



TOWN OF TROPHY CLUB

1 Trophy Wood Drive
Trophy Club, Texas 76262

MEETING AGENDA

TOWN COUNCIL

May 13, 2024

5:30 PM

Council Chambers

CALL WORK SESSION TO ORDER AND ANNOUNCE A QUORUM

WORK SESSION ITEM

1. Update on the Explore Trophy Club initiative to promote Trophy Club businesses. (Jill Lind, Director of Communications & Marketing)

ADJOURN WORK SESSION

CALL SPECIAL MEETING TO ORDER (immediately following Work Session or 6:00 p.m., whichever is later)

CANVASS OF MAY 4, 2024, GENERAL ELECTION

2. Consider an ordinance canvassing the returns and declaring the results of a General Election held May 4, 2024, for the purpose of electing Council Member Places 3 and 4 and providing an effective date. (Tammy Dixon, Town Secretary)
3. Issue Certificates of Election and administer Oaths of Office to re-elected Council Member Place 3 Dennis Sheridan and newly elected Council Member Place 4 Rhyllan Rowe. (Mayor Tiffany)

RECOGNITION OF AND REMARKS FROM OUTGOING COUNCIL MEMBER KARL MONGER

REMARKS FROM RE-ELECTED/NEWLY ELECTED COUNCIL MEMBERS

ADJOURN SPECIAL MEETING

CALL REGULAR MEETING TO ORDER (7:00 p.m.)

INVOCATION led by Pastor Joel Quilé, Bara Church

PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG AND 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

4. Recognition of retirement for Trophy Club Police Department's K-9 Officer Indy. (Patrick Arata, Police Chief)
5. Working for You... Trophy Club
 - a) Update from Town Council Members
 - b) Update from Town Manager (Brandon Wright, Town Manager)
 - c) Quick Civic Tip (Dean Roggia, Town Attorney)

CONSENT AGENDA

6. Consider approval of the April 22, 2024, Town Council work session and regular meeting minutes. (Tammy Dixon, Town Secretary)
7. Consider approval of the April 26, 2024, Town Council special meeting minutes. (Tammy Dixon, Town Secretary)
8. Consider authorizing the Town Manager to negotiate and execute an agreement with GovernmentJobs.com, Inc. for a three-year contract amount of \$29,017.08 (d/b/a NEOGOV) for an applicant tracking system. (Denise Deprato, Director of Human Resources)

PUBLIC HEARINGS

9. Conduct a public hearing and consider an ordinance amending the Town's Code of Ordinances, Section 1.08.001, Youth Programs Standards of Care, of Division 1, Generally of Article 1.08, Parks and Recreation, of Chapter 1, General Provisions updating the Standards of Care for Youth Recreation Programs. (Chase Ellis, Director or Parks and Recreation)

INDIVIDUAL ITEMS

10. Consider the selection of a Mayor Pro Tem. (Brandon Wright, Town Manager)

EXECUTIVE SESSION

Pursuant to the following designated sections 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 Consultation with Town Attorney to seek legal advice regarding the Trophy Table Economic Development Agreement.

RECONVENE INTO REGULAR SESSION

ADJOURN

The Town Council may convene into executive session to discuss posted items as allowed by Texas Government Code Sections 551.071 through 551.076 and Section 551.087.

CERTIFICATION

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Trophy Club, Texas, in a place convenient and readily accessible to the general public at all times on the following date and time: May 10, 2024 at 9:00 a.m., and said Notice of Meeting was also posted concurrently on the Town's website in accordance with Texas Government Code Ch. 551 at least 72 hours prior to the scheduled time of said meeting.

Tammy Dixon, 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 6822372900, 48 hours in advance, and reasonable accommodations will be made to assist you.



TOWN COUNCIL COMMUNICATION

MEETING DATE: May 13, 2024

FROM: Jill Lind, Director of Communications and Marketing

AGENDA ITEM: Update on the Explore Trophy Club initiative to promote Trophy Club businesses. (Jill Lind, Director of Communications & Marketing)

BACKGROUND/SUMMARY: On December 13, 2022, the Trophy Club Town Council embarked on a strategic initiative to enhance the Town's appeal as a destination through the "Visit Trophy Club" program. This initiative represents a focused effort to leverage marketing resources to promote the Town's distinctive offerings in hospitality, recreation, and community attractions.

Program Objectives and Strategy:

The primary goal of the "Visit Trophy Club" program is to boost local economic growth by attracting visitors and promoting overnight stays, in alignment with Texas Tax Code Chapter 351, Section 351.101. The funding for these marketing efforts is derived from the Town's hotel occupancy tax, ensuring that the initiatives directly support tourism and community economic development.

The Explore Trophy Club initiative included the following key developments and achievements:

- **Branding Initiative:** The "Explore Experience" branding initiative was launched to position Trophy Club as an attractive destination. The initiative includes creative digital advertising efforts, and strategic ad buys designed to capture the interest of potential visitors and convert them into current tourists.
- **Enhanced Digital Presence:** The Town has upgraded its website to improve the user experience for residents and visitors. New features include a portal page and an enhanced visitor page, facilitating easier access to information about local businesses and amenities. Additionally, the creation of two new social media channels specifically aimed at providing visitor-related content and experiences has significantly expanded the Town's digital footprint. These platforms serve as interactive hubs where potential visitors can engage with dynamic content showcasing the Town's attractions, events, and unique cultural experiences.
- **Targeted Digital Marketing Campaign:** In collaboration with Octagon Media, a digital marketing campaign was developed targeting potential visitors from the Dallas-Fort Worth area and beyond. The campaign focuses on guiding potential tourists to the Trophy Club website, where they can discover local experiences.
- **Stakeholder Communication:** An ongoing dialogue with business stakeholders has been established to ensure their events and relevant information are included in the monthly

marketing plan. This collaborative approach helps tailor the Town's promotional efforts to feature a wide range of activities and attractions that appeal to visitors. Additionally, during Octagon Media's visit on May 13 and 14, the team will continue these outreach efforts. Octagon Media will host a business meeting at Town Hall and individual site visits to further foster effective communication and ensure alignment of marketing strategies with local business partner's needs.

- **Impact and Future Directions:** These strategic efforts are positioning Trophy Club more prominently as a tourist destination. Early indicators suggest increased website traffic and engagement with digital ads, pointing to a growing interest in the Town as a place to visit and explore. Moving forward, staff will seek approval to continue refining these strategies in partnership with Octagon Media, using data-driven insights to enhance the effectiveness of marketing efforts and further increase economic benefits for the community.

The "Visit Trophy Club" program is a dynamic response to the need for strategic community marketing. It reflects the Town Council's commitment to attract visitors and support local businesses while enhancing the overall economic landscape of Trophy Club. The ongoing success of this initiative will require continual assessment and adaptation to meet the evolving needs of the Town, Trophy Club businesses, and visitors.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: The financial commitments for the "Explore Trophy Club" program, specifically the contract with Octagon Media, are structured to ensure strategic allocation of resources. The contract spans a 24-month period starting February 3, 2023, through February 3, 2025. As of April 2024, 75% of the total contract amount of \$160,000 has been obligated. The remaining 25% will be focused on advertising through digital media, social media management, media buying, and purchase coordination.

Funding for this initiative comes from the Hotel Occupancy Tax (HOT), which the Town of Trophy Club levies at a rate of seven percent (7%) on the cost of occupancy for any sleeping room furnished by hotels within the town. This tax is applicable only to stays shorter than 30 days, as longer stays are exempt.

For FY 2023, the HOT revenue was \$822,484, with \$600,000 budgeted for fiscal year 2024. These funds are earmarked specifically to support expenses that directly enhance and promote tourism, as well as the convention and hotel industry in Trophy Club. This strategic use of HOT revenues ensures that investments in marketing and promotional activities are both sustainable and aligned with the town's economic objectives to boost tourism and related business activities.

LEGAL REVIEW: N/A

ATTACHMENTS:

1. 2024.05.13 - Town Council Work Session - As Submitted

ACTIONS/OPTIONS:

This workshop agenda item is being presented for informational and discuss purposes only. No action will be taken by the Town Council during the workshop.



Explore Trophy Club Update

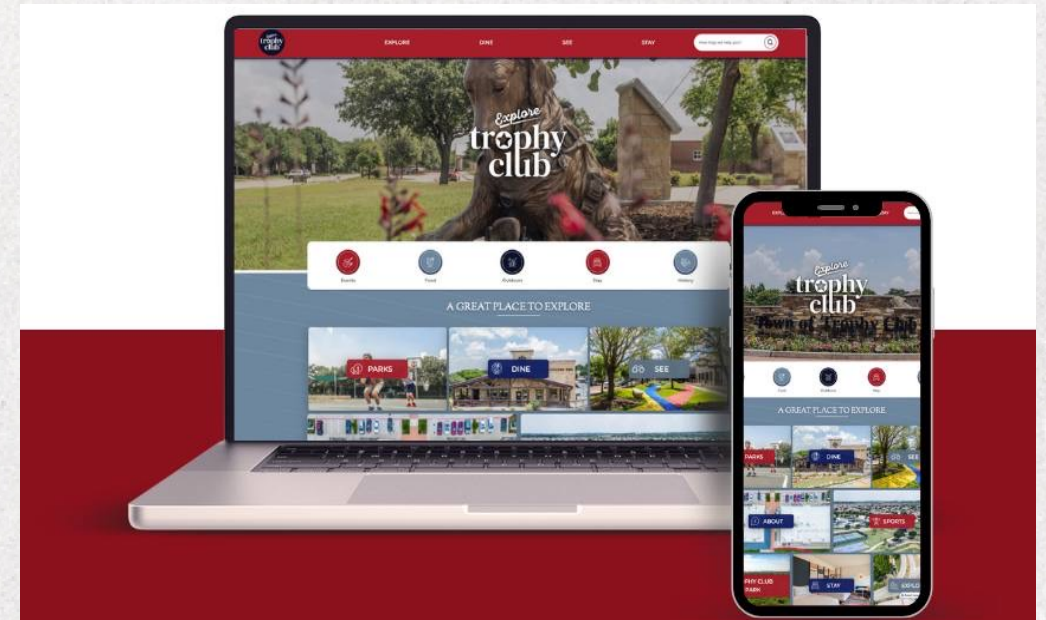
Update on the “Visit Trophy Club” initiative.

Explore Trophy Club Update

Internal Phase (preparing the assets)



External Phase (sharing the story)



Explore Trophy Club – Research, Design, Construct

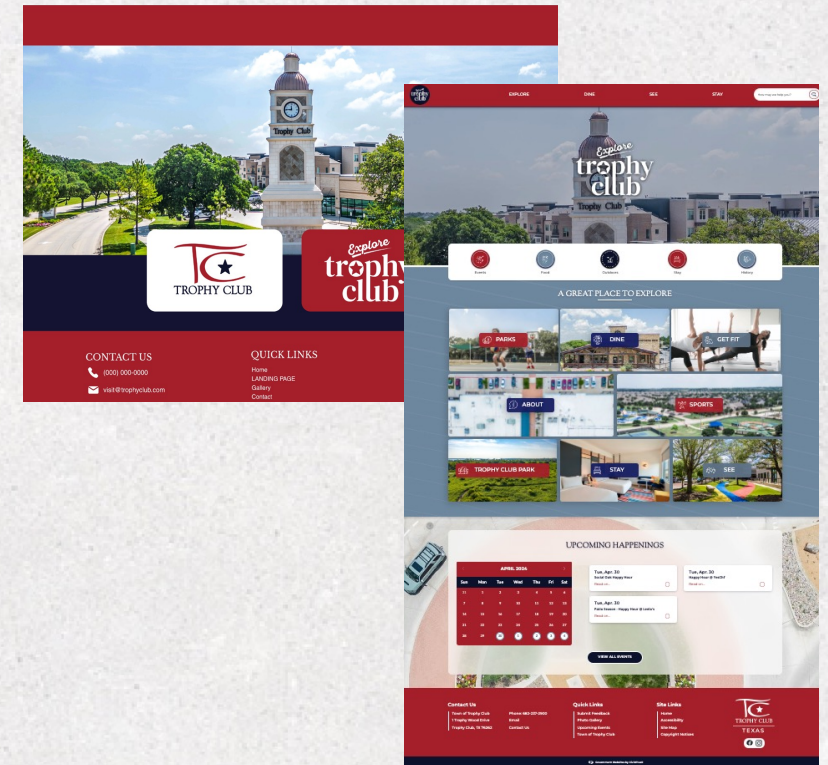
Research/Discovery



Design

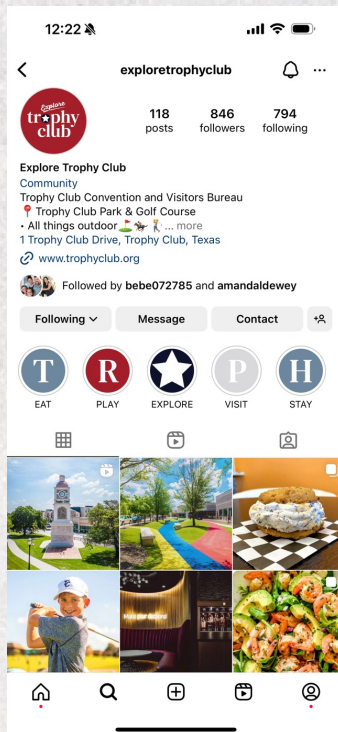


Digital Construction

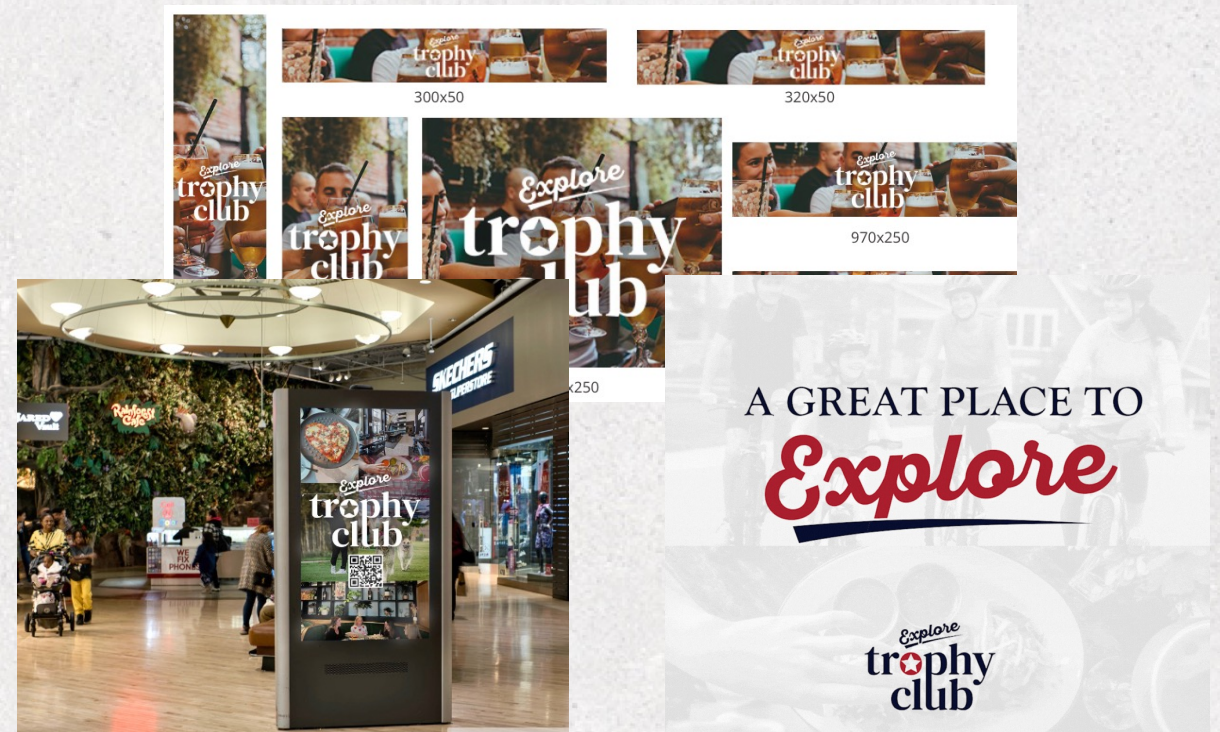


Explore Trophy Club – Outreach and Engage

Social Media Channels



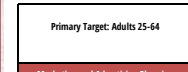
Digital Advertising



Where We Are Now

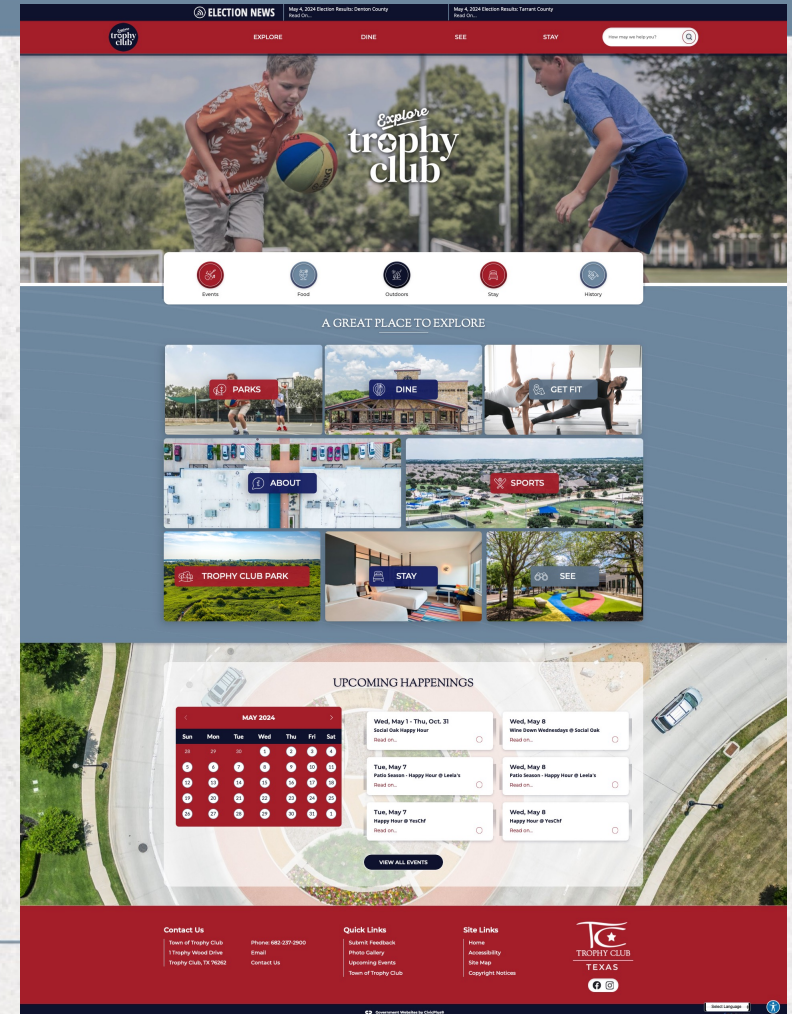
2023-2024 Marketing Plan - Actual

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Where We Are Now - Strengths

- Digital campaign adjusted in 2024 to focus on two tactics:
 - (1) Increasing followers and engagement
 - (2) Driving traffic to www.trophyclub.org/704/Visit
- Digital out-of-home advertising (DOOH) expanded to include ads in airports, interstates, and mall kiosks.
- An upward trend in organic social media engagement was observed.
- The campaign contributed to building awareness.
- Successful in driving traffic to the website.
- Significant increase in the number of followers.



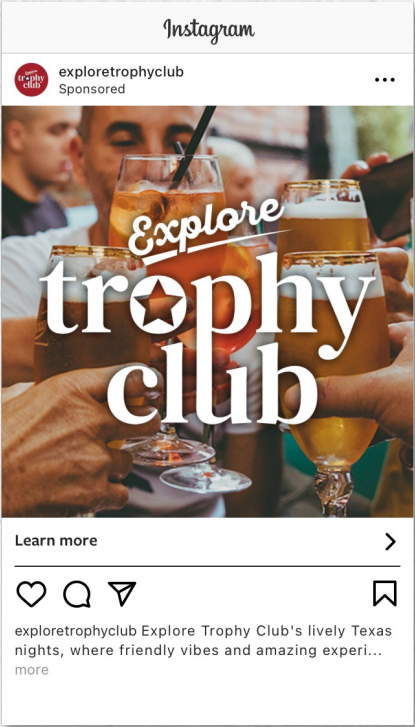
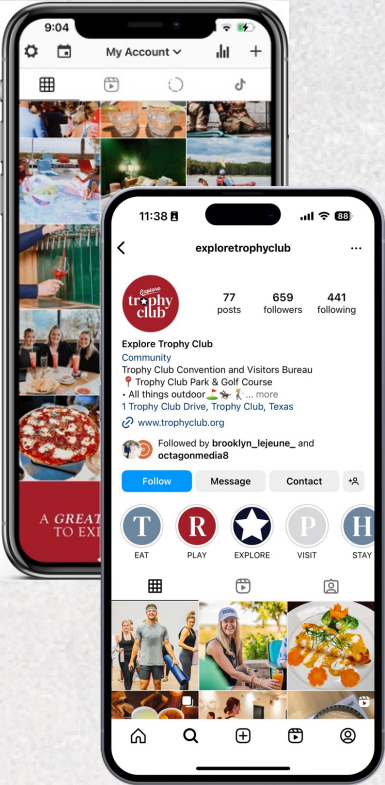
Definitions

- **Impression:** A record of when a user views an advertisement.
- **Clickthrough Rate (CTR):** The ratio of clicks an ad receives to the number of times it is shown.
- **Clicks:** Instances when someone interacts with an ad by clicking on it.
- **Conversion Rate:** The percentage of users who complete a desired action.
- **Session:** A session refers to a single visit to a website, starting when a user enters the site and ending when they leave or after a period of inactivity.

Definitions

- **View:** The view metric represents the number of times a particular page on a website is loaded or viewed by visitors.
- **Engagement Rate:** The engagement rate is the percentage of website visitors who interact with a specific piece of content, such as clicking a link or watching a video, out of the total number of visitors to that page.
- **Event Count:** Event count shows the total number of times each event, such as clicks on links or buttons, form submissions, or video plays, was triggered during a specified time period.
- **Reach:** total number of unique users who have been exposed to a particular piece of content, advertisement, or campaign within a specified time frame.

Social Media



Facebook Analytics

January 2024 – April 2024

- 717, 554 Impressions
- 10,945 Clicks
- 1.53% Click Through Rate
- 2,113 Actions

Performance by Creative

- Best Performing Creative was **Dine** – delivered 422,818 impressions, 6,231 clicks and 1,623 conversions
- **Stay** generated the most engagement with a 2.78% CTR

Facebook Analytics

October – December 2023



Impressions 627,989

Paid

July 2023 – March 2024



Follows 627

Visits 6k

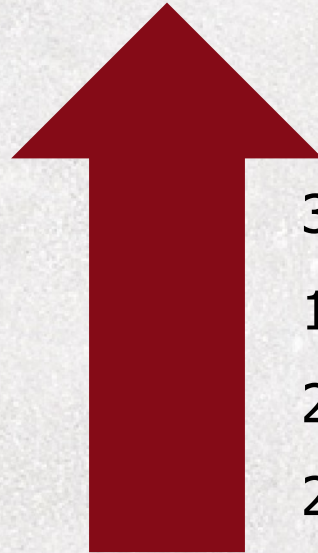
Reach 353.5k

Organic

Facebook Analytics - Paid

Facebook

July 2023 - March 2024



390,182 Impressions

10,240 Clicks

2.62% CTR

2,009 Conversions

Facebook Analytics - Paid



Dine: 214,890



Stay: 55,336



See: 55,387

Top Facebook Posts

#1



Explore Trophy Club

February 29 · 🌐

Unleashing the beast on four wheels! 🐾🚗

·
·

#Visit #Explore #VisitTrophyClub #ExploreTrophyClub #DFW #Texas
#CarLoversDream #SnakeOnWheels #ViperVibes #FastAndFurious

#2



Explore Trophy Club

March 11 · 🌐

🍷 Meat U Anywhere BBQ & Catering - Trophy Club has you covered for Lent

·
·

#Visit #Explore #TrophyClub #VisitTrophyClub #ExploreTrophyClub
#DFW #Texas #FoodieFaves #FriedFish

#3



Explore
trophy
club

Instagram Analytics

July 2023 – March 2024

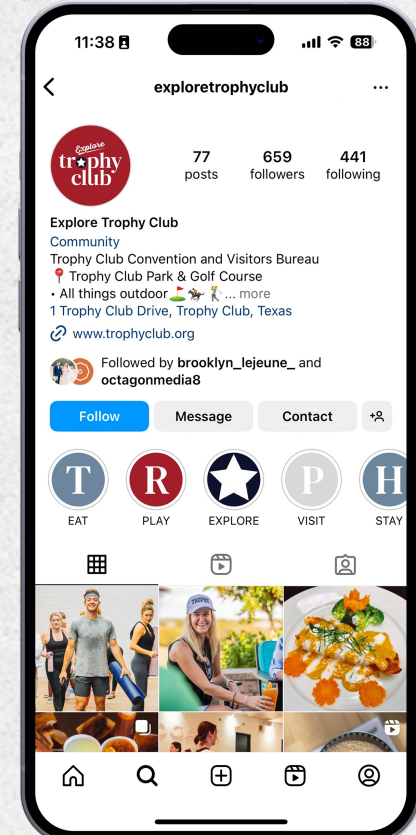


Follows 931

Visits 2.4k

Reach 34.7k

Organic



Top Instagram Posts

#1



 exploretrophyclub ...

 exploretrophyclub 🐟 No reason Lent can't be delicious @meatuanywherebbq .
.
.
.
#Visit #Explore #TrophyClub #VisitTrophyClub
#ExploreTrophyClub #DFW #Texas #FoodieFaves #FriedFish
8w

#2



 exploretrophyclub ...

 exploretrophyclub Unleashing the beast on four wheels! 🐉🔥 @northtexasvoa @hgsplyco
.
.
.
#Visit #Explore #VisitTrophyClub #ExploreTrophyClub #DFW
#Texas #CarLoversDream #SnakeOnWheels #ViperVibes
#FastAndFurious
9w

#3



 exploretrophyclub ...

 exploretrophyclub Little golfer, big swing! 🏌️😄
.
.
.
#Visit #Explore #VisitTrophyClub #ExploreTrophyClub #Texas
#DFW #TrophyClub #JuniorGolfer #GolfSmiles #YoungGolfer
#GolfingJoy
2w

Digital Advertising



160x600



300x50



320x50



300x600



300x250



970x250



728x90

Digital Advertising



160x600



300x50



320x50



300x600



300x250

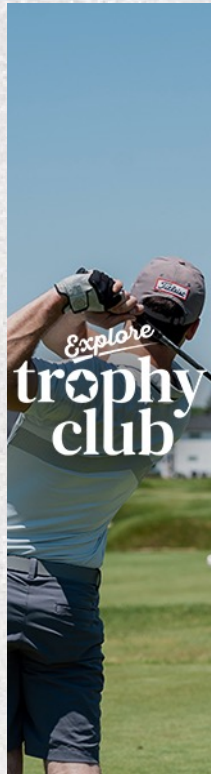


970x250



728x90

Digital Advertising



160x600



300x50



320x50



300x600



300x250



970x250



728x90

Digital Advertising



160x600



300x50



320x50



300x600



300x250



970x250



728x90

Digital Marketing Analytics

January 2024 – April 2024

- 720,747 Impressions
- 527 Clicks
- 0.07% Click Through Rate
- 4,500+ website actions associated with the campaign
- 73 Conversions
 - 48 Email Conversions
 - 14 Phone Conversions

Performance by Month:

- Despite starting very late in January, the campaign delivered 67 clicks and an impression click-through rate of 0.44%.

Digital Marketing Analytics

Display Ads

January 2024 - March 2024



466,736 Impressions

356 Clicks

0.08% CTR

33 Conversions

Digital Out-of-Home Advertising



Digital Out-of-Home Advertising



Digital Out-of-Home Analytics

January 2024 – April 2024

- 83,665 Total Impressions
- We served the most impressions in February (34,411)
- Top Venues:
 - Airports – 41,390 impressions
 - QSR – 17,664 impressions
 - Taxi and rideshare TVs – 7,024 impressions

Google Analytics

Website Traffic

January 2024 - March 2024



4,215 Sessions

8,551 Views

47.73% Engagement Rate

22,280 Event Count

Campaign Performance

- Since the launch, traffic has been successfully driven to the landing page through a strategic blend of Display, Social, and DOOH tactics.
- The View-Through Rate (VTR) for Display has outperformed the CTR, indicating successful delivery of creative content to the intended audience and establishing Visit Trophy Club as a top-of-mind destination.
- Impressive results, with almost 3,000 actions/conversions.
- Surpassed industry benchmarks with current KPIs.
- Among Display creatives, the “dine” ad received the highest number of clicks, while the “stay” ad resulted in the most actions taken, showcasing effective engagement strategies.

Campaign Performance

- Most who see the ad click on the “calendar of events” page.
- A significant portion of the audience engages by viewing the ad without clicking, then later searching for Visit Trophy Club, indicating strong brand recall and interest sparked by the campaign.
- Since its inception, Instagram has 931 followers and Facebook has 627 friends.



[social media](#) | [email](#) | [website](#)



TOWN COUNCIL COMMUNICATION

MEETING DATE: May 13, 2024

FROM:

AGENDA ITEM: Consider an ordinance canvassing the returns and declaring the results of a General Election held May 4, 2024, for the purpose of electing Council Member Places 3 and 4 and providing an effective date. (Tammy Dixon, Town Secretary)

BACKGROUND/SUMMARY: A General Election was held on May 4, 2024, with voters casting ballots on Election Day and during early voting. The Town Charter (Sec. 5.06) and Texas Election Code (Sec. 67.003) require canvassing the results after the election. Attached are the unofficial results from Denton/Tarrant County. The results are considered official after the election canvass.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: Town Attorney, Dean Roggia, has reviewed the draft ordinance as to form and legality.

ATTACHMENTS:

1. Draft Ordinance Canvass 05.04.2024 Election

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve the ordinance canvassing the returns and declaring the results of a General Election held May 4, 2024, for the purpose of electing Council Member Places 3 and 4 and providing an effective date.

**TOWN OF TROPHY CLUB, TEXAS
ORDINANCE NO. 2024-XX**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, CANVASSING RETURNS AND DECLARING RESULTS OF A GENERAL ELECTION HELD MAY 4, 2024, FOR THE PURPOSE OF ELECTING COUNCIL MEMBER PLACES 3 AND 4, OF THE TOWN OF TROPHY CLUB, TEXAS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of Trophy Club, Texas (the “Town”), caused to be published in accordance with the laws of the State of Texas, notice of the election held May 4, 2024, for the election of Council Member Places 3 and 4, of the Town; and

WHEREAS, the appropriate authority of the Town caused to be posted and published, in accordance with applicable laws, notice of said election; and

WHEREAS, said election was duly and legally held on May 4, 2024, in the Town and in conformity with the election laws of the State of Texas, and the results of said election have been certified and returned by the proper judge and clerks thereof; and

WHEREAS, the Town Council has considered the returns of said election held May 4, 2024, and pursuant to state law and Article V, Section 5.06, of the Home Rule Charter of the Town, the Town Council shall canvass and declare the official results; and

WHEREAS, the election returns, duly and legally made, showed that there were cast at said election a total of [REDACTED] valid and legal votes ([REDACTED] %), and that each of the candidates in said election received the following votes.

COUNCIL MEMBER PLACE 3

Candidate	Early Voting	Election Day	Total*	Percentage
Wendie Bailey				
Dennis Sheridan				

Data will be added to ordinance once received from Denton and Tarrant Counties

COUNCIL MEMBER PLACE 4

Candidate	Early Voting	Election Day	Total*	Percentage
Rhylan Rowe				
Garry Ash				

**Denton and Tarrant County total*

WHEREAS, pursuant to Article V, Section 5.01, of the Home Rule Charter of the Town, in order to be declared elected, a candidate must receive the majority of the votes cast for the office or place for which such person is a candidate.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, THAT:

SECTION 1

Each and every one of the recitals, findings, and determinations contained in the preamble of this Ordinance are found to be true and correct and are hereby repeated and incorporated herein as if copied in their entirety.

SECTION 2

It is further found and determined that the results of the election as canvassed and tabulated and as referenced in the preamble to this Ordinance, reflect the expressed desires of the resident, qualified electors of the Town, and that the above canvass is hereby approved.

SECTION 3

The duly elected members of the Town Council of the Town of Trophy Club, Texas, elected on May 4, 2024, Council Member Places 3 and 4, subject to the taking of the oaths as provided by the laws of the State of Texas, are as follows:

Council Member, Place 3	Dennis Sheridan	Three Year Term
Council Member, Place 4	Rhylan Rowe	Three Year Term

SECTION 4

The Mayor is hereby authorized and directed to execute and deliver this Ordinance canvassing the General Election in accordance with the Texas Election Code and all other necessary action in connection therewith.

SECTION 5

This Ordinance shall take effect and be in force from and after its final passage and approval, and it is accordingly so ordained.

PASSED AND APPROVED by the Town Council of the Town of Trophy Club, Texas, this _____ day of May 2024.

APPROVED:

Jeannette Tiffany, Mayor

ATTEST:

Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

Dean Roggia, Town Attorney



TOWN COUNCIL COMMUNICATION

MEETING DATE: May 13, 2024

FROM:

AGENDA ITEM: Consider approval of the April 22, 2024, Town Council work session and regular meeting minutes. (Tammy Dixon, Town Secretary)

BACKGROUND/SUMMARY: The Town Council held a work session and regular meeting on April 22, 2024.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. 04.22.2024 draft minutes

ACTIONS/OPTIONS:

Move to approve the April 22, 2024, Town Council work session and regular meeting minutes.

Town of Trophy Club Town Council Meeting Minutes
April 22, 2024, 6:00 p.m., Work Session and Regular Meeting
1 Trophy Wood Drive, Trophy Club, Texas 76262

CALL WORK SESSION TO ORDER

Mayor Tiffany called the work session to order at 6:00 p.m.

COUNCILMEMBERS PRESENT

Jeannette Tiffany, Mayor
Dennis Sheridan, Mayor Pro Tem
Stacey Bauer, Councilmember Place 1
Steve Flynn, Councilmember Place 6
LuAnne Oldham, Councilmember Place 5
Jeff Beach, Councilmember Place 2
Karl Monger, Councilmember Place 4 (*arrived at 7:00 p.m.*)

STAFF MEMBERS PRESENT

Brandon Wright, Town Manager
Tammy Dixon, Town Secretary
Dean Roggia, Town Attorney
Jason Wise, Fire Chief
April Duvall, Director of Finance
Matt Cox, Director of Community Development
Denise Deprato, Director of Human Resources
Chase Ellis, Director of Parks and Recreation
Tamara Smith, Assistant to the Town Manager
Patrick Arata, Chief of Police

WORK SESSION ITEM

1. Discussion on infrastructure improvement options to address flooding on Inverness Drive, from Indian Creek to Inverness Drive. (Matt Cox, Community Development Director & Philip Varughese, TNP Engineering)

Mayor Pro Tem Sheridan, stated he did not want to give the appearance of a conflict of interest since he resides in the area and left the dais.

Matt Cox introduced Philp Varughese and Sawyer Maness of Teague Nall Perkins (TNP) who provided a presentation on the Inverness Drive Drainage Study which included three alternatives for drainage improvements.

A discussion ensued regarding the alternatives, funding deadline under the America Rescue Plan Act (ARPA) and construction timelines.

The consensus of the Town Council was to move forward with Alternative 3.

ADJOURN

Mayor Tiffany adjourned the work session at 6:41 p.m.

CALL REGULAR MEETING TO ORDER

Mayor Tiffany called the regular meeting to order at 7:00 p.m.

INVOCATION

Jeff Brooks, Lake Cities Church of Christ, led the invocation.

PLEDGES

Councilmember Beach led the Pledge of Allegiances to the American and Texas Flags.

PUBLIC COMMENTS

There were none.

PRESENTATIONS

2. Conduct a Police Department badge pinning ceremony. (Patrick Arata, Police Chief)

Chief Arata welcomed new police officer Meeko Spainhower and newly promoted Sergeant Levi Cobler. Mayor Tiffany provided the Oaths of Office and the badge pinning ceremony followed.

COMMUNITY SPOTLIGHT

3. Proclamation – National Day of Prayer

Mayor Tiffany read aloud the proclamation and presented it to Irma Thomas, National Day of Prayer Task Force Coordinator.

4. Proclamation – Public Employee Recognition Week

Councilmember Flynn read aloud the proclamation and presented it to Town Manager Wright on behalf of the employees.

5. Working for You . . . Trophy Club

a) Update from Town Council Members

Councilmember Flynn stated he appreciated the collaboration between Town staff and the Trophy Club Women's Club regarding the rescheduling of the Spring Garage Sale over the past weekend.

Mayor Pro Tem Sheridan stated the Trophy Club Police Department was nearly completely staffed with special thanks to Denise Deprato, Director of Human Resources and Police Chief Arata.

Councilmember Oldham spoke about a recent update she received from Dianne Edmondson on the Precinct 4 Transportation Update.

Mayor Tiffany addressed the importance of maintaining connectivity within Trophy Club. She introduced the distribution of "Get Connected" cards, which, upon scanning, directs individuals to the Get Connected webpage on the Trophy Club Website. This platform offers various channels through which communication with residents is disseminated.

b) Update from Town Manager

Town Manager Wright provided the following updates:

- Starting April 24th residents can contribute to the Trophy Club Strategic Plan by completing a survey.
- On April 25, 2024, from 4:00 - 5:00 p.m. at HWY 114 bridge, citizens can honor the Medal of Honor motorcade escorting American Heroes to events in Gainesville, Texas.
- The Trophy Club Police Department will hold two Identity Theft Protection sessions on April 25th, in partnership with the Identity Theft Resource Center at Church of Jesus Christ of Latter-Day Saints.
- April 26th, a Special Planning and Zoning Commission meeting will be held followed by a special meeting of the Town Council at 10:30 a.m.
- Trophy Club Park will be closed to motorized activity on Friday, April 26th, through 2 pm on the 27th for litter pick up by volunteers from Charles Schwab on Friday and students from Byron Nelson on Saturday.
- The annual Community Clean-Up Event will take place at the Byron Nelson High School parking lot on April 27th, 8:00 a.m. – 12:00 p.m.

- K9 Indy retired from service on March 26th; celebration planned during the May 13th Town Council meeting.
- May 4th, 10:00 a.m. – 12:00 p.m. Touch A Truck event at Independence Park East.
- May 9th, 6:00 p.m. Economic Development Corporation Meeting
- May 10-12th, Trophy Club Women's Club will be hosting their Annual Art & Garden Festival in Trophy Club's Town Center.

c) Quick Civic Tip

Town Attorney, Dean Roggia, provided an overview on canvassing a general election.

CONSENT AGENDA

6. Consider approval of the April 8, 2024, Town Council Work Session and Regular Meeting Minutes. (Tammy Dixon, Town Secretary)
7. Consider a resolution authorizing the transfer of retired K-9 Officer Indy to Sergeant Barry Sullivan. (Patrick Arata, Police Chief). The caption of the resolution reads as follows:

RESOLUTION 2024-06

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, AUTHORIZING THE TRANSFER OF RETIRED K-9 OFFICER "INDY" TO SERGEANT BARRY SULLIVAN; AND PROVIDING AN EFFECTIVE DATE.

8. Consider authorizing the Town Manager to negotiate and execute an Interlocal Cooperative Agreement with Denton County for the Shared Governance Communications & Dispatch Services System for Police and Fire. (Partick Arata, Police Chief & Jason Wise, Fire Chief)

Councilmember Beach moved to approve Consent Items 6-8. Mayor Pro Tem Sheridan seconded the motion.

VOTE ON THE MOTION

AYES: Bauer, Flynn, Sheridan, Tiffany, Beach, Monger, Oldham

NAYES: None

VOTE: 7-0

PUBLIC HEARINGS

9. Public hearing and consider an ordinance granting a Specific Use Permit authorizing alcohol beverage sales for on-premise consumption in conjunction with a restaurant use at Thai Taste Restaurant located at 2300 E Highway 114, #600 and approximately 230 feet of SH 114. (Matt Cox, Community Development Director)

Mayor Tiffany opened the public hearing at 7:35 p.m.

Matt Cox, Director of Community Development, provided an overview of the request stating the application was in compliance with the Town's regulations.

Chairman Biggs of the Planning and Zoning Commission stated the Commission unanimously recommended approval of this request.

No one spoke in favor or opposition.

Mayor Tiffany closed the public hearing at 7:37 p.m.

Councilmember Beach moved to approve Ordinance 2024-04 granting a Specific Use Permit authorizing alcohol beverage sales for on-premise consumption in conjunction with a restaurant use at Thai Taste Restaurant located at 2300 E Highway 114, #600. Councilmember Flynn seconded the motion. The caption reads as follows:

ORDINANCE 2024-04

AN ORDINANCE OF THE TOWN OF TROPHY CLUB, TEXAS, APPROVING A SPECIFIC USE PERMIT FOR ALCOHOLIC BEVERAGE SALES FOR ON-PREMISES CONSUMPTION IN CONJUNCTION WITH A RESTAURANT USE OPERATED BY THAI TASTE RESTAURANT, 2300 E SH 114 #600 OF TC TOWN CENTER, WITHIN PD PLANNED DEVELOPMENT NO. 30; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON THE MOTION

AYES: Bauer, Flynn, Sheridan, Tiffany, Beach, Monger, Oldham

NAYES: None

VOTE: 7-0

10. Conduct a public hearing and consider an ordinance amending Planned Development 30 (PD-30) to allow for a modification to the development standards and design of drive-thru facilities on Lot 1, Black A, of Trophy Club Town Center Addition, C. Medlin Survey, Abstract No. 823, Denton County, Texas. The

applicant is TC Town Center 1 LP, and the property is generally located at the northeast corner of Trophy Club Drive and SH 114 in the Town of Trophy Club, Denton County, Texas. Denton County Parcel ID 726655 (Matt Cox, Community Development)

Mayor Tiffany opened the public hearing at 7:38 p.m.

Matt Cox, Director of Community Development, provided an overview of the request and stated the applicant was requesting an amendment to Planned Development 30 (PD-30) to allow for a revision of the Development Standards to permit for a Quick Service Restaurant (QSR) without an escape lane. He explained the concept was to order online and the lane would be utilized for pick-up only.

Chairman Biggs of the Planning and Zoning Commission stated the Commission unanimously recommended approval of this request.

No one spoke in favor or opposition.

Mayor Tiffany closed the public hearing at 7:45 p.m.

There was discussion about the regulations of a pick-up lane.

Councilmember Beach moved to approve Ordinance 2024-05 amending Planned Development 30 (PD-30) to allow for a modification to the development standards and design of drive-thru facilities on Lot 1, Black A, of Trophy Club Town Center Addition, C. Medlin Survey, Abstract No. 823, Denton County, Texas. Councilmember Bauer seconded the motion. The caption reads as follows:

ORDINANCE 2024-05

AN ORDINANCE OF THE TOWN OF TROPHY CLUB, TEXAS, AMENDING SUBSECTION J "DESIGN OF DRIVE-THRU FACILITIES" OF SUBSECTION 2 "TREE PRESERVATION AND OPEN SPACE" OF SUBSECTION B "SITE DEVELOPMENT" OF SECTION II "DEVELOPMENT STANDARDS" OF EXHIBIT B "PLANNED DEVELOPMENT DISTRICT STANDARDS (PD NO. 30)" OF ORDINANCE NO. 2012-04 P&Z, AS AMENDED BY ORDINANCE NOS. 2014-06 AND 2016-11; AMENDING ORDINANCE NO. 2000-06 THE COMPREHENSIVE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING SEVERABILITY; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.
VOTE ON THE MOTION

AYES: Bauer, Flynn, Tiffany, Beach, Monger, Oldham
NAYES: Sheridan
VOTE: 6-1

11. Conduct public hearing and consider an ordinance granting a Specific Use Permit for a Quick Service Restaurant in an approximate 2,500 square foot proposed structure on Lot 1, Block A, of Trophy Club Town Center Addition, C. Medlin Survey, Abstract No. 823, Denton County, Texas. The applicant is TC Town Center 1 LP, and the property is generally located at the northeast corner of Trophy Club Drive and SH 114 in the Town of Trophy Club, Denton County, Texas. Denton County Parcel ID 726655 (Matt Cox, Community Development)

Mayor Tiffany opened the public hearing at 7:59 p.m.

Matt Cox, Director of Community Development, stated this item was related to the previous item discussed and stated per the Planned Development Standards the applicant was requesting a Specific Use Permit for a Quick Service Restaurant.

Chairman Biggs of the Planning and Zoning Commission stated the Commission unanimously recommended approval of this request.

No one spoke in favor or opposition.

Mayor Tiffany closed the public hearing at 8:02 p.m.

Mayor Pro Tem Sheridan moved to approve Ordinance 2024-06 granting a Specific Use Permit for a Quick Service Restaurant in an approximate 2,500 square foot proposed structure on Lot 1, Block A, of Trophy Club Town Center Addition, C. Medlin Survey, Abstract No. 823, Denton County, Texas. Councilmember Beach seconded the motion. The caption reads as follows:

ORDINANCE 2024-06

AN ORDINANCE OF THE TOWN OF TROPHY CLUB, TEXAS APPROVING A SPECIFIC USE PERMIT FOR A QUICK SERVICE RESTAURANT FOR TC TOWN CENTER 1 LP, LOCATED ON LOT 1, BLOCK A OF TROPHY CLUB TOWN CENTER ADDITION, C. MEDLIN SURVEY, ABSTRACT NO. 823, WITHIN PD PLANNED DEVELOPMENT NO. 30; PROVIDING FOR EXHIBIT "B" INCLUDING AN AMENDED SITE PLAN, FLOOR PLAN, ROOF PLAN, EXTERIOR ELEVATIONS, AND SCHEMATIC DESIGN; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON THE MOTION

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

12. Conduct a public hearing and consider an ordinance amending the Town's Code of Ordinances, Chapter 14, "Zoning", Division 5, "Supplementary District Regulations", Section 14.02.252 "Sale of Alcoholic Beverages" to update requirements for the sale of Alcohol in the Town. (Tammy Dixon, Town Secretary)

Mayor Tiffany opened the public hearing at 8:07 p.m.

Matt Cox, Director of Community Development explained Trophy Club's current code provides for an annual permit and fee and the proposed amendment was to synchronize the local alcohol permit and fee collection with TABC's two-year permit renewal schedule. He further explained the amendment would simplify permit tracking and renewal management process.

Chairman Biggs of the Planning and Zoning Commission stated the Commission unanimously recommended approval of this request.

No one spoke in favor or opposition.

Mayor Tiffany closed the public hearing at 8:09 p.m.

Councilmember Flynn moved to approve Ordinance 2024-07 amending the Town's Code of Ordinances, Chapter 14, "Zoning", Division 5, "Supplementary District Regulations", Section 14.02.252 "Sale of Alcoholic Beverages" to update requirements for the sale of Alcohol in the Town. Councilmember Bauer seconded the motion. The caption reads as follows:

ORDINANCE 2024-07

AN ORDINANCE OF THE TOWN OF TROPHY CLUB, TEXAS, AMENDING THE CODE OF ORDINANCES, TOWN OF TROPHY CLUB, TEXAS, CHAPTER 14 "ZONING," DIVISION 5, "SUPPLEMENTARY DISTRICT REGULATIONS," SECTION 14.02.252 "SALE OF ALCOHOLIC BEVERAGES" TO UPDATE REQUIREMENTS FOR THE SALE OF ALCOHOL IN THE TOWN; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON THE MOTION

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

INDIVIDUAL ITEMS

13. Consider authorizing the Town Manager to negotiate and execute a professional services agreement with John R. McAdams Company for the design, construction bid, and construction administration of the Trophy Club Dedicated Pickleball Courts Project in a not-to-exceed amount of \$147,000. (Chase Ellis, Parks & Recreation Director)

Chase Ellis, Director of Parks and Recreation, highlighted the community's involvement in discussing and planning dedicated pickleball courts over the past two years. To progress with the project, the town initiated a competitive Request for Qualifications (RFQ) to seek a qualified firm for schematic layout, design options, design drawings, construction bid services, and construction management services.

Mr. Ellis stated five submissions were received and assessed by a review team comprising three staff members and two members of the Parks & Recreation Board Parks Improvement Subcommittee. The review team recommended the John R. McAdams Company ("McAdams") as the top choice to provide the requested services based on their scoring evaluation.

Mr. Ellis answered questions from the Town Council and a discussion ensued regarding the process moving forward.

Mayor Pro Tem Sheridan moved to authorize the Town Manager to negotiate and execute a professional services agreement with John R. McAdams Company for the design, construction bid, and construction administration of the Trophy Club Dedicated Pickleball Courts Project in a not-to-exceed amount of \$147,000, with the understanding that the process includes at least 3 check-in points for the Town Council to approve the project moving forward. Councilmember Flynn seconded the motion.

VOTE ON THE MOTION

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

14. Consider a resolution repealing the existing Fund Balance Policy in its entirety and replacing it with the new Financial Reserves Policy. (April Duvall, Finance Director)

April Duvall, Director of Finance, provided a summary of the policy and stated the revisions discussed at the April 8, 2024, work session were included.

Councilmember Beach moved to approve Resolution 2024-07 repealing the existing Fund Balance Policy in its entirety and replacing it with the new Financial Reserves Policy. Councilmember Monger seconded the motion.

VOTE ON THE MOTION

AYES: Bauer, Flynn, Sheridan, Tiffany, Beach, Monger, Oldham

NAYES: None

VOTE: 7-0

Mayor Tiffany adjourned the Town Council meeting 8:26 p.m.

Jeannette Tiffany, Mayor

Attest:

Tammy Dixon, Town Secretary



TOWN COUNCIL COMMUNICATION

MEETING DATE: May 13, 2024

FROM:

AGENDA ITEM: Consider approval of the April 26, 2024, Town Council special meeting minutes. (Tammy Dixon, Town Secretary)

BACKGROUND/SUMMARY: The Town Council held a special meeting on April 26, 2024.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. 04.26.2024 draft minutes special meeting

ACTIONS/OPTIONS:

Move to approve the April 26, 2024, Town Council special meeting minutes.

Town of Trophy Club Town Council Meeting Minutes
April 26, 2024, 10:30 a.m., Special Meeting
1 Trophy Wood Drive, Trophy Club, Texas 76262

CALL SPECIAL MEETING TO ORDER

Mayor Tiffany called the special meeting to order at 10:35 a.m.

COUNCILMEMBERS PRESENT

Jeannette Tiffany, Mayor
Dennis Sheridan, Mayor Pro Tem
Stacey Bauer, Councilmember Place 1
Steve Flynn, Councilmember Place 6
LuAnne Oldham, Councilmember Place 5
Jeff Beach, Councilmember Place 2
Karl Monger, Councilmember Place 4

STAFF MEMBERS PRESENT

Brandon Wright, Town Manager
Tammy Dixon, Town Secretary
Dean Roggia, Town Attorney
Matt Cox, Director of Community Development
Patrick Arata, Chief of Police

PUBLIC HEARING

1. Case SUP-24-003 Trophy Club Women's Club Alcohol Sales

Conduct a public hearing and consider an ordinance for a request made by the Trophy Club Women's Club (TCWC) for a Specific Use Permit for the sales of alcoholic beverages at the Mother's Day Art and Garden Festival, to be held on May 10-12, 2024, at Trophy Club Town Center, 2240 SH 114M Trophy Club, Denton County, Texas.

Mayor Tiffany opened the public hearing at 10:35 a.m.

Matt Cox, Director of Community Development, provided an overview of the request. He explained the 4th Annual Trophy Club Women's Club (TCWC) Mother's Day Art and Garden Festival is scheduled for May 10-12, 2024 and the organization submitted a Specific Use Permit (SUP) application requesting the sale of alcohol for the event; and was requesting a waiver of the SUP application fee.

Mr. Cox stated the Planning and Zoning Commission unanimously recommended approval of this request.

Teryl Flynn, TCWC Festival Chair, provided a summary to the Town Council and thanked staff and the Town Council for working with the TCWC on this request.

No one spoke in favor or opposition.

Mayor Tiffany closed the public hearing at 10:38 a.m.

Councilmember Beach moved to approve Ordinance 2024-08 granting a Specific Use Permit authorizing alcohol beverage sales for on-premise consumption in conjunction with a restaurant use at Thai Taste Restaurant located at 2300 E Highway 114, #600. Councilmember Flynn seconded the motion. The caption reads as follows:

ORDINANCE 2024-08

AN ORDINANCE OF THE TOWN OF TROPHY CLUB, TEXAS APPROVING A SPECIFIC USE PERMIT REQUESTED BY THE TROPHY CLUB WOMEN’S CLUB, A TEXAS NON-PROFIT CORPORATION, AND AUTHORIZED BY THE PROPERTY OWNER, FOR ALCOHOLIC BEVERAGE SALES FOR ON-PREMISES CONSUMPTION IN CONJUNCTION WITH EXISTING RESTAURANT AND RETAIL USES AT OR NEAR 2240-2300 E SH 114 #600 OF TC TOWN CENTER, WITHIN PD PLANNED DEVELOPMENT NO. 30; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING APPLICABLE REGULATIONS, DISCONTINUATION, & REVOCATION; PROVIDING A SAVINGS AND REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON THE MOTION

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

Mayor Tiffany adjourned the Town Council meeting 10:39 a.m.

 Jeannette Tiffany, Mayor

Attest:

 Tammy Dixon, Town Secretary



TOWN COUNCIL COMMUNICATION

MEETING DATE: May 13, 2024

FROM: Denise Deprato, Director of Human Resources

AGENDA ITEM: Consider authorizing the Town Manager to negotiate and execute an agreement with GovernmentJobs.com, Inc. for a three-year contract amount of \$29,017.08 (d/b/a NEOGOV) for an applicant tracking system. (Denise Deprato, Director of Human Resources)

BACKGROUND/SUMMARY: The applicant tracking system currently utilized by the Town of Trophy Club through CivicHR is slated to sunset in September 2024. Recognizing this impending transition, the Department of Human Resources conducted a request for proposal (RFP) process, garnering seven proposals. Following evaluations and multiple demonstrations, the RFP team recommends the GovernmentJobs.com, Inc. (d/b/a NEOGOV) platform to succeed the current CivicHR applicant tracking system. An applicant tracking system stands as critical component of the recruitment process facilitating seamless posting of open positions, online application submissions by candidates, and electronic review of all candidate data by hiring managers.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: The three-year contract amount for the NEOGOV applicant tracking system is \$29,017.08. The first year amount is \$11,330.87; year two is \$8,162.87; and year three is \$9,523.34. These amounts are budgeted within the Department of Human Resources and the Information Technology Department.

LEGAL REVIEW: Town Attorney, Dean Roggia, has reviewed the agreement to ensure compliance with all legal requirements and standards.

ATTACHMENTS:

1. GovernmentJobs-NEOGOV Agreement

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to authorize the Town Manager to negotiate and execute an agreement with GovernmentJobs.com, Inc. for a three-year contract amount of \$29,017.08 (d/b/a NEOGOV) for an applicant tracking system.

SERVICES AGREEMENT

V071423

You agree that by placing an order through a NEOGOV standard ordering document such as an “Order Form,” “Service Order,” “Ordering Document,” “SOW,” or other document mutually agreed by the parties in this Agreement (the “Parties”), detailing the services, pricing, and subscription term (each, an “Order Form” for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. “Governmentjobs.com,” “NEOGOV,” “we,” and “our” means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, “NEOGOV” and, where applicable, its other affiliates; “Customer,” “you,” and “your” means the NEOGOV client, customer, and/or the subscriber identified in the Order Form), attached hereto as Exhibit C.

“Services Agreement” or the “Agreement” shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). “Addendum” means each Addendum set forth either as an exhibit attached hereto or otherwise made available at <https://www.neogov.com/service-specifications> (the “NEOGOV Site”) and, as applicable, made a part of this Agreement. “Special Conditions” means individually negotiated variations, amendments, and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. Provision of Services. Subject to the terms of this Agreement, NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the “Services”). Customer hereby acknowledges and agrees that NEOGOV’s provision and performance of, and Customer’s access to, the Services is dependent and conditioned upon Customer’s full performance of its duties, obligations, and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the “Effective Date”). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. SaaS Subscription.
 - a) Subscription Grant. “SaaS Applications” means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the “Service Specifications”). Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer’s internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the “SaaS Subscription”). “Authorized Users” means (1) Customer employees, agents, contractors, consultants (“Personnel”) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User’s access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.
 - b) Subscription Term. Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the “Initial Term”). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a “Renewal Term” which shall constitute a separate agreement during the Renewal Term’s applicable fiscal year, and together with the Initial Term, collectively referred to herein as, the “Term”) unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party’s intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.
3. Customer Responsibilities. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the Parties, (b) sell, resell, license, sublicense, distribute, make

available, rent, or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the Parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs, and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function, or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. Professional Services. “Professional Services” shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services may include training, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW. All Professional Services purchased by Customer must be utilized within twelve (12) months of the date of the applicable Order Form or SOW.
5. Payment Terms.
 - a) Fees. Customer shall pay all Subscription, Onboarding, Set-Up fees (“Subscription Fees”) and Professional Service fees (“Professional Service Fees”, collectively the “Fees”) as set forth in an Order Form within thirty (30) days of the date of NEOGOV’s invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated “Bill To” party on the Order Form. Unless explicitly provided otherwise, once placed, the Order Form is non-cancellable and sums paid are nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than thirty (30) days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.
 - b) Taxes. Customer is a Texas home-rule municipality and is tax exempt under state and federal law.
 - c) Purchase Orders. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV’s failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.
6. Term and Termination.

- a) Term. This Agreement shall commence on the Effective Date and shall remain in effect as provided in Section 2(b) above, or until all SaaS Subscriptions have expired and/or both Parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.
 - b) Termination for Cause; Effect of Termination. Either party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the Effective Date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement to the date of Termination. Unless otherwise specified, following ninety (90) days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.
7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records, at NEOGOV's sole cost and expense, relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due.
8. Maintenance; Modifications; Support Services.
- a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch, or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
 - b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.
 - c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.
 - d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services twenty-four (24) hours a day, seven (7) days a week, and the NEOGOV support desk will acknowledge receipt of the request within reasonable time. The length of time for a resolution of any problem is dependent on the type of case.
 - e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual

data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. NEOGOV Intellectual Property. NEOGOV shall exclusively own all rights, title, and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos, and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the “NEOGOV Intellectual Property”). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
10. Data Processing and Privacy.
 - a) Customer Data. “Customer Data” shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV’s provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term “Customer Data”. Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. Subject to applicable Texas law, NEOGOV reserves the right to delete or disable Customer Data stored, transmitted, or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.
 - b) Platform Data. “Platform Data” shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough, or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all rights, title, and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.
 - c) Data Processing Agreement. To the extent Customer uses the Services to target and collect personal information from users located in the European Union, European Economic Area, or Switzerland (the “EU”), or the United Kingdom (“UK”), or has Authorized Users accessing the Services from the EU or UK, the terms of the NEOGOV Data Processing Addendum (“DPA”) made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement.
 - d) Data Responsibilities.
 - i) NEOGOV will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification, or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV’s cloud infrastructure providers.
 - ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless

otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect, and destroy the occurrence of any viruses.

- e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss, or disclosure of Customer Data within its custody and control (a “Security Breach”) within seventy-two (72) hours of NEOGOV’s confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer’s policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.
 - f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV’s systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer’s written request, make the Customer Data available for export by Customer or destroy the Customer Data, with no additional cost associated to Customer. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.
11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third Parties through the Services (“Third Party Services”). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third-Party Services. NEOGOV makes no representations, warranties, or guarantees with respect to the Third-Party Services or any content contained therein. NEOGOV may discontinue access to any Third-Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third-Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third-Party Services covering the remainder of the Subscription Term.
12. Nondisclosure.
- a) Definition of Confidential Information. “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer’s Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
 - b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.
 - c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the

extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

- d) Equitable Relief. The Parties recognize and agree there is no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach would irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. Representations, Warranties, and Disclaimers.

- a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery, and performance of this Agreement by such party does not conflict with any agreement, instrument, or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body, or administrative or other agency having jurisdiction over it.
- b) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.
- c) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- d) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD-PARTY SERVICES.
- e) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions, or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS, OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

14. Indemnification.

- a) Customer Indemnity. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY OR ABROGATING ANY POLICE POWER OR LEGISLATIVE AUTHORITY OF CUSTOMER, CUSTOMER WILL DEFEND AND INDEMNIFY NEOGOV FROM AND AGAINST ANY CLAIM, DEMAND, SUIT, OR PROCEEDING MADE OR BROUGHT AGAINST NEOGOV (I) BY A THIRD PARTY ALLEGING THAT ANY CUSTOMER DATA INFRINGES OR MISAPPROPRIATES SUCH THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS, (II) IN CONNECTION WITH CUSTOMER'S VIOLATION OF ANY APPLICABLE LAWS, OR (III) ANY CLAIM OR ALLEGATION BY ANY THIRD PARTY RESULTING FROM OR RELATED TO CUSTOMER'S OR ANY OF ITS AUTHORIZED USER'S BREACH OF SECTION 3 OF

THIS AGREEMENT. THIS INDEMNITY AND DEFENSE OBLIGATION SHALL NOT BE CONSTRUED AS REQUIRING THE CUSTOMER TO APPROPRIATE FUNDING OR ESTABLISH A SINKING FUND, AND ANY OBLIGATION OR DEMAND FOR THE CUSTOMER TO PAY ITS OBLIGATIONS, WHETHER INDEMNITY OR DEFENSE, FROM CURRENT OF FUTURE REVENUES SHALL BE CONSTRUED AS CREATING AN UNCONSTITUTIONAL DEBT IN VIOLATION OF TEXAS LAW.

- b) NEOGOV Indemnity. SUBJECT TO SUBSECTIONS 14(B)(I) THROUGH 14(B)(III) AND 14(C) OF THIS SECTION, IF A THIRD PARTY MAKES A CLAIM AGAINST CUSTOMER THAT ANY NEOGOV INTELLECTUAL PROPERTY FURNISHED BY NEOGOV AND USED BY CUSTOMER INFRINGES A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS, NEOGOV WILL DEFEND THE CUSTOMER AGAINST THE CLAIM AND INDEMNIFY THE CUSTOMER FROM THE DAMAGES AND LIABILITIES AWARDED BY THE COURT TO THE THIRD-PARTY CLAIMING INFRINGEMENT OR THE SETTLEMENT AGREED TO BY NEOGOV. IN ADDITION TO THE FOREGOING SENTENCE. NEOGOV SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS CUSTOMER, FROM ANY AND ALL THIRD-PARTY LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY NEGLIGENT ACTS OR WILLFUL MISCONDUCT OF NEOGOV, EMPLOYEES, SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. THE PARTIES AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF SUCH CLAIM. NEOGOV'S INDEMNITY DOES NOT EXTEND TO ANY LOSS ARISING FROM (I) THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OF THE INDEMNIFIED PARTIES; (II) THIRD-PARTY MATERIALS OR DATA; (III) ACCESS TO OR USE OF NEOGOV'S MATERIALS IN COMBINATION WITH ANY HARDWARE, SYSTEM, SOFTWARE, NETWORK, OR OTHER MATERIALS OR SERVICE NOT PROVIDED BY NEOGOV OR SPECIFIED FOR CUSTOMER'S USE IN THE DOCUMENTATION; (IV) MODIFICATION OF NEOGOV'S MATERIALS OTHER THAN BY OR ON BEHALF OF NEOGOV; OR WITH NEOGOV'S WRITTEN APPROVAL IN ACCORDANCE WITH NEOGOV'S WRITTEN SPECIFICATION; OR (V) FAILURE TO TIMELY IMPLEMENT ANY MODIFICATIONS, UPGRADES, REPLACEMENTS, OR ENHANCEMENTS. THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND NEOGOV'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS. FOR AVOIDANCE OF DOUBT, THE PROVISIONS OF SECTION 15 (LIMITATION OF LIABILITY) OF THE AGREEMENT ARE NOT INTENDED TO BE ABROGATED OR MODIFIED BY THE FOREGOING PROVISIONS OF THIS SECTION 14.

- i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the Effective Date of such early termination.
- ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.
- iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.

- c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

- a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO

EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, OR INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION, RECOVERY OF DATA, BREACH OF DATA, OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

- b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.
16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request.
17. Text Message Communications. NEOGOV may offer personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.
18. Except as otherwise required by law, regulation, or the party's internal requirements (i.e., customer lists for auditing purposes), neither party shall, without the prior written consent of the other party, use in any advertising, publicity, or otherwise, the name, trademark, logo, symbol, other image of the other party or any of its affiliates, departments, directors, officers, employers, or agents.
19. Force Majeure. Neither party shall be liable for any damages, costs, expenses, or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment, or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.
20. Independent Contractor; No Third-Party Beneficiary; Fulfillment Partners. The relationship of the Parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the Parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party

whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a “Fulfillment Partner”), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.

21. Entire Agreement; Amendment; Addendum. This Services Agreement, the exhibits attached hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the Parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: (1) Special Conditions (if any), (2) NEOGOV Order Form, (3) the NEOGOV Services Agreement, and (4) incorporated documents (including the exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the Parties to be bound. If you are subscribing for the HRIS or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site.
22. General.
- a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Denton County, Texas.
 - b) Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements, and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.
 - c) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.
 - d) Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind.
 - e) Electronic Delivery. Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.
 - f) Assignment. The Parties may not assign this Agreement without the express written approval. Any attempt at assignment in violation of this Section shall be null and void. For purposes of clarity, any merger, consolidation, or reorganization involving NEOGOV (regardless of whether NEOGOV is a surviving or disappearing entity) will not be considered a transfer of rights, obligations, or performance under this Agreement, and NEOGOV will provide written notice, but is not required to obtain consent from Customer.
 - g) Construction. The Parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

[Remainder of the page left intentionally blank. Signature page to follow.]

Customer	GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360)
Entity Name:	
Signature: _____	Signature: _____
Print Name:	Print Name:
Date:	Date:

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Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum (“Government Addendum”) forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a “Government Customer” means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county, or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.
2. **Termination for Non-Appropriation of Funds.** If Customer is subject to federal, state, or local law which makes Customer’s financial obligations under this Services Agreement contingent upon sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body), and if such funds are not forthcoming or are insufficient due to failure of such appropriation, then Customer will have the right to terminate the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available.
3. **Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to defend, hold harmless, or indemnify third parties or NEOGOV, Section 14(a) and the indemnification provision included in Section 17 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
4. **Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws (“Open Records Laws”) the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.
5. **Cooperative Purchasing.** As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal, or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the “New Entity”) may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable, or responsible for any order made by New Entities or any employee thereof under the Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable, or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the Agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that it has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.
6. **Subcontractors.** For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term “subcontractors” shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any

access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.

Exhibit B

Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems (“Integration Services”). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the “Integration Terms Addendum”) shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at <https://api.neogov.com/connect/marketplace.html> and/or <https://apidocs.powerdms.com> (“Affiliated API”) or (b) to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service (“Customer Application”) integrated using NEOGOV’s open API (“Open API”). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. Provision of Integrations. Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer’s human resource related third party application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the “API” or “Integration”). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.
2. Integration Intellectual Property. All rights, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements, and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All rights, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.
3. Integration Terms of Use. Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.
4. Customer Integration Responsibilities. Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the “Customer Applications”), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://api.neogov.com/connect/index.html> and/or <https://apidocs.powerdms.com> from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email (“spam”), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
5. Cooperation. If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer’s delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.
6. Provision of Open API. In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein.

Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.
8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.
9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES. , IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
10. Open API Termination. Notwithstanding the additional termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without 'any notice if you violate any of the terms and conditions of this Agreement.

Exhibit C

Order Form

NEOGOV

NEOGOV

Customer:

Governmentjobs.com, Inc. (dba "NEOGOV")
 2120 Park Pl, Suite 100
 El Segundo, CA 90245
 United States
 billing@neogov.com
 Sales Rep: Sydney Carter

Trophy Club, Town of (TX)
 100 Municipal Dr
 Trophy Club, TX 76262-5420
 USA

Quote Valid From: 5/7/2024
 Quote Valid To: 5/15/2024

Quote Number: Q-15087
 PaymentTerms: Annual,Net 30
 Subscription Term in Months: 36

Employee Count: 115
 Order Summary

Year 1

10% off Year 1 Annual Subscriptions, 40% off Implementation costs

Service Description	Type	Start Date	End Date	Term Price (USD)
Insight Subscription	RECURRING			\$5,726.70
Insight Setup	ONE-TIME			\$3,168.00
Governmentjobs.com Subscription	RECURRING			\$1,890.90
Candidate Text Messaging Subscription	RECURRING			\$545.27
Year 1 TOTAL:				\$11,330.87

Year 2

10% off Year 2 Annual Subscriptions

Service Description	Type	Start Date	End Date	Term Price (USD)
Insight Subscription	RECURRING			\$5,726.70
Governmentjobs.com Subscription	RECURRING			\$1,890.90
Candidate Text Messaging Subscription	RECURRING			\$545.27
Year 2 TOTAL:				\$8,162.87

Service Description	Type	Start Date	End Date	Term Price (USD)
Insight Subscription	RECURRING			\$6,681.15
Governmentjobs.com Subscription	RECURRING			\$2,206.05
Candidate Text Messaging Subscription	RECURRING			\$636.14
Year 3 TOTAL:				\$9,523.34

ORDER TOTAL (USD) : **\$29,017.08**

A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at <https://www.neogov.com/service-specifications>. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

**"Trophy Club, Town
of (TX)"**

Signature:

Print Name:

Date:



TOWN COUNCIL COMMUNICATION

MEETING DATE: May 13, 2024

FROM: Chase Ellis, Director of Parks & Recreation

AGENDA ITEM: Conduct a public hearing and consider an ordinance amending the Town's Code of Ordinances, Section 1.08.001, Youth Programs Standards of Care, of Division 1, Generally of Article 1.08, Parks and Recreation, of Chapter 1, General Provisions updating the Standards of Care for Youth Recreation Programs. (Chase Ellis, Director of Parks and Recreation)

BACKGROUND/SUMMARY: The State of Texas Department of Family and Protective Services administers state regulations and general licensing procedures for all child-care facilities. Municipalities are exempt from the licensing requirement for programs provided for elementary-aged youth so long as the Town Council annually adopts local standards of care by ordinance after a public hearing.

Additionally, the following criteria must be met in order to receive the exemption:

- The standards of care must be provided to the parents of each program participant.
- The ordinance must include, at a minimum: staffing ratios; staff qualifications; facility, health, and safety standards; and mechanisms for monitoring and enforcing the adopted local standards.
- Parents must be informed that the program is not operated or advertised as a licensed daycare. The request for the exemption is necessary as the Town currently offers different day camps and programs throughout the year for elementary-age youth (5 to 13 years of age).

Minor revisions have been made to the 2024 Standard of Care ordinance. Below is a summary of recommended changes:

- The program site has been changed to the Trophy Club Municipal Utility District Annex Building.
- The positions of camp director and camp counselors have been updated to recreation lead and recreation aides, respectively.
- The employee supervision and camp management responsibility has been updated to be under the care of the recreation superintendent.
- Minor wording edits have been made as recommended by the Town Attorney.

BOARD REVIEW/CITIZEN FEEDBACK: The Park Board reviewed the 2024 Standards of Care ordinance at their April 15, 2024 meeting and unanimously recommended approval of the ordinance to the Town Council.

FISCAL IMPACT: N/A

LEGAL REVIEW: Town Attorney, Dean Roggia, has reviewed the draft ordinance as to form and legality.

ATTACHMENTS:

1. Draft Ordinance 2024 Youth Programs Standards of Care - Redlines
2. Draft Ordinance 2024 Youth Programs Standards of Care - FINAL (002)

ACTIONS/OPTIONS:

Staff recommends that the Town Council conduct the public hearing and move to approve the ordinance amending the Town's Code of Ordinances, Section 1.08.001, Youth Programs Standards of Care, of Division 1, Generally of Article 1.08, Parks and Recreation, of Chapter 1, General Provisions updating the Standards of Care for Youth Recreation Programs.

“Section 1.08.001 **Youth Programs Standards of Care.**

(a) Purpose. The following Youth Programs Standards of Care (the “Standards of Care”) are intended to be the minimum standards by which the Town Parks and Recreation Department will operate the ~~Town’s~~Town’s Youth Programs. These programs operated by the Town are recreational in nature and are not ~~license~~licensed by the State of Texas, nor operated as day care programs. Adoption of these Standards of Care will allow the Town to qualify as being exempt from the licensing requirements of the Texas Human Resources Code, ~~section~~in accordance with Section 42.041(b)~~(14)~~.

(b) Definitions. For the purpose of this division, the following terms, phrases, words, and their derivation shall have the meaning given herein:

Department. Town of Trophy Club Parks and Recreation Department.

Director. Town of Trophy Club Parks and Recreation Director or designee.

Employee or Counselor. ~~Someone~~ A person who has been hired to work for the Town ~~of Trophy Club~~ and has been assigned responsibility for managing, administering, or implementing some portion of the ~~Town of Trophy Club’s~~Town’s Youth Programs.

Parent(s). A parent or guardian who has legal custody and authority to enroll a child in the ~~Town of Trophy Club’s summer programs~~Town’s Youth Programs.

Parent Handbook. Booklet of camp policies, procedures, required forms, organizational, and programming materials relevant to the ~~summer programs~~Town’s Youth Programs.

Participant. A youth whose parent(s) have completed all required registration procedures and who has been determined to be eligible for the ~~Town of Trophy Club's summer programs~~Town's Youth Programs.

Program Site. ~~Medlin Middle School or Beck Elementary~~ Trophy Club Municipal Utility District's Annex Building.

Recreation Coordinator~~of Sports and Programs.~~ ~~Town of Trophy Club's.~~ The Town's full-time programmer who has been assigned administrative responsibility for the ~~Town of Trophy Club's summer program or~~ Town's Youth Program or designee.

~~Recreation Coordinator of Events. Who will handle administrative~~Superintendent. The Town's full-time supervisor who has been assigned managerial responsibility for the ~~Town of Trophy Club's summer program in the Recreation Coordinators of Sports and Programs absence~~Town's Youth Program or designee.

Summer Adventure Camp. ~~Town of Trophy Club youth camp program~~ The Town's Youth Program during the summer.

Town. Town of Trophy Club.

Town Council. Town Council of the Town~~of Trophy Club.~~

Youth Program or Program. A town-sponsored recreational program for youth that may be offered by the ~~park and recreation department~~Department after school, during the summer, during holidays, or during ~~inter-session~~intersession. The term does not include any program or activity to which attendees are free to come and go at will without regard to the presence of a parent or other responsible adult to care for them.

(c) General Information/Administration.

- (1) The governing body of the ~~Town of Trophy Club Youth Programs~~Program is the Town ~~of Trophy Club Town~~-Council.
- (2) Implementation of the Standards of Care for Youth Programs is the responsibility of the Parks and Recreation Director and Parks and Recreation Department employees.
- (3) The Standards of Care apply to all Youth Programs operated by the Department including, but not limited to, the Summer Adventure Camp~~Programs~~.
- (4) ~~Town Hall will have available for public review a~~A current copy of the Standards of Care shall be made available for public view at Town Hall and the Program Site.
- (5) Parents of participants will be provided access to a current copy of the Standards of Care through the ~~Town's web site~~Town's website.

- (6) Criminal background checks will be conducted on prospective Youth Program employees, when applicable. If results of ~~that~~the criminal check indicate that an applicant has been convicted of any of the following offenses, he or she will not be considered for employment:
- (A) A felony or misdemeanor classified as an offense against a person or family;
 - (B) A felony or misdemeanor classified as public indecency;
 - (C) A felony or misdemeanor violation of any law intended to control the possession or distribution of any controlled substance;
 - (D) Any offense involving moral turpitude; or
 - (E) Any offense that is deemed to potentially put the Town ~~of Trophy Club~~ or Youth Program participants at risk.
- (7) Standards of Care Review: Standards will be reviewed annually and approved by ordinance by the Town Council after a public hearing is held ~~to pass an ordinance regarding section~~in accordance with Section 42.041(b)-(14) of the Texas Human Resources Code.

(d) Inspection/Monitoring/Enforcement.

Standards of care established by the Town ~~of Trophy Club~~ will be monitored and enforced by ~~the~~ Town Departments responsible for their respective areas as identified below.

- (1) Health and safety standards will be monitored and enforced by the ~~Town's~~Town's Police, Fire, and Code Enforcement Departments, ~~as required~~applicable.
- (2) The Recreation Coordinator of Sports and Programs ~~will~~ make twice weekly visual inspections of the ~~program~~Program.
- (3) Complaints regarding enforcement of the Standards of Care shall be directed to the ~~summer camp director~~Recreation Lead Superintendent. The Recreation ~~Coordinator of Sports and Programs Superintendent~~ will be responsible to take the necessary steps to address the complaint and resolve the problem, if any. Complaints regarding enforcement of the Standards of Care and resolution of complaints arising under the Standards of Care shall be recorded by the Recreation ~~Coordinator of Sports and Programs Superintendent~~. All complaints regarding enforcement of the Standards of Care where a deficiency is noted will be forwarded to the Director ~~of Parks and Recreation~~ with the complaint and the resolution noted.

(e) Enrollment. Before a child may become a participant, a parent/guardian must complete and sign registration forms that contain information pertaining to the participant and their parent(s). ~~The~~All of the following information must be provided:

- (1) Name, address, ~~home~~and telephone number_;
- (2) Parent/~~Guardian's~~Guardian's name, address_; and telephone numbers during program hours_;
- (3) Emergency contacts including names and phone number during program hours_;
- (4) Names and ~~driver's~~driver's license numbers of people to whom the child may be released_;
- (5) A statement of the ~~child's~~child's special problems, needs_; or medical conditions_;
- (6) Emergency medical authorization_;
- (7) Permission for field trips_; and
- (8) Liability Waiver_;

(f) Suspected Abuse.

- (1) Program employees ~~will~~must report suspected child abuse or neglect in accordance with the Texas Family Code. In the case where a Town employee is involved in an incident with a child that could be construed as child abuse, the incident must be reported immediately to the Recreation ~~Coordinator of Sports and Programs and Recreation Coordinator of Events. The Recreation Coordinator of Sports and Programs Superintendent or Director. The Recreation Superintendent or Director~~ will immediately notify the Police Department and any other agency as may be appropriate.
- (2) Texas ~~state~~ law requires the staff of these ~~youth programs~~Programs to report any suspected abuse or neglect of a child to the Texas Department of Protective and Regulatory Services or a law enforcement agency. Failure to report suspected abuse is punishable by fine up to \$1,000 and/or confinement up to 180 days. Confidential reports may be made by calling 1-800-252-5400.

(g) Staffing - Responsibilities and Training.

- (1) Recreation ~~Coordinator of Sports and Programs~~Superintendent and Recreation ~~Coordinator of Events~~_:
 - (A) The Recreation ~~Coordinator of Sports and Programs~~Superintendent and Recreation Coordinator ~~of Events~~assigned are full-time, professional employees of the Town ~~of Trophy Club Parks and Recreation Department~~ and will be required to have all the same qualifications as outlined in Subsection (g)(2).

(B) ~~The Recreation Coordinator of Sports and Programs~~Superintendent and Recreation Coordinator ~~of Events~~ must meet the minimum education/experience requirements for employment with the Town ~~of Trophy Club~~ to plan and implement recreation activities.

(C) ~~The Recreation Coordinator of Sports and Programs~~Superintendent and Recreation Coordinator ~~of Events~~ must be able to pass a background investigation including a test for illegal substances.

(D) ~~The Recreation Superintendent and Recreation Coordinator of Sports and Programs and Recreation Coordinator of Events~~ must have a current certification in First Aid, Cardiopulmonary Resuscitation (CPR) and AED. All certifications must be current during the ~~camp~~ operation of the Program.

(E) The Recreation Superintendent is responsible for managing and administering all aspects of the Program operations in Compliance with the adopted Standards of Care.

~~(E)~~(F) ~~The Recreation Coordinator of Sports and Programs and Recreation Coordinator of Events~~ are is responsible for ~~administering~~providing administrative support for the ~~programs~~'Programs' daily operations in compliance with the adopted Standards of Care.

~~(F)~~(G) ~~The Recreation Coordinator of Sports and Programs~~Superintendent is responsible for hiring, supervising, and evaluating ~~the summer director, summer assistant directors~~ Recreation ~~Lead~~Leaders and Recreation Aides.

(H) The Recreation Coordinator of Sports and Programs Superintendent is responsible for managing and overseeing the planning, implementation, and evaluation of the Programs.

~~(G)~~(I) ~~The Recreation Coordinator~~ is responsible for assisting with the planning, implementing, and evaluating ~~program~~the Programs.

(2) Youth Program Staff:

(A) ~~The Program employees include director, assistant directors, and counselors~~ Recreation ~~Leads~~Leaders and Recreation Aides.

(B) Program employees may be full-time, part-time, or seasonal employees of the ~~Parks and Recreation Department~~Town.

(C) Program employees shall be age 16 or older. ~~However;~~ however, each ~~site~~Program Site will have at least one employee age 21 or older on site at all times.

(D) Program employees should consistently exhibit competency, good judgment, and self-control when working with participants.

(E) Program employees must ~~relate to~~treat participants with courtesy, respect, tolerance, and patience.

- (F) Program employees must have a current certification in First Aid, Cardio Pulmonary Resuscitation (CPR) and AED. All certifications must be current during the ~~camp~~ operation of the Program.
- (G) Program employees must pass a background investigation when applicable, including testing for illegal substances.
- (H) Program employees will be responsible for providing participants with an environment in which they can feel safe, enjoy wholesome recreation activities, and participate in appropriate social opportunities with their peers.
- (I) Program employees will be responsible to know and adhere to all Town, Departmental, and ~~youth-program~~Program standards as well as policies and procedures that apply to the ~~youth-programs~~Programs.
- (J) Program employees must ensure that participants are only released to a parent or authorized person, designated by the parent or guardian. If a parent wishes their child to sign ~~himself~~ in or out without a parent or authorized person available, then the parent must provide specific, written authorization.

(3) Training and Orientation:

- (A) The ~~department~~Department is responsible for providing training and orientation to ~~program~~Program employees in working with children and for specific job responsibilities.
- (B) Program employees will be provided with a staff manual.
- (C) Program employees must be familiar with the Standards of Care ~~for Youth Programs~~ as adopted by the Town Council.
- (D) Program employees must be familiar with the program policies including discipline, guidance, and release of participants as outlined in the staff manual.
- (E) Program employees will be trained with appropriate procedures to handle emergencies.
- (F) Program employees will be trained in areas including Town departmental program policies, procedures, leading activities, and safety issues.
- (G) Program employees will be required to sign an acknowledgement that they have received the required training.

(h) Operations

(1) Staff to Participant Ratio.

- (A) The standard ratio of participants to staff is 1:15 based on average daily attendance. In the event a ~~program~~Program employee is unable to report to the

~~program site~~Program Site, the Recreation Coordinator of Sports and Programs- will assign a replacement.

- (B) Program employees are responsible for being aware of the ~~participants'~~participants' habits, interests, and special needs as identified by the ~~participant's'~~participants' parent~~(s)~~(s)/guardian~~(s)~~(s) during the registration process.

(2) Discipline.

- (A) Program employees will implement discipline and guidance in a consistent manner based on the best interest of ~~program~~Program participants.

(B) There will be no cruel treatment or harsh punishment- of Program participants.

- (C) Program employees may use brief, supervised separation from the group if necessary.

- (D) As necessary, program employees will initiate behavior reports to the parents or guardians of participants. Parents will be asked to sign the behavior reports to indicate they have been advised about specific problems or incidents.

- (E) A sufficient number and/or severe nature of a discipline report(s) as indicated in the program manual may result in a participant being suspended from the ~~program~~Program.

- (F) In instances where there is a danger to other participants or staff, offending participants will be removed from the ~~program site~~Program Site as soon as possible.

(3) Programming.

- (A) Program employees will attempt to provide activities for each group according to ~~participants'~~the participants' age, interests, and abilities. The activities will be appropriate to ~~participants'~~the participants' health, safety, and well-being. The activities must be flexible and promote the ~~participants'~~participants' emotional, social, and mental growth.

- (B) Program employees will attempt to provide indoor and outdoor time periods to include:

(i) Alternating active and passive activities;

(ii) Opportunity for individual, small and large group activities; and

(iii) Outdoor time each day as weather permits.

- (C) Program employees will be attentive and considerate of the ~~participants'~~participants' safety on field trips and during any transportation provided by the ~~program~~Program.

(i) During trips, program employees must have access to emergency medical

forms and emergency contact information for each participant;

(ii) Program employees must have a written list of participants in the group and must check the roll frequently, specifically before departure to and from any location; and

(iii) Program employees must have first aid supplies and emergency care available on field trips.

(4) Communication.

(A) Each ~~program-site~~Program Site will have access to a telephone for use in contacting Department staff or making emergency calls.

(B) The Recreation Coordinator ~~of Sports and Programs~~ will make available all of the following telephone numbers to all employees at each site:

- (i) Emergency services
- (ii) Trophy Club Police Department dispatch
- (iii) Parks and Recreation Department
- (iv) Poison Control
- (v) Numbers at which ~~parents/guardians~~parent(s)/guardian(s) may be reached
- (vi) Recreation Coordinator of Sports and Programs
- (vii) Recreation Coordinator of Events
- (viii) Telephone and address for the ~~program-site~~Program Site itself
- (ix) Field trip destinations

(5) Transportation.

(A) Before a participant can be transported to and from Town-sponsored activities, the field trip release statement must be ~~marked~~signed by ~~the~~a parent/guardian on the registration form.

(B) First aid supplies will be available in all ~~program~~Program vehicles that transport children.

(C) All program vehicles used for transporting participants must have available a portable fire extinguisher and must be accessible to the adult occupants.

(D) Seatbelts must be worn at all times when the vehicle is being operated and when provided.

(i) Facility Standards

(1) Safety.

(A) Program employees will inspect the ~~program-site~~Program Site daily to detect sanitation and safety concerns that might affect the health and safety of the participants. A weekly inspection report will be completed by the ~~program~~Program employees and kept on file by the Recreation Coordinator of Sports and Programs.

(B) Buildings, grounds, and equipment on the ~~program-site~~Program Site will be inspected, cleaned, repaired, and maintained to protect the health of the participants.

~~(C)~~ (C) Program equipment and supplies should be safe for the ~~participants'~~participants' use.

(D) Program must have first aid supplies readily available at each site, during transportation to an off-site activity, and for the duration of the off-site activity.

(E) Air conditioners, electric fans, and heaters must be mounted out of participants reach or have safeguards that keep participants from being injured.

(2) Fire.

(A) In case of fire, danger, explosion or other emergency, ~~program employees'~~the Program employees' first priority is to evacuate the participants to a designated safe area.

(B) Each ~~program-site~~Program Site must have at least one (1) fire extinguisher approved by the Town's fire marshal readily available to all ~~program~~Program employees.

(C) All ~~program~~Program employees will be trained in proper use of fire extinguishers as well as locations of fire extinguishers through the ~~program-site~~Program Site.

(3) Illness or Injury.

(A) A participant who is considered by the Director to be a health or safety concern to other participants or employees will not be admitted to the ~~program~~Program.

(B) Illnesses or injuries will be handled in a manner to protect the health of all participants and employees.

(C) Program employees will follow plans to provide emergency care for injured participants with symptoms of an acute illness as specified in the ~~program~~Program manual.

- (D) Program employees will follow the recommendation of the Texas Department of State Health Services concerning the admission or readmission of any participant after a communicable disease.

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- (A) Parent/(s)/guardian(s) must complete and sign a medication release that provides authorization for ~~program~~Program staff to dispense medication with details as to times and dosages. The release will include a release and hold harmless exculpatory clause to protect the Town.
- (B) Prescription medications must be in the original containers labeled with the ~~participants'~~participant's name, a date, directions, and the physician's name. The prescribing physician must provide written guidelines. Program employees will administer medication only as stated on the label. Program employees will not administer medication after the expiration date.
- (C) Non-prescription medications are labeled with the ~~participant's~~participant's name and the date the medication was brought to the ~~youth program.~~Program. Non- prescription medication must be in the original container. The ~~program~~Program employees will administer medication only according to the label directions and with written parental or guardian permission.
- (D) Medications dispensed will be limited to those not requiring special knowledge or skills on the part of the ~~program~~Program employees.
- (E) Program employees will ensure medications are inaccessible to participants. If necessary, medication will be kept in the refrigerator.

(5) Special Needs.

- (A) Every reasonable accommodation will be made to address special needs participants and participants with disabilities.
- (B) For health and safety reasons, special needs or disabled participants must provide a personal attendant for assistance in feeding, changing of clothes, and using the restroom if needed.

(6) Toilet Facilities.

- (A) The ~~program-site~~Program Site will have toilets located inside and equipped so participants can use them independently and ~~program~~Program employees can monitor as needed.
- (B) There must be one (1) flush toilet for every thirty (30) participants. Urinals may be counted in the ratio of toilets to participants, but must not exceed 50% of the total number of toilets.
- (C) An appropriate and adequate number of lavatories will be provided.

(7) Sanitation.

- (A) Program ~~sites~~Sites must have adequate light, ventilation, air conditioning, and heat.
- (B) The ~~program~~Program must have an adequate supply of water meeting the standards of the Texas Department of Health for drinking water and ensure that it will be supplied in a safe and sanitary matter.
- (C) Employees must see that garbage is removed from buildings daily~~.~~.”

**TOWN OF TROPHY CLUB, TEXAS
ORDINANCE NO. 2024-XX**

AN ORDINANCE OF THE TOWN OF TROPHY CLUB, TEXAS, AMENDING SECTION 1.08.001 ENTITLED “YOUTH PROGRAMS STANDARDS OF CARE” OF CHAPTER 1, ARTICLE 1.08 “PARKS AND RECREATION”, DIVISION 1 OF THE CODE OF ORDINANCES, TOWN OF TROPHY CLUB, TEXAS, TO AMEND AND ADOPT THE “YOUTH PROGRAMS STANDARDS OF CARE”; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENTS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Trophy Club, Texas (the “Town”) is a home rule municipality acting under its Town Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, pursuant to the Town Charter and Texas law, the Town Council is empowered to adopt ordinances and rules for the good government of the Town; and

WHEREAS, pursuant to Section 42.041(b)(14) of the Texas Human Resources Code, the Town is required to abide by the established requirements for exempting recreational programs operated by municipalities for elementary-age (ages 5-13) children from childcare licensing requirements; and

WHEREAS, in order for the Town to receive exempt status for a youth recreation program, the Town must adopt the standards of care by ordinance after a public hearing for the program; and

WHEREAS, the Town Council desires to amend the “Youth Programs Standards of Care” codified in Section 1.08.001 of the Code of Ordinances, Town of Trophy Club, Texas; and

WHEREAS, the Town Council hereby finds and determines, in the exercise of its governmental functions and legislative authority, that adopting this ordinance is in the best interest of the Town and the public health, safety, and general welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, THAT:

**SECTION 1.
INCORPORATION OF PREMISES**

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

**SECTION 2.
AMENDMENT**

Section 1.08.001 of the Code of Ordinances, Town of Trophy Club, Texas, entitled “Youth Programs Standards of Care” of Chapter 1 “General Provisions”, of Article 1.08 “Parks and Recreation”, of Division 1 “Generally”, is hereby amended and replaced in its entirety to adopt and establish the new “Youth Programs Standards of Care” to read as follows:

“Section 1.08.001 **Youth Programs Standards of Care.**

(a) Purpose. The following Youth Programs Standards of Care (the “Standards of Care”) are intended to be the minimum standards by which the Town Parks and Recreation Department will operate the Town’s Youth Programs. These programs operated by the Town are recreational in nature and are not licensed by the State of Texas, nor operated as day care programs. Adoption of these Standards of Care will allow the Town to qualify as being exempt from the licensing requirements of the Texas Human Resources Code, in accordance with Section 42.041(b)(14).

(b) Definitions. For the purpose of this division, the following terms, phrases, words, and their derivation shall have the meaning given herein:

Department. Town of Trophy Club Parks and Recreation Department.

Director. Town of Trophy Club Parks and Recreation Director or designee.

Employee or Counselor. A person who has been hired to work for the Town and has been assigned responsibility for managing, administering, or implementing some portion of the Town’s Youth Programs.

Parent(s). A parent or guardian who has legal custody and authority to enroll a child in the Town’s Youth Programs.

Parent Handbook. Booklet of camp policies, procedures, required forms, organizational, and programming materials relevant to the Town’s Youth Programs.

Participant. A youth whose parent(s) have completed all required registration procedures and who has been determined to be eligible for the Town’s Youth Programs.

Program Site. Trophy Club Municipal Utility District’s Annex Building.

Recreation Coordinator. The Town’s full-time programmer who has been assigned administrative responsibility for the Town’s Youth Program or designee.

Recreation Superintendent. The Town’s full-time supervisor who has been assigned

managerial responsibility for the Town's Youth Program or designee.

Summer Adventure Camp. The Town's Youth Program during the summer.

Town. Town of Trophy Club.

Town Council. Town Council of the Town.

Youth Program or Program. A town-sponsored recreational program for youth that may be offered by the Department after school, during the summer, during holidays, or during intersession. The term does not include any program or activity to which attendees are free to come and go at will without regard to the presence of a parent or other responsible adult to care for them.

(c) General Information/Administration.

- (1) The governing body of the Youth Program is the Town Council.
- (2) Implementation of the Standards of Care for Youth Programs is the responsibility of the Parks and Recreation Director and Parks and Recreation Department employees.
- (3) The Standards of Care apply to all Youth Programs operated by the Department including, but not limited to, the Summer Adventure Camp.
- (4) A current copy of the Standards of Care shall be made available for public view at Town Hall and the Program Site.
- (5) Parents of participants will be provided access to a current copy of the Standards of Care through the Town's website.
- (6) Criminal background checks will be conducted on prospective Youth Program employees, when applicable. If results of the criminal check indicate that an applicant has been convicted of any of the following offenses, he or she will not be considered for employment:
 - (A) A felony or misdemeanor classified as an offense against a person or family;
 - (B) A felony or misdemeanor classified as public indecency;
 - (C) A felony or misdemeanor violation of any law intended to control the possession or distribution of any controlled substance;
 - (D) Any offense involving moral turpitude; or
 - (E) Any offense that is deemed to potentially put the Town or Youth Program participants at risk.
- (7) Standards of Care Review: Standards will be reviewed annually and approved by ordinance by the Town Council after a public hearing is held in accordance with Section 42.041(b)(14) of the Texas Human Resources Code.

(d) Inspection/Monitoring/Enforcement.

Standards of Care established by the Town will be monitored and enforced by the Town

Departments responsible for their respective areas as identified below.

- (1) Health and safety standards will be monitored and enforced by the Town's Police, Fire, and Code Enforcement Departments, as applicable.
 - (2) The Recreation Coordinator of Sports and Programs will make twice weekly visual inspections of the Program.
 - (3) Complaints regarding enforcement of the Standards of Care shall be directed to the - Recreation Superintendent. The Recreation Superintendent will be responsible to take the necessary steps to address the complaint and resolve the problem, if any. Complaints regarding enforcement of the Standards of Care and resolution of complaints arising under the Standards of Care shall be recorded by the Recreation Superintendent. All complaints regarding enforcement of the Standards of Care where a deficiency is noted will be forwarded to the Director with the complaint and the resolution noted.
- (e) Enrollment. Before a child may become a participant, a parent/guardian must complete and sign registration forms that contain information pertaining to the participant and their parent(s). All of the following information must be provided:
- (1) Name, address, and telephone number;
 - (2) Parent/Guardian's name, address, and telephone numbers during program hours;
 - (3) Emergency contacts including names and phone number during program hours;
 - (4) Names and driver's license numbers of people to whom the child may be released;
 - (5) A statement of the child's special problems, needs, or medical conditions;
 - (6) Emergency medical authorization;
 - (7) Permission for field trips; and
 - (8) Liability Waiver.
- (f) Suspected Abuse.
- (1) Program employees must report suspected child abuse or neglect in accordance with the Texas Family Code. In the case where a Town employee is involved in an incident with a child that could be construed as child abuse, the incident must be reported immediately to the Recreation Superintendent or Director. The Recreation Superintendent or Director will immediately notify the Police Department and any other agency as may be appropriate.
 - (2) Texas law requires the staff of these Programs to report any suspected abuse or neglect of a child to the Texas Department of Protective and Regulatory Services or a law enforcement agency. Failure to report suspected abuse is punishable by fine up to \$1,000 and/or confinement up to 180 days. Confidential reports may be made by

calling 1-800-252-5400.

(g) Staffing - Responsibilities and Training.

(1) Recreation Superintendent and Recreation Coordinator:

- (A) The Recreation Superintendent and Recreation Coordinator assigned are full-time, professional employees of the Town and will be required to have all the same qualifications as outlined in Subsection (g)(2).
- (B) The Recreation Superintendent and Recreation Coordinator must meet the minimum education/experience requirements for employment with the Town to plan and implement recreation activities.
- (C) The Recreation Superintendent and Recreation Coordinator must be able to pass a background investigation including a test for illegal substances.
- (D) The Recreation Superintendent and Recreation Coordinator must have a current certification in First Aid, Cardiopulmonary Resuscitation (CPR) and AED. All certifications must be current during the operation of the Program.
- (E) The Recreation Superintendent is responsible for managing and administering all aspects of the Program operations in Compliance with the adopted Standards of Care.
- (F) The Recreation Coordinator is responsible for providing administrative support for the Programs' daily operations in compliance with the adopted Standards of Care.
- (G) The Recreation Superintendent is responsible for hiring, supervising, and evaluating Recreation Leaders and Recreation Aides.
- (H) The Recreation Superintendent is responsible for managing and overseeing the planning, implementation, and evaluation of the Programs.
- (I) The Recreation Coordinator is responsible for assisting with the planning, implementing, and evaluating the Programs.

(2) Youth Program Staff:

- (A) The Program employees include Recreation Leaders and Recreation Aides.
- (B) Program employees may be full-time, part-time, or seasonal employees of the Town.
- (C) Program employees shall be age 16 or older; however, each Program Site will have at least one employee age 21 or older on site at all times.
- (D) Program employees should consistently exhibit competency, good judgment, and self-control when working with participants.

- (E) Program employees must treat participants with courtesy, respect, tolerance, and patience.
 - (F) Program employees must have a current certification in First Aid, Cardio Pulmonary Resuscitation (CPR) and AED. All certifications must be current during the operation of the Program.
 - (G) Program employees must pass a background investigation when applicable, including testing for illegal substances.
 - (H) Program employees will be responsible for providing participants with an environment in which they can feel safe, enjoy wholesome recreation activities, and participate in appropriate social opportunities with their peers.
 - (I) Program employees will be responsible to know and adhere to all Town, Departmental, and Program standards as well as policies and procedures that apply to the Programs.
 - (J) Program employees must ensure that participants are only released to a parent or authorized person, designated by the parent or guardian. If a parent wishes their child to sign in or out without a parent or authorized person available, then the parent must provide specific, written authorization.
- (3) Training and Orientation:
- (A) The Department is responsible for providing training and orientation to Program employees in working with children and for specific job responsibilities.
 - (B) Program employees will be provided with a staff manual.
 - (C) Program employees must be familiar with the Standards of Care as adopted by the Town Council.
 - (D) Program employees must be familiar with the program policies including discipline, guidance, and release of participants as outlined in the staff manual.
 - (E) Program employees will be trained with appropriate procedures to handle emergencies.
 - (F) Program employees will be trained in areas including Town departmental program policies, procedures, leading activities, and safety issues.
 - (G) Program employees will be required to sign an acknowledgement that they have received the required training.

(h) Operations

(1) Staff to Participant Ratio.

- (A) The standard ratio of participants to staff is 1:15 based on average daily attendance. In the event a Program employee is unable to report to the Program

Site, the Recreation Coordinator of Sports and Programs will assign a replacement.

- (B) Program employees are responsible for being aware of the participants' habits, interests, and special needs as identified by the participants' parent(s)/guardian(s) during the registration process.

(2) Discipline.

- (A) Program employees will implement discipline and guidance in a consistent manner based on the best interest of Program participants.
- (B) There will be no cruel treatment or harsh punishment of Program participants.
- (C) Program employees may use brief, supervised separation from the group if necessary.
- (D) As necessary, program employees will initiate behavior reports to the parents or guardians of participants. Parents will be asked to sign the behavior reports to indicate they have been advised about specific problems or incidents.
- (E) A sufficient number and/or severe nature of a discipline report(s) as indicated in the program manual may result in a participant being suspended from the Program.
- (F) In instances where there is a danger to other participants or staff, offending participants will be removed from the Program Site as soon as possible.

(3) Programming.

- (A) Program employees will attempt to provide activities for each group according to the participants' age, interests, and abilities. The activities will be appropriate to the participants' health, safety, and well-being. The activities must be flexible and promote the participants' emotional, social, and mental growth.
- (B) Program employees will attempt to provide indoor and outdoor time periods to include:
 - (i) Alternating active and passive activities;
 - (ii) Opportunity for individual, small and large group activities; and
 - (iii) Outdoor time each day as weather permits.
- (C) Program employees will be attentive and considerate of the participants' safety on field trips and during any transportation provided by the Program.
 - (i) During trips, program employees must have access to emergency medical forms and emergency contact information for each participant;
 - (ii) Program employees must have a written list of participants in the group and must check the roll frequently, specifically before departure to and from any location; and

- (iii) Program employees must have first aid supplies and emergency care available on field trips.

(4) Communication.

- (A) Each Program Site will have access to a telephone for use in contacting Department staff or making emergency calls.
- (B) The Recreation Coordinator will make available all of the following telephone numbers to all employees at each site:
 - (i) Emergency services
 - (ii) Trophy Club Police Department dispatch
 - (iii) Parks and Recreation Department
 - (iv) Poison Control
 - (v) Numbers at which parent(s)/guardian(s) may be reached
 - (vi) Recreation Coordinator of Sports and Programs
 - (vii) Recreation Coordinator of Events
 - (viii) Telephone and address for the Program Site itself
 - (ix) Field trip destinations

(5) Transportation.

- (A) Before a participant can be transported to and from Town-sponsored activities, the field trip release statement must be signed by a parent/guardian on the registration form.
- (B) First aid supplies will be available in all Program vehicles that transport children.
- (C) All program vehicles used for transporting participants must have available a portable fire extinguisher and must be accessible to the adult occupants.
- (D) Seatbelts must be worn at all times when the vehicle is being operated and when provided.

(i) Facility Standards

(1) Safety.

- (A) Program employees will inspect the Program Site daily to detect sanitation and

safety concerns that might affect the health and safety of the participants. A weekly inspection report will be completed by the Program employees and kept on file by the Recreation Coordinator of Sports and Programs.

- (B) Buildings, grounds, and equipment on the Program Site will be inspected, cleaned, repaired, and maintained to protect the health of the participants.
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(2) Fire.

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- (C) Employees must see that garbage is removed from buildings daily."

**SECTION 3.
CUMULATIVE**

This Ordinance shall be cumulative of all other provisions of ordinances of the Town, except where the provisions of this Ordinance are in direct conflict with the provisions of such

ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 4. SAVINGS

All rights and remedies of the Town are expressly saved as to any and all violations of the provisions of any other ordinance affecting the subject matter of this Ordinance within the Town which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance, but may be prosecuted until final disposition by the courts.

SECTION 5. SEVERABILITY

The sections, paragraphs, sentences, phrases, clauses, and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause, or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the Town Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6. PUBLICATION

The Town Secretary of the Town of Trophy Club is hereby directed to publish the caption and Effective Date of this Ordinance if required by Section 3.16 of the Town's Charter.

SECTION 7. EFFECTIVE DATE

This Ordinance shall become effective from and after its date of adoption and publication as provided by law, and it is so ordained.

PASSED AND APPROVED by the Town Council of the Town of Trophy Club, Texas this 13th day of May 2024.

Jeannette Tiffany, Mayor

ATTEST:

Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

Dean Roggia, Town Attorney



TOWN COUNCIL COMMUNICATION

MEETING DATE: May 13, 2024

FROM: Tammy Dixon, Town Secretary

AGENDA ITEM: Consider the selection of a Mayor Pro Tem. (Brandon Wright, Town Manager)

BACKGROUND/SUMMARY: In accordance with Section 3.07 of the Town's Charter, the Council, at its first meeting after the election, shall elect one of its members as Mayor Pro Tem. The Mayor Pro Tem shall perform all the duties of the Mayor in the absence or disability of the Mayor. Any Council Member may be nominated to serve as Mayor Pro Tem. To comply with the Town's Home Rule Charter, the Town Council will consider selection of a member of the Town Council to serve as Mayor Pro Tem until the next Town election.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. 3.07 Mayor Pro Tem

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to nominate a Council Member(s) to serve as Mayor Pro Tem and to vote on nominations received.

§ 3.07. Mayor Pro-Tem.

The Council, at its first meeting after election of Councilmembers, shall elect one of its number as Mayor Pro Tem. He shall perform all the duties of the Mayor in the absence or disability of the Mayor.