



# City of Seagoville

## Meeting Agenda

### City Council

City Hall  
702 N. Hwy 175  
Seagoville, Texas 75159

Monday, October 7, 2024

6:30 PM

Council Chambers

**LACKEY STEPPER SEBASTIAN**  
MAYOR

**RICK HOWARD**  
PLACE 1

**ALLEN GRIMES**  
PLACE 4

**PATRICK STALLINGS**  
CITY MANAGER

**JOSE HERNANDEZ**  
PLACE 2

**JON EPPS**  
PLACE 5 – MAYOR PRO TEM

**HAROLD MAGILL**  
PLACE 3

Notice is hereby given that the City Council of the City of Seagoville, Texas will meet in a Regular Called Meeting at 6:30 p.m. for Work Session, and Regular Session will begin at 7:00 p.m., to be held at City Hall, 702 N. Hwy 175 Seagoville, Texas 75159.

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed herein.

The City of Seagoville reserves the right to reconvene, recess or realign any session or order of business at any time prior to adjournment. The purpose of the meeting is to consider the following items:

#### **WORK SESSION – 6:30 PM**

- 1. Call to Order**
- 2. Review and discuss future City Council meeting dates.**
- 3. Receive a presentation regarding software solutions.**
- 4. Discuss Regular Session agenda items.**
- 5. Adjourn**

#### **REGULAR SESSION – 7:00 PM**

- 6. Call to Order**
- 7. Invocation**
- 8. Pledge of Allegiance**
- 9. Mayor's Report**
- 10. Citizen's Comments**

This portion of the meeting is to allow each speaker up to six (6) minutes to address the council on items not posted on the current agenda. City Council may not discuss these items but may respond with factual data or policy information or place the item on a future agenda. Anyone wishing to speak should submit a Speaker Request Form to the City Secretary.

**Consent Agenda**

- 11. Consider approving the City Council meeting minutes: September 16, 2024.**
- 12. Consider a Resolution approving the terms and conditions of an Interlocal Agreement between the City of Seagoville and Dallas County Health and Human Services for food establishment inspections and environmental health services for Fiscal Year 2024-2025 and authorizing the City Manager to execute said agreement.**
- 13. Consider a Resolution authorizing the Mayor to execute the Household Hazardous Waste Interlocal Agreement between the City of Seagoville and Dallas County, said Agreement to be effective from October 1, 2024, until September 30, 2025.**
- 14. Consider a Resolution authorizing the City Manager to enter into a service agreement with Motorola Solutions approving the terms and conditions of the agreement between the City of Seagoville and Motorola.**
- 15. Consider a Resolution authorizing the City Manager to enter into a work order (agreement) with the City of Garland, Texas in accordance with and governed by the Master Interlocal Radio Service Agreement between the cities.**
- 16. Consider a Resolution authorizing the purchase of three (3) 2025 ford interceptor police SUV vehicles at a total cost of two hundred ninety-eight thousand six hundred fifty dollars and twenty-seven cents (\$298,650.27) from Holiday Ford.**
- 17. Consider a Resolution approving an agreement for professional engineering services on a task order basis for on-call consultation services related to water and wastewater engineering services with Halff Associates, Inc., in an amount not to exceed sixty thousand dollars (\$60,000.00); authorizing the City Manager to execute said agreement.**
- 18. Consider a Resolution approving an agreement for professional engineering services on a task order basis for on-call consultation services related to water and wastewater engineering services with Garver LLC, in an amount not to exceed fifty thousand dollars (\$50,000.00); authorizing the City Manager to execute said agreement.**
- 19. Consider a Resolution approving an agreement for professional engineering services Garver, LLC for the purpose of providing engineering services for the Ard Road pump station to Seagoville Road 18" water line; in an amount not to exceed one hundred one thousand one hundred twenty-two one dollars and seventy-five cents (\$101,122.75); authorizing the City Manager to execute said agreement.**

**Public Hearing**

- 20. Conduct a public hearing and consider an Ordinance amending the Comprehensive Zoning Ordinance and Map by changing the zoning from "LR" Local Retail TO "LR-SUP" Local Retail with a Special Use Permit to allow for landing field use associated with drone delivery service at 220 N C F Hawn Fwy, commonly known as 220 N U.S. Highway 175, Seagoville, Dallas County, Texas.**

21. **Conduct a public hearing and consider an Ordinance amending the Comprehensive Zoning Ordinance and Map by changing the zoning from "LR" Local Retail TO "LR-SUP" Local Retail with a Special Use Permit authorizing a monopole communications tower to be located at 900 N U.S. Highway 175, Seagoville, Dallas County, Texas.**

#### **Regular Agenda**

22. **Discuss and consider granting The Way Church (Pastor Dennis Childress, authorized representative) use of City-owned property at the intersection of Malloy Bridge Road and Kaufman Street for a public event October 12, 2024.**
23. **Discuss and consider granting Todd Brisbon the use of the City's logo in connection with the skate park and for the limited purpose of the creation of a commemorative skateboard.**
24. **Discuss and consider an Ordinance providing for stop signs to be installed at the intersection of South Crestview and an unnamed minor street located between 810 E. Malloy Bridge Road and 190 S. Crestview; authorizing the City Manager to cause the appropriate signage to be erected.**
25. **Discuss and consider a Resolution Approving a human capital management - Master Software as a Service ("SaaS") License Agreement with PM AM Corporation for software application service to manage City's Police Department Workforce in an amount not to exceed \$3,250.00 annually, authorizing the City Manager to execute all necessary and related documents.**
26. **Discuss and consider a Resolution authorizing Anderson Asphalt & Concrete Paving to provide asphalt road repair work on Malloy Bridge Road for compensation in an amount not to exceed ninety-nine thousand and four hundred dollars and zero cents (\$99,400.00); authorizing the City Manager to execute any and all necessary documents.**
27. **Discuss and consider a Resolution approving an agreement for professional engineering services with Garver, LLC for the purpose of providing engineering services for the Seagoville Plaza Sanitary Sewer Extension, in an amount not to exceed seventy-one thousand seven hundred seventy-eight dollars and fifty cents (\$71,778.50); authorizing the City Manager to execute said agreement.**
28. **Discuss and consider a Resolution approving an agreement with Granicus, LLC, A Minnesota Limited Liability Company for software and subscription services in an amount not to exceed \$10,721.89 for one-time fees and \$45,682.50 for annual subscription fees; authorizing the City Manager to execute all necessary and related documents.**
29. **Items of community interest and councilmember reports.**

Pursuant to Section 551.0415 of the Texas Government Code, the City Council or City Administration may report information on the following items: 1) expression of thanks, congratulations, or condolences, 2) information about holiday schedules, 3) recognition of individuals, 4) reminders about upcoming City events, 5) information about community events, 6) announcements involving an imminent threat to public health and safety.

**EXECUTIVE SESSION**

The City Council will convene into closed Executive Session pursuant to:

30. Texas Govt. Code Section 551.074 Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee:
  - A. Alternate Municipal Court Judge
  - B. City Manager
  - C. City Secretary
  - D. City Attorney

**REGULAR SESSION**

31. Take any necessary action as a result of Executive Session.
32. Discuss future agenda items.
33. Adjourn

**CERTIFICATE**

I certify that the above Notice of Meeting was posted on the bulletin board at the City Hall of the City of Seagoville, Texas on this 3<sup>rd</sup> day of October 2024, by 5 p.m.

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Sara Egan, City Secretary

The City of Seagoville does not discriminate based on disability in the admission or access to, or treatment or employment in, its programs or activities. If you have a request for services that will make this program accessible to you, please contact the City of Seagoville at least 72 hours in advance at (972) 287-6819 or email [citysecretary@seagoville.us](mailto:citysecretary@seagoville.us) . (TDD access 1-800-RELAY-TX)

**UPCOMING DATES:**

- Monday, October 14, 2024, HOLIDAY
- Monday, October 21, 2024, Regular City Council Meeting



TO: Mayor and City Council  
FROM: Sara Egan, City Secretary  
DATE: October 7, 2024  
ITEM: 2  
DESCRIPTION: Review and discuss future City Council meeting dates.

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### **INTRODUCTION**

This agenda item is to review the 2025 calendar.

### **BACKGROUND**

This is a review of future City Council meeting dates. City holiday dates have been included to provide additional context. Except for January, all other months have two regularly scheduled meetings. The special meeting dates are the anticipated dates for the Budget Workshop. This item will be brought back to City Council to approve under consent at the next regular meeting date.

Home Rule Charter, Article 3, Section 3.10(a) Meetings of the City Council:

*Regular Meetings: The City Council shall hold at least one (1) regular meeting each month and as many additional meetings as it deems necessary to transact the business of the City.*

### **RECOMMENDATION**

This item will be presented for approval at the next meeting date.

### **ATTACHMENTS**

1. 2025 Calendar

## 2025 City Council Meeting Dates

*Meetings are typically held 1st & 3rd Monday of the month. Changes may occur due to holidays or conflicts.*

January 2025						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
31						

January	Description	Event Type
01/01/25 (Wed)	New Year's Day	Holiday
01/20/25 (Mon)	Martin Luther King, Jr.	Holiday
01/13/25 (Mon)		Regular Meeting

February 2025						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

February	Description	Event Type
02/03/25 (Mon)		Regular Meeting
02/17/25 (Mon)	Presidents Day	Holiday
02/24/25 (Mon)		Regular Meeting

March 2025						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

March	Description	Event Type
03/03/25 (Mon)		Regular Meeting
03/17/25 (Mon)		Regular Meeting

April 2025						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April	Description	Event Type
04/07/25 (Mon)		Regular Meeting
04/21/25 (Mon)		Regular Meeting

May 2025						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

May	Description	Event Type
05/05/25 (Mon)		Regular Meeting
05/19/25 (Mon)	Mid Year Budget Projections	Regular Meeting
05/12/25 (Mon)	Canvass Election Results	Special Meeting
05/26/25 (Mon)	Memorial Day	Holiday

June 2025						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

June	Description	Event Type
06/02/25 (Mon)		Regular Meeting
06/19/25 (Thu)	Juneteenth National Independence Day	Holiday
06/16/25 (Mon)		Regular Meeting

## 2025 City Council Meeting Dates

*Meetings are typically held 1st & 3rd Monday of the month. Changes may occur due to holidays or conflicts.*

July 2025						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

July		
07/07/25 (Mon)		Regular Meeting
07/03/25 (Thu)	Independence Day	Holiday
07/21/25 (Mon)		Regular Meeting
07/28/25 (Mon)	Budget Workshop	Special Meeting

August 2025						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August		
08/04/25 (Mon)		Regular Meeting
08/18/25 (Mon)	Present Budget Overview	Regular Meeting

September 2025						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

September		
09/01/25 (Mon)	Labor Day	Holiday
09/08/25 (Mon)	Public Hearing and Budget Adoption	Regular Meeting
09/11/25 (Thu)	Firefighter Holiday	Holiday
09/15/25 (Mon)	Public Hearing and Tax Rate Adoption	Regular Meeting

October 2025						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

October		
10/06/25 (Mon)		Regular Meeting
10/13/25 (Mon)	Columbus Day	Holiday
10/20/25 (Mon)		Regular Meeting

November 2025						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

November		
11/03/25 (Mon)		Regular Meeting
11/11/25 (Tue)	Veterans Day	Holiday
11/17/25 (Mon)		Regular Meeting
11/26/25 (Wed)	Thanksgiving Day	Holiday
11/27/25 (Thu)	Thanksgiving Day	Holiday

December 2025						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

December		
12/01/25 (Mon)		Regular Meeting
12/15/25 (Mon)		Regular Meeting
12/25/25 (Thu)	Christmas Day	Holiday

**This is an annual forecast. Meeting dates are subject to change.**



TO: Mayor and City Council  
FROM: Sara Egan, City Secretary  
DATE: October 7, 2024  
ITEM: 3  
DESCRIPTION: Receive a presentation regarding software solutions.

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**INTRODUCTION**

Receive a presentation regarding the Granicus software subscription package.

**BACKGROUND**

During the budget process for FY 2025, City Council approved funds to be set aside for the acquisition of software solutions for functions under the City Secretary's Office such as the management of meeting agendas and recording, board appointments, and requests for records.

**ESTIMATED FINANCIAL IMPACT**

Initial Integration Cost \$10,721.89  
Annual Subscription \$44,673.82

Cooperative Purchasing through TIPS 220105

**RECOMMENDATION**

This item will be presented under the Consent Agenda for approval at the next meeting date.

**ATTACHMENTS**

1. Product - Peak (Agenda)
2. Product - Swagit (Video)
3. Product - Boards & Commissions
4. Product - GovQA (PIR)

# Peak

For easy agenda management  
- from prep to publish

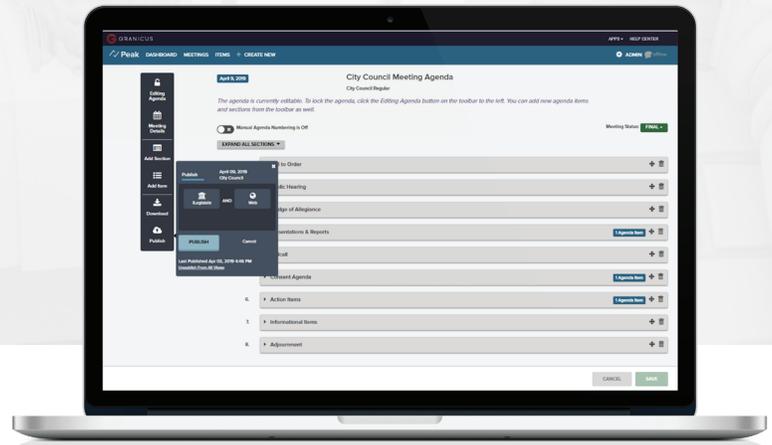
## DID YOU KNOW

# 50-75%

of staff time is wasted  
creating agendas and  
minutes manually?

## The Peak Advantage

- Sleek and intuitive design
- Unparalleled accessibility
- Innovative collaboration and communication tools
- Seamless integrations with many other Granicus products and solutions for an efficient and simple-to-use system.



## Streamline Your Meeting Process with Peak

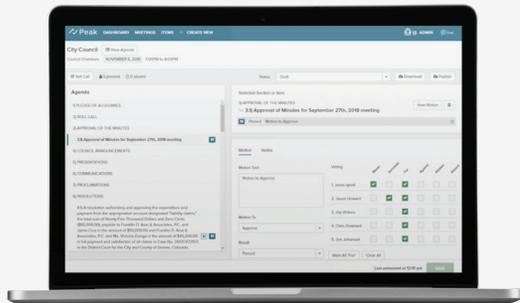
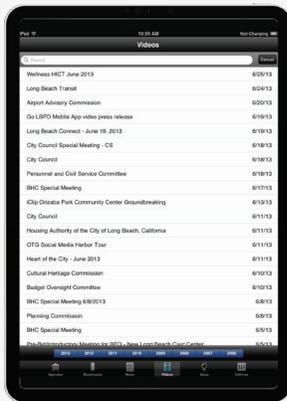
An intuitive and flexible cloud-based agenda management software for small to medium governments, Peak helps clerks recover valuable time and costs while gaining control of the agenda and meeting process. It's why clerks across the country put Peak at their fingertips.

## What If You Could...

- ✓ **Get hours back in your day** to focus on important initiatives by streamlining the agenda and meeting process?
- ✓ **Reduce wasteful printing and paper costs** by digitizing agenda preparation and distribution?
- ✓ **Ensure regulatory compliance** with ADA-friendly meeting materials and adherence to sunshine laws?
- ✓ **Reduce time spent fielding public info requests** by making information easily accessible to the public?

“It's so much easier and less time-consuming to create an agenda with Peak. The software has made the job easier — more fluid. The logistical improvements are fantastic.”

- Shane Pepe, Borough Manager, Borough of Emmaus, Penn.



## With Peak You Can...

### Simplify the agenda creation process

- Generate professional and polished agendas and minutes documents in seconds with a built-in template system.
- Route items through a sequential, automated approval process.
- Notify assigned users when new items are ready for their review.
- Create unique item forms for each of your document types – resolutions, contracts, ordinances and more.
- Publish agendas and minutes to your website in one click.
- Be well-prepared for meetings with research tools and access to recordings of past meeting.
- Save thousands of dollars off paper and printing costs each month.

### Move Council and Board members from paper to digital with Legislate

- Easily transition Council and Board members to digital agendas with the straightforward Legislate web-based application.
- Council and Board members can take notes, bookmark, and mark-up documents on their own digital versions.

### Optimize accessibility and transparency

- Automate publishing to an online, searchable web portal.
- Generate and publish ADA-friendly agendas and minutes for public consumption.
- Enable social media sharing for increased awareness.
- Send subscriber notifications to improve engagement.

## Granicus Meetings: A Solution for Every Situation Busy Clerks Choose Peak



About Granicus: More than 6,000 government agencies use Granicus to modernize their online services, web presence, and communications strategies. We offer seamless digital solutions that help government actively reach, inform, and engage citizens on the first unified civic engagement platform for government.



# Swagit EASE Video

Best-in-Class Video for Best-in-Class Engagement

A partially-managed, fully automated streaming media service plan



## The Only Partially-Managed Video Streaming Solution Built Especially for Government

Swagit's flagship product, EASE™ — the Extensible Automated Streaming Engine — is a partially-managed video streaming and broadcast system for public meetings and archiving videos for on-demand viewing. The EASE™ software framework contains both foundation and extension modules that work together to automate many otherwise manually intensive tasks.

Customer videos are automatically forwarded to Swagit's managed services division, where they are accurately transcribed, time-stamped, and indexed to the meeting's agenda before being published to the client's website — freeing your staff to focus on other projects. Best-in-industry captioning is also available.

EASE™ is regularly updated for optimal delivery to end-users using emerging technology. It evolves with your organization and continuously meets and exceeds the streaming media needs of government and expectations of the public.

## Features

- HD
- Full-service video indexing and cross linking
- Agenda integration with video player
- Archiving and indexing by metadata and Sound Search™
- Captioning options for live and on-demand
- Open API integration with agenda management solutions
- Responsive support and customer service



# Boards and Commissions

Simplified board management  
for local government

## DID YOU KNOW

# 750 Hours

of staff time is spent each year on average managing board processes?

## The Boards and Commissions Advantage

- Sleek and intuitive design makes it easy to learn
- Flexible configuration to meet your specific needs
- Automated emails reduce repetitive work
- Advanced permissions settings enhances security and streamlines task management
- Accessible design ensures everyone has equal access to board information
- Integrates with govMeetings agenda management solutions VoteCast, govDelivery, and more.



## Easily Manage Advisory Boards and Fill Seats Faster

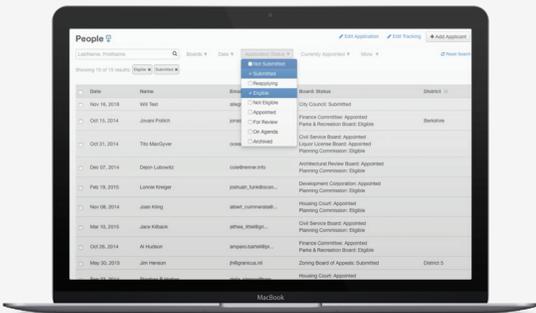
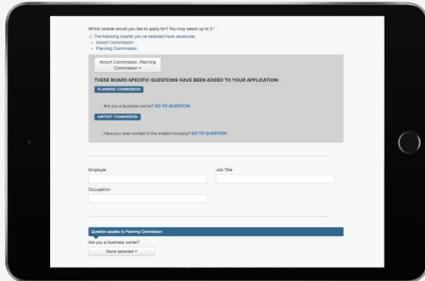
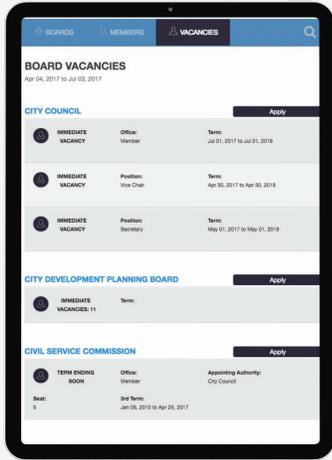
An end-to-end board management solution for municipalities and counties, Boards and Commissions helps clerks and board liaisons save hundreds of hours each year while filling board seats with qualified candidates faster.

## What If You Could...

- ✓ **Save staff time** by automating manual board management tasks and communications?
- ✓ **Increase qualified applicants** and fill board positions faster?
- ✓ **Improve transparency and accessibility** by ensuring your webpage is up to date and compatible with sight readers?

“ For the first time, we’ve been able to fill each board position before it expired — up to 98%!”

Bobbi Pirkola, City Clerk, Duluth, Minn.



## With Boards and Commissions You Can...

### Simplify the board management process

- Get an instant view of board position statuses, member demographics, and upcoming vacancies with an intuitive dashboard.
- Narrow in on qualified candidates with automated position requirement filters.
- Instantly generate reports on candidates, vacancies, boards, appointments and more.
- Customize and automate board-related emails to eliminate manual email communications and complete required documentation faster.
- Automatically update your boards and commissions public-facing web page in real-time - without using IT personnel or resources.

### Make applying easy, fill seats faster

- Display and promote vacancies on your existing website in real time.
- Accept applications online with the ability to attach all required documentation.
- Allow applicants to save applications and complete in multiple sessions.
- Remind applicants when an application is abandoned.
- Easily process, share, and manage applications.

### Securely store and track board data in the cloud

- Move board records online for secure, accessible storage—applications, reports, and documents.
- Track board and member statistics, such as demographics.
- Make budgeting easy with unlimited data, boards and users.

## Granicus Meetings: A Solution for Every Situation Busy Clerks Choose Granicus



About Granicus: More than 6,000 government agencies use Granicus to modernize their online services, web presence, and communications strategies. We offer seamless digital solutions that help government actively reach, inform, and engage citizens on the first unified civic engagement platform for government.

# Public Record Request Management

## Automated Workflow for Government Compliance

When the public, journalists, lawyers and other governments request documents from you, the countdown begins. Manually tracking complex, voluminous requests to stay compliant is stressful and insecure litigation looms. Automation is key. GovQA simplifies secure collaboration and compliance with all internal and external parties from intake to final reporting.

1

### INTAKE

- **Public portal** with your look & feel means a seamless request process
- **Patent-pending deflection** tools deliver requested information in-line and before a request is submitted for reduced request volume and workload

2

### VET

- **Secure admin portal** for automated communications
- **Link duplicates** to eliminate redundant work
- Create **estimates/invoices**

3

### GATHER & TRACK

- **Tiered request processing** makes it easy to collaborate, delegate, and track complex requests
- At-a-glance **status indicators** and in-app **Notification Center** reduce email clutter
- **Exchange Requests™** allow you to securely gather information from external agencies and non-government entities (like attorneys)

4

### REVIEW

- **In-tool Redaction™** increases security and reduces steps to successful redaction
- **Text search, pattern match & redact similar** eliminate accidental release of PII
- **Automated exemption logs** ensure compliance

5

### RESPOND

- **Configurable templates** for standardized, secure release of files to the public portal
- **No file size limitations** means no stress in dealing with large files

6

### REPORT

- **Dashboards & full audit trail** make reporting easy
- **Customize and schedule reports** for a big picture understanding of your organization's status



TO: Mayor and City Council  
FROM: Sara Egan, City Secretary  
DATE: October 7, 2024  
ITEM: 11  
DESCRIPTION: Consider approving the City Council meeting minutes: September 16, 2024.

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**RECOMMENDATION**

Recommend approval of the meeting minutes.

**ATTACHMENTS**

1. September 16, 2024 Minutes



# City of Seagoville

## Meeting Minutes

### City Council

City Hall  
702 N. Hwy 175  
Seagoville, Texas 75159

Monday, September 16, 2024

6:30 PM

Council Chambers

Present: Mayor Lackey Sebastian, Mayor Pro Tem Jon Epps, Councilmember Rick Howard, Councilmember Jose Hernandez, Councilmember Harold Magill and Councilmember Allen Grimes

Also present were City Manager Patrick Stallings, Asst. City Attorney Autumn Keefer, and City Secretary Sara Egan.

The City Council of the City of Seagoville met in a Regular Called Meeting on Monday, September 9, 2024, at 6:30 p.m. in the Council Chamber at City Hall, 702 N. Hwy 175, Seagoville, Texas.

#### **WORK SESSION – 6:30 PM**

##### **1. Call to Order**

Mayor Sebastian called the Work Session to order at 6:30 p.m.

##### **2. Receive project updates and event information.**

Director of Health Services Mamata Bhandari presented on the Tire Recycling Collection Event to be held September 23-30.

Director of Economic Development Kirk McDaniel presented on the interior and exterior improvements of the restaurant building on Kaufman.

Administrative Sergeant Colby Graham present the history and purpose of National Night Out to be held October 1.

##### **3. Discuss Regular Session agenda items.**

There were no questions.

##### **4. Adjourn**

Mayor Sebastian adjourned the Work Session at 6:42 p.m.

#### **REGULAR SESSION – 7:00 PM**

##### **5. Call to Order**

Mayor Sebastian called the Regular Session to order at 7:01 p.m.

##### **6. Invocation**

Councilmember Magill led the invocation.

##### **7. Pledge of Allegiance**

City Council led the pledge of allegiance.

##### **8. Announcements, Recognitions, and Proclamations:**

###### **A. Present a Certificate of Merit**

Assistant Police Chief Steve Davis recognized Officer Josiah Beck.

###### **B. Introduction of City Staff and Video**

Director of Finance Gail French introduced the Utility Billing staff and recognized them for their exemplary work.

Director of Health Services Mamata Bhandari introduced the Code Officers and recognized their exemplary work in the field.

A video was presented to demonstrate staff talents.

**C. Present ICMA Video**

Mr. McDaniel briefed City Council on the ICMA video, the full video was presented.

**D. Present a Proclamation**

Mayor Sebastian read and presented the proclamation to Dallas County Commissioner John Wiley Price and Community Development staff.

**9. Mayor's Report**

- Chick-Fil-A completed the meter release inspection confirming electrical systems are safely and properly installed, allowing the site to receive power and operate as intended.
- The Seagoville Public Library has successfully met all accreditation criteria and has been officially recognized as a fully qualified member of the Texas Library System.
- On Tuesday, October 1st, the citizens of Seagoville are invited to join us at the 41st Annual National Night Out event to be held at Bruce Central Park from 6-8 p.m.

**10. Citizen's Comments**

- 1) Sandra Waggoner, Seagoville, TX, spoke regarding the response she received from Oncor related to streetlights.

City Manager Pat Stallings responded that he would be contacting her along with staff to investigate her request for streetlights.

**Consent Agenda**

Councilmember Magill made a motion to approve the Consent Agenda item 11, seconded by Councilmember Howard. The motion passed unanimously (5/0).

**11. Consider approving the City Council meeting minutes: September 9, 2024.****Public Hearing****12. Conduct a public hearing to receive citizen input on the proposed tax rate of \$0.710932 per \$100 valuation, which is greater than the no new revenue tax rate calculated by the Dallas County Tax Assessor/Collector of \$0.676367 per 100 and not greater than the voter-approval tax rate of .710933 per \$100. This rate will raise more revenue from property taxes than last year's budget by an amount of \$810,146.**

Mayor Sebastian opened the public hearing at 7:37 p.m.

Ms. French briefed City Council and the public on the budget process.

Mayor Sebastian invited members of the public to speak. No one spoke in favor or against.

Mayor Sebastian closed the public hearing at 7:38 p.m.

**13. Conduct a public hearing on the levy of assessments on property within Improvement Area #2 of the Stonehaven Public Improvement District.**

Mayor Sebastian opened the public hearing at 7:39 p.m.

Mr. McDaniel briefed City Council and explained the purpose of this process is to ensure that new residential property to be included in the 2025 tax rolls.

Mayor Sebastian invited members of the public to speak. No one spoke in favor or against.

Mayor Sebastian closed the public hearing at 7:40 p.m.

**Regular Agenda****14. FIRST READING: Discuss and consider a Resolution approving the Seagoville Economic Development Corporation's action authorizing the negotiation and execution of a first amendment to the corporation's build-out agreement with Agron Rexha, Doing Business as Goni Construction, for additional items related to the build-out of restaurant facilities at 101 And 103 North Kaufman; authorizing disbursement of SEDC funds therefor; and providing an effective date.**

Mayor Sebastian read item 14 into the record.

- 15. Discuss and consider an Ordinance adopting and levying ad valorem taxes for the tax year 2024 (fiscal year 2024 - 2025) at a rate of \$0.710932 per one hundred dollars (\$100) assessed valuation on all taxable property within the corporate limits of the City of Seagoville as of January 1, 2024, to provide revenue for the payment of current expenses; providing for an interest and sinking fund.**

Ms. French explained the next fiscal year budget is based on the presented tax rate.

Mayor Pro Tem Epps made a motion that the property tax rate be increased by the adoption of a tax rate of \$0.710932 per \$100 valuation, which is effectively a 5.78 percent increase in the tax rate and approve Ordinance No. 2024-20; second by Councilmember Magill. The motion passed unanimously (5/0).

Ordinance No. 2024-20

- 16. Discuss and consider approval of a reimbursement agreement between the City and Meritage Homes of Texas, LLC for the reimbursement of public improvement costs within Improvement Area #2 of the Stonehaven Public Improvement District.**

Mr. McDaniel briefed City Council on item 16.

Councilmember Hernandez made a motion to approve agenda item 16, seconded by Councilmember Magill. The motion passed unanimously (5/0).

- 17. Discuss and consider an Ordinance approving a service and assessment plan and assessment roll for the Stonehaven Public Improvement District; making a finding of special benefit to certain property in the district; levying assessments against certain property within the district and establishing a lien on such property; providing for payment of the assessment in accordance with Chapter 372, Texas Local Government Code, as amended; providing for the method of assessment and the payment of the assessments; providing penalties and interest on delinquent assessments; providing for severability and providing an effective date.**

Mr. McDaniel briefed City Council on item 17.

Councilmember Magill made a motion to approve agenda item 17, seconded by Councilmember Hernandez. The motion passed unanimously (5/0).

Ordinance No. 2024-21

- 18. SECOND READING: Discuss and consider a Resolution approving the Seagoville Economic Development Corporation's Action authorizing the negotiation and execution of a first amendment to the corporation's build-out agreement with Agron Rexha, Doing Business as Goni Construction, for additional items related to the build-out of restaurant facilities at 101 And 103 North Kaufman; authorizing disbursement of SEDC funds therefor; and providing an effective date.**

Mr. McDaniel explained this is to increase the contingency funds for the project by \$20,000.00 for the additional scope of work requested.

Councilmember Hernandez made a motion to approve agenda item 18, seconded by Councilmember Grimes. The motion passed unanimously (5/0).

Resolution No. 2024-82

- 19. Items of community interest and councilmember reports.**

Councilmember Magill complimented the mental health program and their response to situations.

Mayor Pro Tem Epps commended all efforts for the ICMA video.

- 20. Discuss future agenda items.**

There were no future agenda items.

**21. Adjourn**

There being no further business before the City Council the meeting adjourned at 7:48 p.m.

APPROVED:

ATTEST:

\_\_\_\_\_  
Lackey Stepper Sebastian, Mayor

\_\_\_\_\_  
Sara Egan, City Secretary



TO: Mayor and City Council

FROM: Mamata Bhandari, Director of Health Services

DATE: October 7, 2024

ITEM: 12

DESCRIPTION: Consider a Resolution approving the terms and conditions of an Interlocal Agreement between the City of Seagoville and Dallas County Health and Human Services for food establishment inspections and environmental health services for Fiscal Year 2024-2025 and authorizing the City Manager to execute said agreement.

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### **INTRODUCTION**

The purpose of this item is to enter the Interlocal agreement between the Dallas County Health and Human Services and City of Seagoville regarding food service inspections and Environmental health services which will include vector and mosquito control services including complaint investigation, larvicide and spraying for adult mosquitoes.

### **BACKGROUND**

This Interlocal Agreement is made by and between the City of Seagoville, Texas, a Texas municipal corporation, and Dallas County, Texas, a political subdivision of the State of Texas on behalf of the Dallas County Health and Human Services, pursuant to the authorities granted by Chapter 791 of the Texas Local Government Code, Texas Health and Safety Code Chapter 437, Food and Drug Health Regulations, and 121, Local Regulation of Public Health, along with Title 25 Texas Administrative Code, Chapter 229, and any other applicable laws, as well as the City ordinance for inspection services of food establishments within City's jurisdiction and other environmental health services to City. The ILA has language pertaining to food service inspections; however, the City's Health Inspector will perform routine and complaint food inspections. Section 5: Other Environmental Health Services will include vector and/or mosquito control services including complaint investigation, larvicide and spraying for adult mosquitoes.

### **FINANCIAL IMPACT**

The city will provide food establishment inspections. Mosquito adult spraying will be provided by DCHHS when mosquito-borne diseases are detected. Mosquito spraying at the request of the city will be paid for by the city (historically less than \$2,000 per year). In the event aerial spraying is needed to control St. Louis Encephalitis or West Nile Virus throughout the County, the city will have the option to participate in the County's emergency aerial mosquito spraying plan. Should the City agree to participate in the plan, the city will have to agree to pay the City's proportioned share of the cost.

### **RECOMMENDATION**

Staff recommends approval

### **EXHIBITS:**

1. Resolution
2. Agreement

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS**

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEAGOVILLE AND DALLAS COUNTY THROUGH DALLAS COUNTY HEALTH AND HUMAN SERVICES FOR FOOD ESTABLISHMENT INSPECTIONS AND ENVIRONMENTAL HEALTH SERVICES FOR FISCAL YEAR 2024-2025 AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council for the City of Seagoville, Texas desires to enter into an Interlocal Agreement with Dallas County for Food Establishment Inspections and Environmental Health Services ("Agreement"); and

**WHEREAS**, pursuant to said Agreement, Dallas County will perform, on behalf of the City, food establishment inspections on an as-needed basis to backup City staff; and

**WHEREAS**, all inspections will be made by a Registered Professional Sanitarian employed by Dallas County Health and Human Services Department ("DCHHS"), in compliance with all state laws and regulations promulgated by the Texas Board of Health; and

**WHEREAS**, Dallas County further agrees to provide ground mosquito spraying and/or aerial mosquito spraying for the City, in exchange for the City's payment of its proportionate share of costs; and

**WHEREAS**, the City Council for the City of Seagoville, Texas has reviewed the Interlocal Agreement and has determined it to be in the best interest of the City of Seagoville to enter into said Agreement for Food Establishment Inspections and Environmental Health Services.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS:**

**SECTION 1.** The City Council hereby approves the terms and conditions of the Interlocal Agreement, a copy of which is attached hereto and incorporated herein by this reference as Exhibit "A," with Dallas County for Food Establishment Inspections and Environmental Health Services and the City Manager/Mayor is hereby authorized, on behalf of the City of Seagoville, Texas to sign said Agreement.

**SECTION 2.** All resolutions of the City of Seagoville heretofore adopted which are in conflict with the provisions of this resolution, and the same are hereby repealed, and all resolutions of the City of Seagoville not in conflict with the provisions hereof shall remain in full force and effect.

**SECTION 3.** If any article, paragraph, subdivision, clause or provision of this resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

**SECTION 4.** This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

**DULY RESOLVED** by the City Council of the City of Seagoville, Texas, this the 7 day October 2024.

**APPROVED:**

---

STEPPER SEBASTIAN, MAYOR

**ATTEST:**

---

SARA EGAN, CITY SECRETARY

**APPROVED AS TO FORM:**

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CHRISTOPHER METCALF,  
ASSISTANT CITY ATTORNEY

STATE OF TEXAS	§	INTERLOCAL AGREEMENT FOR FOOD
	§	ESTABLISHMENT INSPECTION AND
	§	ENVIRONMENTAL HEALTH SERVICES BETWEEN
	§	DALLAS COUNTY, ON BEHALF OF DALLAS
COUNTY OF DALLAS	§	COUNTY HEALTH AND HUMAN SERVICES, AND
	§	CITY OF SEAGOVILLE

**SECTION 1: PARTIES**

This Interlocal Agreement (“Agreement”) is made by and between the City of Seagoville, Texas (“City”), a Texas municipal corporation, and Dallas County, Texas, a political subdivision of the State of Texas on behalf of the Dallas County Health and Human Services (collectively “County” or “DCHHS”), pursuant to the authorities granted by Chapter 791 of the Texas Local Government Code (known as the Interlocal Cooperation Act), Texas Health and Safety Code Chapter 437, Food and Drug Health Regulations, and 121, Local Regulation of Public Health, along with Title 25 Texas Administrative Code, Chapter 229, and any other applicable laws, as well as the City ordinance for inspection services of food establishments within City’s jurisdiction and other environmental health services to City. The County or the City may hereinafter be referred to individually as “Party”, or collectively, as the “Parties”.

**SECTION 2: TERM**

The Term of this Agreement is for a period commencing on the Effective Date as defined herein and continuing through September 30, 2025 unless otherwise stated in this Agreement. (“Term”)

**SECTION 3: INSPECTION SERVICES AND REQUIREMENTS**

- A. The County will perform a minimum of two (2) inspections (one every six months) during the Term of each food establishment for which the City has submitted an inspection request and for which a fee has been collected from the said food establishment;
- B. Additional follow-up inspections will be performed as deemed necessary by the County;
- C. Any additional request for follow-up inspections by the City of food establishments, including food establishments that are closed due to non-compliance with the State and other applicable rules and regulations will be charged additional fees;
- D. Each food establishment inspection will be made by a Registered Professional Sanitarian employed by DCHHS, in compliance with all state laws and regulations;
- E. An examination of the following will be made during each inspection: food and food protection; personnel; food equipment and utensils; water source; sewage; plumbing; toilet and hand-washing facilities; garbage and refuse disposal; insect, rodent, and animal control; floors, walls, and ceiling; light; ventilation; and other operations.

**SECTION 4: FEES AND PAYMENTS TO THE COUNTY**

- A. The City will collect and submit to the County a fee of Two Hundred and Ten and 00/100 Dollars (\$210.00) per aTerm for each food establishment inspected.

B. Beginning with the third inspection of a food establishment, the City will pay a One Hundred and Five 00/100 Dollars (\$105.00) fee for each additional inspection of that establishment requested by the City.

C. The City will collect One Hundred and Five 00/100 Dollars (\$105.00) to be paid to the County for a re-opening or inspection fee of a food establishment that has been closed due to non-compliance of Chapter 437 of the Texas Health and Safety Code, or any other state rules and regulations.

D. The fees are not subject to change without notice and agreement by the City. If additional costs are associated with the services under this Agreement, County will notify City of those additional costs and invoice the City separately for those additional costs.

E. The City shall pay County the stipulated fees within thirty (30) days of the monthly request for payment, or if County fails to make the payment request, then City shall pay the stipulated fees no later than the last date of this Agreement Term upon receipt of not less than thirty (30) days advance written notice from the County of amounts due. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

## **SECTION 5: OTHER ENVIRONMENTAL HEALTH SERVICES**

A. Upon written request from City, the County will respond to Vector and/or Mosquito Control complaints by inspecting the property and surrounding area for standing water and provide the treatment of water that contains immature mosquitoes with larvicide. If there is a mosquito borne disease in the area, the County will provide ground application services that include spraying for adult mosquitoes (“adulticiding”), and treating standing water with larvicide (“larvaciding”).

B. In the event aerial spraying is needed to control St. Louis Encephalitis or West Nile virus throughout the County, the City will have the option to participate in the County’s emergency aerial mosquito spraying plan. Should the City agree to participate in the plan, the City must provide written notice to County and agree to the following:

- 1) Indicate the areas and amount of acres to be sprayed; and
- 2) Pay the City’s proportioned share of the cost based upon the number of acres to be sprayed multiplied by the per-acre spraying cost.

## **SECTION 6: RECORDS**

The County will keep a copy of all inspection reports and will on a monthly basis send such inspection reports to the City. If the County receives a request for inspection records, the County will respond in accordance with Texas Government Code, Chapter 552, also known as the “Texas Public Information Act”.

## **SECTION 7: TERMINATION**

A. Without Cause: This Agreement may be terminated in writing, without cause, by either party upon thirty (30) days prior written notice to the other party;

B. With Cause: The County reserves the right to terminate the Agreement immediately and upon provision of written notice to City, in whole or in part, at its sole discretion, for the following reasons:

- 1) Lack of, or reduction in, funding or resources;
- 2) The City's non-performance of the specifications of this Agreement or non-compliance with the terms of this Agreement;
- 3) In County's sole discretion, if termination is necessary to protect the health and safety of County employees;
- 4) The City's improper, misuse or inept use of funds or resources; and/or
- 5) The City's submission of data, statements and/or reports that are incorrect, incomplete and/or false in any way.

## **SECTION 8: CITY ORDINANCE**

In order for this Agreement to be valid, the City must have or adopt a City/Town ordinance that provides for the inspection of food establishments by a Registered Professional Sanitarian. The City must require the payment of a fee(s) by each food establishment. Ordinance enforcement shall be the responsibility of the City.

## **SECTION 9: INDEMNIFICATION**

**A. The County, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Torts Claim Act to be responsible for any liability or damages the County may suffer as a result of claims, demands, costs or judgments, including all reasonable attorney's fees, against the County including workers compensation claims, arising out of the performance of the County employees under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this Agreement and caused by the sole negligence of the County, its agents, officers, and/or employees.**

**B. The City, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Torts Claim Act to be responsible for any liability or damages that the City may suffer as a result of claims, demands, costs or judgments, including all reasonable attorney's fees, against the City including workers compensation claims, arising out of the performance of the City employees under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this Agreement and caused by the sole negligence of the City, its agents, officers, and/or employees.**

**C. County and City agree that any such liability or damages as stated above occurring during the performance of this Agreement caused by the joint or comparative negligence of their employees, students, agents, or officers shall be determined in accordance with comparative responsibility laws of the State of Texas.**

**D. This Section 9 shall survive termination, expiration, or suspension of this Agreement.**

## **SECTION 10: INSURANCE**

The City agrees that it will at all times during the term of this Agreement maintain in full force and effect insurance, or self-insurance, to the extent permitted by applicable law under a plan of self-insurance, that is also maintained in accordance with sound accounting practices. It is expressly agreed that City will be solely responsible for all cost of such insurance; any and all deductible amounts in any policy; and in the event that the insurance company should deny coverage. It is the intent of

this provision that the City's insurance covers all cost and expense so that County will not sustain any expense, cost, liability or financial risk as a result of any of the performance of services under this Agreement; as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of the City.

**SECTION 11: NOTICE**

Any notice or certification required or permitted to be delivered under this Agreement shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below, or at such other addresses as shall be specified by written notice delivered in accordance herewith:

COUNTY

Clay Lewis Jenkins, County Judge  
Dallas County  
500 Elm Street, Suite 7000  
Dallas, Texas 75202

SEAGOVILLE

Mamata Bhandari, Health Services Director  
City of Seagoville  
702 N Hwy 175  
Seagoville, TX, 75159

W/copy to:  
Philip Huang, Director DCHHS  
2377 N Stemmons Fwy #800  
Dallas, TX 75207

**SECTION 12: MISCELLANEOUS PROVISIONS**

**12.1 ENTIRE AGREEMENT AND AMENDMENT**

This Agreement, including any Exhibits and Attachments, constitutes the entire agreement between the parties and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal or state law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

**12.2 COUNTERPARTS, NUMBER/GENDER, AND HEADINGS**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the Party whose name is contained therein. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings are for the convenience of reference only and shall not be considered in any interpretation of this Agreement

### **12.3 SEVERABILITY**

If any provision of this Agreement is construed to be illegal, invalid, void or unenforceable, this construction will not affect the legality or validity of any of the remaining provisions. The unenforceable or illegal provision will be deemed stricken and deleted, but the remaining provisions shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

### **12.4 FISCAL FUNDING CLAUSE**

Notwithstanding any provisions contained in this Agreement, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation for the term of the Agreement and any pertinent extensions. The City shall not have a right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to the City at the earliest possible time prior to the end of its fiscal year.

### **12.5 DEFAULT/CUMULATIVE RIGHTS/MITIGATION**

It is not a waiver of default if the non-defaulting party fails to declare a default or delays in taking any action. Waiver of any term, covenant, condition or violation of this Agreement shall not be deemed or construed a waiver unless made in authorized written instrument, nor shall such waiver be deemed or construed a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. The City has a duty to mitigate damages.

### **12.6 GOVERNMENTAL IMMUNITY**

**This Agreement is expressly made subject to City's and County's Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Practice and Remedies Code and all applicable State and federal laws. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that City or County has by operation of law, or otherwise. Nothing in this Agreement is intended to benefit any third party beneficiary.**

### **12.7 COMPLIANCE WITH LAWS AND VENUE**

In providing services required by this Agreement, City must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. Texas law shall govern this Agreement and venue shall lie exclusively in Dallas County, Texas.

## **12.8 RELATIONSHIP OF PARTIES**

Each Party is an independent contractor and not an agent, servant, joint enterpriser, joint venturer or employee of the other Party.

## **12.9 CONTRA PROFERENTUM**

The doctrine of contra proferentum shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the party who drafted the Agreement and such party shall not be responsible for the language used.

## **12.10 ASSIGNMENT**

Neither Party may transfer or assign its interest in this Agreement without prior written consent of the non-assigning Party. County approval to transfer or assign City's interest in this Agreement is subject to formal approval by the Dallas County Commissioners Court. City approval to transfer or assign County's duties to perform this Agreement is subject to formal approval by the Seagoville City Council.

## **12.11 CONTINUING OBLIGATIONS**

All obligations of this Agreement which expressly or by their nature survive the expiration, termination or transfer of this Agreement shall continue in full force and effect after and notwithstanding its expiration, termination or transfer until such are satisfied in full or by their nature expire.

## **12.12 FORCE MAJEURE**

Neither Party shall be in default or responsible for delays or failures in performance resulting from causes beyond its control. Such causes include but are not limited to acts of God, fire, storm, flood, earthquake, natural disaster, nuclear accident, strike, air traffic disruption, lockout, riot, freight embargo, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. The Party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the Party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Agreement as soon as practicable. The date of delivery or of performance shall be extended for at least a minimum time period equal to the time lost by reason of the delay.

## **12.13 BINDING EFFECT**

This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

## **12.14 SIGNATORY WARRANTY**

City and County represent that each has the full right, power and authority to enter and perform this Agreement in accordance with all of the terms and conditions herein, and that the execution and delivery of this Agreement is made by authorized representatives of the parties to validly and legally bind the parties to all terms, performances and provisions set forth in this Agreement.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024. ("Effective Date")

FOR DALLAS COUNTY:

FOR CITY:

BY: \_\_\_\_\_  
Clay Lewis Jenkins  
County Judge

BY: \_\_\_\_\_  
City Manager/Mayor

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Recommended:

Recommended (CITY):

BY: \_\_\_\_\_  
Dr. Philip Huang  
Director, DCHHS

BY: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to Form\*:

Approved as to Form (CITY):

JOHN CREUZOT  
CRIMINAL DISTRICT ATTORNEY  
DALLAS COUNTY, TEXAS

BY: \_\_\_\_\_  
Title: \_\_\_\_\_

BARBARA NICHOLAS  
CHIEF, CIVIL DIVISION

BY: \_\_\_\_\_  
Rebecca L. Lundberg  
Assistant District Attorney

\*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client, Dallas County. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).



TO: Mayor and City Council  
FROM: Mamata Bhandari, Director of Health Services  
DATE: October 7, 2024  
ITEM: 13  
DESCRIPTION: Consider a Resolution authorizing the Mayor to execute the Household Hazardous Waste Interlocal Agreement between the City of Seagoville and Dallas County, said Agreement to be effective from October 1, 2024, until September 30, 2025.

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### **INTRODUCTION**

The purpose of this item is to enter the Household Hazardous Waste Interlocal agreement between the Dallas County and City of Seagoville which is the member of the Dallas area household hazardous waste network

### **BACKGROUND**

The Household Hazardous Waste Interlocal Agreement is part of the City of Seagoville's Storm Water Pollution Program which was adopted in 1994. This program provides a means for the citizens of Seagoville to dispose of household hazardous waste legally rather than illegally dumping the hazardous waste in Right-of-Ways or onto private property. It protects the storm waters running into our creeks and our lakes.

The attached agreement is a continuation of the 1994-2024 program. The contract initiated in FY2024-25 under Dallas County Commissioner Court Order 2024-761. As in the past, each renewal is brought to the Council annually for consideration.

### **FINANCIAL IMPACT**

This expenditure is included in the FY24-25 budget, not to exceed amount of \$8,351.

### **RECOMMENDATION**

Staff recommends approval

### **ATTACHMENTS**

1. Resolution
2. Agreement
3. Court Order 2024-761

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE THE HOUSEHOLD HAZARDOUS WASTE INTERLOCAL AGREEMENT AMENDMENT BETWEEN THE CITY OF SEAGOVILLE AND DALLAS COUNTY, SAID AMENDMENT TO BE EFFECTIVE FROM OCTOBER 1, 2024, UNTIL SEPTEMBER 30, 2025; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Dallas County Commissioners Court adopted Court Order No. 2024-761 authorizing continuation of the Household Hazardous Waste (“HHW”) collection network to coordinate the planning and implementation of a HHW collection program; and

**WHEREAS**, the Dallas County Commissioners Court also approved Interlocal Agreement between the County and member cities of the HHW, which amendment serves to continue the HHW Program for Fiscal Year 2024-25 while updating overall project budget amounts and individual city budget limits for the new fiscal year; and

**WHEREAS**, the City of Seagoville, City Council has determined that it is in the best interest of and serves the general welfare of the citizens of Seagoville to continue to join with the County and other interested jurisdictions to participate in a Household Hazardous Waste (“HHW”) collection program as a continuation of the program.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS:**

**SECTION 1.** That the Mayor is hereby authorized to execute the Household Hazardous Waste Interlocal Agreement with Dallas County, a copy of which is attached hereto and incorporated herein as Exhibit "A", for the collection and disposal of household hazardous waste for FY 2024-2025.

**SECTION 2.** This resolution shall take effect immediately from and after its passage, and so it is accordingly resolved.

**DULY ORDERED** by the City Council of the City of Seagoville, Texas, this the 7<sup>th</sup> day of October 2024.

**APPROVED:**

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LACKEY STEPPER SEBASTIAN, MAYOR

**ATTEST:**

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SARA EGAN, CITY SECRETARY

**APPROVED AS TO FORM:**

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CHRIS METCALF, ASST. CITY ATTORNEY

**Exhibit A**  
**Household Hazardous Waste Interlocal Agreement**

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

**AMENDMENT NO. 2  
TO THE HOUSEHOLD HAZARDOUS WASTE INTERLOCAL AGREEMENT  
(The “Agreement”)  
BETWEEN  
DALLAS COUNTY  
AND  
CITY OF SEAGOVILLE  
(The “City”)  
A MEMBER CITY OF  
THE DALLAS AREA HOUSEHOLD HAZARDOUS WASTE NETWORK**

**WHEREAS**, on, August 6, 2024, the Dallas County Commissioners Court was briefed on a request from the cities of the Dallas Area Household Hazardous Waste Network to renew and revise the effective term and specify new fiscal year budgets for the Household Hazardous Waste Program Interlocal Agreement (“Agreement”) that permits four additional one-year renewals for a five-year total contract term and was authorized by Court Order 2022-0661; and

**WHEREAS**, the proposed Amendment No.2, along with the attachment C2025, will serve to continue the Household Hazardous Waste Program through fiscal year 2025, while updating overall program budget amounts and individual city budget limits for the new fiscal year; and

**WHEREAS**, proposed Amendment No. 2 contains no other changes in the basic terms and conditions of the Agreement and incurs no cost to Dallas County.

**NOW THEREFORE**, by execution of this Amendment No. 2, the Agreement is amended hereby with respect to the items and features described in the Articles below.

**I.  
PURPOSE**

The purpose of this Amendment is to amend the effective term and fiscal year budget of the Agreement without change to the basic terms and provisions. No other sections, provisions, clauses or conditions of the Agreement are waived, deleted or changed hereby, and they shall remain in full force and effect throughout the term of the Agreement and any duly authorized amendments.

**II.  
AMENDED PROVISIONS**

- A. The new term of the Agreement shall be October 1, 2024, through September 30, 2025.
  
- B. The language contained in Paragraph 1, *Section IV. City Responsibilities* shall be deleted in its

entirety and replaced with the following language:

- 1. "A sum not to exceed \_\_\_\_\_ for disposal, setup, operational, capital, and transportation costs for HHW collection for residents of the City during the period from October 1, 2024 through September 30, 2025. This figure is based on the program's annual budget contained in **Exhibit C2025** which is incorporated herein for all purposes.
  - a. Collection, setup, and disposal costs will be paid after-the-fact, based on actual usage by the City at events and at the collection center.
  - b. Operational and capital costs shall be paid quarterly in advance.
  - c. In the event of early withdrawal, the operational and capital costs will not be pro-rated for partial quarter participation, but will become immediately due and payable in full."

C. Exhibit C2024 of the Agreement entitled *FY2024 HHW Program Budget Summary* shall be deleted and replaced with the attached Exhibit C2025 entitled *FY2025 HHW Program Budget Summary*.

**IN WITNESS WHEREOF**, by their signatures below, the duly authorized representatives of Dallas County and City of Seagoville, a member city of the Dallas Area Household Hazardous Waste Network, do hereby agree and append this Amendment No. 2 to the Agreement.

**EXECUTED THIS** the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**DALLAS COUNTY:**

**CITY OF SEAGOVILLE:**

\_\_\_\_\_  
**BY:** Clay Lewis Jenkins  
County Judge

\_\_\_\_\_  
**BY:**

**APPROVED AS TO FORM:\***  
John Creuzot  
District Attorney

**ATTESTED TO:**

BY: \_\_\_\_\_

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_

\_\_\_\_\_  
**BY:** Lacey B. Lucas

\* By law, the Dallas County District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

## Exhibit C2025

### FY2025 HHW PROGRAM BUDGET SUMMARY

This exhibit summarizes the total program funding for FY2025 as approved by the Dallas Area Household Hazardous Waste Network at its regular meeting on May 8, 2024, and replaces the language contained in Exhibit C2024 of the Household Hazardous Waste Program Interlocal Agreement that was authorized by Court Order 2022-0661.

- Fixed Costs include personnel expense, operating costs, and capital budget, which are shared by the Network cities based on single-family household projections published by North Central Texas Council of Governments.
- Personnel Expense includes all HHW staff salaries and fringe.
- Operating Expense includes supplies, equipment, advertising, public education, volunteer support, staff development, printing, postage, facility maintenance, utilities, and all other direct programming costs.
- Capital Expense includes building repairs, equipment repair or replacement, mechanical upgrades, and expansion projects.
- Variable costs include estimated direct costs for collection and disposal of hazardous household wastes, which vary according to actual usage and are indicated in the budget summary for planning purposes only. **Funding for actual collection, contract labor, and disposal costs will be collected from the cities after the fact, on an as-used basis.**
- Collection/Mobilization/Disposal Budget includes estimated costs for staging of events, recycling services, waste containers, waste transportation, and disposal.
- Contract Labor Expense is for part-time, seasonal labor provided by the disposal vendor.

Budget adjustments made to the Operational Budget during the term of the Agreement shall not result in a City Funding amount that exceeds the approved budget total shown herein. The County may make line item transfers within the operating budget when these transfers do not exceed \$5,000. Budget adjustments in excess of \$5,000 must be approved by the HHW Network.

BUDGET SECTION	CITY FUNDING
<b>FIXED COSTS (OPERATIONAL BUDGET)</b>	
Personnel Costs	\$ 758,878
Operating Costs	\$ 269,075
Capital Expense	\$ 100,000
Sub-Total	\$ 1,127,953
<b>ESTIMATED VARIABLE COSTS (COLLECTION / LABOR / DISPOSAL BUDGET)</b>	
	\$ 1,474,000
<b>TOTAL PROGRAM BUDGET</b>	<b>\$2,601,953</b>



## COURT ORDER 2024-0761

### Proposed FY2025 Budget/Continuation of Household Hazardous Waste Program

On a motion made by Commissioner Dr. Theresa Daniel, and seconded by Commissioner Dr. Elba Garcia, the following order was passed and adopted by the Commissioners Court of Dallas County, State of Texas:

BRIEFING DATE: August 6, 2024  
FUNDING SOURCE: N/A

Be it resolved and ordered that the Dallas County Commissioners Court does hereby  
On a motion made by TBD, and seconded by TBD, the following order will be voted on  
by the Commissioners Court of Dallas County, State of Texas:

Be it resolved and ordered that the Dallas County Commissioners Court does hereby approve the continuation of the Household Hazardous Waste program, its FY2025 interlocal agreement with participating cities, and its proposed FY2025 budget of \$2,601,953 (of which \$80,000 consists of carryover from prior years for contract labor, capital expenses, and other operational expenses).

It is further resolved and ordered that the County Judge is authorized to sign the aforementioned FY2025 Interlocal agreements on behalf of the County.

Done in open Court August 6, 2024 by the following vote:

IN FAVOR: County Judge Clay Jenkins, Commissioner Dr. Theresa Daniel, Commissioner John Wiley Price, Commissioner Dr. Elba Garcia, and Commissioner Andrew Sommerman  
OPPOSED: None  
ABSTAINED: None  
ABSENT: None

Recommended by: Christopher Hooper

Originating Department: Consolidated Services



TO: Mayor and City Council  
FROM: Christine Wirth, Support Services Manager  
DATE: October 7, 2024  
ITEM: 14  
DESCRIPTION: Consider a Resolution authorizing the City Manager to enter into a service agreement with Motorola Solutions approving the terms and conditions of the agreement between the City of Seagoville and Motorola.

---

### **INTRODUCTION**

The purpose of this item is to renew the annual Service Agreement to ensure proper repair and maintenance of our radio system.

### **BACKGROUND**

The Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer for maintenance, support, and services under a Motorola Service Agreement; and customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement; and Motorola will provide the Services described in this Agreement; and this Agreement will renew, for an additional one (1) year term on every anniversary of the state date; and for and in consideration of the mutual benefits and obligations set forth in this Agreement, attached as Exhibit A and fully incorporated herein.

### **FINANCIAL IMPACT**

The amount of this Service Agreement is \$41,059.30 as budgeted in FY 2024-2025 under Support Services Department, Software Support Fund.

### **RECOMMENDATION**

It is the recommendation of the Police Department to renew the annual Service Agreement to ensure proper repair and maintenance of our radio system that is utilized by several City Departments.

### **ATTACHMENTS**

1. Resolution
2. Agreement

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEGOVILLE, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICE AGREEMENT WITH MOTOROLA SOLUTIONS (“MOTOROLA”) APPROVING THE TERMS AND CONDITIONS OF THE AGREEMENT BETWEEN THE CITY OF SEGOVILLE AND MOTOROLA WHICH IS ATTACHED HERETO AS EXHIBIT “A”; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Motorola Solutions (“Motorola”) is willing to provide the maintenance, support and services identified on the Service Agreement (the “Agreement”) attached hereto as Exhibit “A” for a period of one year, with the Agreement to renew automatically on each annual anniversary date, with adjustments by Motorola to the pricing under the Agreement on each anniversary date, unless a party provides notice of intent not to renew; and

**WHEREAS**, City staff recommend approval of the Service Agreement, including the Maintenance Terms and Conditions thereto;

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

**SECTION 1.** The City Council hereby approves the Service Agreement with Motorola Solutions attached hereto as Exhibit “A” and authorizes the City Manager to execute the same.

**SECTION 2.** Any prior resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

**SECTION 3.** This resolution shall take effect immediately from and after its passage, and it is duly resolved.

**DULY PASSED** and approved by the City Council of the City of Seagoville, Texas, on this the 7th day of October 2024.

**APPROVED:**

---

Lakey Stepper Sebastian, Mayor

**ATTEST:**

---

Sara Egan, City Secretary

**APPROVED AS TO FORM:**

---

Chris Metcalf, Asst. City Attorney



500 W Monroe Street  
 Chicago, IL. 60661  
 (888) 325-9336

## SERVICE AGREEMENT

Quote Number : QUOTE-2662477  
 Contract Number: USC000101457  
 Contract Modifier: R02-JUN-24 06:14:37

Date:06/02/2024

Company Name: SEAGOVILLE, CITY OF
Attn:
Billing Address: 702 N HWY 175
City, State, Zip: Seagoville , TX, 75159
Customer Contact: Christine Wirth
Phone: 972-287-2999

Required P.O. :  
 PO # :  
 Customer # :1035278622  
 Bill to Tag # :  
 Contract Start Date :01-Oct-2024  
 Contract End Date :30-Sep-2025  
 Payment Cycle :ANNUALLY

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$0.00
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	\$0.00
	SVC02SVC0343A	RELEASE IMPACT TRAINING	\$0.00
	SVC01SVC1105C	ASTRO CUSTOMER TECHNICIAN DISPATCH	\$557.27
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$15,170.45
	LSV01S01106A	ASTRO SYSTEM ESSENTIAL PACKAGE	\$13,751.75
	SVC01SVC0032C	ASTRO NETWORK MONITORING-CTD	\$3,782.40
	SVC01SVC0140A	REMOTE SUS	\$1,086.00
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$917.57
	SVC01SVC0053A	ASTRO NETWORK SECURITY MONITORING CTD	\$1,908.21
	LSV01S01034A	ASTRO DMS ADVANCED RM	\$3,885.65
	LSV03S02047A	ASTRO DMS ON-PREM	\$0.00
		Subtotal - Recurring Services	\$3,421.61
		Subtotal - One-Time Event Services	\$0.00
		Total	\$41,059.30
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

**SPECIAL INSTRUCTIONS:**

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at <https://www.motorolasolutions.com/en-us/managed-support-services/cybersecurity.html>) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.



# SERVICE AGREEMENT

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

Quote Number : QUOTE-2662477  
Contract Number: USC000101457  
Contract Modifier: R02-JUN-24 06:14:37

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AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
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CUSTOMER (PRINT NAME)		
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Customer Support Manager	5/1/2024
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MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
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TaNeal Jordan

(945) 248-4205

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MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE
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Company Name : SEAGOVILLE, CITY OF  
Contract Number : USC000101457  
Contract Modifier : R02-JUN-24 06:14:37  
Contract Start Date : 01-Oct-2024  
Contract End Date : 30-Sep-2025



# SERVICE AGREEMENT

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Quote Number : QUOTE-2662477  
Contract Number: USC000101457  
Contract Modifier: R02-JUN-24 06:14:37

## Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

### Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.



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### Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

### Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

### Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

### Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

### Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



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ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

### Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

### Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

### Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

### Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

### Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

### Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



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17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Sept 03, 2022



## SERVICE AGREEMENT

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

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Contract Number: USC000101457  
Contract Modifier: R02-JUN-24 06:14:37

### Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

**1. Applicability and Self Deletion.** This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

**NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.**

**2. Online Terms Acknowledgement.** The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

**3. Entire Agreement.** This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

**4. Execution and Amendments.** This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

Revised Sept 03, 2022



TO: Mayor and City Council  
FROM: Christine Wirth, Support Services Manager  
DATE: October 7, 2024  
ITEM: 15  
DESCRIPTION: Consider a Resolution authorizing the City Manager to enter into a work order (agreement) with the City of Garland, Texas in accordance with and governed by the Master Interlocal Radio Service Agreement between the cities.

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### **INTRODUCTION**

The purpose of this item is to renew the annual Service Agreement and Subscriber fees to ensure proper repair and maintenance of our radio system.

### **BACKGROUND**

Garland and Seagoville are political subdivisions within the State of Texas, and each is engaged in the provision of governmental services for the benefit of its citizens; and both Garland and Seagoville are home rule municipalities as allowed by Tex. Const. Art. 5; and the Interlocal Cooperation Act, Tex. Gov't Code Ann. 791.001 et seq. (the "Act"), provides authority for local governments of the State of Texas to enter into interlocal agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and Garland and Seagoville are local governments as that term is defined in the Act and this Master Agreement is being entered into pursuant to and under the authority of the Act; and municipalities own and operate radio systems and other public safety communication devices for the purpose of providing radio communications in support of their governmental operations; and the municipal radio systems and public safety communications devices periodically need repairs, upgrades, and routine maintenance; and in order to provide dependable/mission-critical radio service for use by each of the Cities and their respective users, Garland and Seagoville desire to enter into this Master Agreement to provide maintenance and repair services for said radio systems and public safety devices used by the Cities and their respective users, as such radio system coverage is essential and a necessary component of providing certain vital government services by each respective City, including, without limitation, police, fire, emergency medical, community development, and public works protection provided by each City to ensure safe, effective and efficient communications, and to benefit the greatest number of citizens both now and in the future; and this Master Agreement memorializes the agreement between the Cities regarding the maintenance and repair of the radio system and other public safety devices.

### **FINANCIAL IMPACT**

The annual Service Agreement and Subscriber Fees, \$11,547.00; Subscriber Technical Support, \$7500.00 and Covered Services, \$16,500.00; totaling \$35547.00 as budgeted in FY 2024-2025 Budget under Support Services Department, Software Support Fund.



## **RECOMMENDATION**

It is the recommendation of the Police Department to renew the annual Service Agreement and Subscriber Fees to ensure proper repair and maintenance of our radio system.

## **ATTACHMENTS**

1. Resolution
2. Agreement
3. Memorandum

## RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A WORK ORDER (AGREEMENT) WITH THE CITY OF GARLAND, TEXAS IN ACCORDANCE WITH AND GOVERNED BY THE MASTER INTERLOCAL RADIO SERVICE AGREEMENT BETWEEN THE CITIES; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Garland and Seagoville entered into a Master Interlocal Radio Service Agreement (“Master Agreement”) on or about November 8, 2020; and

**WHEREAS**, under the terms of that Master Agreement, the Cities will enter into an annual agreement, also referred to as the Work Order, to identify the scope of the work and cost thereof for the each fiscal year; and

**WHEREAS**, the Cities have negotiated the Work Order, attached hereto as Exhibit “A”, to cover 2024-2025 fiscal year, with the amounts that would be due thereunder having been included in the City’s 2024-2025 budget.

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

**SECTION 1.** The City Council hereby approves the annual agreement or Work Order with the City of Garland for Fiscal Year 2024-2025 in substantially the form of that attached hereto and incorporated herein by this reference as Exhibit “A”, said Work Order being governed by and made in accordance with the Master Interlocal Radio Service Agreement between the City of Seagoville and the City of Garland and further authorizes the City Manager to execute the Work Order and all related and necessary documents on behalf of the City of Seagoville.

**SECTION 2.** Any prior resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

**SECTION 3.** This resolution shall take effect immediately from and after its passage, and it is duly resolved.

**DULY PASSED** and approved by the City Council of the City of Seagoville, Texas, on this the 7<sup>th</sup> day of October 2024.

**APPROVED:**

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Lakey Stepper Sebastian, Mayor

**ATTEST:**

---

Sara Egan, City Secretary

**APPROVED AS TO FORM:**

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Victoria W. Thomas, City Attorney  
4894-3065-3315, v. 1

**EXHIBIT A**  
**[Work Order with City of Garland**

4894-3065-3315, v. 1

**WORK ORDER SUBJECT TO THE TERMS AND CONDITIONS  
OF MASTER INTERLOCAL RADIO SERVICES AGREEMENT**

This Work Order Subject to the Terms and Conditions of the Master Interlocal Radio System Service Agreement (the "Work Order") is entered into between the City of Garland, Texas ("Garland") and the City of Seagoville, Texas, ("Seagoville") (individually, Garland and Seagoville are also referred to as a "Party," collectively, referred to herein as the "Cities" or "Parties").

**WHEREAS**, Garland and Seagoville entered into a Master Interlocal Radio Service Agreement ("Master Agreement") on or about November 8, 2020; and

**WHEREAS**, the Cities desire to identify the scope of the work and cost thereof for the 2024-2025 fiscal year;

**NOW, THEREFORE**, for and in consideration of the mutual benefits and obligations set forth in this Work Order, the Cities agree as follows:

**2024.001      Incorporation by reference.** This Work Order is subject to the terms and conditions of the Master Agreement, the terms of which are incorporated herein by reference.

**2024.002      Duration.** This Work Order shall be in effect from midnight, October 1, 2024, through 11:59 p.m., September 30, 2025.

**2024.003      Services provided.** During the pendency of this Work Order, Garland agrees to provide the services described in Articles 2 and 3 of the Master Agreement.

**2024.004      Fees.** Seagoville shall pay Garland for these services as follows:

(a)      **Subscriber fees.** Seagoville shall pay Garland Five and No/100 Dollars (\$5.00) per month for each mobile, portable, and control station subscriber. Additional Subscribers may be added at any time by paying this fee in full.

Subscriber Technical Support	\$7,500.00
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(b)      **Covered Services.** Seagoville agrees to pay Garland the lump sum of Sixteen thousand, five hundred Dollars and Zero Cents (\$16,500.00) for the remaining Covered Services, said payment to be made on or before November 15, 2024. The Parties agree that, pursuant to the Master Agreement, the term "Covered Services" applies only to the labor necessary to troubleshoot and repair the Covered Equipment, and specifically excludes equipment, parts, and Consumables necessary for repairs and maintenance. These items, as well as any shipping and handling fees Garland incurs in sending any Covered Equipment or Subscriber Radios to the manufacturer for repairs (and any manufacturer fees, including shipping and handling fees, for any out-of-warranty repair work) shall be invoiced to Seagoville on a periodic basis.

On-Site Infrastructure Technical Support	\$9,500.00
On-Site FSA Technical Support	\$1,000.00
On-Site Microwave Technical Support	\$4,000.00
On-Site Infrastructure Preventive Maint.	<u>\$2,000.00</u>
Total	\$16,500.00

(c) **Special Project rate.** Pursuant to Section 4.03(c) of the Master Agreement, for any Special Project approved by Seagoville during the pendency of this Work Order, Garland shall charge Seagoville the rate of Eighty-five Dollars (\$85) per hour, with one hour minimum, for work performed on that Special Project, plus any applicable expenses for shipping and handling fees, equipment, parts, and Consumables necessary for repairs and maintenance. Garland shall invoice Seagoville for these fees and expenses on a periodic basis.

**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF GARLAND, TEXAS**

\_\_\_\_\_  
 Judson Rex  
 City Manager

Approved as to form:

\_\_\_\_\_  
 Stephen M. Hines  
 Sr. Assistant City Attorney

**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF SEAGOVILLE, TEXAS**

\_\_\_\_\_  
 Patrick Stallings  
 City Manager

Approved as to form:

\_\_\_\_\_  
 Ray Calverley  
 Police Chief

# CITY OF GARLAND

## MEMORANDUM

**DATE:** 10/1/2024  
**TO:** Accounting Department - 112  
**FROM:** Lisa DeMase  
**DEPARTMENT:** \_\_\_\_\_ IT Financial Services

**SUBJECT:** Request To Invoice

**Please Invoice:** Christine P. Wirth  
Support Services Manager  
Seagoville Police Department  
600 N Hwy 175, Seagoville, TX 75159  
PH 972.287.2999, Fax 972.287.2917  
Direct line 972.287.6834  
cwirth@seagoville.us

### DESCRIPTION OF SERVICE PROVIDED:

For services provided for the use of the GMRS 700MHz radio system for the year beginning October 1, 2024 and ending September 30, 2025. Talkgroup usage fee at an annual fee of \$121.50 per talkgroup and subscriber radios at an annual fee of \$84.00 per subscriber on the 700MHz radio system.

<u># of Talk Groups</u>	<u>Costs</u>	<u># of Subscribers</u>	<u>Costs</u>	<u>Extended</u>
10	\$1,215	123	\$10,332	\$11,547.00
<b>TOTAL TO BE INVOICED:</b>			<b>\$</b>	<b><u>\$11,547.00</u></b>



TO: Mayor and City Council  
FROM: Steve Davis, Assistant Police Chief  
DATE: October 7, 2024  
ITEM: 16  
DESCRIPTION: Consider a Resolution authorizing the purchase of three (3) 2025 Ford Interceptor police SUV vehicles at a total cost of two hundred ninety-eight thousand six hundred fifty dollars and twenty-seven cents (\$298,650.27) from Holiday Ford.

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### **INTRODUCTION**

The purpose of this item is to purchase three 2024 Ford Interceptor Police vehicles with all required emergency equipment, departmental graphics, camera systems, and all other accessories.

### **BACKGROUND**

The Police Department is requesting council's approval to purchase three new 2025 Ford Interceptor SUV style police package vehicles complete with all necessary emergency and communications equipment, departmental graphics, 4RE 360-degree cameras systems, computer systems radar units and all other associated accessories.

Two of these three vehicles will solid black in color with the visible traditional graphics, while the other one will be solid black or white with subdued graphics. These vehicles will be added to our fleet of marked vehicles and utilized in the patrol division.

This purchase will enhance our fleet of marked vehicles and minimize maintenance costs that are associated with older higher mileage vehicles.

The quote for the purchase of these Ford Police Interceptor SUVs, as well as the purchase and installation of all emergency and communication equipment is through (Holiday Ford) obtained through Defender Supply under the Tarrant County Cooperative purchasing contract #2022 - 200 / 2023 - 016.

### **Breakdown of This Purchase:**

#### Subdued Ford SUVs

- One 2025 Ford Police Interceptor soiled black or white with subdued traditional graphics, professional installation of all emergency equipment, communication and computer systems, radar and camera system. \$98,104.43



Subdued Vehicle:

- Two 2025 Ford Police Interceptors solid black with traditional clearly visible graphics, professional installation of all integrated emergency equipment, communication and computer systems, radar and camera system. \$200,545.84 (Combined).
- Total cost for these vehicles, all necessary equipment, professional installation of all equipment comes to: \$298,650.27

**FINANCIAL IMPACT**

This requested purchase was presented and approved through the 2024 / 2025 budget and financial meeting

**RECOMMENDATION**

The Police Department recommends that Council approve this purchase to help maintain a safe and reliable fleet of vehicles for our Patrol Division.

**ATTACHMENTS**

1. Resolution

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS**

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE PURCHASE OF THREE 2025 FORD INTERCEPTOR POLICE SUV VEHICLES AT A TOTAL COST OF TWO HUNDRED NINETY EIGHT THOUSAND SIX HUNDRED FIFTY DOLLARS AND TWENTY SEVEN CENTS \$298,650.27 FROM HOLIDAY FORD; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, through the 2024 / 2025 fiscal year budget preparations the City Council authorized the purchase of three Ford Police Interceptor police vehicle; and

**WHEREAS**, the City is able to obtain the vehicles from Holiday Ford through the Tarrant County Cooperative purchasing program under contract number (2022 – 200 / 2023 - 016) which ensures that these items have been bid in accordance with all applicable bidding statutes and policies; and

**WHEREAS**, the City Council has determined that approving the purchases serves the general welfare, health and safety of the citizens of the City of Seagoville;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS:**

**SECTION 1.** The City Council hereby authorizes the purchase of (3) three Ford Police Interceptor SUV police vehicle totaling \$298,650.27 from Holiday Ford through the Tarrant County Cooperative purchasing program under contract number (2022-200/2023-016) and authorizes the City Manager to disburse the funds and execute any necessary and related documents.

**SECTION 2.** All resolutions of the City of Seagoville heretofore adopted which are in conflict with the provisions of this resolution be, and the same are hereby repealed, and all resolutions of the City of Seagoville not in conflict with the provisions hereof shall remain in full force and effect.

**SECTION 3.** If any article, paragraph, subdivision, clause or provision of this resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

**SECTION 4.** This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

**DULY ORDERED** by the City Council of the City of Seagoville, Texas, this 7<sup>th</sup> day of October, 2024.

APPROVED:

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Lackey Stepper Sebastian, Mayor

ATTEST:

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Sara Egan, City Secretary

APPROVED AS TO FORM:

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Chris Metcalf, Asst. City Attorney  
4892-9105-7644, v. 1



TO: Mayor and City Council

FROM: Chris Ryan, Director of Public Works

DATE: October 7, 2023

ITEM: 17

DESCRIPTION: Consider a Resolution approving an agreement for professional engineering services on a task order basis for on-call consultation services related to water and wastewater engineering services with Half Associates, Inc., in an amount not to exceed sixty thousand dollars (\$60,000.00); authorizing the City Manager to execute said agreement.

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### **INTRODUCTION**

The purpose of this item is to provide the Public Works Department with Professional Engineering Services on a task order basis for on-call consultation services related to water and wastewater engineering services.

### **BACKGROUND**

The City of Seagoville has contracted with Half Associates, Inc., for an on-call consultation services and various other water and wastewater engineering issues. The services of a full-time engineer are not feasible at this point; however, staff finds it necessary many times throughout the year to consult with various professionals to ensure the best possible service for our community is provided. Approval of this agenda item will ensure that staff will have the ability to consult with extremely competent engineering professionals in water and wastewater services to ensure that we make the best possible decisions for our residents, businesses, and visitors to our community.

### **FINANCIAL IMPACT**

Approved FY2024-25 Budget for professional services on a task order basis.

### **RECOMMENDATION**

Public Works recommends approval.

### **ATTACHMENTS**

1. Resolution
2. Agreement

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS**

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING AN AGREEMENT WITH HALFF ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES ON A TASK ORDER BASIS FOR ON-CALL CONSULTATION SERVICES RELATED TO WATER AND WASTEWATER ENGINEERING SERVICES FOR COMPENSATION IN AN AMOUNT NOT TO EXCEED SIXTY THOUSAND DOLLARS (\$60,000.00); AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Halff Associates, Inc., (“Engineer”) provides professional engineering services to the City of Seagoville (“City”) on an “as needed” or “task order” basis as determined by the City; and

**WHEREAS**, the City has a need for on-call consultation services relative to water and wastewater engineering services; and

**WHEREAS**, Engineer has agreed to provide said on-call consultation services on an as needed basis; and

**WHEREAS**, the City Council hereby finds that it is in the best interest of the City to approve the agreement for Professional Engineering Services on a Task Order Basis for on-call consultation services relative to water and wastewater engineering services as set forth in Exhibit "1" including its Exhibit A, in an amount not to exceed Sixty Thousand Dollars and no cents (\$60,000.00), and authorizes the City Manager to execute the same;

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

**SECTION 1.** The City Council approves the agreement for Professional Engineering Services on a Task Order Basis for on-call consultation services relative to water and wastewater engineering services with Halff Associates, Inc. as set forth in Exhibit "1", including its Exhibit "A" attached thereto, attached hereto and incorporated herein by this reference, for compensation in an amount not to exceed Sixty Thousand Dollars and no cents (\$60,000.00), and hereby authorizes the City Manager to execute said Agreement.

**SECTION 2.** Any prior Resolutions of the City Council of the City of Seagoville, Texas, in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

**SECTION 3.** If any article, paragraph, subdivision, clause or provision of this Resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgement or holding shall not affect the validity of this Resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

**SECTION 4.** This resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Seagoville, Texas, and it is accordingly resolved.

**DULY PASSED** by the City Council of the City of Seagoville, Texas, on the 7<sup>h</sup> day of October, 2024.

APPROVED:

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Lackey Stepper Sebastian, Mayor

ATTEST:

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Sara Egan, City Secretary

APPROVED AS TO FORM:

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Christopher Metcalf  
Assistant City Attorney

Exhibit 1



4860-9584-9964, v. 1

## AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A TASK ORDER BASIS

This Agreement for Professional Engineering Services (the "Agreement") is entered into by the City of Seagoville a Home Rule City of the State of Texas ("Client"), duly authorized to act by the City Council of said Client, and HALFF ASSOCIATES, INC., a Texas corporation, acting through a duly authorized officer ("Engineer"), relative to Engineer providing professional engineering services to Client. Client and Engineer may be collectively referred to as the "Parties" or individually as a "Party".

### WITNESSETH:

For the mutual promises and benefits herein described, Client and Engineer agree as follows:

**I. TERM OF AGREEMENT.** This Agreement shall become effective on the date of its execution by both Parties (the "Effective Date") and shall continue in effect thereafter until terminated as provided herein.

**II. SERVICES TO BE PERFORMED BY ENGINEER.** Engineer shall provide to Client basic engineering services on an "as needed" basis as determined by Client (collectively the "Services"). The Services may include, without limitation, planning, surveying, project design, project development, and consultation regarding general engineering issues, review of documentation, GIS services, database services, and defined construction phase services. Specific Services to be performed shall be set forth in and more fully described in a task order ("Task Order").

- a. **Task Orders.** Task Orders are not binding until fully executed by each Party. Upon specific written request by Client, Engineer will prepare a detailed fee schedule for Client's review and approval. Should Client request, Engineer may agree to assist Client in developing and preparing a scope of services responsive to a particular request to be incorporated into each Task Order. Task Orders shall be bound by and interpreted by the terms of this Agreement. Task Orders shall be numbered sequentially. Task Orders will be individual stand-alone proposals and when executed by both Parties shall incorporate the terms of this Agreement such that this Agreement shall be amended.
- b. **Independent Contractor Status.** Engineer shall perform the Services hereunder as an independent contractor and not as an agent or fiduciary of Client.
- c. **Standard of Care.** Engineer shall perform the Services with the normal and customary standard practices of the engineering profession ordinarily used by members of the profession under similar circumstances at the same time and in the same locality where the Services are to be performed (the "Standard of Care").
- d. **Timeliness of Performance.** Engineer shall perform the Services hereunder with due and reasonable diligence consistent with the Standard of Care.
- e. **Client Objection to Personnel.** If at any time after the Effective Date Client has a reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Client shall notify Engineer in writing of such objection providing reasonable details concerning Client's objections. Thereafter, Engineer shall promptly propose substitutes to Client. Upon Client's mutual agreement, Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

### III. COMPENSATION AND PAYMENT TERMS.

- a. **Fees and Costs.** Client agrees that Engineer shall be paid for all Services rendered hereunder at the hourly rates reflected on Exhibit A, attached hereto, plus reimbursable of reasonable and necessary expenses ("Direct Costs") incurred by Engineer in the performance of the Services. Direct Costs include, without limitation, postage, equipment, expendables, mileage, subcontractor or special consultant fees, freight, testing fees, copies, and blueprints. Exhibit B lists the current Unit Pricing Schedule for Direct Costs. Direct Costs shall be billed at 1.1 times actual costs.
- b. **Invoices.** Engineer will submit monthly statements to Client for actual Services rendered and reimbursable

expenses incurred, if any. Invoices will be reasonably itemized to show the services performed broken down by the person(s) performing such services, the amount of time expended by such person(s) in performing the services, the billing rate for each such person, and a brief summary of the services performed by each such person.

- c. **Payment Terms.** Client agrees to pay monthly invoices or their undisputed portions within thirty (30) calendar days of receipt. Payment later than thirty (30) calendar days shall include interest at one percent (1%) per month or lesser maximum enforceable interest rate, from the date of the invoice until the date Engineer receives payment. Interest is due and payable when the overdue payment is made. Any delay in an undisputed payment constitutes a material breach of this Agreement.
- d. **Suspension of Services due to Nonpayment.** It is understood and agreed by the Parties that Engineer's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement, or any other remuneration from any third party. Client agrees that performance of the services under this Agreement is contingent upon Client's timely payment of invoices. In the event Client is delinquent on its payment of invoices, after receiving a notification from Engineer of nonpayment, Engineer shall have the right to stop providing the Services and to terminate this Agreement effective immediately.
- e. **Fee and Cost Calculations.** Lump sum and time-related charges will be billed as specified in the applicable Task Order. Unless stated otherwise in such Task Order, direct expenses, subcontracted services, and direct costs will be billed at actual cost plus a service charge of ten percent (10%). Mileage will be billed at current IRS rates. Rates used in the lump sum calculation(s), if applicable, are estimates and are not reflective of actual billing rates posted on invoices.
- f. **Disputed Invoices.** If Client reasonably disagrees with any portion of an invoice, Client shall notify Engineer in writing setting forth in reasonable detail the nature of the disagreement, including the invoice date, invoice number and the disputed amount. Claims for disputed amounts must be made within thirty (30) days of the date of the relevant invoice. Client waives the right to dispute charges not disputed within said thirty (30) day period.
- g. **Taxes.** The fees and costs stated in this Agreement exclude all sales, consumer, use and other taxes. Client agrees to fully reimburse Engineer and its subcontractors for taxes paid or assessed in association with the services provided hereunder, whether those taxes were in effect as of the date of this Agreement or were promulgated after the date of this Agreement. This clause shall not apply to taxes associated with reimbursable or other Project related expenses, which shall be identified in the applicable invoice for reimbursement by Client.

**IV. CLIENT'S OBLIGATIONS.** Client agrees that it will (i) designate a specific person to act as Client's representative; (ii) provide Engineer with all previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to Client that are relevant to Engineer's services; (iii) provide access to property owned by Client and or any third party as may be necessary for the performance of Engineer's services for Client; (iv) make prompt payments in response to Engineer's statements; and (v) respond in a timely manner to requests from Engineer. Engineer is entitled to rely upon and use, without independent verification and without liability, all information and services provided by Client or Client's representatives.

**V. TERMINATION.** Either Client or Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of the Services being performed by a third party. Following Engineer's receipt of such termination notice Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.

**VI. OWNERSHIP OF DOCUMENTS.**

- a. **License to Client.** Upon Engineer's completion of Services and receipt of payment in full, Engineer grants to Client a non-exclusive license to possess and use the final drawings and instruments produced in connection with Engineer's performance of the Services (collectively the "Deliverables"). The Deliverables may be copied,

duplicated, reproduced, and used by Client for the sole purpose of constructing, operating and maintaining the Project for which the Deliverables were created. Notwithstanding the foregoing, Client understands and agrees that the Deliverables and any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performed hereunder are and shall remain the sole and exclusive property of Engineer. Under no circumstances shall delivery of the Deliverables to Client be deemed a sale by Engineer, and Engineer makes no warranties, either express or implied, of merchantability or fitness for any particular purpose.

- b. **Prohibition Against the Reuse of Deliverables.** Client agrees that the Deliverables are not intended or represented to be suitable for reuse by Client or any third party for any purpose other than as set forth herein. Client agrees that Client may not use or reuse the Deliverables on any other project without the express written authorization of Engineer and any reuse by Client, or by those who obtain said information from or through Client, without Engineer's written consent, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subcontractors or independent contractors or associates (collectively "Engineer's Affiliates").
- c. **Indemnification for Reuse of Deliverables.** Client agrees to defend, indemnify and hold Engineer and Engineer's Affiliates harmless from and against any and all damages, liability and costs arising from the reuse of the Deliverables in violation of Section V.b. above. Under no circumstances shall delivery of the Deliverables by Engineer to Client be deemed a sale by Engineer, and Engineer makes no warranties, either express or implied, of merchantability or fitness for any particular purpose. In no event shall Engineer be liable for any damages, including but not limited to indirect or consequential damages, as a result of Client's unauthorized use or reuse of the Deliverables.
- d. **Electronic Files.** Client agrees that differences may exist between the electronic files and the printed hard-copy original documents provided by Engineer. In the event of a conflict between the signed original documents prepared by Engineer and any electronic or other files or data provided, it is understood and agreed that the original signed or sealed hard-copy documents shall govern.

**VII. NOTICES.** Any notice or communication required or permitted to be given hereunder may be delivered to the Parties as designated below, or such other address as may be designated in writing from time to time in accordance with this section by (a) personal delivery; (b) overnight courier (signature required); or (c) U.S. Mail (registered or certified only), return receipt requested. Such notice will be deemed to be given on the date of actual receipt.

**To Engineer:**  
**Half Associates, Inc.**  
Attn: Legal Department  
1201 North Bowser Road  
Richardson, TX 75081-2275  
Telephone: 214-346-6200  
With copies to [legalhelp@half.com](mailto:legalhelp@half.com)

**To Client:**  
**City of Seagoville**  
Attn: Mr. Chris Ryan  
702 North Hwy. 175  
Seagoville, TX 75159  
Tele: 972-287-2058  
Email: cryan@seagoville.us

**VIII. INSURANCE.** Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter, professional liability insurance. The limits of liability shall be \$2,000,000 per claim and in the aggregate. Engineer shall submit to Client a certificate of insurance prior to commencing performance of the services.

**IX. DISPUTE RESOLUTION.**

- a. "Dispute" means any controversy, claim (whether for damages, costs, expenses or other losses) or disagreement by and between the Parties, whether in contract, tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with this Agreement including the interpretation, performance or non-performance, or exercise of rights under any provision of this Agreement.
- b. **Negotiation.** In the event of a Dispute, the Parties agree that they shall first attempt to informally negotiate in good faith to resolve the Dispute through one or more meetings to be held between authorized representatives with decision-making authority from each Party for a period of not less than twenty-one (21) days. These

informal negotiations are a condition precedent to both mediation and the institution of any legal or equitable proceedings, unless such meetings will infringe upon schedules defined by applicable statutes of limitation or repose. Should such a situation arise, the Parties agree that such meetings shall still be required, but the institution of said proceedings shall not be precluded for failure to meet this specific meeting requirement. All reasonable requests for information made by one Party to the other shall be honored. All negotiations and information exchanged between the Parties pursuant to this Section IX.b. shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

- c. **Mediation.** Excluding Disputes related to a disputed and/or unpaid invoice which are not required to be mediated, if the Dispute cannot be resolved by negotiations pursuant to Section IX.b. above, the Parties shall endeavor to settle the Dispute by mediation under the then current construction industry mediation rules and procedures published by the American Arbitration Association (“AAA”). The Parties shall mutually agree on the mediator. If the Parties are unable to do so, or the agreed upon mediator is unwilling or unable to serve, AAA shall appoint a mediator. Costs associated with mediation shall be shared equally by Client and Engineer. All reasonable requests for information made by one Party to the other shall be honored. The mediation and information exchanged between the Parties pursuant to this Section IX.c. shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- d. **Litigation.** If the Dispute cannot be resolved by negotiation pursuant to Section IX.b. or mediation pursuant to Section IX.c., the Parties agree to submit to the exclusive venue and jurisdiction set forth in Section IX.e. below. The prevailing Party shall be entitled to recover from the other Party all fees, costs, and expenses related to such litigation, including, without limitation, reasonable attorneys’ and expert witness’ fees and all fees, costs and expenses of any appeals.
- e. **Governing Law and Jurisdiction.** This Agreement shall be administered under the substantive laws of the State of **Texas** (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance, and enforcement. Exclusive jurisdiction and venue shall lie in any court of competent jurisdiction in **Dallas County, Texas.**

**X. EXCLUSIVITY OF REMEDIES.** The Parties acknowledge and agree that the remedies set forth in Section XII below are and shall remain the Parties’ sole and exclusive remedy with respect to any Dispute. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any Dispute, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy or Dispute resolution method.

**XI. AGREED REMEDIES**

- a. **No Individual Liability.** In no event shall Engineer's individual employees, consultants, agents, officers or directors be subject to any personal legal exposure or liability for Disputes arising out of or in connection with this Agreement.
- b. **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND ENGINEER, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY, CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF ENGINEER AND ENGINEER'S AFFILIATES TO CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL DISPUTES, SHALL NOT EXCEED ENGINEER'S FEE RECEIVED HEREUNDER FOR THE SERVICES PERFORMED, ADJUSTED DOWNWARD TO ACCOUNT FOR SUBCONTRACTOR FEES INCURRED AND REIMBURSABLE EXPENSES, UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS LOWER. INCREASED LIMITS MAY BE NEGOTIATED FOR AN ADDITIONAL FEE.
- c. **Waiver of Consequential Damages.** Notwithstanding any other provision of this Agreement, neither Party shall be liable to the other Party for contingent, consequential or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime; or other similar business interruption losses, however, the same may be caused.

- d. **Time Limit To Make A Claim.** Client may not assert any claim against Engineer after the shorter of (1) three (3) years from substantial completion of the services giving rise to the claim, or (2) the statute of limitation provided by law, or (3) the statute of repose provided by law.

**XII. PROJECT ENHANCEMENT/BETTERMENT.**

- a. **Betterments.** If a component of the Project is omitted from Engineer's Deliverables due to the breach of this Agreement by Engineer or the negligence of Engineer, Engineer will not be liable to Client to the extent such omission relates to any betterment, improvement or added value component (collectively a "Betterment") added to the Project. Client will be responsible for the amount it would have paid for such Betterment as if such Betterment had been included in Engineer's Deliverables. Notwithstanding the foregoing, Engineer will be responsible only to the extent necessary to place Client in the same position it would have been but for Engineer's breach or negligence, for the reasonable (i) retrofit expense, (ii) waste, or (iii) intervening increase in the cost of the Betterment furnished through a change order from Client. To the extent that unit pricing increases due to the addition of the Betterment, Client understands and agrees that such cost increases would only be applicable to newly identified Betterments, not increases in quantity of existing items.
- b. **Component Enhancements.** If it is necessary to replace a component of the Project due to the breach of this Agreement by Engineer or the negligence of Engineer, Engineer will not be liable to Client for any enhancement or upgrade of such component beyond that originally included in the Deliverables. In addition, if the component has an identifiable useful life that is less than the Project itself, the damages of Client shall be reduced to the extent that the useful life of the original component will be extended by the replacement thereof.
- c. **Betterment/Component Enhancement Exclusion.** IN THE EVENT OF A DISPUTE, THE PARTIES AGREE THAT ENGINEER'S LIABILITY, IF ANY, SHALL EXCLUDE ANY AND ALL DAMAGES, COSTS, AND EXPENSES THAT CREATE OR RESULT IN A BETTERMENT, COMPONENT ENHANCEMENT OR OTHER ADDED VALUE OR UPGRADE/ENHANCEMENT OF THE PROJECT RECEIVED BY CLIENT DUE TO ENGINEER'S BREACH OR NEGLIGENCE.

**XIII. ASSIGNMENT.** This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits, or duties associated hereto, shall be assigned or assignable by either Client or Engineer without the prior written consent of the other Party.

**XIV. NO THIRD PARTY BENEFICIARIES.** This Agreement is being entered into for the sole benefit of the Parties hereto, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

**XV. WAIVER.** Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

**XVI. SEVERABILITY.** Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

**XVII. INTEGRATION.** This Standard Form of Agreement, Exhibit A, Exhibit B and each duly authorized and executed Task Order, are fully incorporated herein and represent the entire understanding of Client and Engineer and supersedes and replaces all prior, contemporaneous and subsequent agreements, negotiations, representations, warranties, understandings, statements, promises, or inducements, whether oral or written, regarding the matters contained herein. No prior, contemporaneous, or subsequent communications, whether oral, written, electronic or other form, shall be of any force or effect with respect to the matters covered herein. Any amendments or modifications to this Agreement shall only be effective if made in writing and signed by both Parties.

**XVIII. SIGNATORIES.** Client and Engineer mutually warrant and represent that the representation of each who is

executing this Agreement on behalf of Client or Engineer, respectively, has full authority to execute this Agreement and bind the entity so represented.

**IN WITNESS WHEREOF**, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**HALFF ASSOCIATES, INC.**

**CLIENT: CITY OF SEAGOVILLE, Texas**

By: Ben Stephens  
Signature

By: \_\_\_\_\_  
Signature

Ben Stephens, PE, ENV SP  
Printed Name

\_\_\_\_\_  
Printed Name

Water/Wastewater Technical Leader  
Title

\_\_\_\_\_  
Title

9/26/2024  
Date

\_\_\_\_\_  
Date

## EXHIBIT A

Hourly Rates (pursuant to Section III.a.)

Labor Rate Schedule			
Labor Category	Level	Low	High
<b>Architect</b>	I	\$106.00	\$155.00
	II	\$111.00	\$162.00
	III	\$149.00	\$219.00
	IV	\$196.00	\$286.00
	V	\$295.00	\$432.00
<b>Engineer</b>	I	\$121.00	\$135.00
	II	\$135.00	\$173.00
	III	\$179.00	\$225.00
	IV	\$232.00	\$281.00
	V	\$298.00	\$575.00
<b>Scientist</b>	I	\$96.00	\$112.00
	II	\$114.00	\$151.00
	III	\$162.00	\$208.00
	IV	\$215.00	\$255.00
	V	\$273.00	\$411.00
<b>Landscape / Planner</b>	I	\$91.00	\$104.00
	II	\$111.00	\$142.00
	III	\$152.00	\$191.00
	IV	\$194.00	\$242.00
	V	\$243.00	\$381.00
<b>Surveyor</b>	I	\$100.00	\$146.00
	II	\$112.00	\$164.00
	III	\$144.00	\$173.00
	IV	\$176.00	\$230.00
	V	\$223.00	\$375.00
<b>Field Tech</b>	I	\$69.00	\$104.00
	II	\$83.00	\$119.00
	III	\$106.00	\$135.00
	IV	\$142.00	\$169.00
	V	\$174.00	\$251.00
<b>Office Tech</b>	I	\$63.00	\$87.00
	II	\$87.00	\$105.00
	III	\$108.00	\$139.00
	IV	\$135.00	\$173.00
	V	\$187.00	\$295.00

(Table continued on next page)

(Table continued from previous page)

<b>Labor Rate Schedule</b>			
<b>Labor Category</b>	<b>Level</b>	<b>Low</b>	<b>High</b>
<b>Administrative</b>	I	\$64.00	\$95.00
	II	\$86.00	\$106.00
	III	\$107.00	\$133.00
	IV	\$139.00	\$165.00
	V	\$218.00	\$377.00
<b>Specialist</b>	I	\$96.00	\$114.00
	II	\$118.00	\$152.00
	III	\$157.00	\$207.00
	IV	\$207.00	\$242.00
	V	\$286.00	\$402.00
<b>CEI Services</b>	I	\$68.00	\$113.00
	II	\$94.00	\$125.00
	III	\$106.00	\$132.00
	IV	\$138.00	\$212.00
	V	\$172.00	\$269.00
<b>Intern</b>		\$79.00	\$109.00

<b>Crew Rate Schedule</b>		
<b>Crew Rate</b>	<b>Unit</b>	<b>Standard Rate</b>
1-Man Survey Crew	hour	\$130.00
1-Man Survey Crew (Robotics)	hour	\$180.00
1-Man Terrestrial HDS Crew	hour	\$255.00
2-Man Survey Crew	hour	\$200.00
2-Man Survey Crew (Robotics)	hour	\$220.00
2-Man Terrestrial HDS Crew	hour	\$350.00
3-Man Survey Crew	hour	\$265.00
3-Man Survey Crew (Robotics)	hour	\$315.00
4-Man Survey Crew	hour	\$300.00
4-Man Survey Crew (Robotics)	hour	\$375.00
Designating (QL-B) (1-Man)	hour	\$120.00
Designating (QL-B) (2-Man)	hour	\$240.00
FAA 107 UAS Pilot	hour	\$260.00
GPR (1-Man)	hour	\$150.00
GPR (2-Man)	hour	\$180.00
Potholing (QL-A) (1-Man)	hour	\$170.00
Potholing (QL-A) (2-Man)	hour	\$340.00
Spar Designating (QL-B) (2-Man)	hour	\$300.00

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## EXHIBIT B

### Direct Costs (pursuant to Section III.a.)

Direct Expense Rates		
Equipment Rate	Unit	Standard Rate
MX9 Mobile LIDAR (ES20-I)	day	\$3,200.00
Basemap Services (XA01)	each	\$175.00
Office Vehicle Mileage (VA01-M)	mile	\$0.67
Replica (XA05)	each	\$2,000.00
Secure Access Expense (XA06)	each	\$1,000.00
UAS LIDAR (ES11-I)	day	\$2,500.00
Cintoo (XA04)	each	\$500.00
High Secure Access Expense (XA07)	each	\$5,500.00
Solv 3D (XA03)	each	\$3,000.00
Virtual Public Engmnt (VPE) App (XA02)	each	\$1,000.00

## TASK ORDER # 1

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A TASK ORDER BASIS	
Effective Date of Agreement	
TASK ORDER #1 Effective Date	
Engineer:	<b>Halff Associates, Inc.</b>
Client:	<b>CITY OF SEAGOVILLE, Texas</b>

In accordance with Section II of the Agreement for Professional Engineering Services by and between Engineer and Client referenced above (the "Agreement"), Client and Engineer hereby mutually agree upon the terms set forth in this Task Order. To the extent this Task Order conflicts with the Agreement, the Agreement shall control.

SERVICES	
1. PROJECT SCOPE:	Provide general engineering consultation to the City of Seagoville in FY 2025 at the City's request.
2. DESCRIPTION OF SERVICES (detailed)	As Requested
3. PAYMENT TYPE	<input checked="" type="checkbox"/> Time & Material <input type="checkbox"/> Fixed Price <input type="checkbox"/> Hourly Rate <input type="checkbox"/> Other
4. FEE NOT TO EXCEED (if applicable)	<b>\$ 60,000.00</b>
5. SCHEDULE	FROM: <b>October 1, 2024</b> TO: <b>September 30, 2025</b>
6. PROJECT LOCATION	Seagoville, Texas
7. OTHER REQUIREMENTS AND PROVISIONS	
8. PRIME AGREEMENT (if applicable)	Owner's Name: City of Seagoville Owner's Address: 702 North Hwy. 175, Seagoville, TX 75159 Effective Date of Prime Agreement: Other pertinent Information:

SERVICE CONTACTS	
<b>CITY OF SEAGOVILLE, Texas</b>	Halff Associates, Inc.
Contact Name: Mr. Chris Ryan	Contact Name: Ben Stephens, PE, ENV SP
Phone No.: 972-287-2058	Phone No.: 972-761-1631
Email: cryan@seagoville.us	Email: bstephens@halff.com

Upon full execution of this Task Order by Engineer and Halff, Halff shall commence performance of the Services described herein in accordance with the terms and conditions of the Agreement.

**ENGINEER: Halff Associates, Inc.**

**CLIENT: CITY OF SEAGOVILLE, Texas**

By:   
 Signature

Ben Stephens, PE, ENV SP  
 Printed Name

Water/Wastewater Technical Leader  
 Title

9/26/2024  
 Date

By: \_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date



TO: Mayor and City Council

FROM: Chris Ryan, Director of Public Works

DATE: October 7, 2024

ITEM: 18

DESCRIPTION: Consider a Resolution approving an agreement for professional engineering services on a task order basis for on-call consultation services related to water and wastewater engineering services with Garver LLC, in an amount not to exceed fifty thousand dollars (\$50,000.00); authorizing the City Manager to execute said agreement.

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### **INTRODUCTION**

The purpose of this item is to provide the Public Works Department with Professional Engineering Services on a task order basis for on-call consultation services related to water and wastewater engineering services.

### **BACKGROUND**

The City of Seagoville has contracted with Garver, LLC, for an on-call consultation services and various other water and wastewater engineering issues. The services of a full-time engineer are not feasible at this point; however, staff finds it necessary many times throughout the year to consult with various professionals to ensure the best possible service for our community is provided. Approval of this agenda item will ensure that staff will have the ability to consult with extremely competent engineering professionals in water and wastewater services to ensure that we make the best possible decisions for our residents, businesses, and visitors to our community.

### **FINANCIAL IMPACT**

Approved FY2024 Budget for professional services on a task order basis.

### **RECOMMENDATION**

Public Works recommends approval.

### **ATTACHMENTS**

1. Resolution
2. Agreement

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS**

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING AN AGREEMENT WITH GARVER, LLC FOR PROFESSIONAL ENGINEERING SERVICES ON A TASK ORDER BASIS FOR ON-CALL CONSULTATION SERVICES RELATED TO WATER AND WASTEWATER ENGINEERING SERVICES FOR COMPENSATION IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND DOLLARS (\$50,000.00); AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Garver, LLC, (“Engineer”) provides professional engineering services to the City of Seagoville (“City”) on an “as needed” or “task order” basis as determined by the City; and

**WHEREAS**, the City has a need for on-call consultation services relative to water and wastewater engineering services; and

**WHEREAS**, Engineer has agreed to provide said on-call consultation services on an as needed basis; and

**WHEREAS**, the City Council finds that it is in the best interest of the City to approve the agreement for Professional Engineering Services on a Task Order Basis for on-call consultation services relative to water and wastewater engineering services as set forth in Exhibit "1", including its Exhibit "A" attached thereto, for compensation in an amount not to exceed Fifty Thousand Dollars and no cents (\$50,000.00), and to authorize the City Manager to execute the same.

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

**SECTION 1.** The City Council approves the agreement with Garver, LLC for Professional Engineering Services on a Task Order Basis for on-call consultation services relative to water and wastewater engineering services as set forth in Exhibit "1" ( including its Exhibit "A" attached thereto) which is attached hereto and incorporated herein by this reference, for compensation in an amount not to exceed Fifty Thousand Dollars and no cents (\$50,000.00), and hereby authorizes the City Manager to execute said Agreement.

**SECTION 2.** Any prior Resolutions of the City Council of the City of Seagoville, Texas, in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

**SECTION 3.** If any article, paragraph, subdivision, clause or provision of this Resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgement or holding shall not affect the validity of this Resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

**SECTION 4.** This resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Seagoville, Texas, and it is accordingly resolved.

**DULY PASSED** by the City Council of the City of Seagoville, Texas, on the 7<sup>h</sup> day of October, 2024.

APPROVED:

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Lackey Stepper Sebastian, Mayor

ATTEST:

---

Sara Egan, City Secretary

APPROVED AS TO FORM:

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Chris Metcalf, Asst. City Attorney

## Exhibit 1

4876-8051-0700, v. 1



**WORK ORDER NO. 17**  
**City of Seagoville**  
**Water & Wastewater Consultation Services**  
**Project No. 2402105**

This WORK ORDER (“Work Order”) is made by and between the **City of Seagoville** (hereinafter referred to as “**OWNER**”) and **Garver, LLC**, (hereinafter referred to as “**GARVER**”) in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on March 24, 2021 (the “Agreement”).

Under this Work Order, the OWNER intends to make the following improvements for **On-Call Engineering Services**:

The OWNER intends to utilize GARVER on an on-call, hourly basis for general consultation and evaluation services pertaining to water and wastewater utilities.

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

**SECTION 1 - SCOPE OF SERVICES**

**Task 1.0 General Water/Wastewater Consultation and Evaluation Services**

On an on-call, hourly basis, GARVER will provide general consultation and evaluation services pertaining to water and wastewater utilities at the request of the OWNER. The work will primarily consist of requests by the OWNER not identified in the provisions of Work Order #1 and Work Order #2. The definition of these services is left to the discretion of and between GARVER and the OWNER, and will be agreed upon prior to the execution of services.

Once a request by the OWNER is presented to GARVER, GARVER will evaluate whether or not the requested task falls under the category of “General Consultation and Evaluation Services” for water and wastewater utilities. If both GARVER and the OWNER come to an agreement that the requested task does not fall within the scope of services of this work order, GARVER will prepare a separate work order for the requested task.

**SECTION 2 – PAYMENT**

For the work described under SECTION 1 – SCOPE OF SERVICES, the OWNER will pay GARVER on an hourly rate basis. The OWNER will pay GARVER, for time spent on the project, at the hourly rate of each of Garver’s personnel shown in Appendix A (may include contract staff classified at GARVER’s discretion) during the performance of these services plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to GARVER under this agreement is not to exceed **\$25,000**. GARVER will identify on each invoice which evaluation task, or specialty review, is associated with the submitted charges.

The OWNER represents that funding sources are in place with the available funds necessary to pay GARVER.

The table below presents a summary of the anticipated fee amounts and fee types for this Work Order.



WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Task 1.0 – General Water/Wastewater Consultation and Evaluation Services	\$50,000	HOURLY, NOT TO EXCEED

The OWNER will pay Garver for Service rendered at the rates shown in Appendix A for each classification of Garver’s personnel (may include contract staff classified at Garver’s discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to Garver under this Work Order is not to exceed **\$50,000.00**. The rates shown in Appendix A will be increased annually with the first increase effective on or about July 1, 2025.

Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.

The OWNER will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the OWNER for the scope of services described in this agreement. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge.

Additional Services (Extra Work). For work not described or included in Section 1 – Scope of Services but requested by the OWNER in writing, the OWNER will pay GARVER, for time spent on the project, at the rates shown in Appendix A for each classification of GARVER’s personnel (may include contract staff classified at GARVER’s discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Appendix A will be increased annually with the first increase effective on or about July 1, 2024.

### SECTION 3 – APPENDICES

- 3.1 The following Appendices are attached to and made a part of this Work Order:  
3.1.1 Appendix A – Fee Spreadsheet / Unit Rates



This Work Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

The effective date of this Work Order shall be the last date written below.

CITY OF SEAGOVILLE

GARVER, LLC

By: \_\_\_\_\_  
*Signature*

By: Lance Klement  
*Signature*

Name: \_\_\_\_\_  
*Printed Name*

Name: Lance Klement  
*Printed Name*

Title: \_\_\_\_\_

Title: North Texas Water Team Leader

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

Date: 10/1/2024



**Appendix A**  
**City of Seagoville**  
**Water & Wastewater Consultation Services**  
**Garver Hourly Rate Schedule: July 2024 - June 2025**

<b>Classification</b>	<b>Rates</b>
<b>Engineers / Architects</b>	
E-1	\$ 130.00
E-2	\$ 149.00
E-3	\$ 197.00
E-4	\$ 221.00
E-5	\$ 247.00
<b>Planners</b>	
P-1	\$ 157.00
P-2	\$ 196.00
P-3	\$ 244.00
P-4	\$ 273.00
<b>Designers</b>	
D-1	\$ 118.00
D-2	\$ 135.00
<b>Technicians</b>	
T-1	\$ 95.00
<b>Environmental Specialists</b>	
ES-1	\$ 104.00
ES-2	\$ 131.00
ES-3	\$ 168.00
ES-4	\$ 198.00
<b>Management / Administration</b>	
AM-1	\$ 75.00
AM-2	\$ 96.00



**THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES** (“**Agreement**”) is made as of the Effective Date by and between the **City of Seagoville** (hereinafter referred to as “**Owner**”), and **Garver, LLC** (hereinafter referred to as “**Garver**”). Owner and Garver may individually be referred to herein after as a “**Party**” and/or “**Parties**” respectively.

## RECITALS

**WHEREAS**, Owner is in need of certain professional engineering Services as further set forth in the applicable Work Order.

**WHEREAS**, Garver will provide professional Services as further described herein.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

### 1. DEFINITIONS GARVER

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section

“**Effective Date**” means the date last set forth in the signature lines below.

“**Damages**” means any and all damages, liabilities, or costs (including reasonable attorneys’ fees recoverable under applicable law).

“**Hazardous Materials**” means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

“**Personnel**” means affiliates, directors, officers, partners, members, employees, and agents.

“**Work Order**” means a document executed by both Parties reflecting Owner’s request for professional engineering Services in the form of Exhibit A.

### 2. SCOPE OF SERVICES

2.1. Services. Owner hereby engages Garver to perform the professional engineering services as may be requested by Owner under a Work Order(s) (the “**Services**”). Execution of the applicable Work Order by Owner constitutes Owner’s written authorization to proceed with the Services set forth in such Work Order. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.



### 3. PAYMENT

- 3.1. Fee. For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and the applicable Work Order. Owner represents that funding sources necessary to pay Garver in accordance with the terms of this Agreement will be in place prior to execution of the applicable Work Order.
- 3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished.
- 3.3. Payment.
- 3.3.1. Due Date. Owner shall pay Garver all undisputed amounts thirty (30) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.
- 3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.
- 3.3.3. Payments due and owing that are not received within thirty (30) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

### 4. AMENDMENTS

- 4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("Amendment"). As soon as reasonably possible, Garver shall forward a formal Amendment to Owner with backup supporting the Amendment to establish any such equitable adjustment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional work created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

### 5. OWNER'S RESPONSIBILITIES

- 5.1. Owner's responsibilities shall include the following:
- 5.1.1. Those responsibilities set forth in the applicable Task Order.
- 5.1.2. Pay Garver in accordance with Section 3 and the applicable Work Order.



- 5.1.3. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in the applicable Work Order.
- 5.1.4. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Work Order; or (iii) Owner's performance of its responsibilities under this Agreement.
- 5.1.5. Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents, if any.
- 5.1.6. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

## 6. GENERAL

### 6.1. Standards of Performance.

- 6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.
- 6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- 6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's project specific safety programs, which have been provided to Garver in writing in advance of any site visits.
- 6.1.4. Relied Upon Information: Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- 6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services.



Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

- 6.1.6. Garver is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, research, or enforcement of construction insurance or surety bonding requirements. Garver's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission.

## 6.2. Instruments of Service.

- 6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under the applicable Work Order (the "**Deliverables**"), shall become the property of Owner subject to the terms and conditions stated herein.
- 6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("**Electronic Media**"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner's possession or released to others by Owner. Garver's sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.
- 6.2.3. Property Rights. All property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so embedded and may not be separated therefrom.
- 6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of the project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants. To the extent permitted by applicable law, Owner shall, to the extent allowed by law, indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs,



including but not limited to costs of defense arising out of Owner's use of the Intellectual Property contrary to the rights permitted herein.

### 6.3. Opinions of Cost.

6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of project costs or construction costs provided pursuant to the applicable Work Order, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry in the locale and general area. Garver cannot and does not guarantee that proposals, bids, or actual project or construction costs will not vary from estimates prepared by Garver.

6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

### 6.5. Design without Construction Phase Services.

6.5.1. Garver shall be responsible only for those construction phase Services expressly set forth in a Work Order, if any. With the exception of such expressly required Services, Garver shall have no responsibility or liability for any additional construction phase services, including review and approval of payment applications, design, shop drawing review, or other obligations during construction. Owner assumes all responsibility for interpretation of the construction contract documents and for construction observation and supervision and waives any claims against Garver that may be in any way connected thereto.

6.5.2. Owner agrees, to the fullest extent permitted by law, to indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such construction phase services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the construction contract documents to reflect changed field or other conditions, except to the extent such claims arise from the negligence of Garver in performance of the Services.



6.5.3. If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the work as an Amendment in accordance with Sections 4 and 10.2.

6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall indemnify and hold Garver and Garver's subconsultants, and their Personnel harmless from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.

6.7. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver's performance of Services to be Confidential Information. Garver understands that Owner is a public entity and that its records are public and subject to the Texas Public Information Act. Accordingly, Garver and Owner agree that except as may otherwise be legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure (excepting disclosure by Owner pursuant to the Texas Public Information Act) by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services.

## **7. INSURANCE**

### **7.1. Insurance**

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit B until completion of the Service.

7.1.2. Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.

7.1.3. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit B.

## **8. DOCUMENTS**



- 8.1. Audit. Garver will retain all pertinent records for a period of three (3) years beyond completion of the Services. Owner may have access to such records during normal business hours with three (3) business days advanced written notice. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).
- 8.2. Delivery. After completion of the Services, and prior to final payment, Garver shall deliver to the Owner all Deliverables required under the applicable Work Order.

## 9. INDEMNIFICATION / WAIVERS

### 9.1. Indemnification.

- 9.1.1. Garver Indemnity. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Owner, and Owner's Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.
- 9.1.2. Owner Indemnity. To the extent allowed by law and subject to the limitations of liability set forth in Section 9.2, Owner agrees to indemnify and hold Garver and Garver's subconsultants and their Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent caused by the negligent acts, errors, or omissions of Owner or any other party for whom Owner is legally liable, in the performance of Owner's obligations under this Agreement.
- 9.1.3. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Owner, they shall be borne by each Party in proportion to its own negligence.

### 9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

- 9.2.1. THE PARTIES AGREE THAT ANY CLAIM OR SUIT FOR DAMAGES MADE OR FILED AGAINST THE OTHER PARTY WILL BE MADE OR FILED SOLELY AGAINST GARVER OR OWNER RESPECTIVELY, OR THEIR SUCCESSORS OR ASSIGNS, AND THAT NO PERSONNEL SHALL BE PERSONALLY LIABLE FOR DAMAGES UNDER ANY CIRCUMSTANCES.
- 9.2.2. MUTUAL WAIVER. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER OWNER, GARVER, NOR THEIR RESPECTIVE PERSONNEL SHALL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES, AND OWNER HEREBY RELEASES GARVER, AND GARVER RELEASES OWNER, FROM ANY SUCH LIABILITY.
- 9.2.3. LIMITATION. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE WORK ORDER TO BOTH THE OWNER AND GARVER, OWNER HEREBY AGREES THAT GARVER'S AND ITS PERSONNEL'S TOTAL LIABILITY UNDER THE AGREEMENT SHALL BE LIMITED TO ONE HUNDRED PERCENT (100%) OF GARVER'S COLLECTABLE INSURANCE PROCEEDS UP TO THE LIMITS EXPRESSLY SET FORTH IN EXHIBIT B.
- 9.2.4. NO OTHER WARRANTIES. NO OTHER WARRANTIES OR CAUSES OF ACTION OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL



WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE) SHALL APPLY. OWNER'S EXCLUSIVE REMEDIES AND GARVER'S ONLY OBLIGATIONS ARISING OUT OF OR IN CONNECTION WITH DEFECTIVE SERVICES (PATENT, LATENT OR OTHERWISE), WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, SHALL BE THOSE STATED IN THE AGREEMENT.

9.2.5. THE LIMITATIONS SET FORTH IN SECTION 9.2 APPLY REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT, OR NEGLIGENCE INCLUDING GROSS NEGLIGENCE, STRICT LIABILITY, WARRANTY, INDEMNITY, ERROR AND OMISSION, OR ANY OTHER CAUSE WHATSOEVER.

## 10. DISPUTE RESOLUTION

### 10.1. Dispute Resolution.

10.1.1. Owner and Garver agree to negotiate any dispute between them in good faith during the thirty (30) days after notice of such dispute. If negotiations are unsuccessful in resolving the dispute, then the parties may exercise their rights at law in litigation.

10.2. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

## 11. TERMINATION

11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with the applicable Work Order for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices, and (ii) all costs reasonably incurred to bring such Services to an orderly cessation.

11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.

11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the



benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

## 12. MISCELLANEOUS

- 12.1. Governing Law. This Agreement is governed by the laws of the State of Texas, without regard to its choice of law provisions.
- 12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other.
- 12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.
- 12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.
- 12.5. Entire Agreement. This Agreement, the exhibit(s) hereto, and all Work Orders (such Work Orders, however, shall not contain modifications to the terms and conditions of this Agreement, but rather will contain only scope and fee additions) that may be issued in relation to the Services together constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.
- 12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall, to the extent reasonably possible while preserving the purpose and intent of the Agreement, not affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.
- 12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

## 13. EXHIBITS

- 13.1. The following Exhibits are attached to and made a part of this Agreement:

Exhibit A – Form of Work Order  
Exhibit B – Insurance

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.



Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

**IN WITNESS WHEREOF**, Owner and Garver have executed this Agreement effective as of the date last written below.

City of Seagoville

Garver, LLC

By: \_\_\_\_\_

*Signature*

By: \_\_\_\_\_

*Signature*

Name: \_\_\_\_\_

*Printed Name*

Name: \_\_\_\_\_

*Printed Name*

Title: \_\_\_\_\_

*City Manager*

Title: \_\_\_\_\_

*North Texas Water Team Leader*

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

*April 21, 2021*

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

*March 19th, 2021*

Attest: \_\_\_\_\_

*Handi Jackson*

Attest: \_\_\_\_\_

*Kelly*



**EXHIBIT B  
(INSURANCE)**

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

	Statutory Limit
Worker's Compensation	
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
General Liability	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Each Claim Made	\$1,000,000
Annual Aggregate	\$2,000,000
Excess of Umbrella Liability	
Per Occurrence	\$1,000,000
General Aggregate	\$1,000,000

_____	_____
_____	_____
_____	_____
_____	_____



TO: Mayor and City Council  
FROM: Chris Ryan, Director of Public Works  
DATE: October 7, 2024  
ITEM: 19  
DESCRIPTION: Consider a Resolution approving an agreement for professional engineering services Garver, LLC for the purpose of providing engineering services for the Ard Road pump station to Seagoville Road 18" water line; in an amount not to exceed one hundred one thousand one hundred twenty-two one dollars and seventy-five cents (\$101,122.75); authorizing the City Manager to execute said agreement.

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### **INTRODUCTION**

The purpose of this item is to provide the Public Works Department with Professional Engineering Services for the Ard Road Pump Station to Seagoville Road 18" water line.

### **BACKGROUND**

The City of Seagoville has contracted with Garver, LLC, for the Ard Road Pump Station to Seagoville Road 18" water line. This a project to replace approximately 1200 feet of 8" water line with an 18" water line. A new 18-inch diameter water line will help provide additional flows to Seagoville Road. Garver has provided a proposal for engineering services to design the Ard Road Pump Station to Seagoville Road 18" water line.

### **FINANCIAL IMPACT**

Approved FY2024-25 Budget.

### **RECOMMENDATION**

Public Works recommends approval.

### **ATTACHMENTS**

1. Resolution
2. Agreement

**THE CITY OF SEAGOVILLE, TEXAS**

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ("AGREEMENT") WITH GARVER, LLC FOR THE PURPOSE OF PROVIDING ENGINEERING SERVICES FOR THE ARD ROAD PUMP STATION TO SEAGOVILLE ROAD 18" WATER LINE; IN AN AMOUNT NOT TO EXCEED ONE HUNDRED ONE THOUSAND ONE HUNDRED TWENTY TWO ONE DOLLARS AND SEVENTY FIVE CENTS (\$101,122.75); AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council for the City of Seagoville, Texas desires to enter into an Agreement for the purpose of providing engineering services to design the Ard Road Pump Station to Seagoville Road 18" water line; and,

**WHEREAS**, Garver, LLC. has provided a proposal for the purpose of providing engineering services to design the Ard Road Pump Station to Seagoville Road 18" water line in the amount of \$101,122.75; and,

**WHEREAS**, the City Council for the City of Seagoville, Texas has reviewed the Contract and has determined it to be in the best interest of the City of Seagoville to enter into said agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS:**

**SECTION 1.** The agreement attached hereto as Exhibit A, with Garver, LLC., for engineering services related to the design of the Ard Road Pump Station to Seagoville Road 18" water line, in an amount not to exceed \$101,122.75 is approved, and the City Manager is authorized to execute the same on behalf of the City.

**SECTION 2.** That any prior Resolutions of the City Council of the City of Seagoville, Texas, in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

**SECTION 3.** That if any article, paragraph, subdivision, clause or provision of this Resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgement or holding shall not affect the validity of this Resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

**SECTION 4.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Seagoville, Texas, and it is

accordingly resolved.

**DULY PASSED** by the City Council of the City of Seagoville, Texas, on the 7<sup>th</sup> day of October , 2024.

APPROVED:

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Lackey Stepper Sebastian, Mayor

ATTEST:

---

Sara Egan, City Secretary

APPROVED AS TO FORM:

---

Victoria Thomas, City Attorney





**WORK ORDER NO. 16**  
**City of Seagoville**  
**Ard Road Pump Station to Seagoville Road 18-inch Water Line**  
**Project No. 22W05145**

This WORK ORDER (“Work Order”) is made by and between the **City of Seagoville** (hereinafter referred to as “**Owner**”) and **Garver, LLC**, (hereinafter referred to as “**Garver**”) in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on March 24, 2021 (the “Agreement”).

Under this Work Order, the Owner intends to make the following improvements for **On-Call Engineering Services**

The OWNER intends to utilize GARVER on a lump sum basis for the survey, design, and bidding services, and a hourly not to exceed basis for construction support services of the replacement of approximately 1,300 LF of 8-inch waterline with a 18-inch PVC waterline. The new water line will begin at the Ard Road Pump Station and run northeast, ending at the intersection of Ard Road and Seagoville Road. The new water line will be installed by both open cut and by “other than open cut” methods as designated by Garver.

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

**SECTION 1 - SCOPE OF SERVICES**

A. Garver shall provide the following Services:



## **Basic Services**

### **1. General Items and Design Management**

- 1.1. Kick-off Meeting – Attendance at preliminary kickoff meeting with Owner staff and project stakeholders and monthly status reports as necessary to maintain project schedule.
- 1.2. Research and Data Collection – Research existing construction records and record drawings, existing easement information, and other information available for the project area. Owner will provide all available existing record drawings, available GIS utilities for the area and available City Easements.
- 1.3. 90% Design Review Meeting – Conduct one (1) 1-hour workshop with the Owner to present and review the 90% design deliverable, discuss review comments, and confirm design path forward. Meeting minutes will be prepared and distributed by GARVER.
- 1.4. Site Visit – Perform one (1) site visit to confirm location and site conditions for the planned improvements.
- 1.5. Team Management and Document Control – Manage all efforts of the project team, individual team members, and sub-consultants and maintain appropriate records and documentation of project decisions, modifications, activities, communication, correspondence, and schedules.
- 1.6. Submit 90-percent complete documents to TCEQ for regulatory compliance review and comments.

### **2. Preliminary Design – 90%**

- 2.1. 90% Plans – Prepare alignment plan and profile drawings (1":20'). These plans will be to a 90% level and will include the proposed pipeline, property ownership, trenchless construction identified (if any), and spacing to existing infrastructure and associated profiles. Any traffic control included will only consist of typical details. Does not include specific traffic control.
- 2.2. The following is the estimated sheet list:
  1. Cover sheet (Assume 1 sheet)
  2. Location/Key map (Assume 1 sheet)
  3. General notes, legend, abbreviations (Assume 3 sheets)
  4. Project control sheet (Assume 1 sheet)
  5. Plan and Profile sheets (Assume 3 sheets)
  6. Civil detail sheets (Assume 4 sheets)

Estimated total number of sheets: 12

- 2.3. 90% Front End Documents and Specifications – Prepare preliminary front end documents and any special technical specifications. NCTCOG technical specifications will be utilized unless otherwise noted. Check availability of materials specified by the contract documents to ensure they are available as specified without unreasonable cost or delays to the project.
- 2.4. 90% OPCC – Prepare an estimate of construction quantities and develop an AACE Class 1 preliminary opinion of probable construction cost (OPCC).



### **Deliverables**

The following will be submitted to the City:

- Two (2) half-size (11"x17") copies and a digital copy in PDF format of the Preliminary Design (90%) plans
- One (8.5"x11") copies and a digital copy in PDF format of the Preliminary Design (90%) specifications
- AACE Class 1 OPCC

### **3. Final Design –100%**

- 3.1. 100% Plans – Following approval of the preliminary design plans, GARVER will prepare final design plans (100%) for all sheets.
- 3.2. 100% Front End Documents and Specifications – Following approval of the draft final front end documents and any necessary special specifications, GARVER will prepare final front end documents and design specifications (100%). These will include all special technical specifications and the front-end documents including proposal forms, notice to bidders, bid forms, and bond forms. NCTCOG specifications will be utilized unless otherwise noted.
- 3.3. 100% OPCC – Prepare an estimate of construction quantities and develop an AACE Class 1 opinion of probable construction cost (OPCC).
- 3.4. 100% Comment Incorporation – Incorporate comments received on the 100% submittal and prepare bid ready documents.

### **Deliverables**

The following will be submitted to the City:

- Two (2 half-size (11"x17") copies and a digital copy in PDF format of the Final Design (100%) plans (ready for bid)
- One (8.5"x11") copies and a digital copy in PDF format of the Final Design (100%) specifications (ready for bid)
- AACE Class 1 OPCC

### **4. Bidding Services**

The bidding period for bidders is anticipated to extend for a 60-day duration. The City will post advertisement for bids and coordinate publishing. During the bidding phase of the project, GARVER will:

- 4.1. Support the Contract Documents by answering technical questions.
- 4.2. Prepare agenda and facilitate one (1) pre-bid meeting.
- 4.3. Prepare a pre-bid meeting memorandum. Following City authorization, send pre-bid meeting summary with attendance record to the City for posting.
- 4.4. Attend the bid opening, prepare bid tabulation, evaluate bids and recommend award.



## 5. Construction Phase Services

During the construction phase of work, GARVER will accomplish the following, as needed, for one construction contract:

- 5.1. Preparation of 5 sets of conformed plans for construction (3- half size 11" x 17" and 2 – full size 22" x 34") with modifications to include all addenda issued during bidding. The Garver shall also supply the Owner with one digital copy of the conforming plans and specifications (with addendums as necessary) in .pdf, Microsoft Word (.docx) and AutoCAD (.dwg) format.
- 5.2. Attend one (1) preconstruction meeting. Owner will prepare the meeting agenda and prepare and distribute the meeting minutes. Assume meetings held in-person at the Owner's office.
- 5.3. Conduct up to one (1) site visit to the construction site to consult with the Owner and contractor concerning and resolving field issues.
- 5.4. Evaluate and respond up to eight (8) construction material submittals and shop drawings. Each submittal and shop drawing review includes the original submittal and shop drawing review and an assumption of one (1) resubmittal review. Additional submittal and shop drawing reviews will be considered Extra Work. Corrections or comments made by GARVER on the shop drawings during this review will not relieve the Contractor from compliance with requirements of the Contract Documents. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. GARVER's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, GARVER shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
- 5.5. Issue up to two (2) instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents. If GARVER is requested to respond to additional RFIs, it will be considered Extra Work.
- 5.6. Provide documentation and assist the Owner in processing of up to one (1) change orders, including applications for extension of construction time. Evaluate the cost and scheduling proposed by the contractor and support the Owner in negotiation with the Contractor.
- 5.7. Participate in final project walkthrough, prepare punch list, review final project closing documents, and review and sign final pay request.
- 5.8. Preparation of two record drawings based on information provided by the contractor and Owner inspector as follows:
  - 5.8.1. Prepare and furnish record drawings based on Contractor as-built redlines. Submit digital file in PDF and AutoCAD formats, of the record drawings to the City.



- 5.9. The proposed fee for Construction Phase Services is based on a 150-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement, and the City wants GARVER to continue the applicable Construction Phase Services, the City will pay GARVER an additional fee agreed to by the City and GARVER.

In performing construction services, GARVER will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but GARVER cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction GARVER observes that the Contractor's work does not comply with the construction contract documents, GARVER will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. GARVER will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, GARVER will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

#### **Additional Services**

##### **A. Surveys**

1. Establish control points using Global Positioning System (GPS) methodology. Horizontal values will be based on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone (4202) and scaled to surface coordinates. The vertical values will be based on the North American Vertical Datum of 1988 (NAVD 88) using Geoid (12B).
2. Research current property owners and obtain copies of subdivision plats, ownership deeds, and easements within the project area.
3. Locate existing property corners and right-of-way corners to establish property lines and street rights-of-way.
4. Topographic survey of the design area, from 50-feet southwest of the Ard Road Pump Station, up to the intersection of Ard Road and Seagoville Road. This survey will include pavement edges, curb and gutter, buildings, driveways, culverts, fences and gates, signs, mailboxes, trees 6 inches and greater, tops and toes of slopes, spot elevations, surface locations of utilities and flowline elevations of sanitary and storm sewer manholes where accessible, and other surface features within the right-of-way.
5. Provide a digital design survey drawing in Civil3D format showing visible surface features located, an ASCII point file, and a copy of field notes and field sketches.
6. Provide up to one (1) day of additional field work to survey the locations of items as identified by the GARVER.

##### **B. Subsurface Utility Engineering**

1. Subsurface Utility Engineering that involves level "B" identification of a utility. Utilities to be designated will include gas, telecommunications, electric, traffic signals, storm, water, and sanitary sewer. This information will be provided in a utility file, in AutoCAD format, depicting the type and horizontal location of the designated utilities. The size of each utility will be presented in the utility file if this information is indicated on available record drawings.
2. Subsurface Utility Engineering that involves level "A" identification of a utility will be paid per each utility location identified. Up to three (3) level "A" test holes are included. Test hole locations will be determined once the QL "B" SUE deliverable has been reviewed. If



test holes are designated and QL "A" SUE is performed, a summary sheet of all test hole coordinate data and depth information will be provided as part of the deliverable.

3. Supplemental tasks as needed for Subsurface Utility Engineering collection. This task includes record collection, surveying verification, traffic control, and/or pavement coring.

C. In addition to those obligations set forth in the Agreement, Owner shall:

1. Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.
2. Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.
3. Obtain the necessary lands, easements, and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Section 1.1.
4. Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.
5. Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.
6. Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.

#### **Extra Work**

City and ENGINEER agree that the following services are beyond the Scope of Services described in the tasks above. However, Garver can provide these services, if needed, upon the City's written request. Any additional amounts paid to the Garver as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

The following services are not included as part of the basic services and will be performed at the request of the Owner and with additional compensation as agreed upon by the Owner and Garver:

- A. Submitting permits for TxDOT
- B. Preparing detailed traffic control plans
- C. Environmental Information Document
- D. Public outreach
- E. Facility condition assessments
- F. Emergency response planning
- G. Hazard mitigation planning
- H. Sound attenuation
- I. Funding assistance
- J. Evaluation of condition or structural integrity of existing facilities
- K. Startup assistance
- L. Operations support services
- M. Warranty assistance services
- N. Coatings analysis
- O. Operational audit/optimization
- P. Environmental handling and documentation, including wetlands identification or mitigation



- plans or other work related to environmentally or historically (culturally) significant items
- Q. Stormwater permitting
- R. Modeling of the water system
- S. Redesign or substantial engineering or surveying. Any change order negotiation or coordination by Garver will be considered Extra Work.
- T. Construction observation services not explicitly stated in Task 5 – Construction Phase Services.

**SECTION 2 – PAYMENT**

For the Services set forth above, Owner will pay Garver as follows:

The table below presents a summary of the fee amounts and fee types for this Work Order.

WORK DESCRIPTION – BASIC SERVICES	FEE AMOUNT	FEE TYPE
General Items and Design Management	\$5,188.00	LUMP SUM
Preliminary Design – 90%	\$32,351.00	LUMP SUM
Final Design – 100%	\$14,491.00	LUMP SUM
Bidding Services	\$3,694.00	LUMP SUM
Construction Phase Services	\$6,500.00	HOURLY-NOT TO EXCEED
<b>TOTAL BASIC SERVICES</b>	<b>\$62,224.00</b>	<b>VARIED</b>

WORK DESCRIPTION – ADDITIONAL SERVICES	FEE AMOUNT	FEE TYPE
Surveying Services	\$16,847.50	LUMP SUM
QL “B” SUE	\$14,318.00	NOT TO EXCEED
QL “A” SUE	\$7,734.00	NOT TO EXCEED
<b>TOTAL ADDITIONAL SERVICES</b>	<b>\$38,899.50</b>	<b>VARIED</b>

<b>TOTAL FEE</b>	<b>\$101,123.50</b>	<b>VARIED</b>
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The amount to be paid under this Work Order is **\$101,123.50**. For informational purposes, Garver’s current hourly rates for each employee classification is provided herein.

**SECTION 3 – APPENDICES**

- 3.1 The following Appendices are attached to and made a part of this Work Order:
  - 3.1.1 Appendix A – Master Services Agreement

This Work Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



The effective date of this Work Order shall be the last date written below.

CITY OF SEAGOVILLE

GARVER, LLC

By: \_\_\_\_\_  
*Signature*

By: Lance Klement  
*Signature*

Name: \_\_\_\_\_  
*Printed Name*

Name: Lance Klement  
*Printed Name*

Title: \_\_\_\_\_

Title: North Texas Water Team Leader

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

Date: 10/1/2024



**APPENDIX A  
(MASTER SERVICES AGREEMENT)**



**THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES** (“**Agreement**”) is made as of the Effective Date by and between the **City of Seagoville** (hereinafter referred to as “**Owner**”), and **Garver, LLC** (hereinafter referred to as “**Garver**”). Owner and Garver may individually be referred to herein after as a “**Party**” and/or “**Parties**” respectively.

## RECITALS

**WHEREAS**, Owner is in need of certain professional engineering Services as further set forth in the applicable Work Order.

**WHEREAS**, Garver will provide professional Services as further described herein.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

### 1. DEFINITIONS GARVER

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section

“**Effective Date**” means the date last set forth in the signature lines below.

“**Damages**” means any and all damages, liabilities, or costs (including reasonable attorneys’ fees recoverable under applicable law).

“**Hazardous Materials**” means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

“**Personnel**” means affiliates, directors, officers, partners, members, employees, and agents.

“**Work Order**” means a document executed by both Parties reflecting Owner’s request for professional engineering Services in the form of Exhibit A.

### 2. SCOPE OF SERVICES

2.1. Services. Owner hereby engages Garver to perform the professional engineering services as may be requested by Owner under a Work Order(s) (the “**Services**”). Execution of the applicable Work Order by Owner constitutes Owner’s written authorization to proceed with the Services set forth in such Work Order. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.



### 3. PAYMENT

- 3.1. Fee. For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and the applicable Work Order. Owner represents that funding sources necessary to pay Garver in accordance with the terms of this Agreement will be in place prior to execution of the applicable Work Order.
- 3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished.
- 3.3. Payment.
- 3.3.1. Due Date. Owner shall pay Garver all undisputed amounts thirty (30) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.
- 3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.
- 3.3.3. Payments due and owing that are not received within thirty (30) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

### 4. AMENDMENTS

- 4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("Amendment"). As soon as reasonably possible, Garver shall forward a formal Amendment to Owner with backup supporting the Amendment to establish any such equitable adjustment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional work created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

### 5. OWNER'S RESPONSIBILITIES

- 5.1. Owner's responsibilities shall include the following:
- 5.1.1. Those responsibilities set forth in the applicable Task Order.
- 5.1.2. Pay Garver in accordance with Section 3 and the applicable Work Order.



- 5.1.3. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in the applicable Work Order.
- 5.1.4. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Work Order; or (iii) Owner's performance of its responsibilities under this Agreement.
- 5.1.5. Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents, if any.
- 5.1.6. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

## 6. GENERAL

### 6.1. Standards of Performance.

- 6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.
- 6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- 6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's project specific safety programs, which have been provided to Garver in writing in advance of any site visits.
- 6.1.4. Relied Upon Information: Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- 6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services.



Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

- 6.1.6. Garver is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, research, or enforcement of construction insurance or surety bonding requirements. Garver's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission.

## 6.2. Instruments of Service.

- 6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under the applicable Work Order (the "**Deliverables**"), shall become the property of Owner subject to the terms and conditions stated herein.
- 6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("**Electronic Media**"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner's possession or released to others by Owner. Garver's sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.
- 6.2.3. Property Rights. All property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so embedded and may not be separated therefrom.
- 6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of the project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants. To the extent permitted by applicable law, Owner shall, to the extent allowed by law, indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs,



including but not limited to costs of defense arising out of Owner's use of the Intellectual Property contrary to the rights permitted herein.

### 6.3. Opinions of Cost.

6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of project costs or construction costs provided pursuant to the applicable Work Order, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry in the locale and general area. Garver cannot and does not guarantee that proposals, bids, or actual project or construction costs will not vary from estimates prepared by Garver.

6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

### 6.5. Design without Construction Phase Services.

6.5.1. Garver shall be responsible only for those construction phase Services expressly set forth in a Work Order, if any. With the exception of such expressly required Services, Garver shall have no responsibility or liability for any additional construction phase services, including review and approval of payment applications, design, shop drawing review, or other obligations during construction. Owner assumes all responsibility for interpretation of the construction contract documents and for construction observation and supervision and waives any claims against Garver that may be in any way connected thereto.

6.5.2. Owner agrees, to the fullest extent permitted by law, to indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such construction phase services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the construction contract documents to reflect changed field or other conditions, except to the extent such claims arise from the negligence of Garver in performance of the Services.



6.5.3. If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the work as an Amendment in accordance with Sections 4 and 10.2.

6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall indemnify and hold Garver and Garver's subconsultants, and their Personnel harmless from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.

6.7. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver's performance of Services to be Confidential Information. Garver understands that Owner is a public entity and that its records are public and subject to the Texas Public Information Act. Accordingly, Garver and Owner agree that except as may otherwise be legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure (excepting disclosure by Owner pursuant to the Texas Public Information Act) by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services.

## 7. INSURANCE

### 7.1. Insurance.

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit B until completion of the Service.

7.1.2. Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.

7.1.3. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit B.

## 8. DOCUMENTS



- 8.1. Audit. Garver will retain all pertinent records for a period of three (3) years beyond completion of the Services. Owner may have access to such records during normal business hours with three (3) business days advanced written notice. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).
- 8.2. Delivery. After completion of the Services, and prior to final payment, Garver shall deliver to the Owner all Deliverables required under the applicable Work Order.

## 9. INDEMNIFICATION / WAIVERS

### 9.1. Indemnification.

- 9.1.1. Garver Indemnity. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Owner, and Owner's Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.
- 9.1.2. Owner Indemnity. To the extent allowed by law and subject to the limitations of liability set forth in Section 9.2, Owner agrees to indemnify and hold Garver and Garver's subconsultants and their Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent caused by the negligent acts, errors, or omissions of Owner or any other party for whom Owner is legally liable, in the performance of Owner's obligations under this Agreement.
- 9.1.3. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Owner, they shall be borne by each Party in proportion to its own negligence.

### 9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

- 9.2.1. THE PARTIES AGREE THAT ANY CLAIM OR SUIT FOR DAMAGES MADE OR FILED AGAINST THE OTHER PARTY WILL BE MADE OR FILED SOLELY AGAINST GARVER OR OWNER RESPECTIVELY, OR THEIR SUCCESSORS OR ASSIGNS, AND THAT NO PERSONNEL SHALL BE PERSONALLY LIABLE FOR DAMAGES UNDER ANY CIRCUMSTANCES.
- 9.2.2. MUTUAL WAIVER. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER OWNER, GARVER, NOR THEIR RESPECTIVE PERSONNEL SHALL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES, AND OWNER HEREBY RELEASES GARVER, AND GARVER RELEASES OWNER, FROM ANY SUCH LIABILITY.
- 9.2.3. LIMITATION. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE WORK ORDER TO BOTH THE OWNER AND GARVER, OWNER HEREBY AGREES THAT GARVER'S AND ITS PERSONNEL'S TOTAL LIABILITY UNDER THE AGREEMENT SHALL BE LIMITED TO ONE HUNDRED PERCENT (100%) OF GARVER'S COLLECTABLE INSURANCE PROCEEDS UP TO THE LIMITS EXPRESSLY SET FORTH IN EXHIBIT B.
- 9.2.4. NO OTHER WARRANTIES. NO OTHER WARRANTIES OR CAUSES OF ACTION OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL



WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE) SHALL APPLY. OWNER'S EXCLUSIVE REMEDIES AND GARVER'S ONLY OBLIGATIONS ARISING OUT OF OR IN CONNECTION WITH DEFECTIVE SERVICES (PATENT, LATENT OR OTHERWISE), WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, SHALL BE THOSE STATED IN THE AGREEMENT.

9.2.5. THE LIMITATIONS SET FORTH IN SECTION 9.2 APPLY REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT, OR NEGLIGENCE INCLUDING GROSS NEGLIGENCE, STRICT LIABILITY, WARRANTY, INDEMNITY, ERROR AND OMISSION, OR ANY OTHER CAUSE WHATSOEVER.

## 10. DISPUTE RESOLUTION

### 10.1. Dispute Resolution.

10.1.1. Owner and Garver agree to negotiate any dispute between them in good faith during the thirty (30) days after notice of such dispute. If negotiations are unsuccessful in resolving the dispute, then the parties may exercise their rights at law in litigation.

10.2. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

## 11. TERMINATION

11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with the applicable Work Order for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices, and (ii) all costs reasonably incurred to bring such Services to an orderly cessation.

11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.

11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the



benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

## 12. MISCELLANEOUS

- 12.1. Governing Law. This Agreement is governed by the laws of the State of Texas, without regard to its choice of law provisions.
- 12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other.
- 12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.
- 12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.
- 12.5. Entire Agreement. This Agreement, the exhibit(s) hereto, and all Work Orders (such Work Orders, however, shall not contain modifications to the terms and conditions of this Agreement, but rather will contain only scope and fee additions) that may be issued in relation to the Services together constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.
- 12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall, to the extent reasonably possible while preserving the purpose and intent of the Agreement, not affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.
- 12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

## 13. EXHIBITS

- 13.1. The following Exhibits are attached to and made a part of this Agreement:

Exhibit A – Form of Work Order  
Exhibit B – Insurance

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.



Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

**IN WITNESS WHEREOF**, Owner and Garver have executed this Agreement effective as of the date last written below.

City of Seagoville

Garver, LLC

By: \_\_\_\_\_

*Signature*

By: \_\_\_\_\_

*Signature*

Name: \_\_\_\_\_

*Printed Name*

Name: \_\_\_\_\_

*Printed Name*

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_



**EXHIBIT B  
(INSURANCE)**

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

	Statutory Limit
Worker's Compensation	
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
General Liability	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Each Claim Made	\$1,000,000
Annual Aggregate	\$2,000,000
Excess of Umbrella Liability	
Per Occurrence	\$1,000,000
General Aggregate	\$1,000,000

_____	_____
_____	_____
_____	_____
_____	_____



TO: Mayor and City Council  
FROM: Bill Medina, Director of Community Development  
DATE: October 7, 2024  
ITEM: 20  
DESCRIPTION: Conduct a public hearing and consider an Ordinance amending the Comprehensive Zoning Ordinance and Map by changing the zoning from "LR" Local Retail TO "LR-SUP" Local Retail with a Special Use Permit to allow for landing field use associated with drone delivery service at 220 N C F Hawn Fwy, commonly known as 220 N U.S. Highway 175, Seagoville, Dallas County, Texas.

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### **INTRODUCTION**

Consider approving a special use permit for landing field located at 220 North C.F. Hawn Fwy, Seagoville, Texas 75159.

### **BACKGROUND**

The property owner is requesting approval of a Special Use Permit (SUP) to allow for a landing field within the Local Retail zoning district located at 220 North C.F. Hawn Fwy, also known as 220 North U.S. Highway 175.

The property currently houses a Walmart Super Center. The Walmart would like to begin drone delivery service. The Zoning ordinance requires that all landing fields obtain a Special Use Permit. The landing field consists of a concrete area being 32'x131' and enclosed with a black vinyl coated chain link fence. When not in operation, the drones will be housed within a storage container as shown in the attached exhibit. The hours of operation for the deliver services are between 10:00am and 7:00pm.

### **FINANCIAL IMPACT**

N/A

### **RECOMMENDATION**

The Planning and Zoning Commission recommended approval of the request.

### **ATTACHMENTS**

1. Ordinance
2. Concept Site Plan
3. Aerial and Zoning
4. Walmart Wing Ops

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS PREVIOUSLY AMENDED, BY CHANGING THE ZONING FROM "LR" LOCAL RETAIL TO "LR-SUP" LOCAL RETAIL WITH A SPECIAL USE PERMIT TO ALLOW FOR LANDING FIELD USE ASSOCIATED WITH DRONE DELIVERY SERVICE ON AN APPROXIMATELY 0.111 ACRE TRACT SITUATED IN THE JOHN D. MERCHANT SURVEY, ABSTRACT NO. 850, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, BEING A PORTION OF LOT 1A OF WAL-MART SUPERCENTER AT SEAGOVILLE ADDITION LOT 1A AND 1B, BLOCK A, OF THE FINAL PLAT RECORDED IN INSTRUMENT NO. 20070322490, OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS AND MORE COMMONLY KNOWN AS 220 NORTH C. F. HAWN FREEWAY IN THE CITY OF SEAGOVILLE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING AND APPROVING A SITE CONCEPT PLAN; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Planning and Zoning Commission of the City of Seagoville and the City Council of the City of Seagoville, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and the City Council of the City of Seagoville is of the opinion and finds that a zoning change should be granted and that the Comprehensive Zoning Ordinance and Map should be amended; Now, Therefore,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS:**

**SECTION 1.** That the Comprehensive Zoning Ordinance and map of the City of Seagoville, Texas, as previously amended, be, and the same are hereby amended by changing the zoning from "LR" Local Retail to "LR-SUP" Local Retail with a Special Use Permit to allow for landing field use associated with drone delivery service, subject to special conditions, on approximately 0.111 acres situated in the John D. Merchant Survey, Abstract No. 850, in the City of Seagoville, Dallas County, Texas, being a portion of Lot 1A of Wal-Mart Supercenter at Seagoville Addition Lot 1A and 1B, Block A, of the final plat recorded in Instrument No. 20070322490, Official Public Records of Dallas County, Texas, being more commonly known as 220 North C. F. Hawn Freeway and being more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

**SECTION 2.** The Property shall be developed and used in accordance with the development standards under the Seagoville Zoning Ordinance, ordinances of the City of Seagoville, and the following special conditions:

1. Hours of operation for drone delivery shall be restricted between the hours of 10:00AM and 7:00PM ;

**SECTION 3.** The Property shall be used, developed, and maintained in accordance with the site concept plan attached hereto and incorporated herein by this reference as Exhibit "B," which is hereby approved.

**SECTION 4.** The Property shall be used, developed and maintained only in the manner and for the purpose provided for by the Comprehensive Zoning Ordinance of the City of Seagoville, as heretofore amended, and as amended herein, and the development, use, and maintenance of the Property shall be in accordance with building regulations, zoning ordinances, and any applicable ordinances except as may be specifically altered or amended herein.

**SECTION 5.** All provisions of the Ordinances of the City of Seagoville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 6.** Should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

**SECTION 7.** Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

**DULY PASSED** by the City Council of the City of Seagoville, Texas, on the \_\_\_\_ day of \_\_\_\_\_, 2024.

**APPROVED:**

\_\_\_\_\_  
**LACKEY STEPPER SEBASTIAN, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**SARA EGAN, CITY SECRETARY**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CHRIS METCALF, ASST. CITY ATTORNEY**  
4879-5550-7174, v. 1

**EXHIBIT A**  
**[Legal Description]**

**EXHIBIT B**  
**[Site Concept Plan]**

4879-5550-7174, v. 1

## Wing + Walmart Drone Delivery Project

Property Description

Address: 220 N Highway 175, Seagoville, TX 75159

### PROPERTY DESCRIPTION

**BEING** a tract of land situated in the John D. Merchant Survey, Abstract No. 850, in the City of Seagoville, Dallas County, Texas, being a portion of Lot 1A of Wal-Mart Supercenter at Seagoville Addition Lot 1A & 1B, Block A, of the final plat recorded in Instrument No. 20070322490, Official Public Records of Dallas County, Texas (O.P.R.D.C.T.) and being more particularly described as follows:

**COMMENCING** at a the northmost corner of said Lot 1A, same being the southwest right-of-way line of Crestview Lane (a called 30 foot right-of-way);

**THENCE**, over said Lot 1A, South 18°40'31" West, 176.58 feet to a point for the **BEGINNING** of the herein described tract;

**THENCE**, continuing over said Lot 1A the following courses:

South 41°07'22" East, 35.39 feet to a point;

South 49°47'37" West, 135.99 feet to a point;

North 40°18'07" West, 35.63 feet to a point, from which the northwest corner of said Lot 1A bears South 79°48'45" West, 181.58 feet;

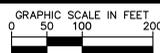
North 49°53'42" East, 135.49 feet to the **POINT OF BEGINNING** and containing 4,820 square feet or 0.111 acre of land.

REDUCTION OF PARKING STALLS:  
-30 STALLS

ENTITLEMENT SUMMARY:  
TBD

DISCLAIMERS

- \* PRELIMINARY DESIGN CONCEPT ONLY
- \* WALMART CM PARTNERS HAVE NOT REVIEWED TO VERIFY/APPROVE AS OF 08/14/2024



SCOPE TRIP: MM/DD/YYYY  
 PROJECTED ENTITLEMENT SUBMITTAL: MM/DD/YYYY  
 PROJECTED ENTITLEMENT APPROVAL: MM/DD/YYYY  
 PROJECTED PWO: MM/DD/YYYY  
 PROJECTED PERMIT APPROVAL: MM/DD/YYYY  
 POSSESSION DATE: MM/DD/YYYY  
 CONSTRUCTION COMPLETE: MM/DD/YYYY



FENCE AND KIOSK RENDERING PROVIDED BY WING    EXAMPLE FENCE PHOTOGRAPH PROVIDED BY WING    EXAMPLE KIOSK PHOTOGRAPH PROVIDED BY WING

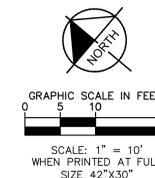
INSET A  
SCALE: 1"=10'

WALMART BUILDING INFO		AHJ PARKING REQUIRED	WALMART PARKING REQUIRED	REGULAR PARKING STALLS PROVIDED	OGP PARKING STALLS PROVIDED	WING PARKING STALLS PROVIDED	ADA PARKING STALLS PROVIDED	CART CORRAL STALLS PROVIDED	TOTAL STALLS PROVIDED	TOTAL AHJ PARKING RATIO	TOTAL WALMART PARKING RATIO
WALMART	BUILDING SF <sup>1</sup>	SPACES	SPACES	SPACES <sup>2,3</sup>	SPACES <sup>2,3</sup>	SPACES <sup>2,3</sup>	SPACES <sup>2,3</sup>	SPACES <sup>2,3</sup>	SPACES <sup>2,3</sup>	SPACES <sup>3</sup>	SPACES <sup>3</sup>
EXISTING	183,918 SF	920 SPACES 1.00/200 SF	736 SPACES 4.00/1,000 SF	841	8	0	20	21	869	0.94/200 SF	4.72/1,000 SF
PROPOSED	183,918 SF	920 SPACES 1.00/200 SF	736 SPACES 4.00/1,000 SF	811	8	30	20	21	839	0.91/200 SF	4.56/1,000 SF

**PARKING INFORMATION NOTES**  
 1. USABLE FLOOR AREA IS PER INFORMATION SHOWN IN THE WALMART STORE PLANNING PROJECT MANAGEMENT APPLICATION SYSTEM (LUCERNEX)  
 2. EXISTING PARKING COUNTS ARE BASED ON ORIGINAL CONSTRUCTION DOCUMENTS AND A REVIEW OF AVAILABLE AERIAL PHOTOGRAPHS  
 3. PARKING SPACES OCCUPIED BY CART CORRALS HAVE BEEN EXCLUDED FROM THE PARKING COUNTS AND PARKING RATIOS.

NOTES	
1.	SITE PLAN IS BASED OFF AERIAL.
2.	A GENERATOR IS SCHEDULED TO BE USED AS THE PRIMARY SOURCE OF ELECTRICITY FOR THE PROPOSED WINGS DELIVERY PROGRAM DURING THE FIRST 12 MONTHS OF SERVICE. TEMPORARY GENERATOR TO BE LOCATED INSIDE THE FENCED AREA.
3.	STRIPED ZONE WIDTH AROUND FENCING TO PARKING DRIVE AISLE UNDER 3' DOES NOT MEET CEM APPROVAL.

SITE DATA TABLE	
GENERAL SITE DATA	
LEGAL DESCRIPTION	WAL-MART SUPERCENTER @ SEAGOVILLE BLK A LT 1A ACS 17.246
ZONING	LR - LOCAL RETAIL DISTRICT
SITE ACREAGE	17.246 ACRES
ADDRESS	220 N HIGHWAY 175, SEAGOVILLE, TX, 75159



WINGS SITE PLAN CONCEPT

08/14/2024

**#5288**  
SEAGOVILLE, TX





Grandview Ave

Fairview Ave

Fairview Ave

State Ln

Smith Ln

Farris Blvd

Greystone Dr

E Malloy Bridge Rd

N US-175

175

N US-175

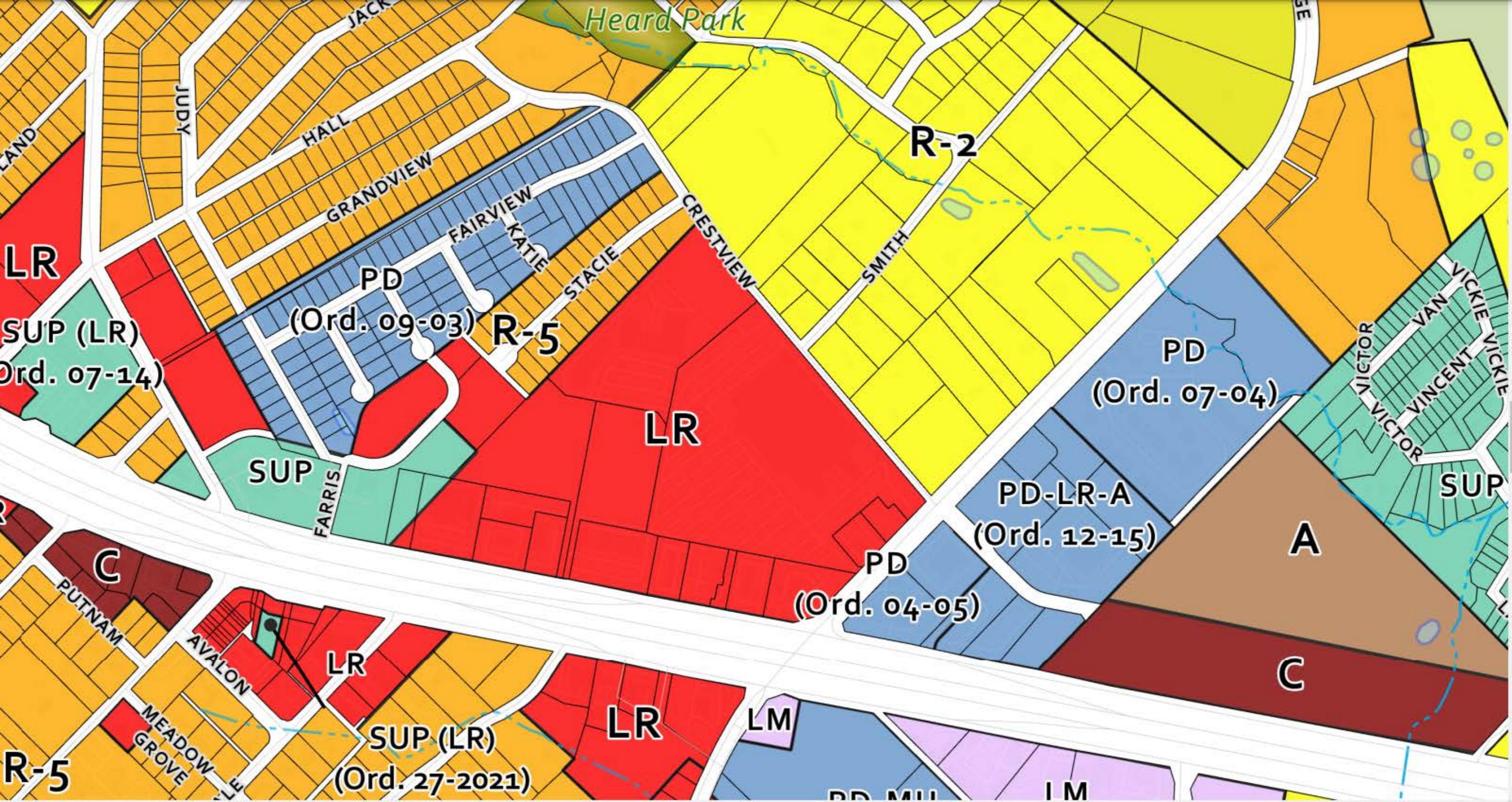
175

S US-175

S US-175

175

0 150 feet



# Walmart + Wing Operations in Seagoville

On-demand drone  
delivery service



Confidential and Proprietary



# Content Overview

- 1 Walmart Innovation Program
- 2 Site Set Up
- 3 Wing Operations





## Walmart and Wing

- Launched in DFW Metroplex with 2 pilot locations in Frisco and Lewisville.
- Now operating in North Richland Hills, Fort Worth, Arlington, Mansfield, Azle, Garland, and Hurst.



## Walmart and Wing

# Autonomous Drone Delivery

Wing & Walmart are taking last-mile delivery to new heights, with a new level of **speed, reliability, sustainability, and cost-effectiveness.**

Our partnership is helping to meet the demand for last-mile delivery by:

- **Walmart** leading operations for local stores.
- **Wing** leading logistics of the delivery drones at each store.

# Why drone delivery?



## Safer

40,000+ people impacted by car accidents on U.S. roads each year.



## Cleaner

When you order a box of pasta from Walmart, you use more energy boiling the water than we use flying it to your home.



## Faster

Most drone deliveries arrive in under 30 minutes to customers' homes.



## Cheaper

Drone delivery offers an economically viable way to deliver small packages locally.



## Reduce roadway congestion

Your store pickups should not always require getting on the roads with a 2-ton car.



## Create new and innovative jobs

Drones are one of the most promising aviation innovations in a generation.



## Provide greater access

Drones help provide access to essential items, . groceries and over-the-counter medications



## Maintain tech leadership

This is an opportunity for municipalities to be on the cutting edge of supply chain technology.





# Space & Power Requirements

The minimum space required is determined by the number of chargepads and required aircraft storage. The following table shows the standard minimum Nest size and power requirements.

\*One parking spot is 9ftx18ft or 162 sq ft (2.7 m x 5.5 m; 14.85 sq m)

## \*Generator specifications:

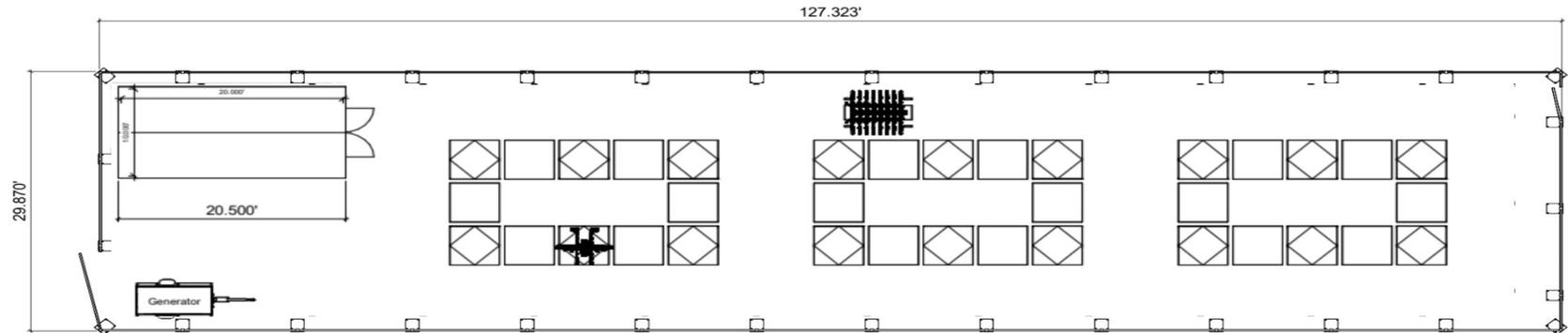
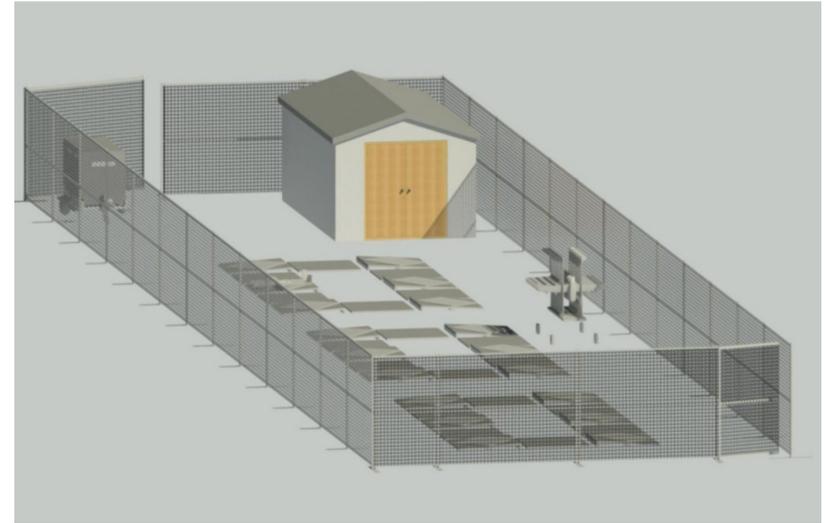
- Dimensions(lwh): 123.3” x 54.8” x 61” (inches)
- Operating wet weight: 2780 lbs (pounds)
- Fuel type: Diesel
- **Running decibel level (loaded) : 63 dbA at 23’**
- Earth-Grounded

Charging pad QTY	Length	Width	Flight line (with storage)	Aircraft storage (L/W/H in ft)	Minimum electrical power needed	Throughput/hr (1.5 deliveries/hr/pad)
*18 pads (min req. space w/out fence)	125.8ft (38.3m)	29.5ft (9m)	3711 sq ft (345.6sq m) ~28 parking spots	8/20/8 (2.4/6/2.4 m)	14 kW	27 deliveries
*18 pads (w/fence)	127.33ft (38.8m)	29.87ft (9.1m)	3803.34 sq ft (353.08sq m) ~28 parking spots	8/20/8 (2.4/6/2.4 m)	14 kW	27 deliveries

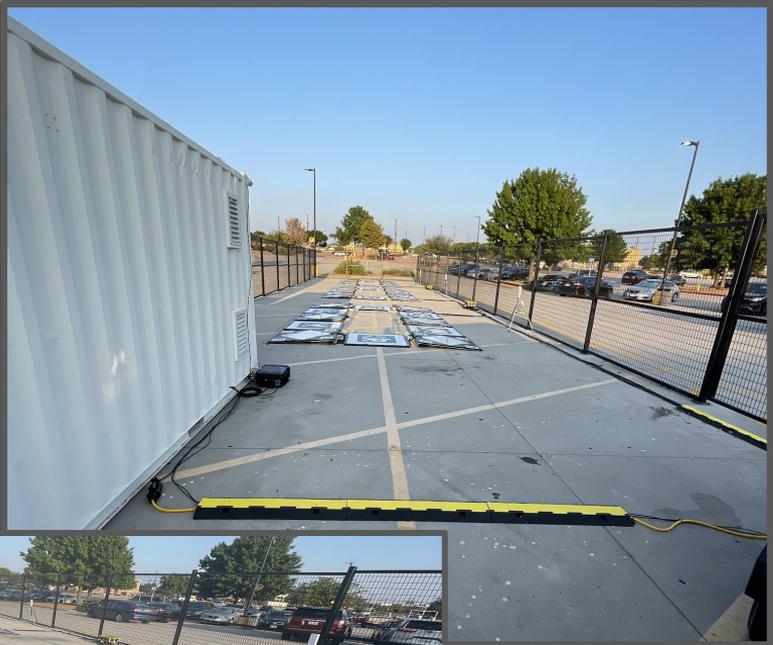
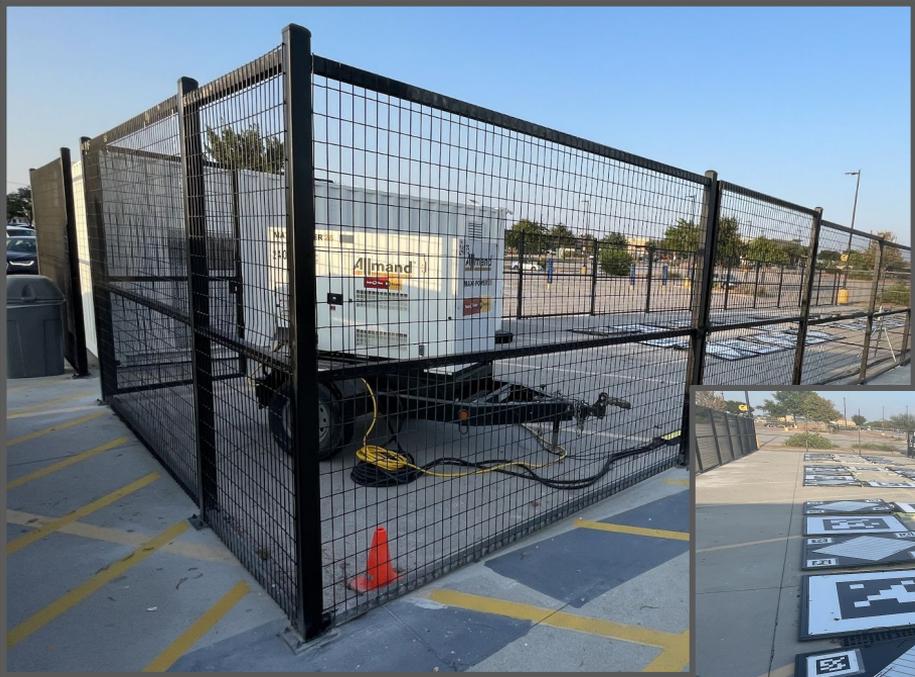
# Sample 18-Chargepad Nest

As-built rendering of an 18 pad nest

- 3 x groupings of 6 chargepads and fiducials
- 1 x 20' kiosk (20'x10'x11') LWH
- 1 x Generator (site/partner dependant)
- Visible aircraft cart



# Support Imagery

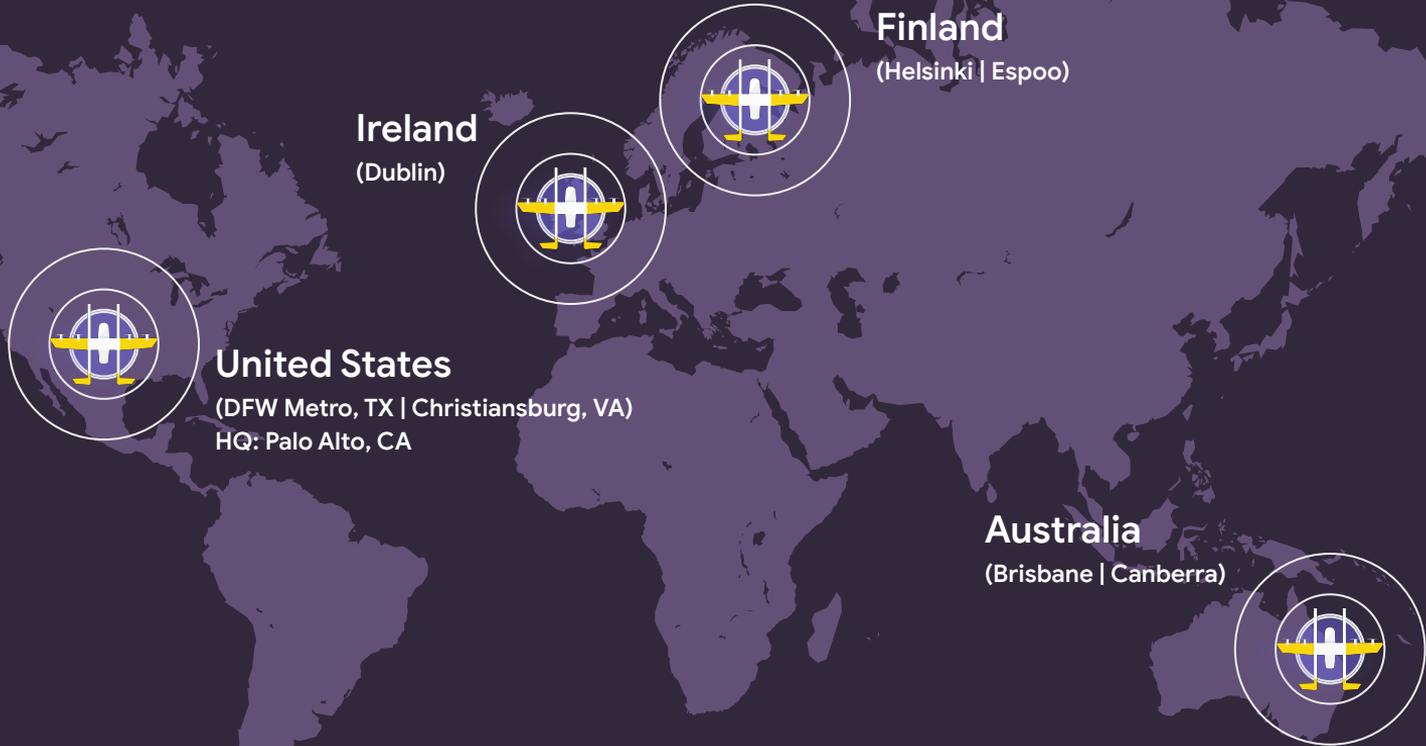


Confidential and Proprietary



# Wing Drone Delivery

Completed 350,000+ deliveries to customers on on three continents.



# Approved by the FAA

Wing holds a **Part 135 Air Carrier Certificate**, which is the same level of certification as many commercial airliners.

The FAA required a rigorous environmental review as part of the approval process to operate in the **Dallas-Fort Worth Metroplex**.

- Potential impacts on the communities where we operate were included in that review.
- Regulators also inspected Wing's aircraft, personnel and operations for safety.



# Delivery Drone in Lancaster

**Carries**  
**2.6lbs** / 1.2kg

**Weighs**  
**11.4lbs** / 5.15kg

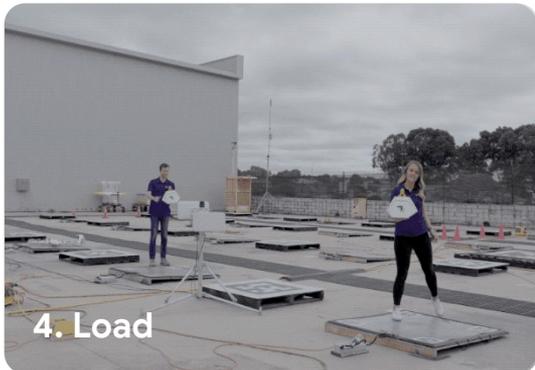
**Delivers**  
**6 miles** / 10km

**Hours of Operations**  
**7 days a week** / 10am-7pm\*

\*Wing only operates during daylight hours and will adjust delivery hours with daylight savings time.



# How it works



# Thank you!

To learn more about Wing, visit us at [wing.com](https://wing.com).

Questions? Contact our team at [howdy@wing.com](mailto:howdy@wing.com).



TO: Mayor and City Council  
FROM: Bill Medina, Director of Community Development  
DATE: October 7, 2024  
ITEM: 21  
DESCRIPTION: Conduct a public hearing and consider an Ordinance amending the Comprehensive Zoning Ordinance and Map by changing the zoning from "LR" Local Retail TO "LR-SUP" Local Retail with a Special Use Permit authorizing a monopole communications tower to be located at 900 N U.S. Highway 175, Seagoville, Dallas County, Texas.

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#### **INTRODUCTION**

Consider approving a special use permit for a cell tower located at 900 North U.S. Highway 175, Seagoville, Texas 75159.

#### **BACKGROUND**

The property owner is requesting approval of a Special Use Permit (SUP) to allow for a cell tower within the Local Retail zoning district located at 900 North U.S. Highway 175. The proposed cell tower is 85' tall in height and will consist of an area being 40' x 50'.

#### **FINANCIAL IMPACT**

N/A

#### **RECOMMENDATION**

The Planning and Zoning Commission recommended approval of the request.

#### **ATTACHMENTS**

1. Concept plan
2. Legal Description
3. Aerial and Zoning

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS**

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF CITY OF SEAGOVILLE, AS AMENDED, BY GRANTING A CHANGE IN ZONING FROM LOCAL RETAIL (LR) TO LOCAL RETAIL WITH A SPECIAL USE PERMIT (LR-SUP) AUTHORIZING A MONOPOLE COMMUNICATIONS TOWER TO BE LOCATED ON APPROXIMATELY 4.9918 ACRES OF REAL PROPERTY LOCATED AT 900 NORTH HIGHWAY 175 AND BEING LOT 2, BLOCK B OF PUTNAM-HOFFMAN ADDITION TO THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS; PROVIDING FOR THE APPROVAL OF THE SITE PLAN; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Seagoville ("City") received application for the placement of a monopole communication tower ("cell tower") on an approximate 4.9918 acre tract of land located at 900 North Highway 175, Seagoville, Dallas County, Texas; and

**WHEREAS**, the Planning and Zoning Commission of the City of Seagoville and the City Council of the City of Seagoville, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes have given requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and the City Council of the City of Seagoville is of the opinion and finds that a zoning change should be granted with certain conditions, and that the Comprehensive Zoning Ordinance and Map should be accordingly amended.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS:**

**SECTION 1:** The Comprehensive Zoning Ordinance and Map of the City of Seagoville, Texas is hereby amended by granting a change in zoning from Local Retail (LR) to Local Retail with a Special Use Permit (LR-SUP) authorizing a monopole communications tower to be located on approximately 4.9918 acres of real property located at 900 North Highway 175, in the City of Seagoville, Dallas County, Texas, and being more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by this reference.

**SECTION 2:** The Site Plan attached hereto and incorporated herein as Exhibit “A” is hereby approved and shall govern development and use of the property in conjunction with this ordinance and the SUP granted herein.

**SECTION 3.** The property described shall be used only for the purposes set out in accordance with the City of Seagoville’s Zoning Ordinance and all other ordinances, codes, and policies of the City of Seagoville, as amended.

**SECTION 4:** All provisions of the Ordinances of the City of Seagoville, Texas, in conflict with the provisions of this ordinance as amended be hereby repealed and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 5:** Should any sentence, paragraph, subdivision, clause, phrase, or section of this ordinance or the Comprehensive Zoning Ordinance, as amended hereby, be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance or the Comprehensive Zoning Ordinance as a whole, or any part or provision thereof, other than the part declared to be invalid, illegal, or unconstitutional.

**SECTION 6:** Any person, firm, or corporation violating, disobeying, neglecting, refusing to comply with, or resisting the enforcement of any of the provisions or terms of this ordinance or the Comprehensive Zoning Ordinance, as amended hereby, shall be subject to the same penalty of two thousand dollars (\$2,000.00) for each offense as provided for in the Comprehensive Zoning Ordinance of the City of Seagoville, as heretofore amended. Each and every day such a violation continues or is allowed to exist shall constitute a separate offense.

**SECTION 7:** This ordinance shall take effect immediately from and after its passage and the publication of its caption, as the law and charter in such cases provide.

**DULY PASSED** by the City Council of the City of Seagoville, Texas this \_\_\_\_ day of October, 2024.

**APPROVED:**

\_\_\_\_\_  
LACKEY STEPPER SEBASTIAN, MAYOR

**ATTEST:**

\_\_\_\_\_

SARA EGAN, CITY SECRETARY

**APPROVED AS TO FORM:**

---

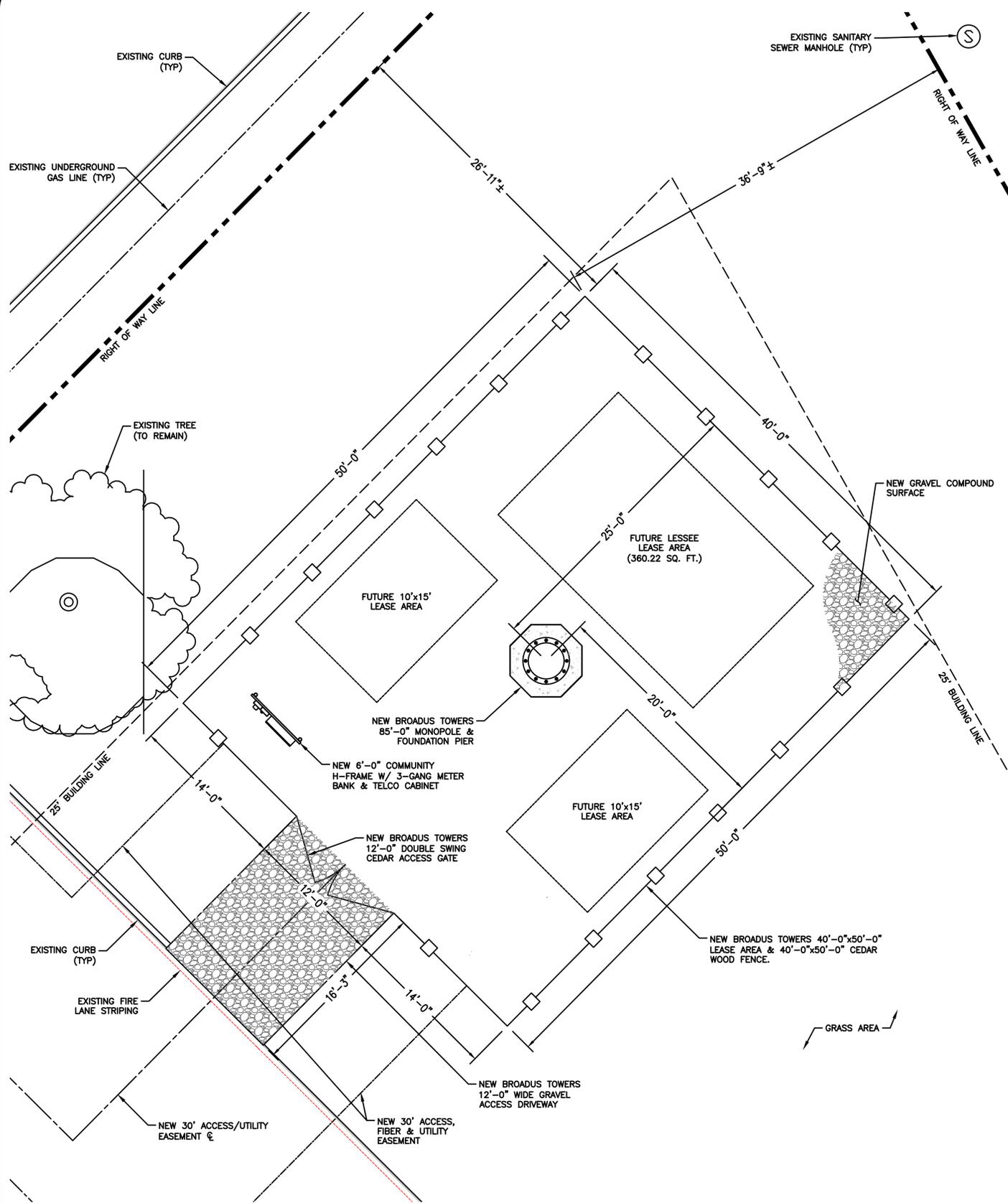
CHRISTOPHER METCALF, ASST.  
CITY ATTORNEY

**EXHIBIT "A"**

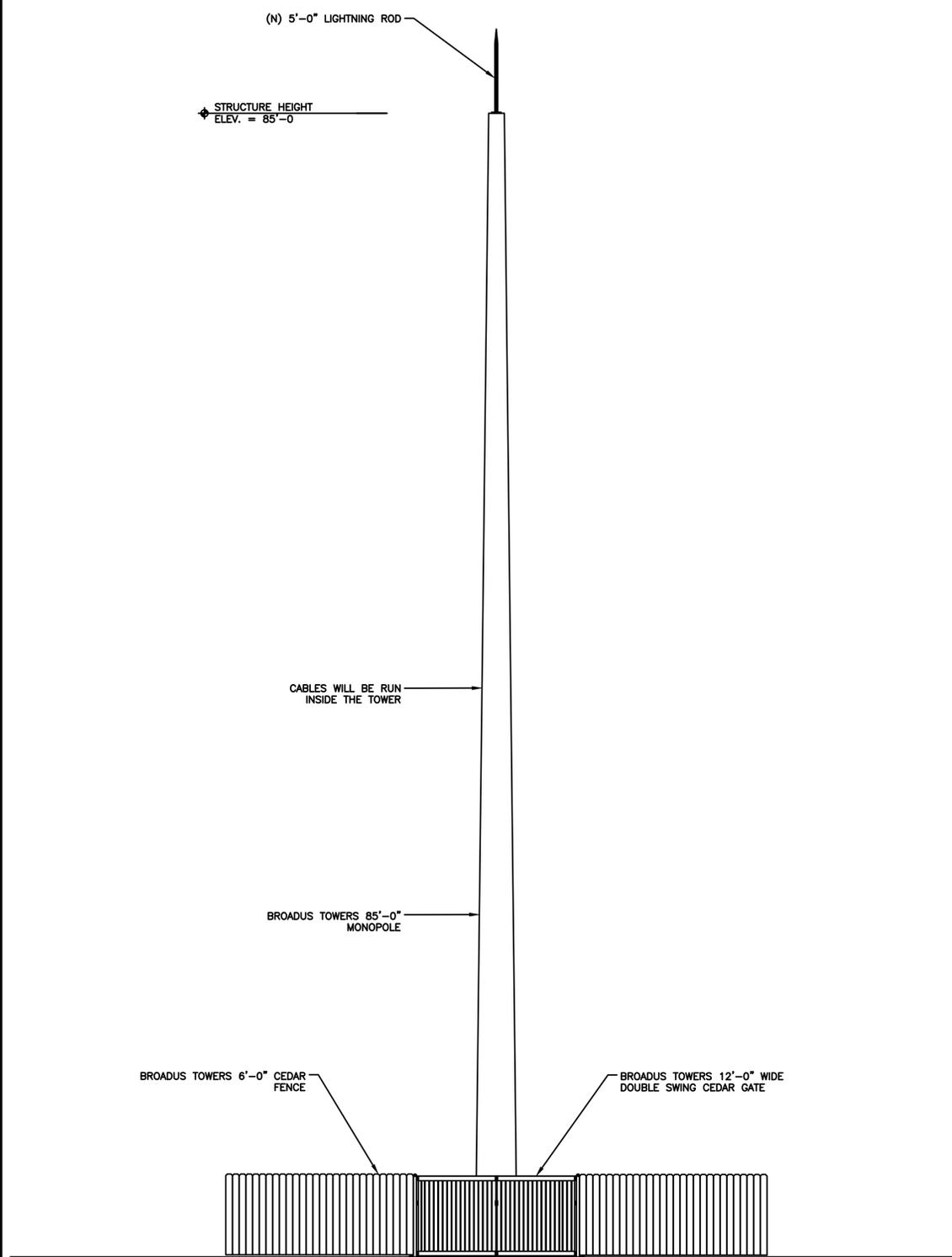
**EXHIBIT "B"**

4882-7681-8923, v. 1

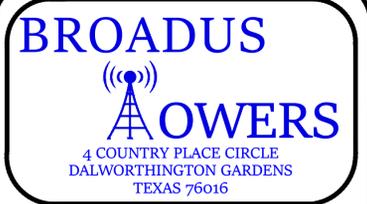




1 ENLARGED SITE PLAN  
 SCALE: 3/16"=1'-0" (FULL SIZE)  
 3/32"=1'-0" (11x17)



2 ELEVATION PLAN  
 SCALE: 3/16"=1'-0" (FULL SIZE)  
 3/32"=1'-0" (11x17)



BROADUS TOWERS SITE NAME:  
**MALLOY BRIDGE**

BROADUS TOWERS SITE NUMBER:  
**TX-110**

**900 N. HIGHWAY 175  
 SEAGOVILLE, TX 75159**

NEW MONOPOLE TOWER

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
0	05/23/2024	WHS	ZONING	ELG

**THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF PRELIMINARY REVIEW UNDER THE AUTHORITY OF ALEXANDER ABERNATHY, P.E. 121430. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.**

BROADUS SERVICES  
 FIRM REGISTRATION #F-23339  
 4 COUNTRY PLACE CIRCLE  
 DALWORTHINGTON GARDENS, TX 76016

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SHEET NUMBER: **ZD-2** REVISION: **0**

**PARENT PARCEL**

(PER COMMITMENT NO. BRS-171479-C)

ALL OF THAT CERTAIN REAL PROPERTY IN DALLAS COUNTY, TEXAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 2, BLOCK "B", OF PUTNAM-HOFFMAN ADDITION, AN ADDITION TO THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 92067, PAGE 4272 AND BY AMENDED PLAT RECORDED IN VOLUME 92241, PAGE 3339 OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS.

PARCEL ID 500344700B0020000

THIS BEING THE SAME PROPERTY CONVEYED TO VICTORY BAPTIST CHURCH OF SEAGOVILLE TEXAS, A TEXAS NONPROFIT CORPORATION FROM SEAGOVILLE PARTNERS, A TEXAS JOINT VENTURE IN A DEED, DATED JULY 25, 2014 AND RECORDED AUGUST 1, 2014 AS INSTRUMENT 201400194873.

**PARENT PARCEL**

OWNER: VICTORY BAPTIST CHURCH OF SEAGOVILLE TEXAS

SITE ADDRESS: 900 N HIGHWAY 175, SEAGOVILLE, TEXAS

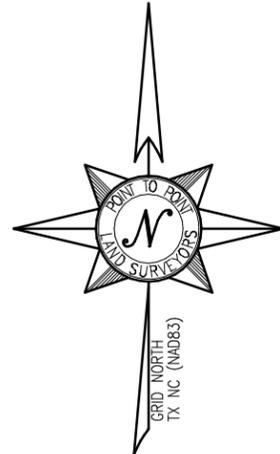
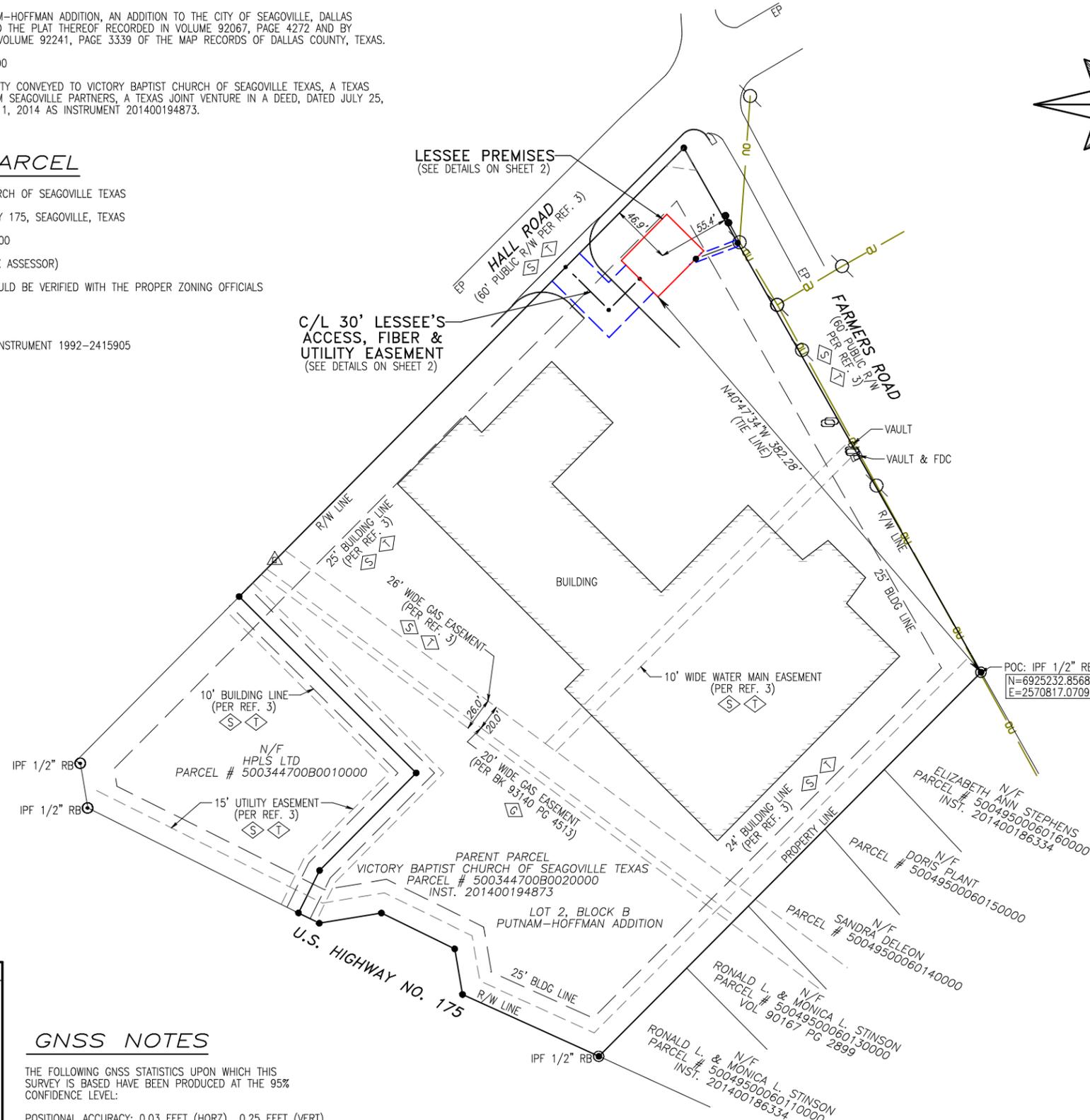
PARCEL ID: 500344700B0020000

AREA: 4.9918 ACRES (PER TAX ASSESSOR)

ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS

**REFERENCES:**

1. INSTRUMENT 201400194873
2. BOOK 92067 PAGE 4272
3. BOOK 92241 PAGE 3339, INSTRUMENT 1992-2415905



**VICINITY MAP**  
NOT TO SCALE

**GENERAL NOTES**

\* THIS SPECIFIC PURPOSE SURVEY IS FOR THE LEASED PREMISES AND EASEMENTS ONLY. THIS SPECIFIC PURPOSE SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF VERIZON WIRELESS AND EXCLUSIVELY FOR THE TRANSFERRAL OF THE LEASED PREMISES AND THE RIGHTS OF EASEMENT SHOWN HEREON AND SHALL NOT BE USED AS AN EXHIBIT OR EVIDENCE IN THE FEE SIMPLE TRANSFERRAL OF THE PARENT PARCEL NOR ANY PORTION OR PORTIONS THEREOF. BOUNDARY INFORMATION SHOWN HEREON HAS BEEN COMPILED FROM TAX MAPS AND DEED DESCRIPTIONS ONLY. NO BOUNDARY SURVEY OF THE PARENT PARCEL WAS PERFORMED.

THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.  
BASIS OF BEARING: GNSS OBSERVATIONS CONDUCTED AT THE TIME OF SURVEY.  
BASIS OF ELEVATION: GNSS OBSERVATIONS CONDUCTED AT THE TIME OF SURVEY.  
EQUIPMENT USED FOR ANGULAR & LINEAR MEASUREMENTS: GEOMAX ZOOM ROBOTIC AND CARLSON BRX7 BASE AND ROVER [DATE OF LAST FIELD VISIT: 04/24/2024]. SEE GNSS NOTES FOR GNSS EQUIPMENT.

THE 1' CONTOURS AND SPOT ELEVATIONS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE ADJUSTED TO NAVD 88 DATUM (COMPUTED USING GEOID18) AND HAVE A VERTICAL ACCURACY OF ± 0.5'. CONTOURS OUTSIDE THE IMMEDIATE SITE AREA ARE APPROXIMATE.  
BEARINGS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE BASED ON TEXAS GRID NORTH (NAD 83) NORTH CENTRAL ZONE.  
PER THE FEMA FLOODPLAIN MAPS, THE SITE IS LOCATED IN AN AREA DESIGNATED AS ZONE X (AREA OF MINIMAL FLOOD HAZARD). COMMUNITY PANEL NO. : 48113C0545K DATED: 7/7/2014  
NO WETLAND AREAS HAVE BEEN INVESTIGATED BY THIS SPECIFIC PURPOSE SURVEY.  
ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS.

ANY UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM ABOVE GROUND FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEES THAT ANY UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT ANY UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ANY UNDERGROUND UTILITIES.

TEXAS REGISTRATION NO. 10194197

**SURVEYOR'S CERTIFICATION**

I DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND AND UNDER MY SUPERVISION. THE HORIZONTAL DATUM (COORDINATES) ARE IN THE TERMS OF THE NORTH AMERICAN DATUM OF 1983 (NAD83) AND ARE EXPRESSED AS DEGREES, MINUTES AND SECONDS, TO THE NEAREST HUNDREDTH OF A SECOND. THE VERTICAL DATUM (HEIGHTS) ARE IN TERMS OF NORTH AMERICAN VERTICAL DATUM OF 1988 AND ARE DETERMINED TO THE NEAREST TENTH OF A FOOT. I HEREBY CERTIFY THAT THIS MAP IS CORRECT AND THAT ANY VISIBLE ENCROACHMENTS ARE SHOWN HEREON.

*Justin Kyle Lawrence*

DATE: 05/23/2024

JUSTIN KYLE LAWRENCE TEXAS PROFESSIONAL LAND SURVEYOR LICENSE NO. 6589

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. THIS MAP IS ONLY INTENDED FOR THE PARTIES AND PURPOSES SHOWN. THIS MAP IS NOT FOR RECORDATION.

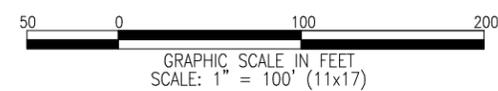
[SURVEY NOT VALID WITHOUT SHEET 2 & 3 OF 3]

**LEGEND**

POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
IPS	IRON PIN SET
IPF	IRON PIN FOUND
CRB	CAPPED REBAR
RB	REBAR
OTP	OPEN TOP PIPE
EP	EDGE OF PAVEMENT
EC	EDGE OF CONCRETE
BC	BACK OF CURB
OU	OVERHEAD UTILITY
FDC	FIRE DEPT. CONNECTION
N/F	NOW OR FORMERLY
R/W	RIGHT-OF-WAY
⊕	FIRE HYDRANT
⊙	SANITARY SEWER MANHOLE
⊕	GAS VALVE
⊕	WATER METER
⊕	UTILITY POLE
⊕	GUY WIRE ANCHOR
⊕	BENCHMARK

**GNSS NOTES**

THE FOLLOWING GNSS STATISTICS UPON WHICH THIS SURVEY IS BASED HAVE BEEN PRODUCED AT THE 95% CONFIDENCE LEVEL:  
POSITIONAL ACCURACY: 0.03 FEET (HORZ) 0.25 FEET (VERT)  
TYPE OF EQUIPMENT: CARLSON BRX7 BASE AND ROVER, DUAL FREQUENCY  
TYPE OF GNSS FIELD PROCEDURE: ONLINE POSITION USER SERVICE  
DATE OF SURVEY: 04/24/2024  
DATUM / EPOCH: NAD\_83(2011)(EPOCH:2010.0000)  
PUBLISHED / FIXED CONTROL USE: N/A  
GEOID MODEL: 18  
COMBINED GRID FACTOR(S): 0.99987931 CENTERED ON THE BASE POINT AS SHOWN HEREON.  
CONVERGENCE ANGLE: 1.06685000°  
BENCHMARKS USED: DF8984, DF8992, DF4385



NO.	DATE	REVISION
1.	05/23/24	ADD ESMT

\* SPECIFIC PURPOSE SURVEY PREPARED BY:  
**POINT TO POINT LAND SURVEYORS**  
100 Governors Trace, Ste. 103  
Peachtree City, GA 30269  
(p) 678.565.4440 (f) 678.565.4497  
(w) pointtopointsurvey.com  
Texas Registration No. 10194197



SPECIFIC PURPOSE SURVEY PREPARED FOR:  
**verizon**  
10300 OLD ALABAMA CONNECTOR ROAD  
ALPHARETTA, GA 30022

TX-110  
MALLOY BRIDGE  
FUZE #: 2151758  
MDG ID: 5000212388  
R.D. FALLON SURVEY,  
ABSTRACT NO. 489,  
CITY OF SEAGOVILLE,  
DALLAS COUNTY, TEXAS

DRAWN BY: TJM  
CHECKED BY: JKL  
APPROVED: D. MILLER  
DATE: MAY 14, 2024  
P2P JOB #: 240564TX

SHEET:  
**1**  
OF 3

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**LESSEE PREMISES**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE R.D. FALLON SURVEY, ABSTRACT NO. 489, IN THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AND BEING A PORTION OF THE LANDS OF VICTORY BAPTIST CHURCH OF SEAGOVILLE TEXAS, AS RECORDED IN INSTRUMENT 201400194873, ALSO BEING LOT 2, BLOCK B, OF THE PUTNAM-HOFFMAN ADDITION, AS RECORDED IN PLAT INSTRUMENT 1992-2415905, DALLAS COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 1/2-INCH REBAR FOUND ON THE WEST RIGHT-OF-WAY LINE OF FARMERS ROAD (HAVING A 60-FOOT RIGHT-OF-WAY) AND MARKING THE NORTHEAST CORNER OF SAID LOT 2, SAID REBAR HAVING A TEXAS GRID NORTH, NAD83, SOUTH ZONE VALUE OF N=6925232.8568, E=2570817.0709; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND RUNNING ALONG A TIE LINE, NORTH 40°47'34" WEST, 382.28 FEET TO A POINT AND THE TRUE POINT OF BEGINNING;

THENCE, NORTH 45°14'33" WEST, 40.00 FEET TO A POINT;

THENCE, NORTH 44°45'27" EAST, 50.00 FEET TO A POINT;

THENCE, SOUTH 45°14'33" EAST, 40.00 FEET TO A POINT;

THENCE, SOUTH 44°45'27" WEST, 50.00 FEET TO A POINT AND THE POINT OF BEGINNING.

BEARINGS BASED ON TEXAS GRID NORTH, NAD83, NORTH CENTRAL ZONE.

SAID TRACT CONTAINS 0.0459 ACRES (2,000 SQUARE FEET), MORE OR LESS.

**30' LESSEE'S ACCESS, FIBER & UTILITY EASEMENT**

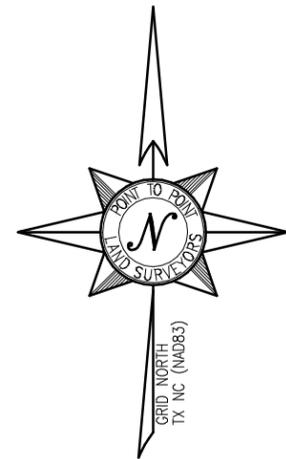
TOGETHER WITH A 30-FOOT WIDE LESSEE'S ACCESS, FIBER, & UTILITY EASEMENT (MEASURING 15 FEET EACH SIDE OF CENTERLINE) LYING AND BEING IN THE R.D. FALLON SURVEY, ABSTRACT NO. 489, IN THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AND BEING A PORTION OF THE LANDS OF VICTORY BAPTIST CHURCH OF SEAGOVILLE TEXAS, AS RECORDED IN INSTRUMENT 201400194873, ALSO BEING LOT 2, BLOCK B, OF THE PUTNAM-HOFFMAN ADDITION, AS RECORDED IN PLAT INSTRUMENT 1992-2415905, DALLAS COUNTY RECORDS, BEING DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 1/2-INCH REBAR FOUND ON THE WEST RIGHT-OF-WAY LINE OF FARMERS ROAD (HAVING A 60-FOOT RIGHT-OF-WAY) AND MARKING THE NORTHEAST CORNER OF SAID LOT 2, SAID REBAR HAVING A TEXAS GRID NORTH, NAD83, SOUTH ZONE VALUE OF N=6925232.8568, E=2570817.0709; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND RUNNING ALONG A TIE LINE, NORTH 40°47'34" WEST, 382.28 FEET TO A POINT ON THE LESSEE PREMISES; THENCE RUNNING ALONG SAID LESSEE PREMISES, NORTH 45°14'33" WEST, 20.00 FEET TO A POINT AND THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID LESSEE PREMISES AND RUNNING, SOUTH 44°45'27" WEST, 33.90 FEET TO A POINT;

THENCE, NORTH 45°14'33" WEST, 46.99 FEET TO THE ENDING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF HALL ROAD (HAVING A 60-FOOT PUBLIC RIGHT-OF-WAY).

BEARINGS BASED ON TEXAS GRID NORTH, NAD83, NORTH CENTRAL ZONE.

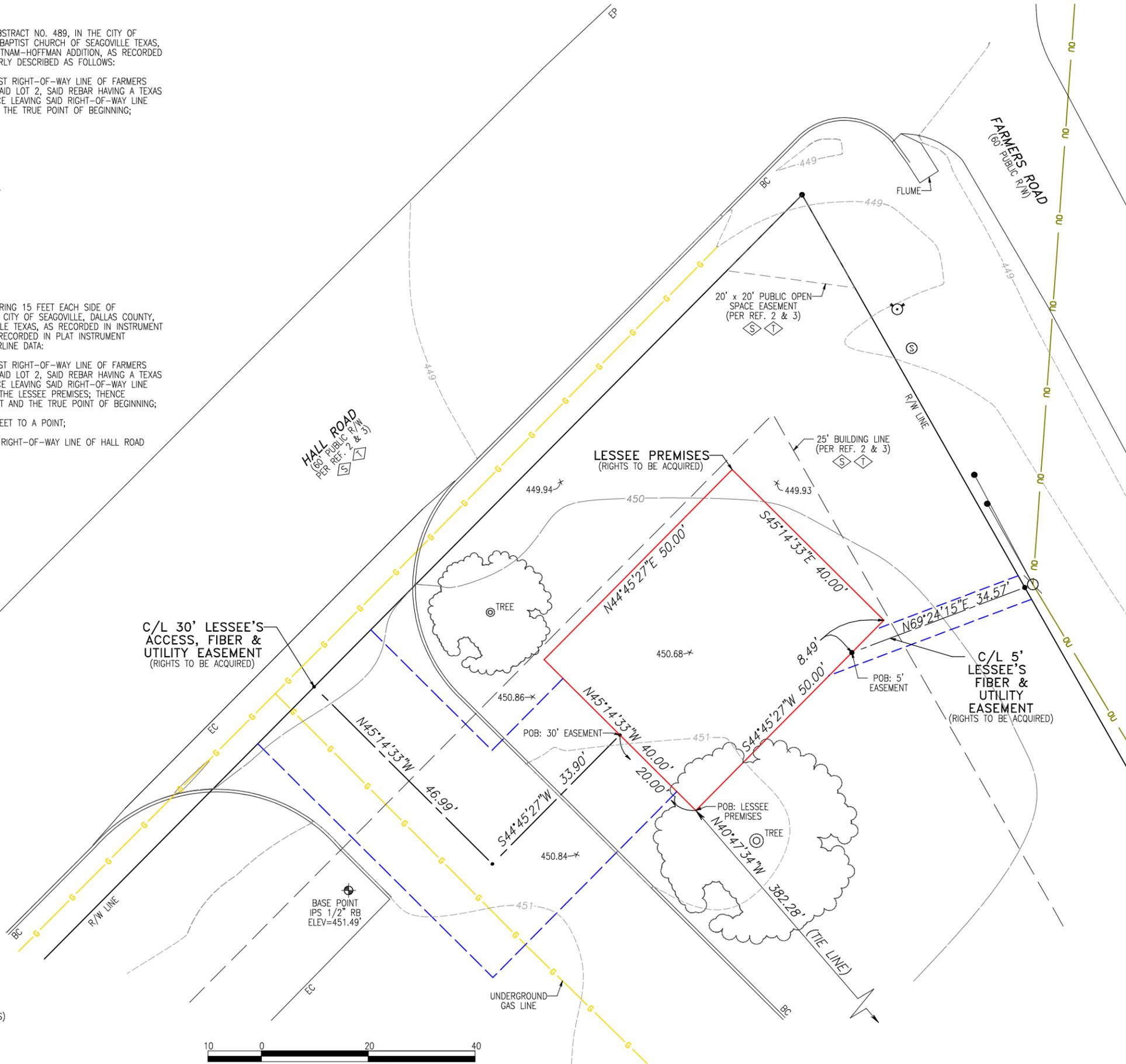
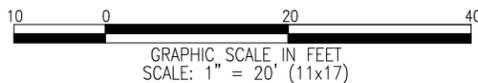


**LEGEND**

POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
IPS	IRON PIN SET
IPF	IRON PIN FOUND
CRB	CAPPED REBAR
RB	REBAR
OTP	OPEN TOP PIPE
EP	EDGE OF PAVEMENT
EC	EDGE OF CONCRETE
BC	BACK OF CURB
OU	OVERHEAD UTILITY
FDC	FIRE DEPT. CONNECTION
N/F	NOW OR FORMERLY
R/W	RIGHT-OF-WAY
⊙	FIRE HYDRANT
⊕	SANITARY SEWER MANHOLE
⊕	GAS VALVE
⊕	WATER METER
⊕	UTILITY POLE
⊕	GUY WIRE ANCHOR
⊕	BENCHMARK

**SITE INFORMATION**

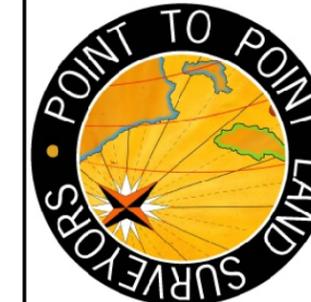
LESSEE PREMISES = 2,000 SQUARE FEET (0.0459 ACRES)  
 LATITUDE = 32°39'05.27" (NAD 83) (32.651464°)  
 LONGITUDE = -96°32'37.20" (NAD 83) (-96.543667°)  
 AT CENTER LESSEE PREMISES  
 ELEVATION AT CENTER OF LESSEE PREMISES = 450.6' A.M.S.L.



*Justin Kyle Lawrence*

NO.	DATE	REVISION
1.	05/23/24	ADD ESMT

\* SPECIFIC PURPOSE SURVEY PREPARED BY:  
**POINT TO POINT LAND SURVEYORS**  
 100 Governors Trace, Ste. 103  
 Peachtree City, GA 30269  
 (p) 678.565.4440 (f) 678.565.4497  
 (w) pointtopointsurvey.com  
 Texas Registration NO. 10194197



SPECIFIC PURPOSE SURVEY PREPARED FOR:  
**verizon**  
 10300 OLD ALABAMA CONNECTOR ROAD  
 ALPHARETTA, GA 30022

TX-110  
 MALLOY BRIDGE  
 FUZE #: 2151758  
 MDG ID: 5000212388  
 R.D. FALLON SURVEY,  
 ABSTRACT NO. 489,  
 CITY OF SEAGOVILLE,  
 DALLAS COUNTY, TEXAS

DRAWN BY: TJM  
 CHECKED BY: JKL  
 APPROVED: D. MILLER  
 DATE: MAY 14, 2024  
 P2P JOB #: 240564TX

SHEET:  
**2**  
 OF 3

SURVEY NOT VALID WITHOUT SHEETS 1 & 3 OF 3

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TITLE EXCEPTIONS

THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY TOWER TITLE OF TEXAS, LLC, COMMITMENT DATE OF APRIL 5, 2024, BEING COMMITMENT NO. BRS-171479-C, FOR THE PARENT PARCEL, TO DETERMINE THE IMPACTS OF EXISTING TITLE EXCEPTIONS.

F) TERMS, PROVISIONS, COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES, ASSESSMENTS AND LIENS PROVIDED IN THE DOCUMENT RECORDED AS (INSTRUMENT) (BOOK) 93140 (PAGE) 4513 IN DALLAS COUNTY, TEXAS, BUT OMITTING ANY COVENANT, CONDITION OR RESTRICTION, IF ANY, BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT THE COVENANT, CONDITION OR RESTRICTION (A) IS EXEMPT UNDER TITLE 42 OF THE UNITED STATES CODE, OR (B) RELATES TO HANDICAP, BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS.

[THIS ITEM IS APPLICABLE TO THE PARENT PARCEL BUT IS NOT PLOTTED HEREON BECAUSE IT IS BLANKET IN NATURE.]

G) EASEMENT BETWEEN JNO. I. PUTNAM AND WIFE, LUCILE PUTNAM; AND LONE STAR GAS COMPANY, A CORPORATION, DATED AUGUST 22, 1929 AND RECORDED SEPTEMBER 24, 1929 IN (BOOK) 1584 (PAGE) 265 (INSTRUMENT) 101017, IN DALLAS COUNTY, TEXAS. AS AFFECTED BY RESTRICTIVE COVENANTS AND PARTIAL RELEASE OF EASEMENT DATED MAY 14, 1993 AND RECORDED JULY 21, 1993 IN (BOOK) 93140 (PAGE) 4513 IN DALLAS COUNTY, TEXAS.

[THIS ITEM IS APPLICABLE TO THE PARENT PARCEL, HOWEVER IT IS NOT APPLICABLE TO THE LEASE AREA AND ACCESS EASEMENT. THIS ITEM IS PLOTTED HEREON.]

H) TERMS AND CONDITIONS CONTAINED IN THAT RESTRICTIVE COVENANTS AND PARTIAL RELEASE OF EASEMENT DATED MAY 14, 1993 AND RECORDED JULY 21, 1993 IN (BOOK) 93140 (PAGE) 4513 IN DALLAS COUNTY, TEXAS.

[THIS ITEM IS APPLICABLE TO THE PARENT PARCEL BUT IS NOT PLOTTED HEREON BECAUSE IT IS BLANKET IN NATURE.]

I) TERMS AND CONDITIONS OF AN UNRECORDED LEASE, AS EVIDENCED BY A(N) MEMORANDUM OF LEASE BETWEEN SEAGOVILLE PARTNERS, A TEXAS JOINT VENTURE AND FOOD LION, INC., A NORTH CAROLINA CORPORATION, DATED MAY 22, 1992 AND RECORDED JANUARY 27, 1993 IN (BOOK) 93017 (PAGE) 2090, IN DALLAS COUNTY, TEXAS.

[THIS ITEM IS APPLICABLE TO THE PARENT PARCEL BUT IS NOT PLOTTED HEREON BECAUSE IT IS BLANKET IN NATURE.]

J) TERMS AND CONDITIONS CONTAINED IN THAT DECLARATION OF PROTECTIVE COVENANTS DATED JANUARY 8, 1993 AND RECORDED JANUARY 22, 1993 IN (BOOK) 93014 (PAGE) 3000 IN DALLAS COUNTY, TEXAS.

[THIS ITEM IS APPLICABLE TO THE PARENT PARCEL BUT IS NOT PLOTTED HEREON BECAUSE IT IS BLANKET IN NATURE.]

K) RECIPROCAL EASEMENTS AGREEMENT BETWEEN BOYDE HOOD, REXANNA HOOD HANSON AND MELODYE HOOD LEMBO; AND SEAGOVILLE PARTNERS, DATED JANUARY 20, 1993 AND RECORDED JANUARY 22, 1993 IN (BOOK) 90314 (PAGE) 3014, IN DALLAS COUNTY, TEXAS.

[THIS ITEM IS APPLICABLE TO THE PARENT PARCEL BUT IS NOT PLOTTED HEREON BECAUSE IT IS BLANKET IN NATURE.]

L) EASEMENT BETWEEN SEAGOVILLE PARTNERS, A TEXAS JOINT VENTURE; AND ENSERCH CORPORATION, DATED APRIL 15, 1993 AND RECORDED MAY 3, 1993 IN (BOOK) 93085 (PAGE) 4139, IN DALLAS COUNTY, TEXAS.

[THIS ITEM IS APPLICABLE TO THE PARENT PARCEL AND ACCESS, FIBER & UTILITY EASEMENT HOWEVER IT IS NOT PLOTTED HEREON BECAUSE ITS DESCRIPTION IS TOO VAGUE TO BE PLOTTED.]

M) LEASE AS SET FORTH IN A(N) SUBORDINATION, ATTORNMENT AND NONDISTURBANCE AGREEMENT BETWEEN SUBWAY REAL ESTATE CORP, A DELAWARE CORPORATION AND PROTECTIVE LIFE INSURANCE COMPANY, SEAGOVILLE PARTNERS, A TEXAS JOINT VENTURE, DATED SEPTEMBER 22, 1993 AND RECORDED DECEMBER 14, 1993 IN (BOOK) 93242 (PAGE) 5053, IN DALLAS COUNTY, TEXAS.

[THIS ITEM IS APPLICABLE TO THE PARENT PARCEL BUT IT IS NOT PLOTTED HEREON BECAUSE THE DESCRIPTION OF THIS EASEMENT IS VAGUE AND THEREFORE, WE ARE NOT ABLE TO ASCERTAIN THE EXACT LOCATION THEREOF.]

N) LEASE AS SET FORTH IN SUBORDINATION, ATTORNMENT AND NONDISTURBANCE AGREEMENT BETWEEN LITTLE CEASARS WEST, INC., A MICHIGAN CORPORATION AND PROTECTIVE LIFE INSURANCE COMPANY, SEAGOVILLE PARTNERS, A TEXAS JOINT VENTURE, DATED OCTOBER 7, 1993 AND RECORDED DECEMBER 14, 1993 IN (BOOK) 93242 (PAGE) 5061, IN DALLAS COUNTY, TEXAS.

[THIS ITEM IS APPLICABLE TO THE PARENT PARCEL BUT IS NOT PLOTTED HEREON BECAUSE IT IS BLANKET IN NATURE.]

O) LEASE AS SET FORTH IN SUBORDINATION, ATTORNMENT AND NONDISTURBANCE AGREEMENT BETWEEN THL ENTERPRISES, INC., A TEXAS CORPORATION AND PROTECTIVE LIFE INSURANCE COMPANY, SEAGOVILLE PARTNERS, DATED SEPTEMBER 23, 1993 AND RECORDED DECEMBER 14, 1993 IN (BOOK) 93242 (PAGE) 5082, IN DALLAS COUNTY, TEXAS.

[THIS ITEM IS APPLICABLE TO THE PARENT PARCEL BUT IS NOT PLOTTED HEREON BECAUSE IT IS BLANKET IN NATURE.]

P) LEASE AS SET FORTH IN SUBORDINATION, ATTORNMENT AND NONDISTURBANCE AGREEMENT BETWEEN PANSY D. NULL D/B/A ABA DABA VIDEO AND PROTECTIVE LIFE INSURANCE COMPANY, SEAGOVILLE PARTNERS, DATED OCTOBER 15, 1993 AND RECORDED DECEMBER 14, 1993 IN (BOOK) 93242 (PAGE) 5090, IN DALLAS COUNTY, TEXAS.

[THIS ITEM IS APPLICABLE TO THE PARENT PARCEL BUT IS NOT PLOTTED HEREON BECAUSE IT IS BLANKET IN NATURE.]

Q) LEASE AS SET FORTH IN SUBORDINATION, ATTORNMENT AND NONDISTURBANCE AGREEMENT BETWEEN PROSTYLES, INC., A TEXAS CORPORATION AND PROTECTIVE LIFE INSURANCE COMPANY, SEAGOVILLE PARTNERS, DATED SEPTEMBER 23, 1993 AND RECORDED DECEMBER 14, 1993 IN (BOOK) 93242 (PAGE) 5098, IN DALLAS COUNTY, TEXAS.

[THIS ITEM IS APPLICABLE TO THE PARENT PARCEL BUT IS NOT PLOTTED HEREON BECAUSE IT IS BLANKET IN NATURE.]

R) MEMORANDUM OF EASEMENT BETWEEN VICTORY BAPTIST CHURCH OF SEAGOVILLE TEXAS; AND BROADUS TOWERS, LLC, DATED MARCH 25, 2024 AND RECORDED MARCH 25, 2024 IN (INSTRUMENT) 2024-202400059286, IN DALLAS COUNTY, TEXAS.

[THIS ITEM IS APPLICABLE TO THE PARENT PARCEL BUT DOES NOT CONTAIN A PLOTTABLE DESCRIPTION.]

S) ANY AND ALL MATTERS DISCLOSED ON THE MAP ENTITLED "FINAL PLAT PUTNAM - HOFFMAN ADDITION" DATED APRIL 5, 1992 AND RECORDED APRIL 6, 1992 IN (BOOK) 92067 (PAGE) 4272, IN DALLAS COUNTY, TEXAS. AS AFFECTED BY RATIFICATION OF PLAT DATED JANUARY 20, 1993 AND RECORDED FEBRUARY 10, 1993 IN (BOOK) 93027 (PAGE) 1555, IN DALLAS COUNTY, TEXAS.

[THIS ITEM IS APPLICABLE TO THE PARENT PARCEL; HOWEVER THIS PLAT HAS BEEN SUPERSEDED BY BOOK 92241 PAGE 3339, WHICH HAS RECONFIGURED THE PARENT PARCEL AND ITS BOUNDARIES AS SHOWN HEREON.]

T) ANY AND ALL MATTERS DISCLOSED ON THE MAP ENTITLED "AMENDED PLAT OF BLOCK B OF PUTNAM - HOFFMAN ADDITION" DATED DECEMBER 10, 1992 AND RECORDED DECEMBER 11, 1992 IN (BOOK) 92241 (PAGE) 3339, (INSTRUMENT) 1992-2415905 IN DALLAS COUNTY, TEXAS.

[THIS ITEM IS APPLICABLE TO THE PARENT PARCEL, LEASE AREA AND ACCESS EASEMENT. PLOTTABLE ITEMS ARE SHOWN HEREON..]

5' LESSEE'S FIBER & UTILITY EASEMENT

TOGETHER WITH A 5-FOOT WIDE LESSEE'S FIBER & UTILITY EASEMENT (MEASURING 2.5 FEET EACH SIDE OF CENTERLINE) LYING AND BEING IN THE R.D. FALLON SURVEY, ABSTRACT NO. 489, IN THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AND BEING A PORTION OF THE LANDS OF VICTORY BAPTIST CHURCH OF SEAGOVILLE TEXAS, AS RECORDED IN INSTRUMENT 201400194873, ALSO BEING LOT 2, BLOCK B, OF THE PUTNAM-HOFFMAN ADDITION, AS RECORDED IN PLAT INSTRUMENT 1992-2415905, DALLAS COUNTY RECORDS, BEING DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 1/2-INCH REBAR FOUND ON THE WEST RIGHT-OF-WAY LINE OF FARMERS ROAD (HAVING A 60-FOOT RIGHT-OF-WAY) AND MARKING THE NORTHEAST CORNER OF SAID LOT 2, SAID REBAR HAVING A TEXAS GRID NORTH, NAD83, SOUTH ZONE VALUE OF N=6925232.8568, E=2570817.0709; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND RUNNING ALONG A TIE LINE, NORTH 40°47'34" WEST, 382.28 FEET TO A POINT ON THE LESSEE PREMISES; THENCE RUNNING ALONG SAID LESSEE PREMISES, NORTH 45°14'33" WEST, 40.00 FEET TO A POINT; THENCE, NORTH 44°45'27" EAST, 50.00 FEET TO A POINT; THENCE, SOUTH 45°14'33" EAST, 40.00 FEET TO A POINT; THENCE, SOUTH 44°45'27" WEST, 8.49 FEET AND THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID LESSEE PREMISES AND RUNNING, NORTH 69°24'15" WEST, 34.57 FEET TO THE ENDING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF HALL ROAD (HAVING A 60-FOOT PUBLIC RIGHT-OF-WAY).

BEARINGS BASED ON TEXAS GRID NORTH, NAD83, NORTH CENTRAL ZONE.



*Justin Kyle Lawrence*

NO.	DATE	REVISION
1.	05/23/24	ADD ESMT

\* SPECIFIC PURPOSE SURVEY PREPARED BY:  
**POINT TO POINT LAND SURVEYORS**  
 100 Governors Trace, Ste. 103  
 Peachtree City, GA 30269  
 (p) 678.565.4440 (f) 678.565.4497  
 (w) pointtopointsurvey.com  
 Texas Registration NO. 10194197



SPECIFIC PURPOSE SURVEY PREPARED FOR:  
**verizon**  
 10300 OLD ALABAMA CONNECTOR ROAD  
 ALPHARETTA, GA 30022

TX-110  
 MALLOY BRIDGE  
 FUZE #: 2151758  
 MDG ID: 5000212388  
 R.D. FALLON SURVEY,  
 ABSTRACT NO. 489,  
 CITY OF SEAGOVILLE,  
 DALLAS COUNTY, TEXAS

DRAWN BY: TJM	SHEET:
CHECKED BY: JKL	<b>3</b>
APPROVED: D. MILLER	
DATE: MAY 14, 2024	
P2P JOB #: 240564TX	
	OF 3

E:\Point to Point Dropbox\2024\240564TX-Malloy Bridge\240564TX.dwg



1025

Highland Dr  
499

Hall Rd

699

599

Grandview Ave

523

Fairview Ave  
717

599

709

Hampton Ct

512

Judy Ln

Pay's Blvd

N US-175

1199

1099

Hall Rd

599

E Farmers Rd  
540

499

512

N US-175

175

Avenue C St

999

899

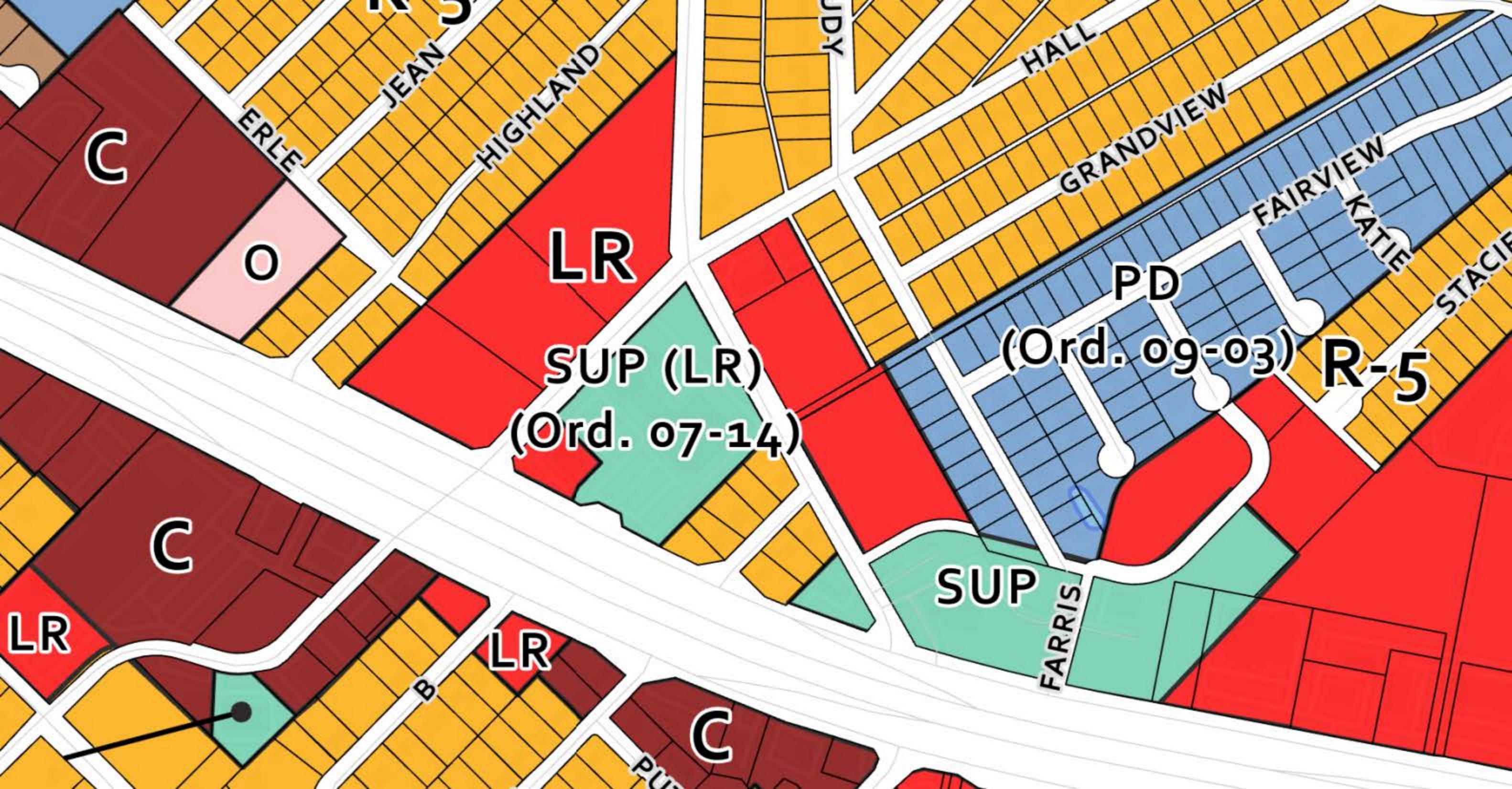
Hall Rd

299

399

299

Hall Rd



C

O

LR

SUP (LR)  
(Ord. 07-14)

PD

(Ord. 09-03)

R-5

C

LR

LR

SUP

C

ERLE

JEAN

HIGHLAND

JUDY

HALL

GRANDVIEW

FAIRVIEW

KATIE

STACIE

FARRIS



TO: Mayor and City Council

FROM: The Way Church (Pastor Dennis Childress)

DATE: October 7, 2024

ITEM: 22

DESCRIPTION: Discuss and consider granting The Way Church (Pastor Dennis Childress, authorized representative) use of City-owned property at the intersection of Malloy Bridge Road and Kaufman Street for a public event October 12, 2024.

---

**INTRODUCTION**

The purpose of this item is for City Council to have an opportunity to consider the request.

**BACKGROUND**

In the future, should the City receive similar requests from others and the City would need to treat those requests similarly.



TO: Mayor and City Council

FROM: Councilmember Harold Magill

DATE: October 7, 2024

ITEM: 23

DESCRIPTION: Discuss and consider granting Todd Brisbon the use of the City's logo in connection with the skate park and for the limited purpose of the creation of a commemorative skateboard.

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**INTRODUCTION**

The purpose of this item is for City Council to have an opportunity to consider the request.



TO: Mayor and City Council  
FROM: Bill Medina, Director of Community Development  
DATE: October 7, 2024  
ITEM: 25  
DESCRIPTION: Discuss and consider an Ordinance providing for stop signs to be installed at the intersection of South Crestview and an unnamed minor street located between 810 E. Malloy Bridge Road and 190 S. Crestview; authorizing the City Manager to cause the appropriate signage to be erected.

---

### **INTRODUCTION**

Consider adopting two additional stop signs on Crestview Drive.

### **BACKGROUND**

Due to the expected increased traffic flow associated with the new non-residential development near Crestview Drive and Malloy Bridge Road, Staff is seeking approval of two additional stop signs at the 200 block of Crestview Drive.

### **FINANCIAL IMPACT**

The signs will cost an estimated \$400±. Funds are available within the Streets FY 2025 budget.

### **RECOMMENDATION**

Staff recommends approval of the request.

### **ATTACHMENTS**

1. Ordinance
2. Aerial

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS PROVIDING FOR STOP SIGNS TO BE INSTALLED AT THE INTERSECTION OF SOUTH CRESTVIEW AND AN UNNAMED MINOR STREET LOCATED BETWEEN 810 E. MALLOY BRIDGE ROAD AND 190 S. CRESTVIEW; AUTHORIZING THE CITY MANAGER TO CAUSE THE APPROPRIATE SIGNAGE TO BE ERECTED; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO HUNDRED DOLLARS (\$200.00) FOR EACH OFFENSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 17.02.001 of the Code of Ordinances of the City of Seagoville provides that the City Manager shall have the duty of erecting or installing traffic control devices upon city streets deemed necessary to regulate traffic or to guide or warn traffic; and

**WHEREAS**, the City Manager, in association with City staff, has studied the traffic and based thereon in an exercise of traffic engineering judgment, has recommended the installation of stop signs for northbound and southbound traffic along South Crestview at the intersection of South Crestview and an unnamed minor street located between 810 E. Malloy Bridge Road and 190 S. Crestview; and

**WHEREAS**, after discussion and consideration, the City Council has determined that it is in the best interest of the City and those traveling the areas to approve the installation of the recommended stop signs and to direct the City Manager to cause the appropriate signage to be erected giving notice of the same;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS:**

**SECTION 1.** The City Manager is hereby directed to erect and install stop signs conforming to the requirements of the Texas Manual on Uniform Traffic Control Devices for Streets and Highways for northbound and southbound traffic along South Crestview at the intersection of South Crestview and an unnamed minor street located between 810 E. Malloy Bridge Road and 190 S. Crestview.

**SECTION 2.** Pursuant to section 17.02.002 of the Code of Ordinances, upon erection and installation of the aforementioned stop signs, the City Manager shall file a report with the City Secretary, in writing and signed by the City Manager stating the type of traffic control device, sign or signal and when and where the same was erected or installed. The City Secretary shall file and maintain such report among the official papers of the City.

**SECTION 3.** Pursuant to section 178.03.052 of the Code of Ordinances, this ordinance shall be maintained on file in the City Secretary's office.

**SECTION 4.** All ordinances of the City of Seagoville in conflict with the provisions of this ordinance be, the same are hereby repealed, and all other ordinances of the City of Seagoville not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 5.** An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

**SECTION 6.** Should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

**SECTION 7.** Any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Seagoville, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of two hundred dollars (\$200.00) for each offense.

**SECTION 8.** This ordinance shall take effect from and after its passage.

**DULY PASSED** by the City Council of the City of Seagoville, Texas, this the \_\_\_\_  
day of \_\_\_\_\_, 2024.

**APPROVED:**

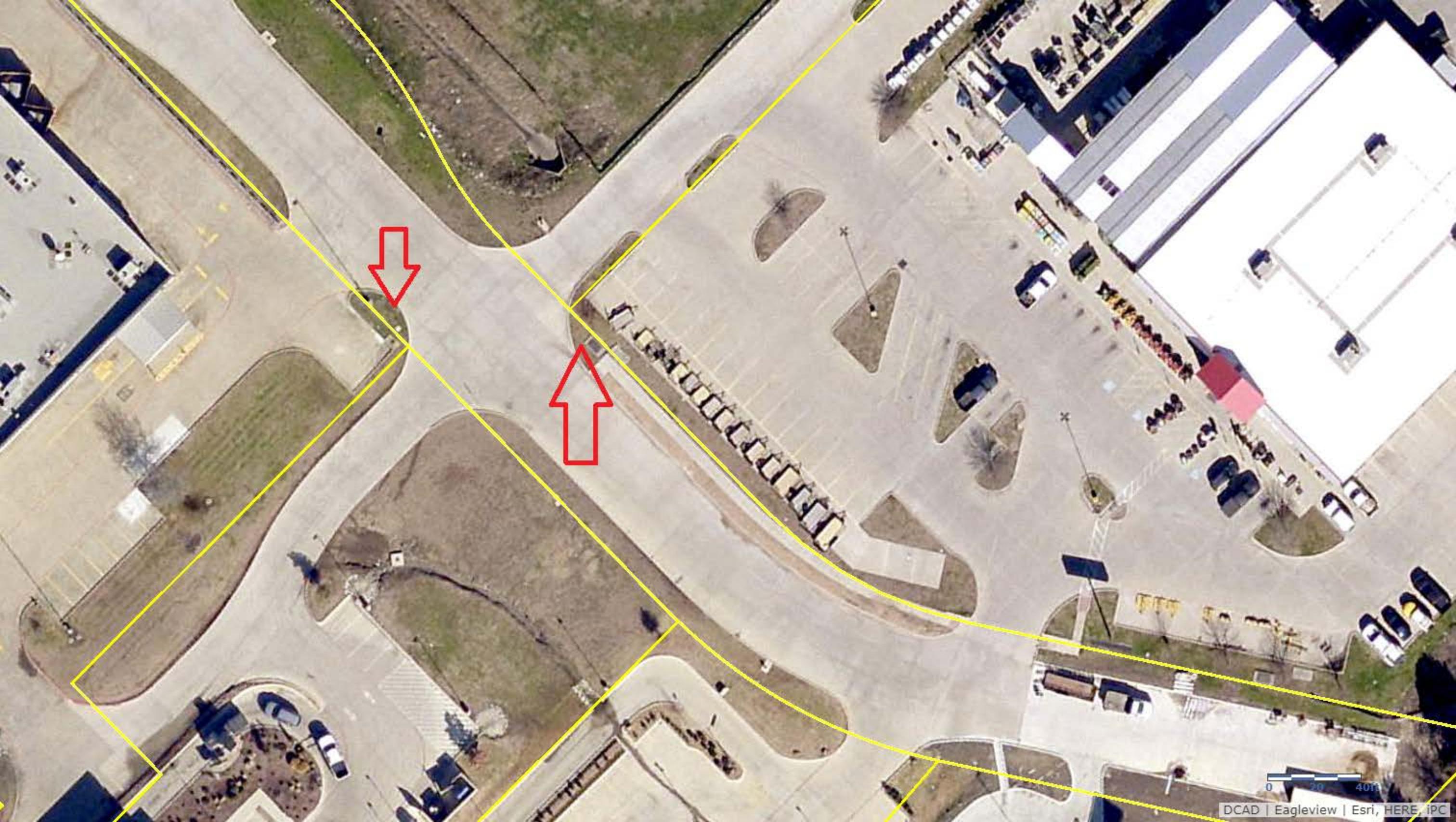
\_\_\_\_\_  
LACKETY STEPPER SEBASTIAN, MAYOR

**ATTEST:**

\_\_\_\_\_  
SARA EGAN, CITY SECRETARY

**APPROVED AS TO FORM:**

\_\_\_\_\_  
CHRISTOPHER METCALF, ASST. CITY ATTORNEY  
4887-6204-5931, v. 1



0 20 40



TO: Mayor and City Council  
FROM: Christine Wirth, Support Services Manager  
DATE: October 7, 2024  
ITEM: 25  
DESCRIPTION: Discuss and consider a Resolution Approving a human capital management - Master Software as a Service ("Saas") License Agreement with PM AM Corporation for software application service to manage City's Police Department Workforce in an amount not to exceed \$3,250.00 annually, authorizing the City Manager to execute all necessary and related documents.

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#### **INTRODUCTION**

The purpose of this item is to approve License Agreement for the use of the software and a service as described in this agreement.

#### **BACKGROUND**

PM AM provides via the internet. A singular system to prepare for and conduct any Accreditation/Audit, across multiple compliances. Centralize all policy/documents, update (with collaboration review), seamlessly disseminate to employees for sign off, and ensure complete comprehension of material. Full Training History (onsite, offsite, and online) Centrally Maintained with Certificate Management. Incorporates Optional Training and along with Mandatory Training Assignments. Organizations can create paper forms and automate forms. Lastly this software can organize performance reviews with a simple to use interface.

#### **FINANCIAL IMPACT**

The amount of this License Agreement is \$3250.00, as budgeted in FY 2024-2025 under Support Services Department, Software Support Fund.

#### **RECOMMENDATION**

It is the recommendation of the Police Department to renew the annual Service Agreement to ensure proper repair and maintenance of our radio system that is utilized by several City Departments.

#### **ATTACHMENTS**

1. Resolution
2. Agreement

**THE CITY OF SEAGOVILLE, TEXAS**

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS APPROVING A HUMAN CAPITAL MANAGEMENT - MASTER SOFTWARE AS A SERVICE (“SaaS”) LICENSE AGREEMENT WITH PM AM CORPORATION FOR SOFTWARE APPLICATION SERVICE TO MANAGE CITY’S POLICE DEPARTMENT WORKFORCE IN AN AMOUNT NOT TO EXCEED \$3,250.00 ANNUALLY; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY AND RELATED DOCUMENTS; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Seagoville, Texas desires to enter into an Agreement with PM AM Corporation for provision of software application services used to manage the City’s Police Department workforce, including knowledge integration, distributing and tracking policy changes, and tools used in performance appraisal processes; and

**WHEREAS**, the City Council for the City of Seagoville, Texas has reviewed the Agreement and has determined it to be in the best interest of the City of Seagoville to enter into said Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS:**

**SECTION 1.** The Agreement attached hereto and incorporated herein by this reference as Exhibit A, with PM AM Corporation is approved, and the City Manager is authorized to execute the same in substantially the form of Exhibit “A” and all other necessary and related documents on behalf of the City of Seagoville, Texas.

**SECTION 2.** Any prior Resolutions of the City Council of the City of Seagoville, Texas, in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

**SECTION 3.** If any article, paragraph, subdivision, clause or provision of this Resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgement or holding shall not affect the validity of this Resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

**SECTION 4.** This resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Seagoville, Texas, and it is accordingly resolved.

**DULY PASSED** by the City Council of the City of Seagoville, Texas, on the \_\_\_\_ day of October 2024.

**APPROVED:**

\_\_\_\_\_  
Lackey Stepper Sebastian, Mayor

**ATTEST:**

\_\_\_\_\_  
Sara Egan, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Christopher Metcalf, Asst. City Attorney

**EXHIBIT “A”**  
[Agreement with PM AM Corporation]

4887-5857-1243, v. 1



Human Capital Management– Master SaaS License Agreement

1. GENERAL: This Human Capital Management - Master SaaS License Agreement (“Agreement”) is a legally binding agreement between Seagoville Police Department with its principal offices at 600 US-175, Seagoville, TX 75159 (“Licensee”) and PM AM Corporation (“PM AM”) with its principal offices at 5430 LBJ Freeway, Suite 370, Dallas, TX 75240 and governs the terms and conditions that apply to delivery of Software as a Service (“SaaS”) services as described in this Agreement effective as of the date set forth in Section 6 below (“Effective Date”).

2. BASE SERVICE: Human Capital Management is a software application service which PM AM owns and provides via the internet (“HCM” or “HCM Program”). HCM is used to manage Licensee’s workforce. HCM allows for managing knowledge integration, distributing and tracking policy changes, and includes a broad assortment of tools used in the performance appraisal process. The software is installed at a server at PM AM or at PM AM’s election, at a third party. The service is used via internet or other data connection. Subject to the terms and conditions of this Agreement, PM AM grants to Licensee, the limited, non-exclusive, non-transferrable, and non-sublicensable right to use the HCM Program during the term of this Agreement for the sole purpose of assisting Licensee in managing Licensee’s workforce, including use to manage, train, test, assess, and track Licensee’s internal talent using the HCM Program and access controlled website (“HCM Website”) for the management of Licensee’s documents, records and other data (“Licensee Data”), which such purpose is hereinafter referred to as the “HCM Permitted Purpose.” Licensee may not use the HCM Program for any purpose other than the HCM Permitted Purpose or the Permitted Purpose of any Additional Program as defined in Section 3 below that is licensed hereunder to Licensee. This license covers and includes all related interfacing modules that may be used in order to interface HCM with existing onsite applications and processes.

3. Additional Programs. In addition, to the HCM Program, which is sometimes referred to herein as the Base Program available to all Licensees of PM AM, Licensee may elect to subscribe to one or more of the following Additional Programs by initialing or checking the space opposite the Additional Program described below and paying PM AM the applicable fee for such Additional Program as hereinafter set forth. As used herein, the term “Additional Program” means one or more of the following programs offered by PM AM, subject to the restrictions thereon, as more fully described in Exhibit “A” attached hereto and incorporated herein by this reference thereto, which restrictions are in addition to those set forth in this Agreement:

- \_\_\_\_\_ (a) Academy Training Library Program;
- \_\_\_\_\_ (b) Threat Assessment and Planning Program (“T.A.P” or “T.A.P. Program”); and
- \_\_\_\_\_ (c) Workforce Behavioral Intervention Program (“WBI” or “WBI Program”).

If Licensee desires to subscribe to one or more Additional Programs but inadvertently fails to initial or check the desired Additional Program in the space indicated above, Licensee shall receive the services provided by such Additional Program if (i) the provisions of this Agreement (including Section 7) clearly indicate that Licensee intended to subscribe to such Additional Program, and (ii) Licensee pays the applicable fee for such Additional Program.

## PM AM Corporation

### Human Capital Management– Master SaaS License Agreement

4. **USE OF SERVICE:** Notwithstanding the preceding License or Licenses granted to Licensee hereunder, Licensee may not resell, license or distribute the HCM Program or any Additional Program to which Licensee has subscribed to hereunder to any third party or use the HCM Program or any Additional Program to which Licensee has subscribed to hereunder for any purpose other than the HCM Permitted Purpose or the Permitted Purpose of any Additional Program (as described in Exhibit “A” hereto) to which Licensee has subscribed or share login information and passwords relating to the such Program or Programs with any third party; provided, however, Licensee may permit its employees and a Licensee Third Party Contractor (as hereinafter defined) to access the HCM Website to use the HCM Program for the HCM Permitted Purpose by assigning such employees or Licensee Third Party Contractor a user identification number and password (collectively, the “**HCM Permitted Users**”). For purposes of this Agreement, the term “Licensee Third Party Contractor” means a third party that the Licensee engages, (subject to the prior written consent of PM AM, which consent may be granted or withheld or otherwise restricted in the sole discretion of PM AM), to assist Licensee in providing, using, managing and verifying certain information including, but not limited to, signature and accreditation information with respect to the HCM Program. Any Licensee Third Party Contractor shall be engaged by Licensee at its sole expense. Licensee shall be liable for any and all actions or inactions of any such Licensee Third Party Contractor or its employees with respect to the HCM Program and any Additional Program subscribed to by Licensee.

In addition, Licensee may permit the Academy Training Permitted Users, the T.A.P. Permitted Users, and the WBI Permitted Users as defined in Exhibit “A” hereto to continue to use the Academy Training Library Program, the T.A.P. Program, and the WBI Program, respectively, to the extent set forth in Exhibit “A” hereto; provided, Licensee has a valid license to use such Program.

Licensee is responsible and liable for all uses of the HCM Program or the HCM Website by Licensee or its Permitted Users resulting from access provided by Licensee, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Licensee is responsible for all acts and omissions of Permitted Users, and any act or omission by a Permitted User that would constitute a breach of this Agreement if taken by Licensee will be deemed a breach of this Agreement by Licensee. Licensee shall use reasonable efforts to make all Permitted users aware of this Agreement’s provisions as applicable to such Permitted User’s use of the HCM Program or any Additional Program licensed to Licensee hereunder and shall cause the Permitted Users to comply with such provisions.

From time to time during the term of this Agreement, PM AM may adopt and update rules pertaining to the use of the HCM Program, HCM Website and the Additional Programs. Licensee shall be bound by and observe, and Licensee shall cause its Permitted Users of such licensed Programs to observe, such updated rules in using the each such Program after receipt of a copy of such rules or after such updated rules are posted on the HCM Website.

5. **LICENSE VALIDITY:** This license is valid during the term of this Agreement with respect to the HCM Program and any Additional Program that Licensee has subscribed to so long as Licensee is current on service fees and has not breached any Licensee obligations contained in this Agreement.

6. **TERM:** The initial term of this Agreement with respect to the licensing of the HCM Program to Licensee and any Additional Program selected by Licensee pursuant to the provisions

## PM AM Corporation

## Human Capital Management– Master SaaS License Agreement

of Section 3 hereof shall be for a period of 1 year commencing on October 1, 2024 (the “**Effective Date**”) and ending on the day immediately preceding the September 30, 2025 anniversary of said commencement date (“**Initial Term Termination Date**”), subject to earlier termination as set forth herein. Upon expiration of the Initial Term on the Initial Term Termination Date, this Agreement, with respect to the licensing of both the HCM Program and the Additional Program or Programs subscribed to by Licensee shall be subject to automatic extension from year to year thereafter (each an “**Extended Term**”) on the same terms and conditions as set forth herein, unless either party notifies the other in writing at least 60 days prior to the expiration of the Initial Term or the Extended Term that such party will not further extend the term of this Agreement with respect to the HCM Program and/or any one or more Additional Programs to which Licensee has subscribed.

In the event Licensee has subscribed to the HCM Program and one or more Additional Programs and neither party notifies the other in writing at least 60 days prior to the expiration of the Initial Term or the Extended Term that such party will not further extend the term of this Agreement with respect to all such Programs, this Agreement shall be extended on the same terms and conditions as set forth herein for that Program or Programs that were not included in such written notice of termination, unless PM AM provides a new price for a Program for the Extended Term, in which event this Agreement as to that Program or Programs shall only be extended with the express written consent of Licensee.

**7. USER LEVEL:** PM AM will provide Licensee with up to 49 user IDs necessary to permit Licensee’s Permitted Users to access the HCM Program for the HCM Permitted Purpose.

In addition, if Licensee subscribed to Academy Training Library Program by initialing line 3(a) above, PM AM will provide Licensee with 0 user IDs necessary to permit Licensee’s Academy Training Permitted Users to access the HCM Website for the Academy Training Permitted Purpose (as defined in Exhibit “A” hereto); otherwise, the number of Academy Training Permitted Users shall be zero.

In addition, if Licensee subscribed to the T.A.P. Program by initialing line 3(b) above, PM AM will provide Licensee with 0 user IDs necessary to permit Licensee’s T.A.P. Permitted Users to access the HCM Website for the T.A.P. Permitted Purpose (as defined in Exhibit “A” hereto); otherwise, the number of T.A.P. Permitted Users shall be zero.

In addition, if Licensee subscribed to the WBI Program by initialing line 3(c) above, PM AM will provide Licensee with 0 user IDs necessary to permit Licensee’s WBI Permitted Users to access the HCM Website for the WBI. Permitted Purpose (as defined in Exhibit “A” hereto); otherwise, the number of WBI Permitted Users shall be zero.

**8. SERVICE FEE AND PAYMENT:** During the Initial Term, the aggregate fee payable by Licensee hereunder for the HCM Program and the Additional Program or Programs subscribed to by Licensee pursuant to the provisions of Section 3 hereof shall be \$ 3,250. Said aggregate fee shall be due and payable within fifteen (15) days receipt of an invoice from PM AM for such amount. After the Initial Term, the aggregate annual service fee for access to and use of the aforesaid licensed Programs will be increased by five percent (5%) of the prior year fee for each year thereafter, during the Extended Term effective upon the anniversary date of this Agreement. All other fees payable under this Agreement are calculated and payable based on the then current fee schedule as provided by PM AM from time to time. Licensee agrees to pay any sales, value-

## PM AM Corporation

### Human Capital Management– Master SaaS License Agreement

added or other similar taxes (collectively, “**Sales Taxes**”) imposed by applicable law that PM AM must pay based on the services Licensee orders, except for taxes based on PM AM’s income. All amounts invoiced hereunder are due and payable within 15 days of the date of the invoice. For any past due amounts, PM AM may charge interest of the lesser of one and one-half percent (1.5%) per month or the maximum amount permitted by law.

Licensee, on behalf of itself and its applicable Permitted Users, acknowledges and agrees that access to data and the services provided by PM AM hereunder are conditioned upon the timely payment of all Fees and Sales Taxes payable to PM AM in accordance with the terms of this Agreement.

**9. SERVICE AND SUPPORT:** During the term of this Agreement, the following service and support is included within the fees due: (a) training for each Program subscribed to by Licensee will be available to Licensee over the internet, and (b) customer service will be available from 8:30 am to 4:30 pm Central Standard Time, Monday through Friday, unless such day is a U.S. Federal or State holiday, via means of telephone or over the internet through the use of remote access software.

If PM AM carries out an update or upgrade of the HCM Program or Additional program licensed to Licensee hereunder, it will be provided to Licensee free of charge. No guarantee is made that updates or upgrades will be available. If Licensee requests a modification to the HCM Program or any Additional Program licensed to Licensee hereunder, PM AM will, in its sole discretion, provide Licensee a fee estimate and time estimate for providing the modification to such Program if applicable. At PM AM’s election, the Program modification shall be available to all of PM AM’s customers.

**10. RESTRICTIONS ON USE AND ACCESS TO HCM WEBSITE:** Licensee shall have sole responsibility and liability for Licensee Data. Licensee shall not access or use, and Licensee will cause its Permitted Users to not access or use, the HCM Program or HCM Platform for any purpose or purposes beyond the scope of the license granted to Licensee in this Agreement. Licensee shall not submit, or permit any of its Permitted Users for any Program licensed to Licensee hereunder to submit, to the HCM Website any Licensee Data or other documents or information that are: illegal, false, defamatory, or otherwise in violation of applicable federal or state law. Except as expressly provided in the Agreement, Licensee and its applicable Permitted Users may not at any time, directly or indirectly, (i) sublicense, sell, resell, rent, lease, loan, transfer, assign, distribute, publish, or otherwise commercially exploit the Software, the HCM Program or any Additional Program licensed to Licensee hereunder by making it available to any third party not acting as an agent, contractor, consultant or service provider of Licensee or use the Software to provide a hosted service to any third party in competition with PM AM; (ii) decompile, disassemble, attempt to discover the source code or reverse engineer any portion of the Software that PM AM does not provide in source code form, or permit any third parties to do so; (iii) copy, modify, or create derivative works of the HCM Program or any Additional Program licensed to Licensee hereunder, in whole or in part, (iv) remove any proprietary notices from the Software or the HCM Program or any Additional Program licensed to Licensee hereunder, (v) use the Software, the HCM Program or any Additional Program licensed to Licensee hereunder for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person including, but not limited to, PM AM, or that violates applicable law, (vi) use the Software to send spam or otherwise duplicative, unsolicited or fraudulent messages in violation of applicable laws; (vii) use the Software to send or store infringing, obscene, threatening, libelous, or otherwise

## PM AM Corporation

### Human Capital Management– Master SaaS License Agreement

unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (viii) use the Software to send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (ix) intentionally interfere with or disrupt the integrity or performance of the Software; (x) share product keys or passwords or access to the Software with any person or entity who is not a Licensee employee or contractor, or share any single product key or password between multiple users; or (xi) permit anyone other than an applicable Permit User of a given Program licensed to Licensee hereunder access to any other Additional Program licensed to Licensee hereunder.

**11. SOFTWARE OWNERSHIP:** All software and modules and modifications and all Academy Training Videos are the sole property of PM AM and all rights not expressly granted to Licensee in this Agreement are reserved by PM AM. PM AM is the owner of title, copyright, and other intellectual property. The software and Academy Training Videos are licensed, not sold. The rights of use in this Agreement refer only to the object code and not to the source code. In addition to or supplemental to the restrictions set forth in Section 10 hereof, neither Licensee nor its Permitted Users may reverse engineer, decompile, or otherwise disassemble the software or otherwise attempt to derive any source code related to the HCM Program, any Additional Program, or any other technology used by PM AM to provides the services hereunder to Licensee. The HCM, any Additional Program to which Licensee has subscribed hereunder, or the SaaS services may not be copied or modified in any manner by Licensee, and Licensee shall cause its Permitted Users under such Programs to not copy or modify the HCM, any Additional Program to which Licensee has subscribed hereunder, or the SaaS services in any manner. This Agreement does not grant to Licensee or its Permitted Users any rights to trademarks or service marks of PM AM.

**12. OWNERSHIP OF DATA:** Unless otherwise contested by a third party, Licensee shall retain sole ownership of and sole responsibility for all data of Licensee entered into HCM or any Additional Program to which Licensee has subscribed by Licensee or its Permitted Users during the term of this Agreement. Licensee is responsible for maintaining the security and confidentiality of all usernames and passwords used by Licensee's Permitted Users. Subject to the terms and conditions of this Agreement, Licensee grants PM AM a non-exclusive license to use and exploit the Licensee Data to the extent reasonably necessary to enable PM AM to perform its obligations to Licensee under this Agreement. PM AM will use commercially reasonable efforts to keep Licensee Data protected. Upon request PM AM will provide backups to Licensee for Licensee's storage.

**13. DATA PRIVACY:** Licensee and PM AM both agree to maintain and obligate their employees to maintain the confidentiality of all information not generally known relating to this Agreement HCM, any Additional Program licensed to Licensee, or the data of the other party which becomes accessible through the preparation and performance of this Agreement, and not to disclose such information to a third party. Notwithstanding the preceding, the confidentiality and non-disclosure obligations set forth in this Section do not apply to Licensee Data which (A) is generally available to the public other than as a result of disclosure by PM AM, (B) PM AM can establish was known to PM AM before disclosure by Licensee, (C) is obtained by PM AM after the date hereof from a third party that is lawfully in possession of such information and who is not under any obligation to keep such information confidential, and (D) is required or requested to be disclosed by court order, subpoena, data request or other legal process.

**Notwithstanding the preceding, Licensee acknowledges and agrees that PM AM may collect and use in an anonymized manner, without compensation to Licensee, certain data of**

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Licensee obtained by PM AM through the services provided by PM AM hereunder through the WBI Program, if licensed to Licensee hereunder (but not through either the HCM Program or the T.A.P. Program) that may not be identifiable to Licensee provided, that such data shall be used by PM AM solely for training, educational or research purposes including, but not limited to, the development of additional products, programs or services to be offered by PM M to its customers. PM AM represents and agrees that it will (i) use commercially reasonable efforts to safeguard such data, and (ii) use such data for only training, educational and research purposes, and it will not sell, license or otherwise distribute Licensee's Data to any third party (other than PM AM's employees or contractors for training, educational or research purposes) or incorporate Licensee's Data into any product, program, or service provided by PM AM to its customers.

#### 14. DATA ACCESS:

(a) **Platform Access.** PM AM will use commercially reasonable efforts to provide Licensee with 24/7 access to the Software and, if licensed to Licensee hereunder, the Academy Training Videos, the T.A.P. Program and the WBI Program at a minimum of a 98% Annual Uptime Percentage. PM AM has the right to suspend or disconnect the service wholly or partly if necessary for repair, upgrade, or maintenance. PM AM will perform maintenance on a regular basis, communicate such maintenance on a reasonable basis, and if possible, communicate in advance and perform the maintenance on off-peak periods. If the Annual Uptime Percentage is below 98% for a Service Year, Licensee is eligible to receive a Service Credit equal to two percent (2%) of the Fees (for the Hosted Services) for the month in which the incident of Unavailability in a Service Claim occurred; provided that the aggregate Service Credits that are due to Licensee in any Contract Year shall not exceed ten percent (10%) of the Fees (for the Hosted Services).

(b) **Service Credit Use.** PM AM will apply any Service Credits only against future services that Licensee requests during the next Contract Year. In the event that the next Contract Year is after the Initial Term and Licensee does not renew the Agreement for the Contract Year in which the Service Credit accrues, PM AM shall issue a refund to Licensee in the amount of such Service Credit within thirty (30) days following the final day of, as applicable, the then-in-effect Contract Year. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1.00). Service Credits may not be transferred or applied to any other account.

(c) **Service Credit Terms.** Licensee's sole and exclusive remedies for any Unavailability of the Software or Hosted Services or Academy Training Videos is the receipt of a Service Credit (if eligible) in accordance with the terms of this Agreement. Licensee will promptly, and no more than thirty (30) days after the month in which an incident occurs, report to PM AM any incident of Unavailability that it believes has occurred. To receive a Service Credit, Licensee must submit a Service Claim. Each Service Claim must be received by PM AM within thirty (30) days of the last day of the month in which the reported incident of Unavailability occurred, and PM AM must be able to confirm that the incident of Unavailability occurred. Licensee's failure to submit a Service Claim and other information as required above will disqualify Licensee from receiving the rights granted under this Section 14.

(d) **Licensee Data Copy.** Upon termination of this Agreement or Licensee migrates to any other platform PM AM will, upon written request from Licensee within 30 days after termination of this Agreement or the date Licensee migrates to another platform, whichever is

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applicable, provide a copy of any Licensee Data in PM AM's possession or under its control with respect to the HCM Program or the Academy Training Library Program, but not with respect to the T.A.P. Program or the WBI Program. Thereafter, PM AM shall have no further obligation to retain any Licensee Data.

#### 15. TERMINATION:

(a) **Termination by Licensee.** Licensee may terminate this Agreement at any time without cause by providing PM AM with written notice of termination a minimum of 30 days prior to Licensee's desired termination date and paying PM AM the applicable Cancellation Fee as hereinafter set forth; provided any service fee previously paid pursuant to the provisions of Section 8 hereof shall not be refundable. In the event Licensee elects to terminate this Agreement and all Programs licensed hereunder prior to the expiration of the Initial Term or Extended Term, as applicable, Licensee shall pay PM AM a Cancellation Fee in the amount of 33% of the aggregate amount of the annual fees of the Programs licensed hereunder as set forth in Section 8 hereof. In the event Licensee elects to terminate one or more of the Programs licensed hereunder, but not this Agreement, prior to the expiration of the Initial Term or Extended Term, as applicable, Licensee shall pay PM AM a Cancellation Fee in the amount of 33% of the annual fees of the cancelled Program or Programs as set forth in Section 8 hereof. Such applicable Cancellation Fee shall be paid by Licensee to PM AM within five business days of delivery of the cancellation notice to PM AM. Licensee and PM AM acknowledge and agree that the amount of damages actually incurred by PM AM arising from the early termination of this Agreement or certain licensed Programs by Licensee is uncertain and difficult to ascertain, that the parties have agreed on a liquidated amount, that such agreed amount is reasonable and just compensation and in light of the anticipated or actual damages that will arise from the Licensee's early termination of this Agreement or one or more licensed Programs, the difficulties of the proof of loss, and the inconvenience or nonfeasibility of otherwise obtaining an adequate remedy and that the applicable Cancellation Fee constitutes reasonable liquidated damages and is not a penalty.

(b) **Termination by PM AM.** If Licensee fails to make timely payments or breaches any other of its obligations hereunder, PM AM may immediately block access to HCM and any Additional Program licensed to Licensee hereunder and upon written notice to Licensee, terminate this Agreement effective immediately. In addition, to the rights and remedies set forth above, PM AM may terminate this Agreement at any time without cause upon written notice of termination to Licensee a minimum of 30 days prior to PM AM's desired termination date.

(c) **Effect of Termination.** Upon the expiration or other termination of this Agreement, the access of Licensee and its Permitted Users to the HCM Program and platform and all shall immediately terminate, subject to the obligation of PM AM to provide a copy of Licensee's Data in PM AM's possession to Licensee in accordance with the provisions of Section 13 hereof. The provisions of Sections 8, 10, 11, 12, 14, 15, 17, 18, 19 and 20 shall survive the expiration or termination of this Agreement.

16. **WARRANTY:** PM AM represents and warrants that it has title and ownership of HCM and the Academy Training Videos and the Additional Programs and has the authority to grant the licenses hereunder.

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**17. DISCLAIMER OF WARRANTY:**

**EXCEPT FOR PM AM'S WARRANTY THAT IT HAS TITLE TO ITS SOFTWARE, THE HCM PROGRAM, AND THE ADDITIONAL PROGRAM OR PROGRAMS LICENSED TO LICENSEE HEREUNDER THE SOFTWARE, THE HCM PROGRAM AND THE ADDITIONAL PROGRAM OR PROGRAMS LICENSED TO LICENSEE HEREUNDER AND THEIR RELATED MATERIAL AND THE ACADEMY TRAINING VIDEOS SUBSCRIBED TO BY LICENSEE HEREUNDER ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, AND PM AM EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE OR THAT THE SOFTWARE, THE HCM PROGRAM OR THE ADDITIONAL PROGRAM OR PROGRAMS SUBSCRIBED TO BY LICENSEE OR THE ACADEMY TRAINING VIDEOS WILL MEET LICENSEE'S REQUIREMENTS. PM AM DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED UNINTERRUPTED, TIMELY, ERROR FREE OR MALWARE FREE. LICENSEE ACKNOWLEDGE THAT PM AM DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATION FACILITIES. PM AM IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.**

**18. INDEMNIFICATION:**

**(a) Indemnification by PM AM. SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS SECTION 18, PM AM WILL DEFEND, INDEMNIFY, AND HOLD LICENSEE AND ITS OFFICERS AND DIRECTORS (OR MANAGERS, IF LICENSEE IS A LIMITED LIABILITY COMPANY OR GENERAL PARTNERS IF LICENSEE IS A PARTNERSHIP)(THE "LICENSEE INDEMNIFIED PARTIES") HARMLESS FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION LIABILITIES, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES (COLLECTIVELY, "LOSSES") BROUGHT AGAINST LICENSEE ALLEGING THAT LICENSEE'S USE OF THE HCM PROGRAM OR ANY OTHER ADDITIONAL PROGRAM IF LICENSED TO LICENSEE HEREUNDER OR THE ACADEMY TRAINING VIDEOS IF LICENSED TO LICENSEE HEREUNDER INFRINGES ON A PATENT, COPYRIGHT, TRADEMARK, OR A TRADE SECRET OWNED BY SUCH THIRD PARTY, THEN WITHIN SIXTY (60) DAYS AFTER BEING NOTIFIED OF THE CLAIM, PM AM SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR LICENSEE THE RIGHT TO CONTINUE USING THE HCM PROGRAM, THE ADDITIONAL PROGRAM OR ACADEMY TRAINING VIDEO, OR (2) REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS THAT DO NOT INFRINGE UPON THE RIGHTS OF THIRD PARTIES.**

**NOTWITHSTANDING THE PRECEDING, PM AM SHALL HAVE NO OBLIGATION TO INDEMNIFY THE LICENSEE INDEMNIFIED PARTIES TO THE EXTENT THAT THE ALLEGED INFRINGEMENT AROSE FROM THE MODIFICATION OF THE HCM PROGRAM OR ANY ADDITIONAL PROGRAM LICENSED TO LICENSEE HEREUNDER, AS APPLICABLE, BY LICENSEE OR A**

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**PERMITTED USER OR RESULTED FROM THE USE OF THE HCM PROGRAM, THE ADDITIONAL PROGRAM OR ACADEMY TRAINING VIDEO FOR OTHER THAN A PERMITTED PURPOSE.**

**(b) Indemnification by Licensee. TO THE EXTENT PERMITTED BY TEXAS LAW AND SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS SECTION 18, LICENSEE WILL DEFEND, INDEMNIFY, AND HOLD PM AM AND ITS OFFICERS, DIRECTORS, SUCCESSORS AND ASSIGNS HARMLESS FROM AND AGAINST ALL LOSSES INCURRED BY PM AM ARISING FROM OR RELATED TO THE BREACH OF THE DUTIES OR OBLIGATIONS OF LICENSEE OR ITS PERMITTED USERS HEREUNDER.**

**(c) Limitation on Liability and Indemnification Obligations. NOTWITHSTANDING ANY OTHER PROVISION HEREIN TO THE CONTRARY, IN NO EVENT WILL PM AM BE RESPONSIBLE TO ANY INDEMNIFIED PARTY FOR ANY (i) INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS, , (ii) LOSS OF GOODWILL OR REPUTATION, (iii) LOSS OF USE , (iv) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY. IN ADDITION, IN ON EVENT WILL ANY INDEMNIFYING PARTY BE RESPONSIBLE TO ANY INDEMNIFIED PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.**

**EXCEPT FOR PM AM'S OBLIGATION TO INDEMNIFY LICENSEE AGAINST A THIRD PARTY CLAIM FOR INFRINGEMENT PURSUANT TO THE PROVISIONS OF SECTION 18 HEREOF, IN NO EVENT WHATSOEVER SHALL PM AM BE LIABLE TO LICENSEE OR ITS SUCCESSORS OR ASSIGNS OR PERMITTED USERS FOR DAMAGES INCLUDING, BUT NOT LIMITED TO MONETARY DAMAGES, ATTRIBUTABLE TO ITS ACTIONS OR INACTIONS, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR SOLE NEGLIGENCE, WITH RESPECT TO (I) THE HCM PROGRAM, (II) ANY ADDITIONAL PROGRAM, (III) THE ACADEMY TRAINING VIDEOS (IF APPLICABLE), OR (IV) ITS SERVICES PROVIDED HEREUNDER, WHETHER FOR INDEMNIFICATION OR OTHERWISE, IN EXCESS OF THE FEES PAID TO PM AM BY LICENSEE UNDER THIS AGREEMENT WITHIN THE LAST TWELVE MONTH PERIOD FROM THE DATE THE CLAIM FOR INDEMNIFICATION ASSERTED AGAINST PM AM AROSE, WITHOUT REGARD TO WHETHER A CLAIM IS BASED ON CONTRACT OR TORT, INCLUDING NEGLIGENCE.**

**(d) Notice and Defense of Indemnification Claim. Within 15 days after receipt by an indemnified party under Section 18(a) or (18(b) of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against an indemnifying party under such Section, give written notice to the indemnifying party of the commencement thereof, but the failure so to notify the indemnifying party shall not relieve it of any liability that it may have to any indemnified party except to the extent the indemnifying party demonstrates that the defense of such action is prejudiced thereby. In case any such action shall be brought against**

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an indemnified party and it shall give written notice to the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it may wish, to assume the defense thereof with counsel reasonably satisfactory to such indemnified party. If the indemnifying party elects to assume the defense of such action, the indemnified party shall have the right to employ separate counsel at its own expense and to participate in the defense thereof. If the indemnifying party elects not to assume (or fails to assume) the defense of such action, the indemnified party shall be entitled to assume the defense of such action with counsel of its own choice, at the expense of the indemnifying party. If the action is asserted against both the indemnifying party and the indemnified party and there is a conflict of interests which renders it inappropriate for the same counsel to represent both the indemnifying party and the indemnified party, the indemnifying party shall be responsible for paying for separate counsel for the indemnified party; provided, however, that if there is more than one indemnified party, the indemnifying party shall not be responsible for paying for more than one separate firm of attorneys to represent the indemnified parties, regardless of the number of indemnified parties. If the indemnifying party elects to assume the defense of such action, (a) no compromise or settlement thereof may be effected by the indemnifying party without the indemnified party's written consent (which shall not be unreasonably withheld) unless the sole relief provided is monetary damages that are paid in full by the indemnifying party and (b) the indemnifying party shall have no liability with respect to any compromise or settlement thereof effected without its written consent (which shall not be unreasonably withheld).

(e) **Exclusive Remedy.** As a material inducement to the parties hereto to enter into this Agreement and perform their respective obligations hereunder, each of the parties hereby agrees and acknowledges that, in relation to any breach, default or nonperformance of any obligation or agreement made or entered into by the parties pursuant to this Agreement, the sole and exclusive relief available to the other party in respect of such breach, default, or noncompliance or any other claim or cause of action relating to or arising under this Agreement shall be to seek indemnification from the other party for Losses pursuant to the provisions of this Agreement, except as otherwise provided in the next sentence. Notwithstanding the foregoing, nothing in this Agreement shall limit the right of a party hereto to seek injunctive relief arising from the breach of the other Party's obligations under any covenant hereunder binding upon such other party.

19. **FORCE MAJEURE:** PM AM is released from its obligations to perform services or provide access to its Programs licensed to Licensee under this Agreement if and to the extent that such failure is due to the occurrence of an act, event or condition which was not reasonably foreseeable and/or the consequences of which cannot reasonably be removed or avoided by PM AM, including, without limitation, (i) national emergency, (ii) acts of God, (iii) strikes or other labor issues, (iv) disruption of electrical service, (v) cable or network damage caused by a third party, (vi) natural disasters, (vii) pandemics, or (viii) governmental restrictions relating to quarantines, shelter in place, closures or restrictions on operations of businesses similar to those imposed under the COVID 19 Pandemic (a "Force Majeure Event"). PM AM's liability arising out of or in connection with a defect or failure in service is limited to the correction of the defect or failure or alternatively, the re-performance of the service.

20. **GENERAL: THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO THE CONFLICT LAWS RULES OR CHOICE OF LAWS RULES THEREOF. VENUE FOR ANY ACTION BROUGHT RELATING TO THIS AGREEMENT OR LICENSEE'S USE OF THE HCM PROGRAM OR ANY ADDITIONAL PROGRAM LICENSED TO LICENSEE**

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**HEREUNDER SHALL BE PROPER ONLY IN THE STATE AND FEDERAL COURTS FOR DALLAS COUNTY, TEXAS, WHICH COURTS ARE THE EXCLUSIVE COURTS OF VENUE AND JURISDICTION.** The headings are convenience only and do not affect the terms or provisions hereof. This Agreement may not be assigned by Licensee. This Agreement contains the entire agreement of the parties and supersedes any prior or contemporaneous agreement or discussion. This Agreement may be amended only by written agreement signed by all parties.

**(Signature Page Follows on Next Page)**

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The parties hereto caused this Agreement to be executed by their duly authorized representatives.

**Licensee**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**PM AM Corporation:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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**EXHIBIT “A”**

**ADDITIONAL PROGRAMS**

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## PM AM Corporation

### Human Capital Management– Master SaaS License Agreement

#### Description of Additional Programs

Following is a description of the Additional Programs offered by PM AM to Licensee. Notwithstanding the description of the Additional Programs in this Exhibit, Licensee shall only receive a License to those Additional Programs subscribed to by Licensee in accordance with the provisions of Section 3 of the foregoing Agreement.

Notwithstanding the description of the Additional programs below, Licensee shall have no rights with respect to such Program and shall not receive a License to use such Program unless Licensee has specifically subscribed to such Program by initialing the applicable line or lines set forth in Section 3 above and paying the applicable fee therefor.

#### **ACADEMY TRAINING LIBRARY PROGRAM**

In the event Licensee selected item 3(a) in the foregoing Agreement, PM AM grants to Licensee, in addition to the license of the HCM Program, the revocable, limited, non-exclusive, non-transferrable, and non-sublicensable right to have its Academy Training Permitted Users (as hereinafter defined) access, view and use only those specific PM AM Training Videos (the “**Academy Training Videos**”) contained in the PM AM standard video library as more fully described or enumerated in the access link provided by PM AM to Licensee (the “**Standard Video Academy**”) and accessible on the HCM Website during the term of this Agreement for the sole purpose of assisting Licensee in teaching and training its personnel on various matters or subjects of interest to its personnel and covered by such training videos, which such purpose is hereinafter referred to as the “**Academy Training Purpose** PM AM may modify or replace videos in its Video Academy from time to time during the term of this Agreement and without prior notice to Licensee and without adjustment of the service fee payable by Licensee to PM AM as set forth in Section 87 hereof.

Notwithstanding the preceding, Licensee may not resell, license or distribute the Academy Training Videos to any third party or use the Academy Training Videos for any purpose other than the Academy Training Permitted Purpose or share login information and passwords relating to the Academy Training Videos with any third party; provided, however, Licensee may permit its personnel and any Licensee Third Party Contractor engaged by Licensee (subject to the prior written consent of PM AM, which consent may be granted or withheld or otherwise restricted in the sole discretion of PM AM) to access the HCM Website to view and use the Academy Training Videos for the Academy Training Permitted Purpose by assigning such users a user identification number and password (collectively, the “**Academy Training Permitted Users**”).

#### **Additional Restriction Applicable to Academy Training Library Program**

In addition to the restrictions set forth in Section 10 of the Agreement, with respect to the Academy Training Videos if licensed to Licensee hereunder, Licensee shall not, and shall ensure that its Academy Training Permitted Users shall not: (i) copy, reproduce, modify, redistribute, sell, broadcast, rent, share, lend, edit or otherwise transfer or use any Academy Training Videos, (ii) distribute the content of any Academy Training Video via peer to peer networks or otherwise to anyone other than a Academy Training Permitted User, (iii) upload the content of any Academy Training Video to a public or private repository, (iv) use or otherwise exploit any Academy

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Training Video for commercial gain, or (v) permit anyone other than a Video Training Permitted User access to any Academy Training Videos.

**Additional Disclaimer With Respect To Academy Training.**

**IF LICENSEE HAS RECEIVED A LICENSE TO USE THE STANDARD VIDEO ACADEMY, LICENSEE ACKNOWLEDGES THAT, ALTHOUGH PM AM REASONABLY BELIEVED THAT AT THE TIME A SPECIFIC ACADEMY TRAINING VIDEO WAS PRODUCED, THE CONTENT THEREOF WAS PREPARED BASED ON AND SATISFIED CERTAIN MINIMUM GUIDELINES FROM THE DEPARTMENT OF JUSTICE AND VARIOUS STATE COMPLIANCE BOARDS, LICENSEE ACKNOWLEDGES THAT SUCH GUIDELINES MAY BE CHANGED OR OTHERWISE MODIFIED FROM TIME TO TIME WITHOUT NOTICE TO PM AM. CONSEQUENTLY, PM AM MAKES NO REPRESENTATION THAT THE CONTENT OF AN ACADEMY TRAINING VIDEO CURRENTLY SATISFIES THE MINIMUM REQUIREMENTS OF THE STATE IN WHICH LICENSEE IS LOCATED. LICENSEE ACKNOWLEDGES THAT IT IS THE SOLE RESPONSIBILITY OF LICENSEE TO OVERSEE THE TRAINING OF ITS PERSONNEL. LICENSEE HAS THE RIGHT TO ACCEPT AND USE THE ACADEMY TRAINING VIDEOS OR TO REJECT SUCH VIDEOS AND EMPLOY OTHER TRAINING METHODS. CONSEQUENTLY, AS A MATERIAL INDUCEMENT TO PM AM TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER, LICENSEE HEREBY IRREVOCABLY RELEASES ANY AND ALL CLAIMS OTHER THAN CLAIMS ARISING FROM COPYRIGHT INFRINGEMENT, THAT LICENSEE MAY HAVE AGAINST PM AM AND ITS OFFICERS, DIRECTORS, SUCCESSORS AND ASSIGNS WITH RESPECT TO THE ACADEMY TRAINING VIDEOS INCLUDING, BUT NOT LIMITED TO, ITS CONTENT (INCLUDING, BUT NOT LIMITED TO, ANY MATTER THAT LICENSEE MAY FIND OFFENSIVE, INDECENT OR OBJECTIONABLE), THE OPINIONS OF THE SUBJECT MATTER EXPERTS SET FORTH THEREIN, OR ITS COMPLIANCE WITH THE GUIDELINES PROMULGATED BY THE DEPARTMENT OF JUSTICE OR APPLICABLE STATE AGENCIES.**

**IN ADDITION, PM AM DOES NOT WARRANT OR REPRESENT THAT USE OF THE ACADEMY TRAINING VIDEOS WILL RESULT IN COMPLIANCE, FULFILLMENT OR CONFORMITY WITH LAWS, RULES, REGULATIONS, REQUIREMENTS OR GUIDELINES OF ANY GOVERNMENTAL AGENCY INCLUDING, BUT NOT LIMITED TO, THE U.S. DEPARTMENT OF JUSTICE OR ANY STATE COMPLIANCE BOARD.**

**THREAT ASSESSMENT AND PLANNING PROGRAM**

The Threat Assessment and Planning Program, (“T.A.P.” or “T.A.P. Program”) is a software application service which PM AM owns and provides via the internet to various businesses, venues and schools who subscribe to such Program. The software is installed at a server at PM AM or at PM AM’s election, at a third party. The service is used via internet or other data connection. In the event Licensee selected item 3(b) in the foregoing Agreement, PM AM grants

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to Licensee and each of its T.A.P. Permitted Users (as hereinafter defined), in addition to the license of the HCM Program, the revocable, limited, non-exclusive, non-transferrable, and non-sublicensable right to access and use the T.A.P. Program and controlled HCM website during the term of this Agreement for the sole purpose of assisting Licensee and the T.A.P. Permitted Users in accomplishing their goals related to the identification, evaluation, and management of potential threats pertaining to potential unfavorable acts against the property, business personnel, employees, visitors or guests of Licensee or its T.A.P. Permitted Users, including identifying risks (as defined by Licensee), assessing threats, developing intervention plans, and assisting in the preparation of reports and the development and implementation of follow-up action to address the issues underlying such threats, which such purpose is hereinafter referred to as the “**T.A.P. Permitted Purpose.**” Licensee may not use the T.A.P. Program for any purpose other than the T.A.P. Permitted Purpose. This license covers and includes all related interfacing modules that may be used in order to interface T.A.P. with existing onsite applications and processes.

Notwithstanding the preceding, Licensee may not resell, license or distribute the T.A.P. Program to any third party or use the T.A.P. Program for any purpose other than the Permitted Purpose or share login information and passwords relating to the T.A.P. Program with any third party; provided, however, Licensee may permit its authorized constituent departments, schools or similar educational facilities and their authorized personnel and any Licensee Third Party Contractor engaged by Licensee (subject to the prior written consent of PM AM, which consent may be granted or withheld or otherwise restricted in the sole discretion of PM AM) to access the PM AM Website to use the T.A.P. Program for the Permitted Purpose by assigning such constituents and users a username and password (collectively, the “**T.A.P. Permitted Users**”).

From time to time during the term of this Agreement, PM AM may adopt and update rules pertaining to the use of the T.A.P. Program, and PM AM Website. Licensee shall be bound by and observe, and Licensee shall cause its T.A.P. Permitted Users to observe, such updated rules in using the T.A.P. Program after receipt of a copy of such rules or after such updated rules are posted on the PM AM Website.

#### **Additional Disclaimer With Respect to T.A.P. Program**

**LICENSEE UNDERSTANDS THAT THE SOFTWARE AND T.A.P. PROGRAM ARE ONLY TOOLS TO BE USED BY LICENSEE AND ITS USERS TO ASSIST THEM IN IDENTIFYING POTENTIAL THREATS OR VIOLENT ACTS BY OTHERS RELATING TO SCHOOL SAFETY AND THAT THE SUCCESS OF THE T.A.P. PROGRAM DEPENDS UPON THE INFORMATION INPUTED INTO THE T.A.P. PROGRAM BY LICENSEE AND ITS PERMITTED USERS AND THEIR TIMELY AND PROPER EVALUATION OF SUCH INFORMATION AND PROMPT ACTION THEREON. CONSEQUENTLY, PM AM DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE APPROPRIATENESS OF THE USE, OUTPUT, OR RESULTS OF THE USE OF THE SOFTWARE OR THE T.A.P. PROGRAM IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, OR ABILITY TO PREDICT AN INCIDENCE OF INJURY OR LOSS RELATING TO THE PERSON OR PROPERTY OF LICENSEE, ITS USERS, ITS STUDENTS OR THE OCCUPANTS OF BUILDINGS OWNED OR LEASED BY LICENSEE OR ITS PERMITTED USERS. IF LICENSEE RELIES ON THE RESULTS OF THE SOFTWARE OR THE T.A.P. PROGRAM, IT DOES SO AT ITS OWN RISK AND LICENSEE ASSUMES THE RESPONSIBILITY FOR THE RESULTS.**

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**WORKFORCE BEHAVIORAL INTERVENTION PROGRAM.**

In the event Licensee selected item 3(c) in the foregoing Agreement, PM AM grants to Licensee, in addition to the license of the HCM Program, the revocable, limited, non-exclusive, non-transferable and non-sublicensable right to access and use the Workforce Behavioral Intervention Program (“WBI”). WBI allows for Licensee and its WBI Permitted Users (as hereinafter defined) to utilize behavioral science based questions, at their own risk, designed by a third party to highlight behavioral red flags that may negatively impact performance, conduct, attendance and safety in an organization in order to assist such organization in implementing proactive steps to reduce risk and help increase employee performance (the “WBI Permitted Purpose”). Licensee agrees and fully understands that any use of the WBI is at Licensee’s sole risk. The information presented on or through WBI is made available solely for general information purposes. PM AM does not warrant the accuracy, completeness, or usefulness of any WBI information. **PM AM disclaims all liability and responsibility arising from any reliance placed on such WBI materials by Licensee or by anyone who may be informed of any of the WBI content.**

Notwithstanding the preceding, Licensee may not resell, license or distribute the WBI Program to any third party or use the WBI Program for any purpose other than the WBI Permitted Purpose or share login information and passwords relating to the WBI Permitted Purpose with any third party; provided, however, Licensee may permit its personnel and any Licensee Third Party Contractor engaged by Licensee to access the HCM Website to view and use the WBI Program for the WBI Permitted Purpose by assigning such users a user identification number and password (collectively, the “WBI Permitted Users”).

**Additional Disclaimer With Respect to WBI Program**

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Human Capital Management– Master SaaS License Agreement

**OR ITEMS OBTAINED THROUGH THE WBI WILL BE ACCURATE, RELIABLE, OR ERROR-FREE.**

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TO: Mayor and City Council  
FROM: Chris Ryan, Director of Public Works  
DATE: October 7, 2024  
ITEM: 26  
DESCRIPTION: Discuss and consider a Resolution authorizing Anderson Asphalt & Concrete Paving to provide asphalt road repair work on Malloy Bridge Road for compensation in an amount not to exceed ninety-nine thousand and four hundred dollars and zero cents (\$99,400.00); authorizing the City Manager to execute any and all necessary documents.

---

### **INTRODUCTION**

The purpose of this item is to approve an asphalt level up on 940feet of Malloy Bridge Road .

### **BACKGROUND**

On or about May 15, 2023 the City of Seagoville and the City of Forney entered into a Master Interlocal Purchasing Agreement. the City of Forney, Texas and , Anderson Asphalt & Concrete Paving have previously entered into an agreement for , Anderson Asphalt & Concrete Paving, a copy of which is attached hereto and incorporated herein as Exhibit "B," to provide concrete repairs, which agreement provides that other government entities may participate in the agreement under all terms, conditions, specifications, and pricing as set forth in that agreement. Pursuant to said Contract, Anderson Asphalt & Concrete Paving submitted an estimate in the amount of \$99,400 for provision of asphalt road work on Malloy Bridge Road, including the provision of all necessary labor, equipment, and materials, a copy of which is attached as Exhibit C.

### **FINANCIAL IMPACT**

FY2024-25 Street budget.

### **RECOMMENDATION**

Staff recommends approval.

### **ATTACHMENTS**

1. Resolution

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS  
RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS AUTHORIZING ANDERSON ASPHALT & CONCRETE PAVING TO PROVIDE ASPHALT ROAD REPAIR WORK ON MALLOY BRIDGE ROAD FOR COMPENSATION IN AN AMOUNT NOT TO NINETY NINE THOUSAND AND FOUR HUNDRED DOLLARS AND ZERO CENTS (\$99,400.00); AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS** the City of Seagoville and the City of Forney entered into a Master Interlocal Purchasing Agreement approved by the City Council of the City of Seagoville on May 15, 2023, under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code, under which the City of Forney acted as purchasing agent for the purchase of various goods and services through the competitive bidding process; and

**WHEREAS**, the City of Forney, Texas and , Anderson Asphalt & Concrete Paving have previously entered into an agreement for road repairs to provide concrete repairs, which agreement provides that other government entities may participate in the agreement under all terms, conditions, specifications, and pricing as set forth in that agreement; and

**WHEREAS**, pursuant to said Contract, Anderson Asphalt & Concrete Paving submitted an estimate in the amount of \$99,400.00 for provision of asphalt road repair work on Malloy Bridge Road, including the provision of all necessary labor, equipment, and materials, a copy of which is attached as Exhibit A; and

**WHEREAS**, the City Council for the City of Seagoville, Texas has reviewed the estimate and has determined it to be in the best interest of the City to approve said estimate and to authorize the City Manager to execute all related and necessary documents;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS:**

**SECTION 1.** The City Council hereby approves the proposal attached hereto and incorporated herein by this reference as Exhibit “A” and authorizes Anderson Asphalt & Concrete Paving to provide asphalt road repair work in accordance with said proposal on Malloy Bridge Road, to include provision of all necessary labor, equipment, and materials, for compensation in an amount not to exceed Ninety Nine Thousand and Four Hundred Dollars and Zero cents (\$99,400.00) and further authorizes the City Manager execute all necessary related documents.

**SECTION 2.** This resolution shall take effect immediately from and after its passage and it is accordingly resolved.

**DULY ORDERED** by the City Council of the City of Seagoville, Texas, this the 7<sup>th</sup> day of October, 2024.

**APPROVED:**

\_\_\_\_\_  
Lackey Stepper Sebastian, Mayor

**ATTEST:**

\_\_\_\_\_  
Sara Egan, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Chris Metcalf, Asst. City Attorney





TO: Mayor and City Council  
FROM: Chris Ryan, Director of Public Works  
DATE: October 7, 2024  
ITEM: 27  
DESCRIPTION: Discuss and consider a Resolution approving an agreement for professional engineering services with Garver, LLC for the purpose of providing engineering services for the Seagoville Plaza Sanitary Sewer Extension, in an amount not to exceed seventy-one thousand seven hundred seventy-eight dollars and fifty cents (\$71,778.50); authorizing the City Manager to execute said agreement.

---

### **INTRODUCTION**

The purpose of this item is to provide the Public Works Department with Professional Engineering Services for the Seagoville Plaza Sanitary Sewer Extension.

### **BACKGROUND**

The City of Seagoville has contracted with Garver, LLC, for the Seagoville Plaza Sanitary Sewer Extension. This a project to extend sanitary sewer services approximately 500 feet with 8" sewer line. The new 8-inch diameter sewer line will help provide additional service to Malloy Bridge Road for future development. Garver has provided a proposal for engineering services to design the Seagoville Plaza Sanitary Sewer Extension.

### **FINANCIAL IMPACT**

Water and Sewer reserves.

### **RECOMMENDATION**

Public Works recommends approval.

### **ATTACHMENTS**

1. Resolution
2. Agreement

**THE CITY OF SEAGOVILLE, TEXAS**

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ("AGREEMENT") WITH GARVER, LLC FOR THE PURPOSE OF PROVIDING ENGINEERING SERVICES FOR THE SEAGOVILLE PLAZA SANITARY SEWER EXTENSION; IN AN AMOUNT NOT TO EXCEED SEVENTY ONE THOUSAND SEVEN HUNDRED SEVENY EIGHT DOLLARS AND FIFTY CENTS (\$71,778.50); AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council for the City of Seagoville, Texas desires to enter into an Agreement for the purpose of providing engineering services to design the Seagoville Plaza Sanitary Sewer Extension; and,

**WHEREAS**, Garver, LLC. has provided a proposal for the purpose of providing engineering services to design the Seagoville Plaza Sanitary Sewer Extension in the amount of \$71,778.50; and,

**WHEREAS**, the City Council for the City of Seagoville, Texas has reviewed the Contract and has determined it to be in the best interest of the City of Seagoville to enter into said agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS:**

**SECTION 1.** The agreement attached hereto as Exhibit A, with Garver, LLC., for engineering services related to the design of the Seagoville Plaza Sanitary Sewer Extension, in an amount not to exceed \$71,778.50 is approved, and the City Manager is authorized to execute the same on behalf of the City.

**SECTION 2.** That any prior Resolutions of the City Council of the City of Seagoville, Texas, in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

**SECTION 3.** That if any article, paragraph, subdivision, clause or provision of this Resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgement or holding shall not affect the validity of this Resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

**SECTION 4.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Seagoville, Texas, and it is accordingly resolved.

**DULY PASSED** by the City Council of the City of Seagoville, Texas, on the 7<sup>th</sup> day of October , 2024.

APPROVED:

\_\_\_\_\_  
Lackey Stepper Sebastian, Mayor

ATTEST:

\_\_\_\_\_  
Sara Egan, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Victoria Thomas, City Attorney



**WORK ORDER NO. 19**  
**City of Seagoville**  
**Seagoville Plaza SSWR Extension**  
**Project No. 2402042**

This WORK ORDER (“Work Order”) is made by and between the **City of Seagoville** (hereinafter referred to as “**Owner**”) and **Garver, LLC**, (hereinafter referred to as “**Garver**”) in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on March 24, 2021 (the “Agreement”).

Under this Work Order, the Owner intends to make the following improvements for **Seagoville Plaza SSWR Extension**.

The OWNER intends to utilize GARVER on a lump sum basis for the survey, design, and bidding services, and an hourly not to exceed basis for construction support services of the extension of approximately 500 LF of 8-inch sanitary sewer line. The new sewer line will run across E. Malloy Bridge Road to connect to the existing sanitary sewer main in the Seagoville Corners III Addition subdivision. The new sewer line will be installed by both open cut and by “other than open cut” methods as designated by Garver.

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

**SECTION 1 - SCOPE OF SERVICES**

A. Garver shall provide the following Services:



## **Basic Services**

### **1. General Items and Design Management**

- 1.1. Kick-off Meeting – Attendance at preliminary kickoff meeting with Owner staff and project stakeholders and monthly status reports as necessary to maintain project schedule.
- 1.2. Research and Data Collection – Research existing construction records and record drawings, existing easement information, and other information available for the project area. Owner will provide all available existing record drawings, available GIS utilities for the area and available City Easements.
- 1.3. 90% Design Review Meeting – Conduct one (1) 1-hour workshop with the Owner to present and review the 90% design deliverable, discuss review comments, and confirm design path forward. Meeting minutes will be prepared and distributed by GARVER.
- 1.4. Site Visit – Perform one (1) site visit to confirm location and site conditions for the planned improvements.
- 1.5. Team Management and Document Control – Manage all efforts of the project team, individual team members, and sub-consultants and maintain appropriate records and documentation of project decisions, modifications, activities, communication, correspondence, and schedules.
- 1.6. Submit 90-percent complete documents to TCEQ for regulatory compliance review and comments.

### **2. Preliminary Design – 90%**

- 2.1. 90% Plans – Prepare alignment plan and profile drawings (1":20'). These plans will be to a 90% level and will include the proposed pipeline, property ownership, trenchless construction identified (if any), and spacing to existing infrastructure and associated profiles. Any traffic control included will only consist of typical details. Does not include specific traffic control.
- 2.2. The following is the estimated sheet list:
  1. Cover sheet (Assume 1 sheet)
  2. General notes, legend, abbreviations (Assume 2 sheets)
  3. Project control sheet (Assume 1 sheet)
  4. Key map (Assume 1 sheet)
  5. Plan and Profile sheets (Assume 2 sheets)
  6. Civil detail sheets (Assume 3 sheets)

Estimated total number of sheets: 10

- 2.3. 90% Front End Documents and Specifications – Prepare preliminary front end documents and any special technical specifications. GARVER standard front end documents and NCTCOG technical specifications will be utilized unless otherwise noted. Check availability of materials specified by the contract documents to ensure they are available as specified without unreasonable cost or delays to the project.



- 2.4. 90% OPCC – Prepare an estimate of construction quantities and develop an AACE Class 1 preliminary opinion of probable construction cost (OPCC).

**Deliverables**

The following will be submitted to the City:

- Digital copy in PDF format of the Preliminary Design (90%) plans
- Digital copy in PDF format of the Preliminary Design (90%) specifications
- AACE Class II OPCC

3. **Final Design –100%**

- 3.1. 100% Plans – Following approval of the preliminary design plans, GARVER will prepare final design plans (100%) for all sheets.
- 3.2. 100% Front End Documents and Specifications – Following approval of the draft final front end documents and any necessary special specifications, GARVER will prepare final front end documents and design specifications (100%). These will include all special technical specifications and the front-end documents including proposal forms, notice to bidders, bid forms, and bond forms. NCTCOG specifications will be utilized unless otherwise noted.
- 3.3. 100% OPCC – Prepare an estimate of construction quantities and develop an AACE Class 1 opinion of probable construction cost (OPCC).
- 3.4. 100% Comment Incorporation – Incorporate comments received on the 100% submittal and prepare bid ready documents.

**Deliverables**

The following will be submitted to the City:

- Two (2 half-size (11"x17") copies and a digital copy in PDF format of the Final Design (100%) plans (ready for bid)
- One (8.5"x11") copies and a digital copy in PDF format of the Final Design (100%) specifications (ready for bid)
- AACE Class I OPCC

4. **Bidding Services**

The bidding period for bidders is anticipated to extend for a 30-day duration. The City will post advertisement for bids and coordinate publishing. During the bidding phase of the project, GARVER will:

- 4.1. Prepare posting of advertisement to CivCast.
- 4.2. Support the Contract Documents by answering technical questions.
- 4.3. Prepare agenda and facilitate one (1) pre-bid meeting.
- 4.4. Prepare a pre-bid meeting memorandum. Following City authorization, send pre-bid meeting summary with attendance record to the City for posting.
- 4.5. Attend the bid opening, prepare bid tabulation, evaluate bids and recommend award.



## 5. Construction Phase Services

During the construction phase of work, GARVER will accomplish the following, as needed, for one construction contract:

- 5.1. Preparation of 3 sets of conformed plans for construction (3- half size 11" x 17") with modifications to include all addenda issued during bidding. The Garver shall also supply the Owner with one digital copy of the conforming plans and specifications (with addendums as necessary) in .pdf, Microsoft Word (.docx) and AutoCAD (.dwg) format.
- 5.2. Attend one (1) preconstruction meeting. Owner will prepare the meeting agenda and prepare and distribute the meeting minutes. Assume meetings held in-person at the Owner's office.
- 5.3. Conduct up to one (1) site visit to the construction site to consult with the Owner and contractor concerning and resolving field issues.
- 5.4. Evaluate and respond up to eight (8) construction material submittals and shop drawings. Each submittal and shop drawing review includes the original submittal and shop drawing review and an assumption of one (1) resubmittal review. Additional submittal and shop drawing reviews will be considered Extra Work. Corrections or comments made by GARVER on the shop drawings during this review will not relieve the Contractor from compliance with requirements of the Contract Documents. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. GARVER's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, GARVER shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
- 5.5. Issue up to two (2) instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents. If GARVER is requested to respond to additional RFIs, it will be considered Extra Work.
- 5.6. Provide documentation and assist the Owner in processing of up to one (1) change orders, including applications for extension of construction time. Evaluate the cost and scheduling proposed by the contractor and support the Owner in negotiation with the Contractor.
- 5.7. Participate in final project walkthrough, prepare punch list, review final project closing documents, and review and sign final pay request.
- 5.8. Preparation of two record drawings based on information provided by the contractor and Owner inspector as follows:
  - 5.8.1. Prepare and furnish record drawings based on Contractor as-built redlines. Submit digital file in PDF and AutoCAD formats, of the record drawings to the City.

In performing construction services, GARVER will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but GARVER cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety



measures that the Contractor(s) takes or should take. However, if at any time during construction GARVER observes that the Contractor's work does not comply with the construction contract documents, GARVER will notify the Contractor of such non-compliance and instruct the Contractor to correct the deficiency. GARVER will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, GARVER will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

### ***Additional Services***

#### **A. Surveys**

1. Establish control points using Global Positioning System (GPS) methodology. Horizontal values will be based on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone (4202) and scaled to surface coordinates. The vertical values will be based on the North American Vertical Datum of 1988 (NAVD 88) using Geoid (12B).
2. Research current property owners and obtain copies of subdivision plats, ownership deeds, and easements within the project area.
3. Locate existing property corners and right-of-way corners to establish property lines and street rights- of-way.
4. Topographic survey of the design area, from west of E. Malloy Bridge Road and across the access drive between Chick-fil-A and Golden Chick to end at the entrance to Tractor Supply. This survey will include pavement edges, curb and gutter, buildings, driveways, culverts, fences and gates, signs, mailboxes, trees 6 inches and greater, tops and toes of slopes, spot elevations, surface locations of utilities and flowline elevations of sanitary and storm sewer manholes where accessible, and other surface features within the right-of-way.
5. Provide a digital design survey drawing in Civil3D format showing visible surface features located, an ASCII point file, and a copy of field notes and field sketches.
6. Provide up to one (1) day of additional field work to survey the locations of items as identified by the GARVER.

#### **B. Easement Document Preparation**

1. Prepare up to 2 exhibit with legal descriptions for easements at a unit rate of \$2,000.00 per easement. Easement documents will be signed and sealed by a Registered Professional Land Surveyor.

#### **C. Subsurface Utility Engineering**

1. Subsurface Utility Engineering that involves level "B" identification of a utility. Utilities to be designated will include gas, telecommunications, electric, traffic signals, storm, water, and sanitary sewer. This information will be provided in a utility file, in AutoCAD format, depicting the type and horizontal location of the designated utilities. The size of each utility will be presented in the utility file if this information is indicated on available record drawings.
2. Subsurface Utility Engineering that involves level "A" identification of a utility will be paid per each utility location identified. Up to three (3) level "A" test holes are included. Test hole locations will be determined once the QL "B" SUE deliverable has been reviewed. If test holes are designated and QL "A" SUE is performed, a summary sheet of all test hole coordinate data and depth information will be provided as part of the deliverable.
3. Supplemental tasks as needed for Subsurface Utility Engineering collection. This task includes record collection, surveying verification, traffic control, and/or pavement coring.



D. Geotechnical Investigation

1. Field Exploration

- a. Field locate borings by handheld GPS unit. Elevations will be interpolated from civil drawings or referenced from published topographic maps.
- b. Mobilize a truck mounted drilling rig to the site.
- c. Perform 2 borings at a depth of 10 to 15-ft below existing grade.
- d. Obtain representative soil samples by means of the split-barrel and Shelby tube sampling procedures in accordance with ASTM Specifications D-1586 and D-1587, respectively.
- e. Measure the depth of groundwater at each boring at the time of drilling.

2. Laboratory Testing

- a. Laboratory testing of representative soil samples will be performed to determine physical and engineering properties of the soil. The laboratory testing will include the following: Moisture Content, Atterberg limits, Passing No. 200 sieve, Unconfined compressive strength, and Corrosion suite.

3. Engineering Report

- a. Upon completion of the field exploration, lab testing, and engineering analyses, a written engineering report will be prepared and include:
  - A review of published soils mapping and/or geologic information.
  - Observations from the site reconnaissance and personnel on the drill rig, including current site conditions, surface drainage features, and surface topographic conditions, and/or available satellite imagery.
  - A description of the field exploration and lab tests performed.
  - Final logs of the soil borings in accordance with industry standard practices for geotechnical engineering. A Boring Location Plan will be included.
  - The results of the lab tests will be plotted on the final exploration logs and/or included on separate test report pages.
  - Discussion of the subsurface materials encountered along with groundwater conditions observed. Subsurface cross sections/profiles will be included that graphically represent the subsurface conditions.
  - Geotechnical design parameters and recommendations for the sewerline, per City of Seagoville standards. This will also include excavation, pipe bedding, modulus of soil reaction, coefficient of skin friction between the bedding material and the pipe, and backfill material, and lateral earth pressure for the proposed pipeline.
  - Discussion of earthwork construction considerations for compaction, reuse of soils, groundwater, expansive soils, drainage, or other considerations.
  - General discussion of corrosivity of soils at the site with respect to deleterious effects on concrete structures and metallic piping.

E. In addition to those obligations set forth in the Agreement, Owner shall:

1. Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.
2. Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.
3. Obtain the necessary lands, easements, and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be



borne by the Owner outside of this Agreement, except as otherwise described in the Services under Section 1.1.

4. Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.
5. Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.
6. Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.

### ***Extra Work***

City and ENGINEER agree that the following services are beyond the Scope of Services described in the tasks above. However, Garver can provide these services, if needed, upon the City's written request. Any additional amounts paid to the Garver as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

The following services are not included as part of the basic services and will be performed at the request of the Owner and with additional compensation as agreed upon by the Owner and Garver:

1. Submitting permits for TxDOT
2. Preparing detailed traffic control plans
3. Environmental Information Document
4. Public outreach
5. Facility condition assessments
6. Emergency response planning
7. Hazard mitigation planning
8. Sound attenuation
9. Funding assistance
10. Evaluation of condition or structural integrity of existing facilities
11. Startup assistance
12. Operations support services
13. Warranty assistance services
14. Coatings analysis
15. Operational audit/optimization
16. Environmental handling and documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items
17. Stormwater permitting
18. Modeling of the water system
19. Redesign or substantial engineering or surveying. Any change order negotiation or coordination by Garver will be considered Extra Work.
20. Construction observation services not explicitly stated in Task 5 – Construction Phase Services.



**SECTION 2 – PAYMENT**

For the Services set forth above, Owner will pay Garver as follows:

The table below presents a summary of the fee amounts and fee types for this Work Order.

WORK DESCRIPTION – BASIC SERVICES	FEE AMOUNT	FEE TYPE
General Items and Design Management	\$2,558.00	LUMP SUM
Preliminary Design – 90%	\$16,766.00	LUMP SUM
Final Design – 100%	\$6,546.00	LUMP SUM
Bidding Services	\$3,577.00	LUMP SUM
Construction Phase Services	\$6,189.00	LUMP SUM
<b>TOTAL BASIC SERVICES</b>	<b>\$35,636.00</b>	<b>VARIED</b>

WORK DESCRIPTION – ADDITIONAL SERVICES	FEE AMOUNT	FEE TYPE
Surveying Services	\$10,005.00	LUMP SUM
QL “B” SUE	\$5,692.50	NOT TO EXCEED
QL “A” SUE	\$5,002.50	NOT TO EXCEED
Easement Document Preparation	\$4,000.00	LUMP SUM
Geotechnical Investigation	\$11,442.50	LUMP SUM
<b>TOTAL ADDITIONAL SERVICES</b>	<b>\$36,142.50</b>	<b>VARIED</b>

<b>TOTAL FEE</b>	<b>\$71,778.50</b>	<b>VARIED</b>
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The amount to be paid under this Work Order is **\$71,778.50**. For informational purposes, Garver’s current hourly rates for each employee classification is provided herein.

**SECTION 3 – APPENDICES**

- 3.1 The following Appendices are attached to and made a part of this Work Order:
  - 3.1.1 Appendix A – Master Services Agreement
  - 3.1.2 Appendix B – Garver Rate Schedule

This Work Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



The effective date of this Work Order shall be the last date written below.

CITY OF SEAGOVILLE

GARVER, LLC

By: \_\_\_\_\_  
*Signature*

By: Lance Klement  
*Signature*

Name: \_\_\_\_\_  
*Printed Name*

Name: Lance Klement  
*Printed Name*

Title: \_\_\_\_\_

Title: North Texas Water Team Leader

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

Date: 10/1/2024



**APPENDIX A  
(MASTER SERVICES AGREEMENT)**



**APPENDIX B  
(GARVER RATE SCHEDULE)**



**Exhibit B**  
**City of Seagoville**  
**Plaza SSWR Extension**  
**Garver Hourly Rate Schedule: July 2024 - June 2025**

<b>Classification</b>	<b>Rates</b>
<hr/> <hr/>	
<b>Engineers / Architects</b>	
E-1	\$ 154.00
E-2	\$ 179.00
E-3	\$ 205.00
E-4	\$ 223.00
E-5	\$ 257.00
<hr/> <hr/>	
<b>Designers</b>	
D-1	\$ 123.00
D-2	\$ 140.00
<hr/> <hr/>	
<b>Technicians</b>	
T-1	\$ 99.00
T-2	\$ 119.00
<hr/> <hr/>	
<b>Management / Administration</b>	
AM-1	\$ 78.00
AM-2	\$ 100.00

Agreement for Professional Services  
Plaza Sswr Extension

Garver Project No. 2402042



TO: Mayor and City Council  
FROM: Sara Egan, City Secretary  
DATE: October 7, 2024  
ITEM: 28  
DESCRIPTION: Discuss and consider a Resolution approving the purchase of software solutions on a subscription basis between the City of Seagoville and Granicus, LLC.

---

### **INTRODUCTION**

Consider the Granicus software subscription package.

### **BACKGROUND**

During the budget process for FY 2025, City Council approved funds to be set aside for the acquisition of software solutions for functions under the City Secretary's Office such as the management of meeting agendas and recording, board appointments, and requests for records.

### **ESTIMATED FINANCIAL IMPACT**

Initial Integration Cost \$10,721.89

Annual Subscription \$44,673.82

Cooperative Purchasing through TIPS 220105

### **RECOMMENDATION**

Staff recommends approval.

### **ATTACHMENTS**

1. Resolution
2. Pricing Summary

**THE CITY OF SEAGOVILLE, TEXAS**

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS APPROVING AN AGREEMENT WITH GRANICUS, LLC, A MINNESOTA LIMITED LIABILITY COMPANY FOR SOFTWARE AND SUBSCRIPTION SERVICES IN AN AMOUNT NOT TO EXCEED \$10,721.89 FOR ONE-TIME FEES AND \$45,682.50 FOR ANNUAL SUBSCRIPTION FEES; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY AND RELATED DOCUMENTS; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Seagoville, Texas desires to enter into an Agreement with Granicus, LLC, a Minnesota limited liability company, for provision of software and subscription services for various city operations; and

**WHEREAS**, pricing by Granicus is made available without the necessity of competitive bidding by the City through The Interlocal Purchasing System (“TIPS”) Contract No. 220105; and

**WHEREAS**, the City Council for the City of Seagoville, Texas has reviewed the Agreement and has determined it to be in the best interest of the City of Seagoville to enter into said Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS:**

**SECTION 1.** The Agreement attached hereto and incorporated herein by this reference as Exhibit A, with Granicus, LLC is approved, and the City Manager is authorized to execute the same in substantially the form of Exhibit “A” and all other necessary and related documents on behalf of the City of Seagoville, Texas.

**SECTION 2.** Any prior Resolutions of the City Council of the City of Seagoville, Texas, in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

**SECTION 3.** If any article, paragraph, subdivision, clause or provision of this Resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgement or holding shall not affect the validity of this Resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

**SECTION 4.** This resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Seagoville, Texas, and it is accordingly resolved.

**DULY PASSED** by the City Council of the City of Seagoville, Texas, on the \_\_\_\_ day of October 2024.

**APPROVED:**

\_\_\_\_\_  
Lackey Stepper Sebastian, Mayor

**ATTEST:**

\_\_\_\_\_  
Sara Egan, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Christopher Metcalf, Asst. City Attorney

**EXHIBIT “A”**  
[Agreement with Granicus, LLC]

4886-1733-9627, v. 1

## Procurement Vehicle: TIPS 220105 In Support of: Seagoville, TX

### ORDER DETAILS

**Prepared By:** Natascha Halley  
**Phone:**  
**Email:** [natascha.halley@granicus.com](mailto:natascha.halley@granicus.com)  
**Order #:** Q-312435  
**Prepared On:** 26 Sep 2024  
**Expires On:** 31 Oct 2024

### ORDER TERMS

**Currency:** USD  
**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)  
**Period of Performance:** The term of the Agreement will commence on the date this document is signed and will continue for 12 months.

## PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

<b>One-Time Fees</b>			
<b>Solution</b>	<b>Billing Frequency</b>	<b>Quantity/Unit</b>	<b>One-Time Fee</b>
Boards and Commissions - Setup & Configuration	Up Front	1 Each	\$2,137.50
Boards and Commissions Online Group Training	Upon Delivery	1 Hours	\$0.00
Open Platform - Setup and Configuration	Up Front	4 Each	\$760.00
EASET™ H Streaming Appliance	Upon Delivery	1 Each	\$6,535.43
EASET™ or CaptionPrime Setup and Deployment	Upon Delivery	1 Each	\$1,288.96
Essentials Package 4 Setup and Configuration	Up Front	1 Each	\$0.00
GovQA - Online Training	Up Front	1 Each	\$0.00
Online Training – Users	Up Front	1 Each	\$0.00
Peak - Setup & Configuration	Up Front	1 Each	\$0.00
Peak Online Group Training	Upon Delivery	6 Hours	\$0.00
Payment Setup and Configuration	Up Front	1 Each	\$0.00
Additional Storage Setup and Configuration	Up Front	1 Each	\$0.00
Invoicing Setup and Configuration	Up Front	1 Each	\$0.00
Public Records Platform Setup and Configuration	Up Front	1 Each	\$0.00
Redaction Setup and Configuration	Up Front	5 Each	\$0.00
ADFS Setup and Configuration	Up Front	1 Each	\$0.00
Advanced Email Tracking Setup and Configuration	Up Front	1 Each	\$0.00
Open Platform - Setup and Configuration	Up Front	1 Each	\$0.00
Send Agenda (Peak) Set up and Config	Up Front	4 Each	\$0.00
govDelivery for Integrations Set Up and Config	Up Front	1 Each	\$0.00
Government Experience Cloud (OPTIMIZE) – Training	Up Front	1 Each	\$0.00
Essential CX Services - Set-up, Config, and Training	Milestones - 40/30/30	1 Each	\$0.00
<b>SUBTOTAL:</b>			<b>\$10,721.89</b>

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Boards and Commissions	Annual	1 Each	\$3,834.66
Open Platform Suite	Annual	1 Each	\$0.00
EASE™ 50	Annual	1 Each	\$13,767.01
Essentials Package 4	Annual	1 Each	\$16,150.00
Peak Agenda Management	Annual	1 Each	\$7,122.15
Payments Module	Annual	1 Each	\$0.00
Hosted Data Storage (TB)	Annual	1 Each	\$0.00
Invoicing Module	Annual	1 Each	\$0.00
FOIA Module Non Enterprise	Annual	1 Each	\$0.00
Redaction License (per named user)	Annual	5 Each	\$0.00
ADFS/Single Sign-on Module	Annual	1 Each	\$0.00
Advanced Email Tracking	Annual	1 Each	\$0.00
Open Platform Suite	Annual	1 Each	\$0.00
Send Agenda (Peak)	Annual	1 Each	\$0.00
govDelivery for Integrations	Annual	1 Each	\$0.00
Government Experience Cloud (OPTIMIZE) <i>(Up to 0 Unique Contacts)</i>	Annual	1 Each	\$0.00
Essential CX Services	Annual	1 Each	\$3,800.00

<b>SUBTOTAL:</b>	<b>\$44,673.82</b>
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- *Once purchased data storage has been exceeded, data storage is billed in increments of 1TB over the purchased data storage amounts herein and will be assessed an additional annual fee of \$1,200.00 and billed in arrears. Storage is reviewed annually and is adjusted at the next annual renewal. Throughout the term of the contract Seagoville, TX is able to contact Granicus for a report on how much storage has been used.*

## PRODUCT DESCRIPTIONS

Solution	Description
Boards and Commissions	<p>Boards and Commissions is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the citizen application and appointment to boards process of the clerk's office. Boards and Commissions includes:</p> <ul style="list-style-type: none"> <li>• Unlimited user accounts</li> <li>• Unlimited boards, commissions, committees, and subcommittees</li> <li>• Unlimited storage of citizen applications</li> <li>• Access to up to one (1) Boards and Commissions site</li> <li>• Access to customizable, embeddable iFrame websites for displaying information to citizens</li> <li>• Access to a customizable online citizen application form including board-specific questions</li> <li>• Customizable forms for board details, appointment details, and internal tracking details</li> <li>• Pre-designed document PDFs for applications, board details and rosters, and vacancy reports</li> <li>• Downloadable spreadsheets for easy reporting</li> </ul> <p><i>Optional custom templates for document or report generation may also be purchased for an additional fee.</i></p>
Open Platform Suite	<p>Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.</p>
Boards and Commissions - Setup & Configuration	<p>Setup and Configuration for Boards and Commissions includes:</p> <ul style="list-style-type: none"> <li>• Configuration of up to one (1) Boards and Commissions site</li> <li>• Up to one (1) data import of historical legacy data from a previous system into Boards and Commissions</li> </ul>
Boards and Commissions Online Group Training	<p>Boards and Commissions - Online Group Training is for Group training of Boards and Commissions, which allows clients to have up to six (6) users participate in online Group sessions with a Granicus trainer and other client users, to learn how to use the system.</p>

Solution	Description
Open Platform - Setup and Configuration	Setup and configuration for Open Platform
EASE™ H Streaming Appliance	Standard streaming encoder with EASE™ software and optional analog distribution: 1U Configuration - SDI, HDMI, DVI, VGA, Component, Composite, S-video Video, Osprey 827e Capture Card, Embedded SDI, AES, SPDIF, HDMI, Balanced (mini XLR), Unbalanced Audio
EASE™ 50	EASE™ 50 Managed Service SaaS: Up To 50 Indexed Meetings per year (EASE™) - Includes Media On- Demand, 24/7 LIVE Stream and up to 120 hours of additional specialty content per year (No staff involvement—Hands Free).
EASE™ or CaptionPrime Setup and Deployment	Standard EASE™ encoder setup and remote deployment
Essentials Package 4	Essentials Package 4
Peak Agenda Management	<p>Peak Agenda Management is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the agenda management and minutes recording process of the clerk's office. Peak Agenda Management allows clerks to streamline the way they compile and produce agendas and record minutes for public meetings and includes:</p> <ul style="list-style-type: none"> <li>• Unlimited user accounts</li> <li>• Unlimited meeting bodies and meeting types</li> <li>• Access to up to one (1) Peak Agenda Management site</li> </ul>
Payments Module	Payments Module
Hosted Data Storage (TB)	Hosted Data Storage (TB)
Invoicing Module	Invoicing Module
FOIA Module Non Enterprise	FOIA Module Non Enterprise

Solution	Description
Redaction License (per named user)	Redaction License (per named user)
GovQA - Online Training	GovQA - Online Training
Online Training – Users	Online Training – Users
ADFS/Single Sign-on Module	ADFS/Single Sign-on Module
Advanced Email Tracking	Advanced Email Tracking
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Send Agenda (Peak)	Send Agenda is dependent on an active subscription to the relevant govMeetings agenda.
Peak - Setup & Configuration	Setup and Configuration for Peak Agenda Management includes implementation of: <ul style="list-style-type: none"> <li>• Up to one (1) meeting body's Standard Agenda, Cover Page and Minutes report template</li> <li>• Up to one (1) public view page portal</li> </ul>
Peak Online Group Training	Online Group Training for Peak Agenda Management allows clients to have up to six (6) users participate in online group sessions with a Granicus trainer and other client users to learn how to use the system. <p>Group training includes:</p> <ol style="list-style-type: none"> <li>1. 30-60 minute kick off meeting</li> <li>2. 4 x 2hr group training sessions.</li> <li>3. 1hr peak review call</li> </ol> Project Manager will conduct check in's along the way.

Solution	Description
Public Records Platform Setup and Configuration	FOIA Platform Setup and Configuration
Open Platform - Setup and Configuration	Setup and configuration for Open Platform
govDelivery for Integrations	<p>Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Receive a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network.</p> <p>Note: govDelivery integrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.</p>
Government Experience Cloud (OPTIMIZE)	<p>Government Experience Cloud is a purpose-built software-as-a-service (SaaS) solution that helps local government transform the resident experience to better connect, engage, and serve constituents by increasing workflow efficiencies and maximizing existing technology investments, such as integrations into traditional back-office enterprise solutions. The OPTIMIZE edition is an outcome focused solution that increases efficiency across internal-facing enterprise-wide business systems like permitting and licensing.</p>
Essential CX Services	<p><b>Essential CX Services</b> includes the following:</p> <ul style="list-style-type: none"> <li>• Up to two (2) one-hour custom and on-demand product training curricula.</li> <li>• Up to two (2) one-hour best practice product guidance</li> <li>• Up to two (2) templates built annually, including a review of product use and strategy.</li> </ul>
Essential CX Services - Set-up, Config, and Training	Essential CX Services - Set-up, Config, and Training

## GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
  - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any

and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.

- Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- **Data obtained through the Granicus Advanced Network.**
  - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
  - Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
  - Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

## **UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS ONLY):**

- Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
- Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

## TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-312435 dated 26 Sep 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Seagoville, TX to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Terms & Conditions of TIPS Contract # 220105 are incorporated herein by reference.
- Billing Frequency Notes (Milestones - 40/30/30): An initial payment equal to 40% of the total; a payment equal to 30% of the total upon homepage design approval, and; a payment equal to 30% of the total upon go-live.

## BILLING INFORMATION

<b>Billing Contact:</b>		<b>Purchase Order Required?</b>	[ ] - No [ ] - Yes
<b>Billing Address:</b>		<b>PO Number:</b> <i>If PO required</i>	
<b>Billing Email:</b>		<b>Billing Phone:</b>	

**If submitting a Purchase Order, please include the following language:**

*The pricing, terms, and conditions of quote Q-312435 dated 26 Sep 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.*

## AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

TIPS 220105	
<b>Signature:</b>	
<b>Name:</b>	
<b>Title:</b>	
<b>Date:</b>	