Duncanville City Council Meeting Agenda

City Council Briefing Room and City Council Chamber
Duncanville City Hall
203 E. Wheatland Road
Duncanville, TX 75116
(972) 780-5017

Tuesday, April 15, 2025
6:00 PM - Work Session/Briefing
7:00 PM - Regular Session
or immediately following the 6:00 PM Work Session/Briefing

The Duncanville City Hall is accessible to people with disabilities. If you need assistance in participating in this meeting due to a disability as defined under the ADA, please call 972-780-5017 or email city.secretary@duncanvilletx.gov at least three (3) business days prior to the scheduled meeting to request an accommodation.

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

Pursuant to Texas Government Code 551.127, one or more members of the governing body may appear via videoconference call. The presiding officer and a quorum of the City Council must be physically present at the above stated location.

The City of Duncanville reserves the right to reconvene, recess or align the Regular Session or called Executive Session or order of business at any time prior to adjournment at the direction and agreement of Mayor and Council.

This is an open meeting conducted in-person and will be broadcast by website and social media channels.

To view the live meeting or previous meetings click on the link below.
https://duncanvilletx.new.swagit.com/views/454/

To submit a comment via email the following information is required:

- Submit a comment by 4:00 PM on Tuesday, April 15, 2025.
- Email city.secretary@duncanvilletx.gov
- Email title: Public Comment – Tuesday, April 15, 2025
- First Name, Last Name, and Address

WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

2. CITY COUNCIL CALENDAR

3. BRIEFINGS / PRESENTATIONS

A. Briefing presentation on the need to appoint new board members to fill vacancies on the Duncanville Community and Economic Development Corporation board, the TIF board, Bond Committee, and various boards and commissions. 5 - 6

Appointments to Boards and Commissions

EXECUTIVE SESSION

1. City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, exchange, lease, purchase, or value of certain real property located east of Main St, south of Camp Wisdom Rd, west of Cockrell Hill Rd, and north of Danieldale Rd, and pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney regarding the same. 7 - 8

Executive Session

REGULAR SESSION - CONVENE INTO THE COUNCIL CHAMBERS (7:00 P.M. OR IMMEDIATELY FOLLOWING THE 6:00 PM WORK SESSION/BRIEFING)

CALL TO ORDER
INVOCATION
PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. REPORTS

The Mayor’s Report, the Councilmembers' Reports, and the City Manager's Report are informational only. There is no Council deliberation or action taken on any of these items.

A. Mayor's Report.

B. Councilmembers' Reports

C. City Manager's Report.

2. PROCLAMATIONS AND PRESENTATIONS

A. Mayor to present a letter of recognition for Betty Dunn, thanking her for her contributions to the City of Duncanville. 9

Letter of Recognition for Betty Dunn

3. CITIZENS' INPUT

In-person citizen comments will be heard during the Regular Session. In keeping with the City Council's Rules of Procedure adopted on June 4, 2024, electronic mail comments will no longer be read aloud. Paper copies will be provided to the City Council at the dais. The comments will be made a part of the public record in the minutes.

"Pursuant to Section 551.007 of the Texas Gov't Code, any member of the public has the opportunity to address the City Council concerning any matter of public business or any posted agenda item; however, the Act prohibits the City Council from deliberating any issues not on the public agenda and such non-agenda issues may be referred to City staff for research and any future action; all persons addressing are subject to council adopted rules and limitations permitted by law"

At this time, two-minute comments will be taken from the audience on any topic. To address the Council, please submit a fully completed request card to the City Secretary prior to the beginning of the Citizens' Input portion of the Council meeting. In accordance with the Texas Open Meetings Act, the City Council cannot discuss issues raised or make any decisions at this time. Issues may be referred to City Staff for research and possible future action.

4. CONSENT AGENDA

The following may be acted upon in one motion. A City Councilmember may request items be removed from the Consent Agenda for individual consideration.

A.	Consider the Minutes for the April 1, 2025, City Council Regular Meeting. City Council - 01 Apr 2025 - Minutes	10 - 13
B.	Consider a resolution authorizing an agreement between Xplor Technologies, LLC (Perfectmind Inc.) to provide recreation management software and support to the Parks and Recreation Department and The Duncanville Fieldhouse for a five-year period in an amount not to exceed $84,180.00, including a 15% contingency. Xplor Recreation Management Software	14 - 119
C.	Consider a Resolution approving an Interlocal Agreement, effective April 15, 2025, and expiring December 31, 2028, between the City of Duncanville and the Dallas County District Attorney's (DA) Office; to obtain asset seizure funds created in compliance with Art. 59.08 of the Texas Code of Criminal Procedure for services as contained in the agreement for property awarded. ILA - City of Duncanville and Dallas County District Attorney's Office	120 - 131
D.	Consider a Resolution authorizing the renewal of telephone and communications data systems and solutions services from RingCentral through The Interlocal Purchasing Systems (TIPS) contract in the estimated expenditure amount of $413,999 for five (5) years, paid annually at $82,799.80 per year. Renewal of Telephone and Communications Data Systems and Solutions	132 - 180

E. City Council to consider Resolution 2025-453 which would request the P&Z to hold a public hearing for 626 Crestside Dr, Duncanville, TX 75137 to address concerns of residents relating to specific use permit. 181 - 189

Public hearing, relating to 626 Crestside Dr,

5. ITEMS FOR INDIVIDUAL CONSIDERATION

A. Take any necessary action as a result of the Executive Session.

B. Approval of the release of a privileged mowing lien (Reso. No. 2025-454) and a release of demolition lien (Reso. No. 2025-455) for 727 S. Cockrell Hill Road, Duncanville, TX 75137 190 - 199

Release of liens for 727 S. Cockrell Hill Road

C. Conduct a public hearing and consider an ordinance to grant a Planned Development for 914 and 918 East Highway 67, Duncanville, TX 75137. 200 - 238

Public hearing and ordinance for 914 and 918 East Highway 67

6. STAFF AND BOARD REPORTS

A. Present the Police Department's Quarterly Report 239 - 253

Police 2nd Quarter (FY) Report

B. Fire Department Quarterly Report 254 - 265

Fire Department Quarterly Report

ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located outside the entrance to the City of Duncanville City Hall, next to the entryway doors, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanvilletx.gov and said Notice was posted **by** the following date and time: **Thursday, April 10, 2025, by 6:00 P.M.** and remained posted for at least two hours after said meeting was convened.

Chiquita Taylor, City Secretary

"Guns prohibited on these premises by state law unless licensed under Chapter 411, Tex. Gov. Code. Section 46.035 Texas Penal Code."

"Las armas de fuego están prohibidas en estas instalaciones por la ley estatal a menos que estén autorizadas bajo el Capítulo 411 del Código de Gobierno de Texas. Sección 46.035 del Código Penal de Texas."

STAFF REPORT

MEETING: City Council - 15 Apr 2025

TITLE:
Briefing presentation on the need to appoint new board members to fill vacancies on the Duncanville Community and Economic Development Corporation board, the TIF board, Bond Committee, and various boards and commissions.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**

STAFF RESPONSIBLE:
Victor Barrera, Economic Development Director

BACKGROUND/HISTORY:
The Duncanville Community and Economic Development Corporation (DCEDC) board is comprised of a seven-member board. Following the recent resignation of a member(s), the number of active members has decreased to five. We request that the City Council appoint new board members to fill current vacancies. The TIF Board has three vacancies of the five-member board. The Bond Committee additionally has a vacancy as a representative of the DCEDC.

POLICY EXPLANATION:
The City Council reserves the right to establish and abolish boards and commissions, to set membership, and to appoint and remove board members unless otherwise stipulated by state law.

FUNDING SOURCE:

ORG and Object Number
NA

Available Budget	**Purchase Amount**	**After Encumber**
$0.00	$0.00	$0.00

ACTION ALTERNATIVES:

1. Other actions as directed by Council.

STAFF REPORT

MEETING: City Council - 15 Apr 2025

TITLE:
City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, exchange, lease, purchase, or value of certain real property located east of Main St, south of Camp Wisdom Rd, west of Cockrell Hill Rd, and north of Danieldale Rd, and pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney regarding the same.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:
Victor Barrera, Economic Development Director

BACKGROUND/HISTORY:
City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, exchange, lease, purchase, or value of certain real property located east of Main St, south of Camp Wisdom Rd, west of Cockrell Hill Rd, and north of Danieldale Rd, and pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney regarding the same.

POLICY EXPLANATION:
City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, exchange, lease, purchase, or value of certain real property located east of Main St, south of Camp Wisdom Rd, west of Cockrell Hill Rd, and north of Danieldale Rd, and pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney regarding the same.

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	**Purchase Amount**	**After Encumber**
$0.00	$0.00	$0.00

ACTION ALTERNATIVES:

1. Take any necessary action as a result of executive session.

OFFICE OF THE MAYOR

Duncanville
City of Champions

Letter of Recognition

April 15, 2025

Ms. Betty Dunn is highly appreciated as one of the founders of the Property Improvement Program (PIP), established in 2016. The Property Improvement Program PIP Days are a partnership between the First United Methodist Church in Duncanville, the City's Neighborhood Vitality Commission, and volunteers from within the community to repair the exterior of homes, assist with fence repairs, or complete yard work for Duncanville homeowners. Considering those who cannot complete these projects themselves due to life circumstances, these projects are conducted twice a year to enhance and contribute to impact. This vital community effort brings local residences back to community standards while eliminating a stressor for the homeowner.

Always having a servant's heart, she obtained the ability to be recognized as an official non-profit organization and expanded to partner with other churches in the community while establishing an official 7-member board. Her work continues to expand. At this moment, Ms. Dunn has contributed to the beautification of 78 properties. Ms. Betty Dunn is hereby formally recognized for her dedication, loyalty, and generous heart to serve the city.

As Mayor of the City of Duncanville, I ask our residents to join me in thanking Ms. Dunn for her memorable work, dedication, and drive to enhance the lives of our Duncanville citizens. In her new move to be closer to family, we wish her well in her next chapter and hope she does not forget her City of Duncanville family, in which she has served so much.

_____

Greg Contreras
Mayor

Draft

Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, April 1, 2025

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, April 1, 2025, at 4:30 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

COUNCIL PRESENT:
Councilmember At-Large DeMonica Gooden
Councilmember Joe Veracruz
Councilmember Don McBurnett
Councilmember Karen Cherry-Brown
Mayor Greg Contreras
Councilmember Kyle Pennebaker

COUNCIL ARRIVING AT: Mayor Pro Tem Jeremy Koontz arrived at 4:54 p.m.

COUNCIL ABSENT:

EXECUTIVE SESSION

The Executive Session was called into session at 4:30 p.m. Mayor Contreras read the item into record.

The Council recessed the Executive Session at 6:10 p.m. to convene the Briefing Session.

1. ***City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney on the same topic.***

2. ***City Council shall convene into closed executive session pursuant to Section 551.072, 551.087 and 551.071 to deliberate the purchase, exchange, lease, or value of real properties, being located north and west of SH 67, east of Main Street, and south of Camp Wisdom Rd; and to seek legal advice from City Attorney regarding such real property.***
   Mayor Contreras reconvened the Executive Session at 8:34 p.m.

   The Council closed the Executive Session at 8:47 p.m.

WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

Mayor Contreras convened the Briefing Session at 6:15 p.m. and read the item into the record. City Manager Finch reviewed each item.

2. CITY COUNCIL CALENDAR

3. BRIEFINGS / PRESENTATIONS

Briefing Session was adjourned at 7:05 p.m.

A. ***Briefing Presentation on Xplor Recreation Management Software***
Presented by Assistant Director of Parks and Recreation Tyler Agee.

B. ***Monthly Financial Report as of February 28, 2025***
Presented by Budget Administrator Jennifer Otey. The council agreed to have a monthly report posted online and a quarterly report presented at the council meetings. Councilmember McBurnett suggested the Texas Transparency Trailblazer as an option for posting reports. City Manager Finch reminded everyone of the implementation of the OpenGov software, which will also give a level of transparency to the council and the public.

C. ***Council to receive a briefing and discuss park security.***

Draft

Presented by Police Chief Matt Stogner and Director of Parks and Recreation Bart Stevenson.

REGULAR SESSION - CONVENE INTO THE COUNCIL CHAMBERS (7:00 P.M. or immediately following the 6:00 pm Work Session/Briefing)

The City Council convened into Regular Session in the Council Chambers at 7:15 p.m. with Mayor Contreras presiding.

Pastor Desmond Tolliver of Bondage Breaking Ministries delivered the Invocation.

Mayor Contreras led the Pledge of Allegiance and Texas Pledge.

1. REPORTS

A. ***Mayor's Report.***

Mayor Contreras gave a report on Duncanville ISD events he attended that showcased classes in the school district and the Duncanville 5K Heart Walk. He commended Interim Assistant City Manager Kevin Hugman and Republic Services on the community meetings introducing the pilot program on the use of carts and the Police awards event at the Senior Center this past Friday.

B. ***Councilmembers' Reports***

Councilmember McBurnett asked citizens to be careful when driving through school zones. He reviewed some of the events happening in the city. Councilmember Pennebaker commented that tonight is the first night of the Recreation Center offering archery on Tuesdays from 6 to 8 pm. He added that the Run for the Wall will come through Duncanville on May 18th on the trip to Washington, DC. Councilmember Gooden added that Property Improvement Program (PIP) Days Spring 2025 will be April 25th and 26th and May 2nd and 3rd. They are looking for volunteers to help residents make repairs to their homes.

C. ***City Manager's Report.***

City Manager Finch reported that the Chamber of Commerce recognized the City of Duncanville as Business of the Month. He added the totes will be delivered this week for the pilot program for trash collection and that IACM Kevin Hugman will be retiring again at the end of the month after returning to the city.

2. PROCLAMATIONS AND PRESENTATIONS

None

3. CITIZENS' INPUT

"Pursuant to Section 551.007 of the Texas Gov't Code, any member of the public has the opportunity to address the City Council concerning any matter of public business or any posted agenda item; however, the Act prohibits the City Council from deliberating any issues not on the public agenda and such non-agenda issues may be referred to City staff for research and any future action; all persons addressing are subject to council adopted rules and limitations permitted by law"

At this time, two-minute comments will be taken from the audience on any topic. To address the Council, please submit a fully-completed request card to the City Secretary prior to the beginning of the Citizens' Input portion of the Council meeting. In accordance with the Texas Open Meetings Act, the City Council cannot discuss issues raised or make any decisions at this time. Issues may be referred to City Staff for research and possible future action.

To view the live meeting or previous meetings click on the link below.
https://duncanvilletx.new.swagit.com/views/454/

To submit a comment via email the following information is required:

- Submit a comment by 4:00 p.m. on _
- Email citysecretary@duncanvilletx.gov
- Email title: Public Comment – _
- First Name, Last Name, and Address

Draft

Mayor Contreras read the item into the record. The following spoke during the Citizens Input Period:

Diane Zylka
1319 Green Tree Ln.
Animal Ordinance

Omari Wright
703 Big Stone Gap Road
Trade School in Duncanville

Susan Davis
119 Forest Court
Animal Ordinance

4. CONSENT AGENDA

A. ***Consider the Minutes for the March 18, 2025 City Council Regular Meeting.***

B. ***Consider ~~a Resolution~~ authorizing the City Attorney to prepare an ordinance to update special use permit requirements related to parking vehicles and deliveries.***
City Manager Finch stated that this item was not a resolution but to ask for the consensus of the council to proceed. Consensus was granted.

C. ***Consider a resolution of the City Council of the City of Duncanville, Texas, authorizing the acceptance of a grant from the Edward Byrne Memorial Justice Assistance Grant Program (JAG), to be administered by the City of Dallas, in the amount of $6,537.99, utilized to purchase three storage boxes to be installed in the rear of the department's patrol vehicles.***

RES 2025-446

Councilmember Don McBurnett made a motion to approve the consent agenda, Councilmember At-Large DeMonica Gooden seconded the motion. The vote was cast 7 for, 0 against.

5. ITEMS FOR INDIVIDUAL CONSIDERATION

A. ***Take any necessary action as a result of the Executive Session.***
Item 1 - No action taken
Item 2 - City Attorney Hager read the motion.

Councilmember Don McBurnett made a motion to authorize the City Manager to send a letter to terminate the contract for 302 Main Street and the return of the earnest money, Councilmember Kyle Pennebaker seconded the motion. The vote was cast 7 for, 0 against.

B. ***Consider Resolution 2025-444 approving an incentive agreement by the Duncanville Community & Economic Development Corporation (DCEDC) with Duncanville Eats LLC in an amount not to exceed $4,330 for exterior signage at 700 S. Cockrell Hill Road, Suite #158, Duncanville, Texas 75137.***
Presented by Economic Development Coordinator Marcela Perez.

RES 2025-444

Councilmember Don McBurnett made a motion to approve the item as stated, Councilmember Karen Cherry-Brown seconded the motion. The vote was cast 7 for, 0 against.

C. ***Consider Resolution 2025-443 approving an amendment of an incentive agreement by the Duncanville Community & Economic Development***

Draft

Corporation (DCEDC) with Dolani Investments, LLC located at 511 E Camp Wisdom Road, Duncanville, Texas 75116.
Presented by Marcela Perez.

RES 2025-443

Councilmember Don McBurnett made a motion to approve the item as stated, Councilmember Kyle Pennebaker seconded the motion. The vote was cast 7 for, 0 against.

6. STAFF AND BOARD REPORTS

A. ***Presentation from the Duncanville Police Department on revising Chapter Four—Animals and Fowl City Ordinance to comply with state legislation changes and best practices, and consideration for adoption.***
Presented by Assistant Police Chief Ron Wilcots and Senior Animal Control Officer Chad Chamberlain. They reviewed changes to the ordinance requested at the Workshop meeting with the city council on January 23, 2025. Councilmember Gooden asked about the factors driving the concern and the changes to the ordinance. Assistant Chief Wilcots stated that call volume is the main driver of the ordinance changes. Mayor Contreras asked about the change to the Animal Appeals Board for anyone who would like an exception to the ordinance. Police Chief Stogner stated that with the change, the council would then not hear the animal appeals. They would go to the board. Councilmember Pennebaker asked what the largest number of calls was. Mr. Chamberlain stated that the vast number of calls are for roosters. Mayor Pro Tem Koontz verified that the permit fee was removed; however, there is a requirement for a permit. City Attorney Hager suggested moving forward with the proposed changes to the ordinance and revisiting the fowl section at a later date.

Mayor Contreras recessed the Regular Session at 8:22 p.m. to reconvene into Executive Session.

The Council reconvened the Regular Session at 8:47 p.m.

ADJOURNMENT

The meeting was adjourned at 8:48 p.m.

APPROVED:

_____
CITY SECRETARY

STAFF REPORT

MEETING: City Council - 15 Apr 2025

TITLE:
Consider a resolution authorizing an agreement between Xplor Technologies, LLC (Perfectmind Inc.) to provide recreation management software and support to the Parks and Recreation Department and The Duncanville Fieldhouse for a five-year period in an amount not to exceed $84,180.00, including a 15% contingency.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:
Tyler Agee, Assistant Director of Parks and Recreation
Bart Stevenson, Director of Parks and Recreation
Elton Brock, Chief Procurement Officer

BACKGROUND/HISTORY:
The City of Duncanville has a long-standing commitment to providing high-quality recreational services and facilities to its residents. To enhance operational efficiency, financial transparency, and user experience across its recreational programs, the city has prioritized the integration of advanced technology solutions into its management processes. In this effort, Duncanville has identified a critical need for recreation management software that integrates seamlessly with Tyler Technologies Munis Financial Software, a cornerstone of the city's financial management system.

After an extensive review of available options, Xplore Recreation Management Software (Perfect Mind) was selected as the best value solution due to its unique ability to meet the city's complex requirements. Xplore is one of a few recreation management providers offering proven, successful integration with Munis Financial Software a capability that has already been demonstrated in other municipalities. This integration allows for streamlined management of recreation finances, reducing duplicate data entry, and ensuring comprehensive financial oversight.

In addition to its financial integration, Xplore provides a robust, cloud-based infrastructure, which offers Duncanville scalable resources for handling large transaction volumes, high availability, and enhanced data security. This cloud-based approach aligns with the city's technology strategy by

minimizing the need for in-house IT maintenance and server space, optimizing cost efficiency and operational sustainability.

Beyond technical capabilities, Xplore offers a complete service package, including dedicated customer support, user-centered design, and a customer experience (CX) interface that enhances usability for city staff and residents alike. These inclusive services are designed to maintain high user satisfaction, reduce system downtime, and alleviate the support burden on city personnel.

Xplore's unique offering addresses all identified needs, making it the most comprehensive and effective solution to support Duncanville's recreation management goals. The decision to proceed with Xplore through a sole source procurement reflects the city's commitment to investing in technology that delivers lasting value and meets both operational and community service standards.

POLICY EXPLANATION:

The City of Duncanville is seeking to enter into an agreement with Xplor Technologies LLC (Perfectmind Inc.) to provide recreation management software and support over a five-year period. The total expenditure for the agreement will not exceed $84,180.00, to include an additional 15% contingency of $10,980 to account for potential increases in costs over the contract term.

Xplor Technologies LLC is recognized as a leader in recreation management software, offering a comprehensive suite of tools designed to streamline the management of facilities, programs, and services. This software will support both the Parks and Recreation Department and the Duncanville Fieldhouse by improving operational efficiency, enhancing service delivery, and providing a more seamless experience for residents and staff.

This purchase will be a collaborative effort between the Parks and Recreation Department and the Duncanville Fieldhouse, ensuring that both entities benefit from the system's capabilities. The agreement will cover the full five-year period, ensuring that the City has access to ongoing support, updates, and any necessary upgrades to maintain the effectiveness of the system. The City Manager will be authorized to execute the agreement, ensuring that all terms are met and that the software remains aligned with the City's needs.

This agreement emphasizes the City's commitment to enhancing its recreation services through a unified, collaborative approach, with the flexibility provided by the 15% contingency to accommodate any unforeseen needs that may arise during the contract period.

Total Agreement Expenditure: $73,200.00
15% Contingency: $10,980.00
Grand Total: $84,180.00

Fund Allocation Breakdown:

- FY 2025
  Recreation Programming - Computer Software (01044100-700223): $13,200.00

- FY 2026:
  Recreation Programming - Computer Software (01044100-700233): -$6,000.00

Fieldhouse - Computer Software (45601000-700233): -$6,000.00

- FY 2027:
  Recreation Programming - Computer Software (01044100-700233): -$6,000.00
  Fieldhouse - Computer Software (45601000-700233): -$6,000.00

- FY 2028:
  Recreation Programming - Computer Software (01044100-700233): -$6,000.00
  Fieldhouse - Computer Software (45601000-700233): -$6,000.00

- FY 2029
  Recreation Programming - Computer Software (01044100-700233): -$6,000.00
  Fieldhouse - Computer Software (45601000-700233): -$6,000.00

- FY 2030:
  Recreation Programming - Computer Software (01044100-700233): -$6,000.00
  Fieldhouse - Computer Software (45601000-700233): -$6,000.00

Total Expenditure Breakdown:
Recreation Programming - Computer Software: $13,200.00 (FY 2025), $6,000 (FY 2026 to FY 2030 each year) = $43,200.00
Fieldhouse - Computer Software: $6,000.00 (FY 2026 to FY 2030 each year) = $30,000.00
15% Contingency: $10,980.00

Grand Total: $43,200.00 (Recreation Programming - Computer Software) + $30,000.00 (Fieldhouse - Computer Software) + $10,980.00 (Contingency) = $84,180.00.

FUNDING SOURCE:

ORG and Object Number
Recreation Programming 01044100-700233

Available Budget	**Purchase Amount**	**After Encumber**
$13,200.00	$13,200.00	$0.00

ACTION ALTERNATIVES:

1. Approved authorization of funding in the amount not to exceed $84,180.00 over a 5 year period to procure recreation management software and support.
2. Do not approve funding for new recreation management software.
3. Other actions as directed by Council.

ATTACHMENTS:
PerfectMind SaaS (Licensing) & Professional Services Agreement_The City of Duncanville TX
Texas Addendum to non-City Agreements.2024[92]
The City of Duncanville Implementation Overview - Enterprise Xplor Recreation
scan0144
SAM.gov EntityInformation_20241025-085631
Certificate of Interested Parties Amendment re Exemption from 1295

Texas Addendum to non-City Agreements.2024[92]
Resolution No. - 2025-448 - Xplor Recreation Management Software - Pdf

SOFTWARE AS A SERVICE & PROFESSIONAL SERVICES AGREEMENT

BETWEEN

PERFECTMIND INC.

AND

The City of Duncanville TX

02/03/2025

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Exhibits:

Exhibit A – Platform Use Fees
Exhibit B – Statement of Work
Exhibit C – PerfectMind Rates for Professional Services
Exhibit D – Service Levels
Exhibit E – Platform Features and Functionalities

SOFTWARE AS A SERVICE & PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is 02/03/24

BY AND BETWEEN:

PerfectMind Inc. ("**PerfectMind**"), a British Columbia corporation having an office at: 504-4190 Lougheed Highway Burnaby, British Columbia V5C 6A8	**AND**	**The City of Duncanville,** ("**Customer**"), a (TX) corporation having an office at: 203 East Wheatland Rd. Duncanville, TX 75116

WHEREAS PerfectMind wishes to license to Customer, and Customer wishes to use and license from PerfectMind, the Platform (as defined herein) on the terms and conditions set out in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

PART 1—DEFINITIONS AND INTERPRETATION

1.1 Definitions. In this Agreement, unless the context otherwise requires, capitalized terms will have the meaning assigned to them herein, including the following:

(a) "**Account**" has the meaning set out in §5.6;

(b) "**Account-holder**" means an individual designated by Customer to whom an Account is issued;

(c) "**Applicable Laws**" means all applicable laws and regulations, including all applicable local, provincial, state, national and foreign laws, treaties and regulations as well as orders of courts or laws, regulations, by-laws or ordinances of applicable governmental agencies;

(d) "**Claims**" means liabilities, actions, proceedings, claims, causes of action, demands, debts, losses, damages, charges and costs, including reasonable legal costs, any amount paid to settle any action or to satisfy a judgment and expenses of any kind and character whatsoever incurred in connection therewith;

(e) "**Confidential Information**" has the meaning set out in §8.1;

(f) "**Content**" means all materials and content, including designs, editorials, text, graphics, audiovisual materials, multimedia elements, photographs, videos, music, sound recordings,

reports, documents, software, information, formulae, patterns, data and any other work, and "**Customer Content**" is Content entered, uploaded or inputted into the Platform by or on behalf of Customer;

(g) "**Customer Data**" means information, materials, or data, including Customer Content, entered, uploaded or inputted into the Platform by or on behalf of Customer;

(h) "**Enhancement**" means enhancements, developments, modifications, updates, additions and improvements made to the Platform, other than New Features and Functions;

(i) "**Force Majeure**" means circumstances beyond a party's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labour problems, or Internet service provider failures or delays, or hosting service provider failures or delays;

(j) "**Intellectual Property Rights**" means any and all (i) proprietary rights provided under patent law, copyright law, trade-mark law, design patent or industrial design law, semi-conductor chip or mask work law, or any other applicable statutory provision or otherwise arising at law or in equity, including, without limitation, trade secret law, that may provide a right in works, software, source code, object code, marks, ideas, formulae, algorithms, concepts, methodologies, techniques, inventions, or know-how, or the expression or use thereof, (ii) applications, registrations, licenses, sublicenses, agreements, or any other evidence of a right in any of the foregoing, and (iii) past, present, and future causes of action, rights of recovery, and claims for damage, accounting for profits, royalties, or other relief relating, referring, or pertaining to any of the foregoing;

(k) "**New Features and Functions**" means any update, revision, new version, new module or upgrade of the Platform made available by PerfectMind from time to time (i) that adds new functions or features to the Platform and (ii) for which PerfectMind charges a fee to its customers in order to obtain same;

(l) "**PerfectMind Privacy Policy**" means PerfectMind's privacy policy made available at https://www.xplortechnologies.com/us/privacy-notice as amended from time to time;

(m) "**PerfectMind Technology**" means (i) any concepts, inventions, systems, processes, techniques, methodologies, know-how, data, tools, templates, technology (including software in executable code and source code), documentation or any other information, data or materials, and any expressions of the foregoing, developed by, owned by, or licensed to, PerfectMind; and (ii) the Work Product;

(n) "**Permitted Purpose**" means managing and operating Customer's facilities located in the The City of Duncanville TX, including customer relationship management, facility bookings, membership sales, point of sale transaction processing and scheduling;

(o) "**Platform**" means the software and supporting hardware platform known as "PerfectMind" that is owned and operated by PerfectMind, and that will be made available to Customer as a service under this Agreement via a designated website or websites as may be designated by

PerfectMind, from time to time, together with the related documentation, Content (other than Customer Content and Customer Data) and end user materials delivered therewith;

(p) "**Professional Services**" has the meaning set out in §3.1;

(q) "**Statement of Work**" has the meaning set out in §3.1;

(r) "**Term**" has the meaning set out in §7.1; and

(s) "**Work Product**" means all improvements, enhancements and derivatives thereto developed by PerfectMind for the purposes of providing the Professional Services under this Agreement or otherwise and any and all other work products developed by PerfectMind for the purposes of providing the Professional Services under this Agreement.

1.2 Interpretation. In this Agreement, unless expressly stated otherwise or the context otherwise requires, (a) headings and captions are for convenience only and will not be deemed to explain, limit or modify the provisions hereof, (b) the word "**including**", when following a general statement or term, is not to be construed as limiting the general statement or term (whether or not used in connection with phrases such as "without limitation" or "but not limited to") and the word "**or**", when connecting two or more matters, will not imply an exclusive relationship between the matters, (c) a reference to a "**person**" or "**entity**" means an individual, corporation, body corporate, firm, limited liability company, partnership, syndicate, joint venture, society, association, trust or unincorporated organization or governmental authority or trustee, executor, administrator or other legal representative, including any successor to that person, (d) a word importing the masculine gender includes the feminine and neuter, a word in the singular includes the plural, a word importing a corporate entity includes an individual, and vice versa, (e) words, phrases and acronyms not otherwise defined herein that have a meaning commonly understood and accepted by persons familiar with the Internet and computing services professionals will be interpreted and understood to have that meaning herein, and (f) in the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Exhibits hereto, the terms of the Exhibits hereto will prevail to the extent necessary to resolve such conflict or inconsistency.

PART 2—LICENSE

2.1 License. PerfectMind grants to Customer a non-exclusive, non-transferable, right and limited license, only during the Term, to access and use the Platform for the Permitted Purposes only. All rights not expressly granted to Customer are reserved by PerfectMind and, if applicable, its licensors.

2.2 Complete Software; Enhancements. Upon completion of the Professional Services described in the Statement of Work attached to this Agreement as Exhibit B, the Platform with the features and functionalities described in Exhibit E attached to this Agreement will be configured and made available to Customer for access and use by Account-holders. Customer agrees that its entry into this Agreement is not contingent on the delivery of any future functionality or features by PerfectMind. PerfectMind may, from time to time and its sole discretion, update the Platform (including the underlying server software or hardware) or otherwise offer Enhancements, which Enhancements will form part of the Platform being licensed and provided

hereunder without further payment by Customer. PerfectMind will use commercially reasonable efforts to (a) ensure that such Enhancements are compatible with and will not adversely affect or reduce the functionality, performance, availability and accessibility of the Platform, and (b) to the extent that such Enhancements do so adversely affect the Platform and Customer notifies PerfectMind of same, restore or reinstate the Platform or parts of it causing the adverse effects to its or their status prior to the Enhancement, as soon as may be reasonable and practicable in the circumstances. Notwithstanding any Enhancements or other changes to the Platform, PerfectMind will maintain the functionality of the Platform so it is always materially equal to or better than the functionality of the Platform as of the date that Customer first commences using the Platform.

2.3 New Features and Functions. PerfectMind may, from time to time and in its sole discretion, develop and offer New Features and Functions that will not form part of the Platform licensed hereunder and may be provided and licensed separately to Customer for an additional fee. For clarity, in no event will PerfectMind be obligated to provide any New Features and Functions free of charge.

PART 3—PROFESSIONAL SERVICES

3.1 Professional Services. Customer may, from time to time, request PerfectMind to provide customization and deployment services and other related professional services in relation to Customer's use of the Platform (the "**Professional Services**") and PerfectMind may, in its discretion, agree to provide the Professional Services. Upon agreement on the particulars of the Professional Services, including the fees payable by Customer to PerfectMind for the Professional Services, such particulars shall be included in a statement of work (a "**Statement of Work**"), which shall be signed by PerfectMind and Customer, and which shall form a schedule to and be incorporated into and form part of this Agreement. To the extent that there is any inconsistency between any provision in any Statement of Work and the rest of this Agreement, the terms of such Statement of Work will prevail. Each Statement of Work may contain, unless the parties agree otherwise, a description of the work to be conducted, the functional requirements and technical specifications applicable to the work, the work schedule and milestones, the deliverables and delivery schedule, acceptance criteria, and such other information and additional terms and conditions as the parties may mutually agree upon. As of the date of this Agreement, PerfectMind and Customer have agreed upon the Professional Services described in the Statement of Work attached to this Agreement as Exhibit B.

3.2 Change Orders. Customer may, from time to time, request changes to the scope of the Professional Services described in a Statement of Work. In response to any such request from Customer, PerfectMind shall determine the feasibility of providing such changes and shall estimate the increase in the total fees payable for providing such changes to the Professional Services. Following receipt of PerfectMind's response to Customer's request, the parties shall negotiate an amended Statement of Work which sets out the changes to the Professional Services and the additional fees payable in respect thereof.

3.3 Customer's Responsibilities. The work functions and tasks relating to the Professional Services for which Customer or a third party shall be responsible shall be described in the Statement of Work. Customer agrees to perform and cause the third party to perform such

work functions and tasks in a timely fashion. Customer agrees to provide or make available and cause any third party identified in the Statement of Work as being responsible for any function or task in any way related to the Professional Services to provide or make available all information reasonably requested by PerfectMind to perform the Professional Services. PerfectMind will not be liable for loss or damage arising from reliance on any such information.

3.4 Project Teams. Each party will be solely responsible for staffing its project team for the performance of the Professional Services by PerfectMind and relating work functions and tasks by Customer as described in a Statement of Work. Each member of a project team will possess skills and knowledge appropriate to the work functions to be performed by that team member. Either party may, by way of replacement or addition, make changes to the personnel assigned to its project team, provided that each replacement team member shall possess skills and knowledge at least equivalent to the project-related skills and knowledge of the team member being replaced. Each party shall appoint a project manager in respect of its project team. The project managers shall be available for weekly meetings to review the progress of the Professional Services.

3.5 Use of Customer's Facilities. For Professional Services to be performed at the Customer premises, Customer will provide all work space, facilities and support that are reasonably requested by PerfectMind to perform such Professional Services, including without limitation, secretarial support, telephone, and computer facilities.

3.6 No Liability for Others' Failure to Perform. Customer agrees and acknowledges that PerfectMind's performance of the Professional Services will be conditional upon, and subject to, Customer's performance of its obligations hereunder and the performance by any third party identified in the Statement of Work of its functions and task to the extent that such functions and task relate to the Professional Services, and that PerfectMind will not be liable or responsible, in any manner or to any extent, for any failure of PerfectMind to perform all, or any part of, the Professional Services to the extent that any such failure is caused by a failure of Customer to perform its obligations or the third party to perform its functions and tasks.

3.7 Third Party Hardware/Software. Customer will be solely responsible for the evaluation, selection, installation, implementation, compatibility, use and performance of and results obtained from any hardware, systems software, utility software, security software, telecommunication equipment or software, and applications software used in connection with the Professional Services, unless (and only to the extent) otherwise expressly agreed in this Agreement. Except as expressly provided in this Agreement, Customer and/or the third party vendors of the software packages selected for use by Customer will be responsible for the installation, acceptance and performance of the selected software packages.

3.8 Third Party Products. Where the Professional Services to be provided by PerfectMind involve the acquisition by Customer of products of third parties, PerfectMind will not be responsible for delays in the delivery of such products by third parties or for such product's faulty quality, defective performance, or failure to perform in accordance with published specifications or accepted standards. PerfectMind will transfer to Customer any transferable warranties provided to PerfectMind by third parties. PerfectMind makes no independent

representations or warranties with respect to products provided by third parties. Any third party warranties are the exclusive remedies of Customer with respect to such products.

3.9 Use of Subcontractors. Customer acknowledges that PerfectMind may engage agents and subcontractors to perform any of the Professional Services described in a Statement of Work. PerfectMind shall be responsible for the fulfilment of its obligations hereunder, notwithstanding the performance of any of its obligations by its agents and subcontractors.

3.10 No Recruitment. Customer agrees that during the term of this Agreement, and for a period of one (1) year thereafter, it will not, without the prior written consent of PerfectMind, hire, retain or engage, or make an offer in respect of same to, any employee, independent contractor or consultant of PerfectMind.

PART 4—FEES AND PAYMENTS

4.1 Platform Use Fees. Customer will pay all fees and charges in connection with the use of the Platform in accordance with Exhibit A, which forms an integral part hereof and is incorporated herein by reference.

4.2 Platform Use Billing. The fees payable by Customer for use of the Platform in each twelve (12) month period is payable in advance at the beginning of such period. PerfectMind will invoice Customer for such fees at the beginning of each 12 month period, and Customer will pay each invoice within thirty (30) days after the date of the invoice; provided that the entire fee for the first twelve-month period in the Term is payable and due upon the signing of this Agreement. All amounts due by Customer hereunder will be paid, unless otherwise expressly set out herein, without any deduction, adjustment or set-off whatsoever.

4.3 Taxes. Fees for use of the Platform do not include any taxes, and Customer agrees to pay all applicable sales, use, value-added and other taxes or similar nature based on or due as a result of any amounts paid to PerfectMind under this Agreement.

4.4 Late Payments. If PerfectMind does not receive payment in full of an invoice within 30 days after the date of such invoice and Customer fails to make full payment within ten (10) days after written notice of the non-payment is given by PerfectMind, Customer will be deemed to be in default. Customer will pay any and all collection costs incurred by PerfectMind in collection of outstanding debts. In addition to any other rights granted to PerfectMind herein and available to PerfectMind at law or in equity, PerfectMind reserves the right to suspend the Accounts and Customer's right to use and access to the Platform if Customer is in default with respect to its payment obligations. PerfectMind reserves the right to impose a reconnection fee upon reactivation if any such suspension takes place.

4.5 Professional Services Fees. If the Professional Services are to be provided on a fixed price basis, the Statement of Work will set out the total contract price, a payment schedule, including the fees payable in respect of each deliverable and/or milestone, as applicable. If the Professional Services are to be provided by PerfectMind on a time and materials basis, the rate(s) in Exhibit C attached hereto will apply. PerfectMind may, from time to time and upon sixty (60) days' notice to Customer, amend the rate(s) for Professional Services. Per diem rates shall be

based on a 7.5 hour day. Once a Statement of Work is signed by the parties, the rates structure in effect at the time of the signing of the Statement of Work shall apply for the duration of the project described in the Statement of Work. PerfectMind's fees for Professional Services (whether fixed or based on time and materials) do not include any travel, living or any other out-of-pocket expenses incurred by PerfectMind or its subcontractors in providing Professional Services. Customer will pay PerfectMind a flat rate of $700 per day per PerfectMind employee or subcontractor who provides on-site Professional Services to Customer to cover accommodation, meal, local transportation and other out-of-pocket expenses, except travel (airfare) expenses. Customer will reimburse PerfectMind for all reasonable travel (airfare) expenses incurred by PerfectMind's to send its employees and subcontractors to Customer's site. All such travel (airfare) expenses for which PerfectMind seeks reimbursement will be supported by documentation in a form reasonably acceptable to Customer.

4.6 Professional Fee Billing. PerfectMind will invoice Customer for the Professional Services according to the payment terms specified in the Statement of Work, or if no payment term is specified in the Statement of Work, on a monthly basis, and Customer will pay each invoice within fifteen (15) days after receipt of invoice, unless the parties agree otherwise in writing. Customer agrees to pay interest at the rate set out in the Statement of Work, or if none specified at 1.5% per month, on any unpaid amounts from the date due to the date upon which the balance is discharged, such interest to accrue from day to day and be compounded on a monthly basis, unless the parties agree otherwise in writing. The fees for the Professional Services to be performed pursuant to the Statement of Work attached hereto as Exhibit B are set out and shall be due and payable to PerfectMind in accordance with the "Fee payment schedule" section of Exhibit B, upon Customer's receipt of PerfectMind's invoices.

4.7 Taxes and Duties Relating to Professional Fees. All amounts payable in respect of the Professional Services rendered by PerfectMind to Customer under this Agreement will be exclusive of all shipping charges, insurance charges, customs duties, sales taxes, value-added taxes, and any other like charges or taxes. Customer will be responsible for paying all such charges and taxes in connection with the provision of the Professional Services under this Agreement.

4.8 Currency. All prices in this Agreement are in United States (US) dollars.

PART 5—USE OF THE PLATFORM

5.1 PerfectMind Responsibilities. PerfectMind will provide the Platform in accordance with the service levels set out in Exhibit D. PerfectMind will provide to Customer, at no additional charge, the support for the Platform described in Exhibit D. PerfectMind will comply with all Applicable Laws in the performance of this Agreement.

5.2 Training. PerfectMind will provide training to Customer's staff during the implementation period as provided in Exhibit B. This training may be in the form of in-person/on-site training or remote/online training. Customer's staff will also have access to all on-line training materials made available by PerfectMind to its customers including live and pre-recorded webinars. Customer may purchase additional training at PerfectMind's posted standard hourly rate for professional services. For additional training purchased by Customer, Customer will reimburse

PerfectMind for all reasonable travel and other out-of-pocket expenses incurred by PerfectMind's employees and subcontractors in providing on-site training. All such expenses for which PerfectMind seeks reimbursement will be supported by documentation in a form reasonably acceptable to Customer.

5.3 Customer Responsibilities. Customer will (a) be responsible for Account-holders' compliance with all of the terms and conditions of this Agreement; (b) be solely responsible for the accuracy, quality, integrity and legality of Customer Data, including Customer Content, and of the means by which Customer Data is acquired and used, including compliance with all personal information privacy laws and regulations and ensuring that no third party Intellectual Property Rights are infringed; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Platform, and notify PerfectMind promptly of any such unauthorized access or use; and (d) use the Platform only for Permitted Purposes and in accordance with the documentation therefor and all Applicable Laws.

5.4 Prohibited Conduct. Customer will not

(a) make the Platform available to anyone, or permit anyone to access the Platform, other than Account-holders;

(b) license, sublicense, sell, resell, publish, republish, transfer, assign, distribute, rent, lease or time-share the rights granted to Customer under this Agreement, or copy or otherwise commercially exploit the Platform or its components in any way except in accordance with the rights granted hereunder;

(c) use the Platform in any manner or for any purpose (i) that violates this Agreement, (ii) that contravenes, facilitates the violation of, or violates any Applicable Laws; (iii) that extracts, gathers, collects, or stores personal information about individuals except in compliance with all applicable personal information privacy laws or that involves data mining, robots or similar data gathering or extraction methods on individual's personal information without their express consent, or (iv) that interferes with or disrupts the integrity or performance of the Platform, PerfectMind's systems or networks or third-party data of Content contained therein;

(d) attempt to gain unauthorized access to the Platform or its related systems or networks;

(e) post, upload, reproduce, distribute or otherwise transmit on the Platform (i) pyramid schemes, (ii) any material that contains a virus, cancelbot, Trojan horse, worm or other harmful, disruptive or surreptitious component, (iii) defamatory, infringing, indecent or unlawful software, materials or information, or (iv) inappropriate, profane, or obscene software, materials or information without suitable or lawfully-required access controls;

(f) alter, modify, reverse engineer, decompile, or disassemble, translate, extract data structures from or otherwise attempt to extract the source code from the Platform or any part thereof;

(g) create derivative works based on the Platform or works containing a substantial part of the Platform;

(h) copy, frame or mirror any part or content of the Platform;

(i) disable or circumvent any access control or related process or procedure established with respect to the Platform;

(j) remove any copyright or other proprietary or Intellectual Property Rights notices or labels on or in the Platform or any part, copy or report generated therefrom or thereof;

(k) use the Platform to scan or probe another computer system, obstruct or bypass computer identification procedures or engage in unauthorized computer or network trespass without the express permission of the owners of such computer systems;

(l) access the Platform in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions or graphics of the Platform;

(m) forge headers or otherwise manipulate any protocols or identifiers used in any system or protocol in such a manner to disguise the origin of any Content transmitted using the Platform;

(n) impersonate or falsely represent an association with any person, including a PerfectMind representative, without the prior express, written permission of such person; or

(o) permit any of the foregoing to be done by any person, including Customer's employees, contractors, agents, or representatives, including Account-holders.

5.5 Commercial Electronic Messages. All email messages that Customer sends using the Platform will comply with all applicable anti-spam laws and regulations, including those relating to commercial electronic messages. When using the Platform, Customer will represent itself and/or its organization accurately and will not impersonate any other person, whether actual or fictitious. Customer specifically agrees that (to the extent that the Platform permits it, and it is within Customer's control to do so) for all messages that Customer sends using the Platform (i) the "from" line of the message will accurately and in a non-deceptive manner identify Customer's organization; (ii) the "subject" line of the message will not contain any deceptive or misleading content regarding the overall subject matter of the message, and (iii) the message will include the contact information of the Account-holder who sends the message or another individual within Customer's organization who may be readily contacted by the recipient, and such contact information will remain valid for at least 60 days after the message is sent. Customer will ensure that every message sent using the Platform will contain an "unsubscribe" link that allows recipient to remove himself/herself/itself from Customer contact list and specify an electronic address on the World Wide Web that can be accessed by the recipient of the message for the purpose of unsubscribing. Customer will promptly, and in any event no later than 10 days after the receipt of the request, give effect to any unsubscription requests it receives. Customer may not charge a fee, require the recipient to provide any personally identifying information beyond an email address, or make the recipient take any step other than sending a reply email or visiting a single page on an

Internet website as a condition for giving effect to an unsubscribe request. Customer acknowledges that Customer will be responsible for maintaining and giving effect to the list of unsubscribe requests following termination of this Agreement.

5.6 **Account Use**. PerfectMind will issue Accounts, or permit Customer to issue Accounts, to individuals selected by Customer as Account-holders. Only Account-holders may access or use the Platform and each Account-holder's access to the Platform requires valid login credentials, including at least user identification and secure passwords (each an "**Account**"). The rights of an Account-holder may not be used by more than one individual, unless the Account of the Account-holder is reassigned in its entirety to another Account-holder, in which case the prior holder of the Account shall no longer have any right to access or use the Platform. Customer acknowledges and agrees that Customer:

(a) is fully responsible for Accounts assigned by or at the request of Customer and the acts and omissions of each Account-holder, including the creation of Account credentials by any person, the maintenance, confidentiality and security of all passwords related to Accounts, and any and all activities that occur under Accounts (including persons who gain access to such Accounts, whether with or without permission);

(b) will notify PerfectMind as soon as practicable after obtaining or receiving any knowledge of (i) any unauthorized use of an Account or any password related to an Account, or (ii) any other breach of security with respect to an Account, provided that such notification will not negate Customer's liability for any unauthorized use of an Account or password until such time as PerfectMind can be reasonably expected to take corrective measures; and

(c) will provide true, current, accurate and complete information as prompted by the Account-creation process or as otherwise requested by PerfectMind from time to time and to promptly update such information when any changes occur so as to keep such information held by PerfectMind true, current, complete and accurate.

5.7 **Usage Limitations**. The following provisions apply with respect to the Platform:

(a) **General Practices and Limits**. Customer acknowledges and agrees that PerfectMind may establish from time to time general practices and limits concerning the use of the Platform, including: the maximum size of any Customer Data, including Customer Content, that may be stored on PerfectMind servers (the "**Storage Limit**"); the maximum amount, speed and type of Customer Data, including Customer Content, that may be sent from or received using the Platform (the "**Usage Limit**"). Such general practices and limits may be posted on PerfectMind's website or otherwise made available through the Platform. Customer agrees that Customer's usage may not exceed such limits, and that it is Customer's responsibility to monitor Account usage of the Platform. PerfectMind covenants that the Storage Limit and the Usage Limit set for Customer will not be less than the following:

Minimum Storage Limit

- Storage: 80GB ($160 per month for every additional 80GB blocks of storage)

Usage Limit

- Accountholders: Unlimited
- Email: 25,000 emails per month ($200 per month for additional 50,000 emails

(b) **Internet-based Software**. The Platform depends on the Internet, including networks, cabling, equipment and facilities that are not in PerfectMind's control; accordingly (i) any representation made by PerfectMind regarding access performance, speeds, reliability, availability, use or consistency of the Platform, to the extent that they are dependent on the underlying Internet services, are on a "commercially reasonable efforts" basis, (ii) PerfectMind cannot guarantee any minimum level regarding actual user performance, speed, reliability, availability, use or consistency based on factors depending on the Internet, and (iii) content, data, messages, information or materials sent over the Internet may not be completely private, and anonymity is not guaranteed.

PART 6—CONTENT, INTELLECTUAL PROPERTY AND PRIVACY

6.1 **Reservation of Rights**. All right, title and interest, including all Intellectual Property Rights, in and to the Platform and PerfectMind Technology is and will at all times be fully vested in PerfectMind or its licensors, as the case may be.

6.2 **Third-Party Content**—Content accessed or available through the Platform may be owned by third-parties other than PerfectMind or Customer (collectively, "**Third Party Content**") and may be protected by applicable Intellectual Property Rights. During use of the Platform, Customer may enter into correspondence with, purchase goods, hardware or services from, or participate in promotions of advertisers or sponsors showing their goods or services through the Platform. Any such activities, and any terms, conditions, warranties or representations associated with such activities are solely between the applicable third party and Customer. PerfectMind and its licensors shall have no liability, obligation or responsibility to Customer for any such correspondence, purchases or promotions. Customer acknowledges and agrees that Customer shall be solely responsible for obtaining necessary licenses, consent and permits from third-party providers with respect to any Third Party Content or ancillary software, hardware, or services that Customer may use in connection with its use of the Platform.

6.3 **Feedback**. From time to time during the term of this Agreement, Customer and Account-holders may provide PerfectMind with comments, suggestions, ideas and impressions of the Platform ("**Feedback**"). Customer acknowledges and agrees that, by disclosing such Feedback to PerfectMind, the provider thereof will be deemed to have granted to PerfectMind a royalty-free, worldwide, transferable, sub-licensable, non-exclusive, irrevocable and perpetual license to use, modify, adapt, improve or incorporate such Feedback into the Platform. Customer acknowledges and agrees that the right to use the Platform is good and sufficient consideration for any

contributions, through the Feedback or otherwise, to the design, improvement, or functionality of the Platform and the transfer to PerfectMind thereof.

6.4 Customer Data. PerfectMind does not claim ownership of, and assumes no liability or responsibility with respect to, any Customer Data, including Customer Content. As between PerfectMind and Customer, all right, title and interest (including Intellectual Property Rights) in and to Customer Data will at all times be fully vested in Customer, except that, by posting, uploading, inputting, providing, submitting, entering or otherwise transmitting Customer Data to PerfectMind or any third party using the Platform, Customer agrees as follows:

(a) Customer will have thereby granted PerfectMind a royalty-free, non-exclusive, worldwide, fully paid-up limited license to use, copy, distribute, transmit, display, edit, delete, publish and translate such Customer Data to the extent reasonably required by PerfectMind in connection with the functionality of the Platform and the performance of this Agreement as well as to ensure adherence to or enforce the terms of this Agreement;

(b) Customer, and not PerfectMind, will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and Intellectual Property Rights of all Customer Data, and PerfectMind will not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data; and

(c) Customer will have thereby confirmed, represented and warranted to PerfectMind that Customer has all rights, titles and interests (including all Intellectual Property Rights as well as the power and authority necessary), to grant the license to such Customer Data set above in subsection 6.4(a).

6.5 Privacy. PerfectMind acknowledges and agree that Customer Data may contain sensitive information, and, in connection therewith, (a) PerfectMind will comply with all Applicable Laws relating to personal information privacy, including British Columbia *Personal Information Protection Act* and will adhere to the PerfectMind Privacy Policy, which forms an integral part hereof and is incorporated herein by reference; (b) PerfectMind will use industry-standard management practices, technologies and security to protect the integrity, safety and security of Customer Data in both physical and electronic form; (c) Customer acknowledges and agrees that its use of the Platform will utilize, in whole or in part, the public Internet and third party networks to transmit communications, which transmissions may be intercepted by other parties or stored, cached, routed, transmitted or received in jurisdictions outside of the jurisdiction of Customer, (d) PerfectMind will not use Customer Data for any purpose other than to provide the functionality of the Platform to Customer and its users, to ensure adherence to or enforce the terms of this Agreement, or (only in aggregate form) for site metrics; (e) PerfectMind reserves the right to modify the PerfectMind Privacy Policy and its security policies in its reasonable discretion from time to time, subject to any Applicable Laws.

6.6 Use of the Other Party's Name. Each party may use the other party's name in its news releases, marketing and promotional materials and the like provided that such will comply with any standards set by the other party from time to time. Each party will cease to use the other party's name upon any expiration or termination of this Agreement.

PART 7—TERM AND TERMINATION

7.1 **Term**. This Agreement commences on the date first set out above and will continue in effect for five (5) years thereafter, unless earlier terminated or renewed in accordance with the provisions of this Agreement (the "**Term**"). At the expiration of the initial five year period, the Term will be automatically renewed for successive one year periods unless a party provides written notice to the other party of the first party's intention not to renew, at least thirty days before the expiry of the then-current Term.

7.2 **Renewal Terms**. The fees payable by Customer during any such renewal term will be the same as the fee for the last year during the prior term unless PerfectMind has given Customer written notice of a pricing change at least 90 days' before the end of such prior term, in which case the pricing change will be effective upon renewal and thereafter.

7.3 **Termination**. Either party may terminate this Agreement for cause, immediately upon written notice to the other party, if:

(a) the other party is in default of any of its material obligations under this Agreement and such default is not remedied within thirty (30) days of the date of receipt of written notice thereof, provided that cure period with respect to default in payment obligations is ten (10) days; or

(b) the other party ceases to conduct business in the normal course; the other party becomes insolvent or bankrupt; the other party makes any assignment for the benefit of creditors; proceedings are instituted by or against the other party seeking relief, reorganisation or rearrangement under any laws relating to insolvency; a receiver, liquidator or trustee is appointed in respect of any property or assets of the other party; or an order is made for the liquidation, dissolution or winding up of the other party.

7.4 **Payment on Termination.** If this Agreement is terminated by Customer due to PerfectMind's default, then PerfectMind will refund to Customer an amount equal to the fees actually paid by Customer for the year during which the termination occurs prorated based on the post-termination portion of the year. Otherwise, any termination of the Agreement will not relieve Customer of its obligation to pay the fees payable to PerfectMind for the Term of the Agreement for the use of the Platform nor does it entitle Customer to any refund. Upon the termination of this Agreement, without prejudice to any other rights PerfectMind may have, Customer will (a) remit all fees payable for the Professional Services and Work Products accepted by Customer prior to the date of such termination or suspension; (b) remit all fees payable for work-in-progress, on a time and materials basis, at the rate structure applicable to the Statement of Work Order; and (c) remit all such other costs of PerfectMind, demonstrated to the reasonable satisfaction of Customer, directly related to the permanent or temporary winding down of the Professional Services, work and deliveries which are being terminated or suspended.

7.5 **Return of Customer Data**. Upon request by Customer made within 30 days after the effective date of termination or expiration of this Agreement (except in the case of PerfectMind terminating this Agreement for cause under §7.3), PerfectMind will make available to Customer for download a file of the relevant Customer Data in a commercially-reasonable standard (such as

comma separated value (.csv) or extendible markup language (.xml)) format along with attachments in their native format as stored by PerfectMind. After such 30-day period, PerfectMind will have no obligation to maintain or provide any such Customer Data and will thereafter, unless legally prohibited, delete all such Customer Data in PerfectMind systems or otherwise in PerfectMind's possession or under PerfectMind's control. Within 15 days of any termination for cause of this Agreement by PerfectMind pursuant to Section 7.3, Customer may request return of Customer Data, in which case Customer will pay to PerfectMind any fees outstanding prior to the termination of this Agreement plus any fee that PerfectMind requests, based on the time required to accommodate Customer's request regarding return of Customer Data, and upon receipt of such payments, PerfectMind will make available Customer Data to Customer for download as set out above. If Customer does not make a request within the 15 day time limit or fails to make payments within five (5) days after receiving PerfectMind's fee request, Customer's right to access or use Customer Data will immediately cease, and PerfectMind will have no obligation to maintain or provide any Customer Data and will thereafter, unless legally prohibited, delete all such Customer Data in PerfectMind systems or otherwise in PerfectMind's possession or under PerfectMind's control.

7.6 Survival. Without limiting the applicability of other terms and conditions of this Agreement, the terms of this Agreement that, by their nature, are intended to survive any purported or actual termination or expiry of this Agreement will so survive, including Part 1, Part 3, Part 6, Part 7, Part 8, Part 9 (except for §9.1) and Part 10.

PART 8—CONFIDENTIALITY

8.1 Confidential Information. Neither party will, without the prior written approval of the other party, disclose or use for any purpose other than exercise of its rights or performance of its obligations under this Agreement any information, documents, know-how, trade secrets of the other party, including the terms of this Agreement and such other information that is not in the public domain including, in respect of the Customer Data and, in respect of the Platform (collectively, "**Confidential Information**") that may come to its knowledge or possession by reason of exchange of information under this Agreement or entering into this Agreement.

8.2 Obligation to Protect. Each party will protect the other's Confidential Information using the same standard of care that it would use to protect its own, similar information, but in any case no less than a reasonable standard of care for information of similar sensitivity.

8.3 Title. All right, title and interest (including all Intellectual Property Rights) in and to each party's Confidential Information will be and remain vested in such party.

8.4 Permitted Disclosures. Each party will not disclose Confidential Information of the other party to any person except to the first party's employees, agents and sub-contractors on a strictly "need-to-know" basis, and provided that such persons have are subject to confidentiality obligations equivalent to the obligations imposed hereunder. Notwithstanding such disclosures, each party will be fully responsible for any breaches of confidentiality caused by such persons to whom the Confidential Information is disclosed as if such breach were committed by such party.

8.5 **Exceptions**. Neither party will have an obligation with respect to Confidential Information where such party can establish, through documentary evidence, that such information (a) was previously known to it free of any obligation to keep it confidential, (b) is or becomes publicly available other than by unauthorized disclosure, (c) is legally disclosed by third parties without restrictions of confidentiality, or (d) has been independently developed by it without reference to the other party's Confidential Information.

8.6 **Governmental Disclosures**. Notwithstanding anything else in this Agreement, if a party is required to disclose any Confidential Information to a government body or court of law or as otherwise required by law, it may do so provided that it gives the other party sufficient advance notice as reasonable in the circumstances subject to applicable law to enable the owner of such Confidential Information the opportunity to contest the disclosure or obtain a protective order and assists the owner of such Confidential Information in contesting or protecting same.

PART 9—WARRANTIES, DISCLAIMERS, INDEMNITIES AND LIABILITY

9.1 **PerfectMind Warranties**. PerfectMind represents and warrants to Customer that (a) the Platform will perform materially in accordance with the documentation therefor under normal use and circumstances; (b) the Professional Services will be performed in a diligent and workmanlike manner consistent with standards generally observed in the industry for similar services, and the Work Product will materially conform to the Statement of Work upon acceptance, and PerfectMind will use all commercially reasonable efforts to remedy any material non-conformance of the Work Product to the Statement of Work in an expeditious manner; and (c) the functionality of the Platform will not be materially decreased during the Term, subject to the other provisions of this Agreement. For clarity, PerfectMind will not be responsible for and the warranties provided by PerfectMind in this §9.1 do not apply to situations where improper or inadequate installation or maintenance of software or hardware that Customer uses to access or utilize, or otherwise in connection with, the Platform or Customer Data, or failure to properly configure the Platform for use in connection with such hardware or software is the cause of a failure or malfunction.

9.2 **Mutual Warranty**. Each party represents and warrants that it has the legal power and authority to enter into this Agreement and to fully abide by the terms and conditions hereof.

9.3 **NO OTHER WARRANTIES**. THE PLATFORM AND THE WORK PRODUCT ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS AND PERFECTMIND DOES NOT GUARANTEE THAT THE PLATFORM WILL FUNCTION ERROR-FREE OR UNINTERRUPTED. CUSTOMER ACKNOWLEDGES THAT PERFECTMIND DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE PROVIDED UNDER THIS AGREEMENT MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. PERFECTMIND IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. THERE ARE NO REPRESENTATIONS, CONDITIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY PROVIDED IN THIS AGREEMENT. THE CONDITIONS, REPRESENTATIONS AND WARRANTIES

EXPRESSLY SET OUT HEREIN ARE IN LIEU OF, AND PERFECTMIND EXPRESSLY DISCLAIMS, ALL CONDITIONS, WARRANTIES AND REPRESENTATIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING IMPLIED CONDITIONS, WARRANTIES OR REPRESENTATIONS IN RESPECT OF QUALITY, CONDUCT, PERFORMANCE, RELIABILITY, AVAILABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY USAGE OF TRADE, BY COURSE OF DEALING, BY COURSE OF PERFORMANCE, AT LAW, IN EQUITY, BY STATUTE OR OTHERWISE HOWSOEVER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9.4 Indemnification by PerfectMind. PerfectMind will indemnify and hold harmless Customer, and its officers, employees and agents (collectively, in this §9.4, the "**Indemnified Persons**"), from and against any and all Claims brought or made against, or incurred by, the Indemnified Persons, or any one of them, arising out of a claim by a third party that the Platform or the Work Product infringes the Intellectual Property Rights of a third party enforceable in Canada or the United States.

9.5 Exception to PerfectMind Indemnity. Notwithstanding §9.4, PerfectMind will not be required to defend or indemnify any Indemnified Person if, and to the extent that, the Claim would not have arisen but for (a) any Indemnified Person's combination of the Platform or Work products with software, services or products not supplied by PerfectMind, (b) any breach by an Indemnified Person of any provision of this Agreement, or (c) any refusal by the Indemnified Person to use a non-infringing version of the Platform or the Work Product offered by PerfectMind under §9.7.

9.6 Indemnification by Customer. Customer will indemnify and hold harmless PerfectMind and its officers, employees and agents (collectively, in this §9.6, the "**Indemnified Persons**"), from and against any and all Claims brought or made against, or incurred by, the Indemnified Persons, or any one of them, arising out of a claim by a third party that Customer Data, or Customer use of Customer Data (a) infringes the Intellectual Property Rights of a third party, or (b) is inappropriate, profane, defamatory, infringing, obscene or indecent or otherwise breaches any Applicable Law.

9.7 Additional Infringement Obligations. If PerfectMind receives any knowledge of any Claim in respect of §9.4 or any circumstances in which a Claim in respect of such provision is threatened or reasonably anticipated, it will, as soon as reasonably practicable, (a) procure, at its expense, the right for Customer to use the Platform or the Work Product, as the case may be, or such infringing part thereof; (b) replace, at its expense, the Platform or the Work Product, as the case may be, or such infringing part thereof, with material of comparable functionality that does not breach this Agreement; (c) if the removal of such infringing part of the Platform or the Work Product, as the case may be, would not be a breach of this Agreement, remove such infringing part of the Platform; or (d) terminate this Agreement and refund to Customer a *pro rata* portion of the Platform use fees prepaid by Customer for the period during which the Agreement is terminated.

9.8 Conduct of Indemnities. Each party acknowledges that the indemnifying party will be given complete authority for the defence or settlement of Claims indemnified hereunder, on the understanding that, in all events, the indemnified party will have the right (at its own

expense) to participate in such defence or compromise through counsel of its choosing. An indemnifying party's obligations to provide an indemnity hereunder will be conditional upon (a) the indemnified party notifying the indemnifying party as soon as reasonably practicable after receiving notice of a Claim, (b) the indemnified party providing such information and assistance as reasonably requested by the indemnifying party, and (c) the indemnified party not compromising or settling the Claim without the indemnifying party's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed.

9.9 EXCLUSION AND LIMIT OF LIABILITY. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER AND HOWEVER CAUSED, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, INCLUDING (WITHOUT LIMITATION) LOSS OF PRODUCTION, LOSS OF OR CORRUPTION TO DATA, LOSS OF PROFITS OR OF CONTRACTS, LOSS OF BUSINESS, LOSS OF MANAGEMENT OR OPERATION TIME AND LOSS OF GOODWILL OR ANTICIPATED SAVINGS, EVEN IF THE PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF OR COULD HAVE FORESEEN SUCH CLAIMS. THE ENTIRE LIABILITY OF EACH PARTY TO THE OTHER PARTY FOR DIRECT DAMAGES FROM ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION OR THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF A FUNDAMENTAL TERM, FUNDAMENTAL BREACH OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE FEES ACTUALLY PAID TO PERFECTMIND BY CUSTOMER DURING THE THREE (3) MONTHS PRECEDING THE CIRCUMSTANCES IN WHICH SUCH LIABILITY ARISES (EXCEPT THAT NOTHING IN THIS PROVISION WILL LIMIT CUSTOMER'S OBLIGATION TO PAY THE FEES PROVIDED IN PART 4 TO PERFECTMIND).

9.10 Exclusive Remedy. This Part 9 states PerfectMind's sole liability to Customer, and Customer's exclusive remedy against PerfectMind for any type of Claim described in Part 9.

PART 10—GENERAL

10.1 Internal Escalation of Disputes. Any controversy, claim or dispute (**"Dispute"**) arising out of or related to this Agreement, including, without limitation, Disputes covering the performance of the parties' obligations or the interpretation of the terms and conditions of this Agreement or applicable fees or payments, shall be dealt with as follows: Each Dispute initially shall be brought for resolution before a committee consisting of two (2) representatives of each of the parties- the project manager and the Account Manager from PerfectMind and the project manager and a person with a position equivalent to Account manager from Customer. If the committee is unable to resolve a Dispute within ten (10) working days, then the Dispute shall be escalated to a separate committee consisting of one (1) officer of each party – the Director of Customer Service from PerfectMind and an officer of equivalent position from Customer. If this second committee is unable to resolve the Dispute within ten (10) working days, then the Dispute shall be escalated to another separate committee consisting of two (2) executive officers of each party – the CEO and the COO of PerfectMind and two executive officers with equivalent positions with Customer. Members of each committee shall act reasonably and good faith and attempt to resolve the dispute amicably.

10.2 Arbitration. If the committee of executive officers is unable to resolve the Dispute within fifteen (15) working days then either party may refer the Dispute to formal arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Either party may refer a Dispute to arbitration by serving written notice of its intention to arbitrate. Arbitration of the Dispute shall be conducted by a single arbitrator to be mutually agreed to by the parties within five (5) working days following the referral of the Dispute to arbitration. The arbitrator shall have substantial experience in arbitrating business disputes involving information technology matters, including contractual disputes. If the parties are unable to mutually agree upon an arbitrator, either party may apply to a court of competent jurisdiction for the appointment of such arbitrator. Each of the parties agrees to co-operate promptly and fully with the other party with respect to all aspects of arbitration including, without limitation, appointment of the arbitrator and compliance with any requests or orders of the arbitrator. All arbitration shall take place in Vancouver, British Columbia, Canada. All arbitration shall be conducted in the English language. Each party shall pay an equal share of the costs of any arbitration. Any award of the arbitrator shall be final and binding on the parties. .

10.3 Marketing. PerfectMind may use Customer's name, with an accurate reference to Customer's use of the Platform, in PerfectMind's marketing materials or on PerfectMind's website, with a link to Customer's website.

10.4 Notice. Any notice required or permitted to be given hereunder will be in writing and may be given by personal services, including by courier, or by facsimile if confirmed on the same day, or in writing by registered airmail, with postage prepaid to the following:

If to PerfectMind:
PerfectMind Inc.
504-4190 Lougheed Highway
Burnaby, BC, V5C 6A8
Fax:

Attention: Nima Jazbi – VP of Sales

If to Customer:
The City of Duncanville
203 East Wheatland Rd.
Duncanville TX. 75116

Fax: _____

Attention: Tyler Agee & City Management Team

Any notice given by personal delivery (including courier) will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by facsimile, on the day of transmittal thereof if given during the normal business hours of the recipient on a business day, and on the business day during which such normal business hours next occur if not given during such hours.

10.5 **Assignments**. This Agreement may not be assigned by either party without the prior written approval of the other party, such approval not to be unreasonably withheld or delayed, but may be assigned by PerfectMind to (i) a parent, subsidiary or affiliate; (ii) an acquirer of assets; or (iii) a successor by merger, on written notice to Customer. Any purported assignment in violation of this section shall be void.

10.6 **Applicable Law**. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, without reference to conflict of laws principles, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Platform shall be subject to the jurisdiction of the courts of British Columbia, Canada, to which the parties hereby irrevocably attorn.

10.7 **Force Majeure.** Neither party shall be liable for damages for any delay or failure of delivery arising out of an event of Force Majeure.

10.8 **Waivers**. No right under this Agreement will be deemed to be waived except by notice in writing signed by the party waiving its right, and any such waiver will not prejudice its rights in respect of any subsequent breach of this Agreement by the other party. Any failure by a party to enforce any clause of this Agreement or right contained in it, or any forbearance, delay or indulgence granted by a party to the other party, will not be construed as a waiver of the first-mentioned party's rights under this Agreement.

10.9 **No Presumption.** No presumption shall operate in favour of or against any party hereto as a result of any responsibility that any party may have had for drafting this Agreement.

10.10 **Enurement**. This Agreement will enure to the benefit of and be binding upon the parties and their successors, trustees, permitted assigns and receivers.

10.11 **Injunctive Relief**. Each party acknowledges and agrees that a breach by it of the provisions of this Agreement relating to Confidential Information, Intellectual Property Rights, or restrictive obligations may result in immediate and irreparable harm to the other party for which compensation would be an inadequate remedy. Accordingly, each party acknowledges and agrees that the other party may seek, as a matter of right and without the necessity of establishing the inadequacy of monetary damages, injunctive or other equitable relief to prevent or remedy such conduct from any court of appropriate jurisdiction.

10.12 **Entire Agreement**. This Agreement together with any applicable Statement of Work constitutes the entire Agreement between the parties and supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing. In connection therewith, no terms or conditions stated in any Customer purchase order or other order or documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null and void, notwithstanding any provision therein.

10.13 **Amendments**. This Agreement may not be amended except by written instrument signed by an authorized representative of both parties.

10.14 **Severability**. If any term or provision of this Agreement will be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same will not affect the other terms or provisions hereof or the whole of this Agreement, but such terms or provisions will be deemed modified to the extent necessary in the court's opinion to render such terms or provisions enforceable, and the rights and obligations of the parties will be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

10.15 **Relationship of the Parties**. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

10.16 **No Third-Party Beneficiaries**. There are no third-party beneficiaries to this Agreement.

10.17 **Counterparts**. This Agreement may be signed in as many counterparts as may be necessary, each of which so signed will be deemed to be an original and each copy sent by

electronic facsimile transmissions will be deemed to be an original, and such counterparts *first above written.

PART 11—COOPERATIVE PURCHASING

11.1 Cooperative Purchasing. Upon consent of PerfectMind, this Agreement may be used for permitted cooperative procurement by any public or municipal body, entity, agency, or institution. If authorized, and in order to forego a related entity RFP or similar competitive bidding processes (unless prohibited by applicable law), this Agreement may be extended to such other entities indicated above for the procurement of similar products and/or services provided to Client herein and at fees in accordance with this Agreement unless separately negotiated between such other entities and PerfectMind. Further related entities participating in a cooperative procurement process shall place their own order directly with PerfectMind and will fully and independently administer their use of this Agreement to include such contractual obligations as those entities and PerfectMind deem appropriate without direct administration from the original Client.

IN WITNESS WHEREOF the parties have executed this Agreement with effect as of the date first above written.

PERFECTMIND INC.	**The City of Duncanville TX.**
Per: _____ (Signature of PerfectMind Authorized Signatory)	Per: _____ (Signature of Customer Authorized Signatory)
Name: Nima Jazbi (Please Print PerfectMind Signatory's Name)	Name: Doug Finch (Please Print Customer Signatory's Name)
Title: VP Operations (Please Print PerfectMind Signatory's Title)	Title: City Manager (Please Print Customer Signatory's Title)

EXHIBIT A

Platform Use fees

PLATFORM

The fees for the Platform use will be as follows:

Year One (from October 1, 2025, to Sept. 30, 2026):	$12,000
Year Two (from October 1 2026 , to Sept 30, 2027):	$12,000
Year Three (from October 1 2027, to Sept 30, 2028):	$12,000
Year Four (from October 1 2028, to Sept 30, 2029):	$12,000
Year Five (from October 1 20209 to Sept 30, 2030):	$12,000

MOBILE APP

The fees for the Mobile App use will be as follows:

Year One (from October 1, 2025, to Sept. 30, 2026):	$8,000
Year Two (from October 1 2026 , to Sept 30, 2027):	$8,000
Year Three (from October 1 2027, to Sept 30, 2028):	$8,000
Year Four (from October 1 2028, to Sept 30, 2029):	$8,000
Year Five (from October 1 20209 to Sept 30, 2030):	$8,000

EXHIBIT B

Statement of Work

Scope/Project Management and Planning

PerfectMind will be responsible for planning and managing the project, using best practices generally recognized as good project management methodology, and designating a Project Manager for the project, who will be responsible for:

- Adherence to the project scope and schedule
- Management of work activities including system design and installation, system configuration, data conversion, testing and quality assurance, administrator and end-user training, and go-live support
- Coordination of resources, work sessions, and training
- Communications
- Managing project issues and issue tracking
- Status reports
- Available for status calls to provide updates
- Working with the designated Customer project manager
- Deliverable acceptance and sign-off

The frequency and other details of status reports will be agreed upon during the discovery phase. In addition to the Project Manager, PerfectMind will assign appropriate staff to complete the deliverables described in this Statement of Work, including at minimum: system installation, software configuration, data conversion, testing, administration and end-user training and go-live support.

Timeline

Customer is planning to implement the solution with the following estimated timeline. PerfectMind is expected to recommend an overall implementation plan and timeline based on their experience with implementations of similar scope and complexity.

SEPTEMBER 30, 2024	Contract Signature
TBD	Project kick off (Milestone 1)
TBD	Project Initiation (Milestone 2)
TBD	Software Configuration and Training (Milestone 3)
TBD	Power User Training (Milestone 4)
TBD	User Acceptance Testing (Milestone 5)
TBD	Go-Live (Milestone 6)

Technical Requirements

PerfectMind will provide a SaaS solution. The only requirement for operating and using the proposed solution will be broadband internet connection and access to the internet via a web browser with all standard browsers being supported (recommended browsers will be communicated to Customer during the implementation phase).

Customer Testing

PerfectMind will develop a test plan for Customer that covers system and functional, testing. After all of the components of the system have been completed, Customer will conduct system and functional testing. Customer will report any defects to PerfectMind immediately for correction. If any defects are found, PerfectMind will provide a plan to achieve acceptance or to make corrections or replacements.

Training

PerfectMind will provide full training to system administrators and trainers (number of system administrator and trainers to be determined at the discretion of Customer). PerfectMind will develop a training plan for Customer to fully prepare the system administrators to support the system. The training plan will include:

- In-depth understanding of the system functionalities, including:
  - Security Settings
  - Workflow Development
  - Report Development
  - Software Configuration
- A review of best practices in the configuration and use of the system.
- Training sessions on different modules of the system, including:
  - Contact/Account Management
  - Store/Point of Sale Training
  - Membership Management
  - Attendance Tracking
  - Billing Management
  - Activity/Program Registration
  - Facility Rental
  - Appointments and Private Lesson scheduling
  - Marketing
  - Staff Management
  - Accounting
  - Document Template creation and configuration
- Troubleshooting

PerfectMind will provide technical assistance to Customer's IT staff on the operation of the system. PerfectMind will investigate and troubleshoot any technical issues with the system that Customer's IT staff report to PerfectMind.

Post-live Support

PerfectMind will provide full application support during the week of go-live. PerfectMind's project team will be available to provide go-live and post go-live support. The resource(s) will be accessible by phone and email to the system administrators.

Future Services

The ability to provide the services/products in this section may be required in the future. Customer may request to add similar services or products in the future, including but not limited to:

- New features or;
- Features that were identified as Custom
- Additional Reports

and such similar services and products will be provided by PerfectMind upon PerfectMind and Customer negotiating and entering into Statements of Work providing for same.

Deliverables and Service Acceptance

Customer designee will formalize the acceptance of the service via written acceptance of the following acceptance forms:

ACCEPTANCE FORM A – PROJECT KICKOFF (MILESTONE 1)

Purpose

The purpose of this Acceptance Form is to confirm that the project kickoff has occurred, and the following deliverables have been met.

Deliverables

- Contract signature and execution
- Project kickoff meeting occurred
- Discovery Q&A Document sent to customer
- Live Production environment has been created and URL given to customer

The work was completed on _____ and accepted by the Customer.

(Customer): _____ Date: _____

Title: _____

PerfectMind: _____ Date: _____

Title: _____

ACCEPTANCE FORM B – PROJECT KICKOFF (MILESTONE 2)

Purpose

The purpose of this Acceptance Form is to confirm that the project initiation has occurred the following deliverables have been met.

Deliverables

- Discovery Q&A Document completed, which consists of a review of existing business processes which may include the following:
    - Activity Registration overview
    - Facility Booking overview
    - Membership Management overview
    - Point of Sale overview
    - Marketing overview
    - Accounting overview

  The Discovery phase may involve multiple meetings and communications to clarify and assist PerfectMind in understanding the above areas further.
- Project plan and timelines created
- PerfectMind Community Portal Access enabled
- Aha Idea Access enabled

The work was completed on _____ and accepted by the Customer.

(Customer): _____ Date: _____

Title: _____

PerfectMind: _____ Date: _____

Title: _____

ACCEPTANCE FORM C – SOFTWARE CONFIGURATION AND TRAINING (MILESTONE 3)

Purpose

The purpose of this Acceptance Form is to confirm that the software configuration and training is complete, and the following deliverables have been met.

Deliverables

- PerfectMind has provided all configuration training sessions as described in Phase 3 of the project plan
- Overview of system default security permission profiles
- Training on system reports and how to create custom reports

The work was completed on _____ and accepted by the Customer.

(Customer): _____ Date: _____

Title: _____

PerfectMind: _____ Date: _____

Title: _____

ACCEPTANCE FORM D – POWER USER TRAINING (MILESTONE 4)

Purpose

The purpose of this Acceptance Form is to confirm that power user training is complete, and the following deliverables are met.

Deliverables

- Power users have been trained on all aspects of the end user experience and can complete tasks within the system
- Power User Training materials have been provided

The work was completed on _____ and accepted by the Customer.

(Customer): _____ Date: _____

Title: _____

PerfectMind: _____ Date: _____

Title: _____

ACCEPTANCE FORM E – USER ACCEPTANCE TESTING (MILESTONE 5)

Purpose

The purpose of this Acceptance Form is to confirm that user acceptance testing has been completed by the client, and the following deliverables are met.

Deliverables

- A document of standard recreation business scenarios has been provided to customer for testing
- Customer has completed end to end testing of all business processes which include the internal and external (member portal) access
- Customer confirming end users have been trained by the project team or power users
- Customer has completed end to end payment processing testing
    - Payments and refunds successfully processed, and confirmation of funds deposited to organization's bank account
    - Each payment type accepted has been tested

The work was completed on _____ and accepted by the Customer.

(Customer): _____ Date: _____

Title: _____

PerfectMind: _____ Date: _____

Title: _____

ACCEPTANCE FORM F – GO-LIVE (MILESTONE 6)

Purpose

The purpose of this Acceptance Form is to confirm that the system is ready for go-live, and the following deliverables are met.

Deliverables

- The production environment is officially and formally available to staff and member users.

The work was completed on _____ and accepted by the Customer.

(Customer): _____ Date: _____

Title: _____

PerfectMind: _____ Date: _____

Title: _____

Fee Payment Schedule

Schedule Target Dates	Milestones & Deliverable	Subscription	Implementation	Payment Date
Feb 3rd 2025	**Upon signing of the agreement** • Contract Signature and Execution • Payments due:		$2,000	Upon signing of the Agreement
Oct 1st 2025	**Project Kick off (Milestone 1)** • Planning of the project kick off/discovery session • Resourcing and Scheduling for the discovery phase • Preliminary review of the requirements by the project team prior to the first meeting • Creation of the live production environment	$20,000 Includes Mobile App	$11,200	Upon completion of Acceptance Form A
TBD	**Project Initiation (Milestone 2)** • Discovery phase • Project work breakdown structure • Initiation of tasks listed under "Scope/Project Management and Planning"			Upon completion of Acceptance Form B
TBD	**Software Configuration and Training (Milestone 3)** • Application configuration and setup • Security and roles configuration • Setup workflows and business rules • Configuration and creations of the reports			Upon completion of Acceptance Form C
	Data Conversion Acceptance Testing (Optional/Professional Services) • Data Conversion			

TBD	**Power User Training (Milestone 4)** • System administrators have been trained on all aspects of system configuration, individual and role-based security profiles, enterprise silo security settings and configurations, document template creation, and report queries and changes. • System administrators are able to complete new configuration items with minimal assistance from PerfectMind. • End users have been trained on all aspects of the system and can complete tasks within the system. • Training materials and online learning center access have been delivered			Upon completion of Acceptance Form D
TBD	**User Acceptance Testing (Milestone 5)** • System functions • Work flows and business rules • Reports			Upon completion of Acceptance Form E
TBD	**Go-live (Milestone 6)** The system is pushed to the Production environment.			Upon completion of Acceptance Form F
Total		$20,000 Includes Mobile App	$13,200	

The above fees do not include any travel, living or any other out-of-pocket expenses incurred by PerfectMind in providing on-site Professional Services. Customer will pay PerfectMind a flat rate of $700 per day per PerfectMind employee or subcontractor who provides on-site Professional Services to Customer to cover accommodation, meal, local transportation and other out-of-pocket expenses, except travel (airfare) expenses. Customer will reimburse PerfectMind for all reasonable travel (airfare) expenses incurred by PerfectMind's to send its employees and subcontractors to Customer's site. All such travel (airfare) expenses for which PerfectMind seeks reimbursement will be supported by documentation in a form reasonably acceptable to the Customer.

EXHIBIT C

PerfectMind Rate for Professional Services

Optional Services	Unit Price	Description
Importation of Data	$250/hr	Upon termination of this Agreement, PerfectMind shall supply to Customer a basic export of the complete data in a format suitable for importation. Anything beyond will be charged at this rate.
Professional Services	$250/hr	Services outside the agreed to Statement of Work that requires additional resourcing to accommodate Customer's requests (other than development/programming).
Integration to third party software	$350/hr	Processing Integration with the Customer's preferred payment processor.
Training	$250/hr	Any future additional training requested outside the Statement of Work.
Development	$350/hr	Services outside the agreed to Statement of Work that requires additional development (programming).

The above fees do not include any travel, living or any other out-of-pocket expenses incurred by PerfectMind in providing on-site Professional Services. Customer will pay PerfectMind a flat rate of $700 per day per PerfectMind employee or subcontractor who provides on-site Professional Services to Customer to cover accommodation, meal, local transportation and other out-of-pocket expenses, except travel (airfare) expenses. Customer will reimburse PerfectMind for all reasonable travel (airfare) expenses incurred by PerfectMind's to send its employees and subcontractors to Customer's site. All such travel (airfare) expenses for which PerfectMind seeks reimbursement will be supported by documentation in a form reasonably acceptable to the Customer.

EXHIBIT D

Service Levels

1. Platform Uptime.

The Platform will achieve a system uptime performance level of 99.9% during the Operation Hours on an annual basis inclusive of any downtime caused by the underlying telecommunication services provider. In this Exhibit, "Operation Hours" means 6 am to midnight Pacific Time, seven days a week.

PerfectMind will only be responsible for its Platform uptime performance levels and will not be responsible for any failure due to a failure of Customer's system(s) or a Force Majeure event as described in this Agreement, and such failures shall not be counted against PerfectMind's required system uptime performance levels.

PerfectMind may, upon not less than seven (7) days' prior written notice to Customer, which may be email notification, cause the Platform to be unavailable for a period of time not to exceed 12 consecutive hours ("Planned Maintenance"). Planned Maintenance will be performed during the Maintenance Window, and not more than once per week, unless any such Planned Maintenance is a result of urgent events outside of PerfectMind's direct control in which case PerfectMind will provide as much notice as is practicable. Planned Maintenance will apply against PerfectMind's required uptime performance level unless (i) it is conducted during the Maintenance Window; or (ii) it is as result of remedial work necessary to address a material defect with third party software such as Microsoft® operating system or SQL server. In this Exhibit D, "Maintenance Window" means between 12:01 am and 6:00 am Pacific Time on any day.

2. Technical Support.

Following the reporting of a problem by Customer's technical support personnel either via phone call or email PerfectMind's technical support, PerfectMind will respond to the problem in accordance with the incident level and provide a fix to the problem all in accordance with the table set forth below:

24x7x365 Technical Support		
Description	**Response time**	**Resolution Time**
Customer report an incident via phone, email, or chat	A live agent will immediately discuss the issue with Customer	**85%** of the incidents are currently addressed on the first call
The initial call requires escalation to Level II	The initial call will be transferred to a Sr. live agent to further discuss the incident with the customer	**95%** of the escalated calls to level II are addressed within the first call
The escalated call to Level II requires escalation to the Development team	Level II agent create a case for the development team to further investigate the incident	**Resolution time will follow the SLA table below**

Service Level Agreement		
Incident Level	**Description**	**Resolution Time**
Critical	This incident level is attained when the following conditions are met: - Complete inability to use the Platform; or - A reoccurring temporary inability to use the Platform	Within the **same business day**
High	This incident level is attained when the following conditions are met: - A significant degradation of the significant features or functions available or the Platform - Recent modifications to the Platform cause some significant features or functions to operate inconsistently	Within **24 hours**
Low	This incident level is attained when the following conditions are met: - A minor degradation of some significant features or functions; or - A degradation of some secondary features or function occurs	These issues will be reviewed and prioritized according to the severity of the issue. An accurate estimate will be provided to the customer within a week after the incident is reported

EXHIBIT E

Platform Features and Functionalities

PerfectMind's Platform will include the following features and functionalities:

- **Built-In Reporting Engine**
  A built-in reporting engine to help the customer to create reports.
- **Integrated Workflow Engine**
  Generate workflows to streamline your team's processes and communications
- **Business App Store**
  PerfectMind is adaptable through our community-driven App Store.
- **Open API**
  Having access to an adaptable integration with external apps allows fluid interconnectivity and collaboration across platforms
- **Data Security, Auditing and Permissions**
  The ability to control app-level access, user auditing, user time limits, specific IP access, as well as group- and role-based data permissions.
- **Multi-Site Management & Reporting**
  To allow client to manage multiple sites from one account.
- **24/7 Customer Service**
  PerfectMind provides 24x7 operation support using live agents/chat/email.

Recreation Management Features:

- **Facility booking and Scheduling**
  PerfectMind booking takes care of conflict and contract management, recurring bookings, equipment and rental inventory, capacity management and more. Your staff and your members can schedule events online or on-site. PerfectMind lets you manage facility dependencies, availability, and multiple rates. Customers can book using desktop, tablet or mobile devices on all popular web browsers.
- **Membership Management**
  This allows you to manage families, multiple memberships, and related contacts.
- **Document Management**
  You can create, save, print, upload and manage your documents for your organization in the cloud. Sign waivers, contracts, and other documents electronically with a digital signature and store them safely in the cloud.
- **Staff Management**
  You can view all your staff schedules in one master calendar. PerfectMind provides your staff with the ability to make their own schedule and to adjust availability for vacations and time off. Manage staff wages, commissions, hours, availability and much more. Restrict access permissions for users and groups to improve security.
- **Activity Registration**
  Online or on-site registration for all types of bookings including courses, private lessons, drop-in and flexible registrations to accommodate your needs. Intelligent conflict management gives you the flexibility to readily make changes to events.

- **POS and Inventory Management**
  To sell products, service or event online or on-site using cutting-edge features within inventory and sales management. Track purchase orders and inventory.
- **Attendance Tracking and Check-in**
  Allow customers to scan or check themselves in at the front desk using a kiosk, or manually check-in with a staff member. Improve retention with live class statistics, and much more. Guest check-ins allow for quick processing to non-members or during busy periods.
- **Calendar**
  Flexible, multi-functional calendar with drag-and-drop functionality to make changes and updates to events, activities and facility booking. You can also view multiple facilities, locations and courses.
- **Marketing**
  A built-in, fully-functional email solution replaces the need for any additional email applications so you can streamline your marketing for programs, campaigns, and personalized operation emails. Increase signups and enrollments using loyalty and referral programs. You can also have access to simple and customizable landing pages and lead-capture forms.
- **Task Management**
  To schedule automated and recurring tasks with alerts to stay up-to-date, organized and focused. Set reminders based on predefined or custom triggers
- **Reports**
  PerfectMind's built-in reporting engine enables you to create, customize and run reports. Create and schedule custom financial, attendance, utilization, and marketing reports all from the same interface. View real-time analytics and historical data in tabular or graphical format. All reports can be exported for use in a third-party application.
- **Account management**
  To keep track of your clients and contacts including organizations and families

TEXAS ADDENDUM TO Rec Software - Xplor AGREEMENT
CONTRACT NUMBER 25- V5C 6A8

This addendum to the **ORIGINAL AGREEMENT with Perfect Mind ,Inc** hereinafter referred to as "CONTRACTOR", with offices located at **504-4190 Lougheed Highway, Burnaby, BC, V5C 6A8** and is legally authorized to do business in the State of Texas, and the **City of Duncanville** ("CITY"), a Texas home rule municipal corporation, hereinafter referred to as "CITY", with offices located at 203 East Wheatland, Duncanville, Texas 75116, to be effective upon approval of the Duncanville City Council and subsequent execution of this Contract by the Duncanville City Manager or the duly authorized designee.

This Agreement amends and modifies the Original Agreement ("**Original Agreement**") dated **Februrary 3, 2025,** made and entered into by the parties. The following terms and conditions are added to the Original Agreement, and should a conflict arise between any of the contract documents, the terms and conditions of the addendum shall take precedence over any and all contract documents to the extent of such conflict exist. All other provisions of the Original Agreement remain in full force and effect, other than any provision added or modified by addendum.

1. Invoices

A. The CONTRACTOR shall submit invoices for services or goods rendered and completed. Invoices shall be emailed to the CITY's Accounts Payable Department at accountspayable@duncanville.com with a proforma copy to the City's designated project manager or departmental point-of-contact. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The CONTRACTOR agrees that there shall be no additional charges, surcharges, or penalties to the CITY for payments made by credit card or electronic funds transfer.

B. Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number, if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized. The CONTRACTOR's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the CITY. Unless otherwise instructed in writing, the CITY may rely on the remittance address specified on the CONTRACTOR's invoice.

C. Invoices for labor performed outside of the scope and but previously agreed to by the City with a written change order, shall be listed on the monthly invoice as a separate item. Invoices for labor shall include a copy of all timesheets with labor rate and deliverables clearly identified. Invoices shall also include a tabulation of work hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked.

D. Unless otherwise expressly authorized in the Contract, the CONTRACTOR shall pass through All Subcontractor and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or CITY sales taxes must not be included in the invoiced amount. The CITY will furnish a tax exemption certificate upon request.

2. Payment

The CITY may withhold or set off the entire payment or part of any payment otherwise due the CONTRACTOR to such extent as may be necessary on account of:

A. third party claims, which are not covered by the insurance which the CONTRACTOR is required to pay provided the City receives notification of a valid claim or reasonable evidence indicating probable filing of such claims.
B. failure of the CONTRACTOR to pay Subcontractors, or for labor, materials or equipment; damage to the property of the CITY or the CITY's agents, employees, or contractors, which is not covered by insurance required to be provided by the CONTRACTOR;
C. reasonable evidence that the CONTRACTOR's obligations will not be completed within the time specified in the Agreement, and that the unpaid balance would not be adequate to cover actual or damages for the anticipated delay;
failure of the CONTRACTOR to submit proper invoices, with all required attachments and supporting documentation; or
D. failure of the CONTRACTOR to comply with any material provision of the Agreement or perform the project in a satisfactory manner.
E. any sums owed to the CITY, for any reason including delinquent taxes.

Payments shall be made within 30 days of receipt of invoice by CITY, unless disputed by the CITY. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

3. Termination

The CITY may suspend or terminate this Contract for cause or without cause at any time by giving written notice to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services, and CONTRACTOR will immediately terminate placing orders or entering into contracts for assistance, supplies, facilities, or material in connection with this contract and shall proceed to cancel promptly all existing contracts insofar as they are related to this contract. In the event suspension or termination is-without cause, payment to CONTRACTOR, in accordance with the terms of this Contract, will be made on the basis of goods or services reasonably determined by the CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all goods or services to the CITY. Should the CITY require a modification of this Contract with CONTRACTOR, and in the event the CITY and the CONTRACTOR fail to agree upon a modification to this Contract, the CITY shall have the option of terminating this Contract and the CONTRACTOR's services hereunder at no additional cost other than the payment to the CONTRACTOR, in accordance with the terms of this Contract, for the goods or services reasonably determined by CITY to be properly performed by CONTRACTOR prior to such termination date.

4. Insurance

A. CONTRACTOR shall provide and maintain Workman's Compensation and Employer's Liability Insurance for the protection of CONTRACTOR's employees, as required by law. CONTRACTOR shall also provide and maintain in full force and effect during the term

of this Contract, insurance (including, but not limited to, insurance covering the operation of automobiles, trucks and other vehicles) protecting CONTRACTOR and CITY against liability from damages because of injuries, including death, suffered by any person or persons other than employees of CONTRACTOR, and liability for damages to property, arising from or growing out of CONTRACTOR's operations in connection with the performance of this Contract.

B. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than Two Million Dollars ($2,000,000.00) for one (1) person, and not less than Two Million Dollars for any one (1) occurrence. Insurance covering damages to property shall be in the sum of not less than Two Million Dollars ($2,000,000.00) for any one (1) occurrence, and Two Million Dollars ($2,000,000.00) aggregate.

A signed Certificate of Insurance, satisfactory to CITY, showing compliance with the requirements of this Section shall be furnished to CITY before any services are performed under this Contract to:

CITY of Duncanville
Attn: Chief Procurement Officer
PO Box 380280
Duncanville, TX 75138
(972) 780-5058
purchasing@duncanvilletx.gov

All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least **"A" by AM Best** or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the CITY.

5. Indemnification for Injury and Performance

CONTRACTOR hereby agrees to protect, defend, indemnify, and hold harmless the CITY, its officers, agents, servants, and employees (hereinafter individually and collectively referred to as "Indemnitees"), from and against suits, actions, claims, losses, liability, or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, omission or neglect of CONTRACTOR, its officers, employees, servants, agents or subcontractor's, or anyone else under CONTRACTOR's direction and control, and arising out of, occurring in connection with, resulting from or caused by the negligent performance or failure of performance of any work or services called for by this Contract, or from conditions created by the performance or non-performance of said work or services. In the event one or more of the Indemnitees is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, CONTRACTOR shall be obligated to indemnify CITY as provided herein in a proportionate basis in accordance with the final judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability.

The CONTRACTOR's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by CONTRACTOR under this agreement. This provision shall survive the termination of this agreement.

6. Jurisdiction, Venue, Applicable Laws

The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All Parties shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Contract. The laws of the State of Texas shall govern this Contract; and venue for any action concerning this Contract shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the CITY to seek and secure injunctive relief from any competent authority as contemplated herein.

7. Dispute Resolution

If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such a meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties; in which event the parties may proceed directly to mediation as described below.

If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the CITY and the CONTRACTOR agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Dallas County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The CITY and the CONTRACTOR will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to

represent them or otherwise assist them in the mediation.

8. Business Prohibitions and Requirements

A. Prohibition on Contracts with Companies Boycott of Israel

By executing this contract, CONTRACTOR verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

B. Transactions with an Abortion Provider or Affiliate

CONTRACTOR certifies that it is not an abortion provider nor an affiliate of such a provider as noted in Texas SB 22, codified in Texas Government Code Chapter 2272, and effective September 1, 2019. If this provision is violated by Contractor, Agreement and/or taxpayer resource transaction is voidable by CITY and Offeror agrees to defend and indemnify CITY against any action brought by the Office of the Attorney General for a violation of Section 2272.003. https://www.texasattorneygeneral.gov/abortion-provider-affiliate-transactions-prohibited#:~:text=Except%20as%20otherwise%20specified%20in,affiliate%20of%20an%20abortion%20provider.

C. Prohibition against doing business with Foreign Terrorist Organizations

By executing this contract, CONTRACTOR verifies that, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153, it does not appear on the Comptroller of the State of Texas listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization, as identified under Section 806.051, Section 807.051 or Section 2253.253, listing of companies.

D. Discrimination Against Firearm & Ammunition Industries

Vendor certifies and verifies that (1)neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (2) Vendor agrees that Vendor and Vendor Companies will not discriminate during the term of the contract against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 2274.For purposes of this Agreement, the term ""Discriminate against a firearm entity or firearm trade association" shall have the meaning defined in Texas Government Code Chapter 2274.

E. Boycotting of Energy Companies

Vendor certifies and verifies that it is not a company identified on the Texas Comptroller's list of companies known to boycott energy companies, as defined in Texas Government Code Chapter 809. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts energy companies and Vendor agrees that Vendor and Vendor Companies will not boycott energy companies during the term of this agreement pursuant to the provisions of Texas Government

Code Chapter 809. For purposes of this Agreement, the term "boycott energy company" shall have the meaning defined in the Texas Government Code Chapter 80.

F. Certificate of Interested Parties Electronic Filing (See Exhibit C)

No officer, employee, independent consultant, or elected official of the CITY who is involved in the development, evaluation, or decision-making process of the performance of any solicitation or contract shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation or proposal. Any violation of this provision, with the knowledge, expressed or implied, of the CONTRACTOR shall render the Contract voidable by the CITY. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the CITY of Duncanville may not enter into this contract unless the CONTRACTOR submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONTRACTOR submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission. CONTRACTOR will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908. https://www.ethics.state.tx.us/filinginfo/1295/

The CITY must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

9. Funding and Non-Appropriation Clause

The awarding or continuation of this agreement is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Agreement. CONTRACTOR recognizes that the continuation of any multi-year contract after the close of, or during, any given fiscal year of the CITY, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the CITY providing for or covering such contract as an expenditure therein. Should funding not be approved by the CITY Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any work performed to elate shall be paid.

The CITY shall provide the CONTRACTOR written notice of the failure of the CITY to make an adequate Appropriation for any fiscal year to pay the amounts due under the multi-year contract, or the reduction of any Appropriation to an amount insufficient to permit the CITY to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the CITY.

10. Right to Inspect/Audit Records

CONTRACTOR agrees that CITY shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of CONTRACTOR involving transactions relating to this contract. CONTRACTOR agrees that CITY shall have access during normal working hours to all necessary CONTRACTOR facilities and shall be provided with

adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. CITY shall give CONTRACTOR reasonable advance notice of intended audits no less than 3 business days. CONTRACTOR further agrees to include in subcontract(s), if any, a provision that any subcontractor or subcontractors agrees that CITY shall, until the expiration of one (1) years after final payment under any subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractors or subcontractors involving transactions to the subcontract and further, that CITY shall have access during normal working shall give the subcontractor's or subcontractors reasonable advance notice of intended audits no less than 3 business days.

11. Federal Work Authorization Affidavit and Employment Verification

The lmmigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. Department of Justice Form I-9. The CONTRACTOR warrants that the CONTRACTOR is in compliance with IRCA during the term of this contract with the CITY. The CONTRACTOR warrants that the CONTRACTOR has included or will include a similar provision in all written contracts with any Subcontractor(s) engaged to perform services under this Contract. The CONTRACTOR performs services for the CITY as a result of this Agreement and compensation for services may exceed the minimum set forth in Texas Government Code Section 2269.002, as amended from time to time. Pursuant to Texas Government Code Section 2269.002, for as long as this Agreement remains in effect, the CONTRACTOR will be registered with and participate in the federal work authorization program to verify the immigration status of newly hired employees ("E-Verify"). The CONTRACTOR shall complete and execute the Service Provider E-Verify Compliance Affidavit attached as **Exhibit D** to this Agreement, or a similar affidavit that meets the requirements of the law.

If the CONTRACTOR subcontracts any services described in this Agreement, The CONTRACTOR shall require the subcontractor to attest to its compliance with Texas Government Code Section 2269.002, as amended from time to time, and complete and execute the Subcontractor to a Service Provider E-Verify Compliance Affidavit attached as **Exhibit D.1** or a similar subcontractor affidavit that meets the requirements of the law. The CONTRACTOR shall maintain any completed affidavit and make a copy of it available to the CITY upon request. The CONTRACTOR shall ensure that any subcontractor E-Verify affidavit becomes a part of its agreement with the subcontractor.

12. Force Majeure

The CITY of Duncanville, any Customer, and the CONTRACTOR shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the CITY of Duncanville. In the event of an occurrence under this Section, the CONTRACTOR will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail, and the CONTRACTOR continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The CONTRACTOR shall immediately notify the CITY of Duncanville **Chief Procurement**

Officer by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

13. Confidentiality

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

14. Non-Waiver of Rights

Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

15. No Waiver of Sovereign Immunity

The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the CITY of Duncanville of any immunities from suit or from liability that the CITY of Duncanville may have by operation of law.

16. Confidentiality

In order to provide the deliverables to the CITY, CONTRACTOR may require access to certain of the CITY's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the CITY or its licensors consider confidential) (collectively, "Confidential Information"). CONTRACTOR acknowledges and agrees that the Confidential Information is the valuable property of the CITY and/or its licensors and

any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the CITY and/or its licensors. The CONTRACTOR (including its employees, subcontractor's, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the CITY or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the CONTRACTOR promptly notifies the CITY before disclosing such information so as to permit the CITY reasonable time to seek an appropriate legal remedy. The CONTRACTOR agrees to use protective measures no less stringent than the CONTRACTOR uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

17. Non-Publicity

City of Duncanville and Consultant agree not to disclose the existence or contents of this Contract to any third party without the prior written consent of the other party except: (a) to its advisors, attorneys or auditors who have a need to know such information, (b) as required by law or court order, (c) as required in connection with the reorganization of a party, or its merger into any other corporation, or the sale by a party of all or substantially all of its properties or assets, or (d) as may be required in connection with the enforcement of this Contract.

18. No Warranty by City Against Infringements

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

19. Performance of Services

The CONTRACTOR represents that all services to be provided to the City of Duncanville under the Contract will be fully and timely performed with the professional skill and care ordinarily provided by competent professionals practicing under the same or similar circumstances and as may be applicable professional license and all applicable Federal, State, and local laws, rules, or regulations. The CONTRACTOR makes no warranty, express or implied, as to its professional services rendered under this agreement.

20. Byrd Anti-Lobbying Act Requirements

The CONTRACTOR hereby certifies, for contracts exceeding $100,000, that no federal appropriated funds from this contract shall be used to pay any person or organization for influencing or attempting to influence an officer, or employee of any Local, State, or Federal agency, or a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, loan, grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement, or any other award cover by 31 U.S.C. 1352.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit **Standard Form-XXX, "Disclosure Form to Report Lobbying**," in accordance with its instructions.

21. Clean Air Act Requirements

In accordance with the provisions of the Federal Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended, for contracts in excess of $150,000, the CONTRACTOR certifies that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

22. Solid Waste Disposal Act

In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule, meeting contract performance requirements; or at a reasonable price. The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

23. Claims

If any claim, demand, suit, or other action is asserted against the CONTRACTOR which arises under or concerns the Contract, or which could have a material adverse effect on the CONTRACTOR's ability to perform thereunder, the CONTRACTOR shall give written

notice thereof to the CITY within ten (10) calendar days after receipt of notice by the CONTRACTOR. Such notice to the CITY shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the Duncanville Chief Procurement Officer. Personal delivery to the CITY is defined in the Notices section.

24. Compliance with the Copeland Anti-Kickback Act

The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

25. Prohibition on Contracting for Covered Telecommunications Equipment or Services

The CONTRACTOR shall comply with Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 which prohibits the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. Provided Technology is procured through this Contract, the CONTRACTOR shall be required to complete and submit Federal Form NDAA-899.

26. SAM.gov Registration.

CONTRACTOR must have an active registration with the System for Award Management (www.SAM.gov) AND have been cleared (not suspended or debarred). Provide proof of SAM.gov registration along with your submission of SAM.gov registration must be submitted to the City of Duncanville Chief Procurement Officer.

27. Historically Underutilized Business Requirements

If the awarded Contractor is a prime contractor and is permitted by the City to use subcontractors, the following affirmative steps are required of the prime contractor:

Placing qualified small and minority businesses and women's business enterprises on

- solicitation lists.
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, and the State of Texas Historically Underutilized Businesses Program.

- **If you need assistance, you can contact the local MBDA Center in the DFW Area or choose the one closest to your community. Please use the following link: https://www.mbda.gov/mbda-programs.**

29. Pass Down Language Requirement

Provided the CONTRACTOR utilizes any subcontractors in performing this contract, the CONTRACTOR shall require the subcontractor to adhere to and comply with the terms and conditions of this Contract by incorporating such into a written contract between the CONTRACTOR and the subcontractor.

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS CONTRACT, SUCH A PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS CONTRACT. THIS CONTRACT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF DRAFTING OR PREPARATION HEREOF.

This Contract may be executed in multiple counterparts, including by fax or email, each an original, but all considered part of one Contract. The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed original for all legal purposes. IN WITNESS WHEREOF, the parties of these presents have executed this contract in the year and day first above written.

CITY OF DUNCANVILLE, TEXAS	**CONTRACTOR / PerfectMind Inc (DBA Xplor Recreation)**
Signature	**Signature**
Doug Finch, City Manager	**Nima Jazbi / Vice-President, Operations**
Date	Oct 23, 2024 **Date**
972-780-5058 **Phone Number**	778-881-6804 **Phone Number**
purchasing@duncanvilletx.gov **Email Address**	nima.jazbi@xplortechnologies.com **Email Address**

TEXAS ETHICS COMMISSION CERTIFICATE NUMBER_____

Exhibit A – Conflict of Interest Form

NOTICE TO VENDORS AND INSTRUCTIONS FOR CONFLICT-OF-INTEREST QUESTIONNAIRE

H.B. 914, passed during the 2005 Texas legislative session, became effective on January 1, 2006. The bill enacts Local Government Code Chapter 176. That bill requires a vendor that wishes to conduct business or be considered for business with the City of Duncanville to file a "conflict of interest questionnaire." The Texas Ethics Commission (TEC) created the conflict-of-interest questionnaire (FORM CIQ).

Section 176.006 requires disclosing a person's "affiliations or business relationships that might cause a conflict of interest." The term "affiliation" is not defined in Chap. 176. However, the general definition of "affiliation" would mean any association or connection. So any affiliation, including friendship, membership in some group or organization, residence in the same neighborhood, relationship by blood or marriage, or any other connection, must be disclosed.

How to fill out the Conflict-of-Interest Questionnaire form:

Each number below corresponds with the number on FORM CIQ:

1. Fill in the full name of the person (you) trying to do business with the City of Duncanville. If the business is a corporation, partnership, etc., then each person who acts as an agent for the business in dealings with the City of Duncanville must complete this form.

2. Check box if the form is an update to a form previously completed. Updates are required by law by September 1 of each year in which the person submits a proposal, bid or response to the City of Duncanville or begins contract discussions or negotiations with the City of Duncanville. Updates are also required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate.

3. Describe how you are affiliated or related to a City of Duncanville employee, City Council member, or contractor with the City of Duncanville (such as an engineering or architectural firm) who makes recommendations to the City for awards. **If no affiliation or business relationship exists, state "None."**

4. Describe how you are affiliated with or related to a local government officer. **If no affiliation or business relationship exists, state "None."**

5. Complete this Section by listing the name of each local government officer with whom there is an affiliation or business relationship, and you checked the "Yes" box in Section 5 A, B, or C.

6. Describe <u>any other</u> affiliation or business relationship that might cause a conflict. If no conflicts check the #4 box as well.

7. **Signature box. Date and sign the form. <u>A signature is required from the person completing the form even if "None" entered in boxes 3, 4, & 6.</u>**

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government, Code.

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

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____

Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

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

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 ☐ **I have no Conflict of Interest to disclose.**

5

_____ _____

Signature of vendor doing business with the governmental entity Date

Exhibit B – Form 1295 Instructions

Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the CITY may not enter into this contract unless the CONTRACTOR submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONTRACTOR submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

CONTRACTOR will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The CONTRACTOR shall:

1. Log onto the State Ethics Commission Website at : https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on the signature page of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@duncanville.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The CITY must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

Exhibit C– Texas House Bill 89 Verification Statement

For the City of Duncanville, Texas Agreements

I, Nima Jazbi (Person name), the undersigned representative of (Company or Business name) PerfectMind inc (DBA Xplor Recreation) (hereafter referred to as company) do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Oct 23, 2024

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

Exhibit D – Service Provider Verification Form

For the City of Duncanville, Texas Agreements

By executing this document, the undersigned Service Provider named below, which is an individual, firm, or corporation engaged in the physical performance of services in Texas under a contract with the **City of Duncanville** affirms that it has registered with, is authorized to use and uses the federal work authorization program commonly known as E-verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in Texas Government Code Section 2269, et. seq.

Furthermore, Service Provider will continue to use the federal work authorization program throughout the contract period and will contract for the performance of services in satisfaction of such contract only with subcontractors who present to Service Provider an affidavit containing the information required by Texas Government Code Section 2269, et. seq. The undersigned Service Provider attests that its federal work authorization user identification number and date of authorization are as follows:

_____ _____

Federal Work Authorization User Identification Number Date of Authorization

Service Provider: Project:

_____ _____

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on October 23, 2024, in Vancouver (city), British Columbia (state).

_____ Oct 23, 2024

BY: Service Provider Authorized Officer or Agent Date

Nima Jazbi

Printed Name and Title of Authorized Officer or Agent

Exhibit D.1 – Subcontractor to Service Provider Verification Form

For the City of Duncanville, Texas Agreements

By executing this document, the undersigned subcontractor named below, which is an individual, firm, or corporation engaged in the physical performance of services in Texas under a contract with the _____, affirms that it has registered with, is authorized to use and uses the federal work authorization program commonly known as E-verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in Texas Government Code Section 2269, et. seq. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period. The undersigned subcontractor attests that its federal work authorization user identification number and date of authorization are as follows:

_____

Federal Work Authorization User Identification Number Date of Authorization

_____ _____

Name of Subcontractor Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on October 23, 2024, in Vancouver (city), British Columbia (state).

_____ October 23, 2024

BY: Subcontractor Authorized Officer or Agent Date

Nima Jazbi - Vice President, Operations

Printed Name and Title of Authorized Officer or Agent

Exhibit E – SAM.GOV RECORD SUBMISSION

Insert System for Award Management (SAM) record search for company name and company principal (here)

Exhibit F – CERTIFICATE OF INSURANCE

Insert Company certificate of insurance (here)

Exhibit G – CERTIFICATION REGARDING LOBBYING

(To be submitted with each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, PerfectMind inc (DBA Xplor Recreation), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Nima Jazbi - Vice President, Operations

Printed Name and Title of Contractor's Authorized Official

October 23, 2024

Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(a) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB 0348-00

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**Report Type:** a. initial filing _____ b. material change

Name and Address of Reporting Entity: _____Prime _____Subawardee Tier_____, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District, if known:**
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

1 Implementation

1.1 Project Delivery and Framework

To drive our project delivery approach, Xplor Recreation uses the processes, best practices, and guidelines set out in the Project Management Body of Knowledge (PMBOK) framework and that are the accepted standard within the project management industry. We have developed a comprehensive waterfall methodology to ensure a structured and successful implementation and have refined and tailored our approach to include the many unique organizational and architectural benefits of Xplor Recreation.

Our implementation approach uses a "partnership" model between Xplor Recreation and the Client, such that the Xplor Recreation project team primarily serves as a facilitator, coach, and trainer for the Client, to implement the solution together. This Client-enabled approach achieves a balance of the process-based experience of the Xplor Recreation project team with the business and operational knowledge of the Client team.

1.2 Project Team and Resources

Xplor Recreation

The following table provides an outline of Xplor Recreation resources assigned to a project, a brief description of responsibilities, and the estimated percentage of project tasks allocated to each. Staff assignments are subject to change based on current utilization and availability at the time of project award.

Resource	Brief Description of Project Responsibilities	Project Tasks
Project Sponsor (PS)	Oversees the project team and serves as an issue escalation point.	5-10%
Project Manager (PM)	Oversees the planning, execution, and completion of the project. Manages task coordination, resource management, progress monitoring, stakeholder communication, and ensures project meets its goals.	20-30%
Implementation Consultant (IC)	Conducts training and support the setup, testing, and troubleshooting of the software. Works closely with the Client project team to understand needs and ensures that a product fulfils these requirements effectively.	60-70%
Professional Services (PS)	Supports the project team with applicable tasks such as custom workflows, reports, documents, data migration, data lake and mobile app setup.	As required

Client: The City of Duncanville

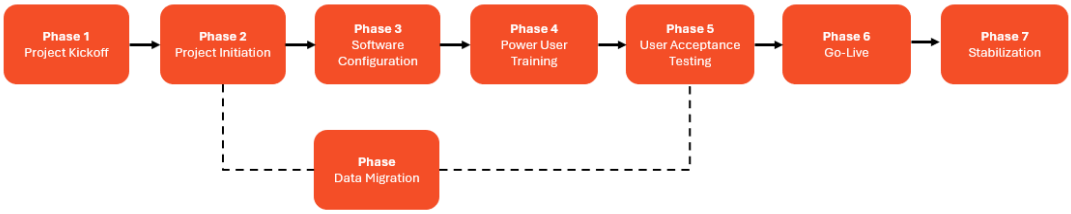
The following table provides an outline of the Client resources that should make up the project team, a brief description of responsibilities and the estimated percentage of project tasks allocated to each. Please note the resources and responsibilities listed below may be handled by a single or multiple individuals and does not necessarily represent a separate Client resource. A resource could hold multiple of these responsibilities.

Resource	Brief Description of Project Responsibilities	Project Tasks
Project Sponsor (PS)	A person or group of people at the senior management level that need to be kept up to date on project progress but are not directly working on the project team.	1-5%
Project Manager (PM)	Oversees the planning, execution, and completion of the project. Manages task coordination, resource management, progress monitoring, stakeholder communication, and ensures project meets its goals.	15-20%
System Administrators (SA)	Responsible for configuring the software, maintaining the system and updates, and acts as first point of support internally post go-live. Should be a resource(s) from the recreation department, who has strong knowledge of the department processes, and is tech-savvy. Should have minimum two, maximum four SAs.	60-70%
IT Support (IT)	Responsible for configuring technical components of the system the Client is using, includes but not limited to, SSO, GIS, pin-pad installation.	5-10%
Finance Lead (FL)	Responsible for supporting the SA(s) with the setup of the accounting settings, testing necessary accounting and fiscal reporting procedures.	5-10%
Subject Matter Experts (SME)	Responsible for supporting the SA(s), as needed, with business information to complete database configuration and/or configuration data entry support.	5-10%
Power Users (PU)	Responsible for supporting the staff end user training plan; act as another layer of internal support during Go-Live. SMEs and PUs maybe be the same group of people.	5-10%

1.3 Project Phases

Our project delivery model involves distinct phases, with some flexibility for parallel execution. Each project phase concludes with a crucial milestone – Client sign-off on deliverables. This practice ensures continuous alignment with Client expectations and satisfaction throughout the implementation journey.

Several dynamic factors influence the overall project timeline, such as, the organization's size, the scope of the project, the learning curve and progress of knowledge absorption by the Client's staff, and the allocation of time and resources by the Client's project team. With that said, the typical timeline generally spans 6-12 months from the signing of the contract. During the Discovery phase, this timeline will be thoroughly examined, discussed, and validated in collaboration with the Client to establish a tailored and realistic project plan.



Phase 1: Project Kickoff - Duration 1-2 weeks

Once the contract is signed, the Sales team will introduce you to a member of the Xplor Recreation Implementation Team who will arrange the project kickoff meeting. This is the first meeting between the Xplor Recreation project team and the Client project team with the goal of establishing common goals, outlining the project structure and explaining our approach to project delivery.

Meetings	Resources	Days/Hours
Project Kick-off Meeting	**XR:** PM, IC **Client:** PM, SA, IT, FL	1 - 1.5 hours

Phase 2: Project Initiation (Discovery) - Duration 2 - 4 weeks

Post project kickoff meeting, a Discovery Document will be provided to the Client to complete and return to the Xplor Recreation project team. The purpose of this document is for the Client to gather and document information about their organization and business processes. The completed Discovery Document will be reviewed by the Xplor Recreation project team. This will assist in determining the project scope, defining requirements, developing the project plan and timelines, and preparing for future phases of the project. A Discovery Review Meeting with the Client will take place, allowing the Xplor Recreation project team to ask any additional clarifying questions and review any unique business processes to the organization.

Meetings	Resources	Days/Hours
Discovery Review Meeting	**XR:** PM, IC **Client:** PM, SA, IT, FL, SMEs	1 - 8 hours
Project Plan/Timelines Review Meeting	**XR:** PM **Client:** PM, SA	1 hour

Phase 3: Software Configuration and Training - Duration 8 - 16 weeks

This phase is focused on the core configuration of the Xplor Recreation software. The goal is to create the level of knowledge within the core administrator group, so you know how to configure and maintain the software without relying on a third party for support. To accomplish this, Xplor Recreation Implementation Consultant will deliver software configuration training in a series of sessions that are aligned with the logical flow of the software, both in terms of learning terminology and concepts, but also to ensure configuration dependencies in latter sessions are covered in advanced. After each session, the Implementation Consultant will provide the Client tasks (homework) that will need to be completed by the Client before the next training session. It is the Client's responsibility to ensure that resources are provided to complete the homework within the agreed timeframes.

At the end of the phase, the Client will be ready to move into testing the system. If any additional configuration changes are required during testing, the Xplor Recreation team will assist, and the additional configuration will be covered under phase 5 (User Acceptance Testing).

Meetings	Resources	Days/Hours
Training Session 1 Covers general settings and accounting setup, client and account management, point of sale, and memberships.	**XR:** IC **Client:** SA, IT, FL	2 - 3 days
Training Session 2 Covers facility booking management.	**XR:** IC **Client:** SA	2 - 3 days
Training Session 3 Covers activity/program registration.	**XR:** IC **Client:** SA	2 - 3 days
Training Session 4 Covers the customer member portal, online widgets, marketing, reporting, and workflows.	**XR:** IC **Client:** SA	1 - 2 days

Phase 4: Power User Training - Duration 1 - 3 weeks.

The purpose of the Power User Training phase extends beyond mere knowledge transfer; it's about empowering key influencers within the Client's organization. Conducted in a train-the-trainer model, this phase targets Client staff, specifically 'Champions' or 'Power Users', who play a critical role in driving engagement and facilitating end-user staff training. By harnessing their expertise, we create a network of internal advocates who champion the new software solution.

The Power User Training is designed to demonstrate how to use the system once the initial configuration is complete. The Xplor Recreation Implementation Consultant will lead the 'Power Users' through a multi-day training session comprised of overviews, demonstrations and hands-on practice for all applicable modules of the software.

This training occurs in a Test environment, replicating the Production environment. Depending on preference, this phase can be completed onsite or remotely. We recommend completing this phase onsite if possible.

Meetings	Resources	Days/Hours
Power User Training	**XR:** IC **Client:** SA, PU	2 - 3 days

Phase 5: User Acceptance Testing - Duration 4 - 12 weeks

The User Acceptance Testing (UAT) phase plays a crucial role in ensuring the seamless deployment of the Xplor Recreation system. The Xplor Recreation project team will provide the Client with a UAT script/template that will be used by the Client to complete functional testing across each user profile type. The Client can modify these templates as desired but will be responsible for testing the system in its entirety. Issues will be communicated back to the Xplor Recreation project team in a timely manner for resolution ahead of the Go-live date. In addition, there are several other activities the Client should be undertaking during this phase including, communication to its customer base about the upcoming change in software, staff end-user training, program and facility booking inputting for go-live, hardware and pin-pad setup, and any necessary manual migration activities.

Meetings	Resources	Days/Hours
Pin-Pad Setup Meeting	**XR:** IC **Client:** SA, IT	1 - 2 hours
Bank Reconciliation Training	**XR:** IC **Client:** SA, FL	1 - 2 hours

Phase 6: Go-Live Duration 1 - 2 weeks

After completing all necessary testing and end-user training, the Xplor Recreation team and Client will make the final preparations for Go-Live and arrange the necessary support resources. The Client can take a phased approach to going live; however, our preference is to switch all modules over at the same time. The Xplor Recreation project team will be available throughout to ensure all questions and challenges are addressed.

Phase 7: Stabilization - Duration 4 - 12 weeks

After Go-live, there will be a stabilization period as real-time scenarios and loads are experienced. During this phase, staff will become more comfortable in their roles and responsibilities using the system. Once both parties agree, the project will be handed over from the Implementation Team to the Account Management Team.

Phase: Data Migration

This phase is a critical stage in the project timeline, running concurrently with Phase 2 until the completion of Phase 5. It serves as a bridge between the configuration phase and the final preparations for system go-live. The Xplor Recreation project team will work with the Client to create and execute a migration plan tailor-made for the organization. The duration of the migration project is dependent on:

- Complexity and accessibility of legacy data.
- Migration Plan and Scope (Objects, Fields, and Functions required for migration).
- Resource availability in completing the migrating validation and data clean up.

We offer two options for moving historical data out of your legacy system and into Xplor Recreation: Partial or Manual Data Migration.

Partial Data Migration: Xplor Recreation will perform an automated date migration of select data. The Client is responsible for cleaning up historical data prior to beginning this phase and populating pre-defined templates with data. The data and objects that can be migrated as part of this plan are:

- Customer and Account information.
- Active Memberships.
- Customer Balance (account credits and balances owing).
- GL Accounts.

Manual Data Migration: is recommended for clients who want to start fresh, do not have a database, or if the data in the current legacy software is corrupt or inaccurate. Event information, rental agreements, and financial information (such as account balances and GL information) will be added manually to the system. Customer account information can be added manually or can be added to the database as customers purchase services from the organization.

1.4 Communication

From the initial planning stages to the final launch and stabilization, clear and open communication between the Xplor Recreation and Client project team plays a pivotal role in mitigating risks, preventing misunderstandings, fostering innovation, and enhances overall project efficiency. Xplor Recreation utilizes several methods of communication to ensure both parties stay aligned as we work towards project goals.

Project Meetings

A couple of recurring meetings will be established during the beginning stages of the implementation to support open and effective communication between project teams.

Meetings	Resources	Days/Hours
Project Status Meeting Discuss project progress, milestones, and challenges.	**XR:** PM **Client:** PM	30 mins - 1 hour (bi-weekly)
Q&A Meetings Check-in to sync on progress of tasks assigned to each resource and provides opportunity for Client project team to ask XR IC questions as they progress through configuration, training, and testing.	**XR:** IC **Client:** SA, other resources as needed	1 hour (weekly)

Project Tracking

All Xplor Recreation projects are tracked and monitored using Salesforce. The Client will be provided with access to an external project plan view through our Salesforce portal. This provides access to see:

- Project Timelines (Gantt Chart).
- Project Tasks (and sub-tasks).
- Completion percentage of project.
- Completion of tasks.
- Resources assigned to tasks.
- Task dependencies.

Issue Tracking

Xplor Recreation takes advantage of Salesforce to track all issues that arise throughout the project. A case is created for any issue (defects, configuration, development, etc.) that needs to be tracked and is critical to the project go-live. Clients have access to the list of cases created for the project and will be able to:

- Create new cases.
- Update existing cases.
- Provide feedback and ask questions pertaining to the case (Salesforce Chatter).

Xplor Recreation Community Portal

The Xplor Recreation Community Portal provides our clients access to a large number or resources that support the implementation as well as on an ongoing basis once live. The core Client project team will be provided with access to this portal. The Community Portal provides access to:

- Knowledge articles and helpfiles.
- Support Cases (chatter, creating new cases, viewing open cases).
- Community Groups: clients can join these allowing for collaboration of Parks and Recreation users of Xplor Recreation across the world.
- Knowledge Sessions: access to previously recorded client webinars and access to see upcoming session dates and topics.
- Release Information: such as upcoming feature release and hotfix dates, feature release notes, etc.
- Support Resources: ability to book a call with a Support Agent, ability to enter a support key to share your screen with an Agent, etc.

Duncanville
City of Champions

Exhibit D – Service Provider Verification Form

For the City of Duncanville, Texas Agreements

By executing this document, the undersigned Service Provider named below, which is an individual, firm, or corporation engaged in the physical performance of services in Texas under a contract with the City of Duncanville affirms that it has registered with, is authorized to use and uses the federal work authorization program commonly known as E-verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in Texas Government Code Section 2269, et. seq.

Furthermore, Service Provider will continue to use the federal work authorization program throughout the contract period and will contract for the performance of services in satisfaction of such contract only with subcontractors who present to Service Provider an affidavit containing the information required by Texas Government Code Section 2269, et. seq. The undersigned Service Provider attests that its federal work authorization user identification number and date of authorization are as follows:

_____ _____

Federal Work Authorization User Identification Number **Date of Authorization**

Service Provider: **Project:**

_____ _____

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on_____, 20__, **in**_____**(city),**_____**(state).**

_____ 10/4/24

BY: Service Provider Authorized Officer or Agent **Date**

Herschel Cooper

Printed Name and Title of Authorized Officer or Agent

SAM.GOV®

PERFECTMIND INC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
XT6EPNR8V1T9	**(blank)**	**Federal Assistance Awards Only**
Registration Status	Expiration Date	
Active Registration	**Oct 23, 2025**	
Physical Address	Mailing Address	
4333 Still Creek DR Unit 204 **Burnaby, Bc V5C6S** **Canada**	**504-4190 Lougheed Highway** **Burnaby, Bc V5C6A8** **Canada**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Not Applicable	**(blank) / Canada**	**www.xplorrecreation.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Oct 25, 2024	**Oct 23, 2024**	**Oct 23, 2024**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Feb 10, 2020	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than $5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than $5,000 or reimbursement, restitution, or damages greater than $100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure
Corporate Entity (Not Tax Exempt)

Entity Type
Business or Organization

Organization Factors
(blank)

Profit Structure
For Profit Organization

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
Yes

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
(blank)

Electronic Funds Transfer

Account Type
Checking

Routing Number
*********48**

Lock Box Number
(blank)

Financial Institution
WELLS FARGO BANK, NA

Account Number
*********32**

Automated Clearing House

Phone (U.S.)
6047274305

Email
(blank)

Phone (non-U.S.)
(blank)

Fax
(blank)

Remittance Address

Nima Jazbi
504-4190 Lougheed Highway
Burnaby, Bc V5C 6A8
Canada

Taxpayer Information

EIN
*******5467**

Type of Tax
Applicable Federal Tax

Taxpayer Name
PerfectMind inc

Tax Year (Most Recent Tax Year)
2023

Name/Title of Individual Executing Consent
Vp, Operations

TIN Consent Date
Oct 23, 2024

Address
504-4190 Lougheed Highway
Burnaby, Bc V5C 6A8

Signature
Nima Jazbi

Points of Contact

Accounts Receivable POC

Nima Jazbi
naaccounting@xplortechnologies.com
6047274305
604-7274305 (Non-US Phone)

Electronic Business

Nima Jazbi, Mr
nima.jazbi@xplortechnologies.com
778-8816804 (Non-US Phone)

504-4190 Lougheed Highway
Burnaby, Bc V5C 6A8
Canada

Government Business

Nima Jazbi, Mr
nima.jazbi@xplortechnologies.com
778-8816804 (Non-US Phone)

504-4190 Lougheed Highway
Burnaby, Bc V5C 6A8
Canada

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)
(blank)

Number of Employees (in accordance with 13 CFR 121)
(blank)

Location

Annual Receipts (in accordance with 13 CFR 121)
(blank)

Number of Employees (in accordance with 13 CFR 121)
(blank)

Industry-Specific

Barrels Capacity
(blank)

Megawatt Hours
(blank)

Total Assets
(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

This entity does not appear in the disaster response registry.

Certificate of Interested Parties
Amendment to HB 1295
Exemption from Form 1295

THE FOLLOWING APPLIES ONLY TO THOSE BANKERS CONTRACTING WITH TEXAS ENTITIES:

As you know, Texas House Bill 1295 was enacted requiring the firm to submit Form 1295, Certificate of Interested Parties, along with many of our Texas contracts, amendments and renewals, beginning January 1, 2016. There were changes made to the law during the last legislative session with regard to which contracts now require Form 1295 to be submitted.

1. Form 1295 is no longer required for contracts entered into, amended or renewed after January 1, 2018, if the contracting entity is a publicly traded entity, including a wholly owned subsidiary of the business entity. *Texas Govt. Code 2252.908(c)(4)*

   Hilltop Securities Inc. and Hilltop Securities Asset Management, Inc. are both wholly owned subsidiaries of Hilltop Holdings Inc., a publicly traded company, and therefore, will no longer be required to submit Form 1295 with contracts.

2. A second change to the law, eliminates the requirement that Form 1295 be notarized. The person providing the information for the filing of Form 1295 will be required to complete an "unsworn declaration" in place of the notarization. The Form 1295 template on the Texas Ethics Commission website where the form is filed has been updated with the "unsworn declaration" replacing the notary section.

   Although we are no longer required by law to provide the form, we will continue to provide it upon the client's request. As we have seen, many of our clients will be unaware of the changes to the requirements and will require us to provide Form 1295. You should advise your client of the recent changes, but if they still want the form to be safe, certainly follow our current procedure and submit the request as you have in the past.

Here is some language that you can use to communicate the change in the law to your clients who we have provided Form 1295 to in the past:

Pursuant to changes in the Texas Government Code, effective January 1, 2018, the requirement to file Form 1295, Certificate of Interested Parties, does not apply to contracts with a publicly traded business entity, including a wholly owned subsidiary of the business entity. Hilltop Securities **[or Hilltop Securities Asset Management]** is a wholly owned subsidiary of Hilltop Holdings Inc., a publicly traded business entity (NYSE symbol HTH), and is no longer required to file Form 1295 in order to contract with certain Texas entities.
85th Texas Legislative Session, Texas Government Code 2252.908(c)(4).

As always, please call me with any questions or concerns you have regarding this change.

TEXAS ADDENDUM TO Rec Software - Xplor AGREEMENT
CONTRACT NUMBER 25- V5C 6A8

This addendum to the **ORIGINAL AGREEMENT with Perfect Mind ,Inc** hereinafter referred to as "CONTRACTOR", with offices located at **504-4190 Lougheed Highway, Burnaby, BC, V5C 6A8** and is legally authorized to do business in the State of Texas, and the **City of Duncanville** ("CITY"), a Texas home rule municipal corporation, hereinafter referred to as "CITY", with offices located at 203 East Wheatland, Duncanville, Texas 75116, to be effective upon approval of the Duncanville City Council and subsequent execution of this Contract by the Duncanville City Manager or the duly authorized designee.

This Agreement amends and modifies the Original Agreement ("**Original Agreement**") dated **Februrary 3, 2025,** made and entered into by the parties. The following terms and conditions are added to the Original Agreement, and should a conflict arise between any of the contract documents, the terms and conditions of the addendum shall take precedence over any and all contract documents to the extent of such conflict exist. All other provisions of the Original Agreement remain in full force and effect, other than any provision added or modified by addendum.

1. Invoices

A. The CONTRACTOR shall submit invoices for services or goods rendered and completed. Invoices shall be emailed to the CITY's Accounts Payable Department at accountspayable@duncanville.com with a proforma copy to the City's designated project manager or departmental point-of-contact. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The CONTRACTOR agrees that there shall be no additional charges, surcharges, or penalties to the CITY for payments made by credit card or electronic funds transfer.

B. Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number, if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized. The CONTRACTOR's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the CITY. Unless otherwise instructed in writing, the CITY may rely on the remittance address specified on the CONTRACTOR's invoice.

C. Invoices for labor performed outside of the scope and but previously agreed to by the City with a written change order, shall be listed on the monthly invoice as a separate item. Invoices for labor shall include a copy of all timesheets with labor rate and deliverables clearly identified. Invoices shall also include a tabulation of work hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked.

D. Unless otherwise expressly authorized in the Contract, the CONTRACTOR shall pass through All Subcontractor and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or CITY sales taxes must not be included in the invoiced amount. The CITY will furnish a tax exemption certificate upon request.

2. Payment

The CITY may withhold or set off the entire payment or part of any payment otherwise due the CONTRACTOR to such extent as may be necessary on account of:

A. third party claims, which are not covered by the insurance which the CONTRACTOR is required to pay provided the City receives notification of a valid claim or reasonable evidence indicating probable filing of such claims.
B. failure of the CONTRACTOR to pay Subcontractors, or for labor, materials or equipment; damage to the property of the CITY or the CITY's agents, employees, or contractors, which is not covered by insurance required to be provided by the CONTRACTOR;
C. reasonable evidence that the CONTRACTOR's obligations will not be completed within the time specified in the Agreement, and that the unpaid balance would not be adequate to cover actual or damages for the anticipated delay;
failure of the CONTRACTOR to submit proper invoices, with all required attachments and supporting documentation; or
D. failure of the CONTRACTOR to comply with any material provision of the Agreement or perform the project in a satisfactory manner.
E. any sums owed to the CITY, for any reason including delinquent taxes.

Payments shall be made within 30 days of receipt of invoice by CITY, unless disputed by the CITY. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

3. Termination

The CITY may suspend or terminate this Contract for cause or without cause at any time by giving written notice to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services, and CONTRACTOR will immediately terminate placing orders or entering into contracts for assistance, supplies, facilities, or material in connection with this contract and shall proceed to cancel promptly all existing contracts insofar as they are related to this contract. In the event suspension or termination is-without cause, payment to CONTRACTOR, in accordance with the terms of this Contract, will be made on the basis of goods or services reasonably determined by the CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all goods or services to the CITY. Should the CITY require a modification of this Contract with CONTRACTOR, and in the event the CITY and the CONTRACTOR fail to agree upon a modification to this Contract, the CITY shall have the option of terminating this Contract and the CONTRACTOR's services hereunder at no additional cost other than the payment to the CONTRACTOR, in accordance with the terms of this Contract, for the goods or services reasonably determined by CITY to be properly performed by CONTRACTOR prior to such termination date.

4. Insurance

A. CONTRACTOR shall provide and maintain Workman's Compensation and Employer's Liability Insurance for the protection of CONTRACTOR's employees, as required by law. CONTRACTOR shall also provide and maintain in full force and effect during the term

of this Contract, insurance (including, but not limited to, insurance covering the operation of automobiles, trucks and other vehicles) protecting CONTRACTOR and CITY against liability from damages because of injuries, including death, suffered by any person or persons other than employees of CONTRACTOR, and liability for damages to property, arising from or growing out of CONTRACTOR's operations in connection with the performance of this Contract.

B. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than Two Million Dollars ($2,000,000.00) for one (1) person, and not less than Two Million Dollars for any one (1) occurrence. Insurance covering damages to property shall be in the sum of not less than Two Million Dollars ($2,000,000.00) for any one (1) occurrence, and Two Million Dollars ($2,000,000.00) aggregate.

A signed Certificate of Insurance, satisfactory to CITY, showing compliance with the requirements of this Section shall be furnished to CITY before any services are performed under this Contract to:

CITY of Duncanville
Attn: Chief Procurement Officer
PO Box 380280
Duncanville, TX 75138
(972) 780-5058
purchasing@duncanvilletx.gov

All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least **"A" by AM Best** or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the CITY.

5. Indemnification for Injury and Performance

CONTRACTOR hereby agrees to protect, defend, indemnify, and hold harmless the CITY, its officers, agents, servants, and employees (hereinafter individually and collectively referred to as "Indemnitees"), from and against suits, actions, claims, losses, liability, or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, omission or neglect of CONTRACTOR, its officers, employees, servants, agents or subcontractor's, or anyone else under CONTRACTOR's direction and control, and arising out of, occurring in connection with, resulting from or caused by the negligent performance or failure of performance of any work or services called for by this Contract, or from conditions created by the performance or non-performance of said work or services. In the event one or more of the Indemnitees is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, CONTRACTOR shall be obligated to indemnify CITY as provided herein in a proportionate basis in accordance with the final judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability.

The CONTRACTOR's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by CONTRACTOR under this agreement. This provision shall survive the termination of this agreement.

6. Jurisdiction, Venue, Applicable Laws

The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All Parties shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Contract. The laws of the State of Texas shall govern this Contract; and venue for any action concerning this Contract shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the CITY to seek and secure injunctive relief from any competent authority as contemplated herein.

7. Dispute Resolution

If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such a meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties; in which event the parties may proceed directly to mediation as described below.

If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the CITY and the CONTRACTOR agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Dallas County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The CITY and the CONTRACTOR will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to

represent them or otherwise assist them in the mediation.

8. Business Prohibitions and Requirements

A. Prohibition on Contracts with Companies Boycott of Israel

By executing this contract, CONTRACTOR verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

B. Transactions with an Abortion Provider or Affiliate

CONTRACTOR certifies that it is not an abortion provider nor an affiliate of such a provider as noted in Texas SB 22, codified in Texas Government Code Chapter 2272, and effective September 1, 2019. If this provision is violated by Contractor, Agreement and/or taxpayer resource transaction is voidable by CITY and Offeror agrees to defend and indemnify CITY against any action brought by the Office of the Attorney General for a violation of Section 2272.003. https://www.texasattorneygeneral.gov/abortion-provider-affiliate-transactions-prohibited#:~:text=Except%20as%20otherwise%20specified%20in,affiliate%20of%20an%20abortion%20provider.

C. Prohibition against doing business with Foreign Terrorist Organizations

By executing this contract, CONTRACTOR verifies that, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153, it does not appear on the Comptroller of the State of Texas listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization, as identified under Section 806.051, Section 807.051 or Section 2253.253, listing of companies.

D. Discrimination Against Firearm & Ammunition Industries

Vendor certifies and verifies that (1)neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (2) Vendor agrees that Vendor and Vendor Companies will not discriminate during the term of the contract against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 2274.For purposes of this Agreement, the term ""Discriminate against a firearm entity or firearm trade association" shall have the meaning defined in Texas Government Code Chapter 2274.

E. Boycotting of Energy Companies

Vendor certifies and verifies that it is not a company identified on the Texas Comptroller's list of companies known to boycott energy companies, as defined in Texas Government Code Chapter 809. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts energy companies and Vendor agrees that Vendor and Vendor Companies will not boycott energy companies during the term of this agreement pursuant to the provisions of Texas Government

Code Chapter 809. For purposes of this Agreement, the term "boycott energy company" shall have the meaning defined in the Texas Government Code Chapter 80.

F. Certificate of Interested Parties Electronic Filing (See Exhibit C)

No officer, employee, independent consultant, or elected official of the CITY who is involved in the development, evaluation, or decision-making process of the performance of any solicitation or contract shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation or proposal. Any violation of this provision, with the knowledge, expressed or implied, of the CONTRACTOR shall render the Contract voidable by the CITY. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the CITY of Duncanville may not enter into this contract unless the CONTRACTOR submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONTRACTOR submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission. CONTRACTOR will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908. https://www.ethics.state.tx.us/filinginfo/1295/

The CITY must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

9. Funding and Non-Appropriation Clause

The awarding or continuation of this agreement is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Agreement. CONTRACTOR recognizes that the continuation of any multi-year contract after the close of, or during, any given fiscal year of the CITY, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the CITY providing for or covering such contract as an expenditure therein. Should funding not be approved by the CITY Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any work performed to elate shall be paid.

The CITY shall provide the CONTRACTOR written notice of the failure of the CITY to make an adequate Appropriation for any fiscal year to pay the amounts due under the multi-year contract, or the reduction of any Appropriation to an amount insufficient to permit the CITY to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the CITY.

10. Right to Inspect/Audit Records

CONTRACTOR agrees that CITY shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of CONTRACTOR involving transactions relating to this contract. CONTRACTOR agrees that CITY shall have access during normal working hours to all necessary CONTRACTOR facilities and shall be provided with

adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. CITY shall give CONTRACTOR reasonable advance notice of intended audits no less than 3 business days. CONTRACTOR further agrees to include in subcontract(s), if any, a provision that any subcontractor or subcontractors agrees that CITY shall, until the expiration of one (1) years after final payment under any subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractors or subcontractors involving transactions to the subcontract and further, that CITY shall have access during normal working shall give the subcontractor's or subcontractors reasonable advance notice of intended audits no less than 3 business days.

11. Federal Work Authorization Affidavit and Employment Verification

The lmmigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. Department of Justice Form I-9. The CONTRACTOR warrants that the CONTRACTOR is in compliance with IRCA during the term of this contract with the CITY. The CONTRACTOR warrants that the CONTRACTOR has included or will include a similar provision in all written contracts with any Subcontractor(s) engaged to perform services under this Contract. The CONTRACTOR performs services for the CITY as a result of this Agreement and compensation for services may exceed the minimum set forth in Texas Government Code Section 2269.002, as amended from time to time. Pursuant to Texas Government Code Section 2269.002, for as long as this Agreement remains in effect, the CONTRACTOR will be registered with and participate in the federal work authorization program to verify the immigration status of newly hired employees ("E-Verify"). The CONTRACTOR shall complete and execute the Service Provider E-Verify Compliance Affidavit attached as **Exhibit D** to this Agreement, or a similar affidavit that meets the requirements of the law.

If the CONTRACTOR subcontracts any services described in this Agreement, The CONTRACTOR shall require the subcontractor to attest to its compliance with Texas Government Code Section 2269.002, as amended from time to time, and complete and execute the Subcontractor to a Service Provider E-Verify Compliance Affidavit attached as **Exhibit D.1** or a similar subcontractor affidavit that meets the requirements of the law. The CONTRACTOR shall maintain any completed affidavit and make a copy of it available to the CITY upon request. The CONTRACTOR shall ensure that any subcontractor E-Verify affidavit becomes a part of its agreement with the subcontractor.

12. Force Majeure

The CITY of Duncanville, any Customer, and the CONTRACTOR shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the CITY of Duncanville. In the event of an occurrence under this Section, the CONTRACTOR will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail, and the CONTRACTOR continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The CONTRACTOR shall immediately notify the CITY of Duncanville **Chief Procurement**

Officer by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

13. Confidentiality

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

14. Non-Waiver of Rights

Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

15. No Waiver of Sovereign Immunity

The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the CITY of Duncanville of any immunities from suit or from liability that the CITY of Duncanville may have by operation of law.

16. Confidentiality

In order to provide the deliverables to the CITY, CONTRACTOR may require access to certain of the CITY's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the CITY or its licensors consider confidential) (collectively, "Confidential Information"). CONTRACTOR acknowledges and agrees that the Confidential Information is the valuable property of the CITY and/or its licensors and

any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the CITY and/or its licensors. The CONTRACTOR (including its employees, subcontractor's, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the CITY or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the CONTRACTOR promptly notifies the CITY before disclosing such information so as to permit the CITY reasonable time to seek an appropriate legal remedy. The CONTRACTOR agrees to use protective measures no less stringent than the CONTRACTOR uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

17. Non-Publicity

City of Duncanville and Consultant agree not to disclose the existence or contents of this Contract to any third party without the prior written consent of the other party except: (a) to its advisors, attorneys or auditors who have a need to know such information, (b) as required by law or court order, (c) as required in connection with the reorganization of a party, or its merger into any other corporation, or the sale by a party of all or substantially all of its properties or assets, or (d) as may be required in connection with the enforcement of this Contract.

18. No Warranty by City Against Infringements

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

19. Performance of Services

The CONTRACTOR represents that all services to be provided to the City of Duncanville under the Contract will be fully and timely performed with the professional skill and care ordinarily provided by competent professionals practicing under the same or similar circumstances and as may be applicable professional license and all applicable Federal, State, and local laws, rules, or regulations. The CONTRACTOR makes no warranty, express or implied, as to its professional services rendered under this agreement.

20. Byrd Anti-Lobbying Act Requirements

The CONTRACTOR hereby certifies, for contracts exceeding $100,000, that no federal appropriated funds from this contract shall be used to pay any person or organization for influencing or attempting to influence an officer, or employee of any Local, State, or Federal agency, or a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, loan, grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement, or any other award cover by 31 U.S.C. 1352.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit **Standard Form-XXX, "Disclosure Form to Report Lobbying**," in accordance with its instructions.

21. Clean Air Act Requirements

In accordance with the provisions of the Federal Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended, for contracts in excess of $150,000, the CONTRACTOR certifies that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

22. Solid Waste Disposal Act

In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule, meeting contract performance requirements; or at a reasonable price. The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

23. Claims

If any claim, demand, suit, or other action is asserted against the CONTRACTOR which arises under or concerns the Contract, or which could have a material adverse effect on the CONTRACTOR's ability to perform thereunder, the CONTRACTOR shall give written

notice thereof to the CITY within ten (10) calendar days after receipt of notice by the CONTRACTOR. Such notice to the CITY shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the Duncanville Chief Procurement Officer. Personal delivery to the CITY is defined in the Notices section.

24. Compliance with the Copeland Anti-Kickback Act

The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

25. Prohibition on Contracting for Covered Telecommunications Equipment or Services

The CONTRACTOR shall comply with Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 which prohibits the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. Provided Technology is procured through this Contract, the CONTRACTOR shall be required to complete and submit Federal Form NDAA-899.

26. SAM.gov Registration.

CONTRACTOR must have an active registration with the System for Award Management (www.SAM.gov) AND have been cleared (not suspended or debarred). Provide proof of SAM.gov registration along with your submission of SAM.gov registration must be submitted to the City of Duncanville Chief Procurement Officer.

27. Historically Underutilized Business Requirements

If the awarded Contractor is a prime contractor and is permitted by the City to use subcontractors, the following affirmative steps are required of the prime contractor:

Placing qualified small and minority businesses and women's business enterprises on

- solicitation lists.
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, and the State of Texas Historically Underutilized Businesses Program.

- **If you need assistance, you can contact the local MBDA Center in the DFW Area or choose the one closest to your community. Please use the following link: https://www.mbda.gov/mbda-programs.**

29. Pass Down Language Requirement

Provided the CONTRACTOR utilizes any subcontractors in performing this contract, the CONTRACTOR shall require the subcontractor to adhere to and comply with the terms and conditions of this Contract by incorporating such into a written contract between the CONTRACTOR and the subcontractor.

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS CONTRACT, SUCH A PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS CONTRACT. THIS CONTRACT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF DRAFTING OR PREPARATION HEREOF.

This Contract may be executed in multiple counterparts, including by fax or email, each an original, but all considered part of one Contract. The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed original for all legal purposes. IN WITNESS WHEREOF, the parties of these presents have executed this contract in the year and day first above written.

CITY OF DUNCANVILLE, TEXAS	**CONTRACTOR / PerfectMind Inc (DBA Xplor Recreation)**
Signature	**Signature**
Doug Finch, City Manager	**Nima Jazbi / Vice-President, Operations**
Date	Oct 23, 2024 **Date**
972-780-5058 **Phone Number**	778-881-6804 **Phone Number**
purchasing@duncanvilletx.gov **Email Address**	nima.jazbi@xplortechnologies.com **Email Address**

TEXAS ETHICS COMMISSION CERTIFICATE NUMBER_____

Exhibit A – Conflict of Interest Form

NOTICE TO VENDORS AND INSTRUCTIONS FOR CONFLICT-OF-INTEREST QUESTIONNAIRE

H.B. 914, passed during the 2005 Texas legislative session, became effective on January 1, 2006. The bill enacts Local Government Code Chapter 176. That bill requires a vendor that wishes to conduct business or be considered for business with the City of Duncanville to file a "conflict of interest questionnaire." The Texas Ethics Commission (TEC) created the conflict-of-interest questionnaire (FORM CIQ).

Section 176.006 requires disclosing a person's "affiliations or business relationships that might cause a conflict of interest." The term "affiliation" is not defined in Chap. 176. However, the general definition of "affiliation" would mean any association or connection. So any affiliation, including friendship, membership in some group or organization, residence in the same neighborhood, relationship by blood or marriage, or any other connection, must be disclosed.

How to fill out the Conflict-of-Interest Questionnaire form:

Each number below corresponds with the number on FORM CIQ:

1. Fill in the full name of the person (you) trying to do business with the City of Duncanville. If the business is a corporation, partnership, etc., then each person who acts as an agent for the business in dealings with the City of Duncanville must complete this form.

2. Check box if the form is an update to a form previously completed. Updates are required by law by September 1 of each year in which the person submits a proposal, bid or response to the City of Duncanville or begins contract discussions or negotiations with the City of Duncanville. Updates are also required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate.

3. Describe how you are affiliated or related to a City of Duncanville employee, City Council member, or contractor with the City of Duncanville (such as an engineering or architectural firm) who makes recommendations to the City for awards. **If no affiliation or business relationship exists, state "None."**

4. Describe how you are affiliated with or related to a local government officer. **If no affiliation or business relationship exists, state "None."**

5. Complete this Section by listing the name of each local government officer with whom there is an affiliation or business relationship, and you checked the "Yes" box in Section 5 A, B, or C.

6. Describe <u>any other</u> affiliation or business relationship that might cause a conflict. If no conflicts check the #4 box as well.

7. **Signature box. Date and sign the form. <u>A signature is required from the person completing the form even if "None" entered in boxes 3, 4, & 6.</u>**

Duncanville
City of Champions

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government, Code.

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

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

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

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 ☐ **I have no Conflict of Interest to disclose.**

5

_____ _____
Signature of vendor doing business with the governmental entity Date

Exhibit B – Form 1295 Instructions

Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the CITY may not enter into this contract unless the CONTRACTOR submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONTRACTOR submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

CONTRACTOR will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The CONTRACTOR shall:

1. Log onto the State Ethics Commission Website at : https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on the signature page of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@duncanville.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The CITY must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

Exhibit C– Texas House Bill 89 Verification Statement

For the City of Duncanville, Texas Agreements

I, Nima Jazbi (Person name), the undersigned representative of (Company or Business name) PerfectMind inc (DBA Xplor Recreation) (hereafter referred to as company) do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Oct 23, 2024

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

Exhibit D – Service Provider Verification Form

For the City of Duncanville, Texas Agreements

By executing this document, the undersigned Service Provider named below, which is an individual, firm, or corporation engaged in the physical performance of services in Texas under a contract with the **City of Duncanville** affirms that it has registered with, is authorized to use and uses the federal work authorization program commonly known as E-verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in Texas Government Code Section 2269, et. seq.

Furthermore, Service Provider will continue to use the federal work authorization program throughout the contract period and will contract for the performance of services in satisfaction of such contract only with subcontractors who present to Service Provider an affidavit containing the information required by Texas Government Code Section 2269, et. seq. The undersigned Service Provider attests that its federal work authorization user identification number and date of authorization are as follows:

_____ _____

Federal Work Authorization User Identification Number Date of Authorization

Service Provider: Project:

_____ _____

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on October 23, 2024, in Vancouver (city), British Columbia (state).

_____ Oct 23, 2024

BY: Service Provider Authorized Officer or Agent Date

Nima Jazbi

Printed Name and Title of Authorized Officer or Agent

Exhibit D.1 – Subcontractor to Service Provider Verification Form

For the City of Duncanville, Texas Agreements

By executing this document, the undersigned subcontractor named below, which is an individual, firm, or corporation engaged in the physical performance of services in Texas under a contract with the _____, affirms that it has registered with, is authorized to use and uses the federal work authorization program commonly known as E-verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in Texas Government Code Section 2269, et. seq. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period. The undersigned subcontractor attests that its federal work authorization user identification number and date of authorization are as follows:

_____

Federal Work Authorization User Identification Number Date of Authorization

_____ _____

Name of Subcontractor Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on October 23, 2024, in Vancouver (city), British Columbia (state).

_____ October 23, 2024

BY: Subcontractor Authorized Officer or Agent Date

Nima Jazbi - Vice President, Operations

Printed Name and Title of Authorized Officer or Agent

Exhibit E – SAM.GOV RECORD SUBMISSION

Insert System for Award Management (SAM) record search for company name and company principal (here)

Exhibit F – CERTIFICATE OF INSURANCE

Insert Company certificate of insurance (here)

Exhibit G – CERTIFICATION REGARDING LOBBYING

(To be submitted with each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, PerfectMind inc (DBA Xplor Recreation), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Nima Jazbi - Vice President, Operations

Printed Name and Title of Contractor's Authorized Official

October 23, 2024

Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(a) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB 0348-00

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**Report Type:** a. initial filing _____ b. material change

Name and Address of Reporting Entity: _____Prime _____Subawardee Tier_____, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District, if known:**
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

RESOLUTION NO. 2025-448

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH XPLOR TECHNOLOGIES, LLC. (PERFECTMIND INC.) TO PROVIDE RECREATION MANAGEMENT SOFTWARE AND SUPPORT FOR A FIVE-YEAR PERIOD; AUTHORIZING AN EXPENDITURE NOT TO EXCEED $84,180.00, INCLUDING A 15% CONTINGENCY FOR POTENTIAL COST ADJUSTMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville recognizes the need to enhance its recreation management services to improve operational efficiency, optimize service delivery, and provide a seamless experience for both residents and staff; and

WHEREAS, Xplor Technologies LLC (Perfectmind Inc.) is a recognized leader in recreation management software and offers comprehensive solutions for the management of facilities, programs, and services; and

WHEREAS, the City Council finds that entering into an agreement with Xplor Technologies LLC will benefit both the Parks and Recreation Department and the Duncanville Fieldhouse by enabling them to collaborate effectively and improve overall service delivery; and

WHEREAS, the total expenditure for this agreement over the five-year period will not exceed $84,180.00, which includes a 15% contingency of $10,980.00 to account for unforeseen costs during the term of the agreement; and

WHEREAS, the City seeks to commence software implementation in FY 2025, with financial obligations to begin in FY 2026 and continue through FY 2030, ensuring operational readiness and long-term sustainability.

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

SECTION 1. The City Council hereby approves the execution of an agreement with Xplor Technologies LLC (Perfectmind Inc.) to provide recreation management software and support for a five-year period, commencing in FY 2025 with financial obligations beginning in FY 2026.

SECTION 2. The City Manager is authorized to execute all necessary documents, agreements, and/or purchase orders to carry out the intent of this Resolution, ensuring that all terms and conditions of the agreement are met.

SECTION 3. The total expenditure for this agreement, inclusive of a 15% contingency for potential cost adjustments, shall not exceed $84,180.00.

SECTION 4. The funding for this agreement shall be allocated as follows: FY 2025: $13,200.00 (010444100-700223); FY 2026 through FY 2030: Recreation Programming – Computer Software (01044100-700233): $6,000.00 per year; Fieldhouse – Computer Software (45601000-700233): $6,000.00 per year.

SECTION 5. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 15th day of April, 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 15 Apr 2025

TITLE:
Consider a Resolution approving an Interlocal Agreement, effective April 15, 2025, and expiring December 31, 2028, between the City of Duncanville and the Dallas County District Attorney's (DA) Office; to obtain asset seizure funds created in compliance with Art. 59.08 of the Texas Code of Criminal Procedure for services as contained in the agreement for property awarded.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
  - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:
Matthew Stogner – Chief of Police

BACKGROUND/HISTORY:
Our current ILA with the DA's office expired on December 31, 2024. During the expiration, all Dallas County Law Enforcement Agencies and the DA's office have been in discussions regarding the proceeds distributions. The DA's office changed how the Law Enforcement Agencies dispose of personal property. In the past, the Law Enforcement Agency could use the property to enhance operations; however, that has changed to where all personal property must be sold or auctioned by the Law Enforcement Agency.

When a law enforcement agency seizes contraband pursuant to an offense listed in Chapter 59 of the Texas Criminal Code of Procedures (TCCP), they may seek the awarding of all or some of the property in a civil, asset forfeiture case, which is separate from any criminal case that may be filed. In order to file such a civil case, the Law Enforcement Agency must have an attorney representing its claim to the property. Chapter 59 outlines an attorney representing the state in these types of cases, with few exceptions, as the prosecutor with felony jurisdiction in the county in which the forfeiture case will be held, which in our case, is the DA's office.

POLICY EXPLANATION:
The current Texas state asset forfeiture law, contained in Chapter 59 of the Texas Code of Criminal Procedure (TCCP), was passed by the legislature in 1989. The law allows law enforcement to seize contraband, meaning the property of any nature, inclusive of real; personal; tangible; and intangible property, used, intended to be used in the commission of, and/or which are proceeds from the commission of certain, specified criminal offenses, listed in Chapter 59 of the TCCP. Many felonious offenses in the Texas Penal, Finance, and Business and Commerce Codes, as well as other listed offenses within Chapter 59 of the TCCP, are subject to asset forfeiture on the state level.

FUNDING SOURCE:

ORG and Object Number
n/a

Available Budget	**Purchase Amount**	**After Encumber**
$0.00	$0.00	$0.00

ACTION ALTERNATIVES:
1. Approve.
2. Do not approve.
3. Other actions as directed by Council.

ATTACHMENTS:
Dallas County Chapter 59 Interlocal Local Agreement - Duncanville PD
Resolution No. - 2025-450 - Dallas County Asset Forfeiture ILA - Pdf

STATE OF TEXAS	**§**	**LOCAL AGREEMENT FOR THE DISPOSITION OF**
	§	**FORFEITED CONTRABAND PURSUANT TO CHAPTER**
COUNTY OF DALLAS	**§**	**59 OF THE TEXAS CODE OF CRIMINAL PROCEDURE**

This Local Agreement ("Agreement") is made by and between the Dallas County Criminal District Attorney's Office ("District Attorney") and the City of Duncanville on behalf of the Duncanville Police Department ("THE PD"), pursuant to Chapter 59 of the Texas Code of Criminal Procedure. The District Attorney or THE PD may hereinafter be referred to individually as a "Party", or collectively, the "Parties".

RECITALS:

WHEREAS, Chapter 59 of the Texas Code of Criminal Procedure, entitled "Forfeiture of Contraband" provides for the forfeiture to the State of Texas of property determined to be "contraband" as defined therein; and

WHEREAS, Article 59.06 of Chapter 59 of the Texas Code of Criminal Procedure ("TCCP") authorizes "local agreements" between the attorney representing the state and law enforcement agencies to effect the disposition of forfeited contraband; and

WHEREAS, the District Attorney represents the State of Texas in forfeiture proceedings involving contraband seized pursuant to Chapter 59 of the Texas Code of Criminal Procedure; and

WHEREAS, THE PD and District Attorney desire to enter into a "local agreement" regarding the disposition of contraband seized and forfeited under Chapter 59 of the Texas Code of Criminal Procedure; and

WHEREAS, Article 59.06 of Chapter 59 of the Texas Code of Criminal Procedure has authorized THE PD as the law enforcement agency and the District Attorney as the attorney representing the state to execute this Agreement; and

NOW, THEREFORE, THE PD and the District Attorney, in mutual consideration of the terms and conditions herein contained, hereby agree as follows:

SECTION 1: TERM/TERMINATION

The Term of this Agreement will commence on the Effective Date as defined herein, and will remain in effect through December 31, 2028, unless terminated earlier under any provision hereof ("Term"). After the initial term, this Agreement may be renewed for two (2) additional consecutive two (2) year terms with the written consent of all Parties and such renewals shall be in accordance with the terms of this Agreement unless amended. This Agreement may be terminated by either Party upon thirty (30) days prior written notice thereof to the other of its intention to terminate upon the date specified in such notice. Any pending forfeitures under this Agreement filed prior to the termination date, however, shall not be affected by such notices.

SECTION 2: CHAPTER 59 PROCEEDS DISTRIBUTION

A. In consideration for the services provided by THE PD and District Attorney associated with the forfeiture of contraband, THE PD and the District Attorney agree to the following obligations and disposition of proceeds from contraband seized and forfeited under Chapter 59 of the Texas Code of Criminal Procedure.

(1) **Currency**: THE PD will receive sixty-five percent (65%), and the District Attorney will receive thirty-five percent (35%) of the value all Normal Currency or Currency Equivalent.

(2) **Real Property**: Real Property is to be sold or auctioned by THE PD. THE PD will receive sixty-five percent (65%) and the District Attorney will receive thirty-five percent (35%) of the value of all Real Property.

(3) **Motor Vehicles**: Motor Vehicles are to be auctioned, sold, or kept for use by THE PD. Regardless of whether a Motor Vehicle is kept for use by THE PD or how much it is sold or auctioned for**,** the District Attorney will receive Seven Hundred and Fifty Dollars and Zero Cents ($750.00) for each Motor Vehicle and THE PD will receive any remaining proceeds.

(4) **Collectibles:** Collectibles are to be sold or auctioned by THE PD.THE PD will receive sixty-five percent (65%), and the District Attorney will receive thirty-five percent (35%) of the value of all Collectibles.

(5) **Personal Property**: Personal Property is to be sold or auctioned by THE PD. If an item of Personal Property is sold or auctioned for more than Five Hundred Dollars and Zero Cents ($500.00), then THE PD will receive sixty-five percent (65%), and the District Attorney will receive thirty-five percent (35%) of the value of the item of Personal Property. If an item of Personal Property is sold or auctioned for less than Five Hundred Dollars and Zero Cents ($500.00), then then the District Attorney will receive Fifty Dollars and Zero Cents ($50.00) for each item of Personal Property and THE PD will receive any remaining proceeds.

(6) **Firearms and ammunition:** THE PD will be responsible for the ownership and disposition of all firearms, ammunition, and associated accessories and equipment that is seized and forfeited under Chapter 59, TCCP. The District Attorney will receive no percentage of any sales of firearms, ammunition, and associated accessories and equipment.

(7) **Precious Metals and Gemstones:** Precious Metals and Gemstones are to be sold or auctioned by THE PD. THE PD will receive sixty-five percent (65%) and the District Attorney will receive thirty-five percent (35%) of the value of all Precious Metals and Gemstones.

(8) **Buyback Agreement(s):** If any Motor Vehicle, Real Property, Collectibles, Personal Property, or Precious Metals and Gemstones is returned pursuant to a Buyback Agreement, then THE PD will receive sixty-five percent (65%) and the District Attorney will receive thirty-five percent (35%) of the Buyback Agreement amount.

B. The proceeds from the sale or auction of all contraband forfeited under Chapter 59 of the Code of Criminal Procedure (including Normal Currency and Currency Equivalent) shall be received by THE PD and deposited with THE PD's treasury. THE PD will then transfer to the District Attorney all money and proceeds of forfeited contraband in accordance with Section 2 A.(1)-(8) above. Payments to the District Attorney shall be made in accordance with Sections 2 and 3 of this Agreement.

C. In accordance with Article 59.06(c)(1), TCCP, all money and proceeds from the sale of contraband received by the District Attorney shall be deposited in a special fund in the County treasury for the benefit of the office of the District Attorney to be used by the District Attorney solely for the official purposes of the office.

D. In accordance with Article 59.06(c)(2), TCCP, all money and proceeds from the sale of contraband received by THE PD shall be deposited in a special fund to be used by THE PD solely for law enforcement purposes.

E. All auctions or sales shall be conducted in accordance with the policies and procedures of THE PD, Chapter 59 of the TCCP, and all applicable federal and state laws.

F. **Normal Currency Value**. Normal Currency under this Agreement includes but is not limited to the following: Negotiable Instruments, paper money, and coin money that is worth no more than their face value ("Normal Currency"). The value of Normal Currency and other negotiable instruments will be based on their face value.

G. **Currency Equivalent Value.** Currency Equivalent under this Agreement includes but is not limited to the following: Negotiable instruments worth more than their face value, gift cards, cryptocurrency, stocks, physical or digital tokens, non-metal commodities, bonds, and other negotiable instruments. The value of Currency Equivalents will be based on the net proceeds (after deduction of sale or auction expenses) from the sale or auction of Currency Equivalents.

H. **Collectibles Value**. Collectibles under this Agreement include but is not limited to the following: Paper money, coin money, and stamps that are worth more than their face value, sports cards, antiques, physical art, digital art, non-fungible token (NFT) art, and jewelry. The value of Collectibles will be based on the net proceeds (after deduction of sale or auction expenses) from the sale or auction of Collectibles.

I. **Real Property Value.** The value of Real Property will be based on the net proceeds (after deduction of sale or auction expenses) from the sale or auction of Real Property.

J. **Motor Vehicle(s)**. Motor Vehicle(s) under this Agreement includes but is not limited to the following: Cars, trucks, all-terrain vehicles, boats, scooters, mopeds, tractors, jet skis, trailers, mobile homes, recreational vehicles (RV), campers, and motorcycles.

K. **Personal Property Value**. An item of Personal Property under this Agreement includes but is not limited to the following: televisions, monitors, computers, drones, cellular phones, clothes, tools, and other items not defined in Section 2 F, G, H, I, J, or L. The value of an item of Personal Property will be based on net proceeds (after deduction of sale or auction expenses) from the sale or auction of an item of Personal Property.

L. **Precious Metals and Gemstones Value**. Precious Metals and Gemstones under this Agreement includes but is not limited to the following: gold, silver, platinum, and precious or semiprecious stones. The value of Precious Metals and Gemstones will be based on net proceeds (after deduction of sale or auction expenses) from the sale of Precious Metals and Gemstones.

SECTION 3: PAYMENT TERMS AND OBLIGATIONS

A. This Agreement shall apply to any case which is administratively closed by the District Attorney during the Term of this Agreement. A case is considered administratively closed once the District Attorney has closed the case file. Contraband is to be considered forfeited once a forfeiture judgment has been executed, and the time to file a Motion for New Trial or Notice of Appeal has expired ("Final Judgment"). Within ten (10) business days from the entry of the Final Judgment, the District Attorney shall deliver to THE PD the Final Judgment. THE PD shall proceed to sell or auction the contraband in the manner set forth in Subsection 3C below. THE PD shall send notice to the District Attorney of the final auction or sale amount no later than five (5) business days after the sale or auction of Real Property, Collectibles, Personal Property, or Precious Metals and Gemstones. After receiving notice from THE PD, the District Attorney will issue an invoice to THE PD. Payments to the District Attorney for Normal Currency, Buyback Agreements, Motor Vehicles, Real Property, Collectibles, Personal Property, or Precious Metals and Gemstones shall be made no later than sixty (60) days after THE PD receives an invoice and Final Judgment from the District Attorney. All invoices will be submitted in a format that is in accordance with the District Attorney's internal processes and policies.

B. All payments made to the District Attorney shall be from money or proceeds from the sale or auction of contraband seized and forfeited pursuant to this Agreement. If applicable, THE PD will also pay the District Attorney any interest earned from the date of seizure until the date of payment on the District Attorney's portion of the forfeited contraband proceeds. All costs of court proceedings and related litigation expenses shall be paid by THE PD. All costs of title commitments, title searches, and title policies shall be paid by THE PD when the forfeiture of Real Property is involved. All expenses related to the appraisal or valuation of any contraband shall be paid by THE PD. Any pre or post judgment interest ordered by a Court shall be paid by THE PD.

C. All Real Property, Collectibles, Personal Property, or Precious Metals and Gemstones shall be sold or auctioned by THE PD within six (6) months after receiving notice of the Final Judgment. THE PD shall seek the best value for all contraband sold or auctioned.

D. If payment is not made by THE PD by the payment due date in accordance with Section 3A. then THE PD shall pay to the District Attorney forty percent (40%) of the Buyback Agreement amount, and forty percent (40%) of the value of the Normal Currency, Currency Equivalent, Real Property, Collectibles, Precious Metals and Gemstones, or Personal Property (over $500.00) items forfeited pursuant to the Final Judgment ("Revised Distribution") and all interest earned on the Revised Distribution from the date of seizure until the date of payment.

E. If payment is not made by THE PD by the payment due date in accordance with Section 3A., then THE PD shall pay to the District Attorney Seventy-Five Dollar and No Cents ($75.00) for each item of Personal Property (under $500.00) forfeited pursuant to the Final Judgment and all interest earned on Seventy–Five Dollars and No Cents ($75.00) from the date of seizure until the date of payment.

F. If payment is not made by THE PD by the payment due date in accordance with Section 3A., then THE PD shall pay to the District Attorney One Thousand One Hundred and Twenty-Five Dollars and No Cents ($1,125.00) for each Motor Vehicle forfeited pursuant to the Final Judgment and all interest earned on One Thousand One Hundred and Twenty-Five Dollars and No Cents ($1,125.00) from the date of seizure until the date of payment.

G. THE PD shall require its officers to cooperate with the District Attorney, including but not limited to, being available to testify at hearings and trials, providing offense reports to the District

Attorney upon request, and providing any and all additional evidence that may be necessary for any and all forfeiture cases and proceedings.

H. This Agreement shall not be construed to impose a duty on the District Attorney to file or institute forfeiture proceedings in any particular case or instance.

I. In accordance with Article 59.03(c), THE PD shall have custody and be responsible for any property or contraband that is seized pursuant to this Agreement until the property or contraband is returned to the defendant or finally forfeited and proceeds have been distributed.

J. In the event that an audit is conducted pursuant to Article 59.061 TCCP, THE PD shall cooperate with the District Attorney, including but not limited to, providing all records or information related to this Agreement or any forfeiture case filed pursuant to this Agreement.

SECTION 4: ADDENDUMS

In the event that the District Attorney determines in its sole discretion that significant time and effort is necessary for pre-seizure planning of a seizure and/or arrest, the case will be developed as a joint investigation with the percentage apportioned between the Parties commensurate with the time and effort required by each and an addendum to this Agreement will be executed by the Parties as it pertains to the particular seizure and/or arrest.

SECTION 5: LIABILITY

Neither Party shall be responsible for the alleged, presumed, or adjudged negligent acts or omissions, or other tortious conduct of the other Party in the course of performance of this Agreement. Nothing in this section is intended to waive any sovereign immunity, governmental immunity or other defenses available to the Parties under federal or state law. Nothing in this section shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All Parties agree that any such liability or damages occurring during the performance of this Agreement caused by the joint or comparative negligence of the Parties, or their employees, agents or officers, shall be determined in accordance with comparative responsibility laws of Texas. This Section shall survive termination of this Agreement.

SECTION 6: 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:

If intended for the District Attorney:

Dallas County District Attorney's Office
Frank Crowley Courts Building
133 North Riverfront Blvd., LB-19
Dallas, Texas 75207
ATTN: Administrative Attorney

District Attorney – Civil Division
Administrative Building
500 Elm Street, Suite 6300
Dallas, Texas 75202
ATTN: Forfeiture Attorney

If intended for THE PD, to:

The Police Chief
203 East Wheatland Road
Duncanville, Texas 75116

SECTION 7: MISCELLANEOUS PROVISIONS

A. ENTIRE AGREEMENT AND AMENDMENT. This Agreement constitutes the entire agreement between the Parties and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. 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. 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.

B. COUNTERPARTS, NUMBER/GENDER AND HEADINGS. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. 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.

C. 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.

D. DEFAULT/CUMULATIVE RIGHTS/MITIGATION. It is not a waiver of default if the non-defaulting Party fails to immediately 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 an 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 any other remedy. 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. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. The Parties have a duty to mitigate damages.

E. SOVEREIGN IMMUNITY. This Agreement is expressly made subject to the Parties' 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 the Parties have by operation of law, or otherwise. Nothing in this Agreement is intended to benefit any third-party beneficiary.

F. COMPLIANCE WITH LAWS AND VENUE. In carrying out the obligations required by this Agreement, the Parties 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 state and federal Court physically located in Dallas County, Texas.

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

H. CONTRA PROFERENTEM. The doctrine of contra proferentem 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.

I. ASSIGNMENT. Neither Party may transfer or assign its interest in this Agreement. .

J. 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.

K. SIGNATORY WARRANTY. THE PD and the District Attorney 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.

[Signatures on following page]

EXECUTED THIS _____DAY OF _____ 2025. ("Effective Date")

DISTRICT ATTORNEY:

_____
John Creuzot
Dallas County Criminal District Attorney

THE PD:

_____
Douglas E. Finch
City Manager

RECOMMENDED AND APPROVED:

_____
Matthew Stogner
Police Chief

APPROVED AS TO FORM*:

BARBARA NICHOLAS
CHIEF, CIVIL DIVISION

_____
James R. Palomo
Assistant District Attorney

APPROVED AS TO FORM:

THE PD/CITY LEGAL ADVISOR

_____

*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. 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).

RESOLUTION NO. 2025-450

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AN INTERLOCAL AGREEMENT, EFFECTIVE APRIL 15, 2025 AND EXPIRING DECEMBER 31, 2028, BETWEEN THE CITY OF DUNCANVILLE AND THE DALLAS COUNTY DISTRICT ATTORNEY'S (DA) OFFICE; TO PROVIDE STATE ATTORNEY REPRESENTATION, AS DEFINED IN CHAPTER 59 OF THE TEXAS CODE OF CRIMINAL PROCEDURE (TCCP), IN STATE ASSET FORFEITURE CASES IN WHICH THE CITY SEEKS THE AWARD OF PROPERTY SEIZED, AS AUTHORIZED BY CHAPTER 59 OF THE TCCP, NOT TO EXCEED THE PERCENTAGES OF AND/OR FLAT FEES FOR SERVICES AS CONTAINED IN THE AGREEMENT FOR PROPERTY AWARDED; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 59 of the Texas Code of Criminal Procedure, entitled "Forfeiture of Contraband" provides for the forfeiture to the State of Texas of property determined to be "contraband" as defined therein; and

WHEREAS, Article 59.06 of the Texas Code of Criminal Procedure authorizes "local agreement" between the attorney representing the state and law enforcement agencies to effect the disposition of forfeited contraband; and

WHEREAS, the District Attorney may represent the State of Texas in forfeiture proceedings involving contraband seized pursuant to Chapter 59 of the Texas Code of Criminal Procedure; and

WHEREAS, the Duncanville Police Department and the District Attorney desire to enter into a "local agreement" regarding the disposition of contraband seized and forfeited under Chapter 59 of the Texas Code of Criminal Procedure; and

WHEREAS, Article 59.06 of Chapter 58 of the Texas Code of Criminal Procedure has authorized the Duncanville Police Department as the law enforcement agency and the District Attorney as the attorney representing the state to execute this Agreement; and

WHEREAS, the terms of this agreement shall apply to only those cases where contraband is finally forfeited and the cases are closed by the District Attorney or after the effective date of this agreement; and

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

SECTION 1. The City Council of the City of Duncanville, Texas does hereby approve the Interlocal Agreement between the City of Duncanville and the Dallas County District Attorney's Office, for the provision State Attorney representation in state asset forfeiture cases, as defined in Chapter 59 of the Texas Code of Criminal Procedure.

SECTION 2. That the City Council of the City of Duncanville, Texas, hereby, authorizes the City Manager to execute the inter local agreement.

SECTION 3. That this resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 15th day of April, 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 15 Apr 2025

TITLE:
Consider a Resolution authorizing the renewal of telephone and communications data systems and solutions services from RingCentral through The Interlocal Purchasing Systems (TIPS) contract in the estimated expenditure amount of $413,999 for five (5) years, paid annually at $82,799.80 per year.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Develop: Infrastructure Improvement Strategy**
  - **Ensure the viability and adaptability of the city's infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**

STAFF RESPONSIBLE:
Clayton Ganzer - Director of IT

BACKGROUND/HISTORY:
The City first made a contract in 2020 for VoIP phone services from RingCentral with a 3 year TIPS contract. In 2023 City Council extended the original contract for an additional year. This resolution would create a new 5 year agreement, based on TIPS contract and pricing. Currently we pay $82,799.80 per year. Extended for 5 years we get to the not to exceed amount of $413,999. Starting with next years RingCentral agreement (2026 plan), we will have the ability to audit our current services, features, and options. Based on that plan review, we anticipate a slight reduction in annual costs.

POLICY EXPLANATION:
This resolution is needed in order to maintain our VoIP phone services, and create a multi-year contract. Expenses exceed the $50,000 threshold, requiring City Council approval.

FUNDING SOURCE:

ORG and Object Number
01011400-700440

Available Budget	Purchase Amount	After Encumber
$83,759.16	$83,759.16	$0.00

ACTION ALTERNATIVES:

1. Approved 5 year contract in the amount of $413,999.00.
2. Do not approve 5 year contract for IT to procure VoIP services through RingCentral
3. Other actions as directed by Council.

ATTACHMENTS:

240303_CONTRACT_RingCentral
EDGAR Compliance Document 2020
Resolution No. - 2025-433 - Renewal of Telephone and Communications Data Systems and Solutions - Pdf

TIPS VENDOR AGREEMENT

TIPS RFP 240303 Telephone and Communications Data Systems and Solutions

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

RingCentral Inc.

(RingCentral, Inc.]

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS ("TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members. Vendor's Master Services Agreement (MSA) is attached to this Vendor Agreement, and the terms and conditions in the MSA shall apply to TIPS Sales except as may be expressly changed or modified by the TIPS Member Customer through negotiation of the Supplemental Agreement. The MSA, if accepted by the TIPS Member, provides the basis for terms and conditions governing the purchase of services and related products by TIPS Members from Vendor under the contract award resulting from RFP 240303 Telephone and Communications Data Systems and Solutions.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

    b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS

Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against

Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** This Agreement with TIPS is for approximately three years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

    Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

    Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

    Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

    Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be three-years from the Term Calculation Start Date.

    Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "three-year" term, (which is subject to an extension(s)) will be May 31, 2026 in this example.

    Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

    Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2026, then the one-year renewal is effective from May 31, 2026 to May 31, 2027.

    TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

14. **Indemnification of TIPS.** **VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN**

WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS.** APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F). EXCEPT AS SET FORTH HEREIN, THE TOTAL CUMULATIVE LIABILITY OF THE PARTIES UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS RECEIVED BY VENDOR FOR TIPS SALES UNDER THIS AGREEMENT DURING THE PREVIOUS TWELVE (12) MONTHS. LIMITATIONS UNDER THIS SECTION WILL NOT APPLY TO: (I) FEES OWED BY CUSTOMER; (II) EITHER PARTY'S LIABILITY FOR INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; (III) EITHER PARTY'S LIABILITY RESULTING FROM GROSS NEGLIGENCE, FRAUD, OR WILLFUL OR CRIMINAL MISCONDUCT; (IV) CUSTOMER'S LIABILITY RESULTING FROM USE OF THE SERVICES IN BREACH OF THE ACCEPTABLE USE POLICY OR EMERGENCY SERVICES POLICY; (V) EITHER PARTY'S LIABILITY ARISING FROM DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, OR FOR ANY OTHER LIABILITY WHICH MAY NOT BE RESTRICTED, LIMITED OR EXCLUDED PURSUANT TO APPLICABLE LAW.

15. **Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.

16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall provide such assistance as is reasonably requested by Vendor.

17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.

18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the

Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General

within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. **Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

20. **Circumvention of TIPS Sales**. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. **State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. **Termination.**

A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.

B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding

termination and the Survival Clause term.

E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

23. Survival Clause. It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

24. Audit Rights. Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

25. Conflicts of Interest. The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

26. Volume of TIPS Sales. Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

27. Compliance with the Law. The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

28. Severability. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

29. Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

30. Immunity. Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

31. **Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability:	$1,000,000 each Occurrence/Aggregate
Automobile Liability:	$300,000 Includes owned, hired & non-owned
Workers' Compensation:	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability:	$1,000,000 each Occurrence/Aggregate

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

37. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party provided, however, that upon written notice to TIPS, Vendor may assign the Agreement and all of Vendor's rights and obligations thereunder without the prior approval of TIPS (a) to an affiliate of Vendor; (b) to the Vendor's successor or surviving entity in connection with a merger, acquisition, sale of all or substantially all of its assets used in connection with the provision of services under this Agreement; or (c) as part of the transfer or disposition of more than fifty percent (50%) of Vendor's voting control or assets. This Agreement will bind and inure to the benefit of the Parties, and their permitted assigns and successors. Written consent of TIPS shall not be unreasonably withheld.

38. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

42. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

43. **Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

44. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

45. **Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art, music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of

the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

46. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

47. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

48. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

49. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

50. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

51. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

DocuSign Envelope ID: B17E285A-6612-4637-9838-62260293CCD6

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS RFP 240303 Telephone and Communications Data Systems and Solutions

Vendor Name: RingCentral, Inc.

Vendor Address: 20 Davis Drive

City: Belmont State: CA Zip Code: 94002

Vendor Authorized Signatory Name: Matt Foosaner

Vendor Authorized Signatory Title: Regional Vice President, Public Sector Sales

Vendor Authorized Signatory Phone: 540-466-1565

Vendor Authorized Signatory Email: matt.foosaner@ringcentral.com

Vendor Authorized Signature: DocuSigned by: Matt Foosaner D86C384DB55847B... Date: 6/3/2024

(*The following is for TIPS completion only*)

TIPS Authorized Signatory Name: David Wayne Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 6/4/2024

240303
RingCentral Inc.
Supplier Response

Event Information

Number: 240303
Title: Telephone Communications and Data Systems and Solutions
Type: Request for Proposal
Issue Date: 3/7/2024
Deadline: 4/19/2024 03:00 PM (CT)
Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLDS TIPS CONTRACT 210303 TELEPHONE AND COMMUNICATIONS DATA SYSTEMS AND SOLUTIONS ("210303"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR TELEPHONE/COMMUNICATION OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 210303

-

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 210303 WHICH COVERS ALL OF YOUR TELEPHONE/COMMUNICATION OFFERINGS AND YOU ARE SATISFIED WITH IT,

THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

RingCentral Inc. Information

Contact: Jeannie Horton-Isreal
Address: 20 Davis Drive
Belmont, CA 94002
Phone: (816) 506-9277
Email: jeannie.hortonisreal@ringcentral.com
Web Address: https://www.ringcentral.com/

By submitting your response, you certify that you are authorized to represent and bind your company.

Jeannie Horton-Isreal
Signature

jeannie.hortonisreal@ringcentral.com
Email

Submitted at 4/18/2024 09:29:18 AM (CT)

Requested Attachments

Pricing Form 1

240303 Pricing Form 1 _RingCentral.xlsx

Pricing Form 1 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Vendor Agreement Signature Form

Complete_with_DocuSign_240303 _Vendor_Agreeme.pdf

The Vendor Agreement Signature Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement

RL_240303 Vendor Agreement.docx

The Vendor Agreement must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Pricing Form 2

240303 Pricing Form 2.xlsx

Pricing Form 2 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Reference Form

240303 Reference Form.xls

The Reference Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form

Complete_with_DocuSign_240303 _Required_Confi_SIGNED.pdf

The Required Confidentiality Claim Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Current Form W-9

2024 RC Inc W-9 (Signed).pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Alternate or Supplemental Pricing Documents

2024 Vendor Catalog.xlsx

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Supplemental Vendor Information (Supplemental Vendor Information Only) *No response*

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only) RingCentral_TIPS_Supplemental Terms for Customers.pdf

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Certificates & Licenses (Supplemental Vendor Information Only) *No response*

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only) *No response*

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Disclosure of Lobbying Activities - Standard Form - LLL *No response*

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Conflict of Interest Questionnaire - Form CIQ *No response*

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Bid Attributes

1	**Disadvantaged/Minority/Women Business & Federal HUBZone** Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor? If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location. NO

2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

Yes - All 50 States

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

No response

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

RingCentral is a leading provider of business cloud communications and contact center solutions based on its powerful Message Video Phone™????(MVP™) platform. More flexible and cost effective than legacy on-premise PBX and video conferencing systems that it replaces, RingCentral empowers modern mobile and distributed workforces to communicate, collaborate, and connect via any mode, any device, and any location. RingCentral offers three key products in its portfolio including RingCentral Office®?, a Unified Communications as a Service (UCaaS) platform including team messaging, video meetings, and a cloud phone system, Glip?®??the company's free video meetings solution with team messaging that enables Smart Video Meetings™, and RingCentral cloud Contact Center solutions. RingCentral's open platform integrates with leading third party business applications and enables customers to easily customize business workflows.

6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Jeannie Horton-Isreal

7 Primary Contact Title

Primary Contact Title

Public Sector Contract Administrator

8 Primary Contact Email

Please enter a valid email address that will definitely reach the Primary Contact.

jeannie.hortonisreal@ringcentral.com

9	**Primary Contact Phone** Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly. 8165069277
10	**Primary Contact Fax** Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). *No response*
11	**Primary Contact Mobile** Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). *No response*
12	**Secondary Contact Name** Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract. Public Sector Contracts
13	**Secondary Contact Title** Secondary Contact Title Public Sector Contracts
14	**Secondary Contact Email** Please enter a valid email address that will definitely reach the Secondary Contact. publicsectorsales@ringcentral.com
15	**Secondary Contact Phone** Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly. 8165069277
16	**Secondary Contact Fax** Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). *No response*
17	**Secondary Contact Mobile** Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). *No response*

18 **Administration Fee Contact Name**

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

Jeannie.hortonisreal@ringcentral.com

19 **Administration Fee Contact Email**

Please enter a valid email address that will definitely reach the Administration Fee Contact.

jeannie.hortonisreal@ringcentral.com

20 **Administration Fee Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

8165069277

21 **Purchase Order and Sales Contact Name**

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

Jeannie Horton-Isreal

22 **Purchase Order and Sales Contact Email**

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

publicsectorsales@ringcentral.com

23 **Purchase Order and Sales Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

8165069277

24 **Company Website**

Company Website (Format - www.company.com)

www.ringcentral.com

25 **Entity D/B/A's and Assumed Names**

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

N/A

26 **Primary Address**

Primary Address

20 Davis Drive

27 **Primary Address City**

Primary Address City

Belmont

28 **Primary Address State**

Primary Address State (2 Digit Abbreviation)

CA

29 **Primary Address Zip**

Primary Address Zip

94002

30 **Search Words Identifying Vendor**

Please list all search words and phrases to be included in the TIPS database related to your entity. ***Do not*** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

Cloud, CCaaS, contact center, RingCentral, Unified Communications, UCaaS, VoIP, Professional Services, Message, Video, Phone, SMS, MMS, Integration, AI, Software as a Service, webinar, open platform, communications, seamless

31 **Certification of Vendor Residency (Required by the State of Texas)**

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; ***or*** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

No

32 **Vendor's Principal Place of Business (City)**

In what city is Vendor's principal place of business located?

Belmont

33 **Vendor's Principal Place of Business (State)**

In what state is Vendor's principal place of business located?

California

34 **Vendor's Years in Business**

How many years has the business submitting this proposal been operating in its current capacity and field of work?

25

35 **Certification Regarding Entire TIPS Agreement**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes, Vendor agrees

36 **Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)**

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is $100 and for "Tablet Set-Up Service" is $100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $90, "Tablet Set-Up Service" - $90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for $200 and have increased the price of "Tablet A" to $110 and the price of "Tablet Set-Up Service" to $110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $99, "Tablet Set-Up Service" - $99, and "Tablet B" - $180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?

5%

37 **Honoring Vendor's Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

Yes, Vendor agrees

38 **Volume and Additional Discounts**

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

Yes

39	**"Catalog Pricing" and Pricing Requirements** **<u>This is a requirement of the TIPS Contract and is non-negotiable.</u>** In this solicitation and resulting contract, "Catalog Pricing" shall be defined as: "The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that: A. is regularly maintained by the manufacturer or Vendor of an item; and B. is either published or otherwise available for review by TIPS or a customer during the purchase process; C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied. If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing. YES
40	**EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS** Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion. If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award. Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document? Yes, Vendor agrees

41	**TIPS Sales Reporting Requirements** **This is a requirement of the TIPS Contract and is non-negotiable.** By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.
42	**TIPS Administration Fee Requirement and Acknowledgment** **This is a requirement of the TIPS Contract and is non-negotiable.** The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.
43	**TIPS Member Access to Vendor Proposal & Documentation** **This is a requirement of the TIPS Contract and is non-negotiable.** Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

44	**Non-Collusive Bidding Certificate** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this proposal, the Vendor certifies that: 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor; 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;
45	**Antitrust Certification Statements (Tex. Government Code § 2155.005)** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein; (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law; (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.
46	**Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272** **This is a requirement of the TIPS Contract and is non-negotiable.** Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work. By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

47	**Required Confidentiality Claim Form** **This is a requirement of the TIPS Contract and is non-negotiable.** TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form. If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.
48	**Non-Discrimination Statement and Certification** **This is a requirement of the TIPS Contract and is non-negotiable.** In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs). Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments. ☑ Yes, I certify
49	**Limitation of Vendor Indemnification and Similar Clauses** **This is a requirement of the TIPS Contract and is non-negotiable.** TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State … " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Does Vendor agree? ☑ Yes, I Agree

50 **Alternative Dispute Resolution Limitations**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

Yes, Vendor agrees

51 **No Waiver of TIPS Immunity**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☑ Yes, Vendor agrees

52 **Payment Terms and Funding Out Clause**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☑ Yes, Vendor agrees

53 **Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)**

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

Yes, Vendor certifies

54	**Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)** If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes. When applicable, does Vendor certify? Yes, Vendor certifies
55	**Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)** Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes. Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this certification, “critical infrastructure” means “a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.” Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor. When applicable, does Vendor certify? Yes, Vendor certifies

56 **Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.”

“Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.”

When applicable, does Vendor certify?

Yes, Vendor certifies

57 **Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)**

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.”

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Yes, Vendor certifies

58 **Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term “company” shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term “boycott energy company” shall mean “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a).” (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes, Vendor certifies

59 **Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;

B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

A. My firm is a publicly held corporation.

60 **Felony Conviction Notice - Texas Education Code 44.034 - Continued**

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)

2. The Felon(s) title/role in Vendor's entity, and

3. Details of Felon(s) Conviction(s).

N/A

61 **Conflict of Interest Questionnaire Requirement**

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

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

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

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

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes, Vendor certifies - VENDOR HAS NO CONFLICT

62 **Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Not Applicable

63 **Upload of Current W-9 Required**

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

64 **Regulatory Good Standing Certification**

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes, Vendor certifies

65 **Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response

66 **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

67 **Suspension or Debarment Certification**

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes, Vendor certifies

68 **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

Yes, I certify - NONE (Section A)

69	**Certification Regarding "Choice of Law" Terms with TIPS Members** Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
70	**Certification Regarding "Venue" Terms with TIPS Members** Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
71	**Certification Regarding "Automatic Renewal" Terms with TIPS Members** Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees

72	**Certification Regarding "Indemnity" Terms with TIPS Members** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
73	**Certification Regarding "Arbitration" Terms with TIPS Members** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may ***not*** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
74	**2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION** TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"),Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor. Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.** If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

75	**2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds** This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members. If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds? Yes
76	**2 CFR Part 200 or Federal Provision - Contracts** Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Does vendor agree? Yes, Vendor agrees
77	**2 CFR Part 200 or Federal Provision - Termination** Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS. Does vendor agree? Yes, Vendor agrees

78	**2 CFR Part 200 or Federal Provision - Clean Air Act** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree? Yes, Vendor agrees
79	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Does Vendor agree? Yes, Vendor agrees

80 **2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

Yes, Vendor certifies - NO Reportable Lobbying

81 **2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

82 **2 CFR Part 200 or Federal Provision - Federal Rule**

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Yes, Vendor certifies

83	**2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Does vendor certify that it is in compliance with these provisions? Yes, Vendor certifies
84	**2 CFR Part 200 or Federal Provision - Rights to Inventions** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above. Does vendor certify? Yes, Vendor certifies

85	**2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions** As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber. Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Does Vendor Certify? Yes, Vendor certifies
86	**2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications** ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Does vendor certify? Yes, Vendor certifies

87 **2 CFR Part 200 or Federal Provision - Contract Cost & Price**

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes, Vendor certifies

88 **2 CFR Part 200 or Federal Provision - Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes, Vendor certifies

89 **2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance**

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes, Vendor certifies

90 **2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards**

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes, Vendor certifies

91 **2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records**

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

92 **2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act**

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes, Vendor certifies

93	**2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy** Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. Does Vendor certify? Yes, Vendor certifies
94	**2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations** For contracts resulting from this procurement, in excess of $100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. Does Vendor certify? Yes, Vendor certifies
95	**2 CFR Part 200 or Federal Provision - Record Retention Requirements** For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed. Does Vendor certify? Yes, Vendor certifies
96	**2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question. NO

97	**2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** **Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.** Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section. Does Vendor certify? No, Vendor does not certify
98	**ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY** By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers. Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS 240303 Telephone and Communications Data Systems and Solutions	[RingCentral, Inc.]

TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not affiliates/partners/manufacturers/resellers, etc.

You must provide below at least three (3) references from three different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

Customer Entity Name	Customer Contact Name	Valid Contact Email	Valid Contact Phone
The University of Tennessee - Kno	Steve Keys	jkeys@utk.edu	865-974-6500
The University of Tennessee Healt	Ron South	rsouth2@uthsc.edu	901-448-1636
The University of Memphis	Michael Heppner	mheppner@memphis.edu	(901) 678-2000

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TIPS CONTRACT 240303

REQUIRED CONFIDENTIALITY CLAIM FORM

(*VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION*)

Vendor Entity Name: RingCentral, Inc.

Vendor Authorized Signatory Name: Matt Foosaner

Vendor Authorized Signatory Title: Regional Vice President, Public Sector Sales

Vendor Authorized Signatory Email: matt.foosaner@ringcentral.com

Vendor Address: 20 Davis Drive

City: Belmont State: CA Zip Code: 94002

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute ***Option 1 only*** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(*VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM*)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: DocuSigned by: Matt Foosaner D86C384DB55847B...

THE INTERLOCAL PURCHASING SYSTEM

A Department of Education Service Center Region 8, 4845 US Highway 271 North, Pittsburg, Texas 75686, (866) 839-8477

To: All TIPS Members

Re: TIPS Federal Funds Disclaimer and Information Sheet

To whom it may concern:

You have clicked on a link or otherwise sought to determine whether a specific TIPS Vendor on a specific TIPS Contract is EDGAR compliant. If the website states "No" to EDGAR compliance for that specific Vendor Contract, then the specific TIPS Vendor on that specific TIPS Contract is ***not EDGAR compliant***. If the website states "View Doc" to EDGAR compliance and you are linked to this letter, then TIPS has ensured the specific TIPS Vendor's compliance with 2 CFR 200 on the specified contract ***to the extent a cooperative can do so***, as described below.

Region 8 Education Service Center (Region 8 ESC) is a Texas Education Service Center which operates The Interlocal Purchasing System (TIPS), a purchasing cooperative and department of Region 8 ESC. This document certifies that Region 8 ESC and TIPS made every effort to comply with the most restrictive requirements of 2 CFR 200, identified for educational purposes as the Education Department General Administrative Regulations ("EDGAR"). Please note that federal funds not sourced from the US Department of Education are likely regulated by 2 CFR 200 but are not technically "EDGAR." Each federal agency and its corresponding state "pass-through" agency may interpret 2 CFR 200 differently. TIPS certifies that it competitively procures all awarded contracts pursuant to § 44.031 of the Texas Education Code, or Texas Government Code § 2269, as applicable, the most restrictive procurement method, and performs the most restrictive procurement method required by law and regulation, including all of the necessary steps outlined in 2 CFR 200, except the Price or Cost Analysis for purchases of $250,000 and greater. (See below). ***This letter certifies that the Vendor agreed to those 2 CFR 200 contract provisions for the specified contract.***

However, this TIPS certification cannot relieve Members of federal requirements that cannot reasonably be performed by cooperatives. For example, 2 CFR 200 requires a cost or price analysis for purchases over $250,000.00, a threshold adopted by TEA and the US Dept. of Education. TIPS does not perform a formal cost or price analysis because TIPS is not the entity making the actual purchase of goods or services. If a Vendor is awarded then TIPS has determined that the pricing is within the competitive range for the Vendor's offering. However, when required by law, the TIPS Member must perform the required analysis on the specific goods or services before seeking TIPS pricing/purchasing from the TIPS Vendor and then upon completion of the purchase process.

Additionally, due to the Texas Department of Agriculture Guidance ARM Section 17 ("ARM Section 17"), relating to Federal Child Nutrition Program Funds (Primarily Texas Public School Fund 240), requirement that all solicitations include specific quantities of goods or services purchased, TIPS Contracts are not in compliance with ARM Section 17 as a **stand-alone** purchase contract. This is because TIPS has no way of predicting which Members will purchase specific quantities of goods and services. However, for Federal Child Nutrition Fund purchases in which the ARM Section 17 required cost or price analysis has been performed by the Member, TIPS contracts may be used in conjunction with the Member's three quote process ***unless labeled with "No" as to EDGAR compliance***. See also ARM Section 17.84 addresses purchasing through a "Third Party Cooperative that does not follow USDA Procurement Regulations". This will include TIPS and possibly other cooperatives that do not specify the exact quantities and line items procured by the cooperative. See the latest ARM Section 17 here.

If this letter was linked or provided in relation to a specific Vendor Contract then the Vendor has agreed to the 2 CFR 200 Contract provisions. For our Members' benefit, we encourage you, when expending federal funds, to make certain that you understand and comply with any other 2 CFR 200 requirements that cannot necessarily be met on your behalf by a cooperative. We also encourage you to incorporate all 2 CFR 200 TIPS Contract provisions agreed to by the Vendor into all supplemental agreements you enter into with the TIPS Vendor, if any. While TIPS works very hard to ensure legal purchasing compliance on Members' behalf TIPS does not provide legal counsel to its Members. TIPS recommends that you consult your legal counsel when executing contracts with TIPS Vendors. TIPS reserves the right to change its process as necessary in relation to updated guidance. Thank you for being a Member of TIPS and for letting us assist with your procurement needs.

SAR01242020

RESOLUTION NO. 2025-433

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE RENEWAL OF TELEPHONE AND COMMUNICATIONS DATA SYSTEMS AND SOLUTIONS SERVICES FROM RINGCENTRAL THROUGH THE INTERLOCAL PURCHASING SYSTEMS (TIPS) CONTRACT IN THE ESTIMATED EXPENDITURE AMOUNT OF $413,999 FOR FIVE (5) YEARS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, It is necessary for the City to maintain its telephone and communications data systems and solutions; and

WHEREAS, The City has implemented RingCentral starting in 2020; and

WHEREAS, The Interlocal Purchasing Systems (TIPS) has evaluated proposals and awarded an agreement to RingCentral.

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

SECTION 1. The City Council of the City of Duncanville does hereby authorize and approve the renewal of the telephone and communications data systems and solutions with RingCentral using The Interlocal Purchasing System (TIPS) agreement in an amount not to exceed $413,999.

SECTION 2. The City Council of the City of Duncanville authorizes the City Manager, or his designee, to execute the necessary agreement, document, and/or purchase orders; and

SECTION 3. This resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 15th day of April, 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 15 Apr 2025

TITLE:
City Council to consider Resolution 2025-453 which would request the P&Z to hold a public hearing for 626 Crestside Dr, Duncanville, TX 75137 to address concerns of residents relating to specific use permit.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**
- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:
Victor Barrera, Economic Development Director

BACKGROUND/HISTORY:
Complaints from neighboring property owners about the Moore Supply facilities have negatively affected their enjoyment of their properties and overall quality of life. Furthermore, since no conditions were attached to the approval of the Specific Use Permit (SUP) regulating the operation of this business, it would be beneficial to hold a public hearing at the Planning and Zoning Commission (PZC) level. This hearing would allow for a discussion of the business's impact on adjacent properties and consideration of applying operational conditions to adequately address the residents' concerns.

POLICY EXPLANATION:
Due to the lack of conditions associated with the approval of the Special Use Permit (SUP) and the fact that the business's growth has affected neighboring properties, it is important to discuss implementing operational conditions to minimize the impact on these adjacent properties.

FUNDING SOURCE:

ORG and Object Number

NA

Available Budget	**Purchase Amount**	**After Encumber**
$0.00	$0.00	$0.00

ACTION ALTERNATIVES:

1. Approve Resolution 2025-453 which approves a public hearing for 626 Crestside Dr, Duncanville, TX 75137.
2. Do not approve Resolution 2025-453 which approves a public hearing for 626 Crestside Dr, Duncanville, TX 75137.
3. Other actions as directed by Council.

ATTACHMENTS:

Duncanville.RESO.Authorizing Special Conditions to SUP-Crestview Properties 4930-8086-6867 v.1
Ord. No. 2506 - SUP 624, 626, 628 Crestside Drive

RESOLUTION NO. 2025-453

A RESOLUTION OF THE CITY COUNCIL OF DUNCANVILLE, TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE AND THE PLANNING AND ZONING COMMISSION TO CONDUCT A PUBLIC HEARING AFTER NOTICE IN COMPLIANCE WITH THE CITY OF DUNCANVILLE ZONING ORDINANCE AND STATE LAW TO CONSIDER AND RECOMMEND SPECIAL CONDITIONS TO THE SPECIAL USE PERMIT FOR THE USE AND OCCUPANCY OF THE REAL PROPERTY MORE COMMONLY KNOWN AS 624, 626, AND 628 CRESTSIDE DRIVE BEING BLOCK C, LOTS 20, 20.1, AND 21, IN THE CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and City Council of the City of Duncanville, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the City Council is of the opinion and finds that the Comprehensive Zoning Ordinance and Map should be amended as provided herein;

WHEREAS, the City Council has approved a Special Use Permit for real property located at 624, 626, And 628 Crestside Drive, being Block C, Lots 20, 20.1, And 21, in the City Of Duncanville, Dallas County, Texas; and

WHEREAS, the occupancy of said real property and operation attendant thereto has impacted the local neighborhood; and

WHEREAS, the City Council believes that special conditions should be considered and/or adopted to address traffic, queuing, lighting, hours of operation, ingress and egress within the special use site; and

WHEREAS, the City Manager and Planning and Zoning Commission should be directed to consider a recommendation to improve the Special Use Permit to ensure compatible land use with the surrounding residential uses; and

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

SECTION 1. That the City Manager or his designee and the Planning and Zoning Commission conduct a public hearing after Notice in Compliance with the City of Duncanville zoning Ordinances and State law to consider and recommend special conditions to the Special Use Permit for the use and occupancy of the real property described as Block C, Lots 20, 20.1,

and 21, more commonly known as 624, 626, and 628 Crestside Drive, in the City of Duncanville, Dallas County, Texas.

SECTION 2. That after consideration thereof and recommendation to the City Council, City Council shall be noticed and, a public hearing shall be conducted to consider any special conditions as an ordinance to the Special Use Permit for the above-mentioned Property described in this Resolution.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the _____ day of_____, 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

ORDINANCE NO. 2506

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, TO GRANT A SPECIFIC USE PERMIT FOR BUILDING MATERIAL SALES ON REAL PROPERTY ZONED AS COMMERCIAL DISTRICT ZONING DESCRIBED AS BLOCK C, LOTS 20, 20.1, AND 21, MORE COMMONLY KNOWN AS 624, 626, AND 628 CRESTSIDE DRIVE, IN THE CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS; PROVIDING FOR SPECIFIC USE PERMIT SITE PLAN, LANDSCAPE PLAN AND ELEVATIONS, WHICH ARE ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBITS 'A' THROUGH 'C', RESPECTIVELY; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING 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 and City Council of the City of Duncanville, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the City Council is of the opinion and finds that the Comprehensive Zoning Ordinance and Map should be amended as provided herein;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Duncanville, Texas, as heretofore amended, be and the same are hereby amended to grant a Specific Use permit for building material sales on real property zoned as Commercial District Zoning described as Block C, Lots 20, 20.1, and 21, more commonly known as 624, 626, and 628 Crestside Drive, in the City of Duncanville, Dallas County, Texas.

SECTION 2. That the above-described Property shall be used and developed only in the manner and for the purposes provided for by the Comprehensive Zoning Ordinance of the City of Duncanville and the Specific Use Permit Site Plan, Landscape Plan and Elevations, which are attached hereto and incorporated herein as Exhibits 'A' through 'C', respectively.

SECTION 3. That all provisions of the ordinances of the City of Duncanville in conflict with the provisions of this ordinance be and the same are hereby repealed and all ordinances not so in conflict shall remain in full force and effect.

SECTION 4. That 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 5. That 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 hereof 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 6. That any person, firm or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by a fine not to exceed the sum of two thousand dollars ($2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

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

DULY ORDAINED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 5th day of March, 2024.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

CITY OF DUNCANVILLE TEXAS

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

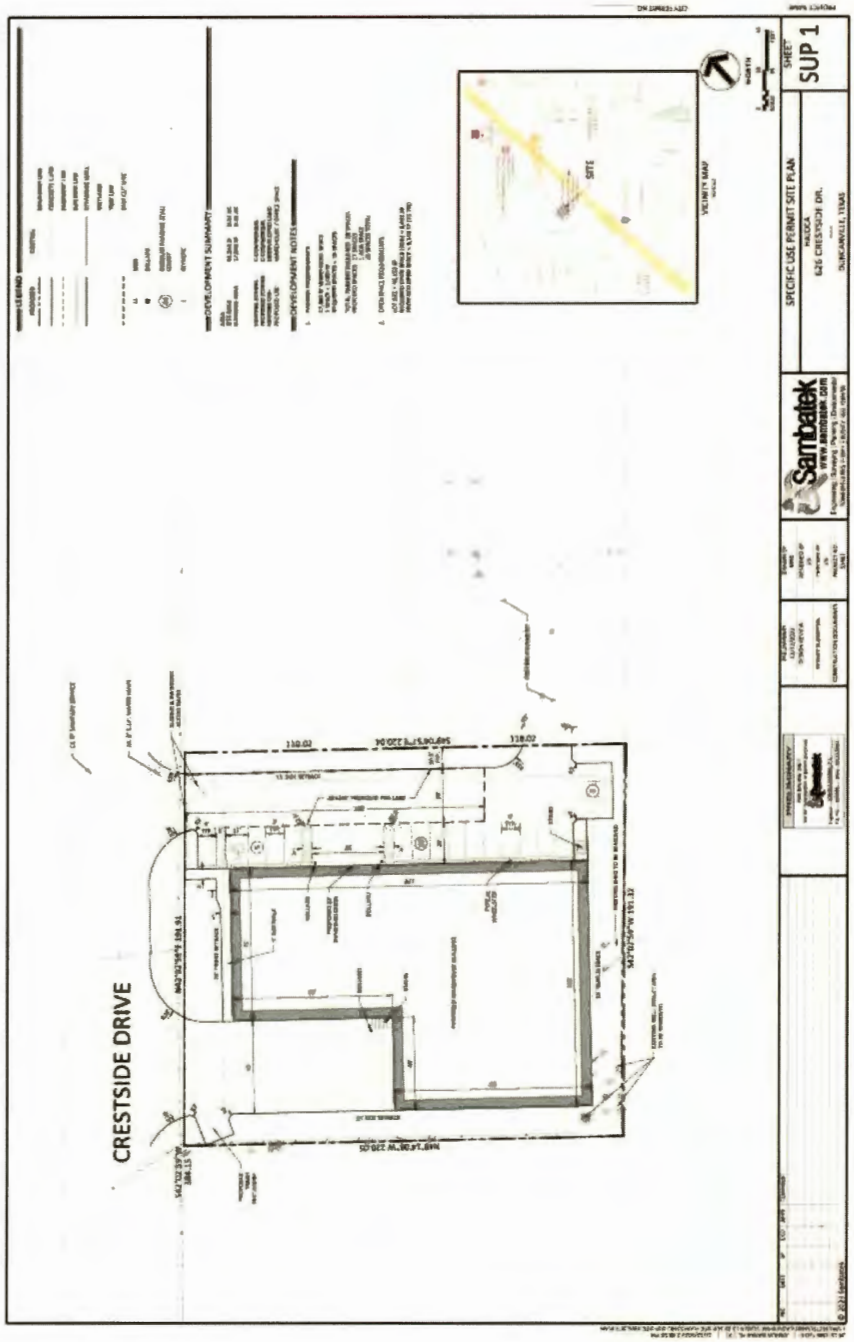

SPECIFIC USE PERMIT SITE PLAN
626 CRESTSIDE DR.
DUNCANVILLE, TEXAS
SUP 1
SITE
VICINITY MAP
CRESTSIDE DRIVE

EXHIBIT A

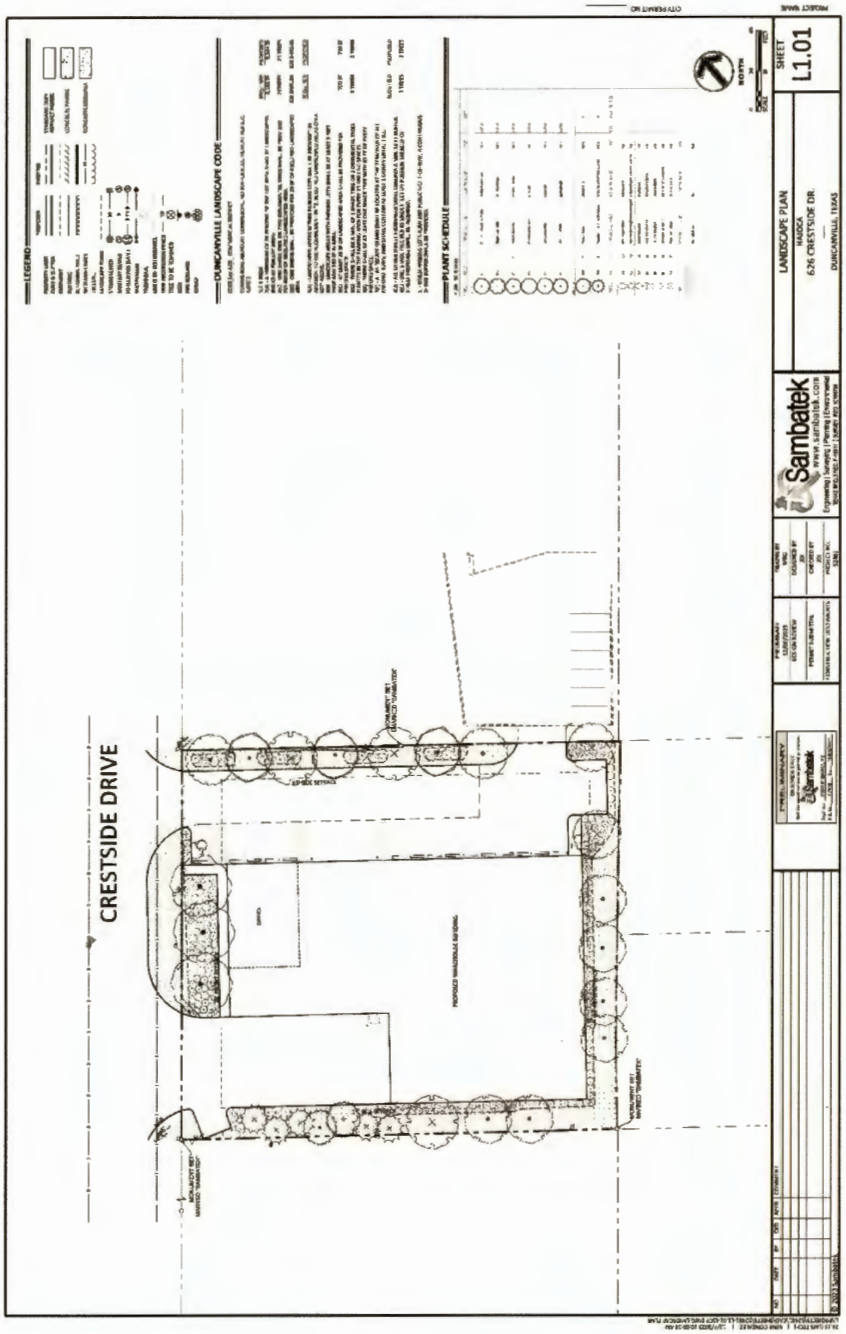
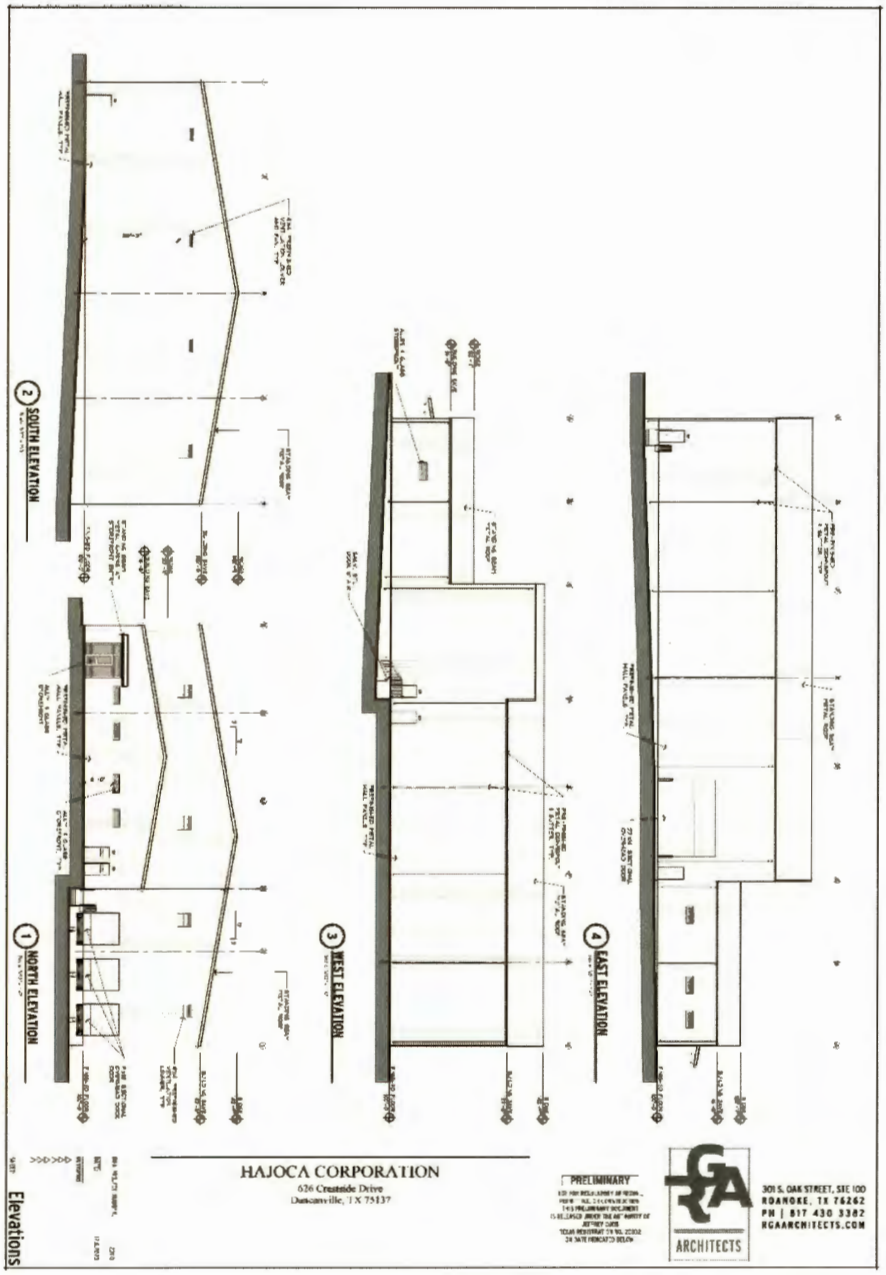

CRESTSIDE DRIVE
LANDSCAPE PLAN
626 CRESTSIDE DR.
DUNCANVILLE, TEXAS
L1.01
Sambatek

EXHIBIT B

EXHIBIT C


2 SOUTH ELEVATION
1 NORTH ELEVATION
3 WEST ELEVATION
4 EAST ELEVATION
HAJOCA CORPORATION
626 Crutside Drive
Duncanville, TX 75137
PRELIMINARY
ARCHITECTS
301 S. OAK STREET, STE 100
ROANOKE, TX 76262
PH | 817 430 3302
RGAARCHITECTS.COM
Elevations

STAFF REPORT

MEETING: City Council - 15 Apr 2025

TITLE:
Approval of the release of a privileged mowing lien (Reso. No. 2025-454) and a release of demolition lien (Reso. No. 2025-455) for 727 S. Cockrell Hill Road, Duncanville, TX 75137

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

STAFF RESPONSIBLE:
Victor Barrera, Economic Development Director

BACKGROUND/HISTORY:
Staff, along with DCEDC attorney Brandon Shelby and City Attorney Robert Hager, have been working diligently over the last few months to resolve the remaining liens on the property that were not extinguished by the foreclosure proceeding. The UCC lien took the longest to resolve, but that has been revised and is being removed from the title. We have sent the agreement outlining the settlement amount for the tax liens, and we should receive the release shortly. There are city liens remaining on the property due to outstanding property maintenance issues and the demolition of the previously located structure. The buyer has requested consideration of the approval to release those liens, allowing them to proceed with the project. There are Dallas County monies that are owed, but those will be paid from the proceeds of the sale.

POLICY EXPLANATION:
Approval of the release of liens would signify the commencement of construction on the HTeaO facility, thereby bringing the property back into productive use, generating revenue for the city, creating jobs, and serving as a catalyst for other investments in the area.

FUNDING SOURCE:

ORG and Object Number
NA

Available Budget	**Purchase Amount**	**After Encumber**
$0.00	$0.00	$0.00

ACTION ALTERNATIVES:
1. Approve the release of liens for 727 S. Cockrell Hill Road, Duncanville, TX 75137.
2. Do not approve the release of liens for 727 S. Cockrell Hill Road, Duncanville, TX 75137.

3. Other actions as directed by Council.

ATTACHMENTS:
ROL to be signed- Mowing Liens
Duncanville. RESO Approving Mowing Lien Release-Chammeyville 4917-5076-6383 v.1
ROL to be signed- Demo Lien
Duncanville.RESO Approving Demolition Release of Lien-Chammeyville 4929-2268-0111 v.1

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

RELEASE OF LIEN

Date: _____, 2024

Creditor: City of Duncanville

Debtor (or Borrower): Duncanville Real Estate LLC a/k/a Duncanville Real Est LLC

For and in consideration of an agreed sum, the receipt of which is hereby acknowledged and confessed the undersigned, its heirs, agents, successors, and assigns do hereby release, discharge, and relinquish Debtor (or Borrower) from any and all liens, claims, debts, demands, judgments, or causes of action that the undersigned has or may have as a result of the below referenced, recorded documents securing the payment of any and all related note(s) and any other obligations secured thereby:

Privileged Lien by City of Duncanville for removal of weeds, or other refuse, recorded in/under Document No(s). 201600010208, 201600193057, 201600320015, 201600320034,201600320035, 201600320036, 201700033071, 201700122084, 201700187240, 201700187241, 201700224444, 201700284093, 201700284094, 201700284095, 201700297731, 201700297732, 201700297738, 201800023107, 201800193470, 201800193471, 201800235855, 201800235866, 201800259882, 201800279574, and 201800279575 in the Real Property Records of Dallas County, Texas.

On or relating to the following described real property:

Lot 1, of CHAMMEYVILLE JUNCTION, an Addition to the City of Duncanville, Dallas County, Texas, according to the map or plat thereof recorded in Volume 88154, Page 2748, of the Deed Records of Dallas County, Texas.

The undersigned, its heirs, agents, successors, and assigns, do hereby release, discharge, and relinquish that certain lien, claim, debt, demand, judgment, or cause of action against the real property described above and said real property is hereby released.

When the context requires, singular nouns and pronouns include the plural.

SIGNATURES ON FOLLOWING PAGE

City of Duncanville

By: _____

Printed Name: _____

Title: _____

STATE OF TEXAS

COUNTY OF _____

Before me, the undersigned Notary Public, on this day personally appeared _____, acting as _____ on behalf of City of Duncanville, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2024.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Dorsett Johnson, LLP
407 Throckmorton, Suite 500
Fort Worth, Texas 76102

AFTER RECORDING RETURN TO:
_____
_____
_____

RESOLUTION NO. 2025-454

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING RELEASE OF A PRIVILEGED (MOWING) LIEN FOR REMOVAL OF WEEDS, OR OTHER REFUSE HELD BY THE CITY AGAINST DEBTOR DUNCANVILLE REAL ESTATE LLC. A.K.A. DUNCANVILLE REAL EST LLC, FOR THE REAL PROPERTY DESCRIBED AS LOT 1, OF CHAMMEYVILLE JUNCTION, AN ADDITION TO OTHE CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS, AS DEPICTED IN EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN; AND, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO SIGN AND EXECUTE SAID RELEASE OF LIEN; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville is the Owner of the real property described as Lot 1, of Chammeyville Junction, an addition to the City of Duncanville, Dallas County, Texas ("the Property"); and

WHEREAS, the City desires to release a privileged (mowing) lien on the property ("the Property") described as Lot 1, of Chammeyville Junction, an addition to the City of Duncanville, Dallas County, Texas, for the removal of weeds, or other refuse, by the City of Duncanville; and

WHEREAS, the City Council of the City of Duncanville authorizes the City Manager or designee to sign, execute, and record into the Real Property Records of Dallas County, Texas said release of lien;

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

SECTION 1. That the City of Duncanville does hereby authorize a Release of Lien, forgiving the privileged lien held against the real property described as Lot 1, of Chammeyville Junction, an Addition to the City of Duncanville, Dallas County, Texas, Recorded in/under Document Nos. 201600010208, 201600193057, 201600320015, 201600320034, 201600360035, 201600320036, 201700033071, 20170012284, 201700187240, 201700187241, 201700224444, 201700284093, 201700284094, 201700284095, 201700297731,201700297732, 201700297738, 201800023107, 201800193470,201800193471, 201800235855, 201800235866, 201800259882, 201800279574, and 201800279575 in the Real Property Records of Dallas County, Texas, for the costs of health and sanitation violations on said property.

SECTION 2. That the City Manager is hereby authorized to execute a Release of Lien on a form as set forth in Exhibit A which is attached hereto and incorporated herein, and shall cause such release to be filed in the Deed Records of Dallas County, Texas.

SECTION 3. This Resolution shall take effect immediately upon passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the ____ day of_____, 2025.

APPROVED:

_____
Greg Contreras, Mayor

ATTEST:

_____
Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____
Robert E. Hager, City Attorney

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

RELEASE OF LIEN

Date: _____, 2024

Creditor: City of Duncanville

Debtor (or Borrower): Duncanville Real Estate LLC

For and in consideration of an agreed sum, the receipt of which is hereby acknowledged and confessed the undersigned, its heirs, agents, successors, and assigns do hereby release, discharge, and relinquish Debtor (or Borrower) from any and all liens, claims, debts, demands, judgments, or causes of action that the undersigned has or may have as a result of the below referenced, recorded documents securing the payment of any and all related note(s) and any other obligations secured thereby:

Affidavit of Demolition Lien for demolition services, by City of Duncanville, in the amount of Thirty-Six Thousand Six Hundred Sixty-five 20/100 ($36,665.20), dated November 2, 2018, filed November 5, 2018, recorded in/under Clerk's File No. 201800292753 of the Real Property Records of Dallas County, Texas.

On or relating to the following described real property:

Lot 1, of CHAMMEYVILLE JUNCTION, an Addition to the City of Duncanville, Dallas County, Texas, according to the map or plat thereof recorded in Volume 88154, Page 2748, of the Deed Records of Dallas County, Texas.

The undersigned, its heirs, agents, successors, and assigns, do hereby release, discharge, and relinquish that certain lien, claim, debt, demand, judgment, or cause of action against the real property described above and said real property is hereby released.

When the context requires, singular nouns and pronouns include the plural.

SIGNATURES ON FOLLOWING PAGE

City of Duncanville

By: _____

Printed Name: _____

Title: _____

STATE OF TEXAS

COUNTY OF _____

Before me, the undersigned Notary Public, on this day personally appeared _____, acting as _____ on behalf of City of Duncanville, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2024.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Dorsett Johnson, LLP
407 Throckmorton, Suite 500
Fort Worth, Texas 76102

AFTER RECORDING RETURN TO:
_____
_____
_____

RESOLUTION NO. 2025-455

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING RELEASE OF DEMOLITION LIEN FOR DEMOLITION SERVICES HELD BY THE CITY AGAINST DEBTOR DUNCANVILLE REAL ESTATE LLC., FOR THE REAL PROPERTY DESCRIBED AS LOT 1, OF CHAMMEYVILLE JUNCTION, AN ADDITION TO OTHE CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS, AS DEPICTED IN EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN; AND, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO SIGN AND EXECUTE SAID RELEASE OF LIEN; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville is the Owner of the real property described as Lot 1, of Chammeyville Junction, an addition to the City of Duncanville, Dallas County, Texas ("the Property"); and

WHEREAS, the City desires to release demolition lien on the property ("the Property") described as Lot 1, of Chammeyville Junction, an addition to the City of Duncanville, Dallas County, Texas, in the amount of $36,665.20 for demolition services by the City of Duncanville, dated November 2, 2018; and

WHEREAS, the City Council of the City of Duncanville authorizes the City Manager or designee to sign, execute, and record into the Real Property Records of Dallas County, Texas said release of lien;

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

SECTION 1. That the City of Duncanville does hereby authorize a Release of Lien, forgiving the lien held against the real property described as Lot 1, of Chammeyville Junction, an Addition to the City of Duncanville, Dallas County, Texas in the amount of $36,665.20, Recorded in/under Clerk's File No. 201800292753 of the Real Property Records of Dallas County, Texas, for the costs of demolition of a substandard structure.

SECTION 2. That the City Manager is hereby authorized to execute a Release of Lien on a form as set forth in Exhibit A which is attached hereto and incorporated herein, and shall cause such release to be filed in the Deed Records of Dallas County, Texas.

SECTION 3. This Resolution shall take effect immediately upon passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the ____ day of_____, 2025.

APPROVED:

_____
Greg Contreras, Mayor

ATTEST:

_____
Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____
Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 15 Apr 2025

TITLE:
Conduct a public hearing and consider an ordinance to grant a Planned Development for 914 and 918 East Highway 67, Duncanville, TX 75137.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

STAFF RESPONSIBLE:
Victor Barrera, Economic Development Director

BACKGROUND/HISTORY:
The Planning and Zoning Commission (PZC) held public hearings on this matter on March 10 and March 31. The request was for the approval of a Planned Development (PD) for two properties located at 914 and 918 E. Highway 67. These properties have been vacant for many years and face challenges for development; specifically, a sewer extension is required to service the lots, and there are drainage issues.

The applicants are Randolph-Brooks Federal Credit Union, which intends to purchase one of the lots, and Bojangles, which is interested in leasing the other lot. Their preliminary plans are included in the staff report. The applicants believe that applying for a PD for the two lots will facilitate the approval process for both end users, as each requires Specific Use Permits for a drive-thru, a reduction of landscaping in the front yard to accommodate a fire lane, a reduction in the percentage of total landscaping for each site, and a deviation for the building articulation to align with the corporate brand.

At the conclusion of the public hearing, the PZC approved the requested PD with conditions by a vote of 5-1. The conditions include:

1. The applicant must obtain replat approval.
2. The building façade articulation must conform substantially to the city's zoning requirements.
3. The applicant agrees to install grasscrete in the front parking spaces to compensate for some of the lost landscaping.

POLICY EXPLANATION:
Unlike other PD application requests, the applicants have end users prepared to invest the necessary funds to proceed with their projects, contingent upon the approval of the PD. Approving the PD would generate additional revenue, create new job opportunities, provide an alternative dining option, and support adjacent businesses.

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	Purchase Amount	After Encumber
$0.00	$0.00	$0.00

ACTION ALTERNATIVES:

1. Approved to conduct a public hearing and consider an ordinance and grant for a Planned Development for 914 and 918 East Highway 67, Duncanville, TX 75137.
2. Do not approve to conduct a public hearing and consider an ordinance and grant for a Planned Development for 914 and 918 East Highway 67, Duncanville, TX 75137.
3. Other actions as directed by Council.

ATTACHMENTS:

PZ Packet Reports 3.31.2025
Preliminary Replat Application Package - 914 & 918 E. Hwy 67 2.2025
PD Zoning App Packet - 914 & 918 Hwy 67 Duncanville 2.2025
Duncanville.ORD.-C.B.D. Hollywood Park 4919-6815-4676 v.1
Bojangles Elevation Example
Bojangles_Medium_Colored Elevations_20250307
Grasscrete 2
Grasscrete
SproutsDenton_PerviousConcrete_Grasscrete_8

PLANNING AND ZONING

CONDUCT A PUBLIC HEARING (2024-20) FOR CONSIDERATION AND ACTION REGARDING THE REQUEST OF JOHN DICKEY, APPLICANT, FOR A PLANNED DEVELOPMENT ON CBD HOLLYWOOD PARK REPLAT, BLK B LT 3A ACS 0.8590, AND LT 2A, ACS 0.803, MORE COMMONLY KNOWN AS 914 AND 918 EAST HIGHWAY 67, CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS.

Comprehensive Plan

The subject properties have a Future Land Use Designation of Retail/Commercial. The Comprehensive Plan states that establishments in Retail/Commercial areas have goods for purchase by the general public and generate sales tax revenue. The Comprehensive Plan goes on to list the following policies to guide Retail/Commercial areas:

- They should be located at high points of visibility.
- They should serve as a buffer and transition between higher and lower intensity uses.

This request conforms with the goals highlighted in the Comprehensive Plan, as the proposed plan is to develop a fast-food restaurant and federal credit union. Neighborhood-supporting non-residential activities may benefit the surrounding residential community.

Project Scope

The site is designated to remain non-residential. Proposed improvements include the addition of a parking lot and landscaped areas. The conceptual site plan attached details the proposed retail structures, each featuring a drive-thru to accommodate the specific needs of the businesses. Additionally, the applicant intends to replat the properties to establish a mutual utility and access easement.

The applicant initially submitted their request for two end users: a Starbucks Coffee Shop at 918 East Highway 67 and a Randolph Brooks Federal Credit Union at 914 East Highway 67. However, during the zoning process, the partnership with Starbucks fell through. Currently, the financial institution is still moving forward as the end user for the adjacent site. Meanwhile, the proposed end user for the site at 918 East Highway 67 is intended to serve a similar purpose as Starbucks. The applicant wishes to proceed with obtaining approval for the Planned Development instead of waiting for an end user to replace Starbucks, allowing their project with the financial institution to continue moving forward.

The applicant has been engaged in the pre-development process for over a year. He began discussions with city staff in late 2023. Since then, the proposed project has undergone numerous changes due to employees leaving and new employees onboarding. This inconsistency has resulted in the loss of one of the project's end users. Despite these challenges, the applicant has been patient and responsive to all requests from the city regarding his project. Currently, the staff is eager to assist the applicant in moving forward to avoid any further delays. Approving this zoning request will facilitate much-needed progress.

A Planned Development District allows for the proposal of alternative conditions. The applicant is requesting the following modifications:

PLANNING AND ZONING

1. Drive-Thru Component: According to Section 3.03, a drive-thru requires the approval of a Specific Use Permit (SUP) within the Local Office Retail (LOR) district. The applicant seeks permission to include a drive-thru for each new structure.
2. Landscape Buffer: Section 4.08.D.4.a.(1) mandates a minimum 15-foot landscape buffer adjacent to the right-of-way of any existing or proposed major thoroughfare. The applicant requests a reduction of this buffer along Highway 67 right-of-way from 15 feet to 5 feet.
3. Landscape Coverage: Section 4.08.D.2.a. requires that 20% of the lot area be landscaped. The applicant is requesting a decrease in the required landscape coverage from 20% to 15%.
4. Height and Depth Articulation: Section 4.03.B outlines the following requirements:
    - *For flat roofs, height articulation of at least five (5) feet is required for every fifty (50) feet of building façade length. Pitched roofs do not require height articulation.*
    - *Depth articulation of at least three (3) feet is required for every thirty (30) feet of building façade length, and this applies only below the roofline.*
    - *The rear façade is exempt from articulation requirements unless it is visible from a public right-of-way or residential property.*

The applicant is requesting that this section of the zoning ordinance not apply to the requested Planned Development.

5. The applicant also requests that the Development Plan and Site Plan be filed and approved administratively in accordance with the Conceptual Site Plan.
6. Furthermore, The applicant requests that the Landscape Plan be filed and approved administratively.

The Staff believes that the best approach for the applicant's intended project is to pursue a Planned Development request rather than a Specific Use Permit request. Opting for the Specific Use Permit would require the applicant to appear before the Planning and Zoning Commission for approval of the drive-thru components and subsequently go to the Zoning Board of Adjustment for landscaping variances. This process could lead to unnecessary delays in the project timeline. Furthermore, the Planned Development allows the applicant's requests to be approved by right under the base zoning classification of Local Office Retail.

Parking

The parking requirement for the previously proposed Starbucks was approximately five (5) spaces. The proposed end user that will replace Starbucks will be similar in size, approximately 1,700 square feet. Based on a parking ratio of one (1) parking space for every 400 square feet of floor area, this new building will also require five (5) parking spaces. The lot for the proposed restaurant use contains approximately 31 parking spaces.

In contrast, the proposed federal credit union, which will have a size of 3,361 square feet, requires twelve (12) parking spaces. This requirement is based on a parking ratio of one (1)

parking space for every 300 square feet of floor area. The lot for the proposed federal credit union contains approximately 42 parking spaces.

The attached conceptual site plan shows a total of 73 parking spaces.

Signage
The site must comply with Chapter 16A Sign Guidelines of the Code of Ordinances regarding attached and freestanding signage. The applicant intends to comply with the current sign guidelines.

Surrounding Land Use
Adjacent to the north across Highway 67 is an existing shopping center zoned GOR, General Office Retail District. To the east, west and south, there are commercial lots, some occupied and others vacant, that are zoned LOR, Local Office Retail district.

Notification
Ten (10) notices were sent out for this public hearing. As of this writing, no responses have been received in favor or in opposition to this request. Letters will be received until Tuesday, April 15, 2025, to fulfill legal requirements for a written formal protest to City Council. The request is tentatively scheduled to proceed to Tuesday, April 15, 2025, City Council hearing.

Recommendation
The staff recommends approval of the Planned Development request as it aligns with the Comprehensive Plan. Additionally, the staff recommends approval be contingent upon staff review and comments.

Attachments:
Attachment 1 – Legal Advertisement for Public Hearing
Attachment 2 – Area of Request Maps
Attachment 3 – Zoning Change Application
Attachment 4 – Letter from Applicant
Attachment 5 – Exhibits
Attachment 6 – Proposed Ordinance
Attachment 7 – Letter to Property Owners within 200; Buffer
Attachment 8 – List of Property Owners within 200’ Buffer

March 31, 2025

Development Services Planning Division
103 E Wheatland Road, Duncanville, TX 75116
P.O. Box 380280 Duncanville, TX 75138
(972) 780-5057 or (972) 707-3878
planningandzoning@duncanvilletx.gov

PLAT APPLICATION

Select One: ☑ **Preliminary Plat** ☐ **Final Plat** ☑ **Replat**

CONTACT INFORMATION (REQUIRED)

Property Owner: Corinth Hwy 67 & Cockrell Hill, LLC Contact: _____

Owner Address 4645 N. Central Expy, Suite 300 City: Dallas State: TX Zip: 75205

Email: jdickey@corinthproperties.com Telephone: 214-628-7162

Applicant/Agent John Dickey Contact: 214-628-7162

☐Engineer ☐Architect ☐Surveyor ☐Owner ☐Other

Applicant Address: 4645 N. Central Expy, Suite 300 City: Dallas State: TX Zip: 75205

Applicant Email: jdickey@corinthproperties.com Telephone: 214-628-7162

PROPERTY INFORMATION (REQUIRED)

Proposed Subdivision Name: _____

Survey Name: Jeptha May Survey Abstract Number: 860

Existing Zoning: LOR Total Acreage: 1.662

Purpose for Platting: Minor replat

Is this an existing subdivision or part of a subdivision being replatted? ■ Yes (see below) □ No

Subdivision Name: C.B.D. Hollywood Park Subdivision

Number of lots within original subdivision: 2 Date Filed: _____

Volume: 92138 Page: 3260

SUBMITTAL CHECKLIST

- ❑ Completed Application (Please reference Appendix B of Duncanville's Code of Ordinances.)
  *Application fee will be collected after staff review of completed application and plat submittal. Staff will reach out to applicant after review of submittal.
- ❑ (If apply) Two (2) As-built Survey black line prints; include a letter from the owner that verifies that all on-site improvements/infrastructure are reflected accurately or a letter from the owner stating that no on-site structures exist
- ❑ Digital copy of final plat for Planning and Zoning Commission public hearing.

AFTER APPROVAL:

- ❑ Copies of plats: Five (5) copies, 24"X 36" (folded) black line prints and one (1) 24" X 36" mylar; electronic document (PDF) via email
- ❑ A current Title Commitment issued by a title insurance company authorized to do business in Texas in the form of a vesting deed, a title opinion letter from an attorney licensed to practice in Texas, or some other acceptable proof of ownership, identifying all persons having an ownership interest in the property subject to the plat application.

Completed applications my be submitted to planningandzoning@duncanvilletx.gov.

Following is to be completed only if a person other than the owner is submitting this application.

Owner Validation

Applicant has permission to pursue a plat application on the property located at _____ with the City of Duncanville.

_____ _____

Signature of Owner/Agent Date

BEFORE ME, _____, on this day personally appeared_____, known to or proved to me on the oath of _____ or through_____ (description of identity card or other document) to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this_____ day of_____, 20___.

(SEAL)

_____

Notary Public in and for the State of Texas

My Commission Expires: _____

Questions:

Planning and Zoning: 972-780-5057

OFFICE USE ONLY

- ❑ Application fee: _____
- ❑ Legal Description of Property
- ❑ Completed Application

Pre-Application No.:_____

File Number: _____

Date Received: _____

CORINTH
PROPERTIES

February 5, 2025

City of Duncanville
Development Services Planning Division
103 E. Wheatland Road
Duncanville, TX 75116

Re: Preliminary Replat of 914-918 E. Highway 67, Duncanville, Texas

To whom it may concern:

Corinth Hwy 67 & Cockrell Hill, LLC, as Owner, hereby affirms that there are no on-site improvements or structures that exist today on the two parcels commonly known as 914 & 918 E. Highway 67 in Duncanville, Texas.

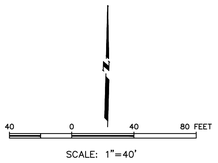
Sincerely,

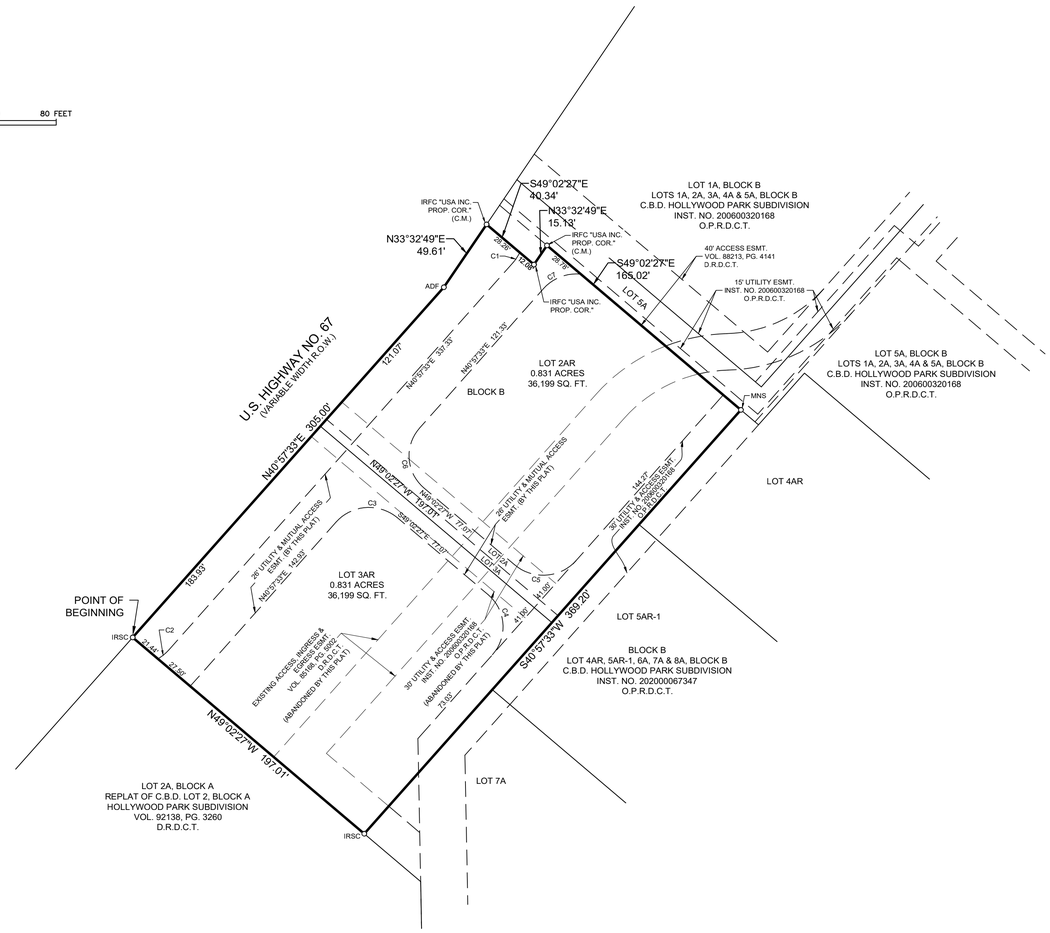
Digitally signed by John Dickey
Date: 2025.02.05 14:24:45 -06'00'

John Dickey
Corinth Properties
214-628-7162
jdickey@corinthproperties.com



LOCATION MAP
NOT TO SCALE





CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	16°12'42"	28.00'	7.92'	N33°04'10"E	7.90'
C2	18°51'08"	28.00'	9.21'	N50°23'10"E	9.17'
C3	90°00'00"	28.00'	43.98'	S85°57'33"W	39.60'
C4	90°00'00"	28.00'	43.98'	N04°02'27"W	39.60'
C5	90°00'00"	28.00'	43.98'	N85°57'33"E	39.60'
C6	90°00'00"	28.00'	43.98'	S04°02'27"E	39.60'
C7	54°52'36"	28.00'	26.82'	S68°13'38"W	25.80'

NOTES:

1. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE STATE PLANE COORDINATE SYSTEM, NORTH TEXAS CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983. ADJUSTMENT REALIZATION 2011.

2. SUBJECT PROPERTY IS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR DALLAS COUNTY, TEXAS AND INCORPORATED AREAS, MAP NO. 48113C0470 K, COMMUNITY-PANEL NO. 480173 0470 K, EFFECTIVE DATE: JULY 7, 2014. ALL OF THE SUBJECT PROPERTY IS SHOWN TO BE LOCATED IN "ZONE X" ON SAID MAP.

3. THE PURPOSE OF THIS PLAT IS TO CHANGE LOT LINES, ABANDON AND DEDICATE EASEMENTS.

LEGEND

C.M.	CONTROLLING MONUMENT
IRFC	IRON ROD W/ CAP FOUND
ADF	ALUMINUM TXDOT MONUMENT FOUND
IRSC	1/2" IRON ROD W/ PLASTIC CAP STAMPED "VOTEX SURVEYING" SET
MNS	MAG NAIL W/ STEEL WASHER STAMPED "VOTEX SURVEYING" SET

SURVEYOR'S STATEMENT

I, Candy Hone, a Registered Professional Land Surveyor, licensed by the State of Texas, affirm that this plat was prepared under my direct supervision, from recorded documentation, evidence collected on the ground during field operations and other reliable documentation; and the monuments shown hereon were found and/or placed under my supervision.

Dated this the _____ day of _____, 2025.

PRELIMINARY

RELEASED 4/30/2024 FOR REVIEW PURPOSES ONLY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

Candy Hone, Registered Professional Land Surveyor, No. 5867
Votex Surveying Company - Firm No. 10013600 - (469) 333-8831

STATE OF TEXAS §
COUNTY OF DALLAS §

Before me, the undersigned, a Notary Public in and for the County and State on this day personally appeared Candy Hone, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ of _____, 2025.

_____
Notary Public, State of Texas

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF DALLAS

WHEREAS MD MULTI SERVICES LLC are the owners of a tract of land situated in the Jeptha May Survey, Abstract No. 860, City of Duncanville, Dallas County, Texas and being all of Lots 2A & 3A, Block B, C.B.D. Hollywood Park Subdivision, an addition to the City of Duncanville, Texas according to the plat thereof recorded in Instrument No. 200600320168, Official Public Records, Dallas County, Texas; same being part of that tract of land conveyed to MD Multi Services LLC by Special Warranty Deed with Vendor's Lien recorded in Instrument No. 201200277049, Official Public Records, Dallas County, Texas; and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with yellow plastic cap stamped "VOTEX SURVEYING" set for corner in the southeast right-of-way line of U.S. Highway No. 67 (a variable width right-of-way) at the west corner of said Lot 3A and the north corner of Lot 2A, Block A, C.B.D. Hollywood Park Subdivision, an addition to the City of Duncanville, Texas according to the plat thereof recorded in Volume 92138, Page 3260, Deed Records, Dallas County, Texas;

THENCE N 62°46'16" W, with the common line of said Lot 1B, Block N and said Lot 1C, Block O, a distance of 17.54 feet to a point for corner in the east line of a 100-foot wide Dallas Area Rapid Transit right-of-way as recorded in Volume 88083, Page 4905, Deed Records, Dallas County, Texas;

THENCE with said southeast right-of-way line of U.S. Highway No. 67, the following courses and distances:

N 40°57'33" E, a distance of 305.00 feet to an aluminum TXDOT monument found for corner;

N 33°32'49" E, a distance of 49.61 feet to a 1/2-inch iron rod with plastic cap stamped "USA INC. PROP. COR." found for the westernmost northwest corner of said Lot 2A and the westernmost southwest corner of Lot 1A of said Block B;

THENCE departing said southeast right-of-way line of U.S. Highway No. 67, with the common line of said Lots 1A and 2A, the following courses and distances:

S 49°02'27" E, a distance of 40.34 feet to a 1/2-inch iron rod with plastic cap stamped "USA INC. PROP. COR." found for corner;

N 33°32'49" E, a distance of 15.13 feet to a 1/2-inch iron rod with plastic cap stamped "USA INC. PROP. COR." found for corner;

S 49°02'27" E, a distance of 165.02 feet to a mag nail with steel washer stamped "VOTEX SURVEYING" set for corner in the southwest line of Lot 5A of said Block B at the northeast corner of said Lot 2A and the westernmost northwest corner of Lot 4AR, Block B, C.B.D. Hollywood Park Subdivision, an addition to the City of Duncanville, Texas, according to the plat thereof recorded in Instrument No. 202000067347, Official Public Records, Dallas County, Texas;

THENCE S 40°57'33" W, with the south line of said Lots 2A and 3A, a distance of 369.20 feet to a 1/2-inch iron rod with yellow plastic cap stamped "VOTEX SURVEYING" set for corner in the north line of said Lot 2A at the south corner of said Lot 3A and the west corner of Lot 7A, Block B of last mentioned C.B.D. Hollywood Park Subdivision;

THENCE N 49°02'27" W, a distance of 197.01 feet to the **POINT OF BEGINNING** and containing 72,398 square feet or 1.662 acres of land, more or less.

OWNER'S DEDICATION

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That M.D. Multi Services, LLC, acting by and through their duly authorized agents, do hereby adopt this plat, designating the herein described property as **LOTS 2AR & 3AR, C.B.D. HOLLYWOOD PARK SUBDIVISION,** an addition to the City of Duncanville, Texas, and do hereby dedicate, in fee simple, to the public use forever any streets, alleys, and utility easements only shown thereon and to hereby dedicate the utility easements only shown on this plat for the mutual use and accommodation of all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or parts of any building, fences, trees, shrubs, or other improvements or growths which in any way may endanger or interfere with the construction, maintenance or efficiency of its respective system on these utility easements only, and any public utility shall at all times have the full right of ingress and egress to or from the said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. (Any public utility shall have the right of ingress and egress to private property for the purpose of reading meters and any maintenance or service required or ordinarily performed by that utility).

WITNESS my hand this the ____ day of _____, 2025.

By: MD Multi Services, LLC, a Texas limited liability company

_____
Name, Title

STATE OF TEXAS §
COUNTY OF DALLAS §

Before me, the undersigned authority, a Notary Public in and for the County and State on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration therein and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2025.

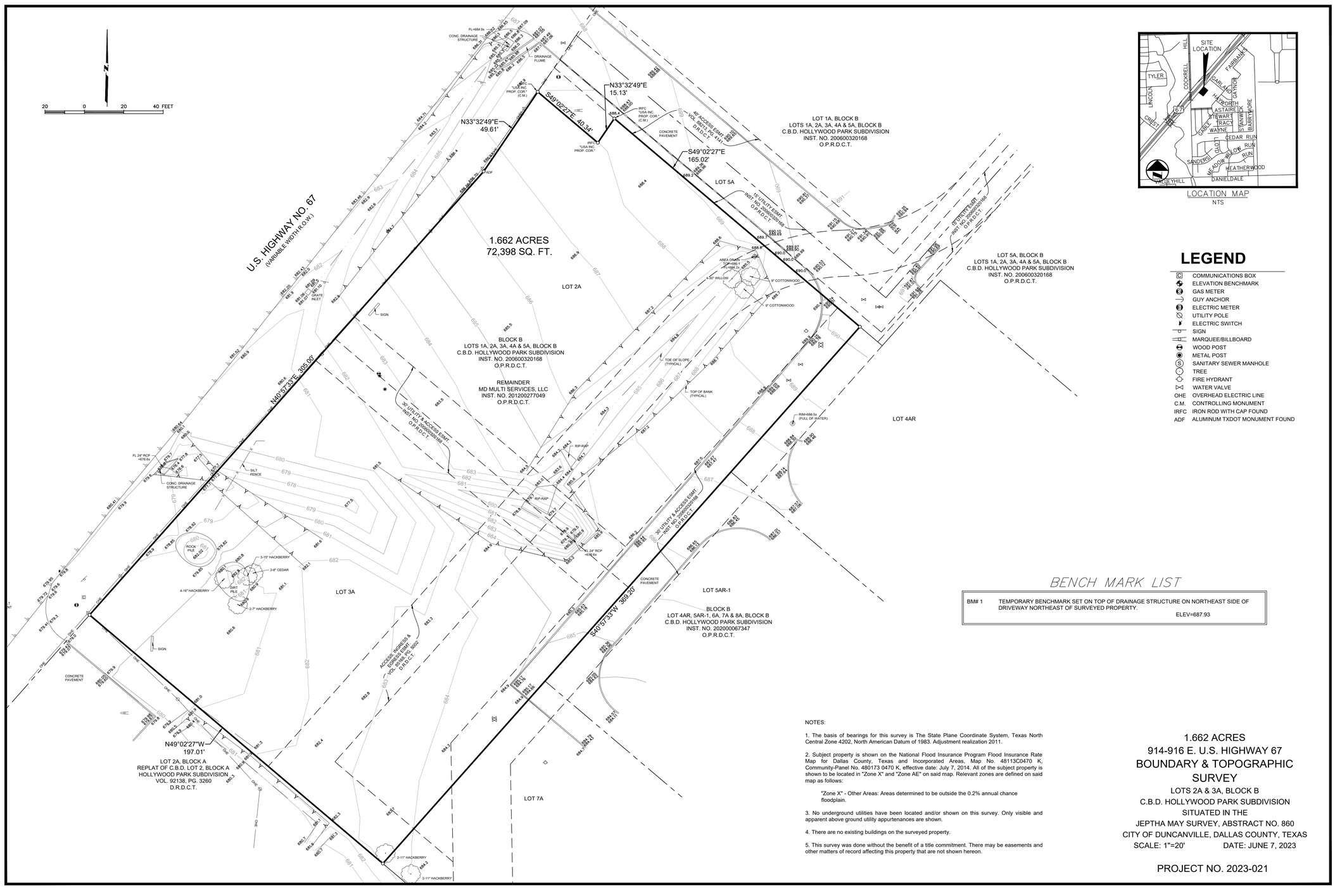
_____
Notary Public, State of Texas

_____OWNER_____
MD MULTI SERVICES, LLC
CONTACT:
1411 N. BECKLEY AVE. #454
DALLAS, TEXAS 75203
PH.
EMAIL:

REPLAT
LOTS 2AR & 3AR, BLOCK B C.B.D. HOLLYWOOD PARK SUBDIVISION
BEING A REPLAT OF
LOTS 2A & 3A, BLOCK B OF
C.B.D. HOLLYWOOD PARK SUBDIVISION
INSTRUMENT NO. 200600320168, O.P.R.D.C.T.
BEING 1.662 ACRES IN THE
JEPTHA MAY SURVEY, ABSTRACT NO. 8600 CITY
OF DUNCANVILLE, DALLAS COUNTY, TEXAS
2 LOTS

VOTEX SURVEYING COMPANY – TBPLS FIRM NO. 10013600
10440 N. CENTRAL EXPWY, STE. 800 DALLAS, TEXAS 75231
PH. (469) 333-8831; candy@votexsurveying.com
PROJECT NO. 2023-021

VOTEX SURVEYING COMPANY 10440 N. Central Expressway Suite 800 Dallas, Texas 75231 Ph. (469) 333-8831



LOCATION MAP
NTS

LEGEND

- COMMUNICATIONS BOX
- ELEVATION BENCHMARK
- GAS METER
- GUY ANCHOR
- ELECTRIC METER
- UTILITY POLE
- ELECTRIC SWITCH
- SIGN
- MARQUEE/BILLBOARD
- WOOD POST
- METAL POST
- SANITARY SEWER MANHOLE
- TREE
- FIRE HYDRANT
- WATER VALVE
- OHE OVERHEAD ELECTRIC LINE
- C.M. CONTROLLING MONUMENT
- IRFC IRON ROD WITH CAP FOUND
- ADF ALUMINUM TXDOT MONUMENT FOUND

BENCH MARK LIST

BM# 1	TEMPORARY BENCHMARK SET ON TOP OF DRAINAGE STRUCTURE ON NORTHEAST SIDE OF DRIVEWAY NORTHEAST OF SURVEYED PROPERTY. ELEV=687.93

NOTES:

1. The basis of bearings for this survey is The State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983. Adjustment realization 2011.

2. Subject property is shown on the National Flood Insurance Program Flood Insurance Rate Map for Dallas County, Texas and Incorporated Areas, Map No. 48113C0470 K, Community-Panel No. 480173 0470 K, effective date: July 7, 2014. All of the subject property is shown to be located in "Zone X" and "Zone AE" on said map. Relevant zones are defined on said map as follows:

   "Zone X" - Other Areas: Areas determined to be outside the 0.2% annual chance floodplain.

3. No underground utilities have been located and/or shown on this survey. Only visible and apparent above ground utility appurtenances are shown.

4. There are no existing buildings on the surveyed property.

5. This survey was done without the benefit of a title commitment. There may be easements and other matters of record affecting this property that are not shown hereon.

1.662 ACRES
914-916 E. U.S. HIGHWAY 67
BOUNDARY & TOPOGRAPHIC SURVEY
LOTS 2A & 3A, BLOCK B
C.B.D. HOLLYWOOD PARK SUBDIVISION
SITUATED IN THE
JEPTHA MAY SURVEY, ABSTRACT NO. 860
CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS
SCALE: 1"=20' DATE: JUNE 7, 2023

PROJECT NO. 2023-021

Development Services
Planning Divsion
City Hall Annex - 103 E. Wheatland Rd., Duncanville, TX 75116
P.O. Box 380280, Duncanville, TX 75137
972-780-5057, 972-707-3878
planningandzoning@duncanvilletx.gov

Duncanville
City of Champions

ZONING APPLICATION

CONTACT INFORMATION

Applicant/ Agent John Dickey **Contact:** 214-628-7162

☐ **Engineer** ☐ **Architect** ☐ **Surveyor** ☑ **Owner** ☐ **Other**

Applicant/Agent Address: 4645 N. Central Exp **City:** Dallas **State:** Tx **Zip:** 75205

Agent Email: jdickey@corinthproperties.com **Telephone:** 214-628-7162 **(Fax)** 214-219-5616

Property Owner: Corinth Hwy 67 & Cockrell Hill, LLC Contact: 214-628-7162

Owner Address 4645 N Central Expy, Suite 300 City: Dallas State: TX Zip: 75205

Owner Email: jdickey@corinthproperties.com Telephone: 214-628-7162 (Fax) 214-219-5616

REQUIRED

PROPERTY INFORMATION

Property Address: 914 & 918 E. Hwy 67, Duncanville, TX 75137

Legal Description of Property: Lots 2A & 3A, Block B, CBD Hollywood Park Sub. 20060030168

Lot No. 2A & 3A Block No. B Acreage: 1.662 Existing Zoning District: LOR

REQUIRED

REQUEST TYPE

☐ Specific Use Permit - Commercial
For _____

☐ Specific Use Permit - Residential
For _____

☐ Change in Zoning
From _____ To _____

☑ Planned Development (PD)
☐ Amend PD Approval
☐ Development Plan Approval
☑ Conceptual Plan Approval
☐ Alternative Compliance Request
☐ Text Amendment

REQUIRED

SUBMITTAL DOCUMENTS

ALL ZONING REQUESTS MUST CONTAIN THE FOLLOWING DOCUMENTATION

☑ Completed application **(The application fee will be accepted after staff has reviewed the application for completeness. Staff will contact you after review of your application.)**

☑ Property survey, or site plan or electronic copy of the metes and bounds legal description Microsoft word format or plat

☑ Written description of request (associated variance requests require justification), business statement or business plan with detailed description of proposed operation

☑ Electronic copies of all submittals via email

REQUIRED

Completed applications may be emailed to planningandzoning@duncanvilletx.gov.

Rev. - 01.2024

Acknowledgments

I understand that all required information and plans must be submitted with this application or the application be deemed incomplete.

I hereby authorize the placing of a sign on subject property indicating a zoning change is under consideration.

I understand the requirements of the zoning classifications as stated in the City of Duncanville Zoning Ordinance related to this request and will comply with all necessary requirements of the City codes. I am aware that the City Council has the power to zone land as most appropriate in their wisdom, to promote the health, safety, and morals and for the protection and preservation of places of historical or cultural importance, and the general welfare of the community.

I have read and understand this application and certify that all information and attachments are true and correct. I certify that I am the owner of the property involved in this request or have authorization to act as the owner's agent for the request described. Applicants (or a representative) are expected to be present at all public hearings concerning this application to justify and explain their request and to answer questions posed by the City Planning and Zoning Commission and City Council.

Signature of Current Property Owner

10-8-24
Date

Notarization

BEFORE ME, Crystal Guevara, on this day personally appeared John Dickey, known to or proved to me on the oath of _____ or through TX DL (description of identity card or other document) to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of Oct, 2024.

(Seal)

CRYSTAL ANABEL GUEVARA
Notary Public, State of Texas
Comm. Expires 11-22-2025
Notary ID 133459611

Notary Public in and for the State of Texas
My Commission Expires: 11-22-2025

Following is to be completed only if a person other than the owner is submitting this application.

Owner Validation

Applicant has permission to pursue a zoning change on the property located at _____ with the City of Duncanville.

_____ _____

Signature of Owner/Agent Date

BEFORE ME, _____, on this day personally appeared_____, known to or proved to me on the oath of _____ or through_____ (description of identity card or other document) to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this_____ day of_____, 20___.

(SEAL)

_____

Notary Public in and for the State of Texas

My Commission Expires: _____

SUBMITTAL CHECKLIST

Specific Use Permit - Commercial

Please check if applicable

*Red asterisk indicates a required item. Staff will notify the applicant if any other items are needed.

YES	N/A	
☐	☑	Written Letter with detailed description of proposed operation *
☐	☑	Site Plan *
☐	☑	Building Elevation and Signage Plan
☐	☑	Landscape Plan
☐	☑	Floor Plans *
☐	☑	Other _____

Specific Use Permit - Residential

Please check if applicable

*Red asterisk indicates a required item. Staff will notify the applicant if any other items are needed.
Requests for Short-Term Rental or Temporary Workforce Housing will require a floor plan.

YES	N/A	
☐	☑	Written Letter of Intent with detailed description of request *
☐	☑	HOA approval letter (if applicable) *
☐	☑	Drawings, spec sheets, diagrams or other documents in electronic format (PDF)
☐	☑	Letter from owner (if applicant is not owner) and/or approval letter from HOA (if applicable) *
☐	☑	Other _____

Planned Development

All items below are required.

YES	N/A	
☑	☐	Written Letter with detailed description of proposed development with proposed conditions
☑	☐	Conceptual Plan

(The purpose of a Conceptual Plan is to provide a general layout of the proposed development prior to a more specific Development Plan being submitted. A Conceptual Plan shall be construed to be an illustration of the development concepts only and not an exact representation of the specific development proposed.)

☐ ☑ Development Plan with proposed PD Conditions

(The purpose of a Development Plan is to specifically illustrate the proposed location and arrangement of uses and structures, the relationship of such uses to base zoning districts, development phasing, planned public improvements, open space, proposed amenities and the overall design of the development. Development Plan shall be incorporated into the regulations of the PD ordinance, shall be construed in conjunction with the authorized uses and development standards set forth in such regulations, and shall be in general conformity with the approved Conceptual Plan for the PD (if applicable).

REQUIRED

Development Plan Submittal includes the following:

- ☐ ☐ Site plan
- ☐ ☐ Building Elevations
- ☐ ☐ Landscape plan
- ☐ ☐ Floor Plans
- ☐ ☐ Other _____

Amendment of Planned Development

All items below are required.

YES	N/A	
☐	☐	Written Letter with Detailed Description of proposed operation including list of proposed changes.
☐	☐	Revised Development Plan

Development Plan

All items below are required.

YES	N/A	
☑	☐	Proposed PD Conditions
☐	☑	Site plan
☐	☑	Building Elevations
☐	☑	Landscape Plan
☐	☑	Floor Plans
☐	☐	Other _____

Change of Zoning

All items below are required.

☐ ☑ Written Detailed Description of request including how the request considers the following factors:

- Whether the proposed change of zoning change implements the policies of the adopted Comprehensive Plan
- Whether the uses allowed by the proposed change will be appropriate in the immediate area concerned and their relationship to the general area and the City as a whole;
- Whether the proposed change is in accordance with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area;
- The amount of and development absorption (or redevelopment) rate of vacant or underutilized land currently classified for similar development in the vicinity and elsewhere in the City, and any special circumstance which may make a substantial part of such vacant land unavailable for development;
- How other areas designated for similar development will be, or are unlikely to be, affected if the proposed amendment is approved, and whether such designation for other areas should be modified also; and any other factors which substantially affect the public health, safety, morals, or general welfare.

REQUIRED

CORINTH
PROPERTIES

February 5, 2025

Victor Barrera
City of Duncanville
Planning and Zoning Department
103 E. Wheatland Road
Duncanville, TX 75116

Re: Planned Development Application for 914 & 918 E. Highway 67, Duncanville, Texas

Mr. Barrera:

Corinth Hwy 67 & Cockrell Hill, LLC (Corinth Properties), as Owner/Developer, is submitting a Planned Development (PD) application for two lots totaling 1.66 acres located at 914 & 918 E. Highway 67. These two parcels are currently undeveloped land immediately adjacent to the Highway 67 Frontage Road. They are neighbored by various retail, office, restaurant and hotel sites.

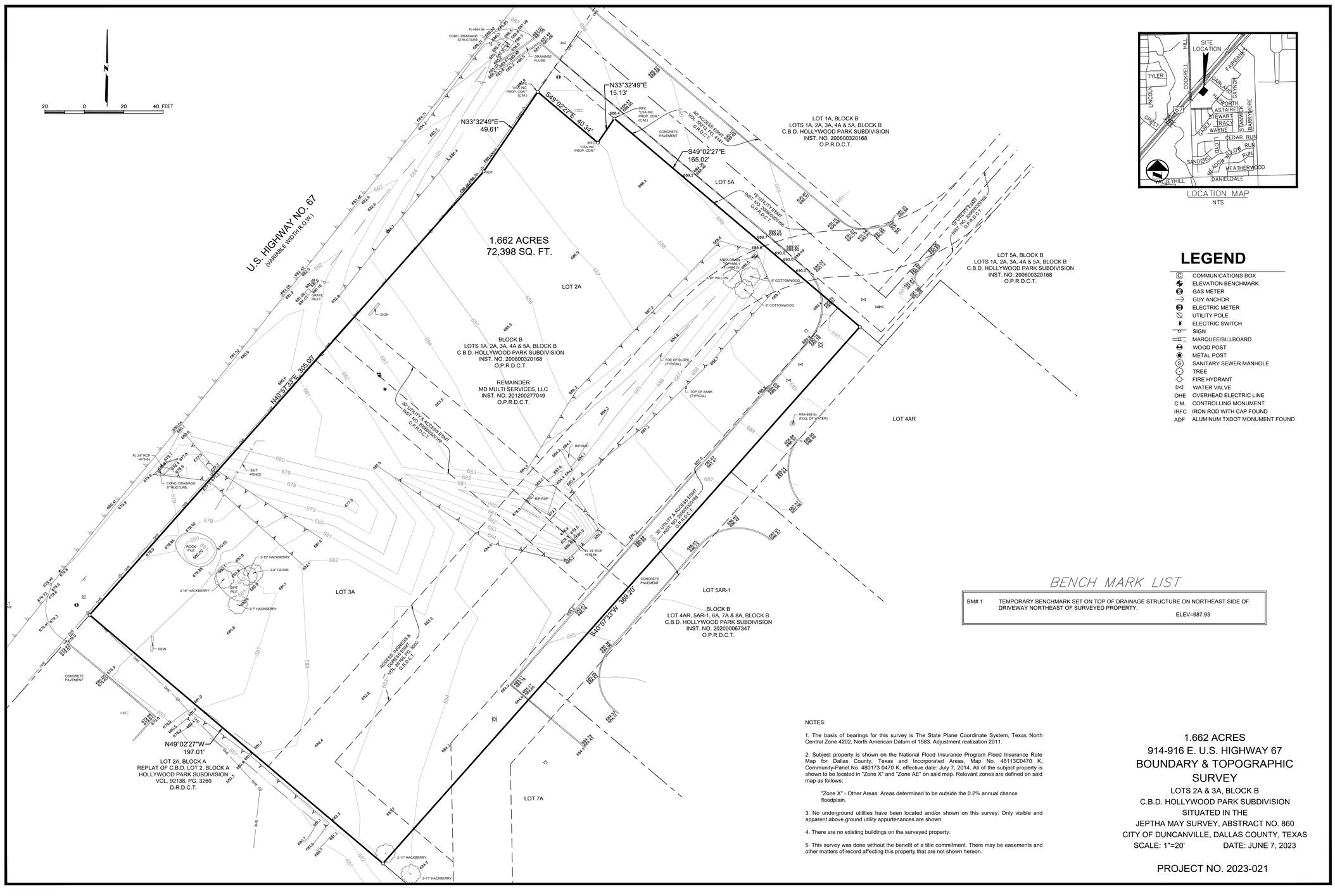
The current zoning district for these two lots is Local Office/Retail (LOR), and is controlled by Ordinance 2395. It is proposed that these regulations remain, with the following exceptions: 1.) the accessory use of "drive-thru" be allowed without a requirement of a Special Use Permit, specifically for banking/financial institutions, any restaurant use, or any retail use normally allowed in this LOR district, 2.) a reduction of the landscape buffer along the Highway 67 Frontage Right of Way (ROW) from 15 feet to 5 feet, 3.) the total lot landscaping coverage is reduced from 20% to 15%, 4.) Building Articulation as described in Section 4.03 of the City of Duncanville Zoning Ordinance shall not apply to this PD, 5.) the Development Plan and Site Plan shall be filed and approved administratively in accordance with the Conceptual Site Plan, and 6.) the Landscape plan shall be filed and approved administratively.

Sincerely,

John Dickey
Corinth Properties
214-628-7162
jdickey@corinthproperties.com

4645 N. Central Expressway, Suite 300
Dallas, Texas 75205

VOTEX SURVEYING COMPANY 10440 N. Central Expressway Suite 800 Dallas, Texas 75231 Ph. (469) 333-8831



LOCATION MAP
NTS

LEGEND

C	COMMUNICATIONS BOX
	ELEVATION BENCHMARK
G	GAS METER
	GUY ANCHOR
E	ELECTRIC METER
	UTILITY POLE
	ELECTRIC SWITCH
	SIGN
	MARQUEE/BILLBOARD
	WOOD POST
	METAL POST
S	SANITARY SEWER MANHOLE
	TREE
	FIRE HYDRANT
	WATER VALVE
OHE	OVERHEAD ELECTRIC LINE
C.M.	CONTROLLING MONUMENT
IRFC	IRON ROD WITH CAP FOUND
ADF	ALUMINUM TXDOT MONUMENT FOUND

BENCH MARK LIST

BM# 1	TEMPORARY BENCHMARK SET ON TOP OF DRAINAGE STRUCTURE ON NORTHEAST SIDE OF DRIVEWAY NORTHEAST OF SURVEYED PROPERTY. ELEV=687.93

NOTES:

1. The basis of bearings for this survey is The State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983. Adjustment realization 2011.

2. Subject property is shown on the National Flood Insurance Program Flood Insurance Rate Map for Dallas County, Texas and Incorporated Areas, Map No. 48113C0470 K, Community-Panel No. 480173 0470 K, effective date: July 7, 2014. All of the subject property is shown to be located in "Zone X" and "Zone AE" on said map. Relevant zones are defined on said map as follows:

   "Zone X" - Other Areas: Areas determined to be outside the 0.2% annual chance floodplain.

3. No underground utilities have been located and/or shown on this survey. Only visible and apparent above ground utility appurtenances are shown.

4. There are no existing buildings on the surveyed property.

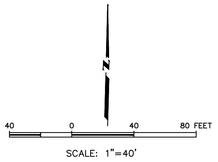
5. This survey was done without the benefit of a title commitment. There may be easements and other matters of record affecting this property that are not shown hereon.

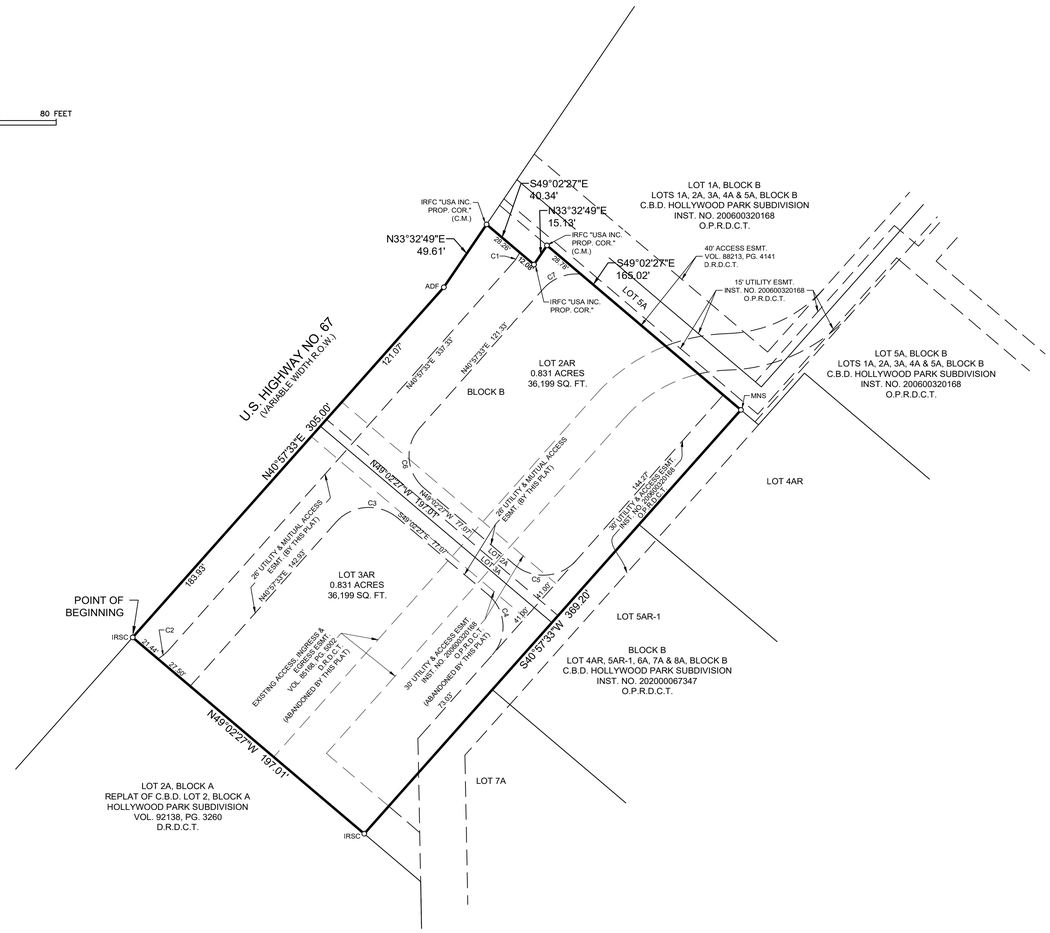
1.662 ACRES
914-916 E. U.S. HIGHWAY 67
BOUNDARY & TOPOGRAPHIC SURVEY
LOTS 2A & 3A, BLOCK B
C.B.D. HOLLYWOOD PARK SUBDIVISION
SITUATED IN THE
JEPTHA MAY SURVEY, ABSTRACT NO. 860
CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS
SCALE: 1"=20' DATE: JUNE 7, 2023

PROJECT NO. 2023-021



LOCATION MAP
NOT TO SCALE





CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	16°12'42"	28.00'	7.92'	N33°04'10"E	7.90'
C2	18°51'08"	28.00'	9.21'	N50°23'10"E	9.17'
C3	90°00'00"	28.00'	43.98'	S85°57'33"W	39.60'
C4	90°00'00"	28.00'	43.98'	N04°02'27"W	39.60'
C5	90°00'00"	28.00'	43.98'	N85°57'33"E	39.60'
C6	90°00'00"	28.00'	43.98'	S04°02'27"E	39.60'
C7	54°52'36"	28.00'	26.82'	S68°13'38"W	25.80'

NOTES:

1. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE STATE PLANE COORDINATE SYSTEM, NORTH TEXAS CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983. ADJUSTMENT REALIZATION 2011.

2. SUBJECT PROPERTY IS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR DALLAS COUNTY, TEXAS AND INCORPORATED AREAS, MAP NO. 48113C0470 K, COMMUNITY-PANEL NO. 480173 0470 K, EFFECTIVE DATE: JULY 7, 2014. ALL OF THE SUBJECT PROPERTY IS SHOWN TO BE LOCATED IN "ZONE X" ON SAID MAP.

3. THE PURPOSE OF THIS PLAT IS TO CHANGE LOT LINES, ABANDON AND DEDICATE EASEMENTS.

LEGEND

C.M.	CONTROLLING MONUMENT
IRFC	IRON ROD W/ CAP FOUND
ADF	ALUMINUM TXDOT MONUMENT FOUND
IRSC	1/2" IRON ROD W/ PLASTIC CAP STAMPED "VOTEX SURVEYING" SET
MNS	MAG NAIL W/ STEEL WASHER STAMPED "VOTEX SURVEYING" SET

SURVEYOR'S STATEMENT

I, Candy Hone, a Registered Professional Land Surveyor, licensed by the State of Texas, affirm that this plat was prepared under my direct supervision, from recorded documentation, evidence collected on the ground during field operations and other reliable documentation; and the monuments shown hereon were found and/or placed under my supervision.

Dated this the _____ day of _____, 2025.

PRELIMINARY

RELEASED 4/30/2024 FOR REVIEW PURPOSES ONLY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

Candy Hone, Registered Professional Land Surveyor, No. 5867
Votex Surveying Company - Firm No. 10013600 - (469) 333-8831

STATE OF TEXAS §
COUNTY OF DALLAS §

Before me, the undersigned, a Notary Public in and for the County and State on this day personally appeared Candy Hone, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ of _____, 2025.

_____
Notary Public, State of Texas

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF DALLAS

WHEREAS MD MULTI SERVICES LLC are the owners of a tract of land situated in the Jeptha May Survey, Abstract No. 860, City of Duncanville, Dallas County, Texas and being all of Lots 2A & 3A, Block B, C.B.D. Hollywood Park Subdivision, an addition to the City of Duncanville, Texas according to the plat thereof recorded in Instrument No. 200600320168, Official Public Records, Dallas County, Texas; same being part of that tract of land conveyed to MD Multi Services LLC by Special Warranty Deed with Vendor's Lien recorded in Instrument No. 201200277049, Official Public Records, Dallas County, Texas; and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with yellow plastic cap stamped "VOTEX SURVEYING" set for corner in the southeast right-of-way line of U.S. Highway No. 67 (a variable width right-of-way) at the west corner of said Lot 3A and the north corner of Lot 2A, Block A, C.B.D. Hollywood Park Subdivision, an addition to the City of Duncanville, Texas according to the plat thereof recorded in Volume 92138, Page 3260, Deed Records, Dallas County, Texas;

THENCE N 62°46'16" W, with the common line of said Lot 1B, Block N and said Lot 1C, Block O, a distance of 17.54 feet to a point for corner in the east line of a 100-foot wide Dallas Area Rapid Transit right-of-way as recorded in Volume 88083, Page 4905, Deed Records, Dallas County, Texas;

THENCE with said southeast right-of-way line of U.S. Highway No. 67, the following courses and distances:

N 40°57'33" E, a distance of 305.00 feet to an aluminum TXDOT monument found for corner;

N 33°32'49" E, a distance of 49.61 feet to a 1/2-inch iron rod with plastic cap stamped "USA INC. PROP. COR." found for the westernmost northwest corner of said Lot 2A and the westernmost southwest corner of Lot 1A of said Block B;

THENCE departing said southeast right-of-way line of U.S. Highway No. 67, with the common line of said Lots 1A and 2A, the following courses and distances:

S 49°02'27" E, a distance of 40.34 feet to a 1/2-inch iron rod with plastic cap stamped "USA INC. PROP. COR." found for corner;

N 33°32'49" E, a distance of 15.13 feet to a 1/2-inch iron rod with plastic cap stamped "USA INC. PROP. COR." found for corner;

S 49°02'27" E, a distance of 165.02 feet to a mag nail with steel washer stamped "VOTEX SURVEYING" set for corner in the southwest line of Lot 5A of said Block B at the northeast corner of said Lot 2A and the westernmost northwest corner of Lot 4AR, Block B, C.B.D. Hollywood Park Subdivision, an addition to the City of Duncanville, Texas, according to the plat thereof recorded in Instrument No. 202000067347, Official Public Records, Dallas County, Texas;

THENCE S 40°57'33" W, with the south line of said Lots 2A and 3A, a distance of 369.20 feet to a 1/2-inch iron rod with yellow plastic cap stamped "VOTEX SURVEYING" set for corner in the north line of said Lot 2A at the south corner of said Lot 3A and the west corner of Lot 7A, Block B of last mentioned C.B.D. Hollywood Park Subdivision;

THENCE N 49°02'27" W, a distance of 197.01 feet to the **POINT OF BEGINNING** and containing 72,398 square feet or 1.662 acres of land, more or less.

OWNER'S DEDICATION

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That M.D. Multi Services, LLC, acting by and through their duly authorized agents, do hereby adopt this plat, designating the herein described property as **LOTS 2AR & 3AR, C.B.D. HOLLYWOOD PARK SUBDIVISION,** an addition to the City of Duncanville, Texas, and do hereby dedicate, in fee simple, to the public use forever any streets, alleys, and utility easements only shown thereon and to hereby dedicate the utility easements only shown on this plat for the mutual use and accommodation of all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or parts of any building, fences, trees, shrubs, or other improvements or growths which in any way may endanger or interfere with the construction, maintenance or efficiency of its respective system on these utility easements only, and any public utility shall at all times have the full right of ingress and egress to or from the said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. (Any public utility shall have the right of ingress and egress to private property for the purpose of reading meters and any maintenance or service required or ordinarily performed by that utility).

WITNESS my hand this the ____ day of _____, 2025.

By: MD Multi Services, LLC, a Texas limited liability company

_____
Name, Title

STATE OF TEXAS §
COUNTY OF DALLAS §

Before me, the undersigned authority, a Notary Public in and for the County and State on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration therein and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2025.

_____
Notary Public, State of Texas

_____OWNER_____
MD MULTI SERVICES, LLC
CONTACT:
1411 N. BECKLEY AVE. #454
DALLAS, TEXAS 75203
PH.
EMAIL:

REPLAT
LOTS 2AR & 3AR, BLOCK B C.B.D. HOLLYWOOD PARK SUBDIVISION
BEING A REPLAT OF
LOTS 2A & 3A, BLOCK B OF
C.B.D. HOLLYWOOD PARK SUBDIVISION
INSTRUMENT NO. 200600320168, O.P.R.D.C.T.
BEING 1.662 ACRES IN THE
JEPTHA MAY SURVEY, ABSTRACT NO. 8600 CITY
OF DUNCANVILLE, DALLAS COUNTY, TEXAS
2 LOTS

VOTEX SURVEYING COMPANY – TBPLS FIRM NO. 10013600
10440 N. CENTRAL EXPWY, STE. 800 DALLAS, TEXAS 75231
PH. (469) 333-8831; candy@votexsurveying.com
PROJECT NO. 2023-021

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BY CHANGING THE EXISTING ZONING FROM LOCAL OFFICE/RETAIL "LOR" DISTRICT ZONING TO A PLANNED DEVELOPMENT "PD" ON APPROXIMATELY 1.66+/- ACRES OF REAL PROPERTY OF THE C.B.D. HOLLYWOOD PARK SUBDIVISION, BLOCK B, LOTS 2A AND 3A, MORE COMMONLY KNOWN AS 914 & 918 E HWY 67, DUNCANVILLE, DALLAS COUNTY, TEXAS, AS DESCRIBED AND DEPICTED ON EXHIBITS "A" ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR THE APPROVAL OF THE SITE PLAN WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "B"; PROVIDING A LANDSCAPE PLAN, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "C"; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENAL TY 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 and City Council of the City of Duncanville, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the City Council is of the opinion and finds that the Comprehensive Zoning Ordinance and Map should be amended as provided herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. The Comprehensive Zoning Ordinance and Map of the City of Duncanville, Texas, as heretofore amended, be, and the same are hereby amended by changing the zoning from Local Office/Retail "LOR" District to a Planned Development "PD" District on approximately 1.66 +/- acres of real property in the C.B.D. Hollywood Park Subdivision, Block B, Lots 2A and 3A, more commonly known as 914 & 918 E. Hwy 67, Duncanville, Dallas County, Texas, as described and depicted in Exhibits A and A-1.

SECTION 2. That said Property shall be used, developed, and maintained only in the manner and for the purposes provided for this Ordinance, Comprehensive Zoning Ordinance of the City of Duncanville, as heretofore amended, and in conformance with this Ordinance and the Conceptual Site Plan, Exhibit B, which is attached hereto and incorporated herein, subject to the following additional development regulations:

A. Property shall be developed in accordance with the Conceptual Site Plan and as set forth in Exhibit B, as incorporated herein, into the ordinance.

B. Property shall meet all city, state, and federal regulations for building, fire, and accessibility codes, statutes, and regulations.

C. Allowed uses within the PD are as follows:

(1) Residential
- (a) Live-Work Unit
- (b) Mixed-Use Development
- (c) Multiple-Family Dwelling

(2) Educational, Institutional, Public and Special Uses
- (a) Adult Day Services
- (b) Art Gallery and Museum
- (c) Medical, Clinic or Office
- (d) Radio or TV Broadcasting w/o Tower
- (e) Research and Development Lab (Tech)
- (f) School (Business/Trade Vocational, College/University, Primary/Secondary Public and Private

(3) Recreational and Entertainment Uses
- (a) Amusement, Indoor
- (b) Theater, Indoor Only
- (c) Theater, Performing Arts

(4) Retail and Service Uses
- (a) Art Instruction Studio
- (b) Art Studio
- (c) Bar (>75% Alcohol Sales)
- (d) Financial Institution
- (e) Grocery, Local Scale
- (f) Grocery, Neighborhood Scale
- (g) Gym and Fitness Facilities
- (h) Nursery, Retail
- (i) Personal Care Service Shop
- (j) Postal Mart
- (k) Professional Office, Local Scale
- (l) Restaurant, Limited Seating
- (m) Restaurant, Seated Service
- (n) Retail, Convenience Store
- (o) Convenience Store w/ Restaurant
- (p) Retail, Local Scale
- (q) Retail, Neighborhood Scale
- (r) Seasonal Sales
- (s) Alcohol Production and Tasting/Tap Room, Micro w/ Food Sales
- (t) Boutique Hotel
- (u) Laundry, Dry Cleaning Drop-Off/Pick-Up

(5) Automobile and Transportation Uses
- (a) Auto Dealership (Inside Only)

D. Uses that require an additional approved site plan and special conditions:
   (1) Recreational and Entertainment Uses shall be approved by Planning and Zoning Commission and City Council and shall contain additional regulations to ensure compatibility with the uses set forth herein and adjacent neighborhood.

E. Specific PD Glossary of New or Modified Use Definitions:
   (1) Boutique Hotel: Generally small, owner-operated businesses. Room numbers range from four (4) to twenty (20). Reservations may be made directly with the property. A boutique hotel offers a limited set of services, which typically include: a business center, meeting rooms, fitness room, laundry facility, and swimming pools. A boutique hotel might have a specialty restaurant, but only offer a limited menu and select days, or have small-scale meeting facilities and special events.
   (2) Auto Dealership (Inside Only): The display for sale of more than two motor vehicles or any type of trailer in an enclosed environment, and where repair or body work is incidental to the operation of the new or used vehicle sales. Motor vehicles sales include motor vehicle retail or wholesale sales. Outside storage of motor vehicles for sale does not exist. Limited to 5,000 square feet and one use in the PD area.

F. A 10-foot building setback shall be allowed for interior side setback.
G. Permeable surfaces shall be allowed to be used in required parking space areas.
H. Any Financial/Bank Institution use, restaurant use, or retail use may have a drive-thru as an accessory use without the requirement of a Special Use Permit.
I. The front landscape buffer is reduced from 15' to 5'.
J. The total lot landscaping coverage is reduced from 20% to 15%.
K. Commercial design standards shall allow main entrances of building sites to be located on any side of the building provided they follow the aesthetic design requirements for front entrances including features such as signage, an overhang, appropriate lighting, and other security features.
L. Section 4.03 of the City of Duncanville Zoning Ordinance regarding building articulation shall not apply to this Planned Development.
M. A Development Plan and Site Plan shall be filed and approved administratively in accordance with the Conceptual Site Plan shown on Exhibit "B" and the provisions of this ordinance.
N. A Landscape plan shall be filed and approved administratively in accordance with the Comprehensive Zoning Ordinance of the City of Duncanville, and as amended by this Ordinance.

SECTION 3. That 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 Comprehensive Zoning Ordinance as a whole.

SECTION 4. That all provisions of the Ordinance of the City of Duncanville in conflict with provisions of this Ordinance be, and same are hereby repealed, and all other provisions of the ordinances of the City of Duncanville not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5. That the above-described property shall be used only in the manner and for the purposes provided for in the Comprehensive Zoning Ordinance of the City of Duncanville, as amended herein by the granting of this planned development.

SECTION 6. That any person, firm or corporation violating any of the provisions or terms of this Ordinance or of the Comprehensive Zoning Ordinance as amended hereby shall be deemed guilty of a misdemeanor, and subject to the same penalty as provided for in the Comprehensive Zoning Ordinance, and upon conviction shall be punished by fine not to exceed the sum of Two Thousand Dollars ($2,000.00) for each offense, and each and every day such violation shall continue shall constitute a separate offense.

SECTION 7. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption of said Ordinance, as the law in such cases provides.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the _____ day of _____ 2025.

APPROVED:

_____

ATTEST:

_____

APPROVED AS TO FORM:

_____

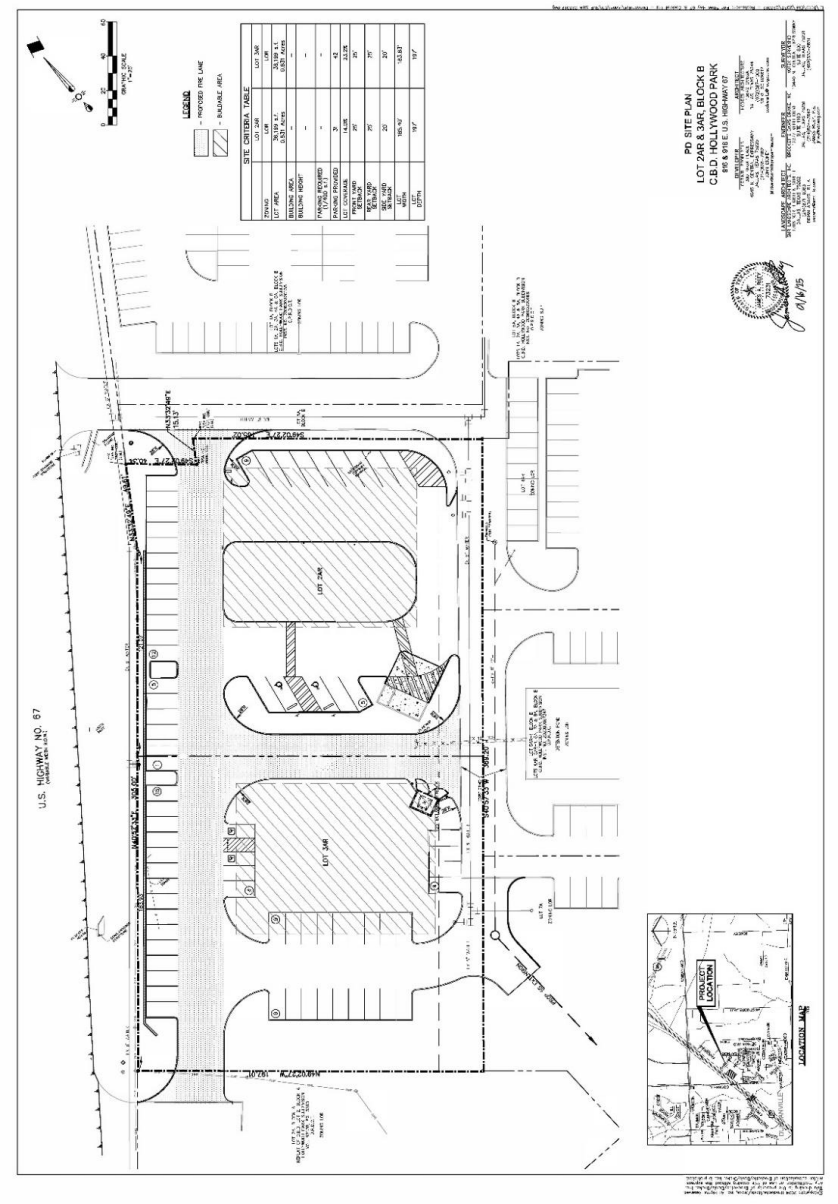
Exhibit “A”

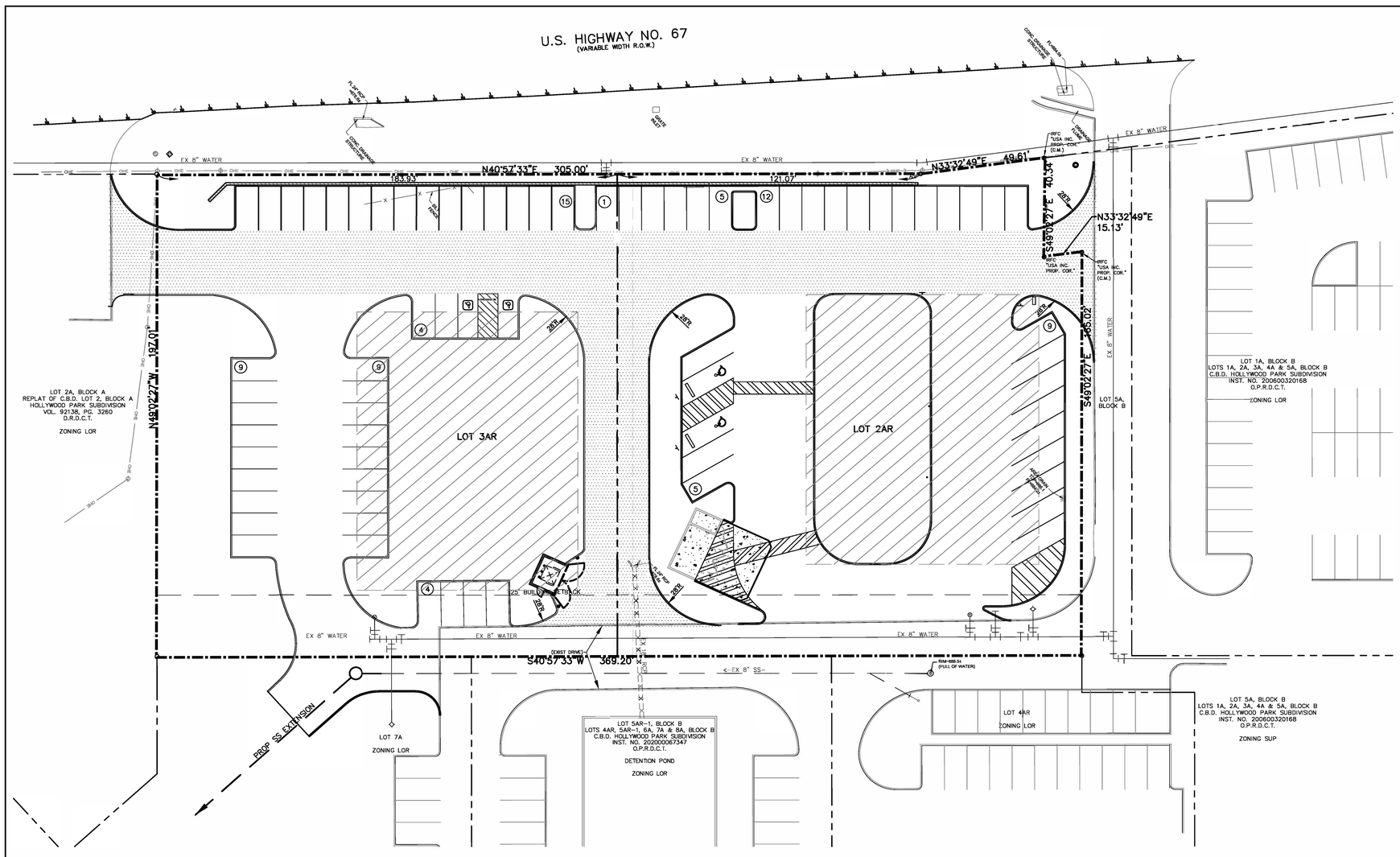
LEGAL DESCRIPTION

Being C.B.D. Hollywood Park Subdivision, Block B, Lots 2A and 3A, more commonly known as 914 & 918 E. Hwy 67, Duncanville, Dallas County, Texas.

Exhibit “B”

CONCEPTUAL SITE PLAN



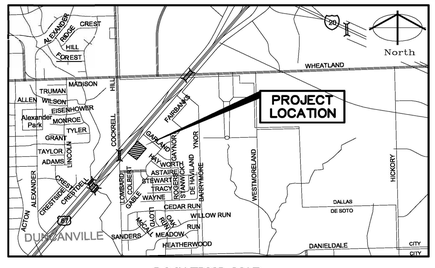


LEGEND

– PROPOSED FIRE LANE

– BUILDABLE AREA

SITE CRITERIA TABLE		
	LOT 2AR	LOT 3AR
ZONING	LOR	LOR
LOT AREA	36,199 s.f. 0.831 Acres	36,199 s.f. 0.831 Acres
BUILDING AREA	–	–
BUILDING HEIGHT	–	–
PARKING REQUIRED (1/400 s.f.)	–	–
PARKING PROVIDED	31	42
LOT COVERAGE	14.0%	23.2%
FRONT YARD SETBACK	25'	25'
REAR YARD SETBACK	25'	25'
SIDE YARD SETBACK	20'	20'
LOT WIDTH	185.40'	183.83'
LOT DEPTH	197'	197'



LOCATION MAP
NTS

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written authorization of Brockette/Davis/Drake, Inc. is prohibited.

STATE OF TEXAS
JAMES A. RILEY
73231
LICENSED
PROFESSIONAL ENGINEER
01/16/25

PD SITE PLAN
LOT 2AR & 3AR, BLOCK B
C.B.D. HOLLYWOOD PARK
914 & 918 E. U.S. HIGHWAY 67

DEVELOPER
CORINTH PROPERTIES
300 KNOX PLACE
4645 N. CENTRAL EXPRESSWAY
DALLAS, TEXAS 75205
(214)628-7162
JOHN DICKEY
jdickey@corinthproperties.com

ARCHITECT
HODGES ARCHITECTURE
13642 OMEGA
DALLAS, TEXAS 75244
(972)387-1000
STEVE SCHWARTZ
sschwartz@hodgesusa.com

LANDSCAPE ARCHITECT
SMR LANDSCAPE ARCHITECTS, INC.
1708 NORTH GRIFFIN STREET
DALLAS, TEXAS 75202
(214)871-0083
BRIAN ADAMS, R.L.A.
badams@smr-la.com

ENGINEER
BROCKETTE DAVIS DRAKE, INC
12377 MERIT DRIVE
SUITE 1100
DALLAS, TEXAS 75251
(214)824-3647
JAMES RILEY, P.E.
jriley@bddeng.com

SURVEYOR
VOTEX SURVEYING
10440 N. CENTRAL EXPRESSWAY
SUITE 800
DALLAS, TEXAS 75231
(469)333-8831

L:\Data\Civil\2023\23012 – Restaurant Pad Sites Hwy 67 & Cockrell Hill – Duncanville\Plans\CD\SUP Site 230912.dwg

ORDINANCE NO. 2537

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BY CHANGING THE EXISTING ZONING FROM LOCAL OFFICE/RETAIL "LOR" DISTRICT ZONING TO A PLANNED DEVELOPMENT "PD" ON APPROXIMATELY 1.66+/- ACRES OF REAL PROPERTY OF THE C.B.D. HOLLYWOOD PARK SUBDIVISION, BLOCK B, LOTS 2A AND 3A, MORE COMMONLY KNOWN AS 914 & 918 E HWY 67, DUNCANVILLE, DALLAS COUNTY, TEXAS, AS DESCRIBED AND DEPICTED ON EXHIBITS "A" ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR THE APPROVAL OF THE SITE PLAN WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "B"; PROVIDING A LANDSCAPE PLAN, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "C"; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENAL TY 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 and City Council of the City of Duncanville, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the City Council is of the opinion and finds that the Comprehensive Zoning Ordinance and Map should be amended as provided herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. The Comprehensive Zoning Ordinance and Map of the City of Duncanville, Texas, as heretofore amended, be, and the same are hereby amended by changing the zoning from Local Office/Retail "LOR" District to a Planned Development "PD" District on approximately 1.66 +/- acres of real property in the C.B.D. Hollywood Park Subdivision, Block B, Lots 2A and 3A, more commonly known as 914 & 918 E. Hwy 67, Duncanville, Dallas County, Texas, as described and depicted in Exhibits A and A-1.

SECTION 2. That said Property shall be used, developed, and maintained only in the manner and for the purposes provided for this Ordinance, Comprehensive Zoning Ordinance of the City of Duncanville, as heretofore amended, and in conformance with this Ordinance and the Conceptual Site Plan, Exhibit B, which is attached hereto and incorporated herein, subject to the following additional development regulations:

A. Property shall be developed in accordance with the Conceptual Site Plan and as set forth in Exhibit B, as incorporated herein, into the ordinance.

B. Property shall meet all city, state, and federal regulations for building, fire, and accessibility codes, statutes, and regulations.

C. Allowed uses within the PD are as follows:

(1) Educational, Institutional, Public and Special Uses
- (a) Adult Day Services
- (b) Art Gallery and Museum
- (c) Medical, Clinic or Office
- (d) Radio or TV Broadcasting w/o Tower
- (e) Research and Development Lab (Tech)
- (f) School (Business/Trade Vocational, College/University, Primary/Secondary Public and Private)

(2) Recreational and Entertainment Uses
- (a) Amusement, Indoor
- (b) Theater, Indoor Only
- (c) Theater, Performing Arts

(3) Retail and Service Uses
- (a) Art Instruction Studio
- (b) Art Studio
- (c) Financial Institution
- (d) Grocery, Local Scale
- (e) Grocery, Neighborhood Scale
- (f) Gym and Fitness Facilities
- (g) Nursery, Retail
- (h) Personal Care Service Shop
- (i) Postal Mart
- (j) Professional Office, Local Scale
- (k) Restaurant, Limited Seating
- (l) Restaurant, Seated Service
- (m) Retail, Convenience Store
- (n) Convenience Store w/ Restaurant
- (o) Retail, Local Scale
- (p) Retail, Neighborhood Scale
- (q) Seasonal Sales
- (r) Laundry, Dry Cleaning Drop-Off/Pick-Up

D. Uses that require an additional approved site plan and special conditions:
   (1) Recreational and Entertainment Uses shall be approved by Planning and Zoning Commission and City Council and shall contain additional regulations to ensure compatibility with the uses set forth herein and adjacent neighborhood.

E. A 10-foot building setback shall be allowed for interior side setback.

F. Any Financial/Bank Institution use, restaurant use, or retail use may have a drive-thru as an accessory use as set forth in Exhibit B.

G. The front landscape buffer is reduced from 15’ to 5’ with green crate hardscape on the parking spaces adjacent to SH67 frontage.

H. The total lot landscaping coverage is reduced from 20% to 15%.

I. Commercial design standards shall allow main entrances of building sites to be located on any side of the building provided they follow the aesthetic design requirements for front entrances including features such as signage, an overhang, appropriate lighting, and other security features are provided.

J. Section 4.03 of the City of Duncanville Zoning Ordinance regarding building articulation shall not apply to this Planned Development so long as construction facades are in accordance with the Elevations, attached hereto as Exhibit C.

K. A Development Plan and Site Plan shall be filed and approved administratively in accordance with the Conceptual Site Plan shown on Exhibit "B" and the provisions of this ordinance.

L. A Landscape plan shall be filed and approved administratively in accordance with the Comprehensive Zoning Ordinance of the City of Duncanville, and as amended in the Landscape Plan, Exhibit D, adopted by this Ordinance.

SECTION 3. That 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 Comprehensive Zoning Ordinance as a whole.

SECTION 4. That all provisions of the Ordinance of the City of Duncanville in conflict with provisions of this Ordinance be, and same are hereby repealed, and all other provisions of the ordinances of the City of Duncanville not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5. That the above-described property shall be used only in the manner and for the purposes provided for in the Comprehensive Zoning Ordinance of the City of Duncanville, as amended herein by the granting of this planned development.

SECTION 6. That any person, firm or corporation violating any of the provisions or terms of this Ordinance or of the Comprehensive Zoning Ordinance as amended hereby shall be deemed guilty of a misdemeanor, and subject to the same penalty as provided for in the Comprehensive Zoning Ordinance, and upon conviction shall be punished by fine not to exceed the sum of Two Thousand Dollars ($2,000.00) for each offense, and each and every day such violation shall continue shall constitute a separate offense.

SECTION 7. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption of said Ordinance, as the law in such cases provides.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the _____ day of _____ 2025.

APPROVED:

_____
Greg Contreras, Mayor

ATTEST:

_____
Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____
Robert E. Hager, City Attorney

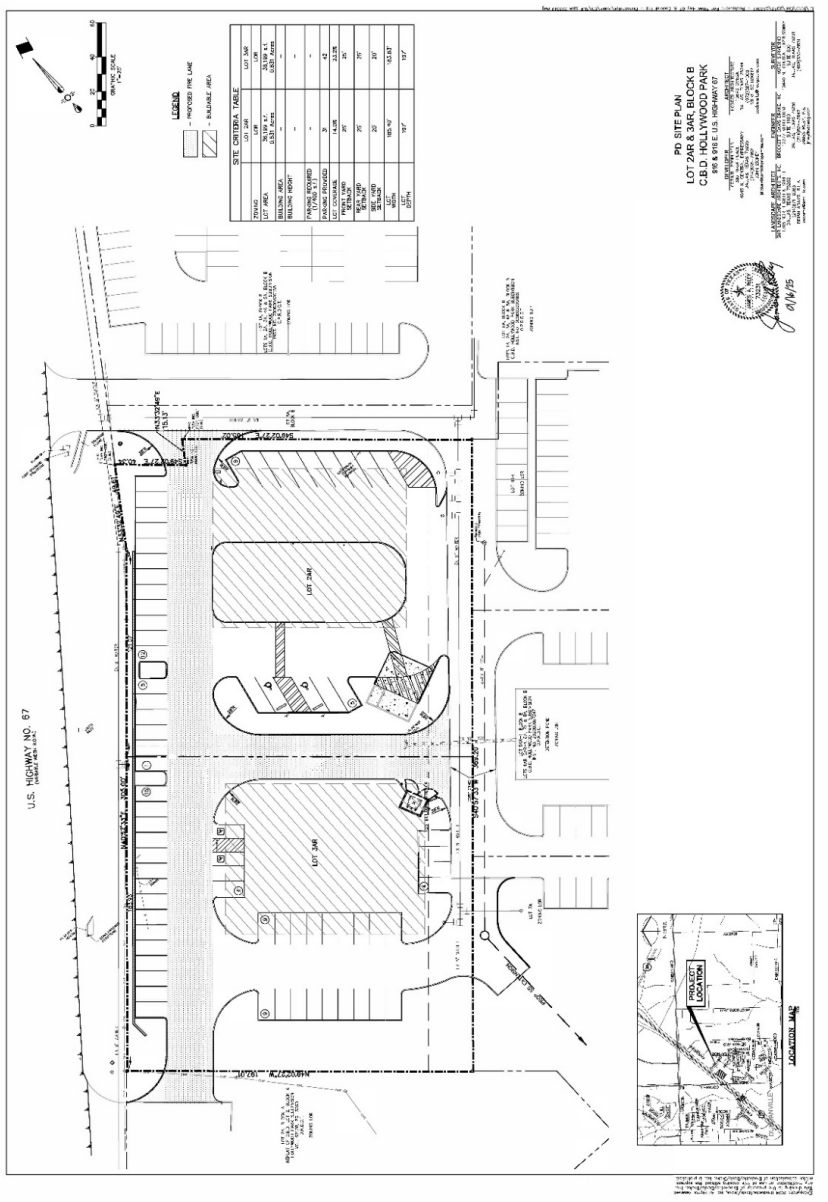
Exhibit “A”

LEGAL DESCRIPTION

Being C.B.D. Hollywood Park Subdivision, Block B, Lots 2A and 3A, more commonly known as 914 & 918 E. Hwy 67, Duncanville, Dallas County, Texas.

Exhibit “B”

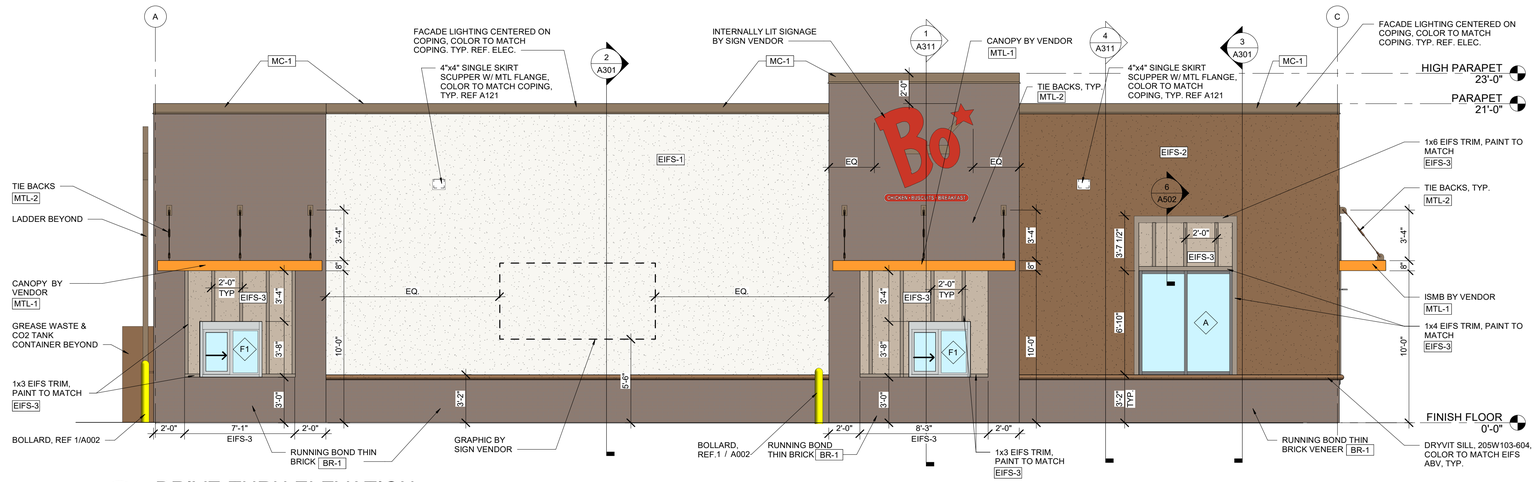
CONCEPTUAL SITE PLAN


PD SITE PLAN
LOT 2AR & 3AR, BLOCK B
CBD HOLLYWOOD PARK
W/S & S/S/E U.S. HIGHWAY 67
SITE CRITERIA TABLE
LEGEND
PROPOSED FIRE LANE
BUILDABLE AREA
U.S. HIGHWAY NO. 67
LOT 3AR
LOT 2AR
PROJECT LOCATION
KEY MAP


Bojangles

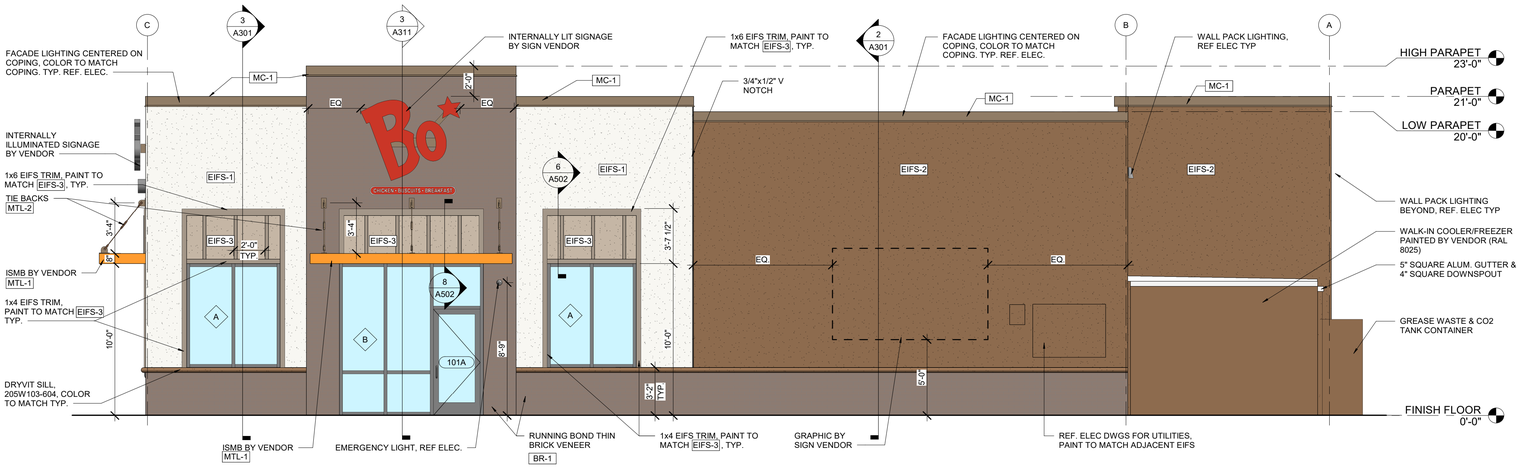
GENERAL NOTES

1. REFERENCE A141 FOR FINISH LEGEND
2. SIGNAGE COMPANY TO PERMIT LARGEST POSSIBLE SIGNAGE. COORDINATE WITH AHJ.
3. GC TO COORD. WITH SIGN VENDOR FOR FINAL QTY. & LOCATION OF ALL SIGNAGE.



2 DRIVE-THRU ELEVATION

1/4" = 1'-0"



1 ENTRY ELEVATION

1/4" = 1'-0"

3/5/2025 1:29:16 AM
C:\Users\mike.wrenn\Documents\2022 Revit Projects\Bojangles_ Profitality Midtown_ARC_v22_mWrenn.rvt
A201-EXTERIOR ELEVATIONS-25.02 R20170

HFA
HFA-AE, L T D.
t 479.273.7780
1705 S. Walton Blvd., Suite 3
Bentonville, Arkansas 72712
www.hfa-ae.com

STIPULATION FOR REUSE
THIS DRAWING WAS PREPARED FOR CITY, ST# (SPECIFIC SITE AT DATE ON 05/05/25) AND IT IS NOT SUITABLE OR INTENDED FOR USE ON ANY PROJECT SITE OR AT A LATER TIME. ANY REUSE WITHOUT SPECIFIC VERIFICATION OR ADAPTATION BY THE ARCHITECT FOR THE SPECIFIC PROJECT IS AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO THE ARCHITECT AND ARCHITECT'S CONSULTANTS. UNAUTHORIZED REUSE BY LICENSED ARCHITECTS AND ENGINEERS ON ANOTHER PROJECT MAY BE SUBJECT TO LEGAL ACTION BY THE ARCHITECT. REUSE ON ANOTHER PROJECT IS NOT PERMITTED BY LAW EXCEPT BY AGREEMENT WITH THE ARCHITECT AS CONTRARY TO THE LAW.

Bojangles

STORE NUMBER: XXXX
ADDRESS
CITY, SC XXXXX

PR - MEDIUM

JOB NUMBER: 16-24-01400

ISSUE BLOCK

1	25.02 PROTO	02/05/25

CHECKED BY:	JW
DRAWN BY:	MJ
DOCUMENT DATE:	02/05/25
PROTO:	PR - MEDIUM
PROTO CYCLE:	25.02

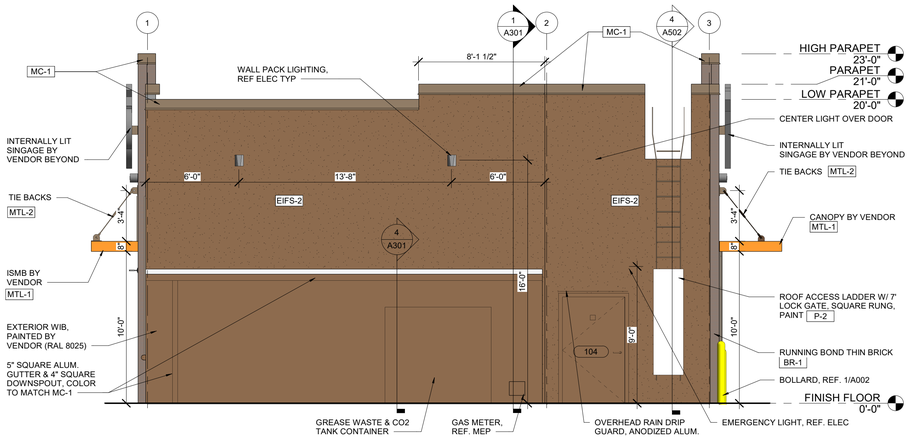
NOT FOR CONSTRUCTION

EXTERIOR ELEVATIONS

SHEET: A201

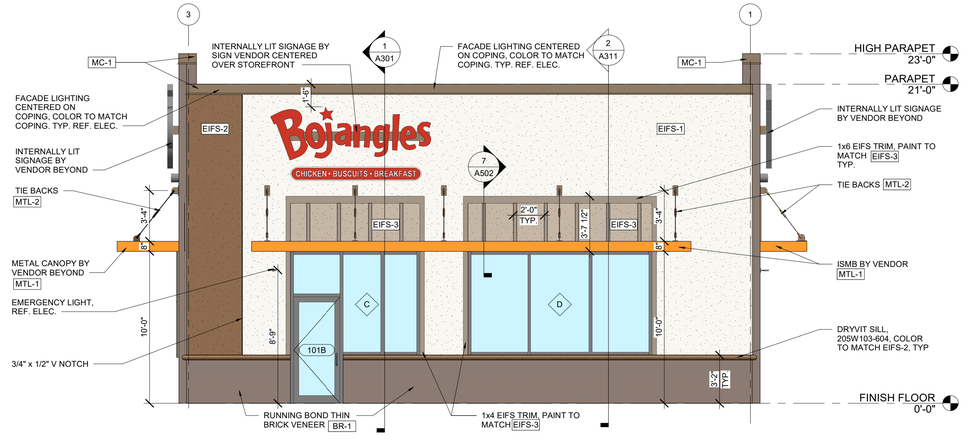
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2 REAR ELEVATION

1/4" = 1'-0"



1 FRONT ELEVATION

1/4" = 1'-0"

HFA
HFA-AE, L T D.
t 479.273.7780
1705 S. Walton Blvd., Suite 3
Bentonville, Arkansas 72712
www.hfa-ae.com

STIPULATION FOR REUSE

THIS DRAWING WAS PREPARED FOR CITY & SPECIFIC SITE AT DATE ON 03/05/25 AND IT IS NOT INTENDED OR REPRESENTED SUITABLE FOR REUSE ON ANOTHER PROJECT OR AT A LATER TIME OR PLACE WITHOUT THE EXPRESS WRITTEN CONSENT OF HFA. REUSE BY ANY PARTY WITHOUT EXPRESSLY AUTHORIZATION BY HFA SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO HFA. LICENSED ARCHITECTS AND ENGINEERS ARE RESPONSIBLE ARCHITECTS. ANY REUSE ON ANOTHER PROJECT IS NOT PERMITTED WITHOUT THE CONSENT OF THE LAW!

Bojangles

STORE NUMBER: XXXX
ADDRESS
CITY, SC XXXXX

JOB NUMBER: 16-24-01400

PR - MEDIUM

ISSUE BLOCK		
1	25.02 PROTO	02/05/25

CHECKED BY:	JW
DRAWN BY:	MJ
DOCUMENT DATE:	02/05/25
PROTO:	PR - MEDIUM
PROTO CYCLE:	25.02

NOT FOR CONSTRUCTION

EXTERIOR ELEVATIONS

SHEET: A202

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A202-EXTERIOR ELEVATIONS 25.02 PROTO






SPROUTS
FARMERS MARKET
Now Open!

STAFF REPORT

MEETING: City Council - 15 Apr 2025

TITLE:
Present the Police Department's Quarterly Report

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
  - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:
Adrian Tijerina, Assistant Chief of Police

BACKGROUND/HISTORY:
Police Quarterly Report

POLICY EXPLANATION:
Police Quarterly Report

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	Purchase Amount	After Encumber
$0.00	$0.00	$0.00

ACTION ALTERNATIVES:

1. Receive quarterly report.
2. Do not receive quarterly report.
3. Other actions as directed by Council.

ATTACHMENTS:
Duncanville Police 2nd FY Quarterly Report 2025 (JAN-MAR)



City of Duncanville

QUARTERLY REPORT
JANUARY – MARCH 2025

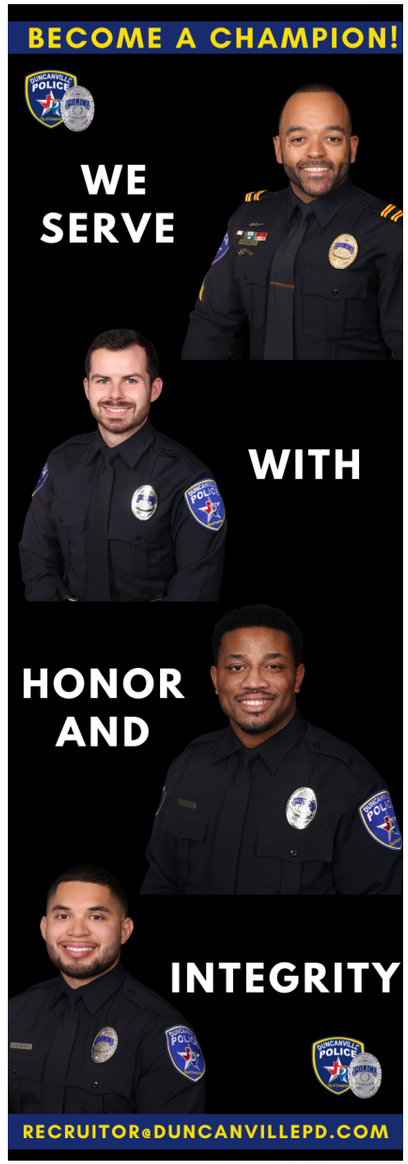
JANUARY 21, 2025

ADRIAN TIJERINA, ASSISTANT CHIEF OF POLICE

We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self

Staffing/Personnel

- Recruits Krystal Hayes and Marin are in week 21 of their Police Academy training and are progressing well. They are expected to graduate in April.
- Recruits Bond and Perea are in week 12 of their Police Academy training and are expected to graduate in June.
- Recruit Gonzalez is in week 1 of his Police Academy Training. He is expected to graduate in September.
- Officers Ortiz, Vang, and Lopez are currently in field training and are expected to be released in May.
- Officer Lane was a lateral hire and is currently in field training. He is also expected to be released in May.
- Officer Delgado was a lateral hire and will begin in-service training in April.
- We currently have 6 vacancies.



City of Duncanville

Staff Development

- Our Senior Evidence Technician attended training aimed at the Supervision of a Forensic Unit
- Officers attended Intermediate Crime Scene training
- Several officers received certifications for ICS 300 (Intermediate ICS for Expanding Incidents) & 400 (Advanced ICS for Complex Incidents
- Training & Personnel Officer received his Force Science Certification
- Several officers attended ALERRT Level 1 instruction and Train the Trainer certification



ADVANCED LAW ENFORCEMENT RAPID RESPONSE TRAINING
TEXAS STATE UNIVERSITY

DEPARTMENT OF HOMELAND SECURITY
FEMA

City of Duncanville

Regional CARE Team Quarterly Activity

- The CARE Team has recognized an increase in the unhoused population in the Tri-cities. They are continuously searching for resources and programs.

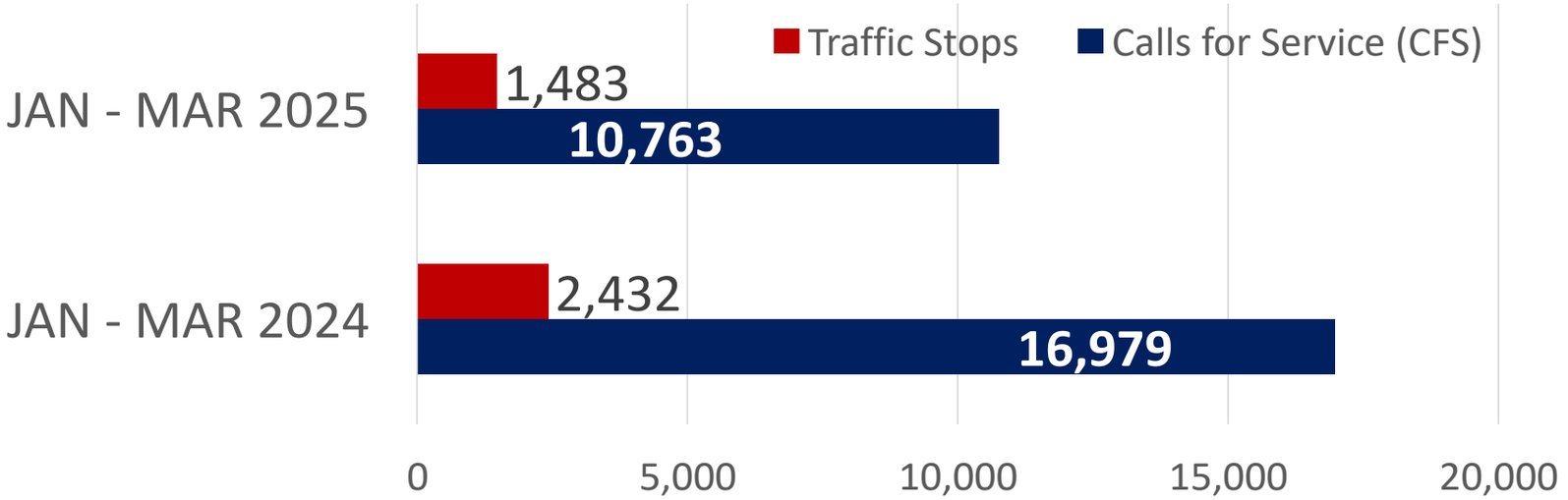
- The CARE Team has assisted approximately 59 new clients for this quarter.

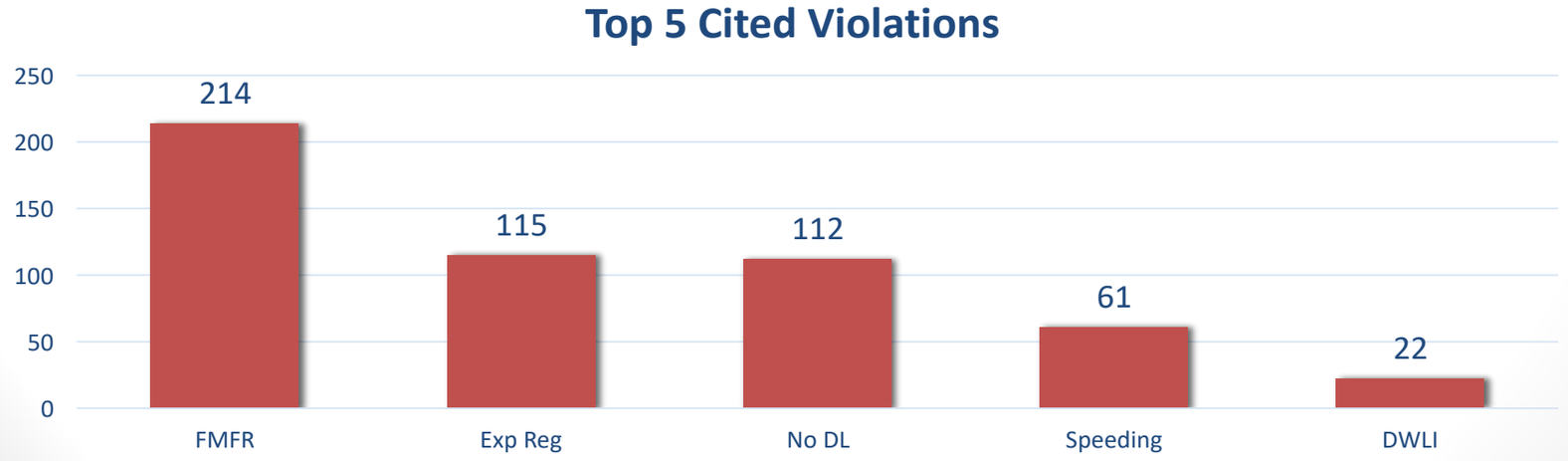


REGIONAL CARE TEAM

City of Duncanville

Patrol activity comparison at a glance



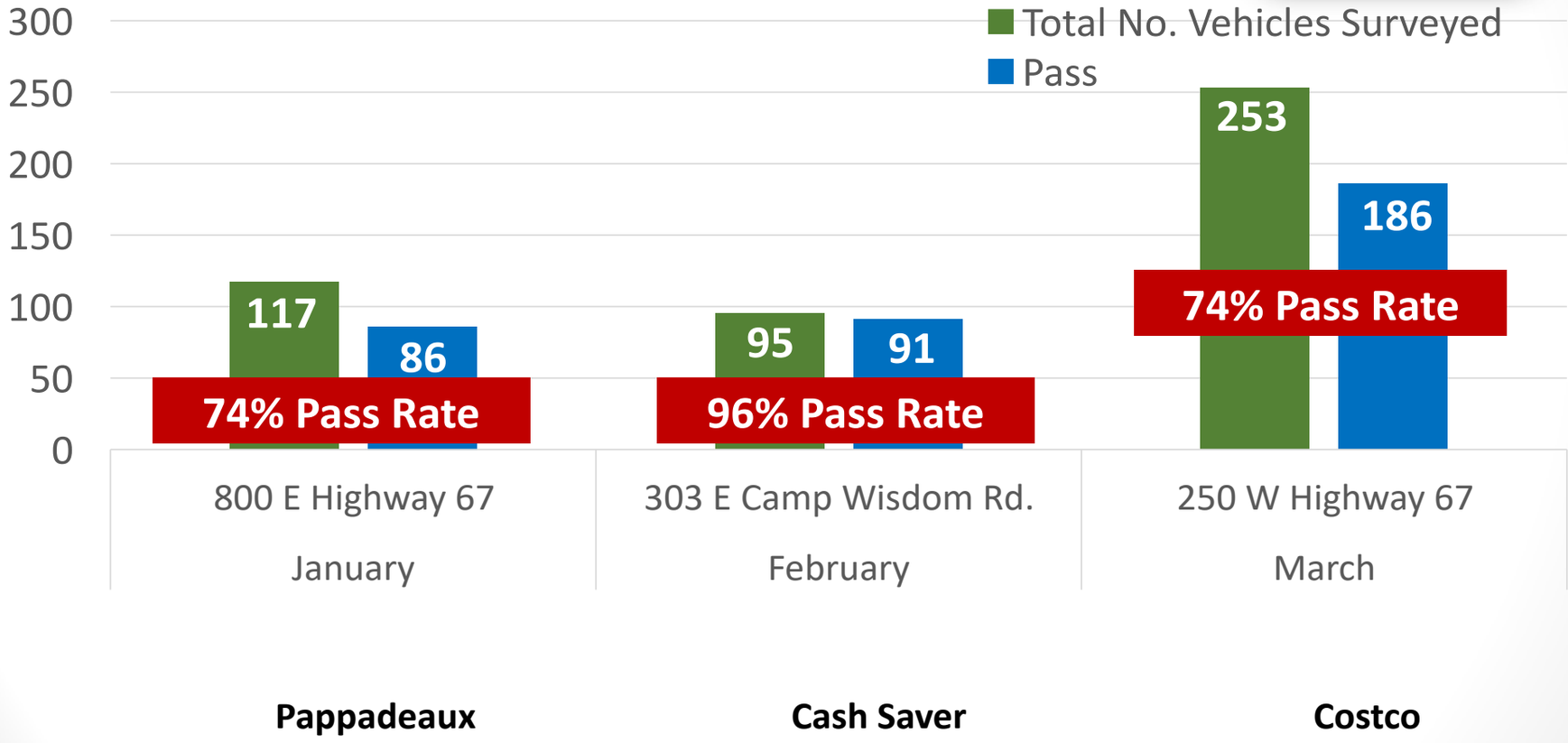


City of Duncanville

5

Citizens on Patrol (COPs) BMV Report Card Surveys





City of Duncanville

6

Department Activity

Number of Use of Force Incidents: 4

- All found to be lawful and within departmental policy.

Number of Vehicle Pursuits: 1

- Administrative review pending.

Number of Complaints: 0

City of Duncanville

Community Engagement

January 2025 – 7 Meetings with 732 Partnerships
February 2025 – 7 Meetings with 695 Partnerships
March 2025 – 5 Meetings with 825 Partnerships











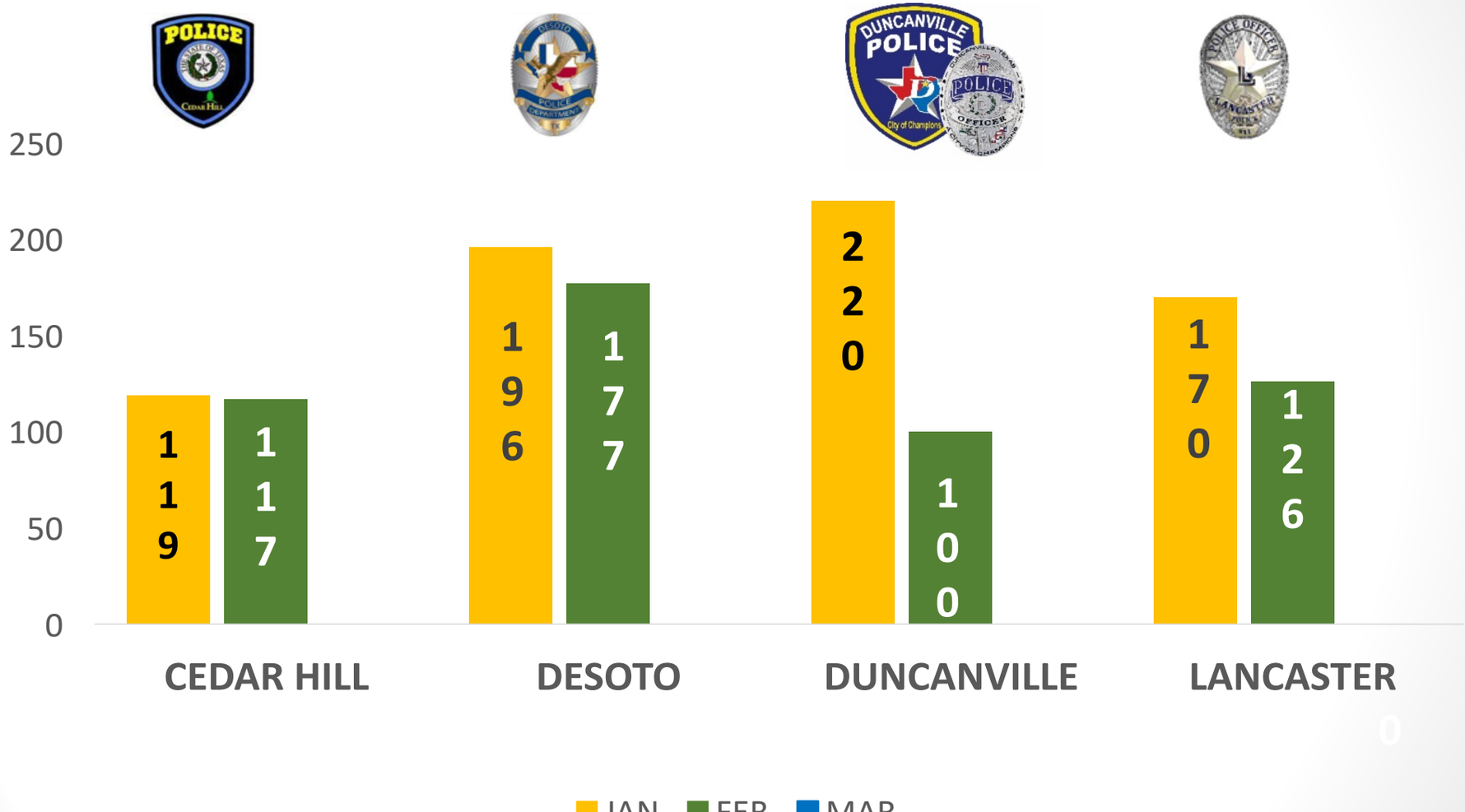
NIBRS Group A Offenses: Jan – Mar 2025

	Occurred	Unfounded	Actual	Cleared
09 - Homicide Offenses			0	
100 - Kidnapping/Abduction			0	
11 - Sex Offenses	2		2	1
36 - Sex Offenses, Non-Forcible			0	
120 - Robbery	8		8	4
13A - Aggravated Assault	16		16	13
13B - Simple Assault	74		74	63
13C - Intimidation	8		8	5
200 - Arson			0	
210 - Extortion/Blackmail			0	
220 - Burglary/Breaking and Entering	18		18	4
23A - Pocket-picking			0	
23B - Purse-snatching			0	
23C - Shoplifting	14		14	5
23D - Theft From Building	3		3	
23E - Theft From Coin-Operated Machine or Device			0	
23F - Theft From Motor Vehicle	62		62	4
23G - Theft from Motor Vehicle Parts/Acccessories	10		10	
23H - All Other Larceny	13		13	1
240 - Motor Vehicle Theft	55	2	53	1
250 - Counterfeiting/Forgery	2		2	1
26 - Fraud Offenses	10		10	2
270 - Embezzlement			0	
280 - Stolen Property Offenses			0	
290 - Destruction/Damage/Vandalism of Property	30		30	5
35 - Drug/Narcotic Offenses	27		27	21
370 - Pornography/Obscene Material			0	
39 - Gambling Offenses			0	
40 - Prostitution Offenses			0	
510 - Bribery			0	
520 - Weapon Laws Violations	11		11	4
64 - Human Trafficking			0	
720 - Animal Cruelty			0	
GRAND TOTAL	363	2	361	134

Crime statistics as of 04/01/2025

City of Duncanville

NIBRS Group A Offense Count Comparison



Data obtained from Texas DPS at https://txucr.nibrs.com/Report/CrimesIndex

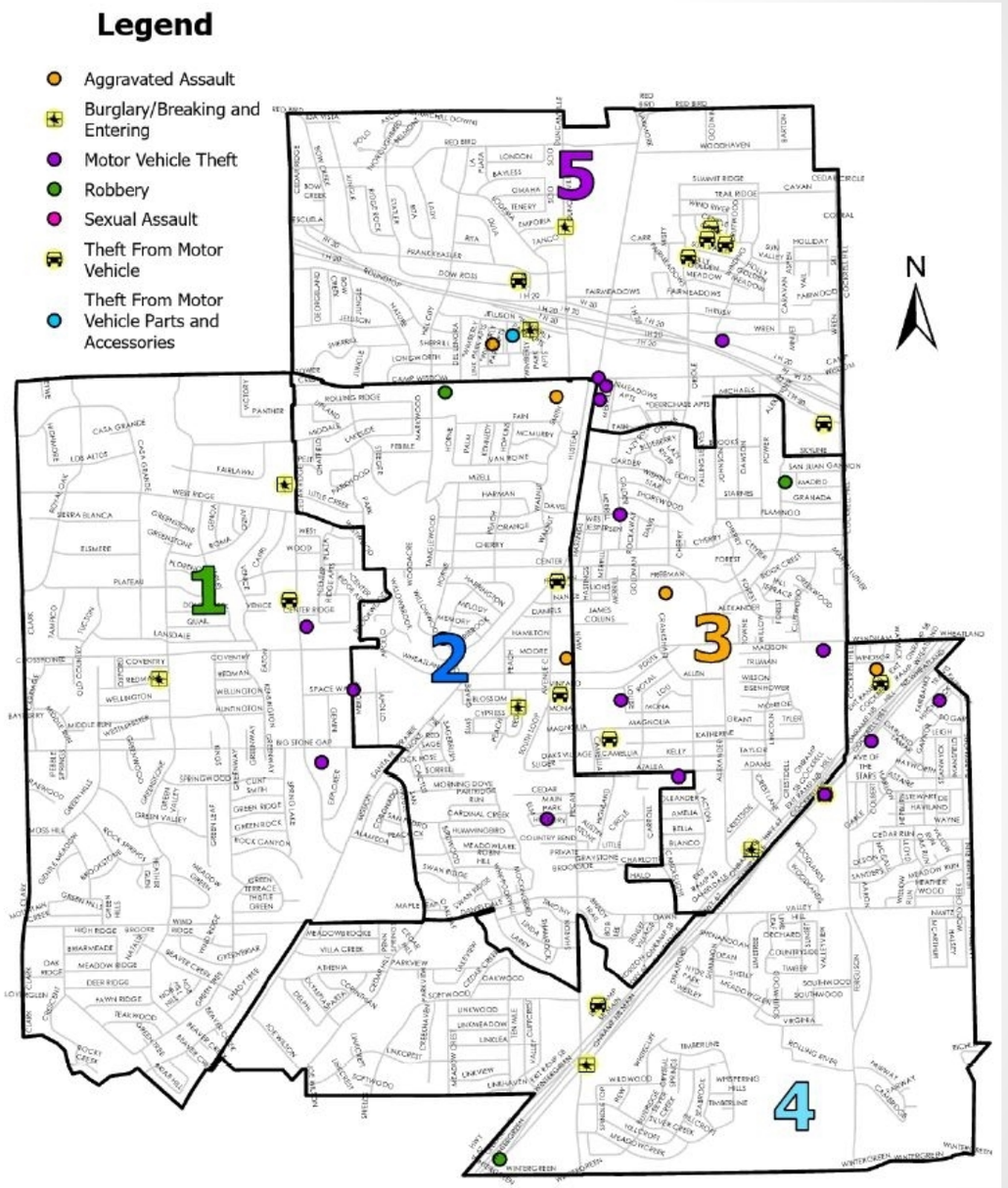
March NIBRS not yet submitted as of April 02, 2025

City of Duncanville

10

January 2025 Major Crimes

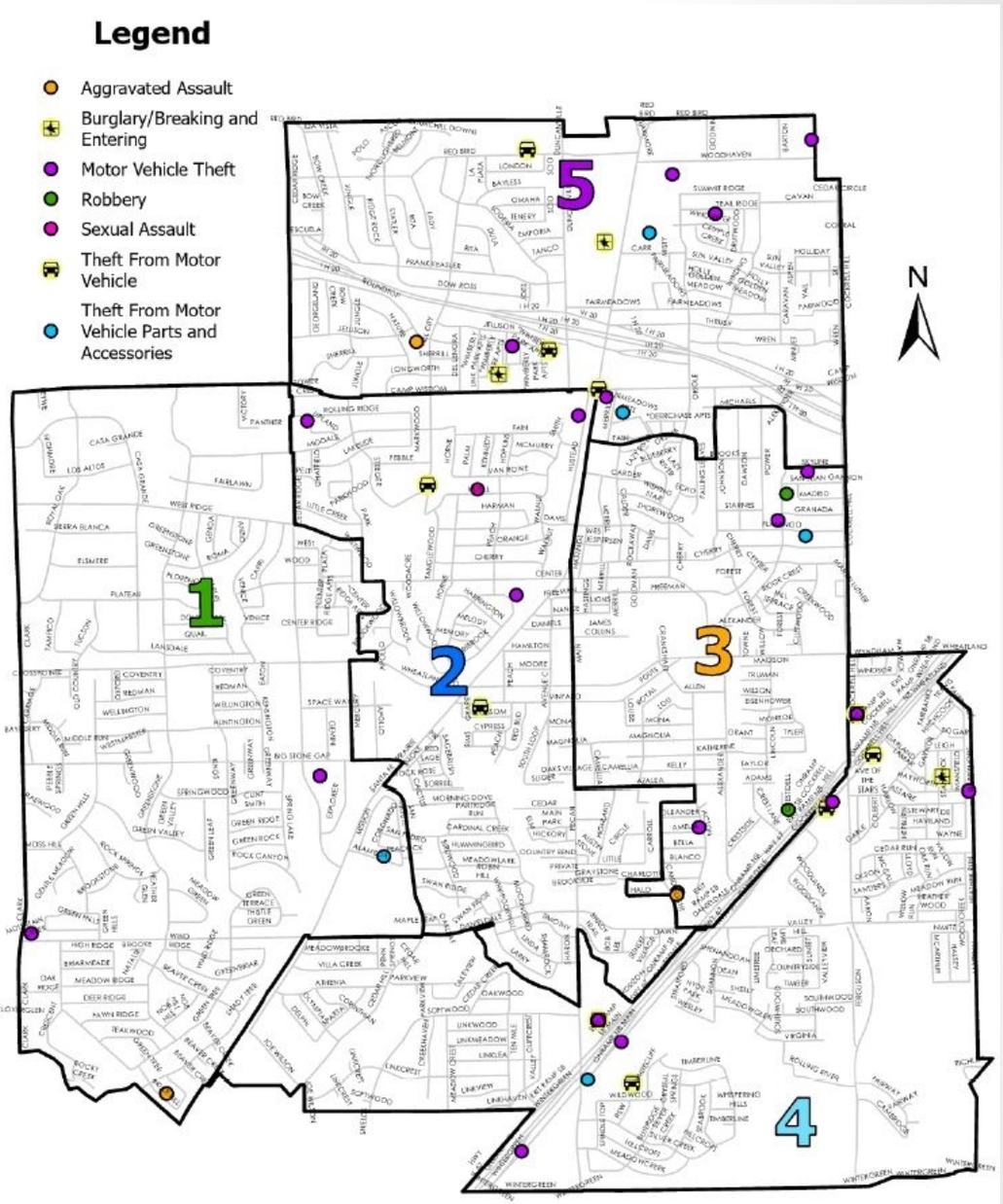
	District 1	District 2	District 3	District 4	District 5
Agg. Assault	0	2	1	1	1
Burglary	2	1	1	1	2
Motor Vehicle Theft	2	3	3	4	5
Robbery	0	1	1	1	0
Sexual Assault	0	1	0	0	0
Theft from Motor Vehicle	1	2	1	20	6
Theft From Motor Vehicles Parts and Accessories	0	0	0	0	1
Total	**5**	**10**	**7**	**27**	**15**



City of Duncanville

February 2025 Major Crimes

	District 1	District 2	District 3	District 4	District 5
Agg. Assault	1	0	1	0	1
Burglary	0	0	0	1	2
Motor Vehicle Theft	2	3	3	6	5
Robbery	0	0	2	0	0
Sexual Assault	0	1	0	0	0
Theft from Motor Vehicle	0	2	0	5	3
Theft From Motor Vehicles Parts and Accessories	1	0	2	1	2
Total	4	6	8	13	13

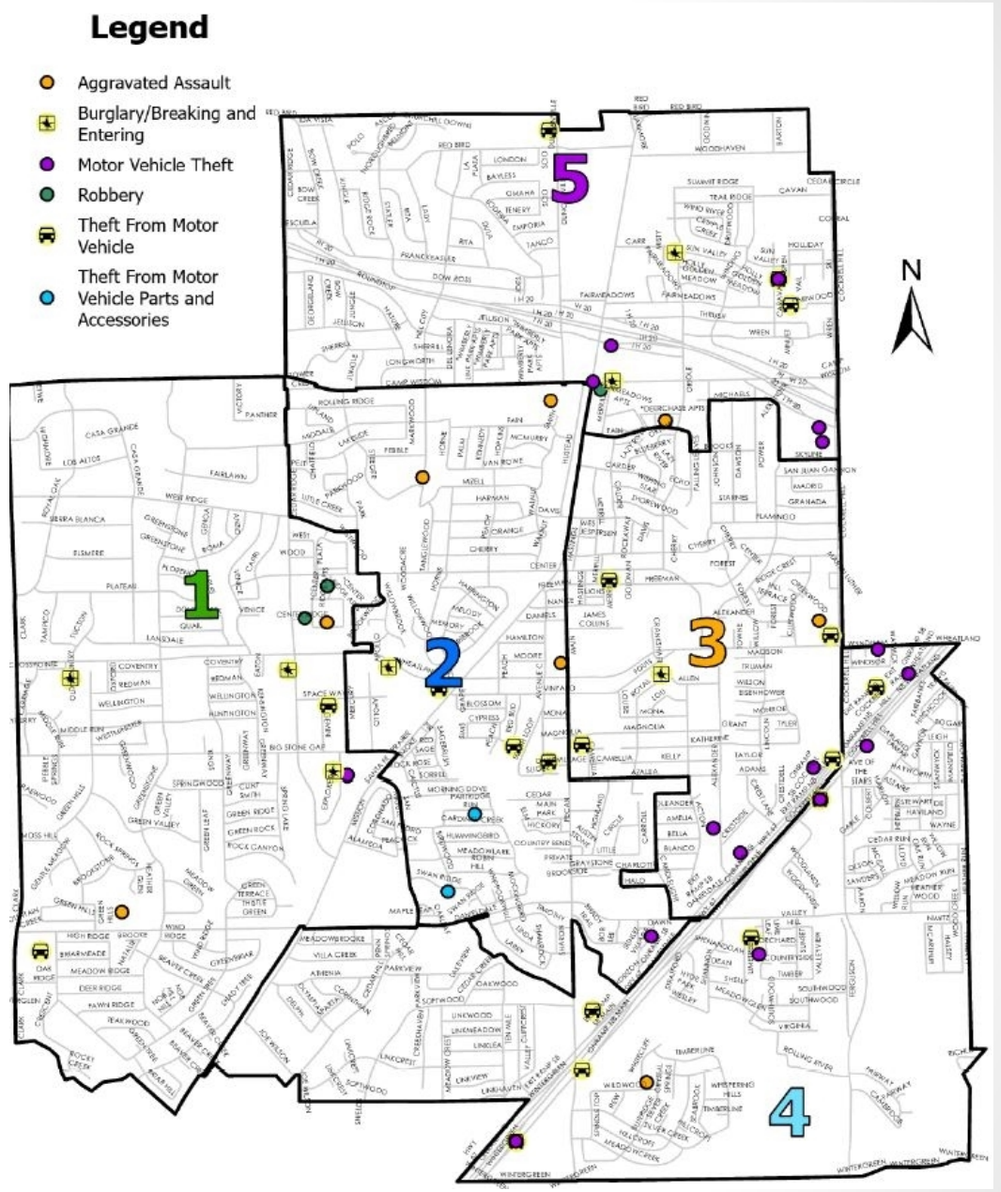


City of Duncanville

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March 2025 Major Crimes

	District 1	District 2	District 3	District 4	District 5
Agg. Assault	2	3	1	1	1
Burglary	4	1	1	0	2
Motor Vehicle Theft	1	2	3	6	5
Robbery	2	0	0	0	1
Theft from Motor Vehicle	2	3	4	10	3
Theft from Motor Vehicle Parts and Accessories	0	2	0	1	0
Total	**11**	**11**	**9**	**18**	**12**



City of Duncanville

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Thank you

Any questions?



STAFF REPORT

MEETING: City Council - 15 Apr 2025

TITLE:
Fire Department Quarterly Report

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
  - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:
Chris Connealy, Fire Chief

BACKGROUND/HISTORY:
Fire Department to provide quarterly report to City Council.

POLICY EXPLANATION:
Fire Department to provide quarterly report to City Council.

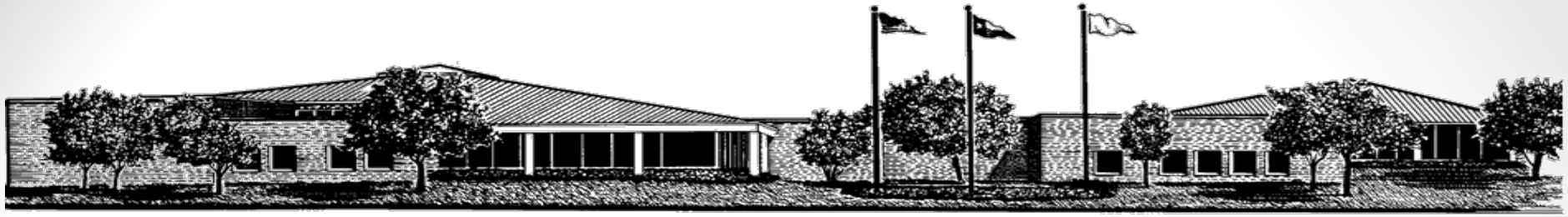
FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	Purchase Amount	After Encumber
$0.00	$0.00	$0.00

ACTION ALTERNATIVES:
1. N/A

ATTACHMENTS:
FD Quarterly Update 04152025



City of Duncanville

FIRE DEPARTMENT QUARTERLY UPDATE

APRIL 15, 2025

CHRIS CONNEALY, FIRE CHIEF

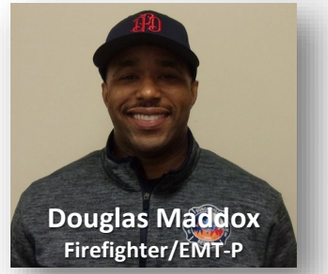
We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self

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Staffing

- **New Hires**
  - Riley Deaton, Firefighter/EMT
  - Douglas Maddox, Firefighter/EMT-P
  - Kevin Bradley, Regional EM Specialist
- **Vacancies**
  - (3) Vacancies
- **Civil Service Entrance Exam**
  - Held Civil Service Entrance Exam on March 29, 2025
  - Applicant Personal History Statements are due by Friday, April 11, 2025







City of Duncanville

Accomplishments:

- **Retirement of Fire Marshal Steve Blanchard**
  - Fire Marshal, Steve Blanchard, retired on January 10, 2025. Congratulations to Fire Marshal Blanchard on his retirement after selflessly serving Duncanville Fire Department and the citizens of Duncanville for over 26 years.



Staffing

- **Paramedic School**
  - FF/EMT Colton Broeske is currently attending Paramedic School at Cedar Valley College and is scheduled to graduate in July 2025
  - FF/EMT Casey Vincent and FF/EMT Riley Deaton are scheduled to attend Paramedic School at Cedar Valley College beginning May 5, 2025
- **Promotional Test**
  - The Fire Marshal and Deputy Fire Marshal promotional test are scheduled for Tuesday, May 13, 2025

Accomplishments:

- **Department Standard Operating Guidelines**
  - All Fire Operations Standard Operating Guidelines (SOGs) have been updated
  - Begin process of updating the departments Emergency Medical Services SOGs

City of Duncanville

Accomplishments:

- **Update on Matrix Report**
  - Adopted all recommended benchmark performance objectives
  - Will provide monthly benchmark performance reports to the City Manager
  - Working with the Bond Committee on a potential 3rd Fire Station on the west side of the City as recommended in the Matrix Report
  - Working to establish a “Recruitment Task Force” to explore opportunities to enhance filling vacant positions and additional positions if the bond election is approved

Accomplishments:

- **Labor-Management Committee**
  - Established a Labor-Management Committee to further enhance collaboration between labor and management to ultimately improve the operations of the Fire Department to better serve the community
  - Labor-Management Committee's biggest concern is adding additional personnel to meet NFPA 1710 standard improving firefighter and citizen safety, which is referenced in the Matrix Report

Emergency Management Accomplishments:

- **Regional Full Scale Active Shooter Exercise**
  - Conducted a Regional Full Scale Active Shooter Exercise for all cities police and fire departments, and SWRCC Dispatch, with a total of 138 personnel participating in the simulated scenarios





Emergency Management Accomplishments:

- **Child Reunification & Family Assistance Center Training**
  - Lauren Sanchez presented on Child Reunification & Family Assistance Center to Johnson County Police and ISD Police group
- **Emergency Preparedness Block Party**
  - Lauren Sanchez participated in the City of Cedar Hill's Emergency Preparedness Block Party on March 1, 2025.
- **UNIDOS Event**
  - Lauren Sanchez participated in the UNIDOS event held by Duncanville PD and presented, in Spanish, on emergency preparedness

Emergency Management Accomplishments:

- **Regional Safe Room Rebate Grant Program**
  - Kicked off the Regional Safe Room Rebate Grant Program which is open to all four cities via a FEMA grant award.
  - Conducted a virtual and in-person town hall informational meeting for the public
- **Public Service Announcement Video**
  - Filmed PSA video for What3Words app in conjunction with SWRCC for all four cities to share publicly
- **National Weather Service Severe Weather Class**
  - Hosted a National Weather Service Severe Weather class for South Dallas County area in Cedar Hill

Performance Indicators

- **Total Calls for Service (Q1)** **1,894**
  - Fire Related CFS: 28
  - Building Fires: 7
  - Other related CFS: 499
  - EMS CFS: 1,360
  - Inspections Completed: 112

- **Total Calls for Service (Q2)** **1,876**
  - Fire Related CFS: 33
  - Building Fires: 23
  - Other related CFS: 525
  - EMS CFS: 1,295
  - Inspections Completed: 118

City of Duncanville

