boulevard, south of Trophy Club Drive, north of Strathfield Lane, and southwest of Mossman Lane (M. Cox).**

Mayor Pro Tem Lamont made a motion to approve the Final Plat for The Aspen Estates at Trophy Club (Formerly Gas Well Site 8H) containing 3.37 acres of land located east of Bobcat Boulevard, south of Trophy Club Drive, north of Strathfield Lane, and southwest of Mossman Lane. The motion was seconded by Council Member Sheridan. The motion passed unanimously 6-0.

11. **Take appropriate action to approve the Final Plat for The Falcon Estates at Trophy Club (Formerly The Hawthorn Estates at Trophy Club and Gas Well Site 7H) containing 3.692 acres of land located east of Mona Vale, south of Kent Street and west of Trophy Club Drive (M. Cox).**

Mayor Pro Tem Lamont made a motion to approve the Final Plat for The Falcon Estates at Trophy Club (Formerly The Hawthorn Estates at Trophy Club and Gas Well Site 7H) containing 3.692 acres of land located east of Mona Vale, south of Kent Street and west of Trophy Club Drive. The motion was seconded by Councilmember Flynn. The motion passed unanimously 6-0.

12. **Receive a presentation and provide direction to Town Staff regarding a proposed future capital improvement project related to the four (4) intersections in the BNHS corridor identified in a traffic study completed by TNP (W. Carroll).**

Council gave direction to Town Manager Carroll to proceed with the round-about option. Wait to see if we get the grant before moving forward. The first round-about would be placed at the Trophy Club Dr. and Bobcat Drive intersection.

13. **Consider and take appropriate action to "Visit Trophy Club" program (J. Lind).**

Mayor Pro Tem Lamont made a motion to approve the "Visit Trophy Club" program with amounts not to exceed $167,237.63 for the first year and $127,047.63 for the second year. The motion was seconded by Council Member Monger. The motion passed unanimously 6-0.

14. **Future Agenda Items List (W. Carroll).**

EXECUTIVE SESSION

15. **Pursuant to the following designated section of the Texas Government Code, Annotated, Chapter 551 (Texas Open Meetings Act), the Town Council will recess into executive session to discuss the following:**
    a. **Section 551.071 Attorney -Client Privilege – Deliberate a possible interlocal Agreement with multiple governmental entities to provide services to Trophy Club citizens.**
    b. **Section 551.087 Economic Development Negotiations regarding prospective commercial projects within the Town of Trophy Club.**
    c. **Section 551.074 Personnel Matters under subsection (1) to discuss or deliberate the appointment, evaluation, and duties of a public officer or employee:**
        1. **Discussion and possible action on interviews conducted for the Connectivity Ad Hoc Committee**
        2. **Discussion and possible action on the Municipal Court Judge**

Mayor Fleury announced that Council was going into executive session at 8:11 PM.

RECONVENE INTO REGULAR SESSION

Mayor Fleury announced Council was reconvening into Regular Session at 9:14 PM.

16. **Consider and take appropriate action regarding executive session items (Mayor Fleury).**

No action was taken on this item

17. **Consider and take appropriate action appointing a Municipal Court Judge (Mayor Fleury).**

Mayor Pro Tem Lamont made a motion to appoint Eric Ransleben to the Municipal Court with alternate judges Greg Bertrand, Alison J. Grant, Gilland Chenault and Warren Bradley. The motion was seconded by Council Member Monger. The motion passed unanimously 6-0.

18. **Consider and take appropriate action appointing a member to the Connectivity Ad Hoc Committee (Mayor Fleury).**

Mayor Pro Tem Lamont made a motion to appoint Amye Stacy to the Connectivity Ad Hoc Committee. The motion was seconded by Council Member Flynn. The motion passed unanimously 6-0.

ADJOURN

Mayor Fleury adjourned the meeting at 9:15 pm.

Attest:

Anita Otterson, Town Secretary

Alicia L. Fleury, Mayor

GREG LAMONT MPT

TOWN COUNCIL COMMUNICATION

REGULAR

MEETING DATE:	**October 9, 2023**
FROM:	**Ronnie Angel, Interim Director of Parks and Recreation**
AGENDA ITEM:	**Discuss and take action on the Trophy Club Community Pool Project, Phase II**

BACKGROUND/SUMMARY:
This item was originally presented to the Town Council on November 8, 2022, with the council voting unanimously to approve the project in two (2) phases. Phase one (1) replaced the pumps, fixed a leak in pool, updated the lockers and made improvements in the office/concession room areas. Phase two (2) will add slides and create a party room that can be used for rentals all year.

BOARD REVIEW/CITIZEN FEEDBACK:
Staff presented the capital improvement project to the Parks and Recreation Board on August 21, 2023; the Board approved the project to move forward as presented and provided direction for staff to take the project to the Town Council.

FISCAL IMPACT:
Funding for this project was allocated as part of the Certificates of Obligation, Series 2021 bonds issued to the Town. This project was presented to the council as part of the CIP plan presented at the July 26, 2022, council meeting.

LEGAL REVIEW:
N/A

ATTACHMENTS:
PowerPoint Presentation from Halff

ACTION/OPTIONS:
Move to approve / deny agenda item as presented

TOWN OF TROPHY CLUB

COMMUNITY POOL AND SPLASH PAD RENOVATION

HALFF

WHAT WE WOULD LIKE TO SHARE WITH YOU TODAY

A. SITE PLAN

B. BUDGET

C. PROPOSED IMPROVEMENTS

SITE PLAN

PHASE ONE

Concession / Restroom / Office Renovation
Upgrade / Replace Old Pool Equipment
New Equipment Enclosures

$1,195,590

PHASE TWO

New Slide Tower and Plunge Pool
New Party Room
Miscellaneous Site Improvements

$2,776,719

GRAND TOTAL $3,972,309

PARTY ROOM

SLIDE TOWER

QUESTIONS AND ANSWERS

TOWN COUNCIL COMMUNICATION

REGULAR

MEETING DATE: **October 9, 2023**

FROM: **Tammy Dixon, Town Secretary**

AGENDA ITEM: Discuss and consider approval of a resolution appointing members to the Animal Shelter Advisory Board; Building Standards Commission; Crime Control and Prevention District; Economic Development Corporation; Ethics Commission; Parks and Recreation Board; Planning and Zoning Commission; Tax Increment Reinvestment Zone No. 1; and Zoning Board of Adjustment. (Mayor Tiffany, Councilmemembers Oldham and Bauer)

BACKGROUND/SUMMARY:

The Town Council appointed Mayor Tiffany and Councilmembers Oldham and Bauer to the Town Council Appointments Committee (Committee) which was tasked with making recommendations to the full Council regarding appointments to all Boards, Commmissions, and Corporations.

A total of Fifty-two (52) applications were received including nineteen (19) current members and thirty-three new applicants.

The Committee conducted 45 in-person interviews between September 7 and September 22.

Following the interviews, the Committee worked diligently in compiling their recommendations to achieve the right balance of tenured and new volunteer members in establishing each Board, Commission, and Corporation going forward. Further, they recommended Chairs, where appropriate. They offer their recommendations to the best of their ability, and according to the intent of the Town Charter and applicable Resolution(s).

Other Comments:

- In accordance with policy, the Town Council may act to replace a current member who is serving on more than one Board, Commission or Corporation prior to the end of his or her term, provided there is an adequate number of qualified applicants. Michael Biggs and Terry Kesterson have both agreed to resign from

the Building Standards Commission to continue service on the Planning and Zoning Commission.

- The Economic Development Corporation requires one member to be a Town Council Member. The Appointments Committee did not recommend that member and this appointment will need to be discussed during the meeting.

FISCAL IMPACT: N/A

LEGAL REVIEW: Town Attorney, Dean Roggia, has reviewed the draft resolution as to form and legality.

ATTACHMENTS:

- Appointments Committee recommendations
- Draft Resolution

ACTION/OPTIONS:

Move to approve a resolution appointing members to the Animal Shelter Advisory Board; Building Standards Commission; Crime Control and Prevention District; Economic Development Corporation; Ethics Commission; Parks and Recreation Board; Planning and Zoning Commission; Tax Increment Reinvestment Zone No. 1; and Zoning Board of Adjustment.

Animal Shelter Advisory Board
5 Members, Council appoints Chair

All appointments will be for two years ending 9/30/25; or fill unexpired terms ending 9/30/24			
Position	**Current**	**Current Term Expires**	**Recommended**
Board Member 1 Animal Control Officer	Brian Hall	9/30/2024	
Board Member 2 Animal Welfare Rep	Susan Edstrom, Chair	9/30/2024	Susan Edstrom, ***as chair***
Board Member 3 Resident Category	Deanna Polner	9/30/2024	
Board Member 4 Municipal Official	Chuck Hall	9/30/2023	**Capt. Bobby Tillman**
Board Member 5 Veterinarian Category	Brooke Bemis	9/30/2023	**Brooke Bemis**
Board Member 6 Resident Category	Pamela Swan	9/30/2023	**London Wilson**

Applicants	Other Boards Applied to	Previous/Current Boards Served
Chuck Hall *		
Sophy Son		
Thomas Jones		
London Wilson		
Amy Mancuso		
*Reapplied		

Building Standards and Commission
7 members, Council appoints Chair

All appointments will be for two years ending 9/30/25; or fill unexpired terms ending 9/30/24			
Position	**Current**	**Current Term Expires**	**Recommendation**
Commissioner 1	Nick Sanders	9/30/2023	**Doug Harper, Chair**
Commissioner 2	Jonathan Poole	9/30/2023	**Jonathan Poole**
Commissioner 3	Robert Stevens, Chair	9/30/2023	**Reid Burley**
Commissioner 4	Michael Biggs**	9/30/2024	**James Calaway,** ***unexpired term***
Commissioner 5	Terry Kesterson**, Vice Chair	9/30/2024	**Garrett Wallace,** ***unexpired term***
Commissioner Alt 1	Steven Boedeker	9/30/2024	
Commissioner Alt 2	Stephen Bowman	9/30/2024	
Applicants	Other Boards Applied to		Previous/Current Boards
Nick Sanders*			
Jonathan Poole*			
Robert Stevens*			
Reginald Barbarin	Planning & Zonning		
*Reapplied			
**Resigned to remain on Planning and Zoning			

Crime Control and Prevention Board
7 members

All appointments will be for two years ending 9/30/25; or fill unexpired terms ending 9/30/24			
Position	**Current**	**Current Term Expires**	**Recommendation**
Board Member 1	Frederick Lohmann	9/30/2024	
Board Member 2	Christine Udvar-Hazy	9/30/2023	**Christine Udvar-Hazy**
Board Member 3	Christopher McAllister	9/30/2023	**Christopher McAllister**
Board Member 4	Joe Tellez	9/30/2023	**Royce Labor**
Board Member 5	Marc Bartels	9/30/2024	
Board Member 6	Leo Daniels, Chair	9/30/2023	**Leo Daniels**
Board Member 7	Heath Williams, Vice Chair	9/30/2024	

Applicants	Other Boards Applied to	Previous/Current Boards
Christine Udvar-Mazy*		
Christopher McAllister*		
Leo Daniels*		
Gene Popik		
Royce Labor		
Danny Mayer		current & previous Charter Rev.
*Reapplied		

Economic Development Corporation 4B
7 members

All appointments will be for two years ending 9/30/25; or fill unexpired terms ending 9/30/24			
Position	**Current**	**Current Term Expires**	**Recommeded**
Director 1	Andrew Borgan	9/30/2024	
Director 2	Michael Clarke	9/30/2023	**John Ryback**
Director 3	John Mann	9/30/2024	
Director 4	Teri Addington	9/30/2024	
Director 5	Joseph Longo	9/30/2023	**Joseph Longo**
Director 6	Scott Haro, Chair	9/30/2023	**Scott Hinshaw**
Director 7	Travis Inge	9/30/2023	**TBD - Councilmember**

Applicants	Other Boards Applied to	Previous/Current Boards
Michael Clarke		
Joseph Longo		
John Ryback	P&Z, TIRZ, ZBA	
Colin Willingham		
*Reapplied		

Ethics Review Commission
5 members and 2 alternate members

All appointments will be for two years ending 9/30/25; or fill unexpired terms ending 9/30/24			
Position	**Name**	**Current Term Expires**	**Recommended**
Commissioner 1	Kyle Black	9/30/2024	**Jennifer Olson**, ***unexpired term***
Commissioner 2	Lorrie Branson	9/30/2024	
Commissioner 3	Dana Kizer	9/30/2023	**Jennifer Graf**
Commissioner 4	Marc Carlozzi	9/30/2023	**Sean Nelson**
Commissioner 5	Jamers Isherwood	9/30/2023	**Mindi Bone**
Alternate		9/30/2023	**Amy Mancuso**
Alternate		9/30/2023	**Julie Edwards**
New Applicants	Other Boards Applied to		Previous/Current Boards
Jennifer Olson			
Jennifer Graf			
Sean Nelson			
Mindi Bone			Parks & Rec Board 2018-2021

Parks and Recreation Board
9 members, Council appoints Chair

All appointments will be for two years ending 9/30/25; or fill unexpired terms ending 9/30/24			
Position	**Current**	**Current Term Expires**	**Recommended**
Board Member 1	Patrick Schrein	9/30/2023	**Patrick Schrein**
Board Member 2	Wendie Bailey, Vice Chair	9/30/2023	**David Duree**
Board Member 3	Tracey Hunter, Sec	9/30/2023	**Jennifer Kashner**
Board Member 4	Vacant, unexpired term	9/30/2024	**Chuck Hall, unexpired term**
Board Member 5	Robert Ferguson	9/30/2024	
Board member 6	Stephanie Presley	9/30/2024	
Board Member 7	Dean Murray, Chair	9/30/2024	**Dean Murray, Chair**
Board Member 8	***New***	9/30/2025	**Jeffrey Eason**
Board Member 9	***New***	9/30/2025	**Dana Kizer**
Applicants	Other Boards Applied To		Previous/Current Boards
Patrick Schrein			
Wendie Bailey			
Jacqueline Ross			
Julie Edwards			
Melody Gary			
Thomas Mills			
Jenee Molacek			
David Durre			
Thomas Bath			
Richard Gregory			
Shannon Mann			
Jennifer Kashner			
Dana Kizer			current Ethics Review
Garrett Wallace			
Jeffrey Eason			
Lisa Finch			

*Reapplied

Planning and Zoning Commission
7 members, Council appoints Chair

All appointments will be for two years ending 9/30/25; or fill unexpired terms ending 9/30/24			
Position	**Current**	**Current Term Expires**	**Recommended**
Commissioner 1	Rhylan Rowe	9/30/2023	**Rhylan Rowe**
Commissioner 2	Paul Jablonski	9/30/2023	**Paul Jablonski**
Commissioner 3	Mike Branum, Vice Chair	9/30/2023	**Mike Branum, Vice Chair**
Commissioner 4	Jonathan Poole	9/30/2023	**Reginald Barbarin**
Commissioner 5	Robert Stevens	9/30/2024	
Commissioner 6	Terry Kesterson	9/30/2024	
Commissioner 7	Michael Biggs, Chair	9/30/2024	Michael Biggs, as Chair

Applicants	Other Boards Applied to	Previous/Current Boards
Rhylan Rowe		
Paul Jablonski		
Mike Branum		
Jonathan Poole		
John Ryback	EDC 4B, TIRZ, ZBA	
Scott Hinshaw	Charter Rev.	served on Ethics Review 2019-21
Aaron Ross		
Reginald Barbarin	Building Standards	
*Reapplied		

Tax Increment Reinvestment Zone No. 1
5 members, Council appoints Chair

All appointments will be for two years ending 9/30/25; or fill unexpired terms ending 9/30/24			
Position	**Name**	**Current Term Expires**	**Recommended**
Board Member 1	Scott Haro	9/30/2024	**Aaron Ross**
Board Member 2	Michael Clarke	9/30/2023	**Danny Mayer, Chair**
Board Member 3 (County Rep)	Rebecca Barksdale	9/30/2023	**Rececca Barksdale**
Board Member 4	Teri Addington	9/30/2024	**Richard Gregory, *unexpired term***
Board Member 5	Vacant, unexpired term	9/30/2024	**Lisa Finch**
Applicants	Other Boards Applied to		Previous/Current Boards
John Ryback	ZBA, P&Z, EDC 4B		

Zoning Board of Adjustment Council appoints Chair

5 members and 4 alternate members

All appointments will be for two years ending 9/30/25; or fill unexpired terms ending 9/30/24			
Position	**Current**	**Term Expires**	**Recommended**
Board Member 1	Doug Harper	9/30/2023	**Doug Harper**
Board Member 2	Steven Boedecker	9/30/2024	
Board Member 3	Stephen Bowman	9/30/2024	**Stephen Bowman, as Chair**
Board Member 4	Edgaar Jorge-Ortiz	9/30/2023	**Reid Burley**
Board Member 5	Nick Sanders, Chair	9/30/2023	**James Calaway**
Alternate 1	Mary Margaret Burnham	9/30/2023	**Tom Bath**
Alternate 2	James Calaway	9/30/2023	**Jonathan Poole**
Alternate 3		9/30/2024	**Garrett Wallace,** ***unexpired term***
Alternate 4		9/30/2024	**Nick Sanders,** ***unexpired term***

Applicants	Other Boards applied to	Previous/Current Boards
Doug Harper*		
Nick Sanders*		
James Calaway*		
John Ryback	P&Z, EDC 4B, TIRZ	
Reid Burley		
*Reapplied		

TOWN OF TROPHY CLUB, TEXAS
RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, PROVIDING FOR THE APPOINTMENT OF MEMBERS AND CHAIRPERSONS TO SERVE ON THE ANIMAL SHELTER ADVISORY BOARD; BUILDING STANDARDS COMMISSION; PARKS AND RECREATION BOARD; PLANNING AND ZONING COMMISSION; TAX INCREMENT REINVIESTMENT ZONE NO. 1 BOARD; AND ZONING BOARD OF ADJUSTMENT; PROVIDING FOR THE APPOINTMENT OF MEMBERS TO THE CRIME CONTROL AND PRVENTION DISTRICT; ECONOMIC DEVELOMENT CORPORATION; AND ETHICS COMMISSION; DESIGNATING TERMS OF SERVICE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Trophy Club, Texas, benefits by having its citizens involved in local government through service on Boards, Commissions, and Corporations; and

WHEREAS, the Trophy Club Town Council is responsible for making appointments to the Boards, Commissions, and Corporations serving the Town whose terms are expiring; and

WHEREAS, the Town Council is responsible for appointing a Chairperson to the Animal Adivosry Board, Building Standards Commission; Parks and Recreation Board; Planning and Zoning Commission; Tax Increment Reinvestment Zone No. 1 Board; and the Zoning Board of Adjustment; and

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS:

SECTION 1. The facts and recitals set forth in the preamble of this resolution are hereby found to be true and correct.

SECTION 2. That the Town Council of Trophy Club, Texas, hereby appoints the following individuals to service on the Animal Services Board with the respective chairperson as specified below:

Name, Place, Term Ending Date

SECTION 3. That the Town Council of Trophy Club, Texas, hereby authorizes and accepts the resignations of Michael Biggs and Terry Kesterson from the Building Standards Commission to continue service on the Planning and Zoning Commission.

SECTION 4. That the Town Council of Trophy Club, Texas, hereby appoints the following individuals to service on the Buildings Standard Commission with the respective chairperson as specified below:

Name, Place, Term Ending Date

SECTION 5. That the Town Council of Trophy Club, Texas, hereby appoints the following individuals to service on the Parks and Recreation Board with the respective chairperson as specified below:

Name, Place, Term Ending Date

SECTION 6. That the Town Council of Trophy Club, Texas, hereby appoints the following individuals to service on the Planning and Zoning Commission with the respective chairperson as specified below:

Name, Place, Term Ending Date

SECTION 7. That the Town Council of Trophy Club, Texas, hereby appoints the following individuals to service on the Tax Increment Investment Zone No. 1 Board with the respective chairperson as specified below:

Name, Place, Term Ending Date

SECTION 8. That the Town Council of Trophy Club, Texas, hereby appoints the following individuals to service on the Zoning Board of Adjustment with the respective chairperson as specified below:

Name, Place, Term Ending Date

SECTION 9. That the Town Council of Trophy Club, Texas, hereby appoints the following individuals to service on the Crime Control and Prevention District Board as specified below:

Name, Place, Term Ending Date

SECTION 10. That the Town Council of Trophy Club, Texas, hereby appoints the following individuals to service on the Economic Development Corporation Board as specified below:

Name, Place, Term Ending Date

SECTION 11. That the Town Council of Trophy Club, Texas, hereby appoints the following individuals to service on the Ethics Commission as specified below:

Name, Place, Term Ending Date

SECTION 12. That this resolution shall become effective from and after its date of passage.

PASSED AND APPROVED THIS THE 9th DAY OF OCTOBER 2023.

Jeannette Tiffany, Mayor

ATTEST:

Tammy Dixon, Town Secretary

APPROVED TO AS FORM:

Dean Roggia, Town Attorney

Future Agenda Items
August 28, 2023

Future Agenda Items have 3 Categories:

1	Council requested future agenda items that need to be addressed.
2	Researched agenda items that are scheduled to be reported to Council. (first 2-4 weeks)
3	Council requested items that need additional research and will be brought back for public discussion at a Council Meeting. For agenda items with significant research time Council will be updated.
	The Future Agenda Items list will be attached to the Council Meeting agenda to provide Council with a status on all items. During Council meetings, the future agenda items will be reviewed and removed if completed or added if new agenda items need to be addressed. Footnotes may be added.

	Future Agenda Item	Request Day	Who Requested	Date of Last Action
1	**Develop a Strategic Plan for the Town addressing future goals with budgetary needs for each department.**			
	The strategic plan will be addressed at a future workshop.	8.27.19	CM Geraci Mayor Sanders	6.27.23
2	**Hogans Glen drainage.**			
	The Town Council decided on the Hogan's Glen drainage matter during the June 13th Council meeting by approving $150,000 from the stormwater drainage funds to the HOA to mitigate the stormwater siltation. On August 28, 2023, the Council directed the Town Attorney to create an easement agreement with the HOA. Once the agreement is finalized, it will be brought back to Council.	8.23.22	CM Monger	8.28.23
3	**Improvements at the existing Trophy Lake/Club Drive roundabout crosswalks.**			
	The Town has received the original signage plan for the round-a-bout at Trophy Club Dr. and Trophy Lake. During the June 27th Council meeting, Councilmember Beach directed Director of Community Development Matt Cox to complete additional research on alternative options. Will be discussed in the November workshop.	8.9.22 1.10.23	CM Beach CM Beach	6.27.23 Added twice
4	**Short-Term rentals.**			
	Councilmember Sheridan would like to review short-term rentals before they become an issue within the Town. During the June 27th Council meeting, Town Attorney David Dodd presented a short-term rental process. Councilmember Bauer would like additional definitions of the word "owner" to be defined in the registration ordinance. The Town has passed this topic to our new Legal Counsel to review and re-visit at a future Council meeting.	6.13.23	CM Sheridan	6.27.23
5	**Town staff to provide a plan of action for trash baskets in Town-Owned inlets.**			
	Councilmember Sheridan would like staff to prepare a plan of action to install trash collector baskets in storm drain inlets in the Town with a not to exceed amount of $75,000. Also, provide a plan to have PD30 put in trash collector baskets when phase 3 begins. Interim Town Manager Arata discussed the item with the Finance subcommittee on June 27th.	6.13.23	CM Sheridan	6.27.23

	Future Agenda Item	Request Day	Who Requested	Date of Last Action
6	**Trophy Club community pool.**			
	Councilmember Bauer would like to re-visit Phase 2 of the Trophy Club Community Pool. The request includes looking at the whole project, including slides, finances, and Parks Board recommendations. TnP and the Town attorney are working on agreements for Phase II. Halff will be at the October Council meeting to discuss the pool project.	7.25.23	CM Bauer	7.25.23
7	**Trophy Club park revenues.**			
	Councilmember Bauer would like to explore current and new options for revenue at Trophy Club Park. Mayor Tiffany suggested this be a conversation for Park Board.	7.25.23	CM Bauer	7.25.23
8	**Legal description guidelines.**			
	Councilmember Oldham would like our Community Development Standards to incorporate legal description guidelines in the review process for the preparation of all real property descriptions, either for or on behalf of the Town of Trophy Club, Texas.	8.14.23	CM Oldham	8.14.23
9	**Comprehensive land plan.**			
	Mayor Tiffany would like to fully update and revise the 1997 comprehensive land plan, which will include a park master plan. Starting October 1st, we will initiate the development of an RFP to solicit bids from companies for the plan's development.	8.14.23	Mayor Tiffany	8.14.23
10	**Bobcat roundabouts.**			
	On August 25, 2020, Mayor Pro Tem Philip Shoffner added the Traffic Mitigation future agenda item. This item was removed from future agenda items on January 10, 2023. On August 18, 2023, Interim Town Manager Patrick Arata added the roundabouts back to the future agenda item. A workshop for the roundabouts will be November 13, 2023. [1]	8.18.23 8.25.20	Interim TM Arata CM Shoffner	8.18.23 1.10.23
	[1] Councilmember Sheridan added a workshop to be scheduled in November after sufficient data has accumulated to discuss and learn about the best solution for traffic control by the High School.	8.28.23	CM Sheridan	8.28.23
11	**MUD feasibility report.**			
	On September 11, 2023, Councilmember Flynn asked to review the full MUD feasibility report from NewGen at the second Council meeting in October.	9.11.23	CM Flynn	9.11.23