



EVERMAN CITY COUNCIL REGULAR MEETING

Tuesday, October 14, 2025 at 6:00 PM

213 North Race Street Everman, TX 76140

AGENDA

1. MEETING CALLED TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. CONSENT AGENDA

A. Minutes

Regular Meeting September 9, 2025

Special Meeting September 16, 2025

B. Financials

August 2025

5. PRESENTATIONS

A. Proclamation Honoring October 14th, 2025 as National Day of Remembrance for Charlie Kirk

B. Proclamation - Cancer Awareness & Support Month

C. Proclamation - Fire Prevention Month

6. CITIZEN'S COMMENTS

7. DISCUSSION ITEMS

A. Monthly Staff Reports

(1) Police Department

(2) Code Enforcement

(3) Animal Services

(4) Fire Department

(5) Public Works

B. Staff Report related to upcoming Community Events & Activities

8. CONSIDERATION AND POSSIBLE ACTION

A. Actions Concerning Appointments to Various Boards, Commissions, or Committees

- Mayor's Youth Advisory Council

- Everman Community Development Corporation Board

- B. RESOLUTION NO. 2025-10-01 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THREE INTERLOCAL AGREEMENTS BY AND BETWEEN THE CITY OF EVERMAN AND, RESPECTIVEILY, (1) THE CITY OF FOREST HILL, (2) THE CITY OF KENNEDALE, AND (3) THE CITY OF EDGECLIFF VILLAGE, FOR ANIMAL CONTROL OFFICER SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.
- C. RESOLUTION NO. 2025-10-02 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, APPROVING AND AUTHORIZING EXECUTION OF THREE INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF EVERMAN AND, RESPECTIVELY, (1) THE CITY OF FOREST HILL, (2) THE CITY OF KENNEDALE, AND (3) THE CITY OF EDGECLIFF VILLAGE, EACH ESTABLISHING EVERMAN CODE ENFORCEMENT JURISDICTION FOR ANIMAL CONTROL AND WELFARE LAWS WITHIN THE RESPECTIVE CITIES; AND PROVIDING AN EFFECTIVE
- D. RESOLUTION NO. 2025-10-03 A RESOLUTION OF THE CITY OF EVERMAN, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION TO CHANGE RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.
- E. RESOLUTION NO. 2025-10-04 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF EVERMAN AND EVERMAN INDEPENDENT SCHOOL DISTRICT FOR THE EMERGENCY USE OF THE EVERMAN CIVIC CENTER; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
- F. RESOLUTION NO. 2025-10-05 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS APPROVING AN AGREEMENT WITH TRUSTED DRIVER, INC. FOR A TICKET WRITING SOFTWARE SYSTEM; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
- G. RESOLUTION NO. 2025-10-06 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, AUTHORIZING THE CITY MANAGER TO APPROVE AN ADJUSTMENT IN THE AMOUNT OF FIFTY-TWO THOUSAND SEVEN HUNDRED TEN DOLLARS AND FORTY-FIVE CENTS (\$52,710.45) ASSOCIATED WITH THE WATER ACCOUNT FOR TARRANT COUNTY PRECINCT 1; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.
- H. ORDINANCE NO. 844 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES, CITY OF EVERMAN, BY AMENDING CHAPTER 20, "UTILITIES," ARTICLE VIII "UTILITY AND TELECOMMUNICATIONS FACILITIES WITHIN THE RIGHT-OF-WAY" BY ADDING A NEW SECTION 20-350 "ROAD CLOSURE PERMIT REQUIRED"; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

9. EXECUTIVE SESSION

- A. Pursuant to Section 551.072 - Discuss the Purchase, Sale, Exchange, Lease, or Value of Real Property related to Munay Partners, LLC.
- B. Pursuant to Section 551.089 - Deliberations Regarding Security Devices specifically related to City Hall.

10. CONSIDERATION AND POSSIBLE ACTION FROM EXECUTIVE SESSION

11. CITY MANAGERS REPORT

12. MAYOR'S REPORT

13. ADJOURN

I hereby certify that this agenda was posted on the City of Everman bulletin board at or before 5:00 p.m. on Thursday October 9, 2026.

/s/ Mindi Parks
City Secretary

Citizens may watch city council meetings live on YouTube. A link to the City of Everman YouTube channel is provided on the city website at: www.evermantx.us/government/citycouncil/

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- A. Section 551.071 - Pending or Contemplated Litigation or to Seek Advice of the City Attorney.
- B. Section 551.072 - Purchase, Sale, Exchange, Lease, or Value of Real Property.
- C. Section 551.073 - Deliberation Regarding Prospective Gift.
- D. Section 551.074 - Personnel Matters.
- E. Section 551.087- Deliberation Regarding Economic Development Negotiations.
- F. Section 551.089 - Deliberations Regarding Security Devices or Security Audits.

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EVERMAN CITY COUNCIL REGULAR MEETING

Tuesday, September 09, 2025 at 6:00 PM

213 North Race Street Everman, TX 76140

MINUTES

1. MEETING CALLED TO ORDER

Mayor called meeting to order at 6:01pm.

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. CONSENT AGENDA

A. Minutes

July 8, 2025 Regular Meeting Minutes

July 8, 2025 Budget Meeting Minutes

July 11, 2025 Workshop Meeting Minutes

July 22, 2025 Regular Meeting Minutes

August 5, 2025 Workshop Meeting Minutes

August 12, 2025 Budget Workshop Meeting Minutes

August 12, 2025 Regular Meeting Minutes

Motion made by Place 5 Sellers, Seconded by Place 1 Sanders.

Voting Yea: Place 1 Sanders, Place 2 Renfro, Place 3 Allen, Place 5 Sellers, Mayor Richardson

Motion Carried.

B. Financials

July 2025

Motion made by Place 5 Sellers, Seconded by Place 1 Sanders.

Voting Yea: Place 1 Sanders, Place 2 Renfro, Place 3 Allen, Place 5 Sellers, Mayor Richardson

Motion Carried.

5. PRESENTATIONS

A. Swearing In Ceremony -

Officer James Clark - #279

Officer Jennifer Frias - #280

Al Brooks Swore in both James Clark and Jennifer Frias, new Police officers and introduced them to council telling them a little about both of them.

- B. Proclamation Honoring September 11th as Patriot Day & National Day of Service and Remembrance

Mayor Richardson read proclamation honoring September 11th as Patriot Day & National Day of Service and Remembrance. The Remembrance Walk is at 7pm on Thursday starting at Memorial Park.

- C. FY 2025 - 2026 Benefits Presentation - Rodney Dryden; HUB International

Rodney Dryden addressed the council and stated that it has been a tough process this year and the initial renewal from United Health Care came out at about a 10% increase over current cost for our Plans and the market was not very responsive for them. But, the good news is the increase is at a net 0 in cost. We are averaging a -3.5 on cost since 2019. Rodney had to add a fifth plan this year to help keep the cost down for employees that cover dependents. The city reduced their contribution to \$900 from \$1000 per employee. Rodney complimented the staff and making it easy to work with and is very happy with what he has been able to offer to the city.

6. CITIZEN'S COMMENTS

- A. PUBLIC HEARING - Public Hearing to hear citizen testimony on the proposed Fiscal Year 2025-2026 Budget. This budget will raise more revenue from property taxes than last year's budget by an amount of \$139,061, which is a 4.13% increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$140,064.

Public hearing opened up at 6:18pm.

No citizens wanted to comment on this Budget Public Hearing.

Public hearing closed at 6:19pm.

7. DISCUSSION ITEMS

- A. Monthly Staff Reports:

1. Police Department
2. Code Enforcement
3. Animal Services
4. Public Works
5. Fire Department

Police Department- Al Brooks presented the July 23rd- August 26th. Officer's were dispatched to 2141 calls for service including 19 traffic crashes, 15 alarms, 1 assault, 16 assist other agency, 1 burglary in-progress, 4 burglary investigations, 52 disturbance calls, 1 deceased person, 5 calls involving mentally ill, 2 missing persons, 3 fireworks and several other call numbers as well in the report. He then updated council on employee highlights and their

training. He also went over in a presentation about the 2025 Traffic Crash Activity and Traffic Enforcement Activity.

Code Enforcement- Ryan Torrez presented the monthly report for August. He had a lot from the Blitz. He also had 3 open records request. He also updated council on the 54 code violations that he sent out. He updated them on some field visits that he did. There were 80 houses in the blitz that he has addressed. Council member Allen had a question about the high grass in front of Souder and this is the responsibility of the owner and he will let them know about that.

Animal Services- Ray presented the monthly reports for July and August. Total intake for dogs were 52 for July and 48 for August. The cat intake was 29 in July and 2 in August. Live release rate for July was 76% and 70% for August. Live release rate for dogs only was 86% in July and 79% for August. Live release for cats only was 56% for July and 0% for August. He then showed the ACO Field calls by jurisdiction and Forest Hill calls are higher than Everman. The calls per month for July was 1695, and for August is 2066. Also, he said they had 2 events and adopted out 6 for July and August they had 1 event and had 6 adopted out.

Public Works- Gilbert Ramirez presented the monthly report for July and August. For the Parks and Streets Department port they had 13 potholes in July and installed 3 signs in July and 15 in August, 22 Work Orders, 7 event set-ups in July and 10 in August, They also had a dead-end projects and that included 8 dead ends that they cleaned and maintenance. He included some pictures of the work that had been done. The Water Department had 100 plus work orders, Shelby Well Tank repairs, replaced 6-inch water valve on Forest Hill, capped off 2-inch waterline at Hommel Elementary, 5 curb stop replacements, 1 service line repair, 2 main breaks, replaced 30ft of 6-inch sewer line on Angela Ct., an 3 sewer lines, removed 6 meters from vacant homes, completed semi-annual report for NTGCD, and also daily rounds and routine work.

Fire Department- Landon presented the report for June 25- September 5th. Calls for service for this time was 232. The average response time for this period of time is 4:18. The dispatched to in route time for this period is 1:09. The total overlapping emergency incidents is 25 or 11% of all calls. The incidents by response type is as follows: Fire type incident- 16, medical emergency is 158, motor vehicle accidents was 14, hazardous conditions was 15, entrapment rescue was 1 vehicle and 20 other calls. Staffing update is 1 new FF/Paramedic in FTO process, should be complete by the end of the month. Training updates are one personnel participating in TCFP Driver Operator training next month, Company level training prioritization- completed 256 hours of training. Also, Landon informed council that he will be out of the office October 13th-17th completing his year 2 training course to full-fill my Certified Executive Professional designation with Texas Fire Chiefs Association. Landon also updated that the City asset auction should be live before the end of week. Also, ISO should be updated before the end of the year. Awaiting new score determination. He explained the importance of this rating number to council.

B. Upcoming Events & Activities

- 1) 9/11 Remembrance Walk - September 11th
- 2) Hispanic Heritage Celebration - September 27th
- 3) National Night Out - October 7th
- 4) Halloween Festival - October 30th

City Manager Craig Spencer just wanted to update council on some upcoming events. he Remembrance walk is on September 11, Thursday at 7pm. Craig also stated that we are

partnering up with Forest Hill on the Hispanic Heritage Celebration and this is September 27, Saturday 10am-1pm. At Civic Center in Forest Hill. Tuesday, October 7th is National Night Out and we have lots of fun things going on and this starts at 6pm. Also, the Halloween Festival is Thursday, October 30th and we re partnering with Timberview Farmstead again this year. This will be at Timberview.

C. Staff Report - Wichita Street Construction Project

This is 99.95 % done. It is almost complete. The cost was covered at 100% except for the striping.

8. CONSIDERATION AND POSSIBLE ACTION

- A. RESOLUTION NO. 2025-08-04 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2025 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

Motion made by Place 5 Sellers, Seconded by Place 6 Davila.

Voting Yea: Place 1 Sanders, Place 2 Renfro, Place 3 Allen, Place 5 Sellers, Place 6 Davila, Mayor Richardson

Motion Carried.

- B. RESOLUTION NO. 2025-09-02 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, APPROVING AND ADOPTING THE UPDATED COMPREHENSIVE FINANCIAL MANAGEMENT POLICY STATEMENTS FOR THE CITY OF EVERMAN; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Motion made by Place 6 Davila, Seconded by Place 1 Sanders.

Voting Yea: Place 1 Sanders, Place 2 Renfro, Place 3 Allen, Place 5 Sellers, Place 6 Davila, Mayor Richardson

Motion Carried.

- C. ORDINANCE NO. 842 AN ORDINANCE ADOPTING A BUDGET AND APPROPRIATING RESOURCES FOR THE BUDGET YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026 APPROVING BUDGET FIGURES FOR FISCAL YEAR 2026; PROVIDING FOR THE FILING OF THE BUDGET AS REQUIRED BY STATE LAW; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

Motion made by Place 6 Davila to approve Ordinance 842 with exhibit A being amended to the budget that will be posted immediately online after this meeting in the total amount of 13 million 9 hundred and 10 thousand 7 hundred and 33 dollars, Seconded by Place 1 Sanders. Voting Yea: Place 1 Sanders, Place 2 Renfro, Place 3 Allen, Place 6 Davila
Voting Nay: Place 5 Sellers, Mayor Richardson

Motion Carried.

D. ZONING CASE

A. The Council will conduct a PUBLIC HEARING on Case #4360 a request for zoning change from A2 Single Family Residential to C1 Neighborhood Commercial for the property located at 503 W. Enon Avenue.

To achieve a timely and orderly meeting, the Council asks that the following rules and procedures be respected. Each case will be called in the sequence as listed on the agenda unless otherwise directed by the Mayor. All ensuing dialogue shall be directed to the Council only. After the staff presentation, the applicant and support will be given an opportunity to speak for 3 minutes each to present their case. Opposition may then speak for 3 minutes each. At the conclusion of the opposition, the applicant will be granted 3 minutes for rebuttal. Continuation beyond the speakers allotted time will be at the sole discretion of the Mayor. Those who are unable to speak today are encouraged to submit written comments. Following the official close of each case hearing, the council will remain in open session to deliberate and vote on the item in question. During that time, no further testimony or commentary will be allowed unless directed by the Mayor.

B. CONSIDERATION AND ACTION OF ORDINANCE NO. 844 - AN ORDINANCE OF THE CITY OF EVERMAN, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, MAP AND PLAN OF THE CITY OF EVERMAN, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING FROM A-2 SINGLE FAMILY RESIDENTIAL (A-2) TO C-1 NEIGHBORHOOD COMMERCIAL (C-1) FOR AN APPROXIMATELY 0.31 ACRE PARCEL DESIGNATED AS VAUGHN, R A ADDITION, LOT 6 & 7, BLOCK 2 IN THE TOWN OF EVERMAN, TARRANT COUNTY, TEXAS ACCORDING TO THE PLAT RECORDED IN VOLUME 11848, PAGE 1831, DEED RECORDS OF TARRANT COUNTY, TEXAS AND BEING MORE COMMONLY KNOWN AS 507 W. ENON AVENUE IN THE CITY OF EVERMAN, TARRANT COUNTY, TEXAS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS 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.

Mayor opened Public Hearing at 7:00pm.

Andy Booth- Everman resident since 1963. He wants council to know he is not against the change to commercial. A concern is the type of business that goes in if it is commercial. He is not for another Liquor store or convenient store. There are good ones and he asked if it is commercial that it is beneficial to the City of Everman and its citizens.

Mayor closed the Public Hearing at 7:07pm.

Motion made by Place 6 Davila, Seconded by Place 1 Sanders.

Voting Yea: Place 1 Sanders, Place 2 Renfro, Place 3 Allen, Place 5 Sellers, Place 6 Davila, Mayor Richardson

Motion Carried.

9. EXECUTIVE SESSION

- A. Section 551.074 - Personnel Matters - Past performance, review and evaluation of the City Manager

Mayor Richardson opened Executive Session at 7:10pm.

Mayor adjourned the Executive Session at 9:11pm.

No action taken.

10. CITY MANAGERS REPORT

Homecoming Parade starts at 5:30pm tomorrow. We do have a Special Meeting next week on the proposed Tax Rate at 6pm.

11. MAYOR'S REPORT

Mayor Richardson had nothing to report.

12. ADJOURN

Mayor Richardson adjourned the meeting at 9:17pm.

I hereby certify that this agenda was posted on the City of Everman bulletin board at or before 5:00 p.m. on Thursday, September 4, 2025.

/s/ Mindi Parks
City Secretary

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EVERMAN CITY COUNCIL SPECIAL MEETING

Tuesday, September 16, 2025 at 6:00 PM

213 North Race Street Everman, TX 76140

MINUTES

1. MEETING CALLED TO ORDER

Mayor Richardson called meeting to order at 6:01pm.

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. CITIZEN'S COMMENTS

- A. PUBLIC HEARING - TO HEAR CITIZEN TESTIMONY ON THE 2025 PROPOSED TAX RATE. A TAX RATE OF \$1.026080 PER \$100 VALUATION HAS BEEN PROPOSED BY THE GOVERNING BODY OF THE CITY OF EVERMAN. THE NO-NEW REVENUE TAX RATE IS \$1.026385 PER \$100; AND VOTER APPROVAL TAX RATE IS \$1.042718 PER \$100.

Mayor opened up the Public hearing at 6:03pm to hear public comment on this matter. We had no citizens comments on this matter. At this time City Manager, Craig Spencer wanted to state this on the record: A Tax rate of 1.026080 per \$100 valuation has been proposed by the governing body of the City of Everman.

Proposed Tax Rate \$1.026080 per \$100

No-New Revenue Tax Rate \$1.026385 per \$100

Voter-Approval Tax Rate \$1.042718 per \$100

The no-new-revenue tax rate is the tax rate for the 2025 tax year that will raise the same amount of property tax revenue for Everman from the same properties in both the 2024 tax year and the 2025 tax year. The voter-approval tax rate is the highest tax rate that Everman may adopt without holding an election to seek voter approval of the rate. The proposed tax rate is not greater than the no-new revenue tax rate. This means that the City of Everman is not proposing to increase property taxes for the 2025 tax year.

Mayor closed the Public Hearing at 6:04pm.

5. DISCUSSION ITEMS

6. CONSIDERATION AND POSSIBLE ACTION

- A. RESOLUTION NO. 2025-09-01 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN TEXAS RATIFYING THE PROPERTY TAX INCREASE REFLECTED IN THE CITY'S ADOPTED FISCAL YEAR 2025-2026 BUDGET, WHICH IS A BUDGET THAT WILL REQUIRE RAISING MORE REVENUE FROM PROPERTY TAXES THAN IN THE PREVIOUS YEAR; AND PROVIDING AN EFFECTIVE DATE.

Motion made by Place 5 Sellers, Seconded by Place 4; Mayor Pro-Tem Mackey.
Voting Yea: Place 1 Sanders, Place 2 Renfro, Place 3 Allen, Place 4; Mayor Pro-Tem Mackey,
Place 5 Sellers, Mayor Richardson

Motion Carried

- B. ORDINANCE NO. 843 - AN ORDINANCE FIXING AND LEVYING MUNICIPAL AD VALOREM TAXES FOR THE CITY OF EVERMAN, TEXAS, UPON ALL TAXABLE PROPERTY FOR THE TAX YEAR OF 2025 DIRECTING THE ASSESSMENT AND COLLECTION THEREOF; PROVIDING A SEVERABILITY CLAUSE; AND At~ EFFECTIVE DATE CLAUSE.

Motion made by Place 5 Sellers, Seconded by Place 1 Sanders.
Voting Yea: Place 1 Sanders, Place 2 Renfro, Place 3 Allen, Place 4; Mayor Pro-Tem Mackey,
Place 5 Sellers, Mayor Richardson

Motion Carried.

- C. Actions Concerning Appointments to Various Boards, Commissions, or Committees

This will be on the next meeting.

7. EXECUTIVE SESSION

- A. Section 551.074 - Personnel Matters - Past performance, review and evaluation of the City Manager

Mayor convened into executive session at 6:08pm.

Mayor reconvened meeting at 6:20pm.

Motion made by Place 4; Mayor Pro-Tem Mackey to approve raising the City Manager salary 3.5%, the same as the employees coming up and direct the city attorney to amend the contract and authorize the Mayor to execute said contract, Seconded by Place 5 Sellers.
Voting Yea: Place 1 Sanders, Place 2 Renfro, Place 4; Mayor Pro-Tem Mackey, Place 5 Sellers, Place 6 Davila, Mayor Richardson
Voting Nay: Place 3 Allen

Motion Carried.

8. CONSIDERATION AND POSSIBLE ACTION FROM EXECUTIVE SESSION

9. CITY MANAGERS REPORT

Craig stated that the News Letter will now be every month and we will be changing it up. This will be story based and highlights. If council would like to highlight anything in the month they can get that to Mindi as well.

Rodrick Miles is going to expend dollars to do a rebuild on Roy C. Brooks road. All new road for Roy C. Brooks.

10. MAYOR'S REPORT

Mayor had nothing to report.

11. ADJOURN

Mayor adjourned the meeting at 6:26pm.

I hereby certify that this agenda was posted on the City of Everman bulletin board at or before 5:00 p.m. on Thursday September 11, 2025.

/s/ Mindi Parks
City Secretary

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Proclamation

HONORING OCTOBER 14th as NATIONAL DAY OF REMEMBRANCE FOR CHARLIE KIRK

WHEREAS, on September 10, 2025, American civic advocate and commentator **Charlie James “Charlie” Kirk** was tragically killed while speaking publicly, prompting a national outpouring of remembrance for his life and work; and

WHEREAS, the United States Congress has designated **October 14, 2025**—Mr. Kirk’s birthday—as a **National Day of Remembrance for Charlie Kirk**, recognizing his advocacy for civic engagement, free expression, and participation in public life; and

WHEREAS, the City of Everman values robust civic dialogue, volunteerism, and community involvement, and encourages residents—especially youth—to learn about government, debate ideas civilly, and serve their neighbors; and

WHEREAS, Everman stands with communities across the nation in condemning political violence in every form and in honoring those whose public engagement inspires others to participate peacefully and constructively;

NOW, THEREFORE, I, Ray Richardson, Mayor of the City of Everman, Texas, by virtue of the authority vested in me, do hereby proclaim October 14, 2025 as

CHARLIE KIRK DAY OF REMEMBRANCE

in Everman, and encourage residents, schools, community organizations, and faith and civic groups to mark the day with activities that promote civil discourse, voter education, and constructive community service.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Everman to be affixed this **14th day of October, 2025**.

October 14, 2025

Date of Enactment

Ray Richardson, Mayor



Proclamation

CANCER AWARENESS & SUPPORT MONTH OCTOBER 2025

WHEREAS, cancer affects individuals and families across every neighborhood, workplace, school, and faith community, and remains a leading cause of illness and loss nationwide; and

WHEREAS, early detection, timely screening, and access to high-quality treatment significantly improve outcomes, while supportive services—such as patient navigation, counseling, transportation, and caregiver resources—reduce barriers to care; and

WHEREAS, Everman is committed to promoting public health, equity, and dignity by encouraging residents to learn their family history, speak with healthcare providers about age- and risk-appropriate screenings, and utilize available local and regional resources; and

WHEREAS, community partners—including area hospitals, clinics, nonprofit organizations, schools, faith groups, and employers—play a vital role in education, prevention, screening events, and wrap-around services for patients and caregivers; and

WHEREAS, this City recognizes the courage of survivors, the resilience of those currently in treatment, the dedication of caregivers and clinicians, and the enduring legacy of those we have lost; and

WHEREAS, October is widely observed as a time to elevate cancer awareness efforts, unify prevention and support campaigns, and recognize Breast Cancer Awareness Month, symbolized by the pink ribbon and related community initiatives;

NOW, THEREFORE, be it proclaimed by the City Council of the City of Everman, Texas, that October 1–31, 2025 is hereby designated as Cancer Awareness & Support Month in Everman; and be it further

PROCLAIMED, that the City encourages: (1) Residents to pursue recommended screenings and preventive care; (2) Employers, schools, and community organizations to share education materials and host awareness activities; (3) Local partners to collaborate on equitable access to screenings and support services; and (4) City staff to display pink on all City facilities, where appropriate, during the month of October as a visible demonstration of support for cancer awareness and those impacted by the disease.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Everman to be affixed this **14th day of October, 2025**.

October 14, 2025
Date of Enactment

Ray Richardson, Mayor



FIRE PREVENTION MONTH

WHEREAS, the City of Everman recognizes that fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, the 2025 National Fire Protection Association (NFPA) theme, “*Fire Won’t Wait. Plan Your Escape!*”, emphasizes the importance of developing and practicing a home fire escape plan with all members of the household; and

WHEREAS, Everman’s Fire Department, in partnership with our schools, businesses, and community organizations, is dedicated to reducing the occurrence of home fires and preventing fire-related deaths and injuries through education, outreach, and proactive code enforcement; and

WHEREAS, fire prevention education and preparedness can significantly reduce the risk of injury and property loss, and residents are encouraged to test smoke alarms monthly, install alarms in every bedroom, and plan two ways out of every room; and

WHEREAS, the City of Everman recognizes the tireless service and bravery of our firefighters and emergency responders, who stand ready to protect life and property 24 hours a day, 7 days a week; and

WHEREAS, it is appropriate that every resident of Everman be aware of the importance of fire prevention and the vital role each of us plays in keeping our homes and community safe.

NOW THEREFORE, BE IT PROCLAIMED BY THE EVERMAN CITY COUNCIL that October 2025 is hereby deemed as Fire Prevention Month in the City of Everman. The City Council urges all citizens to develop fire escape plans and support the many public safety activities and efforts of the Everman Fire Department.

Mayor Ray Richardson

RESOLUTION NO. 2025-10-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THREE INTERLOCAL AGREEMENTS BY AND BETWEEN THE CITY OF EVERMAN AND, RESPECTIVEILY, (1) THE CITY OF FOREST HILL, (2) THE CITY OF KENNEDALE, AND (3) THE CITY OF EDGECLIFF VILLAGE, FOR ANIMAL CONTROL OFFICER SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Cities of Forest Hill, Kennedale, and Edgecliff Village currently do not have qualified animal control officers; and

WHEREAS, the City of Everman is able and willing to provide animal control officer services for the Cities of Forest Hill, Kennedale, and Edgecliff Village on the terms and conditions set forth in the Agreement for Animal Control Officer Services attached hereto, respectively as Exhibits “A,” “B,” and “C,” and

WHEREAS, the Interlocal Cooperation Act in Chapter 791 of the Texas Government Code authorizes this Agreement between the City of Everman and, respectively, the City of Forest Hill, the City of Kennedale, and the City of Edgecliff Village; and

WHEREAS, upon full review and consideration of the Agreements, and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the City Manager should be authorized to execute the Agreements on behalf of the City of Everman;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS;

SECTION 1. The Agreements for Animal Control Services between the City of Everman and, respectively, the City of Forest Hill, the City of Kennedale, and the City of Edgecliff Village, attached hereto and incorporated herein by this reference as Exhibits “A,” “B,” and “C,” respectively, are hereby approved and the City Manager is hereby authorized to execute the Agreements in substantially the form of said Exhibits “A,” “B,” and “C” on behalf of the City of Everman.

SECTION 2. Should any sentence, paragraph, subdivision, clause, phrase or section of this Resolution be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Resolution as a whole or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid.

SECTION 3. This resolution shall take effect immediately from and after its passage, as the law and charter in such cases provide.

DULY RESOLVED AND ADOPTED by the City Council of the City of Forest Hill, Texas, on the ____ day of October, 2025.

CITY OF EVERMAN, TEXAS

APPROVED:

Ray Richardson, Mayor

ATTEST:

Mindi Parks, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney

EXHIBIT "A"
INTERLOCAL AGREEMENT FOR ANIMAL CONTROL OFFICER SERVICES WITH
THE CITY OF FOREST HILL, TEXAS

EXHIBIT B
INTERLOCAL AGREEMENT FOR ANIMAL CONTROL OFFICER SERVICES WITH
THE CITY OF KENNEDALE, TEXAS

EXHIBIT C
INTERLOCAL AGREEMENT FOR ANIMAL CONTROL OFFICER SERVICES WITH
THE CITY OF EDGECLIFF VILLAGE, TEXAS

4914-5706-9168, v. 1

INTERLOCAL AGREEMENT FOR ANIMAL CONTROL OFFICER SERVICES

THIS INTERLOCAL AGREEMENT FOR ANIMAL CONTROL OFFICER SERVICES ("Agreement") is made and entered into by the City of Everman, Texas ("Everman") and the City of Forest Hill, Texas ("Forest Hill"), both Texas home rule municipalities. (Everman and Forest Hill may hereafter be referred to collectively as "the Parties" or individually as "the Party".)

RECITALS:

WHEREAS, Forest Hill is desirous of obtaining animal control officer services; and

WHEREAS, EVERMAN is desirous of furnishing these desired additional resources to Forest Hill, and

WHEREAS, the Parties hereto desire to enter into this Agreement to provide said resources at the highest level possible to Forest Hill in accordance with the terms and conditions set forth herein, and

WHEREAS, the Parties have concluded that this Agreement fairly compensates the performing Party for the services being provided hereunder, and is in the best interest of each Party.

NOW THEREFORE, in consideration of the mutual promises and consideration provided for herein, the receipt and sufficiency of which are hereby confirmed, the Parties agree to the following:

Section 1. Term: This Agreement shall be for a term commencing on October 1, 2025, and ending September 30, 2026, unless terminated earlier as provided herein (the "Initial Term"). The Agreement will automatically renewal annually on October 1 for unlimited additional one-year renewal terms (each a "Renewal Term") unless either Party provides written notice of nonrenewal to the other party no less than ninety (90) days in advance of the expiration of the then-current term (whether the initial term or a renewal term).

Section 2. Scope of Services: Everman hereby agrees to provide Forest Hill the following services & personnel:

- a. Daily Patrol Services:** Monday through Friday during the hours of 8:00 a.m. to- 5:00 p.m., Everman will provide daily Animal Control Officer (ACO) patrol service to Forest Hill. Everman shall have the ability to utilize the Forest Hill-designated Animal Control Vehicle and all related equipment as needed.
- b. On-Call Services:** Everman will provide on-call Animal Control Officer ("ACO") services to address non-routine matters such as aggressive animals and injured animals. All service calls shall be dispatched through Forest Hill's Police Department directly to Everman. The Everman ACO shall respond to any such call from Forest Hill within 45 minutes.

- c. **Monthly Reports:** Everman will deliver a written report to Forest Hill's Police Department no later than 12:00 p.m. on the 1st Monday of each month. The report shall summarize all activity within Forest Hill performed or observed by the Everman ACO during the previous on-call period.
- d. **Impoundment and Boarding:** The Everman ACO is authorized to capture and impound any animal in accordance with applicable state law and local ordinances which the Everman ACO believes to be in violation of any provision of the Forest Hill Code of Ordinances or state law. The boarding of all animals impounded for Forest Hill shall occur pursuant to Forest Hill's contract with the City of Everman relating to use of City of Everman Animal Services Facilities and shall be subject to the following:
 - (1) If, by identification tag, the owner of an impounded animal can be identified, the Everman ACO will make a reasonable attempt to return the animal to its home and notify the owner of any violations witnessed by the Everman ACO; and
 - (2) Any animal, whether licensed or unlicensed, which in the professional judgment of Everman and its employees, is in great pain and suffering due to injury from which the animal probably will not recover, which appears to have rabies, and/or which is at large and posing an imminent danger to human beings or to other animals, may be destroyed by the Everman ACO on scene in a humane manner.

Section 3. Forest Hill's Fees: Forest Hill agrees to pay the following fees for Everman's services provided under this Agreement:

- a. **Daily Patrol Service Charges:** For daily patrol services for the Initial Term, Forest Hill agrees to pay One Hundred and Sixty Thousand and No/100 Dollars (\$160,000.00) annually (the "Annual Rate"), with payment to be made weekly in the amount of \$3,076.92 per week from October 1, 2025 to September 30, 2026, to be prorated for any portions of weeks, and with the last weekly payment modified as necessary to ensure a total annual payment of \$160,000.00. For any Renewal Terms, the Annual Rate may increase by an amount up to eight (8%) percent of the then current Annual Rate if Everman provides notice of such rate increase by May 1 of the then-current term. Forest Hill may reject the annual rate increase and terminate this Agreement by providing written notice thereof to Everman no later than July 1 of the then-current term.

Section 4. Termination:

- a. **Termination at Will:** This Agreement may be terminated at any time by either Party by giving written notice to the other Party not less than ninety (90) days prior to the proposed date of termination. In the event of termination pursuant to this Section 4.a., Everman will be compensated for all services performed up to the termination date, together with any payments then due and as authorized by this Agreement.

- b. **Termination for Non-Payment:** If Forest Hill fails to make payment to Everman within thirty (30) days after the receipt of invoice for amounts due pursuant to the Agreement, Everman may suspend services to Forest Hill on a date identified in a written notice delivered to the Forest Hill City Manager and Chief of Police, which date shall not be earlier than the fifth (5th) day following delivery of said notice.
- c. **Termination for Everman Non-Performance:** Forest Hill's recourse for failure of Everman to furnish any services under this Agreement will be the right to make a mutually agreed upon, proportionate reduction in the fee to be paid or to terminate this Agreement by giving notice not later than five (5) days prior to the date of termination established by Forest Hill in the notice.

Section 8, ItemB.

Section 5. Notices and Payments: All written notices, payments, or refunds shall be sent to the following addresses:

If to Everman:

Everman City Manager
212 N. Race Street
Everman, Texas 76140

If to Forest Hill:

Forest Hill City Manager
3219 E. California Parkway
Forest Hill, Texas 76140

Section 6. Jurisdiction: Forest Hill grants full and complete authorization and jurisdiction to Everman for all services provided by Everman pursuant to this Agreement. Said jurisdiction shall apply to Forest Hill's incorporated limits.

Section 7. Governing Law: Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any legal dispute arising between the Parties pursuant to this Agreement shall be in a state court in Tarrant County, Texas. Without waiving any immunities or other legal defenses, the Parties agree to submit to the subject matter and personal jurisdiction of said court(s).

Section 8. Supervision/Certification: At all times during the term of this Agreement, the Everman ACO shall be under the supervision and control of a representative of Everman. Everman warrants, represents, and agrees that the Everman ACO shall be certified and/or licensed as required by applicable State law in the ACO's areas of expertise to carry out the ACO's duties.

Section 9. Independent Contractor. It is understood and agreed by and between the Parties that Everman, in performing the services and other obligations pursuant to this Agreement, is acting independently, and that Forest Hill assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Everman and its officers and employees pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of Forest Hill. In supervising the performance of its employees, Everman shall at all times have exclusive control of the manner and means by which the services provided pursuant to this Agreement are to be performed.

Section 10. Indemnification: To the extent allowed by law, Everman agrees to indemnify and hold harmless Forest Hill and its Officers, employees and agents from and against any and all claims for damages, personal injury and/or death that may be asserted against Forest Hill arising from the intentional or negligent acts of omissions of Everman, its officers, employees, and agents, save and except the extent such damages, injury, or death are the result of acts or omissions of Forest Hill, its officers, or employees. The foregoing notwithstanding, the Parties reserve the right to all available legal defenses and all protections and limitations of liability provided by the Texas Tort Claims Act and the Texas Constitution relative to the Parties. The provisions of this indemnification agreement are solely for the benefit of the Parties and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Section 11. Insurance:

A. Everman shall during the term of this Agreement maintain in full force and effect the following insurance:

(i) A commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Everman's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage;

(ii) An automobile liability insurance policy covering any vehicles owned and/or operated by Everman, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; and

(iii) Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all Everman's employees, if any, involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00.

B. All insurance and certificate(s) of insurance shall contain the following provisions:

(i) Name Forest Hill, its officers, and employees as additional insureds as to all applicable coverage (not including the Workers Compensation Insurance);

(ii) Provide for at least thirty (30) days prior written notice to Forest Hill for cancellation or non-renewal of the insurance or reduction in coverage limits; and

(iii) Provide for a waiver of subrogation against Forest Hill for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance (not including the Professional Liability Insurance).

C. 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.

D. A certificate of insurance evidencing the required insurance and all endorsements shall be delivered to Forest Hill prior to commencement of services.

Section 12. Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties regarding this subject matter and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

Section 13. Assignment. Neither Party may assign this Agreement in whole or in part without the prior written consent of the other Party. In the event of an assignment by one Party to which the other Party has consented, the assignee shall agree in writing to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

Section 14. Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and assigns.

Section 15. Amendments. This Agreement may be amended only by the mutual written agreement of the Parties.

Section 16. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Section 17. Counterparts. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties.

Section 18. Force Majeure. The performance of a Party shall be subject to any event of Force Majeure, but only for so long as the event reasonably prevents the Party's performance, and then only if the Party not performing as a result of the event of Force Majeure provides written notice to the other Party not later than two (2) business days after the onset of the event. For purposes of this Agreement, "Force Majeure" shall mean any contingency or cause beyond the reasonable control of a Party, as applicable, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of such Party), fires, explosions, floods, strikes, slowdowns or work stoppages, shortage of materials and labor.

Section 19. Attorney Fees. The Parties expressly covenant and agree that in the event of any litigation arising between the Parties to this Agreement, that each Party shall be solely responsible for payment of its attorneys and that in no event shall either Party be responsible for the other Party's attorney's fees regardless of the outcome of the litigation.

Section 20. Effective Date. This Agreement shall be effective on the date it is signed by authorized representatives by the Parties.

(Signatures on Following Page)

Executed this the ____ day of October, 2025

City of Everman, Texas

Craig Spencer, City Manager

Attest:

Mindi Parks, City Secretary

Executed this the ____ day of October, 2025.

City of Forest Hill, Texas

Venus Wehle, City Manager

Attest:

Amy Anderson, TMRC, CMC,
City Secretary

INTERLOCAL AGREEMENT FOR ANIMAL CONTROL OFFICER SERVICES

THIS INTERLOCAL AGREEMENT FOR ANIMAL CONTROL OFFICER SERVICES ("Agreement") is made and entered into by the City of Everman, Texas ("Everman") and the City of Kennedale, Texas ("Kennedale"), both Texas home rule municipalities. (Everman and Kennedale may hereafter be referred to collectively as "the Parties" or individually as "the Party".)

RECITALS:

WHEREAS, Kennedale is desirous of obtaining animal control officer services; and

WHEREAS, EVERMAN is desirous of furnishing these desired additional resources to Kennedale, and

WHEREAS, the Parties hereto desire to enter into this Agreement to provide said resources at the highest level possible to Kennedale in accordance with the terms and conditions set forth herein, and

WHEREAS, the Parties have concluded that this Agreement fairly compensates the performing Party for the services being provided hereunder, and is in the best interest of each Party.

NOW THEREFORE, in consideration of the mutual promises and consideration provided for herein, the receipt and sufficiency of which are hereby confirmed, the Parties agree to the following:

Section 1. Term: This Agreement shall be for a term commencing on October 1, 2025, and ending September 30, 2026, unless terminated earlier as provided herein (the "Initial Term"). The Agreement will automatically renewal annually on October 1 for unlimited additional one-year renewal terms (each a "Renewal Term") unless either Party provides written notice of nonrenewal to the other party no less than ninety (90) days in advance of the expiration of the then-current term (whether the initial term or a renewal term).

Section 2. Scope of Services: Everman hereby agrees to provide Kennedale the following services & personnel:

- a. **Daily Patrol Services:** Monday through Friday during the hours of 8:00 a.m. to- 5:00 p.m., Everman will provide daily Animal Control Officer (ACO) patrol service to Kennedale. Everman shall have the ability to utilize the Kennedale-designated Animal Control Vehicle and all related equipment as needed.
- b. **On-Call Services:** Everman will provide on-call Animal Control Officer ("ACO") services to address non-routine matters such as aggressive animals and injured animals. All service calls shall be dispatched through Kennedale's Police Department directly to Everman. The Everman ACO shall respond to any such call from Kennedale within 45 minutes.

- c. **Monthly Reports:** Everman will deliver a written report to Kennedale's Police Department no later than 12:00 p.m. on the 1st Monday of each month. The report shall summarize all activity within Kennedale performed or observed by the Everman ACO during the previous on-call period.
- d. **Impoundment and Boarding:** The Everman ACO is authorized to capture and impound any animal in accordance with applicable state law and local ordinances which the Everman ACO believes to be in violation of any provision of the Kennedale Code of Ordinances or state law. The boarding of all animals impounded for Kennedale shall occur pursuant to Kennedale's contract with the City of Everman relating to use of City of Everman Animal Services Facilities and shall be subject to the following:
 - (1) If, by identification tag, the owner of an impounded animal can be identified, the Everman ACO will make a reasonable attempt to return the animal to its home and notify the owner of any violations witnessed by the Everman ACO; and
 - (2) Any animal, whether licensed or unlicensed, which in the professional judgment of Everman and its employees, is in great pain and suffering due to injury from which the animal probably will not recover, which appears to have rabies, and/or which is at large and posing an imminent danger to human beings or to other animals, may be destroyed by the Everman ACO on scene in a humane manner.

Section 3. Kennedale's Fees: Kennedale agrees to pay the following fees for Everman's services provided under this Agreement:

- a. **Daily Patrol Service Charges:** For daily patrol services for the Initial Term, Kennedale agrees to pay One Hundred, Thirteen Thousand, Seven Hundred, Forty-Nine and 78/100 Dollars (\$113,749.78) annually (the "Annual Rate"), with payment to be made weekly in the amount of \$2,187.50 per week from October 1, 2025 to September 30, 2026, to be prorated for any portions of weeks, and with the last weekly payment modified as necessary to ensure a total annual payment of \$113,749.78. For any Renewal Terms, the Annual Rate may increase by an amount up to eight (8%) percent of the then current Annual Rate if Everman provides notice of such rate increase by May 1 of the then-current term. Kennedale may reject the annual rate increase and terminate this Agreement by providing written notice thereof to Everman no later than July 1 of the then-current term.

Section 4. Termination:

- a. **Termination at Will:** This Agreement may be terminated at any time by either Party by giving written notice to the other Party not less than ninety (90) days prior to the proposed date of termination. In the event of termination pursuant to this Section 4.a., Everman will be compensated for all services performed up to the termination date, together with any payments then due and as authorized by this Agreement.

- b. **Termination for Non-Payment:** If Kennedale fails to make payment to Everman within thirty (30) days after the receipt of invoice for amounts due pursuant to the Agreement, Everman may suspend services to Kennedale on a date identified in a written notice delivered to the Kennedale City Manager and Chief of Police, which date shall not be earlier than the fifth (5th) day following delivery of said notice.
- c. **Termination for Everman Non-Performance:** Kennedale's recourse for failure of Everman to furnish any services under this Agreement will be the right to make a mutually agreed upon, proportionate reduction in the fee to be paid or to terminate this Agreement by giving notice not later than five (5) days prior to the date of termination established by Kennedale in the notice.

Section 8, Item B.

Section 5. Notices and Payments: All written notices, payments, or refunds shall be sent to the following addresses:

If to Everman:

Everman City Manager
212 N. Race Street
Everman, Texas 76140

If to Kennedale:

Kennedale City Manager
405 Municipal Drive
Kennedale, Texas 76060

Section 6. Jurisdiction: Kennedale grants full and complete authorization and jurisdiction to Everman for all services provided by Everman pursuant to this Agreement. Said jurisdiction shall apply to Kennedale's incorporated limits.

Section 7. Governing Law; Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any legal dispute arising between the Parties pursuant to this Agreement shall be in a state court in Tarrant County, Texas. Without waiving any immunities or other legal defenses, the Parties agree to submit to the subject matter and personal jurisdiction of said court(s).

Section 8. Supervision/Certification: At all times during the term of this Agreement, the Everman ACO shall be under the supervision and control of a representative of Everman. Everman warrants, represents, and agrees that the Everman ACO shall be certified and/or licensed as required by applicable State law in the ACO's areas of expertise to carry out the ACO's duties.

Section 9. Independent Contractor. It is understood and agreed by and between the Parties that Everman, in performing the services and other obligations pursuant to this Agreement, is acting independently, and that Kennedale assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Everman and its officers and employees pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of Kennedale. In supervising the performance of its employees, Everman shall at all times have exclusive control of the manner and means by which the services provided pursuant to this Agreement are to be performed.

Section 10. Indemnification: To the extent allowed by law, Everman agrees to indemnify and hold harmless Kennedale and its Officers, employees and agents from and against any and all claims for damages, personal injury and/or death that may be asserted against Kennedale arising from the intentional or negligent acts of omissions of Everman, its officers, employees, and agents, save and except the extent such damages, injury, or death are the result of acts or omissions of Kennedale, its officers, or employees. The foregoing notwithstanding, the Parties reserve the right to all available legal defenses and all protections and limitations of liability provided by the Texas Tort Claims Act and the Texas Constitution relative to the Parties. The provisions of this indemnification agreement are solely for the benefit of the Parties and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Section 11. Insurance:

A. Everman shall during the term of this Agreement maintain in full force and effect the following insurance:

(i) A commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Everman's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage;

(ii) An automobile liability insurance policy covering any vehicles owned and/or operated by Everman, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; and

(iii) Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all Everman's employees, if any, involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00.

B. All insurance and certificate(s) of insurance shall contain the following provisions:

(i) Name Kennedale, its officers, and employees as additional insureds as to all applicable coverage (not including the Workers Compensation Insurance);

(ii) Provide for at least thirty (30) days prior written notice to Kennedale for cancellation or non-renewal of the insurance or reduction in coverage limits; and

(iii) Provide for a waiver of subrogation against Kennedale for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance (not including the Professional Liability Insurance).

C. 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.

D. A certificate of insurance evidencing the required insurance and all endorsements shall be delivered to Kennedale prior to commencement of services.

Section 12. Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties regarding this subject matter and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

Section 13. Assignment. Neither Party may assign this Agreement in whole or in part without the prior written consent of the other Party. In the event of an assignment by one Party to which the other Party has consented, the assignee shall agree in writing to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

Section 14. Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and assigns.

Section 15. Amendments. This Agreement may be amended only by the mutual written agreement of the Parties.

Section 16. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Section 17. Counterparts. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties.

Section 18. Force Majeure. The performance of a Party shall be subject to any event of Force Majeure, but only for so long as the event reasonably prevents the Party's performance, and then only if the Party not performing as a result of the event of Force Majeure provides written notice to the other Party not later than two (2) business days after the onset of the event. For purposes of this Agreement, "Force Majeure" shall mean any contingency or cause beyond the reasonable control of a Party, as applicable, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of such Party), fires, explosions, floods, strikes, slowdowns or work stoppages, shortage of materials and labor.

Section 19. Attorney Fees. The Parties expressly covenant and agree that in the event of any litigation arising between the Parties to this Agreement, that each Party shall be solely responsible for payment of its attorneys and that in no event shall either Party be responsible for the other Party's attorney's fees regardless of the outcome of the litigation.

Section 20. Effective Date. This Agreement shall be effective on the date it is signed by authorized representatives by the Parties.

(Signatures on Following Page)

Executed this the ____ day of October, 2025

City of Everman, Texas

Craig Spencer, City Manager

Attest:

Mindi Parks, City Secretary

Executed this the ____ day of October, 2025.

City of Kennedale, Texas

Darrell Hull City Manager

Attest:

Barbara Dahl, City Secretary

INTERLOCAL AGREEMENT FOR ANIMAL CONTROL OFFICER SERVICES

THIS INTERLOCAL AGREEMENT FOR ANIMAL CONTROL OFFICER SERVICES ("Agreement") is made and entered into by the City of Everman, Texas ("Everman"), a Texas home rule municipality, and the Town of Edgecliff Village, Texas, a Texas general law municipality ("Edgecliff Village"). (Everman and Edgecliff Village may hereafter be referred to collectively as "the Parties" or individually as "a Party".)

RECITALS:

WHEREAS, Edgecliff Village is desirous of obtaining animal control officer services; and

WHEREAS, Everman is desirous of furnishing these desired additional resources to Edgecliff Village, and

WHEREAS, the Parties hereto desire to enter into this Agreement to provide said resources at the highest level possible to Edgecliff Village in accordance with the terms and conditions set forth herein, and

WHEREAS, the Parties have concluded that this Agreement fairly compensates the performing Party for the services being provided hereunder, and is in the best interest of each Party.

NOW THEREFORE, in consideration of the mutual promises and consideration provided for herein, the receipt and sufficiency of which are hereby confirmed, the Parties agree to the following:

Section 1. Term: This Agreement shall be for a term commencing on October 1, 2025, and ending September 30, 2026, unless terminated earlier as provided herein (the "Initial Term"). The Agreement will automatically renew annually on October 1 for unlimited additional one-year renewal terms (each a "Renewal Term") unless either Party provides written notice of nonrenewal to the other party no less than ninety (90) days in advance of the expiration of the then-current term (whether the initial term or a renewal term).

Section 2. Scope of Services: Everman hereby agrees to provide Edgecliff Village the following services & personnel:

- a. **Daily Patrol Services:** Monday through Friday during the hours of 8:00 a.m. to 5:00 p.m., Everman will provide daily Animal Control Officer (ACO) patrol service to Edgecliff Village.
- b. **On-Call Services:** Everman will provide on-call Animal Control Officer ("ACO") services to address non-routine matters such as aggressive animals and injured animals. All service calls shall be dispatched through Edgecliff Village's City Hall directly to Everman. The Everman ACO shall respond to any such call from Edgecliff Village within 45 minutes.

- c. **Monthly Reports:** Everman will deliver a written report to Edgecliff Village's Town Secretary no later than 12:00 p.m. on the first (1st) Monday of each month. The report shall summarize all activity within Edgecliff Village performed or observed by the Everman ACO during the previous on-call period.
- d. **Impoundment and Boarding:** The Everman ACO is authorized to capture and impound any animal in accordance with applicable state law and local ordinances, which the Everman ACO believes to be in violation of any provision of the Code of Ordinances of the Town of Edgecliff Village or state or federal law. The boarding of all animals impounded for Edgecliff Village shall occur pursuant to Edgecliff Village's contract with the City of Everman relating to the use of City of Everman Animal Services Facilities and shall be subject to the following:
 - (1) If, by identification tag, the owner of an impounded animal can be identified, the Everman ACO will make a reasonable attempt to return the animal to its home and notify the owner of any violations witnessed by the Everman ACO; and
 - (2) Any animal, whether licensed or unlicensed, which in the professional judgment of Everman and its employees, is in great pain and suffering due to injury from which the animal probably will not recover, which appears to have rabies, and/or which is at large and posing an imminent danger to human beings or to other animals, may be destroyed by the Everman ACO on scene in a humane manner.

Section 3. Edgecliff Village's Fees: Edgecliff Village agrees to pay the following fees for Everman's services provided under this Agreement:

- a. **Daily Patrol Service Charges:** For daily patrol services for the Initial Term, Edgecliff Village agrees to pay Forty-two Thousand, Three Hundred, Forty-four and 97/100 Dollars (\$42,344.97) annually (the "Annual Rate"), with payment to be made weekly in the amount of \$814.33 per week from October 1, 2025 to September 30, 2026, to be prorated for any portions of weeks, and with the last weekly payment modified as necessary to ensure a total annual payment of \$42,344.97. For any Renewal Terms, the Annual Rate may increase by an amount up to eight percent (8%) of the then-current Annual Rate if Everman provides notice of such rate increase by May 1 of the then-current term. Edgecliff Village may reject the annual rate increase and terminate this Agreement by providing written notice thereof to Everman no later than July 1 of the then-current term. All payments for the performance of governmental functions or services must be made from current revenues available to the paying party.

Section 4. Termination:

- a. **Termination at Will:** This Agreement may be terminated at any time by either Party by giving written notice to the other Party not less than ninety (90) days prior to the proposed date of termination. In the event of termination pursuant to this

Section 4.a., Everman will be compensated for all services performed up to the termination date, together with any payments then due and as authorized by this Agreement.

- b. **Termination for Non-Payment:** If Edgecliff Village fails to make payment to Everman within thirty (30) days after the receipt of invoice for amounts due pursuant to this Agreement, Everman may suspend services to Edgecliff Village on a date identified in a written notice delivered to the Edgecliff Village Town Secretary and Chief of Police, which date shall not be earlier than the fifth (5th) day following delivery of said notice.
- c. **Termination for Everman Non-Performance:** Edgecliff Village's recourse for failure of Everman to furnish any services under this Agreement will be the right to make a mutually agreed upon, proportionate reduction in the fee to be paid or to terminate this Agreement by giving notice not later than five (5) days prior to the date of termination established by Edgecliff Village in the notice. This does not limit Edgecliff Village's option to invoke any other forms of termination available in the Agreement.

Section 5. Notices and Payments: All written notices, payments, or refunds shall be sent to the following addresses:

If to Everman:

Everman City Manager
212 N. Race Street Everman, Texas 76140
:

If to Edgecliff Village:

Edgecliff Village Town Secretary
1605 Edgecliff Road
Edgecliff Village, Texas 76134

Section 6. Jurisdiction: Edgecliff Village grants full and complete authorization and jurisdiction to Everman for all services provided by Everman pursuant to this Agreement. Said jurisdiction shall apply to Edgecliff Village's incorporated limits.

Section 7. Governing Law: Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any legal dispute arising between the Parties pursuant to this Agreement shall be in a state court in Tarrant County, Texas. Without waiving any immunities or other legal defenses, the Parties agree to submit to the subject matter and personal jurisdiction of said court(s).

Section 8. Supervision/Certification: At all times during the term of this Agreement, the Everman ACO shall be under the supervision and control of a representative of Everman. Everman warrants, represents, and agrees that the Everman ACO shall be certified and/or

licensed as required by applicable state law in the ACO's areas of expertise to carry out the ACO's duties.

Section 9. Independent Contractor. It is understood and agreed by and between the Parties that Everman, in performing the services and other obligations pursuant to this Agreement, is acting independently, and that Edgecliff Village assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Everman and its officers and employees pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of Edgecliff Village. In supervising the performance of its employees, Everman shall at all times have exclusive control of the manner and means by which the services provided pursuant to this Agreement are to be performed.

Section 10. Indemnification: To the extent allowed by law, Everman agrees to indemnify and hold harmless Edgecliff Village and its Officers, employees and agents from and against any and all claims for damages, personal injury and/or death that may be asserted against Edgecliff Village arising from the intentional or negligent acts of omissions of Everman, its officers, employees, and agents, save and except the extent such damages, injury, or death are the result of acts or omissions of Edgecliff Village, its officers, or employees. The foregoing notwithstanding, the Parties reserve the right to all available legal defenses and all protections and limitations of liability provided by the Texas Tort Claims Act and the Texas Constitution relative to the Parties. The provisions of this indemnification agreement are solely for the benefit of the Parties and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Section 11. Insurance:

a. Everman shall, during the term of this Agreement, maintain in full force and effect the following insurance:

(i) A commercial general liability policy of insurance for bodily injury, death, and property damage insuring against all claims, demands, or actions relating to the Everman's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage;

(ii) An automobile liability insurance policy covering any vehicles owned and/or operated by Everman, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; and

(iii) Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all Everman's employees, if any, involved in the provision of services under this Agreement, with a policy limit of not less than \$500,000.00.

b. All insurance and certificate(s) of insurance shall contain the following provisions:

(i) Name Edgecliff Village, its officers, and employees as additional

insureds as to all applicable coverage (not including the Workers Compensation Insurance);

(ii) Provide for at least thirty (30) days prior written notice to Edgecliff Village for cancellation or non-renewal of the insurance or reduction in coverage limits; and

(iii) Provide for a waiver of subrogation against Edgecliff Village for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance (not including the Professional Liability Insurance).

c. 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.

d. A certificate of insurance evidencing the required insurance and all endorsements shall be delivered to Edgecliff Village prior to commencement of services.

Section 12. Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties regarding this subject matter and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

Section 13. Assignment. Neither Party may assign this Agreement in whole or in part without the prior written consent of the other Party. In the event of an assignment by one Party to which the other Party has consented, the assignee shall agree in writing to personally assume, perform, and be bound by all the covenants and obligations contained in this Agreement.

Section 14. Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and assigns.

Section 15. Amendments. This Agreement may be amended only by the mutual written agreement of the Parties.

Section 16. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Section 17. Counterparts. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties.

Section 18. Force Majeure. The performance of a Party shall be subject to any event of Force Majeure, but only for so long as the event reasonably prevents the Party's performance, and then only if the Party not performing as a result of the event of Force Majeure provides written notice to the other Party not later than two (2) business days after the onset of the event. For purposes of this Agreement, "Force Majeure" shall mean any contingency or cause beyond the reasonable control of a Party, as applicable, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of such Party), fires, explosions, floods, strikes, slowdowns or work stoppages, shortage of materials and labor.

Section 19. Attorney Fees. The Parties expressly covenant and agree that in the event of any litigation arising between the Parties to this Agreement, that each Party shall be solely responsible for payment of its attorneys and that in no event shall either Party be responsible for the other Party's attorney's fees regardless of the outcome of the litigation.

Section 20. Effective Date. This Agreement shall be effective on the date it is signed by authorized representatives of the Parties.

(Signatures on Following Page)

Executed this the ____ day of October, 2025.

City of Everman, Texas

Craig Spencer, City Manager

Attest:

Mindi Parks, City Secretary

Executed this the ____ day of October, 2025.

Town of Edgecliff Village, Texas

Sammye Bartley, Mayor

Attest:

Veronica Gamboa, Town Secretary

**CITY OF EVERMAN, TEXAS
RESOLUTION NO. 2025-10-02**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, APPROVING AND AUTHORIZING EXECUTION OF THREE INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF EVERMAN AND, RESPECTIVELY, (1) THE CITY OF FOREST HILL, (2) THE CITY OF KENNEDALE, AND (3) THE CITY OF EDGECLIFF VILLAGE, EACH ESTABLISHING EVERMAN CODE ENFORCEMENT JURISDICTION FOR ANIMAL CONTROL AND WELFARE LAWS WITHIN THE RESPECTIVE CITIES; AND PROVIDING AN EFFECTIVE

WHEREAS, Chapter 791 of the Texas Government Code ("Interlocal Cooperation Act"), authorizes local government entities to enter into interlocal contracts for governmental purposes; and

WHEREAS, Everman is currently or will be providing animal control services for the Cities of Forest Hill, Kennedale and Edgecliff Village pursuant to Interlocal Agreements between the cities; and

WHEREAS, as a corollary to that Interlocal Agreement, the Cities of Forest Hill, Kennedale and Edgecliff Village have requested that Everman accept jurisdiction to enforce State of Texas and, respectively, City of Forest Hill, City of Kennedale, and City of Edgecliff Village animal control and animal welfare laws within the respective jurisdictional limits of those cities; and

WHEREAS, City Administration recommends approval of the cities' requests; and

WHEREAS, the City Council of the City of Everman finds it to be in the public interest to enter the said interlocal agreements with Forest Hill, Kennedale and Edgecliff Village;

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

SECTION 1. The City Council hereby approves, and the City Manager is hereby authorized to sign on behalf of the City, the Interlocal Cooperation Agreements Establishing Everman Code Enforcement Jurisdiction for Animal Control and Welfare laws within the (1) the City of Forest Hill, (2) the City of Kennedale, and (3) the City of Edgecliff Village, each in substantially the form of that attached hereto and incorporated herein by this reference, respectively, as Exhibit "A," "B," and "C."

SECTION 2. The City Manager is further authorized to take any and all steps necessary to ensure that Everman personnel are vested with appropriate authority to perform the duties set forth in the Interlocal Agreements attached hereto as Exhibit "A," "B," and "C."

SECTION 3. This resolution shall become effective immediately upon its approval.

PASSED AND APPROVED this the _____ day of October, 2025.

City of Everman, Texas

Ray Richardson, Mayor

Attest:

Mindi Parks, City Secretary

Approved as to Form:

Victoria Thomas, City Attorney
4930-7777-5472, v. 1

EXHIBIT A
Interlocal Cooperation Agreement Establishing Everman Code Enforcement
Jurisdiction for Animal Control and Welfare Laws in the City of Forest Hill

EXHIBIT B
Interlocal Cooperation Agreement Establishing Everman Code Enforcement
Jurisdiction for Animal Control and Welfare Laws in the City of Kennedale

EXHIBIT C
Interlocal Cooperation Agreement Establishing Everman Code Enforcement
Jurisdiction for Animal Control and Welfare Laws in the City of Edgecliff Village

4930-7777-5472, v. 1

STATE OF TEXAS § INTERLOCAL COOPERATION AGREEMENT
COUNTY OF TARRANT § ESTABLISHING EVERMAN CODE ENFORCEMENT
JURISDICTION FOR ANIMAL CONTROL AND
WELFARE LAWS IN THE CITY OF EDGECLIFF
VILLAGE

This Interlocal Cooperation Agreement Establishing Everman’s Code Enforcement Jurisdiction for Animal Control and Welfare Laws in the City of Edgecliff Village (“Agreement”) is made and entered into by the City of Everman, Texas (“Everman”), a home rule municipality of the State of Texas, and the City of Edgecliff Village, Texas (“Edgecliff Village”), a general law municipality of the State of Texas, acting by and through their respective duly appointed and authorized representatives. Everman and Edgecliff Village may each be referred to herein as “Party” and collectively as “Parties.

WHEREAS, Section 791 of the Texas Government Code provides that governmental entities of the State may contract with each other to provide governmental functions and services to protect public health; and

WHEREAS, Everman has territorial jurisdiction over territory that is contiguous to the jurisdictional limits of Edgecliff Village, and Edgecliff Village has territorial jurisdiction over territory that is contiguous to the jurisdictional limits of Everman; and

WHEREAS, Everman and Edgecliff Village have entered into an Interlocal Agreement for Animal Control Officer Services, whereby Everman Code Enforcement and Animal Control officers will provide animal control and welfare services within the jurisdictional limits of Edgecliff Village; and

WHEREAS, as a corollary thereto, Everman and Edgecliff Village desire to provide Everman's Code Enforcement and Animal Control personnel with jurisdiction for enforcement of all animal control and welfare laws within the jurisdictional limits of the City of Edgecliff Village;

NOW, THEREFORE, in consideration of the mutual promises and consideration provided for herein, the receipt and sufficiency of which are hereby confirmed, Edgecliff Village and Everman hereby agree to the following:

1. TERRITORY

The Territory that constitutes the subject of this Agreement with regard to the City of Everman's jurisdiction within the corporate boundaries of the City of Edgecliff Village is described in Exhibit "A," which is attached hereto and made a part hereof for all purposes ("Territory A").

2. SERVICES

- 2.1 Of and from the Effective Date of this Agreement, City of Everman Code Enforcement officers and Everman Animal Control officers shall have and assume jurisdiction within Territory A for the purposes of investigating and enforcing state and local animal control and animal welfare laws including, but not necessarily limited to appropriate City of Edgecliff Village and/or State animal-related rules and laws relating to rabies control, animal registration, dangerous animals, impoundment, stray animals, animal bites, quarantine, animal cruelty, forfeiture or seizure, and the euthanasia of animals as necessary.
- 2.2 Edgecliff Village and Everman agree that adoption or approval of this Agreement, by appropriate resolution, by the City Council of the City of Edgecliff Village will give Everman Code Enforcement Officers and Everman Animal Control Officers the authority to issue citations for violations of any State of Texas and/or City of Edgecliff Village municipal animal laws and regulations.
- 2.3 The City of Edgecliff Village will be responsible for making arrangements with the City of Everman to provide a copy of any City of Edgecliff Village municipal animal laws and regulations City of Edgecliff Village municipal citation books.
- 2.4 The City of Everman agrees that any citations issued for the violation of a Texas state or City of Edgecliff Village municipal animal law or regulation within Territory A will be filed with the City of Edgecliff Village Municipal Court. It is agreed that the appropriate personnel from the City of Everman will be administratively directed to be present at such times as court sessions are set and cases involving said citations are on the court's docket, without the necessity for the issuance of a subpoena. The City of Edgecliff Village Municipal Court will provide reasonable notice of any case settings to the City of Everman Code Enforcement and Animal Control Departments.

3. TERM

This Agreement shall take effect on October 1, 2025 and the initial term shall terminate on September 30, 2026. The Agreement will automatically renew each year, for successive one (1) year renewal terms, with the first such automatic renewal to occur on October 1, 2026, unless sooner terminated.

4. TERMINATION

Either Party may terminate this Agreement upon ninety (90) days' written notice to the other, provided, however, that termination shall not apply to any case pending on the effective date of termination.

5. **INDEPENDENT CONTRACTOR**

The Parties agree that this Agreement is not a joint enterprise, and neither is a contractor, independent or otherwise, partner, or agent of the other.

6. **FUNDING**

Either Party paying for the performance of governmental functions or services under this Agreement will make those payments from current revenues available to the paying Party. This Agreement does not require an expenditure of City of Everman; however, the Parties agree that the Party paying for the performance of governmental functions or services under this Agreement has been fairly compensated.

7. **RIGHT TO AUDIT**

Each Party agrees that the other Party shall, until the expiration of three years after final payment under or the expiration of this Agreement (whichever is later), or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of the other Party involving transactions relating to this Agreement at no additional cost to the inspecting Party. The Parties further agree that each Party shall have reasonable access during normal working hours to all necessary facilities of the other Party and that each Party shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The Party desiring to conduct an audit shall give the other Party reasonable advance notice of intended audits. Edgecliff Village and Everman acknowledge and agree that such access under this section is subject to the limitations and requirements of the Texas Public Information Act.

8. **NOTICES**

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other Party, c/o the designated person listed below; or (2) received by the other Party by United States Mail, registered, return receipt requested, addressed as follows:

City of Edgecliff Village
ATTN: City Administrator

City of Everman
ATTN: City Manager

1605 Edgecliff Road
Edgecliff Village, Texas 76134

212 N Race Street
Everman, Texas 76140

9. LIABILITY

Each Party shall be liable for any and all costs, claims, liens, damages, causes of action, liability, and suits of any kind and nature arising out of, resulting from, or related to the acts or omissions of such Party's agents, officers, directors, representatives, employees, consultants, or subcontractors. In the event the Parties are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of the State of Texas, subject to section 10 of this Agreement.

10. GOVERNMENTAL POWERS/IMMUNITIES

It is understood and agreed that by execution of this Agreement, neither the City of Edgecliff Village nor the City of Everman nor the officers or employees thereof waives or surrenders any of their governmental powers or immunities.

11. NOTICE OF CLAIM

Each Party shall promptly advise the other Party in writing of any claim or demand against either Party known to the advising Party and related to or arising out of action or omissions under this Agreement.

12. NO WAIVER

The failure of Edgecliff Village or Everman to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of Edgecliff Village's or Everman's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

13. GOVERNING LAW/VENUE

This Agreement shall be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought pursuant to this Agreement, venue for such action shall lie in state district courts located in Tarrant County, Texas .

14. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

15. FORCE MAJEURE

Edgecliff Village and Everman shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

16. ASSIGNMENT

This Agreement is not assignable by either Party.

17. HEADINGS NOT CONTROLLING

Headings and titles used in this Agreement are for reference purposes only, shall not be deemed a part of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement.

18. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable under federal, state, or local law, it is the intention of the Parties that any unenforceability shall not affect any other provision of this Agreement and that the remainder of this Agreement shall be construed as if such invalid or unenforceable provision was never included.

19. APPROVAL OF AGREEMENT

The governing bodies of Edgecliff Village and Everman have approved the execution of this Agreement, and the persons signing the Agreement have been duly authorized by the governing bodies of Edgecliff Village and Everman to sign this Agreement on behalf of the governing bodies.

20. AMENDMENTS

No amendment of this Agreement shall be binding upon a Party hereto unless such amendment is set forth in a written instrument, which is executed by an authorized representative of each Party.

21. ENTIRETY OF AGREEMENT

This Agreement, including Exhibit A, contains the entire understanding and agreement between Edgecliff Village and Everman, their assigns, and successors in interest as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent it conflicts with any provision of this Agreement.

22. COUNTERPARTS

This Agreement may be executed in one or more counterparts, and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

(Signature Pages to Follow)

City of Everman Signature Page

SIGNED AND AGREED this ____ day of _____, 2025.

CITY OF EVERMAN

By:

Craig Spencer, City Manager

ATTEST:

Mindi Parks, City Secretary

City of Edgecliff Village Signature Page

SIGNED AND AGREED this ____ day of _____, 2025.

CITY OF EDGECLIFF VILLAGE

By: _____
Sammye Bartley, Mayor

ATTEST:

Veronica Gamboa, City Administrator and
City Secretary

EXHIBIT A
(Territory A – Boundaries of Everman’s Animal Law Enforcement Jurisdiction within Edgecliff Village)

4907-3781-1312, v. 1

STATE OF TEXAS § INTERLOCAL COOPERATION AGREEMENT
 § ESTABLISHING EVERMAN CODE ENFORCEMENT
COUNTY OF TARRANT § JURISDICTION FOR ANIMAL CONTROL AND
 WELFARE LAWS IN THE CITY OF FOREST HILL

This **Interlocal Cooperation Agreement Establishing Everman’s Code Enforcement Jurisdiction for Animal Control and Welfare Laws in the City of Forest Hill** (“Agreement”) is made and entered into by the City of Everman, Texas (“Everman”), a home rule municipality of the State of Texas, and the City of Forest Hill, Texas (“Forest Hill”), a home rule municipality of the State of Texas acting by and through their respective duly appointed and authorized representatives. Everman and Forest Hill may each be referred to herein as “Party” and collectively as “Parties.

WHEREAS, Section 791 of the Texas Government Code provides that governmental entities of the State may contract with each other to provide governmental functions and services to protect public health; and

WHEREAS, Everman has territorial jurisdiction over territory that is contiguous to the jurisdictional limits of Forest Hill, and Forest Hill has territorial jurisdiction over territory that is contiguous to the jurisdictional limits of Everman; and

WHEREAS, Everman and Forest Hill have entered into an Interlocal Agreement for Animal Control Officer Services, whereby Everman Code Enforcement and Animal Control officers will provide animal control and welfare services within the jurisdictional limits of Forest Hill; and

WHEREAS, as a corollary thereto, Everman and Forest Hill desire to provide Everman’s Code Enforcement and Animal Control personnel with jurisdiction for enforcement of all animal control and welfare laws within the jurisdictional limits of the City of Forest Hill;

NOW, THEREFORE, in consideration of the mutual promises and consideration provided for herein, the receipt and sufficiency of which are hereby confirmed, Forest Hill and Everman hereby agree to the following:

1. TERRITORY

The Territory that constitutes the subject of this Agreement with regard to the City of Everman’s jurisdiction within the corporate boundaries of the City of Forest Hill is described in Exhibit "A," which is attached hereto and made a part hereof for all purposes (“Territory A”).

2. SERVICES

- 2.1 Of and from the Effective Date of this Agreement, City of Everman Code Enforcement officers and Everman Animal Control officers shall have and assume jurisdiction within Territory A for the purposes of investigating and enforcing state and local animal control and animal welfare laws including, but not necessarily limited to appropriate City of Forest Hill and/or State animal-related rules and laws relating to rabies control, animal registration, dangerous animals, impoundment, stray animals, animal bites, quarantine, animal cruelty, forfeiture or seizure, and the euthanasia of animals as necessary.
- 2.2 Forest Hill and Everman agree that adoption or approval of this Agreement, by appropriate resolution, by the City Council of the City of Forest Hill will give Everman Code Enforcement Officers and Everman Animal Control Officers the authority to issue citations for violations of any State of Texas and/or City of Forest Hill municipal animal laws and regulations.
- 2.3 The City of Forest Hill will be responsible for making arrangements with the City of Everman to provide a copy of any City of Forest Hill municipal animal laws and regulations City of Forest Hill municipal citation books.
- 2.4 The City of Everman agrees that any citations issued for the violation of a Texas state or City of Forest Hill municipal animal law or regulation within Territory A will be filed with the City of Forest Hill Municipal Court. It is agreed that the appropriate personnel from the City of Everman will be administratively directed to be present at such times as court sessions are set and cases involving said citations are on the court's docket, without the necessity for the issuance of a subpoena. The City of Forest Hill Municipal Court will provide reasonable notice of any case settings to the City of Everman Code Enforcement and Animal Control Departments.

3. TERM

This Agreement shall take effect on October 1, 2025 and the initial term shall terminate on September 30, 2026. The Agreement will automatically renew each year, for successive one (1) year renewal terms, with the first such automatic renewal to occur on October 1, 2026, unless sooner terminated.

4. TERMINATION

Either Party may terminate this Agreement upon ninety (90) days' written

notice to the other, provided, however, that termination shall not apply to any case pending on the effective date of termination.

5. **INDEPENDENT CONTRACTOR**

The Parties agree that this Agreement is not a joint enterprise, and neither is a contractor, independent or otherwise, partner, or agent of the other.

6. **FUNDING**

Either Party paying for the performance of governmental functions or services under this Agreement will make those payments from current revenues available to the paying Party. This Agreement does not require an expenditure of City of Everman; however, the Parties agree that the Party paying for the performance of governmental functions or services under this Agreement has been fairly compensated.

7. **RIGHT TO AUDIT**

Each Party agrees that the other Party shall, until the expiration of three years after final payment under or the expiration of this Agreement (whichever is later), or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of the other Party involving transactions relating to this Agreement at no additional cost to the inspecting Party. The Parties further agree that each Party shall have reasonable access during normal working hours to all necessary facilities of the other Party and that each Party shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The Party desiring to conduct an audit shall give the other Party reasonable advance notice of intended audits. Forest Hill and Everman acknowledge and agree that such access under this section is subject to the limitations and requirements of the Texas Public Information Act.

8. **NOTICES**

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other Party, c/o the designated person listed below; or (2) received by the other Party by United States Mail, registered, return receipt requested, addressed as follows:

City of Forest Hill
ATTN: City Manager
3219 E. California Pkwy
Forest Hill, Texas 76119

City of Everman
ATTN: City Manager
212 N Race Street
Everman, Texas 76140

9. LIABILITY

Each Party shall be liable for any and all costs, claims, liens, damages, causes of action, liability, and suits of any kind and nature arising out of, resulting from, or related to the acts or omissions of such Party's agents, officers, directors, representatives, employees, consultants, or subcontractors. In the event the Parties are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of the State of Texas, subject to section 10 of this Agreement.

10. GOVERNMENTAL POWERS/IMMUNITIES

It is understood and agreed that by execution of this Agreement, neither the City of Forest Hill nor the City of Everman nor the officers or employees thereof waives or surrenders any of their governmental powers or immunities.

11. NOTICE OF CLAIM

Each Party shall promptly advise the other Party in writing of any claim or demand against either Party known to the advising Party and related to or arising out of action or omissions under this Agreement.

12. NO WAIVER

The failure of Forest Hill or Everman to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of Forest Hill's or Everman's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

13. GOVERNING LAW/VENUE

This Agreement shall be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought pursuant to this Agreement, venue for such action shall lie in state district courts located in Tarrant County, Texas .

14. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

15. FORCE MAJEURE

Forest Hill and Everman shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

16. ASSIGNMENT

This Agreement is not assignable by either Party.

17. HEADINGS NOT CONTROLLING

Headings and titles used in this Agreement are for reference purposes only, shall not be deemed a part of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement.

18. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable under federal, state, or local law, it is the intention of the Parties that any unenforceability shall not affect any other provision of this Agreement and that the remainder of this Agreement shall be construed as if such invalid or unenforceable provision was never included.

19. APPROVAL OF AGREEMENT

The governing bodies of Forest Hill and Everman have approved the execution of this Agreement, and the persons signing the Agreement have been duly authorized by the governing bodies of Forest Hill and Everman to sign this Agreement on behalf of the governing bodies.

20. AMENDMENTS

No amendment of this Agreement shall be binding upon a Party hereto unless such amendment is set forth in a written instrument, which is executed by an authorized representative of each Party.

21. ENTIRETY OF AGREEMENT

This Agreement, including Exhibit A, contains the entire understanding and

agreement between Forest Hill and Everman, their assigns, and successors in interest as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent it conflicts with any provision of this Agreement.

22. COUNTERPARTS

This Agreement may be executed in one or more counterparts, and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

(Signature Pages to Follow)

City of Everman Signature Page

SIGNED AND AGREED this ____ day of _____, 2025.

CITY OF EVERMAN

By:

Craig Spencer, City Manager

ATTEST:

Mindi Parks, City Secretary

City of Forest Hill Signature Page

SIGNED AND AGREED this ____ day of _____, 2025.

CITY OF FOREST HILL

By:

Venus M. Wehle, City Manager

ATTEST:

Amy L. Anderson, TMRC, CMC, City Secretary

EXHIBIT A
(Territory A – Boundaries of Everman’s Animal Law Enforcement Jurisdiction within Forest Hill)

4911-1578-0464, v. 1

STATE OF TEXAS § INTERLOCAL COOPERATION AGREEMENT
 § ESTABLISHING EVERMAN CODE ENFORCEMENT
COUNTY OF TARRANT § JURISDICTION FOR ANIMAL CONTROL AND
 WELFARE LAWS IN THE CITY OF KENNEDALE

This **Interlocal Cooperation Agreement Establishing Everman’s Code Enforcement Jurisdiction for Animal Control and Welfare Laws in the City of Kennedale** (“Agreement”) is made and entered into by the City of Everman, Texas (“Everman”), a home rule municipality of the State of Texas, and the City of Kennedale, Texas (“Kennedale”), a home rule municipality of the State of Texas acting by and through their respective duly appointed and authorized representatives. Everman and Kennedale may each be referred to herein as “Party” and collectively as “Parties.

WHEREAS, Section 791 of the Texas Government Code provides that governmental entities of the State may contract with each other to provide governmental functions and services to protect public health; and

WHEREAS, Everman has territorial jurisdiction over territory that is contiguous to the jurisdictional limits of Kennedale, and Kennedale has territorial jurisdiction over territory that is contiguous to the jurisdictional limits of Everman; and

WHEREAS, Everman and Kennedale have entered into an Interlocal Agreement for Animal Control Officer Services, whereby Everman Code Enforcement and Animal Control officers will provide animal control and welfare services within the jurisdictional limits of Kennedale; and

WHEREAS, as a corollary thereto, Everman and Kennedale desire to provide Everman’s Code Enforcement and Animal Control personnel with jurisdiction for enforcement of all animal control and welfare laws within the jurisdictional limits of the City of Kennedale;

NOW, THEREFORE, in consideration of the mutual promises and consideration provided for herein, the receipt and sufficiency of which are hereby confirmed, Kennedale and Everman hereby agree to the following:

1. **TERRITORY**
- The Territory that constitutes the subject of this Agreement with regard to the City of Everman’s jurisdiction within the corporate boundaries of the City of Kennedale is described in Exhibit "A," which is attached hereto and made a part hereof for all purposes (“Territory A”).
2. **SERVICES**

- 2.1 Of and from the Effective Date of this Agreement, City of Everman Code Enforcement officers and Everman Animal Control officers shall have and assume jurisdiction within Territory A for the purposes of investigating and enforcing state and local animal control and animal welfare laws including, but not necessarily limited to appropriate City of Kennedale and/or State animal-related rules and laws relating to rabies control, animal registration, dangerous animals, impoundment, stray animals, animal bites, quarantine, animal cruelty, forfeiture or seizure, and the euthanasia of animals as necessary.
- 2.2 Kennedale and Everman agree that adoption or approval of this Agreement, by appropriate resolution, by the City Council of the City of Kennedale will give Everman Code Enforcement Officers and Everman Animal Control Officers the authority to issue citations for violations of any State of Texas and/or City of Kennedale municipal animal laws and regulations.
- 2.3 The City of Kennedale will be responsible for making arrangements with the City of Everman to provide a copy of any City of Kennedale municipal animal laws and regulations City of Kennedale municipal citation books.
- 2.4 The City of Everman agrees that any citations issued for the violation of a Texas state or City of Kennedale municipal animal law or regulation within Territory A will be filed with the City of Kennedale Municipal Court. It is agreed that the appropriate personnel from the City of Everman will be administratively directed to be present at such times as court sessions are set and cases involving said citations are on the court's docket, without the necessity for the issuance of a subpoena. The City of Kennedale Municipal Court will provide reasonable notice of any case settings to the City of Everman Code Enforcement and Animal Control Departments.

3. **TERM**

This Agreement shall take effect on October 1, 2025 and the initial term shall terminate on September 30, 2026. The Agreement will automatically renew each year, for successive one (1) year renewal terms, with the first such automatic renewal to occur on October 1, 2026, unless sooner terminated.

4. **TERMINATION**

Either Party may terminate this Agreement upon ninety (90) days' written notice to the other, provided, however, that termination shall not apply to any case pending on the effective date of termination.

5. **INDEPENDENT CONTRACTOR**

The Parties agree that this Agreement is not a joint enterprise, and neither is a contractor, independent or otherwise, partner, or agent of the other.

6. **FUNDING**

Either Party paying for the performance of governmental functions or services under this Agreement will make those payments from current revenues available to the paying Party. This Agreement does not require an expenditure of City of Everman; however, the Parties agree that the Party paying for the performance of governmental functions or services under this Agreement has been fairly compensated.

7. **RIGHT TO AUDIT**

Each Party agrees that the other Party shall, until the expiration of three years after final payment under or the expiration of this Agreement (whichever is later), or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of the other Party involving transactions relating to this Agreement at no additional cost to the inspecting Party. The Parties further agree that each Party shall have reasonable access during normal working hours to all necessary facilities of the other Party and that each Party shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The Party desiring to conduct an audit shall give the other Party reasonable advance notice of intended audits. Kennedale and Everman acknowledge and agree that such access under this section is subject to the limitations and requirements of the Texas Public Information Act.

8. **NOTICES**

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other Party, c/o the designated person listed below; or (2) received by the other Party by United States Mail, registered, return receipt requested, addressed as follows:

City of Kennedale	City of Everman
ATTN: City Manager	ATTN: City Manager
405 Municipal Drive	212 N Race Street

Kennedale, Texas 76060

Everman, Texas 76140

9. **LIABILITY**

Each Party shall be liable for any and all costs, claims, liens, damages, causes of action, liability, and suits of any kind and nature arising out of, resulting from, or related to the acts or omissions of such Party’s agents, officers, directors, representatives, employees, consultants, or subcontractors. In the event the Parties are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of the State of Texas, subject to section 10 of this Agreement.

10. **GOVERNMENTAL POWERS/IMMUNITIES**

It is understood and agreed that by execution of this Agreement, neither the City of Kennedale nor the City of Everman nor the officers or employees thereof waives or surrenders any of their governmental powers or immunities.

11. **NOTICE OF CLAIM**

Each Party shall promptly advise the other Party in writing of any claim or demand against either Party known to the advising Party and related to or arising out of action or omissions under this Agreement.

12. **NO WAIVER**

The failure of Kennedale or Everman to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of Kennedale's or Everman's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

13. **GOVERNING LAW/VENUE**

This Agreement shall be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought pursuant to this Agreement, venue for such action shall lie in state district courts located in Tarrant County, Texas .

14. **SEVERABILITY**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

15. FORCE MAJEURE

Kennedale and Everman shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

16. ASSIGNMENT

This Agreement is not assignable by either Party.

17. HEADINGS NOT CONTROLLING

Headings and titles used in this Agreement are for reference purposes only, shall not be deemed a part of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement.

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If any provision of this Agreement is held invalid or unenforceable under federal, state, or local law, it is the intention of the Parties that any unenforceability shall not affect any other provision of this Agreement and that the remainder of this Agreement shall be construed as if such invalid or unenforceable provision was never included.

19. APPROVAL OF AGREEMENT

The governing bodies of Kennedale and Everman have approved the execution of this Agreement, and the persons signing the Agreement have been duly authorized by the governing bodies of Kennedale and Everman to sign this Agreement on behalf of the governing bodies.

20. AMENDMENTS

No amendment of this Agreement shall be binding upon a Party hereto unless such amendment is set forth in a written instrument, which is executed by an authorized representative of each Party.

21. ENTIRETY OF AGREEMENT

This Agreement, including Exhibit A, contains the entire understanding and

agreement between Kennedale and Everman, their assigns, and successors in interest as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent it conflicts with any provision of this Agreement.

22. COUNTERPARTS

This Agreement may be executed in one or more counterparts, and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

(Signature Pages to Follow)

City of Everman Signature Page

SIGNED AND AGREED this ____ day of _____, 2025.

CITY OF EVERMAN

By:

Craig Spencer, City Manager

ATTEST:

Mindi Parks, City Secretary

City of Kennedale Signature Page

SIGNED AND AGREED this ____ day of _____, 2025.

CITY OF KENNEDALE

By: _____
Darrell Hull, City Manager

ATTEST:

Barbara Dahl, City Secretary

EXHIBIT A
(Territory A – Boundaries of Everman’s Animal Law Enforcement Jurisdiction within Kennedale)

4926-4005-8992, v. 1

RESOLUTION NO. 2025-10-03

A RESOLUTION OF THE CITY OF EVERMAN, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC’S APPLICATION TO CHANGE RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY’S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Everman, Texas (“City”) is an electric utility customer of Oncor Electric Delivery Company LLC (“Oncor” or “Company”), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor (“Steering Committee”), a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor’s service area; and

WHEREAS, on or about June 26, 2025, Oncor filed with the City an application to increase system-wide transmission and distribution rates by about \$834 million or approximately 13% over present revenues. The Company asks the City to approve an 12.3% increase in residential rates and a 51.0% increase in street lighting rates; and

WHEREAS, the Steering Committee is coordinating its review of Oncor’s application and working with the designated attorneys and consultants to resolve issues in the Company’s filing; and

WHEREAS, through review of the application, the Steering Committee’s consultants determined that Oncor’s proposed rates are excessive; and

WHEREAS, the Steering Committee’s members and attorneys recommend that members deny the Application; and

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

Section 1. That the rates proposed by Oncor to be recovered through its electric rates charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section 2. That the Company shall continue to charge its existing rates to customers within the City.

Section 3. That the City’s reasonable rate case expenses shall be reimbursed in full by Oncor.

Section 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 5. That a copy of this Resolution shall be sent to Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Ave., Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this 14th day of October, 2025.

Ray Richardson; Mayor

ATTEST:

Mindi Parks; City Secretary

APPROVED AS TO FORM:

Victoria Thomas; City Attorney



CITY OF EVERMAN
212 North Race Street Everman, TX 76140
STAFF REPORT

AGENDA TITLE: RESOLUTION NO. 2025-10-03

A RESOLUTION OF THE CITY OF EVERMAN, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION TO CHANGE RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

MEETING DATE: October 14, 2025

PREPARED BY: Lloyd Gosselink Rochelle & Townsend, P.C. Law Firm

RECOMMENDED ACTION:

Approval

BACKGROUND

Purpose:

On June 26, 2025, Oncor Electric Delivery Company LLC ("Oncor" or "Company") filed an application with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about \$834 million or approximately 13% over present revenues. The Company asks the City to approve a 12.3% increase in residential rates and a 51.0% increase in street lighting rates. If approved, the impact of this requested increase on an average residential customer would be about \$7.90 per month.

In a prior City action, Oncor's rate request was suspended from taking effect for 90 days, the fullest extent permissible under the law. This time period has permitted the City, through its participation with the Steering Committee of Cities Served by Oncor ("Steering Committee"), to determine that the proposed rate increase is unreasonable. Consistent with the recommendations of the experts engaged by the Steering Committee, Oncor's request for a rate increase should be denied.

Accordingly, the purpose of the Resolution is to deny the rate change application proposed by Oncor. Once the Resolution is adopted, Oncor will have 30 days to appeal the decision to the Public Utility Commission of Texas (“PUC”) where the appeal will be consolidated with Oncor’s filing (PUC Docket No. 58306) currently pending at the PUC.

All cities with original jurisdiction will need to adopt the Resolution **by October 29, 2025**.

Explanation of “Be It Resolved” Sections:

1. This paragraph finds that the Company’s application is unreasonable and should be denied.
2. This section states that the Company’s current rates shall not be changed.
3. The Company will reimburse Cities for their reasonable rate case expenses. Legal counsel and consultants approved by the Steering Committee will submit monthly invoices that will be forwarded to Oncor for reimbursement.
4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.
5. This section provides Oncor and counsel for the Steering Committee will be notified of the City’s action through a copy of the approved and signed resolution.

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

INTERLOCAL AGREEMENT

This Interlocal Agreement (the “Agreement”) is between the City of Everman, Texas (“City”) and Everman Independent School District (“EISD”). City and EISD may each be referred to herein as a “Party” and collectively as the “Parties.” For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

WHEREAS, the City of Everman is a home-rule municipality and local governmental unit as defined by Government Code section 791.003 and is the owner of the Everman Civic Center; and

WHEREAS, the EISD is an independent school district under the Texas Education Code Chapters 11 and 13; and

WHEREAS, this Agreement is authorized and governed by the Interlocal Cooperation Act, Texas Government Code Chapters 791 and 418.

I. Purpose

This Agreement is entered into between the **City of Everman, Texas** (“City”) and the **Everman Independent School District** (“EISD”) to establish terms and conditions for the use of the Everman Civic Center, located at 213 N. Race Street in the City of Everman (the “Facility”), owned and operated by the City, by EISD during any declared emergency.

II. Authority

This Agreement is authorized under the Texas Disaster Act of 1975, Texas Government Code Chapter 418, and other applicable state and local authorities, which encourage cooperative efforts between local governments and political subdivisions for emergency management and disaster response.

III. Use of Facility

1. Upon declaration of an emergency by the City, County, or State, the City Manager of Everman may authorize, in writing, the use of the Facility by EISD. The City Manager, in the writing authorizing the use of the Facility, will identify any areas of the Facility that are off-limits and not to be used by EISD and the dates and times that the Facility will be made available to EISD.
2. The Facility may be utilized by EISD for emergency sheltering, reunification, staging, and/or other purposes related to protection of life, property, and the continuity of school operations.

3. All use of the Facility under this Agreement shall remain under the supervision and direction of the City Manager, or designee, to ensure coordination with other emergency response operations.

IV. Responsibilities of the Parties

City of Everman shall:

- Provide access to the Civic Center when authorized in writing by the City Manager.
- Maintain overall control of the facility and coordinate with other responding agencies.
- Ensure the facility is maintained in a safe and operable condition for emergency use.

Everman Independent School District shall:

- Coordinate with the City Manager or designee regarding intended use, staffing, and resources.
- Provide personnel, supplies, and equipment necessary to support its operations within the Civic Center.
- Restore the facility to its pre-use condition, subject to reasonable wear and tear, following emergency operations.

V. Term and Termination

This Agreement shall become effective upon signature by both Parties and shall remain in effect unless terminated by either Party by providing written notice of such termination to the other Party thirty (30) days prior to the intended termination date.

VI. Responsibility

To the extent allowed by law, and without waiving any immunity (governmental or otherwise) available to a Party under Texas law, or any other defense a Party is able to assert under Texas or federal law, each Party agrees to be responsible for its own negligent acts or omissions in the course of performance of this Agreement.

VII. No Waiver of Immunity

Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which a Party, its officials, officers, employees, representatives, and/or agents are or may be entitled, including without limitation, any waiver of immunity to suit. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement.

VIII. Miscellaneous

- 1. Nothing in this Agreement creates a financial obligation for either Party, except as specifically agreed upon in writing.
- 2. This Agreement does not create a joint venture, partnership, or employment relationship between the Parties.
- 3. Both Parties agree to comply with all applicable federal, state, and local laws in carrying out this agreement.
- 4. This Agreement may only be amended by the mutual written agreement of the Parties.
- 5. No Party shall be liable to the other Parties for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the Party’s respective control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, or any other circumstance for which a Party is not legally responsible or which is not reasonably within its power to control. The affected Party's obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. To the extent possible, the Party shall endeavor to remove or overcome the inability claimed with reasonable dispatch.

VII. Signatures

EXECUTED this _____ day of _____, 2025 by the
City of Everman.

CITY OF EVERMAN

By: _____

Name: _____

Title: _____

EXECUTED this _____ day of _____, 2025 by the
Everman Independent School District.

EVERMAN INDEPENDENT SCHOOL
DISTRICT

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY:

By: _____
City Attorney

By: _____
District Attorney

Date: _____

Date: _____

4933-8720-6761, v. 1

CITY OF EVERMAN, TEXAS

RESOLUTION NO. 2025-10-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF EVERMAN AND EVERMAN INDEPENDENT SCHOOL DISTRICT FOR THE EMERGENCY USE OF THE EVERMAN CIVIC CENTER; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Everman (“City”) owns and operates the Everman Civic Center located at 213 N. Race Street in Everman, Texas; and

WHEREAS, the Everman Independent School District (“EISD”) is an independent school district duly organized under the laws of the State of Texas; and

WHEREAS, both the City and EISD recognize the importance of cooperation and coordination in emergency management and disaster response to ensure the safety and welfare of the community; and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code Chapter 791, and the Texas Disaster Act of 1975, Government Code Chapter 418, authorize local governments and political subdivisions to enter into cooperative agreements for emergency management purposes; and

WHEREAS, the City Council finds it to be in the best interest of the citizens of Everman to approve the Interlocal Agreement between the City and EISD, establishing the terms and conditions for the use of the Everman Civic Center by EISD during declared emergencies; and

WHEREAS, the Agreement is attached hereto as **Exhibit “A”** and incorporated herein for all purposes.

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

SECTION 1. The City Council hereby approves the *Interlocal Agreement between the City of Everman and the Everman Independent School District for the Emergency Use of the Everman Civic Center*, attached hereto as **Exhibit “A”**.

SECTION 2. The City Manager is hereby authorized to execute the Agreement on behalf of the City and to take all necessary actions to implement the provisions thereof.

SECTION 3. It is hereby declared that if any section, paragraph, sentence, clause, or phrase of this Resolution shall be held invalid or unconstitutional, such invalidity shall not affect the remaining portions of this Resolution, and the same shall remain in full force and effect.

SECTION 4. This Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED THIS ____ DAY OF _____, 2025.

APPROVED:

Ray Richardson, Mayor

ATTEST:

Mindi Parks, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney

Exhibit A

[Comprehensive Financial Management Policy]

4925-2788-3110, v. 1

MASTER SOFTWARE AS A SERVICE AGREEMENT

Effective Date: _____

This MASTER SOFTWARE AS A SERVICE AGREEMENT is effective as of the date set forth above (the “Effective Date”) by and between Trusted Driver, Inc. (“Provider”), a Texas corporation with its principal place of business located at: 1354 N. Loop 1604 E., Suite 103 San Antonio, TX 78232, and the entity described in the table below (“Customer”).

Section A. Customer Information	
Customer Name: City of Everman, TX	Physical Address (to be used for notice purposes):
Customer Representative Name:	Phone Number: Email:
Business Tax ID Number:	Type of Business (Sole Proprietor, Partnership, LLC, Corporation, Financial Institution):
Section B .Term	
Term: Annually	[years]
Auto Renewal Terms: Annually	[_____]
Section C. QR Code Cards	
The number of complimentary QR Cards to be provided by the Provider:	5,000
Cost for additional QR Cards:	0 - 1,000 QR Cards = \$300 1,001 - 2,500 QR Cards = \$520 2,501 - 5,000 QR Cards = \$800 5,001 - 10,000 QR Cards = \$1,300 10,001 - 20,000 QR Cards = \$2,500
Customer shall reimburse Provider through the Stonegarden Grant:	Yes/No
Section E. Customer and Provider Agreement	
The parties hereby agree that the attached “General Terms and Conditions” (the “ <u>Terms and Conditions</u> ”) are incorporated into, and are made an integral part of, this Agreement.	

Signature of Service Provider Representative	Signature of Customer Representative
Name:	Name:
Title:	Title:

GENERAL TERMS AND CONDITIONS

The terms in the table on the first page of this Agreement (the “Cover Page”), and the following terms and conditions are considered a single, integrated document and shall collectively be referred to as the “Agreement.”

1. SERVICES AND SERVICE ORDERS.

- 1.1 General Description and Definitions. This Agreement contains the terms upon which Customer may procure certain services from the Provider. The Provider will provide the services described in each Service Order (collectively, the “Services”). Certain terms are defined hereinbelow, while others are defined in Schedule 2.1 (Definitions).
- 1.2 Service Orders. From time to time, Customer and Provider may enter into one or more Service Orders, which shall be substantially in the form attached hereto as **Exhibit A** (each a “Service Order”). For the avoidance of doubt, Service Order(s) may include terms and conditions that are in addition to or different from the terms and conditions in this Agreement, and which will prevail over any terms and conditions in this Agreement in the event of any conflict; provided, that such additional or different terms and conditions must be expressly stated in such Service Order(s). All Services will be subject to the terms of this Agreement (regardless of whether applicable Service Order(s) have been executed), and once signed, all Service Orders are non-cancellable and non-refundable (except as expressly stated in this Agreement).

2. HOSTED SERVICES.

- 2.1 The Provider hereby grants to Customer and Authorized Users a non-exclusive right to access and use the Hosted Services during the Term; provided, that Customer and each Authorized User complies with the Acceptable Use Policy. In connection therewith, the Provider shall create an Instance for the Customer and shall provide login details for that Instance. Provider shall initially create one or more Accounts within the Instance, as applicable, for use by Authorized Users in connection with use of the Hosted Services. Customer may create additional Accounts within the Instance and shall provide and manage user IDs and passwords for Authorized Users.
- 2.2 The rights granted by the Provider to the Customer under Section 2.1 are subject to the following restrictions:
 - (a) only Authorized Users shall have access to the Hosted Services;
 - (b) the Customer shall not sub-license its right to access and use the Hosted Services;
 - (c) the Customer shall not make any modifications or alterations to the Platform;
 - (d) the Customer shall not conduct or request that any other person conduct any load testing or penetration testing on the Platform or Hosted Services; and
 - (e) Customer shall not permit or encourage any third party to: (i) use the Hosted Services for third-party training, software-as-a-service, time-sharing or service bureau use; or (ii) disassemble, decompile or reverse engineer any portions of the Hosted Services, or otherwise attempt to gain access to the source code to such Hosted Services (or the underlying ideas, algorithms, structure or organization of the object code in the Hosted Services).
- 2.3 The Customer shall use commercially reasonable efforts, including reasonable security measures relating to Account access details to prevent unauthorized persons from gaining

access to the Hosted Services using an Account.

- 2.4 Subject to this Agreement and relevant Service Order, the method and means of providing the Hosted Services shall be under the exclusive control, management and supervision of the Provider.

3. MAINTENANCE AND SUPPORT SERVICES.

- 3.1 The Provider shall provide the Maintenance and Support Services in accordance with the agreed Service Order covering such Services. Provider shall use its reasonable efforts to give the Customer at least two (2) Business Days' prior notice of scheduled Maintenance and Support Services that are likely to affect the availability of the Hosted Services.
- 3.2 Provider shall Update the Hosted Services from time to time, however Upgrades shall be subject to an additional cost and subject to execution of a Service Order covering the Upgrade.

4. TERM.

- 4.1 This Agreement shall commence on the Effective Date and shall continue for the period described on the Cover Page; provided, that, that the applicable Term shall be automatically extended to the end date of the last Service Order(s) then in effect if such Service Order(s) has specified a term longer than the Term. Termination of one Service Order shall not affect the validity or enforceability of the Agreement or any other Service Orders that remain in effect. Following the initial term this Agreement shall automatically renew for the periods described on the Cover Page.

5. CUSTOMER DATA.

- 5.1 Customer warrants to the Provider that it has the legal right to disclose all Customer Data and Confidential Personal Information that it discloses to the Provider under or in connection with this Agreement. Customer Data shall be and remain the sole and exclusive property of Customer; however Provider may access, process and use the Customer Data in accordance with this Agreement. The Provider shall create a back-up copy of the Customer Data at least daily and shall retain and securely store each such copy for a minimum period of thirty (30) days.
- 5.2 The parties acknowledge that, in the course of performing the Hosted Services, the Provider may require access to and use of certain software, processes, instructions, methods, application programming interfaces and techniques of Customer that are owned or licensed by Customer (collectively, the "Customer Materials"). To the extent that Customer makes available to the Provider any Customer Materials under this Agreement, Customer hereby grants to the Provider a license to use such Customer Materials during the applicable Services Term, for the purpose of performing Implementation Services and providing the Services hereunder.
- 5.3 Provider may use and process anonymized Customer Data in accordance with Section 5.4. Provider may collect telemetry data and usage patterns through the Platform and other Services provided hereunder. All such uses shall comply with applicable laws and regulations.

- 5.4 The Provider shall have the perpetual, irrevocable, worldwide, royalty free right and license to share, use, modify, anonymize, aggregate, create derivative works from, combine with other data, sublicense, sell, and otherwise process all Customer Data, provided that such actions comply with applicable laws and regulations. These rights extend to: (i) creating and selling industry insights and reports; (ii) developing new products and services; (iii) training artificial intelligence and machine learning models; (iv) conducting market research and analytics; (v) improving existing Services; and (vi) any other purpose determined by Provider. Provider may share both raw and processed Customer Data with its affiliates, partners, and third parties subject to appropriate confidentiality obligations. All data processing activities will be conducted in accordance with industry standards for data protection and privacy.
- 5.5 Customer hereby grants Provider a perpetual, irrevocable, worldwide, royalty-free license to use, modify, analyze, aggregate, anonymize, and create derivative works the Data for any business purpose, including but not limited to: . Provider may sublicense these rights to its affiliates, contractors, and business partners. Provider will ensure any use of Customer Data complies with applicable privacy laws and regulations. from Customer and its Affiliates and no other Authorized User that it discloses to the Provider under or in connection with this Agreement.

6. FEES AND PAYMENT.

- 6.1 Fees. Customer shall pay Provider the Fees, including the Subscription Fees, described in the applicable Service Order. Provider may increase the Fees, by up to 3.5 percent, on a yearly basis, provided that Provider must first provide ninety (90) days written notice of the proposed increase to Customer, after which Customer may, within ninety (90) days of the date of receipt of notice, either terminate the contract and all work orders to which the Fee increase work apply or accept the increase. For the avoidance of doubt, all fees described in this Agreement or a Service Order are exclusive of any applicable taxes, which will be added to those amounts and payable by the Customer to the Provider.
- 6.2 Convenience Fee. In addition to the fees payable by Customer, Provider may charge a convenience fee on the End-User (motorist) for using the Platform in the amount described in the applicable Service Order (the “Convenience Fee”). This Convenience Fee enables the Provider to offer its comprehensive e-citation Platform, data analytics, and court back-office services to the Customer at a significantly reduced cost. As such, the Customer acknowledges and agrees that onboarding and utilizing the Provider’s built-in payment platform is a required component of this Agreement. The Provider reserves the right from time to time and at any time to modify the Convenience Fee at its sole discretion.
- 6.3 Payments. The Provider shall issue invoices on a monthly basis (or such other frequency as may be set forth in the applicable Service Order). All invoices shall be payable via check, ACH or wire transfer within thirty (30) days from the invoice date. If the Customer fails to make any payment when due then, in addition to all other remedies that may be available to Provider: (a) Provider may charge interest on the past due amount at the rate of 1.5% per month, calculated daily and compounded monthly, or if lower, the highest rate permitted under law; and (b) Customer shall reimburse Provider for all costs incurred by Provider in collecting any late payments or interest, including attorneys’ fees, court costs and collection agency fees. If the failure to pay continues for ten (10) days following written notice thereof, Provider may suspend performance of the Service until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Customer or any other person by reason of such suspension.

7. QR CODE CARDS.

- 7.1 The Customer shall receive, free of charge, the number of QR Code Cards reflected in the Cover Page. Additionally, the Customer shall have access to the print template for self-production of QR Cards. The Customer may acquire additional QR Cards from the Provider at the price also described in the Cover Page.

8. CUSTOMIZATION REQUESTS.

- 8.1 All customization requests by the Customer shall be submitted through a Change Order in the form attached hereto as **Exhibit B**. The Change Order will detail the scope, deliverables, timelines, and costs associated with the requested customizations. The Change Order must be agreed upon and signed by both the Customer and the Provider before any customization work commences.

9. CONFIDENTIALITY.

The provisions set forth in this Section 9 are in addition to and not in lieu of any confidentiality, privacy, security and other requirements imposed on the parties in the Exhibits.

- 9.1 Each receiving party and their Personnel will use all reasonable efforts to avoid disclosure, publication or dissemination of any of the disclosing party's Confidential Information or use of the disclosing party's Confidential Information other than in connection with the purpose of this Agreement, including:

- (a) keep the disclosing party's Confidential Information strictly confidential;
- (b) not disclose the disclosing party's Confidential Information to any person except Personnel who have an absolute need to know such Confidential Information in order to fulfill its obligations hereunder and who have executed a written agreement by which they agree to be bound by terms substantially similar to this Section 9, without the disclosing party's prior written consent;
- (c) use the same degree of care to protect the confidentiality of the disclosing party's Confidential Information as the receiving party uses to protect its own Confidential Information of a similar nature, being at least a reasonable degree of care; and
- (d) not use any of the disclosing party's Confidential Information for any purpose other than in connection with the receiving party's obligations under this Agreement and each Service Order.

- 9.2 The obligations under this Section 9 do not apply to any disclosing party's Confidential Information that meets the following criteria:

- (a) is known to and possessed by the receiving party before disclosure under this Agreement and is not subject to any obligation of confidentiality;
- (b) is or becomes publicly known through no act or default of the receiving party; or
- (c) is obtained by the receiving party from a third party in circumstances where the receiving party has no reason to believe that there has been a breach of an obligation of confidentiality.

- 9.3 The provisions of this Section shall continue in force during the Term and for a period of three (3) years after termination of this Agreement, except for any "trade secrets" under

applicable law for which the provisions of this Section shall continue in force for so long as such information remains a “trade secret.”

- 9.4 The receiving party must immediately notify the disclosing party upon the discovery of the loss, unauthorized disclosure or unauthorized use of any Confidential Information and cooperate with the disclosing party, at no additional charge, in the investigation of any such unauthorized disclosure.
- 9.5 Within ten (10) days following the earlier of (a) termination or expiration of this Agreement or (b) completion of a project for which the disclosing party’s Confidential Information has been provided, the receiving party must, at the disclosing party’s discretion, either return to the disclosing party all the disclosing party’s Confidential Information (including all copies/derivatives thereof) or certify in writing to the disclosing party that such disclosing party Confidential Information (including all copies/derivatives thereof) has been destroyed in such a manner that it cannot be retrieved, provided that each receiving party may retain a single copy of the disclosing party’s Confidential Information for archival purposes, subject to the provisions of this Section.

10. INTELLECTUAL PROPERTY.

- 10.1 Provider IP. Provider shall own all right, title and interest in any intellectual property developed, created or reduced to practice by or on behalf of Provider in connection with this Agreement or the Services, including all modifications, improvements and derivative works of the Platform and Services.
- 10.2 Knowledge and Experience. Nothing in this Agreement shall restrict Provider from using the general knowledge, skills, experience, ideas, concepts, know-how, and techniques acquired or learned in the course of performing the Services; provided that such use does not involve the disclosure of Customer's Confidential Information.

11. WARRANTIES.

- 11.1 PROVIDER WARRANTS THAT DURING THE TERM THE SERVICES AND THE PLATFORM SHALL SUBSTANTIALLY PERFORM AS DESCRIBED IN THE DOCUMENTATION. IN THE EVENT OF ANY BREACH OF THIS SECTION 11.1, PROVIDER SHALL, AS ITS SOLE LIABILITY AND CUSTOMER’S SOLE REMEDY, REPAIR OR REPLACE THE SERVICES THAT ARE SUBJECT TO THE WARRANTY CLAIM AT NO COST TO CUSTOMER.
- 11.2 Customer represents and warrants that it shall: (i) obtain any required licenses and/or consents related to the Customer Data necessary for Provider to perform its obligations under this Agreement, including without limitation all necessary permissions and consents from end users (including vehicle drivers) to store, process, and transmit their personal data, and Customer acknowledges that Provider shall have no liability for any claims, losses, or damages arising from Customer's failure to obtain such permissions; (ii) be responsible for ensuring the security and confidentiality of all Administrator IDs and passwords; (iii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services or the Platform; (iv) notify Provider promptly of any unauthorized use of the Services or Platform or any breach, or attempted breach, of security of the same; (v) not intentionally and knowingly use the Services or the Platform in a manner that would violate applicable laws or regulations; (vi) not use the Services or the Platform to transfer any data for any fraudulent purposes; and (vii) maintain reasonable safeguards within Customer’s environment to protect its own systems that have access to Customer Data from the introduction of (1) any virus or other code, program, or sub-program that damages or interferes with the operation of the Equipment or halts, disables, or interferes with the operation of the Solutions; or (2) any device, method, or token whose knowing or intended

purpose is to permit any person to circumvent the normal security of the Services or the Platform.

- 11.3 EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, THE SERVICES AND THE PLATFORM ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF TITLE OR NON INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT THE SERVICES AND THE PLATFORM ARE PROVIDED “AS IS” AND FURTHER ACKNOWLEDGE THAT PROVIDER DOES NOT WARRANT: (A) THE OPERATION OF THE SERVICES OR THE PLATFORM WILL BE UNINTERRUPTED, OR ERROR FREE; (B) THE SERVICES AND THE PLATFORM ARE NOT VULNERABLE TO FRAUD OR UNAUTHORIZED USE; OR (C) THE FEATURES OR FUNCTIONALITIES OF THE SERVICES OR THE PLATFORM WILL BE AVAILABLE AT ANY TIME IN THE FUTURE.

12. INDEMNIFICATION.

- 12.1 Indemnification by Customer. To the extent allowed by applicable law, Customer shall indemnify, defend, and hold harmless Provider and its officers, shareholders, directors, employees, agents, and affiliates (collectively, the “Provider Indemnified Parties”) from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses) (collectively, “Claims”) arising out of or relating to: (a) any breach by Customer of its representations, warranties, or obligations under this Agreement; (b) any negligent or willful acts or omissions by Customer or its personnel in connection with the performance of this Agreement; (c) any claims brought by third parties alleging that Customer's data or materials infringe upon or misappropriate any intellectual property or other rights of any third party; or (d) any claims, demands, or actions brought by end users or other third parties relating to their use of the Platform or Services, or relating to any data entered, uploaded, or transmitted by Customer or its Authorized Users through the Platform or Services. The indemnification obligations set forth in this section are conditioned upon: (i) Provider providing prompt written notice to Customer of any claim; and (ii) Provider providing reasonable cooperation to Customer, at Customer's expense, in the defense of such claim.
- 12.2 Intellectual Property Indemnification. Provider will defend or settle, indemnify and hold Customer and its officers, directors, employees, agents and assigns harmless from and against any third party claim, suit or proceeding, and shall pay any damages awarded in a final judgment or agreed upon in settlement, based on a claim that any Service or the Platform (for purposes of convenience in this Section 11, collectively “Services” or “Service”) as provided under this Agreement infringes any U.S. copyright, patent right, trademark or similar proprietary right of any third party (a “Third Party IP Claim”). Provider will also pay reasonable attorneys' fees and expenses incurred in connection with such defense or settlement. Notwithstanding the foregoing, Provider will have no indemnity obligation or liability hereunder to Customer for any Third Party IP Claim arising from : (i) modification by Customer or any third party on Customer's behalf or direction of the Services or associated technology, provision of the Services other than by Provider or by another party at the direction or instruction of Provider, including any portion of the software or Platform provided to Customer as part of the Services; or (ii) combination of Provider's Services with parts, equipment, software, devices or third-party services not provided by Provider; or (iii) any willful misconduct or fraudulent action of Customer. In the event that the Services or the

Platform are held to or believed by Provider to infringe any third party U.S. copyright or patent right, Provider will have the option to: (x) replace or modify the Services to be non-infringing, provided that such modification or replacement provides substantially similar features and functionality; (y) obtain for Customer the right to continue using the Services; or (z) if both (x) and (y) are not reasonably practicable, either party may terminate this Agreement on written notice to the other. Provider will not have any obligation to indemnify Customer hereunder with respect to any claim that any third-party "open source" or "shareware" software incorporated into any software, the Services provided hereunder infringes any third-party U.S. copyright, patent, or similar proprietary right. PROVIDER WILL HAVE NO OBLIGATION TO CUSTOMER IF ANY ALLEGED THIRD-PARTY IP CLAIM IS BASED UPON THE USE OF THE SERVICES FOR A PURPOSE FOR WHICH THE SERVICES WERE NOT INTENDED OR UPON USE OF ANYTHING OTHER THAN THE MOST CURRENT VERSION OF THE SERVICES.

13. LIMITATIONS OF LIABILITY; INSURANCE.

- 13.1 Total Liability. In no event shall Provider's liability to Customer arising out of or related to this Agreement exceed, in the aggregate, the lesser of the total Fees paid by the Customer to the Provider under the Service Order under which the claim arose, for the period of three (3) months prior to the date the claim arose, or \$250.00, whether such liability is based on an action in contract, warranty (other than a performance warranty), strict liability or tort (including, without limitation, negligence) or otherwise. The limitations specified in this Section 12 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.
- 13.2 No Consequential Damages. IN NO EVENT SHALL PROVIDER (OR PROVIDER'S AFFILIATES, OR THEIR CUSTOMERS, SHAREHOLDERS, OR PERSONNEL) BE LIABLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, PROVIDER SHALL HAVE NO LIABILITY FOR ANY CLAIMS, LOSSES, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH: (A) ANY CORRUPTION, DELETION, DESTRUCTION OR LOSS OF CUSTOMER DATA; OR (C) ANY FINES, PENALTIES, OR SANCTIONS IMPOSED BY ANY GOVERNMENTAL AUTHORITY IN CONNECTION WITH PROVIDER'S PROCESSING OF CUSTOMER DATA.
- 13.3 Required Insurance. The Provider will, at its own expense, obtain and maintain the following insurance:
- (a) General Commercial Liability: Commercial General Liability, with coverage including but not limited to premises/operations, contractual, personal and advertising injury, and products/completed operations liabilities, with limits of at least \$1,000,000 per occurrence and \$1,000,000 in aggregate for bodily injury and property damage combined. Customer shall be named as an additional insured, with

the standard “separation of Insureds” provision or an endorsement for cross-liability coverage.

- (b) Workers’ Compensation: If any persons are employed, or uninsured independent contractors are hired, by the Provider at any time during the term of this Agreement, Workers’ Compensation insurance, including coverage for all costs, benefits, and liabilities under Workers’ Compensation and similar laws which may accrue in favor of any person employed by the Provider, for all states in which the Provider will perform services for Customer, and Employer’s Liability insurance with limits of liability of at least \$500,000 per accident or disease and \$1,000,000 aggregate by disease.
- (c) Automobile: Automobile Liability insurance for owned, non-owned and hired vehicles, with limits of at least \$1,000,000 per occurrence for bodily injury and property damage combined. If no vehicles are owned or leased, the Commercial General Liability insurance shall be extended to provide insurance for non-owned and hired automobiles in lieu of separate Automobile Liability insurance. Limits of liability requirements may be satisfied by a combination of Automobile Liability and Umbrella Excess Liability policies.
- (d) Errors and Omissions Insurance: Errors and Omissions insurance with a \$1,000,000 limit for each wrongful act and aggregate of \$3,000,000, including an extended reporting period endorsement (“tail policy”) for the term of three years in the amount of not less than \$1,000,000 per claim if professional services are being rendered.

14. FORCE MAJEURE EVENT.

- 14.1 Provider shall not be responsible for any failure or delay in performance of its obligations under this Agreement to the extent caused by a Force Majeure Event. Any such delay shall be excused for the full duration of the Force Majeure Event and for such additional time as may be reasonably necessary for the Provider to resume performance. The Provider shall use commercially reasonable efforts, as determined in its sole discretion, to mitigate the impact of such Force Majeure Event. The Provider shall provide notice to the Customer as soon as practicable after the occurrence of any such event. For the avoidance of doubt, during a Force Majeure Event, the Provider shall not be liable for any failure or delay in providing Hosted Services, including back-up and recovery of Customer Data, and any service level requirements shall be suspended. Customer’s obligation to pay all Fees under any Service Order shall remain unaffected and continue in full force and effect.

15. TERMINATION.

- 15.1 If either party materially breaches any of its duties or obligations hereunder (other than a failure to make a payment when due), and such breach is not cured within thirty (30) calendar days after written notice of the breach specifying the nature of the material breach, or the breaching party is not diligently pursuing a cure the breach, then the non-breaching party may terminate this Agreement or the affected Service Order for cause as of a date specified in such notice.
- 15.2 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if the other party is (a) dissolved; (b) ceases to conduct all (or substantially all) of its business; (c) becomes unable to pay its debts as they fall due; (d) is or becomes insolvent; (e) is declared insolvent; (f) makes an assignment for the benefit of creditors; or (g) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party. Either party may terminate this agreement for convenience by giving the other party not less than ninety (90) days written notice of termination.

- 15.3 Upon expiration or earlier termination of this Agreement or any Service Order, each party shall (a) promptly return to the other party, or certify the destruction of, any of the following of the other party held in connection with the performance of this Agreement or the Hosted Services: (i) all Confidential Information and (ii) any other data, programs, and materials; and (b) return to the other party, or permit the other party to remove, any properties of the other party then situated on such party's premises. The parties agree to work in good faith to execute the foregoing in a timely and efficient manner.

16. MISCELLANEOUS.

- 16.1 Governing Law. This Agreement is construed, interpreted, governed and enforced under and in accordance with the laws of the State of Texas, without reference to the principles of conflicts of law.
- 16.2 Dispute Resolution. In the event of any dispute or disagreement between the parties with respect to the interpretation of any provision of this Agreement, or with respect to the performance of either party hereunder, Customer and the Provider engagement managers will meet for the purpose of resolving the dispute. If the parties are unable to resolve the dispute within ten (10) working days, or such greater period as agreed by the parties, either project manager will have the right to submit the dispute to the Provider's vice president level and Customer's executive level (the "Representatives") who will meet as often as the parties reasonably deem necessary in order to gather and furnish to each other all essential, non-privileged information that the parties believe germane to resolution of the matter at issue. During the course of these nonjudicial dispute resolution procedures, documents used to resolve the dispute shall be limited to essential, non-privileged information. All requests shall be made in good faith and be reasonable in light of the economics and time efficiencies intended by the dispute resolution procedures. The Representatives may mutually agree to appoint a neutral advisor to facilitate negotiations and, if requested by both parties, to render nonbinding opinions. No formal proceedings for the judicial resolution of any dispute may be commenced until sixty (60) calendar days following initiation of negotiations under this Section or for such shorter period as the parties may mutually agree to in writing. If the parties are unable to resolve the dispute within such period, then the dispute shall be finally resolved by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration shall be conducted by one arbitrator selected in accordance with the AAA Rules. The place of arbitration shall be San Antonio, Texas. The arbitration shall be conducted in English. The arbitrator shall have the power to grant any remedy or relief that they deem just and equitable, including but not limited to injunctive relief, whether interim and/or final, and any provisional measures ordered by the arbitrator may be specifically enforced by any court of competent jurisdiction. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration.
- 16.3 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and assigns, other than Customer's Affiliates, their customers and the Authorized Users.
- 16.4 Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given and made: (a) when personally delivered; (b) three (3) Business Days after having been mailed by registered or certified mail, postage prepaid, return receipt requested; (c) one (1) Business Day after having been sent by overnight courier service; or (d) when sent by electronic mail (with read receipt requested) during normal business hours on a Business Day, and otherwise on the next Business Day. All such notices shall be addressed to the parties at the addresses set forth on the Cover Page of this Agreement, or to such other party and delivered by registered mail (return receipt requested), recognized next Business Day air courier, or personal service to the addresses set forth on the Cover Page of this Agreement,

or as changed through written notice to the other party.

- 16.5 Amendments and Waivers. This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both parties. No waiver by either party of any right or remedy hereunder shall be valid unless the same shall be in writing and signed by the party giving such waiver. No waiver by either party with respect to any default, misrepresentation, delinquency, or other breach hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation, delinquency, or other breach hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.
- 16.6 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be illegal, invalid, void, or unenforceable, then such provision shall be deemed modified to the extent necessary to make such provision enforceable by such court, and the invalidity in whole or in part of any portion of this Agreement shall not impair or affect the validity or enforceability of the remaining provisions of this Agreement.
- 16.7 Counterparts. This Agreement may be executed in several counterparts and by .pdf signature, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the parties with the same effect as if all the signatures were upon the same instrument. An electronic signature shall be as legally effective as an original signature.
- 16.8 Entire Agreement. This Agreement, its exhibits and all executed Service Orders constitute the complete, final and exclusive statement of the agreement between the parties relating to the subject matter herein and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the parties relating to the subject matter herein. No modification or rescission of this Agreement shall be binding unless executed in writing by the parties.
- 16.9 Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
- 16.10 Consents and Approvals. Except where expressly provided as being in the discretion of a party, where approval, acceptance, consent or similar action by either party is required under this Agreement or the applicable Service Order, such action shall not be unreasonably withheld, conditioned, or delayed. Each party will cooperate with the other party by, among other things, making available, as reasonably requested by the other, management decisions, information, approvals, and acceptances in order that each party may properly accomplish its obligations and responsibilities hereunder. The Provider will cooperate with any Customer supplier performing services, and all parties supplying hardware, software, communication services, and other services and products to Customer.
- 16.11 Compliance with Laws. Both parties shall comply with all applicable federal, state, and local laws in connection with its use of and provision of the Services, including those laws related to data privacy and the transmission of technical or personal data. Customer shall not upload, post, reproduce or distribute any information, software or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.
- 16.12 Independent Service Provider. The Provider is an independent contractor in the performance of this Agreement, and nothing contained in this Agreement shall be construed to create or constitute a joint venture, partnership, agency, franchise, lease, or any other arrangement other than as expressly granted in this Agreement. The Provider is responsible for its own operation. The Provider shall exercise control over its employees, agents, representatives, subcontractors, and suppliers and is solely responsible for the verification of identity and

employment eligibility, for the payment of any wages, salaries, benefits or other remuneration of its employees, agents, representatives, subcontractors, and suppliers, and for the payment of any payroll taxes, contributions for unemployment or workers' compensation, Social Security, pensions, or annuities that are imposed as a result of the employment of the Provider's employees, agents, representatives, subcontractors, and suppliers.

- 16.13 Interpretation. The term this "Agreement" includes any Service Order, Exhibits, and Attachments to this Agreement. In this Agreement: (a) section headings are for reference only and do not affect the interpretation of this Agreement, (b) defined terms include the plural as well as the singular, and (c) "include" and its derivatives ("including," "e.g." and others) mean "including but not limited to."

[Signature Pages Follows.]

IN WITNESS WHEREOF, Provider and Customer have caused this Agreement to be signed and delivered by their duly authorized officers, all as of the date first herein above written.

PROVIDER

Trusted Driver, Inc.

By: _____

Name: Val Garcia

Title: President

CUSTOMER

[_____]

By: _____

Name: _____

Title: _____

SCHEDULE 2.1

Definitions

“Acceptable Use Policy” means the policy regarding Authorized Users’ use of the Platform and the Hosted Services attached hereto as **Exhibit C**.

“Account” means an account enabling a person to access and use the Hosted Services, including both administrator accounts and user accounts.

“Agreement” means this agreement including any exhibits, schedules and attachments and any amendments to this Agreement.

“Authorized User” means (a) Customer, (b) third-party contractors performing services on behalf of Customer, and (c) any individual or entity that is authorized by Customer.

“Business Day” means any weekday other than a bank or public holiday.

“Confidential Information” means the Customer Confidential Information or the Provider Confidential Information as required by the context.

“Confidential Personal Information” means the following information to which it has access during the performance of its services hereunder (which is a subset of Customer Confidential Information) must be held in the strictest confidence by Provider, including names, addresses, telephone numbers, account numbers, Social Security numbers, and demographic, financial and transaction information.

“Customer Confidential Information” means any and all non-public information (including the terms of this Agreement) received by Provider and its Personnel during the Term relating to Customer, any of its Personnel or Authorized Users in connection with this Agreement, including all strategies, forecasts, analyses financial information, employee information, information technology, and all other proprietary information that should be reasonably understood by the Provider to be confidential, regardless of the manner or medium in which it is furnished to or otherwise obtained by Provider, and whether or not marked, designated or otherwise identified as “confidential.” For clarity, Customer Confidential Information shall not include Customer Data to the extent Provider is permitted to use such data as set forth in the definition of Customer Data.

“Customer Data” means any and all data, works, content, information and materials uploaded to, input into or stored on the Platform by any Authorized User; transmitted by the Platform at the request of any Authorized User; supplied or provided by any Authorized User to the Provider for uploading to, transmission by or storage on the Platform; or generated, created or collected by the Platform as a result of the access to or use of the Hosted Services by any Authorized User (including all transactional data and master data, but excluding diagnostic data relating to the performance of the Platform and server log files).

“Defect” means any failure of the Platform or Hosted Services to comply in all material respects with the applicable Specifications.

“End-User” means the ultimate consumer or entity that directly interacts with and utilizes the Platform as provided by the Provider.

“Fees” means the amounts specified in each Service Order to be paid by Customer to the Provider for the right to access and use the Hosted Services during an applicable Term.

“Force Majeure Event” means an event, or a series of related events, that is beyond the reasonable control of the party affected, without such party’s fault or negligence and that by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable (including failures of the internet

or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks, wars, pandemics, epidemics, and actions or orders of governmental authorities).

“Hosted Services” means the Provider’s “software as a service” hosted on the Platform in Customer’s Instance to which the Customer and Authorized Users are granted access, via the internet, and use rights under this Agreement by the Provider as may be further described in the applicable Service Order.

“Instance” means a unique and dedicated application within the Platform.

“Intellectual Property Rights” means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights, including without limitation copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks and patents. All Intellectual Property Rights created, developed, or arising from the provision of services under this Agreement shall be owned exclusively by Provider, unless explicitly stated otherwise in a separate Statement of Work for customization services. Provider shall retain the right to use any general knowledge, skills, experience, ideas, concepts, know-how, and techniques gained or learned during the course of this Agreement for any purpose, provided that such use does not involve the disclosure or use of Customer Confidential Information.

“Maintenance and Support Services” means the general maintenance of the Platform and Hosted Services, and the application of Updates and Upgrades as well as support in relation to the use of and the identifications and resolution of errors in the Hosted Services.

“Service Order” means a document substantially in the form attached as **Exhibit A** signed by Customer for the Hosted Services, including the Services Term, Fees, Convenience Fee, Specifications for the Hosted Services and any other applicable terms agreed upon by the parties.

“Subscription Fees” the fees that cover comprehensive access to the Trusted Driver E-Citation Platform, including data analytics and court back-office services, ensuring full utilization of all features and functionalities on an annual basis. The Subscription Fees are exclusive of any applicable taxes, which shall be added to these amounts and payable by the Customer.

“Personnel” means the directors, officers, employees, partners, agents, advisers, independent contractors, subcontractors and outsourcers of a party or its Affiliates, as applicable; provided, that the Personnel of the Provider and its Affiliates will not be deemed to be Personnel of Customer, its Affiliates or their customers.

“Platform” means the technology platform owned and managed by the Provider through which it creates and issues e-citations to motorists.

“Provider Confidential Information” means any and all non-public information (including the terms of this Agreement) received by Customer, its Affiliates and their Personnel during the Term relating to Provider or any of their Personnel in connection with this Agreement, including all strategies, forecasts, analyses financial information, employee information, intellectual property, information technology information, any information exchanged between the parties and all other proprietary information that should be reasonably understood by Customer, Authorized Users and their Personnel to be confidential, regardless of the manner or medium in which it is furnished to or otherwise obtained by Customer, its Affiliates or their Personnel, and whether or not marked, designated or otherwise identified as “confidential.”

“Services Term” means the period of time for which Customer purchases the right to access and use Hosted Services, as set forth in the applicable Service Order.

“**Specifications**” means the descriptions of the features and functions of the Hosted Services and any performance specifications therefor set forth in the applicable Service Order.

“**Term**” means the term of this Agreement as specified in Section 4;

“**Update**” means a hotfix, patch or minor version update to any Platform software; and

“**Upgrade**” means a major version upgrade of any Platform software.

EXHIBIT A

SERVICE ORDER

This **SERVICE ORDER # _____** ("**Service Order** ") shall be incorporated in and governed by the terms of that certain **MASTER SOFTWARE AS A SERVICE AGREEMENT** dated _____, by and between Trusted Driver, Inc. a Texas corporation ("**Provider**"), and _____, ("**Customer**"), (the "**Customer**", together with Service Provider, the "**Parties**") (the "**Agreement**"), as amended from time to time. Unless expressly provided for in this Service Order, in the event of a conflict between the provisions contained in the Agreement and those contained in this Service Order, the provisions contained herein shall prevail.

Services Term:	Start Date:	End Date:
Services Launch Date:	, which shall the same date as the date the Implementation Services are completed (the " Services Launch Date ").	
Authorized Users:		
Subscription Fee:	Year 1 = \$9,000 (10/1/25 – 10/1//26) *prorated from start date Year 2 = \$9,000 (10/1/26 – 10/1/27) Year 3 = \$9,000 (10/1/27 – 10/1/28)	
Service Fees:		
Convenience Fee:	6% online convenience fee with Catalyst	
Payment Schedule:	Annually	
Description of Services:	E-Citation: Trusted Driver's innovative E-citation platform encompasses one federated search and features. Cutting-edge voice-to-text technology, lightning-fast data returns, and self-populating e-forms. Analytical Dashboard Data: Maximize your department's ability to identify traffic enforcement trends and turn them into actionable results. Compile race and profile data from each traffic stop into a report that meets certain state-mandated reporting requirements. Vehicle Locator: A comprehensive and powerful analytical platform with real-time data visualization capabilities, offering valuable insight and investigative advantages to the entire law enforcement agency.	
Responsibilities, Deliverables, and/or Activities:	Responsibilities: Collecting Customer Data: Customer is responsible for providing essential information for the Trusted Driver team. This includes details such as the Customer's representative name, contact information, preferred date and time for the service, and any specific instructions or requirements.	

	It is the Customer's responsibility to initiate contact with the relevant parties, such as Justice of the Peace, Municipalities, Court Administrators and IT personnel. This can be done by reaching out through appropriate channels, such as email, phone calls, or scheduled meetings, based on the preferred mode of communication specified by the respective parties. Assigning a Trusted Driver Trainer: Once the customer's availability is confirmed, a Trusted Driver trainer will be assigned to the customer based on availability and customer preferences, ensuring a reliable and satisfactory service experience. Customer Support: In case of any issues or queries, Trusted Driver provides customer support channels to address customer concerns and provide assistance throughout the process via online, phone, or email.
Specifications:	Trusted Driver is a web-based solution that offers the convenience of accessing its features and functionalities through a web browser, eliminating the need for any external hardware. With Trusted Driver, users can securely log in to the platform using their preferred device—whether it's a desktop computer, laptop, tablet, or smartphone—without the requirement of additional hardware installations. By being web-based, Trusted Driver ensures easy accessibility for users from anywhere with an internet connection.
Description of Implementation Services (if any):	Trusted Driver offers comprehensive implementation services to ensure a seamless integration and successful deployment of their solutions. These services are designed to assist customers throughout the entire implementation process. Here is a brief description of the implementation services provided by Trusted Driver: Solution Assessment: Trusted Driver begins by conducting a thorough assessment of the customer's requirements, objectives, and existing infrastructure. This involves gathering information about the customer's specific needs, understanding their operational workflows, and identifying any unique considerations or challenges. Customization and Configuration: Based on the assessment, Trusted Driver works closely with the customer to customize and configure the solution to align with their specific requirements. This may involve tailoring features, settings, or functionalities to optimize the solution's performance and integration with the customer's existing systems. User Training and Documentation: Trusted Driver offers comprehensive training programs and documentation to educate the customer's staff on effectively utilizing the solution. This includes user guides, manuals, and interactive training sessions to ensure that all users have the necessary knowledge and skills to leverage the solution's capabilities. Testing and Quality Assurance: Trusted Driver conducts rigorous testing and quality assurance processes to validate the solution's

	functionality, performance, and reliability. This includes conducting various tests, such as user acceptance testing (UAT), system integration testing (SIT), and regression testing, to identify and address any issues or discrepancies. Project Management and Support: Throughout the implementation process, Trusted Driver provides dedicated project management and support resources. These professionals collaborate closely with the customer's team, ensuring effective communication, timely progress updates, and prompt issue resolution.
Description of Support Services:	Go-Live Assistance: Trusted Driver offers go-live assistance to support a smooth transition from implementation to production. This includes providing on-site or remote support during the go-live phase, addressing any immediate concerns, and ensuring that the solution is fully operational and meeting the customer's expectations. Project Manager: The Project Manager for the Client will be responsible for establishing and administering controls to ensure the quality of deliverables are acceptable to the Client. The Project Manager will also make decisions about any changes to the implementation plan or technical aspects of the system.
Description of Training (if any):	Obtain & Review Customer's Hardware: Trusted Driver offers virtual training services where their experts visit the customer's location to obtain and review the required hardware. This includes assessing the customer's existing infrastructure, such as computers, mobile devices, and peripherals, to ensure compatibility and readiness for the implementation. Remote Training: Trusted Driver provides virtual training services to educate customers on how to effectively use their solutions. Through online platforms and video conferencing, their trainers guide users through the features and functionalities of the service, answer questions, and address any concerns, enabling users to gain proficiency remotely. Online Tutorial Videos: Trusted Driver offers a comprehensive library of training videos that customers have access to, providing an educational resource to effectively use their solutions. This extensive video library serves as a valuable knowledge base, equipping customers with the necessary information and guidance to make the most of Trusted Driver's services. Project Management: Trusted Driver offers project management services to oversee the implementation process from start to finish. Their experienced project managers collaborate closely with the customer's team, ensuring smooth coordination, timely updates, and effective resolution of any issues that may arise during the training and implementation phases.

	Set Up & Configuration: Trusted Driver's experts assist customers in setting up and configuring the service solution according to their specific requirements. This includes tailoring the solution's settings, user roles, permissions, and any necessary integrations with existing systems to optimize performance and functionality. Train-The-Trainer On-Site Training: Trusted Driver provides train-the-trainer on-site training to ensure that customers have internal resources capable of effectively training and supporting their own staff. Their trainers work closely with designated trainers from the customer's organization, equipping them with the knowledge and skills necessary to deliver training sessions to their team members. Court Training (In-Person and/or Virtual): Trusted Driver conducts court training sessions, virtually, to familiarize court personnel with the online court portal and its functionalities. These sessions aim to educate court staff on how to effectively utilize the solution in their daily operations, streamlining processes and enhancing efficiency within the court environment. Trusted Driver's training services encompass obtaining and reviewing customer hardware, remote training, project management, setup and configuration assistance, train-the-trainer on-site training, and court training sessions. By providing these services, Trusted Driver ensures that customers receive comprehensive training tailored to their specific needs, enabling them to leverage the software solution effectively and maximize its benefits.
Customer Contacts:	Resource – Department Lead (POLICE) – TBD Delegate Resource – Department Lead (COURT) – TBD Delegate Resource – Department Lead (IT) – TBD Delegate Documentation originated by the Customer includes: Application Programming Interface documents (API's) for any third-party software system to which the Trusted Driver Services will interface and exchange data. Legacy system data documentation and data, when applicable, in a format suitable for conversion into the Trusted Driver Platform (please refer to section titled Data Conversion) Workflow documentation on the Customer's current business processes Copies of pertinent ordinances or other controlling authorities Fee Schedules, when applicable

	■ Copies of existing forms and other documents presented to the public and expected to be derived from the Trusted Driver Services.
Provider Representatives:	Ron Heinrich, VP of Trusted Driver ron.heinrich@mytrusteddriver.com Todd Berdan, Operation Specialist todd.berdan@mytrusteddriver.com Selena Garza, Project Manager selena.garza@mytrusteddriver.com Eva Atkison, Court Specialist eva.atkison@mytrusteddriver.com
Additional Customer Obligations:	Risk: Delays in the project timeline will occur if appropriate Customer staff is unavailable to meet with or respond to Provider for timely decisions and or directions. Mitigation: The Customer should ensure that staff assigned to this project is given sufficient priority and authority to work with Provider while completing other Customer responsibilities in a timely fashion. Acknowledgment Process: Acknowledgment must be based on criteria. The objectives and tasks of each stage of a project provide the basic criteria by which to judge acceptance of a stage is to be granted. Within each stage, additional criteria may be developed by team members on which to judge future stages. For example, User Acceptance Testing will be based on criteria developed in earlier stages.

Executed on the dates set forth below by the undersigned authorized representatives of the Parties to be effective as of the Start Date.

("Customer")

TRUSTED DRIVER INC.
("Provider")

By:
Name:
Title:
Date:

By:
Name: Val Garcia
Title: President/CEO
Date:

EXHIBIT B**CHANGE ORDER FORM**

This Change Order is entered into pursuant to the Master Software as a Service Agreement (the “Agreement”) between Trusted Driver, Inc. (“Provider”) and the Customer identified below. This Change Order will be governed and controlled by the terms of the Agreement. Capitalized terms not defined in this Change Order will have the meanings set forth in the Agreement.

Customer: _____
 Effective Date of Change Order: _____
 Change Order Number: _____

1. PURPOSE. This Change Order documents the mutually agreed-upon scope, deliverables, and fees for requested customizations to the Trusted Driver platform and/or related services.
2. SCOPE OF WORK. The parties agree that the following customization(s) will be provided by the Provider. Only the items checked below apply to this Change Order:

2.1 ☐ QR Card Modifications.

- Description of requested modifications: _____
- Service Charge: \$ _____
- Note: Subsequent customization requests beyond the initial scope will be subject to additional charges.

2.2 ☐ Form Digitization.

- Number of forms to be digitized: _____
- Rate: \$1,000 per form.

2.3 ☐ Annual Storage and Analytics Push Service.

- Number of forms covered: _____
- Annual Fee: \$400 per form

2.4 ☐ Integration Services.

- Description of requested integration(s): _____
- Rate: \$ _____ (hourly or fixed project fee)

2.5 ☐ Platform Standardization and Additional Customizations.

- Description of requested customization(s): _____
- Rate: \$150 per hour (or fixed fee if agreed): \$ _____

3. DELIVERABLES. The Provider will deliver the following:

- 4. TIMELINE.
- 5. FEES AND PAYMENT. Fees for the above services are in addition to any Subscription or Convenience Fees under the Agreement.
- 6. ACCEPTANCE CRITERIA. Deliverables will be deemed acted upon written confirmation by Customer that they meet the specifications described in this SOW.

ACCEPTED AND AGREED:

Trusted Driver, Inc.

By: _____
Name: _____
Title: _____

Customer

By: _____
Name: _____
Title: _____

EXHIBIT C**ACCEPTABLE USE POLICY**

CUSTOMER SHALL NOT AND SHALL NOT ALLOW ANY AUTHORIZED USERS TO USE THE PLATFORM OR THE HOSTED SERVICES:

- A. TO VIOLATE, OR ENCOURAGE THE VIOLATION OF, THE LEGAL RIGHTS OF OTHERS (FOR EXAMPLE, THIS MAY INCLUDE ALLOWING AUTHORIZED USERS TO INFRINGE OR MISAPPROPRIATE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS IN VIOLATION OF THE DIGITAL MILLENNIUM COPYRIGHT ACT);
- B. TO ENGAGE IN, PROMOTE OR ENCOURAGE ILLEGAL ACTIVITY;
- C. FOR ANY UNLAWFUL, INVASIVE, INFRINGING, DEFAMATORY OR FRAUDULENT PURPOSE (FOR EXAMPLE, THIS MAY INCLUDE PHISHING, CREATING A PYRAMID SCHEME OR MIRRORING A WEBSITE);
- D. TO INTENTIONALLY DISTRIBUTE VIRUSES, WORMS, TROJAN HORSES, CORRUPTED FILES, HOAXES, OR OTHER ITEMS OF A DESTRUCTIVE OR DECEPTIVE NATURE;
- E. TO INTERFERE WITH THE USE OF THE HOSTED SERVICES, OR THE PLATFORM OR EQUIPMENT USED TO PROVIDE THE HOSTED SERVICES, BY AUTHORIZED USERS;
- F. TO DISABLE, INTERFERE WITH OR CIRCUMVENT ANY ASPECT OF THE HOSTED SERVICES;
- G. TO GENERATE, DISTRIBUTE, PUBLISH OR FACILITATE UNSOLICITED MASS EMAIL, PROMOTIONS, ADVERTISEMENTS OR OTHER SOLICITATIONS ("SPAM"); OR
- H. IN ANY WAY THAT IS UNLAWFUL, ILLEGAL, FRAUDULENT, OR HARMFUL; OR IN CONNECTION WITH ANY UNLAWFUL, ILLEGAL, FRAUDULENT, OR HARMFUL PURPOSE OR ACTIVITY.

EXHIBIT D

INFORMATION SECURITY

The Provider shall provide the following information security measures:

Logical Access Controls: The Provider agrees to employ effective logical access control measures over all systems used to create, transmit, or process Customer Confidential Information, including but not limited to:

User authentication must use unique identifiers (“**User ID’s**”) consistent with individual accountability; shared User ID’s do not provide the level of accountability required by Customer.

A complex password policy, including the prohibition of clear-text credentials must be enforced.

User access rights/privileges to information resources containing Customer Confidential Information must be granted on a need-to-know basis consistent with role-based authorization.

User access to Customer Confidential Information must be removed immediately upon user separation or role transfer eliminating valid business need for continued access.

Default passwords and security parameters must be changed in third-party products/applications used to support Customer Confidential Information.

Network Security Architecture: The Provider agrees to employ effective network security control measures over all systems used to create, transmit, or process Customer Confidential Information including but not limited to:

Firewalls shall be operational at all times and shall be installed at the network perimeter between Service Provider’s internal (private) and public (Internet) networks.

Properly configured and monitored IDS/IPS (Intrusion Detection Systems/Intrusion Prevention Systems) must be used on Service Provider’s network.

Databases must be logically or physically separated from the web server, and the database may not reside on the same host as the web server, where applicable.

The database and other information systems used for the purposes of processing Customer Confidential Information must have only those services/processes and ports enabled to perform routine business. All other services/processes on the host must be disabled.

All information systems, repositories, etc. used for Customer by the Provider, or its business partners, must be physically located in a controlled data center environment used for the purpose of protecting information systems.

Secure channels (e.g., SSL, SFTP, SSH, IPSEC, etc.) must be used at all times for inter-host communications.

Physical Access Controls: The Provider agrees to maintain servers, databases, and other hardware and software components that store information related to Customer’s business activities in an access-controlled and consistently monitored Data Center secured by appropriate alarm systems, which will be logically separate from all unrelated party’s hardware, software or information.

Protection of Customer Confidential Information: In addition to what may be described in the Agreement or Service Order to which this Exhibit D is attached, the Provider agrees to protect Customer Confidential Information as it would its own. For purposes of clarity, Customer Confidential Information may include, but is not limited to, the following:

Credit Card numbers

Credit Card validation codes

Personal Identification (PIN) numbers

Loyalty Card numbers with or without any associated PIN or access code

Checking Account number (alone or in combination with checking account routing information)

Bank Account number (alone or in combination with routing information)

Driver's License number or state-issued Identification Card number

Customer or Employee names, in whole or in part

Customer or Employee postal address

Customer or Employee email address

Date of Birth

Social Security numbers

Health Insurance Card or Policy Identification Number

Medical or Health Information

Personal Telephone number (when used with a customer/employee name or address)

Additionally, the Provider agrees to adhere to the following controls surrounding the use and protection of Customer Confidential Information:

Confidential Information must be appropriately protected to the extent possible or encrypted (256-bit minimum) utilizing strong key management processes (e.g., access controls over keys, segregation of duties, documented processes, etc.).

Ensure secure processes and procedures (e.g., degaussing, anti-static bags, etc.) for handling or removal of physical media or equipment that may contain Customer Confidential Information.

Clear text (ftp, telnet, etc.) protocols may not be used to access or transfer Customer Confidential Information. Customer Confidential Information must be encrypted when stored on portable media, which by way of example shall include USB sticks, portable hard drives, laptops, DVD/CDs, and when transmitted on wireless networks or across public networks.

Customer Confidential Information in its original identifiable form may not be sold or used for direct marketing or solicitation purposes. However, Provider may use, copy, analyze, and commercialize Customer Confidential Information in anonymized or aggregated form that cannot reasonably identify individual customers or users. Such use includes but is not limited to: improving Provider's services, developing new products, creating statistical analyses, selling industry insights, and other commercial purposes, provided such use complies with applicable privacy laws and regulations.

Customer Confidential Information (data) must be segregated (physically and logically if in a database or virtual (VM) environment) from Provider's other customers. If data is not physically segregated from other customers,

systems, or applications unrelated to Customer, the Provider must provide appropriate data security controls over data at rest, including, access controls and encryption.

Payment Card information must be masked on display rendered in a manner consistent with the Payment Card Industry Data Security Standard (PCI-DSS), the Fair and Accurate Credit Transaction Act (FACTA) and all other applicable laws and regulations.

The Provider must disclose where Customer data will be stored and processed. Storage and Processing Customer Confidential Information shall take place within the United States.

Vulnerability Management Controls: The Provider agrees to employ effective vulnerability management control measures over all of its systems used to create, transmit, or process Customer Confidential Information, including; but, not limited to:

Regular monitoring to ensure the protection of Customer Confidential Information.

Any actual security breach that involves Customer Confidential Information will be reported Customer within a reasonable period of time after Provider's knowledge of such breach. The Provider shall perform a root cause analysis as well as provide detailed information about measures taken by the Provider to prevent future breaches. All efforts to rectify or resolve the situation must include subsequent and regular notification for the reported incident.

The Provider agrees to provide full cooperation with Customer and in the event of a data breach involving Customer Confidential Information.

Customer shall be notified of security vulnerabilities that the Provider becomes aware of, and shall be subsequently notified when said vulnerability is remediated, including a description of the specific remediation steps taken.

Data Recovery and Availability:

The Provider must utilize industry best practices for data, services, and communications recoverability.

The Provider must provide company name, address, and contact information on all third-party relationships as well as services provided by each wherever those services create, transmit, or process Customer Confidential Information.

CITY OF EVERMAN, TEXAS

RESOLUTION NO. 2025-10-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS APPROVING AN AGREEMENT WITH TRUSTED DRIVER, INC. FOR A TICKET WRITING SOFTWARE SYSTEM; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Everman, through its Police Department, has identified the need to upgrade its current ticket writing processes to a new digital software-based system in order to improve efficiency, accuracy, and data management; and

WHEREAS, after evaluating available options, City staff has recommended entering into an agreement with Trusted Driver, Inc. for provision of electronic citation software and for the implementation, licensing, and support of said software;

WHEREAS, having considered the proposed terms and conditions of the Agreement, the City Council finds it to serve the health and safety of the public and to be in the public interest to approve that agreement and to authorize the City Manager to execute such agreement;

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

SECTION 1. The Master Software as a Service Agreement with Trusted Driver, Inc., attached hereto and incorporated herein by this reference as Exhibit “A,” is hereby approved and the City Manager is hereby authorized to execute said Agreement, in substantially the form of that attached as Exhibit “A,” on behalf of the City, along with any additional necessary and related documents.

SECTION 2. This Resolution shall become effective immediately upon passage.

PASSED AND APPROVED THIS 14th DAY OF OCTOBER 2025.

APPROVED:

Ray Richardson Mayor

ATTEST:

Mindy Parks, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney

4910-9330-3153, v. 1

EXHIBIT A

4910-9330-3153, v. 1



CITY OF EVERMAN

212 N. Race St.
Everman, TX 76140

To whom it may concern,

This letter is to formally document the relocation of our bulk water meter from the Shelby Well lot to Wichita Street to provide service for the Tarrant County Wichita project.

The relocation was necessary due to the fact that during the prior month, the Waterton Construction Group did not record any usage of the water meter. As an emergency arose, the meter was temporarily placed into service at the Wichita project site to ensure that the project could proceed without interruption.

We appreciate your understanding regarding this matter. Feel free to contact my office if further clarification is needed.

Sincerely,

Gilberto Ramirez

Director of Public Works

gramirez@evermantx.net

Cell: 817-675-2134

City of Everman

 Transactions

 OpenGov
Cloud

Account number	Name	Address
050-9107533-003	WATERTON CONSTRUCTION GROUP	212 N RACE ST

Total Due	Current Due	30-60 Days	60-90 Days	90 Plus Days	Write Off Bal	Aged Date	Cycle	Status
0.00	0.00	0.00	0.00	0.00	0.00	08/28/2025	1	F

Trans Date	Trans Type	Water	Sewer	Refuse	Recycle	Tax	WT Cons	Other	Non A/R	A/R Total	Balance
09/15/2025	Adjustment	-52710.45	0.00	0.00	0.00	0.00	-9117000	0.00	0.00	-52710.45	0.00
08/28/2025	Billing	52700.00	0.00	0.00	0.00	0.00	7750000	0.00	0.00	52700.00	52710.45
08/19/2025	Penalty	0.00	0.00	0.00	0.00	0.00	0	0.95	0.00	0.95	10.45
07/29/2025	Billing	9.50	0.00	0.00	0.00	0.00	0	0.00	0.00	9.50	9.50
07/02/2025	Payment	-1500.00	0.00	0.00	0.00	0.00	0	0.00	0.00	-1500.00	0.00
07/02/2025	Adjustment	1500.00	0.00	0.00	0.00	0.00	0	0.00	0.00	1500.00	1500.00
06/24/2024	Beg Bal	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00
	SERVICE TOTALS	-0.95	0.00	0.00	0.00	0.00	0.00	0.95			0.00

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Next >

 Reading HistoryOpenGov
Cloud

Account	Name	Address	Status
050-9107533-003	WATERTON CONSTRUCTION GROUP	212 N RACE ST	A
Service Code	Sequence		
WT	1		

Meter Number	Meter Manufacturer	Billing Period	Reading Date	Meter Reader	Current Read	Multiplied Consumption	Estimated Reading	Processed By Billing
19107533	FH	09/2025	07/22/2025	RM	11153	8/28 1367000	No	No
19107533	FH	08/2025	07/22/2025	RM	9786	7750000	No	Yes
19107533	FH	07/2025	07/02/2025		2036	✓ 0	No	Yes

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1

Next >

2030

8/28

 Customer Comment InquiryOpenGov
Cloud**Customer**

9846 1

Name

WATERTON CONSTRUCTION GROUP

Account

050-9107533-003

Address

212 N RACE ST

Comment date

09/15/2025

Sequence number

1

Extended comment

SPOKE TO RYAN M. AND GILBERT AND IT WAS CONFIRMED THAT THIS METER WAS TAKEN FROM SHELBY & FOREST HILL BY TARRANT COUNTY. I WAS TOLD TO ZERO OUT THIS ACCOUNT.

Date created

09/15/2025

Userid created

emartinez

Time created

16:02:33

Date modified

09/15/2025

Section 8, ItemG.

Userid modified

emartinez

CITY OF EVERMAN, TEXAS

RESOLUTION NO. 2025-10-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, AUTHORIZING THE CITY MANAGER TO APPROVE AN ADJUSTMENT IN THE AMOUNT OF FIFTY-TWO THOUSAND SEVEN HUNDRED TEN DOLLARS AND FORTY-FIVE CENTS (\$52,710.45) ASSOCIATED WITH THE WATER ACCOUNT FOR TARRANT COUNTY PRECINCT 1; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS,

The City of Everman Public Works Department, in coordination with Tarrant County Precinct 1, facilitated the relocation of a bulk water meter from the Shelby Well lot to Wichita Street to support the Wichita Street Improvement Project; and

WHEREAS,

The relocation was performed to ensure continuous service to the project when the Waterton Construction Group, acting as a contractor for the County, temporarily required water access at the new project site; and

WHEREAS,

Subsequent review of account records and usage data for account number **050-9107533-003** (Waterton Construction Group) confirmed that the meter was removed from its prior location and placed in service under the County's project oversight; and

WHEREAS,

On September 15, 2025, City staff, including the Director of Public Works, confirmed that this meter was transferred for County use and that the balance should be zeroed out, necessitating an administrative adjustment in the amount of **\$52,710.45**; and

WHEREAS,

It is the recommendation of City staff that this adjustment be approved to reconcile the billing records and properly attribute the water usage and related charges to the Tarrant County Precinct 1 project.

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

1. The City Council hereby authorizes the **City Manager** to approve and process an adjustment in the amount of **\$52,710.45** associated with water account number **050-9107533-003**, attributed to Tarrant County Precinct 1.
2. The City Council further authorizes the City Manager to execute any related administrative or financial documentation necessary to complete this adjustment and ensure accurate recordkeeping.
3. This Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED THIS 14th DAY OF OCTOBER 2025.

APPROVED:

Ray Richardson Mayor

ATTEST:

Mindy Parks, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney

ORDINANCE NO. 844

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES, CITY OF EVERMAN, BY AMENDING CHAPTER 20, "UTILITIES," ARTICLE VIII "UTILITY AND TELECOMMUNICATIONS FACILITIES WITHIN THE RIGHT-OF-WAY" BY ADDING A NEW SECTION 20-350 "ROAD CLOSURE PERMIT REQUIRED"; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has previously adopted provisions governing utilities in the public rights-of way, including without limitation streets, roadways, and alleys within the City; and

WHEREAS, the City desires to update those provisions to incorporate provisions to require a permit for any construction work of any type by a utility that will require closure of all or any portion of a city street, roadway, or alley;

WHEREAS, the permit requirement is designed to ensure that a traffic control plan is approved and implemented to lessen the impact of such construction work on vehicular and pedestrian traffic within the City; and

WHEREAS, the City Council of the City of Everman finds it to serve the health, safety and general welfare of the City to approve this ordinance requiring a road closure permit for such utility work in the public rights-of-way within the City;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS THAT:

SECTION 1. That Chapter 20, "Utilities", Article VIII "Utility and Telecommunications Facilities Within the Right-of-Way" be and it is hereby amended by adding a new section 20-350 "Road Closure Permit Required; Fee" to read as follows:

"Sec. 20-350. – Road Closure Permit Required.

- (a) A person or entity shall obtain a road closure permit prior to performing any excavation, construction, relocation, removal, installation, repair, or maintenance of facilities within the public right-of-way which, for purposes of this Article, shall include without limitation streets, roadways, and alleys within the City, whenever that work will require or is reasonably anticipated to require the closure (temporary or permanent) of all or any portion of a street, roadway, or alley within the City. Work that obstructs or is reasonably anticipated to obstruct the flow of vehicular traffic on a street, roadway, or alley for any period of time will require a road closure permit.
- (b) Prior to commencing work which will require a road closure permit, the applicant shall submit to the Public Works Director:
 - 1. the road closure permit application which identifies the utility, the work to be performed, the location of the proposed work, and the dates and times of the proposed work,

2. a traffic control plan in a form approved by the Public Works Director;
and
 3. a signed statement that the work will be conducted in accordance with the traffic control plan.
- (c) The application and traffic control plan must be approved by the director and the permit issued before the work commences and the work must be performed in compliance with the approved traffic control plan and permit.
- (d) When performing work required by emergency conditions, the person or entity shall notify the city's police dispatcher, as promptly as possible, and the dispatcher shall notify the director of public works. The director shall determine if any city employee shall be required to be present for traffic control during emergency repairs. The person performing the emergency work shall submit to the city as soon as practicable, a reasonably detailed description of the work performed in the right-of-way and the traffic control plan that was utilized, if any."

SECTION 2. All ordinances of the City of Everman, Texas, in conflict with the provisions of this ordinance be and the same are hereby repealed and all other ordinances of the City not in conflict with the provisions of the ordinance shall remain in full force and effect.

SECTION 3. Should any section, paragraph, sentence, subdivision, clause, phrase, or provision 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 remainder of this ordinance or any other provision of the Code of Ordinances of the City.

SECTION 4. This ordinance shall take effect immediately upon its passage and adoption and the publication of the caption as the law and charter in such cases provide.

DULY PASSED by the City Council of the City of Everman, Texas, on this the 14th day of October, 2025.

APPROVED:

Ray Richardson, Mayor

ATTEST:

Mindi Parks, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
4917-9992-4586, v. 1