



DOUBLE OAK

Town of Double Oak
Town Council –Public Meeting
Double Oak Town Hall
320 Waketon Road, Double Oak
TX 75077
Monday, March 4, 2024
7:00 p.m.

OUT OF RESPECT FOR ALL THOSE IN ATTENDANCE, PLEASE REFRAIN FROM TALKING TO OTHER MEMBERS OF THE AUDIENCE DURING THE MEETING AND SILENCE CELL PHONES.

- I. Opening:** Call to Order
Roll Call
Invocation
Pledge of Allegiance – American Flag
Pledge of Allegiance – Texas Flag

“Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.”

II. Citizen Comments-Non-Agenda Subjects

- III. Consent Agenda** - All consent agenda items listed are considered to be routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda. Information concerning consent agenda items is available for public review.

1. Consideration and action on minutes of February 20, 2024. *
2. Consideration and action on Extended Warranty for Dell Server.
3. Consideration and action on Smarsh renewal June 23, 2024 to June 23, 2025 in the amount of \$3,874.07.

IV. Mayor, Council Members, and Staff reports:

3. Mayor and Council
4. Public Works - Code Enforcement – Animal Control
5. Administration
6. Public Safety
7. Roads Committee
8. Drainage Committee

V. New business agenda (consideration and action):

9. Discussion, consideration and action on expenses for the Double Oak 50th Birthday Celebration which are over \$2,000.

Presentation:

Deputy Mayor Pro Tem Pat Wellen

10. Discussion on expenses for the Double Oak 50th Birthday Celebration which are under \$2,000.

Presentation: Deputy Mayor Pro Tem Pat Wellen

11. Discussion, consideration, and action on appointing Laura Meilinger as the Town Treasurer.

Presentation: Mayor Patrick Johnson

12. Discussion, consideration, and action on funding and contracting with Denton County elections for early voting and election day voting for the May 4, 2024, general election.

Presentation: Town Secretary Eileen Kennedy

13. Discussion, consideration, and action on an Inter-Local Agreement between Denton County and the Town of Double Oak Police and Volunteer Fire Departments for Shared Governance Communications and Dispatch Services.

Presentation: Assistant Police Chief Cassandra Gaines

14. Discussion, consideration, and action on the MS4 5 Year SWMP Annual Report Review, Prepare & Submit Half Engineering.

Presentation: Public Service Coordinator Randall Anglin

VI. Old business agenda (consideration and action):

15. Discussion, consideration, and action on the purchasing of night vision equipment.

Presentation: Assistant Police Chief Cassandra Gaines

16. Council - staff announcements and comments:

- Eileen Kennedy will celebrate her 18-year anniversary with Double Oak on March 15, 2024.
- Randall Anglin will celebrate his 2-year anniversary with Double Oak on March 28, 2024.
- Saturday, May 4, 2024, is the General Election for Double Oak. Filing started on January 17, 2024, and ended on February 16, 2024, at 5:00pm.

Terms expiring are:

2-Year Term:

- Council Member - Jean Hillyer (Incumbent)

1-Year Term:

- Council Member - Mark Dieterich (Incumbent)
- Council Member - Khourschid Favero Dr. "K" (Incumbent)

17. Adjournment

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

The Town of Double Oak reserves the right to reconvene, recess, or realign the Regular Session or called Executive Session or order of business at any time prior to adjournment.

I certify that the above notice of meeting was posted by Friday, March 1, 2024, by 5:00 p.m. on:

- 1) The bulletin board located to the right of the front door at Town Hall, 320 Waketon Road, Double Oak, Texas.
- 2) On the Town's website (<https://www.doubleoak.texas.gov>)



Town Secretary

PUBLIC PARTICIPATION If you wish to address the Council, please sign the "CITIZENS WHO WISH TO SPEAK TO THE TOWN COUNCIL" sheet before the meeting begins. Pursuant to Section 551.007 of the Texas Government Code, citizens wishing to address the Council for items listed as public hearings will be recognized when the public hearing is opened. For citizens wishing to speak on a non-public hearing item, they may either address the Council during the Citizen Comments portion of the meeting or when the item is considered by the Town Council.

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodation or interpretive services must be made 48 hours prior to this meeting. Please contact the Town Secretary's office at 972.539.9464, fax 972.539.9613 or email to eileen.kennedy@doubleoak.texas.gov for additional information.

UNAPPROVED - NOT FOR PUBLICATION

**STATE OF TEXAS
COUNTY OF
DENTON TOWN OF
DOUBLE OAK**

The Double Oak Town Council met in regular session at 7:00 p.m. Tuesday, February 20, 2024, at the Double Oak Town Hall, located at 320 Waketon Road with the following members present to-wit:

Patrick Johnson	Mayor
Pat Wellen	Deputy Mayor Pro Tern
Jean Hillyer	Council Member
Mark Dieterich	Council Member
Khourschid Favero	Council Member

Mayor Pro Tem Gwartney was absent. Also in attendance were Town Secretary Eileen Kennedy, Assistant Town Secretary Lynn Jones, and Police Chief Ruben Rivas.

- I. **Opening:** Call to Order
 Roll Call
 Invocation
 Pledge of Allegiance - American Flag
 Pledge of Allegiance -Texas Flag

II. Citizen Comments Non-Agenda Subjects

JoAn Meyer, 170 Park Lane, commented on the Double Oak Volunteer Fire Department. Billie Garrett, 103 W. Carruth, announced the Pancake Breakfast and Egg Hunt on March 23. Ms. Garrett voiced concerns with additional funding for the 50th Birthday Celebration.

- III. Consent Agenda** - All consent agenda items listed are considered to be routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda. Information concerning consent agenda items is available for public review.

1. Consideration and action on minutes of February 5, 2024.

Motion Wellen, seconded by Favero to approve the consent agenda.

AYE: Wellen, Favero, Gwartney, Dieterich
NAY: None
ABSTAIN: Hillyer

Motion carried 4-0-1

IV. Mayor, Council Members, and Staff reports:

2. Mayor and Council – Deputy Mayor Pro Tem Wellen, Council Member Favero read prepared statements and one from Mayor Pro Tem Gwartney.*
3. Public Works - Code Enforcement – Animal Control
4. Administration
5. Public Safety
6. Roads Committee
7. Drainage Committee

V. New business agenda (consideration and action):

8. Discussion, consideration, and action on an engineering design estimate for a new septic system at Town Hall.

Motion Favero, seconded by Dieterich to approve the design of a new septic system at Town Hall in an amount not to exceed \$2,000.

AYE: Hillyer, Dieterich, Wellen, Favero
NAY: None
ABSTAIN: None

Motion carried 4-0-0

9. Discussion, consideration, and action on purchasing equipment to outfit admin Tahoe for patrol use.

Motion Wellen, seconded by Hillyer to approve the purchasing equipment to outfit admin Tahoe for patrol use in the amount of \$5,825.80.

AYE: Favero, Dieterich, Wellen, Hillyer
NAY: None
ABSTAIN: None

Motion carried 4-0-0

*a copy is attached and made a part of these minutes

10. Discussion, consideration, and action on a presentation for the purchasing of night vision equipment in the amount of \$4,395.00.

Motion Hillyer, seconded by Dieterich to postpone this item until the March 4, 2024, Council meeting.

AYE: Dieterich, Wellen, Hillyer, Favero
NAY: None
ABSTAIN: None

Motion carried 4-0-0

11. Discussion and consideration on consulting with Halff to begin building the construction plans and providing a cost analysis for the 2024 Mill & Overlay Project.

No action taken but will be on a future agenda.

12. Discussion, consideration, and action on purchasing a Dell Workstation through Texas DIR Contract DIR-TSO-3763 for the Detective to utilize software for video editing and redacting.

Motion Wellen, seconded by Hillyer to table the item.

AYE: Dieterich, Wellen, Hillyer, Favero
NAY: None
ABSTAIN: None

Motion carried 4-0-0

13. Discussion, consideration, and action on merit increases approved with the 2023-2024 budget.

Motion Favero, seconded by Wellen to approve the 3.5% merit increases.

AYE: Favero, Wellen, Dieterich
NAY: Hillyer
ABSTAIN: None

Motion carried 3-1-0

VI. Old business agenda (consideration and action):

14. Council - staff announcements and comments:

Mayor Johnson read a prepared statement regarding council decorum.*

- March 5, 2024, the Republican and Democratic Primary Elections will be held at Town Hall from 7:00 a.m. to 7:00 p.m.
- Saturday, May 4, 2024, is the General Election for Double Oak. Filing started on January 17, 2024, and ended on February 16, 2024, at 5:00pm.

Terms expiring are:

2-Year Term:

- Council Member - Jean Hillyer (Incumbent)

1-Year Term:

- Council Member - Mark Dieterich (Incumbent)
- Council Member - Khourschid Favero Dr. "K" (Incumbent)

15. Adjournment

With no further business to come before the Council the meeting was adjourned at 8:33 p.m.

Approved:

Patrick Johnson, Mayor

Attest:

Eileen Kennedy, Town Secretary



*a copy is attached and made a part of these minutes

Council woman Hiller made false accusations numerous times against council members and the mayor. She has accused me during a council meeting of breaking quorum, which after consulting with our town attorney on quorum rules was found to be false – but never an apology to me or statement from her to the town that she was wrong.

She has again made a false statement about the Mayor during the January 16th council meeting accusing him of stealing from town employees. This is also not true. The mayor was in fact following Town Ordinance 9.401 Personnel Performance Evaluations which states....

← **Town of Double Oak, TX** / Code of Ordinances / Personnel →
ARTICLE 9.400 PERSONNEL POLICIES

§ 9.401 Personnel Performance Evaluations. >

§ 9.401 Personnel Performance Evaluations.

- (a) All town employees shall be reviewed and evaluated at least annually by the employee's department director or, if none, by the mayor. The mayor shall approve a uniform evaluation form to be used by the mayor or by department directors for evaluations. The form shall provide objective criteria to be used in evaluating employee performance.
- (b) If and to the extent that the town council has authorized increases in employee compensation that are intended to be based on merit, a merit-based increase in salary, wages or other compensation shall be based on and supported by the employee's performance evaluation.
- (c) Increases in compensation to any employee or class of employees shall first be approved by the city council if the increase in compensation has previously been approved in the fiscal year budget. Budgeted wage or salary increases shall not serve to automatically authorize an increase in employee compensation.

(Ordinance 23-07 adopted 9/21/2023)

The mayor was upholding the town ordinances and also fulfilling his pledge of better town governance by putting in place objective criteria for employee performance reviews and raises based on merit not just government entitlements.

February 20, 2024

Mayor Johnson and Town Council, I am sorry I can not make it to the Council meeting tonight. I was going to make a motion to censure Councilwoman Hillyer, but I can not be there. I hope that another Council person will make the motion. At the Town Council meeting on the 16th of Jan 2024, Councilwoman Hillyer accused the Mayor of being a thief. Before the motion to censure is made, I would like to give Councilwoman Hillyer a chance to apologize.

She said – “I'm going to scold the mayor, I'm picking on you tonight”

She then accused the Mayor of theft by the town holding onto money, because the Mayor did not complete the merit reviews.

The Mayor, whether you like him or not deserves our respect. The Mayor and I don't always agree, but I will show respect to him as the Mayor. To wrongfully accuse the Mayor of theft is disrespectful and divisive to the town. You did not ask about merit raises, you just accused the Mayor.

Jaqui Barrow, who is a registered Democrat, your friend and one who endorsed you in your failed run for Mayor said in a Facebook post and I quote:

Gossip, hearsay, chatter, they are all part and parcel of social media. But when someone goes so far as to falsely accuse another, without proof mind you, and do it in such a way as to try and ruin their reputation, well that is completely unacceptable.

In this case an elected official's good name and reputation is being besmirched (buh-smurch) by another resident of this town. And frankly, hasn't Double Oak had enough of public officials' reputations being attacked and/or ruined in its recent history?

I say ENOUGH! end quote:

I will ask you Councilwoman Hillyer, will you apologize to the Mayor for calling him a thief?

Mike Gwartney Mayor Pro Tem

If she apologize:

Thanks for your apology and there is no need to censure.

If she does not apologize:

I would like to move that we censure Councilwoman Hillyer

Suggestion to Mayor if the motion carries:

The motion is carried. Councilwoman Hillyer, you have been censured by the Town Council. A censure indicates the Council's displeasure of your comments to the Mayor.

Town council 2/20/24

I would like to say something about the comment made in our council meeting in January. The comment is the one made by council member Jean Hillyer at the end of the meeting in which she claimed that the mayor is a thief and that he is stealing money from the employees of the town of Double Oak. I am just so shocked that a council member could use such defamatory words so carelessly.

It was definitely a bold statement made by Jean towards the mayor, but more importantly, it is blatantly false. There is no financial gain to the mayor in delaying reviews of the staff. If you are worried about the employees of the town you can state that in a more professional manner. Maybe I'm just not used to the way politics works on a local level. I went to a professional graduate school in which studying ethics was not just recommended but it was required. I am very surprised that there is a member of this council who just merely doesn't understand the basics of how you are supposed to conduct yourself and, in this case, that involves respecting your fellow council members and the mayor as well. We are all volunteer. We are all busy people and we all want to use some of our precious time in order to give back to our town of Double Oak. There is no room for mud slinging in our town. This is not representative of our town and apologies are necessary.

I feel like this is a prime reason why we need to open up discussions, once again, into having an enforceable code of ethics. While most of us do live by a personal code of ethics, it is obvious that not everyone does and there needs to be rules in place as well as consequences if those rules are not followed. We need to do better for the citizens that we represent and each other.

Khourschid Favero, Council Member

Statement by Mayor Johnson at 2/2024 Town Council Meeting Regarding Council Decorum

In support of and respect for an open, fair, and informed decision-making process, the Mayor and Town Council will recognize that:

Compliance with the meeting protocol is expected. Public comment is encouraged and will continue to be listed as an agenda item at every regular Double Oak town council meeting. The public comment period will be held near the beginning of the meeting.

1. In support of and respect for an open, fair, and informed decision-making process, the Double Oak Town Council will recognize that Civil, respectful, and courteous discourse and behavior are conducive to the democratic and harmonious airing of concerns and decision-making and Uncivil discourse and/or discourteous and inappropriate behavior have a negative impact on the character and productivity of the decision-making process.
2. While the Council is in session, the council members must preserve order and decorum, and a member shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the town council nor disturb any member while speaking or refuse to obey the orders of the town council or its Presiding Officer. Council members should stay on point and not vicariously take the conversation in another direction for the purpose of pontificating one's experiences or references.
3. Any person while attending or part of the town council making personal, impertinent, or slanderous remarks or who shall become boisterous while addressing the council or one of its members shall be, without any delay, by the Presiding Officer, subject to loss of speaking privileges unless permission to continue to be granted by a majority vote of the Council.
4. It is not the intention of the town council to provide a public forum for the demeaning of any individual or group. Neither is it the intention of the town council to allow a member (or members) of the public or town council to insult the honesty and/or integrity of the town council individually or as a body, including the Presiding Officer, as well as the proceedings of the town council.
5. Anger, rudeness, ridicule, obscene or profane language, impatience, lack of respect for others, and personal attacks are unacceptable. The council chambers do not permit demonstrations in support or opposition to a speaker or idea. The Presiding Officer is responsible for maintaining order. Failure to abide by this requirement may result in the forfeiture of the speaker's right to speak, and the gavel will signal to stop all conversation.
6. The mayor and town council will endeavor to ensure that meetings are conducted courteously and in an atmosphere free of defamation, intimidation, personal insults, profanity, or threats of violence.

This statement's printable version will be available via the minutes of the next meeting. We encourage council members and citizens to familiarize themselves with these protocols before offering public comment.



Order Form (#Q-62545)(Service Account Number: 307274)

Renewal - Town of Double Oak, TX

Account Rep	Paris Botelho	Customer	Town of Double Oak, TX
Email	paris.botelho@smarsh.com	Service Address	320 Waketon Rd Double Oak, Texas 75077-3020
Prepared on	27-Feb-2024	Billing Contact	Eileen Kennedy
Valid until	22-Jun-2024	Contact Phone	+1 972-539-9464
Start Date	23-Jun-2024	Contact Email	eileen.kennedy@doubleoak.texas.gov
Renewal Date	23-Jun-2025	Technical Contact	Eileen Kennedy
Billing Frequency	Annual		
Order Type	Renewal		

Services	Unit Price	Minimum Quantity	Minimum Commitment
Smarsh Support		1	
Professional Support - Basic		1	
Smarsh University		1	
Smarsh U - SMB - Web Access		2	
Unified		1	
Platform - Professional Archive - SMG	\$ 937.13	1	\$ 937.13
Verizon - Professional Archive Capture	\$ 146.85	20	\$ 2,936.94
Annual Recurring Service Fees Subtotal			\$ 3,874.07
One-Time Fees Subtotal			\$ 0.00

Notes



Terms & Conditions

On a date following the execution of this Order Form, Smarsh will provide Client with a license key for the Software or with login credentials to the applicable Service (“**Activation Date**”). Service Descriptions are available at www.smarsh.com/legal. The Smarsh Service Agreement available at www.smarsh.com/legal/ServiceAgreement. The Services purchased by Client are also subject to the Information Security Addendum available at <https://www.smarsh.com/legal/InfoSec> and the following Service Specific Terms:

- Smarsh U Service Specific Terms available at: <https://www.smarsh.com/legal/SSTSmarshUniversity>;
- The Professional Archive Service Specific Terms available at <https://www.smarsh.com/legal/SSTProfessionalCloud>;
- Mobile Channels Service Specific Terms available at <https://www.smarsh.com/legal/SSTMobilityChannels>;

The Smarsh Service Agreement – General Terms, the Information Security Addendum, the Service Specific Terms, and this Order Form are, collectively, the “**Agreement**.” The Initial Term of the Services shall begin on the date this Order Form is executed and continue for the Subscription Term specified above, unless Client is adding the above Services to an existing Service account, in which case, the above Services will sync to and co-terminate with Client’s existing subscription Term. The Services will be subject to renewals as specified in the Agreement.

For AT&T Mobility subscribers, your signature below represents your acceptance of the AT&T Wireless Terms and Conditions available at www.smarsh.com/legal/ATT as they apply to AT&T messages that are archived by Smarsh.

“**Archive Fees**” are the Fees charged for access to the Connected Archive (i.e., Professional Archive or Enterprise Archive). “**Capture & Archive Fees**” are the Fees that are charged for capture and archive of a bundle of Connections within the Professional Archive. “**Capture Fees**” are the per-Connection Fees that are charged for the capture of Connections by Connected Capture (i.e., Cloud Capture or Capture Server). “**Premium Adj. Fees**” are the additional Fees that are charged for capture of Connections from premium Channels. “**Set-up Fees**” are the one-time Fees that are charged to implement a Service. “**Professional Services Fees**” are the Fees charged for hourly, monthly, or flat rate professional services.

The Platform Fees, the Capture & Archive Fees, the Capture Fees, and the Premium Adj. Fees, as applicable, are invoiced on an annual, up-front basis or a monthly basis in arrears, as specified on page 1 of this Order Form. Client agrees that the Recurring Subtotal above is Client’s minimum commitment during each year or month, as applicable, of the Term. Smarsh will invoice Client for any usage over the minimum quantities at the applicable rate indicated in this Order Form.

Third Party API Usage : In the event that any Third-Party Service charges any API usage fees, service fees, or pass through costs to Smarsh that are (i) in connection with the Client’s use of the Services set forth in this Order Form and such Third Party Service, and (ii) Smarsh can reasonably demonstrate that such costs are directly allocated to the Client, Smarsh reserves the right to pass those costs along to the Client (“Third Party Fees”). Client agrees to pay all such Third-Party Fees when Smarsh invoices the Client for such fees, which will include a breakdown and description of each such cost.

If not priced above, data import, conversion (if applicable), and storage Fees for Client’s historical data and storage Fees for data from Connected Capture or other external capture mechanisms ingested into the Professional Archive are as follows:

Data Imports - One-time	\$10/GB
Import Data Conversion fees	\$3/GB
Data Storage – Annual	\$2.50/GB

Information about Smarsh data privacy compliance is available at www.smarsh.com/legal.

The following entities are fully owned subsidiaries of Smarsh: Digital Reasoning, Entreda, Privva, Actiance, MobileGuard



EXHIBIT A

Amendment to the Smarsh Service Agreement – General Terms

This first amendment (“**Amendment**”) to the Smarsh Service Agreement - General Terms amends the Agreement between Smarsh Inc. and Town of Double Oak, TX. This Amendment is effective on the date the Client signs the Order Form, to which this Amendment is attached as Exhibit A.

The parties agree:

1) **Replace Section 4.3 in its entirety, as follows:**

As between Client and Smarsh, Client is solely responsible for the content of Client Data. Client represents and warrants that (a) Client Data will not (i) infringe any third party right, including third party rights in patent, trademark, copyright, or trade secret, or (ii) constitute a breach of any other right of a third party, including any right that may exist under contract or tort theories; (b) Client will comply with all applicable local, state, national, or foreign laws, rules, regulations, or treaties in connection with Client’s use of the Services, including those related to data privacy, data protection, communications, SPAM, or the transmission, recording, or storage of technical data, personal data, or sensitive information; and (c) Client will comply with the Acceptable Use Policy available at www.smarsh.com/legal/AUP. Smarsh may update the Acceptable Use Policy from time to time.

2) **Replace Section 6.1 in its entirety, as follows:**

Term. The Agreement will begin on the Effective Date and will remain in effect for the term specified in the Order Form or, if no term is specified, 12 months (“**Initial Term**”). The Initial Term may be renewed by Client for additional, successive 12-month terms (each a “**Renewal Term**”) upon the execution of a Renewal Order Form. The Initial Term plus any Renewal Term are, collectively, the “**Term.**” Any Order Form executed after the Effective Date will co-terminate with Client’s then-current Term.

3) **Replace Section 6.2 in its entirety, as follows:**

Termination for Breach. Either party may terminate this Agreement if the other party materially breaches its obligations under this Agreement and such breach remains uncured for a period of 30 days following the non-breaching party’s written notice thereof. Smarsh may suspend Client’s access to the Services in the event Client fails to pay undisputed Fees within 60 days after the due date, and Smarsh will not be liable for any damages resulting from such suspension.

4) **Replace Section 9 in its entirety, as follows:**

Taxes. All Fees payable by Client under this Agreement are exclusive of taxes and similar assessments. Smarsh acknowledges that Client is tax-exempt.

5) **Replace Section 10.2 in its entirety, as follows:**

Obligations with Respect to Confidential Information. Each party agrees: (a) that it will not disclose to any third party, or use for the benefit of any third party, any Confidential Information disclosed to it by the other party except as expressly permitted by this Agreement; and (b) that it will use at least reasonable measures to maintain the confidentiality of Confidential Information of the other party in its possession or control but no less than the measures it uses to protect its own confidential information. Either party may disclose Confidential Information of the other party: (i) pursuant to the order or requirement of a court, administrative or regulatory agency, or other governmental body, provided that the receiving party, if feasible and/or legally permitted to do so, gives reasonable notice to the disclosing party to allow the disclosing party to contest such order or requirement; (ii) to the parties’ agents, representatives, subcontractors or service providers who have a need to know such information provided that such party shall be under obligations of confidentiality at least as restrictive as those contained in



this Agreement; or (iii) pursuant to a Texas public records request, provided that the Client gives notice to Smarsh in a reasonable amount of time to allow Smarsh the opportunity to seek a protective order preventing such disclosure. Each party will promptly notify the other party in writing upon becoming aware of any unauthorized use or disclosure of the other party's Confidential Information.

6) **Replace Section 13.1 in its entirety, as follows:**

Client Indemnification. To the extent permitted by Texas law, and without in any manner waiving its rights to sovereign immunity or increasing the limits of liability thereunder, Client will defend, indemnify and hold harmless Smarsh, its officers, directors, employees and agents, from and against all claims, losses, damages, liabilities and expenses (including fines, penalties, and reasonable attorneys' fees), arising from or related to the content of Client Data and Client's breach of the Service Specific Terms or Sections 4.2, 4.3, 4.4, 4.5, or 15.1 of this Agreement. Smarsh will (a) provide Client with prompt written notice upon becoming aware of any such claim; except that Client will not be relieved of its obligation for indemnification if Smarsh fails to provide such notice unless Client is actually prejudiced in defending a claim due to Smarsh's failure to provide notice in accordance with this Section 13.1(a); (b) allow Client sole and exclusive control over the defense and settlement of any such claim; and (c) if requested by Client, and at Client's expense, reasonably cooperate with the defense of such claim

7) **Replace Section 15.4 in its entirety, as follows:**

Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict/choice of law principles. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in SBQQ__QUOTE_COUNTY_GOVERNING_LAW, in the State of Texas, and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

8) **Replace Section 15.9 in its entirety, as follows:**

Entire Agreement; Electronic Signatures. This Agreement is the entire agreement between the parties with respect to its subject matter, and supersedes any prior or contemporaneous agreements, negotiations, and communications, whether written or oral, regarding such subject matter. Smarsh expressly rejects all terms contained in Client's purchase order documents, or in electronic communications between the parties, and such terms form no part of this Agreement. The parties agree that electronic signatures, whether digital or encrypted, give rise to a valid and enforceable agreement. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

9) **Delete Section 16, concerning alternative jurisdiction, in its entirety.**



Purchase Order Information

Client to Complete:

Is a Purchase Order (PO) required for the purchase of the Services on this Order Form?

No

Yes – Please complete below

PO Number:

PO Amount:

Upon signature by Client and submission to Smarsh, this Order Form shall become legally binding unless Smarsh rejects this Order Form for any of the following reasons: (i) changes have been made to this Order Form (other than completion of the purchase order information and the signature block); or (ii) the requested purchase order information or signature is incomplete; or (iii) the signatory does not have authority to bind Client to this Order Form.

Client authorized signature

By: _____ Name: _____

Date: _____ Title: _____

Double Oak Police Department t

Survey Description

Survey Details

Survey Location	540 Cedar CrestLane ,Double Oak, TX	
GPS Coordinates		
Survey Dates	Start	Stop
	Tuesday, 2/20/2024 2:23 PM	Tuesday, 2/27/2024 12:10 PM
Posted Speed Limit	30 (mph)	
Traffic Zone	None	
File Name	STALKER_ROADSIDE_LOG_231012_EW002985_A18F@2024-02-27_13-06-22.xml	
Device Type	Traffic Trailer	
Device Serial Number	SNAA000000	
Survey Note		

Total Vehicle Count	1975	
<i>Traffic Direction</i>	South (Closing)	North (Away)
<i>Vehicle Count</i>	902	1073

Survey Map



Double Oak Police Department

Survey Summary

Survey Description

Survey Location	540 Cedar Crest Lane, Double Oak, TX	
GPS Coordinates		
Survey Dates	Start	Stop
	Tuesday, 2/20/2024 2:23 PM	Tuesday, 2/27/2024 12:10 PM
Posted Speed Limit	30 (mph)	
Traffic Zone	None	

Survey Results

Total Vehicle Count	1975			
	Direction	Closing	Away	Combined
	Vehicle Count	902	1073	1975
Speed Limit	30 (mph)			
<i>Vehicles Under the Speed Limit Count</i>	883	972	1855	
<i>Vehicles Under the Speed Limit Percentage</i>	97.89%	90.59%	93.92%	
<i>Vehicles Over the Speed Limit Count</i>	19	101	120	
<i>Vehicles Over the Speed Limit Percentage</i>	2.11%	9.41%	6.08%	
Excessive Speed Threshold	40 (mph)			
<i>Vehicles Over the Excessive Speed Count</i>	0	1	1	
<i>Vehicles Over the Excessive Speed Percentage</i>	0	0.09%	0.05%	
<i>Average Speed Over Limit</i>	32.11 (mph)	32.59 (mph)	32.52 (mph)	
Speed Profile				
Average Vehicle Speed	18.83 (mph)	24.92 (mph)	22.14 (mph)	
Minimum Vehicle Speed	8 (mph)	7 (mph)	7 (mph)	
Maximum Vehicle Speed	36 (mph)	41 (mph)	41 (mph)	
85% Percentile Speed	23 (mph)	29 (mph)	28 (mph)	
Standard Deviation	4 (mph)	4 (mph)	5 (mph)	
10 MPH Pace	14-23 (mph)	20-29 (mph)	18-27 (mph)	
In Pace Count	658	732	1016	
Data Recording Limits				
Highest Speed Allowed	120 (mph)			
Lowest Speed Allowed	10 (mph)			
Minimum Following Time	2 Second(s)			

Double Oak Police Department t

Survey Description

Survey Location 540 Cedar CrestLane ,Double Oak, TX
GPS Coordinates
Survey Dates **Start** **Stop**
 Tuesday, 2/20/2024 2:23 PM Tuesday, 2/27/2024 12:10 PM
Posted Speed Limit 30 (mph)
Traffic Zone None

Speed - Volume Matrix

Date Range: 2024-02-20 - 2024-02-27

Direction: Both

Date Span	Total	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	71-75	76-80	81-85	86+
00:00 - 00:59	0	0																
01:00 - 01:59	2	0				2												
02:00 - 02:59	1	0	1															
03:00 - 03:59	7	0		1	2		4											
04:00 - 04:59	1	0	1															
05:00 - 05:59	17	2	2	1	4	7	1											
06:00 - 06:59	61	3	6	16	19	13	4											
07:00 - 07:59	169	0	16	48	33	49	21	2										
08:00 - 08:59	120	1	17	39	27	30	5	1										
09:00 - 09:59	115	2	12	38	31	23	7	2										
10:00 - 10:59	134	2	21	42	36	28	5											
11:00 - 11:59	162	0	24	42	55	37	3	1										
12:00 - 12:59	141	1	15	46	45	26	8											
13:00 - 13:59	123	0	14	48	23	30	8											
14:00 - 14:59	160	1	19	51	40	42	6	1										
15:00 - 15:59	181	0	23	41	58	48	11	2										
16:00 - 16:59	178	2	21	48	37	58	11		1									
17:00 - 17:59	167	3	19	50	40	45	10											
18:00 - 18:59	140	0	16	42	35	40	7											
19:00 - 19:59	74	0	8	24	28	14												
20:00 - 20:59	69	1	6	18	23	18	3											
21:00 - 21:59	49	1	4	9	28	6	3											
22:00 - 22:59	10	0		5	3	2												
23:00 - 23:59	9	0		4	3	1	1											

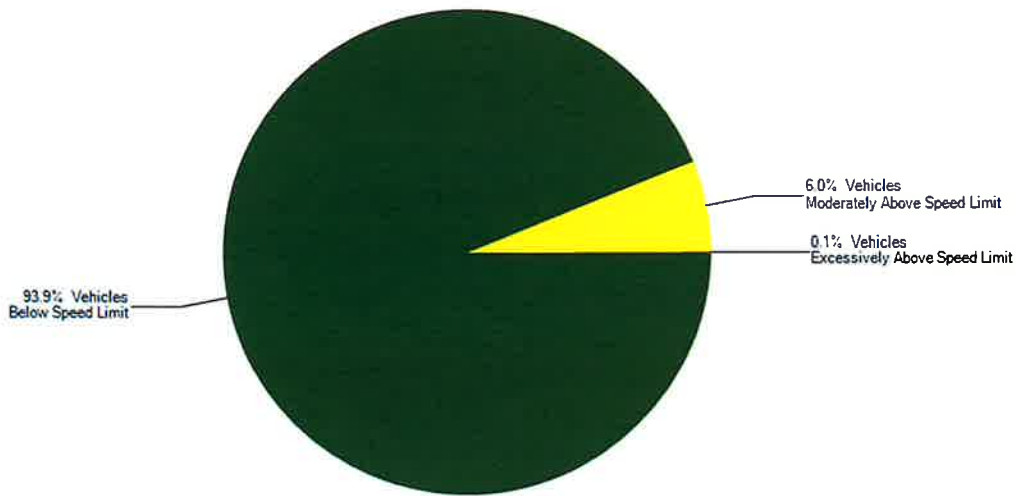
Double Oak Police Department t

Survey Description

Survey Location 540 Cedar CrestLane ,Double Oak, TX
GPS Coordinates
Survey Dates **Start** **Stop**
 Tuesday, 2/20/2024 2:23 PM Tuesday, 2/27/2024 12:10 PM
Posted Speed Limit 30 (mph)
Traffic Zone None

Speed Pie Chart

Date Range: 2024-02-20 - 2024-02-27
 Direction: Both



	Direction	Closing	Away	Combined
Speed Limit			30 (mph)	
<i>Vehicles Under the Speed Limit Count</i>		883	972	1855
<i>Vehicles Under the Speed Limit Percentage</i>		97.89%	90.59%	93.92%
<i>Vehicles Over the Speed Limit Count</i>		19	101	120
<i>Vehicles Over the Speed Limit Percentage</i>		2.11%	9.41%	6.08%
Excessive Speed Threshold			40 (mph)	
<i>Vehicles Over the Excessive Speed Count</i>		0	1	1
<i>Vehicles Over the Excessive Speed Percentage</i>		0	0.09%	0.05%
<i>Average Speed Over Limit</i>		32.11 (mph)	32.59 (mph)	32.52 (mph)

Lewisville Lettering, LLC

701 S Old Orchard Lane Ste. B
Lewisville, TX 75067
Phone: (972) 221-7286
Fax: () -



Invoice # 26908

Created: 2/19/2024
Due Date: 3/4/2024



Bill To:

Ship To:

PO Number	Terms	Sales Rep	Customer	Contact
			Town of Double Oak () -	Pat Wellen () -

Style	Description	Color	Sizes	Quantity	Piece	Subtotal
Production 1						
64000	Gildan Softstyle T-Shirt	Sport Grey	2XL-25, M-25, L-125, XL-125	300	\$9.09	\$2,727.00
ScreenPrinting	Left Crest (1 Color)			300	\$0.00	\$0.00
ScreenPrinting	Back (1 Color)			300	\$0.00	\$0.00
Fee	XXL upcharge			25	\$2.00	\$50.00

Type	Amount	Method	Date
------	--------	--------	------

Subtotal	\$2,777.00
Shipping	\$0.00
8.2500% Sales Tax	\$0.00
GrandTotal	\$2,777.00
Payments	\$0.00
Balance	\$2,777.00

Signature:

Date:

**Lewisville Lettering,
LLC**

701 S Old Orchard Lane Ste. B
Lewisville, TX 75067
Phone: (972) 221-7286
Fax: () -



Quote # 2532

Created: 2/19/2024
Expires 5/19/2024



Bill To:

Ship To:

Terms	Sales Rep	Customer	Contact
		Town of Double Oak () -	Pat Wellen () -

Style	Description	Color	Sizes	Quantity	Piece	Subtotal
Production 1						
CP80	Port & Company Six-Panel Twill Cap	Navy	OSFA-50	50	\$17.38	\$869.00
Embroidery	Back (6000 Stitches)			50	\$0.00	\$0.00
Embroidery	Front Center (6000 Stitches)			50	\$0.00	\$0.00
Fee	Digitizing Fee			1	\$40.00	\$40.00

					Subtotal	\$909.00
					Shipping	\$0.00
					8.2500% Sales Tax	\$0.00
					GrandTotal	\$909.00

TEXAS SUMO

GAME RENTAL

(CONTRACT)

CUSTOMER:	Town of Double Oak	SUBTOTAL:	\$ 2,460.00
DATE:	Saturday May 18 th , 2024	TAX:	\$ 00.00
EVENT TIME:	12pm-5pm	TOTAL:	\$ 2,460.00
LOCATION:	320 Waketon Dr Double Oak, TX 75074		

EQUIPMENT: Photo Booth, 2 Spin Arts, 5 Carnival Tents, 6 Carnival Games (Axe Frame, Dog Kiddie Striker, Coca Cola Toss, Troll Tooth, Roller Ball, Wacky Mirror)

INCLUDES: 0 - STAFF

Client to provide: 3 - Volunteer (s)

POWER REQUIREMENTS:

2 - DEDICATED 20 AMP CIRCUITS (TO BE PROVIDED BY THE CLIENT)

**See attached space & power requirements*

9.) **DEPOSIT** - AN ADVANCE DEPOSIT OF 50% OF TOTAL PRICE IS REQUIRED TO SECURE THE EQUIPMENT OR SERVICES AGREED UPON. THE REMAINING BALANCE IS DUE UPON DELIVERY, PRIOR TO THE SET UP OPERATIONS. OUTSIDE OF D/FW AREA TOTAL HAS TO BE PAID IN FULL.

2.) **ELECTRICAL REQUIREMENTS** - TEXAS SUMO IS NOT RESPONSIBLE FOR PROVIDING APPROPRIATE ELECTRICAL POWER. THE POWER REQUIREMENTS FOR EACH PIECE OF EQUIPMENT IS ONE 20 AMP CIRCUIT UNLESS OTHERWISE NOTED ABOVE, AND IT IS THE RENTERS RESPONSIBILITY TO INSURE THAT THESE ARE MET. ALL ITEMS REQUIRING ELECTRICAL POWER MUST BE POSITIONED **WITHIN 50 FEET** OF THE POWER SOURCE. NO REFUNDS WILL BE CREDITED FOR EQUIPMENT THAT CANNOT OPERATE BECAUSE THE RENTER FAILED TO PROVIDE ADEQUATE POWER.

3.) **SPACE REQUIREMENTS** - TEXAS SUMO IS NOT RESPONSIBLE FOR PROVIDING ADEQUATE SPACE FOR EQUIPMENT. IT IS THE RENTERS RESPONSIBILITY TO INSURE THAT THIS IS MET. NO REFUNDS WILL BE CREDITED FOR EQUIPMENT THAT CANNOT OPERATE BECAUSE RENTER FAILED TO PROVIDE ADEQUATE SPACE FOR EQUIPMENT.

4.) **CANCELLATION** - IF A RESERVATION IS CANCELED, NOT LESS THAN 24 HOURS BEFORE THE START OF THAT EVENT, 100% OF THE DEPOSIT IS FORFEITED. ALL CHARGES WILL BE CREDITED TO A FUTURE EVENT IF RESCHEDULED WITHIN ONE YEAR OF EVENT DATE.

5.) **WEATHER POLICY** - IF AN EVENT IS CANCELED DUE TO INCLEMENT WEATHER, TEXAS SUMO, MUST BE NOTIFIED NOT LESS THAN 24 HOURS BEFORE THE START OF THAT EVENT. FAILURE TO DO SO WILL RESULT IN FORFEITURE OF THE DEPOSIT. IF THE 24-HOUR CANCELLATION REQUIREMENT IS MET, THE DEPOSIT SHALL BE CREDITED TO A FUTURE EVENT, WITHIN THE NEXT YEAR. IF THE EQUIPMENT HAS ARRIVED AT THE EVENT SITE AND THE EVENT IS CANCELED, 50% OF THE REMAINING BALANCE SHALL BE DUE AND PAYABLE. IF THE EQUIPMENT IS SET UP AND THE EVENT IS CANCELED, THE FULL RENTAL CHARGES SHALL BE DUE AND PAYABLE.

6.) **WIND POLICY** - TEXAS SUMO IS **NOT** RESPONSIBLE IN ANY DELAY IN SET UP OPERATIONS OR CLOSING OF THE GAMES DUE TO HIGH WINDS. NO REFUNDS OR CREDITS WILL BE GIVEN.

7.) **RELEASE STATEMENT** - LESSEE AGREES TO HOLD HARMLESS TEXAS SUMO, ITS EMPLOYEES, AGENTS, AND REPRESENTATIVES FOR ANY INJURIES AND OR PROPERTY DAMAGE SUSTAINED WHILE PARTICIPATING IN ANY OF THE GAMES AND OR ACTIVITIES PROVIDED BY TEXAS SUMO. EACH PARTY AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER AND THE OTHER'S EMPLOYEES, AGENTS AND REPRESENTATIVES, FOR ANY INJURIES AND/OR PROPERTY DAMAGES ARISING FROM THE EVENT AND USE OF THE EQUIPMENT DUE TO THAT PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT, SUBJECT TO IMMUNITIES ALLOWED BY LAW. EACH PARTY WILL MAINTAIN ADEQUATE INSURANCE TO MEET THIS OBLIGATION.

8.) **PERMITS AND LICENSES** - **THE RENTER** SHALL ASSUME THE COST OF ANY PERMITS OR LICENSES IF REQUIRED BY LOCAL OR COUNTY ORDINANCES.

9.) **CONFETTI / SILLY STRING/ STINK BOMBS/ INVISIBLE INK** - TEXAS SUMO DOES NOT ALLOW CONFETTI AND/OR SILLY STRING, STINK BOMBS, INVISIBLE INK AT EVENTS. THESE ITEMS CAUSE IRREVERSIBLE DAMAGE TO INFLATABLE GAMES. THE INFLATABLE GAME(S) WILL NOT BE SET-UP IF TEXAS SUMO ARRIVES AT AN EVENT AND THESE ITEMS ARE PRESENT.

SIGNATURE: _____ TITLE: _____ DATE: _____
PRINTED NAME: _____

PO BOX 29168 DALLAS TX, 75229-0168

PHONE: (214) 357-7077 FAX (214) 357-0844 EMAIL: TEXASSUMO@AOL.COM

WWW.TEXASSUMO.COM

Instant Price & Availability

Event Zipcode

75077

Select Date

From: 05-18-2024 12:00 PM To: 05-18-2024 8:00 PM

Update

Cart

Empty Cart

	Down A Clown Carnival Game	Price \$85	Quantity - 1 +	X
	Ring Toss Carnival Game	Price \$75	Quantity - 1 +	X
	Tic Tac Toe Carnival Game	Price \$75	Quantity - 1 +	X
	Balloon Pop Carnival Game	Price \$85	Quantity - 1 +	X
	Duck Hunt Carnival Game	Price \$75	Quantity - 1 +	X
	8x8' Carnival Tent w/ Sidewalls	Price \$385	Quantity - 5 +	X

Is this order for delivery or pick up?

Delivery - \$50

Would you like to add Equipment Damage Insurance? 7.5%

No, I will take my chances

Would you like to be added as an additional insured in case of accidents? \$35

Yes, I would like to be added

Do you have a coupon?

Enter your coupon code here

Submit

Subtotal: \$2,320
 Delivery: \$50
 8.25% Tax \$195.53
Total \$2,565.53
 Due Today: \$641.38

Reserve today with only 25% down.




< Order Options

~~\$47.81~~ **\$32.04 each**

~~\$2,569.50~~ **\$1,602.00 total with 33% Volume Discount**

1 color front 1 color back  2 print areas

 50 total items

 MONEY-SAVING TIP


Fewer print areas means lower prices. Ordering a one-sided design would save 21%!

 Try This Out


[More money saving tips](#)


FREE Standard Delivery

Get It by Monday, Mar. 11th

 Shipping to Lewisville, TX [Edit](#)

More delivery options available at checkout

 Rush delivery as soon as Thu., Mar. 7th

 Ship to multiple addresses



We'll make it right or we'll make it right.

YOUR ORDER - 1 product

do501



TALK TO A REAL PERSON
855-563-7465



CHAT WITH A REAL PERSON
Chat Now



Do

Order Options

~~\$38.61~~ **\$23.05 each**

~~\$1,030.50~~ **\$1,152.50 total with 40% Volume Discount**

1 color front 1 color back 2 print areas

50 total items

MONEY-SAVING TIP

Fewer print areas means lower prices. Ordering a one-sided design would **save 25%!**

[Try This Out](#)

[More money saving tips](#)

FREE Standard Delivery

Get it by Monday, Mar. 11th

Shipping to Lewisville, TX East

More delivery options available at checkout

Rush delivery as soon as Thu, Mar. 7th

Ship to multiple addresses



We'll make it right or we'll make it right.

YOUR ORDER - 1 product


do501




Order Options

~~\$44.46~~ **\$12.70 each**

~~\$13,338.00~~ **\$3,809.50 total with 71% Volume Discount**

- 1 color front
- 1 color back
-  2 print areas

 300 total items

 MONEY-SAVING TIP


Fewer print areas means lower prices. Ordering a one-sided design would **save 12%**!

[Try This Out](#)


[More money saving tips](#)

FREE Standard Delivery

Get it by Monday, Mar. 11th

 Shipping to Lewisville, TX [Edit](#)

More delivery options available at checkout

 Rush delivery as soon as Fri., Mar. 1st

 Ship to multiple addresses



We'll make it right or we'll make it right.

YOUR ORDER - 1 product

do501

From: Awesome Parties & Events <ape@apedallas.com>

Date: February 26, 2024 at 12:49:55 PM CST

Subject: Town Event 5/8

Good Afternoon:

Thank you for reaching out to Awesome Parties & Events for your Face Painting and Spin art needs.

Our prices are pretty straight forward. Face Painters charge \$135 an hour per artist. We will do amazing full face designs or awesome cheek designs or a combination, whatever you decide. A 6 hour event would be \$810 per artist. We will provide a tent and all the supplies needed.

Spin Art is super cool for Town events. We charge \$165 an hour and will provide 2 attendants, the tent, table and chairs, paints and 5x7 cards that can be branded with your Town logo. We will need an electrical outlet for this service but we are happy to provide a generator for \$50. A 6 hour event the total would be \$990 and with generator \$1,040.

Thanks, and don't forget to let the party animal out!

Bernadette Rodriguez

www.apedallas.com





Sweetimes 4 All Party and Event Services

PO Box 185, Princeton TX 75407
972-439-4895 sweetimes4all@gmail.com

Invoice for Services

Invoice Date: May 18, 2024

Invoice No.: 2519

Client:

The Town of Double Oak
Primary
Stephanie Gorman
Tel:
Email: Stefg1013@gmail.com

Event Info & Venue:

May 18, 2024 - Saturday, 2:00pm to 4:00pm
Town of double oak
320 Waketon Rd Double oak, TX, 75077

Services: _____

<i>Item</i>	<i>Qty/Hours</i>	<i>Rate</i>	<i>Subtotal</i>
*artist name**Professional Balloon twister	2.00	\$145.00	\$290.00
This service will provide balloon creations, using biodegradable balloon latex that safe for our environment. The balloon creations use one or more balloons. Our Balloon twisters can twist 15-25 designs an hour *this can vary depending on design and age group* View Image			
Travel fee	1.00	\$25.00	\$25.00

Amount Due: May 15, 2024

	Total:	\$315.00
--	---------------	-----------------

Terms

- Balance is due by May 15, 2024
- Please select a payment method:
- *Venmo @sweetimes4all
- *Zelle Sweetimes4all 972-439-4895
- Please make all checks payable to "Sweetimes 4 All".

If you have any questions or need any additional information, please contact us at 972-439-4895 or email us at sweetimes4all@gmail.com

Thank you for letting us entertain you!

Sweetimes 4 All
Randy & Selene Munro

Feb 25, 2024
Date

Stephanie Gorman

Date



Rental Date	05/18/2024 12:00pm	Equipment Rented	SubTotal	\$182.50
Contact Person	Stephanie Gorman	1. 30" Round Cocktail or Bistro Tablesx6	Delivery Fee - No Inflatable	\$25.00 \$207.50
Event Address	320 Waketon Road		Tax: 8.25% of \$182.50	\$15.06 \$222.56
City, State, Zip	Double Oak, TX, 75077	2. Legs for Cocktail Table 42" (Stand Up Table)x6	Fuel Surcharge (22 mi)	\$6.00 \$228.56
Primary Phone	909-754-2097		Total	\$228.56
Secondary Phone		3. High Volume Cotton Candy Machinex1	Deposit Required	\$25.00
Event Rental Time	05/18/2024 12:00pm thru 05/18/2024 05:00pm		Due	\$228.56
Location	Town of Double Oak Town Hall			
Setup Surface	Grass			

Customer Comments: This will be at Town Hall - John B Wright Park

Inspected By _____

Invoice #58208

DRIVER - _____
PHONE - _____

TERMS OF LEASE

In addition to the terms below, and the operation guidelines on each rented item, the Lessee (customer) agrees to supervise the operation of any rented item and further agrees that if the item is damaged, lost, or stolen (other than by an force of nature) that he/she will reimburse DFW Party Rental for the full price to fix the damage and/or the full replacement value of the rented item. Before signing this contract, Lessee agrees that he/she has read the entire contract, has agreed to all terms and conditions herein, and has had all questions he/she may have answered to the Lessee's full satisfaction and understanding.

Delivery/Operation/Payments: To address specified by Lessee. Lessee grants DFW Party Rental and its employees/contractors, the right to enter said property for the delivery and return of the rented equipment at approximate times. All payments must be made at time of delivery. No refunds will be made after the equipment has been delivered. For jumpers, the lessee agrees to provide one electrical outlet rated at 115 volts with 20 amperes capacity per motor unit within 75 feet of each unit. No electrical cords are to be used. If the blower stops or the air pressure is low, remove all users immediately, and then check on the problem. Air tubes in the rear of the unit should be tied securely to the blower or tied off to prevent air from escaping. The electrical cord should be plugged into an outlet and be the only thing operating on that electrical circuit. Circuit breakers should also be checked. Customer is subject to an additional charge of \$50.00 for all service calls due to electricity.

General Rules for Safe Operation: Units must be operated over a smooth, compatible surface such as grass or hard top surface. The unit may NOT be operated on rough surfaces such as rocks, brick, glass, or any jagged objects. Unit cannot be moved by lessee after placed by DFW Party Rental employees/contractors. Unit MUST BE properly anchored prior to use. Unit will be anchored initially by DFW Party Rental employees/contractors and the anchors MUST NOT be removed during period of use. Never attempt to relocate, adjust or service a blower. Never use during high winds, gusty winds, thunderstorms or lightning. The unit can turn over in high winds, even if anchored, and this could result in severe injuries to the users. Do not resume use until adverse weather conditions have ceased. Always follow the manufacturers guidelines located on the unit itself.

Additional Safety Rules: Before entering the unit, have the users remove their shoes, eye glasses, belt buckles and any sharp objects. Never play, jump or enter a partially inflated/deflated unit. Never allow the users to climb or play on the outside or inside walls of the unit, columns, netting or roof of unit. Always follow the number of riders and rules posted on the unit itself. Do not plug or unplug the motor repeatedly as this will cause the unit to burn up and you will be responsible for any resulting damage. Always have an adult present, who has reviewed and understands both this contract and the rules posted on the unit itself, who can supervise the riders. Never allow the users to be unsupervised in or around the unit. Never allow more users than the maximum number of users per age group as described within this lease and on the unit itself. Never place a hose or water on or into the unit unless authorized by DFW Party Rental. Do not allow horseplay on, in, or around the unit. Always follow the directions for use on the unit itself. Only children of the same age group are to play on the unit at the same time.

Cancellations: If you decide to cancel your rental, or weather prohibits installation we do not issue refunds but will hold your funds (typically just the small deposit made) as a rain-check which is valid for up to 18 months. Cancellation after our truck has been loaded and departed for deliveries will incur a 25% charge of total amount invoiced. Cancellation after we arrive on site for setup will incur a 50% charge of total amount invoiced. Any remaining funds will convert to a raincheck and valid for up to 18 months. If you wish to do a partial cancellation (cancel the inflatable but keep the tables and chairs as an example) the order will still be required to meet our minimum order amount for your area before delivery can be made.

_____ Lessee Initial

<P style="page-break-before: always">

Additional Terms of Lease: DFW Party Rental is not responsible for bad weather, disruption of electrical service and/or unfavorable conditions that may arise and no charges or fees will be reimbursed as a result. **ABSOLUTELY NO** silly string or similar items, such as, but not limited to, food, drinks, confetti, foam or trash, in or around the unit at any time !!! Silly string and like objects will cause permanent damage to the unit and lessee will

be responsible for the full replacement value of the rented unit and/or assessed a minimum \$75.00 cleaning fee if the unit is determined not to be permanently damaged. Lessee agrees **not** to operate the unit(s) in a manner contrary to this contract and the rules of use on each unit. If lessee operates the unit (s) in a manner contrary to the contract and rules of use on each unit, and the unit is damaged as a result thereof, Lessee agrees to pay the cost or repair or full replacement value of any damaged equipment or unit. Lessee agrees that the equipment leased is for Lessee's own use and said equipment is not to be loaned, sub-let, mortgaged or in any other manner disposed of by Lessee. Lessee further agrees to be liable for any loss of said equipment by reason of fire, theft, or any other cause.

Hold Harmless Provisions: Lessee agrees to indemnify and hold DFW Party Rental harmless from any and all claim, actions, suits, proceedings, costs, expenses, fees, damages and liabilities, including, but not limited to, reasonable attorney's fees and costs, arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of the leased equipment. This includes, but is not limited to, the manufacture, selection, delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless DFW Party Rental from injuries or damages incurred as a result of the use of the leased equipment. DFW Party Rental cannot, under any circumstances, be held liable for injuries as a result of inappropriate use, God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless DFW Party Rental from any loss, damage, theft or destruction of the equipment during the term of the lease and any extensions thereof. DFW Party Rental will not be held liable for puncturing a irrigation line. Please have all irrigation and utility lines clearly marked prior to our arrival. If you do not pre-mark them, you assume all repair costs involved. no exceptions. If we can't see it, we don't fix it.

Disclaimer of Warranties: DFW Party Rental makes no warranty of any kind, either express or implied, as to the condition of or performance of any leased equipment and Lessee agrees to **immediately** cease use of the equipment and contact DFW Party Rental if any of the lease equipment develops any indication defect or improper working conditions. Lessee agrees to use the equipment at **Lessees own risk**.

Breach/Indemnity/Arbitration: In the event that Lessee breaches any of the terms of this lease, that Lessee will pay for all consequential damages and further indemnify DFW Party Rental for all costs incurred by DFW Party Rental incurred in enforcing the terms of the lease or in defending any claim or lawsuit arising out of the operation of said equipment, including the amount of any judgment, attorney's fees and costs. If DFW Party Rental determines, within its own discretion, that Lessee has failed, in any way, to observe or comply with the conditions of this lease, DFW Party Rental may exercise any of the following remedies: termination of this agreement; reenter property and retake the equipment; declare any outstanding rent and charges immediately due and payable and initiate whatever legal proceedings necessary to recover said equipment or monies; and/or pursue any additional remedies available it by law. If a conflict arises, DFW Party Rental and Lessee will abide by the TX state laws and forgo filing a lawsuit to solve the dispute.

BY SIGNING MY NAME ON THIS CONTRACT I, BEING THE LESSEE, CONTACT PERSON, LESSEE REPRESENTATIVE, OR OTHER INDIVIDUAL ASSUMING THE ROLE OF LESSEE, ACKNOWLEDGE THAT I HAVE COMPLETELY READ AND UNDERSTAND THIS CONTRACT AND ANY AND ALL ACCOMPANIED ADDENDUM(S). I HAVE BEEN FULLY INSTRUCTED BY DFW Party Rental PERSONNEL AS A TRAINED OPERATOR FOR THE AFFORMENTIONED EQUIPMENT AND HAVE HAD ALL OF MY QUESTIONS ANSWERED TO MY SATISFACTION. I UNDERSTAND THAT I AM SOLEY RESPONSIBLE FOR ADHERING TO THE TERMS SET FORTH BY THIS RENTAL CONTRACT AGREEMENT AND ANY AND ALL ACCOMPANIED ADDENDUM(S).

SIGNATURE _____ PRINT NAME _____ DATE _____



Town of Double Oak
 320 Waketon Road
 Double Oak, Texas 75077
 Phone 972-539-9464
 Fax 972-539-9613

APPLICATION FOR BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a Board, Commission or Committee, your name, address and telephone number will be available to the press and the public if you elect to disclose this information. All other information will remain confidential.

NAME: Laura J. Meilinger

ADDRESS: 315 Lake Trail Court

CONTACT PHONE: [REDACTED]

EMAIL: [REDACTED]

OCCUPATION: *(If retired, please indicate former occupation or profession)*

My former occupations include the following: Guardian Ad Litem for CASA, Human Resource Management, Operations and Software Sales

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:

Double Oak Planning and Zoning Board, Double Oak 50th Birthday Committee, Double Oak Women's Club Board Member

LIST QUALIFICATIONS YOU FEEL MAKE YOU A GOOD CANDIDATE FOR THIS POSITION AND INCLUDE PREVIOUS VOLUNTEER POSITIONS:

I have served on previous PTA boards in the treasurer position. Heavily involved in the managing and overseeing of the budgeting process in prior professional positions. I am an actively involved Double Oak resident who wants the best for our town.

REFERENCES:

[REDACTED]
 [REDACTED]
 [REDACTED]

BOARDS/COMMISSIONS/COMMITTEES OF INTEREST: *(Check Interest)*

Board of Adjustments Planning and Zoning

Committee TREASURER POSITION

BY MAIL: ATTN: TOWN SECRETARY

TOWN OF DOUBLE OAK
 320 WAKETON ROAD
 DOUBLE OAK, TEXAS 75077

BY FAX: (972) 539-9613

BY E-MAIL: townhall@doubleoak.texas.gov

STATE OF TEXAS §
 §
COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR
SHARED GOVERNANCE COMMUNICATIONS & DISPATCH SERVICES SYSTEM**

This Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services System, hereinafter referred to as "Agreement", is made by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as the "County", and

Name of Agency: Double Oak Police Department

hereinafter referred to as "Agency".

WHEREAS, the County is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County, Texas; and

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

WHEREAS, parties agree that the utilization of combined communications and dispatch services system will be in the best interests of both the County and the Agency,

WHEREAS, the County and the Agency mutually desire to be subject to the provisions of the Interlocal Cooperation Act of the V.T.C.A. Government Code, Chapter 791; and

NOW THEREFORE, the County and the Agency, for the mutual consideration hereinafter stated, agree and understand as follows:

1. **PURPOSE.** The Denton County Sheriff ("Sheriff") has the facilities to provide emergency telecommunications and dispatch services throughout Denton County. The Agency wishes to utilize the Sheriff's available telecommunications and dispatch services ("Services") during the term of this agreement.

2. **ADVISORY BOARD.** The Denton County Sheriff's Office will establish an Advisory Board for the Shared Governance Communication and Dispatch System "Advisory Board". The membership of the board shall be the Chief of each Agency, or designee. The Advisory Board may advise and make recommendations to the Sheriff and the Sheriff's Office on matters relating to the Communications Center, as well as the recommendations for the Annual Agency Workload and Cost Statistics, within the limitations set forth in paragraph 6.1, herein.

3. **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a one year period beginning **October 1, 2024** and ending on **September 30, 2025**.

4. **TERMINATION OF AGREEMENT.** Either party may terminate this agreement, with or without cause, after providing ninety (90) days written notice to the other party.

5. **ANNUAL SERVICE FEE.** Each Agency shall pay to the County a fee for services based on the workload generated by the Agency.

- 5.1. Agency shall pay to County the Total Amount on ***Exhibit "A"***.
- 5.2. The Agency shall complete ***Exhibit "A"***, Agency Payment Worksheet, to identify the payment terms preferred by Agency. Agency is responsible for sending payments to County
- 5.3. The fee for service will be based on the pro rata share of the workload generated by the Agency.
- 5.4. County agrees to provide Agency a proposed service fees for the next budget/fiscal year as agreed by the parties.
- 5.5. If this Agreement is terminated prior to the expiration of the term of the Agreement, payment shall be pro-rated by written agreement between the parties.
- 5.6. Dispatch costs for the upcoming fiscal year are calculated utilizing 50% of the approved Communications Budget for the current fiscal year and agency workload statistics from the previous fiscal year.

Agency workload percentages are calculated by:

- 5.6.1. Determining the agency's percentage of total Calls For Service (CFS)
- 5.6.2. Determining the agency's percentage of total Officer Initiated Activity (OIA)
- 5.6.3. Averaging the values from # 5.6.1 & # 5.6.2
- 5.6.4. Determining the percentage of OIA that is Mobile Data Computer (MDC) activity
- 5.6.5. Determining agency OIA that is not MDC Activity
- 5.6.6. Determining adjusted percentage of OIA that is MDC activity by dividing value of # 5.6.5 by total OIA
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- 5.6.10. Determining agency final cost by workload by multiplying value of # 5.6.9 against 50% of the approved Communications budget

6. **COUNTY SERVICES AND RESPONSIBILITIES.** The County agrees to provide the following services and responsibilities:

6.1 The Sheriff shall have the sole discretion as to the method of providing the Services including, but not limited to the order of response to calls, and shall be the sole judge as to the most expeditious and effective manner of handling and responding to calls for service or the rendering thereof. The Sheriff shall have the sole discretion as to the method and final decision regarding the annual workload and cost statistics. The Sheriff will devote sufficient time to insure the performance of all duties and obligations set forth herein.

6.2 County shall furnish full-time communications services including a twenty-four (24) hours a day, seven (7) days a week public safety answering point, radio services, dispatching services,

or law enforcement transmission originating from AGENCY requesting law enforcement and fire protection services and access to local, regional, state, and national data bases and telecommunications systems.

- 6.3 The services provided by County include the following:
 - 6.3.1 twenty-four (24) hours a day, seven (7) days a week public safety answering point;
 - 6.3.2 receiving emergency and routine calls for law enforcement, fire, and medical services;
 - 6.3.3 directing a response to said calls by dispatching the appropriate law enforcement, fire, and medical services;
 - 6.3.4 providing on-going communication support to the emergency personnel in the field; and
 - 6.3.5 updating, maintaining, and managing the County owned radio communications system, computer systems, support files, and resource materials necessary to accomplish the above.

6.4 County may add new Agencies not currently served by Denton County at the discretion of Denton County and the Denton County Sheriff's Office.

7. **AGENCY RESPONSIBILITIES.** The Agency agrees to the following responsibilities:

- 7.1 Providing accurate current GIS data of the corporate limits and extraterritorial jurisdiction of the Agency.
- 7.2 Furnish County with a current list of all Officers and Reserves authorized by Agency to use the communications system.
- 7.3 Agency is responsible for the costs and upgrades associated with maintaining Agency's communication equipment.
- 7.4 Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes
- 7.5 Adherence to all Sheriff's Office communications rules and regulations.
- 7.6 Agency agrees to provide all necessary and required TLETS paperwork. See *Exhibit "B"*.
- 7.7 Appoint representative and agree to participate in the Advisory Board.
- 7.8 Agency is responsible for sending payments to County as more fully described in *Exhibit "A"* to this Agreement.

8. **AGREEMENT.** The parties acknowledge they have read and understand and intend to be bound by the terms and conditions of this Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in writing in this agreement. This Agreement may be amended only by written instrument signed by both parties.

9. **AGREEMENT LIASONS.** Each party to this agreement shall designate a Liaison to insure the performance of all duties and obligations of the parties. The Liaison for each party shall devote

sufficient time and attention to the execution of said duties on behalf of the Party to ensure full compliance with the terms and conditions of this Agreement.

10. **ASSIGNMENT.** Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

11. **AGENCY LIABILITY.** The Agency understands and agrees that the Agency, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the County. The Agency shall not be required to indemnify nor defend County for any liability arising out of the wrongful acts of employees or agents of County to the extent allowed by Texas law.

12. **COUNTY LIABILITY.** The County understands and agrees that the County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the Agency. The County shall not be required to indemnify nor defend Agency for any liability arising out of the wrongful acts of employees or agents of Agency to the extent allowed by Texas law.

13. **DISPUTES/RECOURSE.** County and Agency agree that any disputes or disagreements that may arise which are not resolved at the staff level by the parties should be referred to the Appointed Liaisons for each entity. Any further disputes arising from the failure of either Agency or County to perform and/or agree on proportionate reduction in fees shall be submitted to mediation, with the parties splitting the mediation fees equally. It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency of performance and duty to pay or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment shall be referred to a court of competent jurisdiction in Denton County, Texas.

14. **EXHIBITS.** Attached hereto, and referred to elsewhere in this Agreement are the following Exhibits, which are hereby incorporated by reference.

Exhibit A	Agency Payment Worksheet
Exhibit B	TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT

15. **MULTIPLE ORIGINALS.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

16. NOTICES. All notices, demands or other writings may be delivered by either party by U.S. First Class Mail or by other reliable courier to the parties at the following addresses:

County:	1	Denton County Judge Denton County Commissioners Court 1 Courthouse Drive, Ste 3100 Denton, Texas 76208
	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

Name of Agency:	Double Oak Police Department
Contact Person	Chief Ruben Rivas
Address	320 Waketon Rd.
City, State, Zip	Double Oak, TX 75077
Telephone	972-355-5995
Email	Ruben.rivas@doubleoak.texas.gov

17. SEVERABILITY. The validity of this Agreement and/or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Denton County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

18. THIRD PARTY. This Agreement is made for the express purpose of providing communications and dispatch services, which both parties recognize to be a governmental function. Except as provided in this Agreement, neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any liability for the benefit of third parties.

19. VENUE. This agreement will be governed and construed according to the laws of the State of Texas. This agreement shall be performed in Denton County, Texas.

20. WAIVER. The failure of County or Agency to insist upon the performance of any term or provision of this Agreement or to exercise or enforce any right herein conferred, or the waiver of a breach of any provision of this Agreement by either party, shall not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right, or future breach of such provision, on any future occasion.

21. AUTHORIZED OFFICIALS. Each party has the full power and authority to enter into and perform this Agreement. The persons executing this Agreement represent they have been properly authorized to sign on behalf of their governmental entity.

22. CURRENT FUNDS. All payments made by Agency to County pursuant to this Agreement shall be from current revenues available to Agency.

23. DISPATCH & COMMUNICATION RECORDS. The parties acknowledge that the Denton County Sheriff's Office may release dispatch and communication records of Agency pursuant to the Texas Public Information Act until such a time that the parties agree to transfer such responsibility to Agency.

DENTON COUNTY, TEXAS

AGENCY

Andy Eads, County Judge
Denton County Commissioners Court
1 Courthouse Drive, Ste 3100
Denton, Texas 76208
(940)349-2820

Ruben Rivas, Chief

Double Oak Police Department

320 Waketon Rd.

Double Oak, TX 75077

972-355-5995

EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

Date: _____

Date: _____

Approved as to content:

Approved as to form:

Denton County Sheriff's Office

Attorney for Agency

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Exhibit A

2024-25 Budget Year
Denton County Sheriff's Office
911 Dispatch Agreement
Agency Payment Worksheet / Invoice

Agency:	Double Oak Police Department
Payment Contact Person:	Chief Rivas and/or Eileen Kennedy, Town Secretary
Phone Number:	972-539-9464
Email:	ruben.rivas@doubleoak.texas.gov
Address:	320 Waketon Rd.
City, State, Zip	Double Oak, TX 75077
AGENCY TOTAL AMOUNT DUE	\$5,551.00

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

Make checks payable to:	Denton County
Mail payments to:	911 Dispatch Agreement Payments Denton County Sheriff's Office Attn: Sherry Cochran 127 N. Woodrow Lane Denton, Texas 76205

Payment Plan Options

1	One Annual Payment (100%)
2	Two Payments (50%)
3	Four Payments (25%)
4	Twelve Monthly Payments
5	Other Payment Option

Agency MUST
Select One
Payment Option

Exhibit B

TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS)
NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2024-2025

Twenty-Four Hour Terminal Agency	DENTON COUNTY SHERIFF'S OFFICE
Non Twenty-Four Hour Terminal Agency	Double Oak Police Department

This document constitutes an agreement between the following parties:

The Twenty-Four Hour Terminal Agency agrees to make entries into the Texas Crime Information Center (TCIC) and the National Crime Information Center (NCIC) computers for the Non Twenty-Four Hour Terminal Agency.

All records must be entered with the Twenty-Four Hour Agency's ORI, and all case reports and original warrants must be held at the Twenty-Four Hour Agency for hit confirmation purposes.

The Non Twenty-Four Hour Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

The Twenty-Four Hour Agency reserves the right to suspend service to the Non Twenty-Four Hour Agency which may include canceling of records entered for the Non Twenty-Four Hour Agency when applicable policies are violated. The Twenty-Four Hour Agency may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.

In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Non Twenty-Four Hour Agency agrees to maintain accurate records of all TCIC/NCIC entries made through the Twenty-Four Hour Agency and to immediately notify the Twenty-Four Hour Agency of any changes in the status of those reports to include the need for cancellation, addition, deletion or modification of information. The Twenty-Four Hour Agency agrees to enter, update and remove all records for the Non Twenty-Four Hour Agency on a timely basis, as defined by NCIC.

In order to comply with NCIC Validation requirements, the Non Twenty-Four Hour Agency agrees to perform all validation procedures as required by NCIC on all records entered through the Twenty-Four Hour Agency.

Either the Twenty-Four Hour Agency or the Non Twenty-Four Hour Agency may, upon thirty days written notice, discontinue this agreement.

To the extent allowed by the laws of the State of Texas, the Non Twenty-Four Hour Agency agrees to indemnify and save harmless the Twenty-Four Hour Agency as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non Twenty-Four Hour Agency or its employees in the exercise of the enjoyment of this Agreement.

In witness whereof, the parties hereto caused this agreement to be executed by the proper officers and officials.

DENTON COUNTY SHERIFF'S OFFICE

AGENCY

Signature: _____

Signature: _____

By: **Tracy Murphree**

By: **Ruben Rivas**

Title: **Denton County Sheriff**

Title: **Chief of Police**

Date: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR
SHARED GOVERNANCE COMMUNICATIONS & DISPATCH SERVICES SYSTEM**

This Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services System, hereinafter referred to as "Agreement", is made by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as the "County", and

Name of Agency: Double Oak Volunteer Fire Department

hereinafter referred to as "Agency".

WHEREAS, the County is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County, Texas; and

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

WHEREAS, parties agree that the utilization of combined communications and dispatch services system will be in the best interests of both the County and the Agency,

WHEREAS, the County and the Agency mutually desire to be subject to the provisions of the Interlocal Cooperation Act of the V.T.C.A. Government Code, Chapter 791; and

NOW THEREFORE, the County and the Agency, for the mutual consideration hereinafter stated, agree and understand as follows:

1. **PURPOSE.** The Denton County Sheriff ("Sheriff") has the facilities to provide emergency telecommunications and dispatch services throughout Denton County. The Agency wishes to utilize the Sheriff's available telecommunications and dispatch services ("Services") during the term of this agreement.

2. **ADVISORY BOARD.** The Denton County Sheriff's Office will establish an Advisory Board for the Shared Governance Communication and Dispatch System "Advisory Board". The membership of the board shall be the Chief of each Agency, or designee. The Advisory Board may advise and make recommendations to the Sheriff and the Sheriff's Office on matters relating to the Communications Center, as well as the recommendations for the Annual Agency Workload and Cost Statistics, within the limitations set forth in paragraph 6.1, herein.

3. **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a one-year period beginning **October 1, 2024** and ending on **September 30, 2025**

4. **TERMINATION OF AGREEMENT.** Either party may terminate this agreement, with or without cause, after providing ninety (90) days written notice to the other party.

5. **ANNUAL SERVICE FEE.** Each Agency shall pay to the County a fee for services based on the workload generated by the Agency.

- 5.1. Agency shall pay to County the Total Amount on *Exhibit "A"*.
- 5.2. The Agency shall complete *Exhibit "A"*, Agency Payment Worksheet, to identify the payment terms preferred by Agency. Agency is responsible for sending payments to County
- 5.3. The fee for service will be based on the pro rata share of the workload generated by the Agency.
- 5.4. County agrees to provide Agency a proposed service fees for the next budget/fiscal year as agreed by the parties.
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Agency workload percentages are calculated by:

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6. **COUNTY SERVICES AND RESPONSIBILITIES.** The County agrees to provide the following services and responsibilities:

6.1 The Sheriff shall have the sole discretion as to the method of providing the Services including, but not limited to the order of response to calls, and shall be the sole judge as to the most expeditious and effective manner of handling and responding to calls for service or the rendering thereof. The Sheriff shall have the sole discretion as to the method and final decision regarding the annual workload and cost statistics. The Sheriff will devote sufficient time to insure the performance of all duties and obligations set forth herein.

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- 7.8 Agency is responsible for sending payments to County as more fully described in *Exhibit "A"* to this Agreement.

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	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

Name of Agency:	Double Oak Volunteer Fire Department
Contact Person	Chief Erik Eichinger
Address	1110 Cross Timbers Dr.
City, State, Zip	Double Oak, TX 75077
Telephone	972-539-7683
Email	Chief551@dovfd.org

17. SEVERABILITY. The validity of this Agreement and/or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Denton County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

18. THIRD PARTY. This Agreement is made for the express purpose of providing communications and dispatch services, which both parties recognize to be a governmental function. Except as provided in this Agreement, neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any liability for the benefit of third parties.

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DENTON COUNTY, TEXAS

AGENCY

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

Erik Eichinger, Fire Chief

Double Oak Volunteer Fire Department

1110 Cross Timbers Dr.

Double Oak, TX 75077

972-539-7683

EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

Date: _____

Date: _____

Approved as to content:

Approved as to form:

Denton County Sheriff's Office

Attorney for Agency

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Exhibit A

2024-25 Budget Year
Denton County Sheriff's Office
911 Dispatch Agreement
Agency Payment Worksheet/Invoice

Agency:	Double Oak Volunteer Fire Department
Payment Contact Person:	Chief Erik Eichinger
Phone Number:	972-539-7683
Email:	Chief551@dovfd.org
Address:	1110 Cross Timbers Dr.
City, State, Zip	Double Oak, TX 75077
AGENCY TOTAL AMOUNT DUE	\$ 0.00

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

Make checks payable to:	Denton County
Mail payments to:	911 Dispatch Agreement Payments Denton County Sheriff's Office Attn: Sherry Cochran 127 N. Woodrow Lane Denton, Texas 76205

Payment Plan Options	1	One Annual Payment (100%)
	2	Two Payments (50%)
	3	Four Payments (25%)
	4	Twelve Monthly Payments
	5	Other Payment Option

Agency MUST
Select One
Payment Option

Exhibit B

TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS)
NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2024-2025

Twenty-Four Hour Terminal Agency	DENTON COUNTY SHERIFF'S OFFICE
Non Twenty-Four Hour Terminal Agency	Double Oak Volunteer Fire Department

This document constitutes an agreement between the following parties:

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All records must be entered with the Twenty-Four Hour Agency's ORI, and all case reports and original warrants must be held at the Twenty-Four Hour Agency for hit confirmation purposes.

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Either the Twenty-Four Hour Agency or the Non Twenty-Four Hour Agency may, upon thirty days written notice, discontinue this agreement.

To the extent allowed by the laws of the State of Texas, the Non Twenty-Four Hour Agency agrees to indemnify and save harmless the Twenty-Four Hour Agency as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non Twenty-Four Hour Agency or its employees in the exercise of the enjoyment of this Agreement.

In witness whereof, the parties hereto caused this agreement to be executed by the proper officers and officials.

DENTON COUNTY SHERIFF'S OFFICE

AGENCY

N/A

N/A

By: Tracy Murphree

By: _____

Title: Denton County Sheriff

Title: _____

Date: _____

Date: _____

**Town of Double Oak
 Work Order Authorization Agreement
 For
 Professional Engineering Services with Halff Associates, Inc.**

EXHIBIT A

Project Description

**FY 2024 Work Order Authorization No. 324
 February 29, 2024**

Scope of Work:	<p>Halff’s proposed services will include the annual report for the Town of Double Oak’s MS4 Storm Water Management Program that will achieve administrative compliance with the General Permit to Discharge under the Texas Pollutant Discharge Elimination System.</p> <p>The tasks outlined in this scope are intended to assist the Town in the preparation of the TCEQ required annual reports on the Storm Water Management Program (SWMP). These reports provide annual updates to the TCEQ in the format required by the MS4 permit. Halff will assist the Town in preparing and submitting the annual reports using the following approach:</p> <ol style="list-style-type: none"> 1. <u>Prepare Year 5 Annual Report for January 1, 2023 – December 31, 2023</u> (Permit # – TXR040000) (Due March 31, 2024) Halff will review the current SWMP and MS4 permit to evaluate all progress towards the Minimum Control Measure (MCM) measurable goals and to identify which measurable goals still need to be completed. Halff will prepare the Year 5 Annual Report, Best Management Practices (BMPs), timeline of activities, program goals, and annual reporting requirements. Halff will work with the Town to document the progress achieved during reporting Year 5 (2023) towards the measurable goals of each MCM and Best Management Practices (BMP) from the current SWMP. 2. <u>NOI and SWMP Revision</u> (due 180 days after TCEQ permit is approved)– Halff will assist the Town in the preparation of the TCEQ required Notice of Intent (NOI) and the revision of the Town’s current Storm Water Management Program (SWMP) using the MCM and scheduled of BMPs developed. Following the review meeting with the Town, Halff will prepare a draft SWMP and NOI. Halff will schedule a conference call to discuss the Town Comment. Halff will amend the draft SWMP and prepare a final SWMP and NOI for the Town to submit. Following the written instructions from the TCEQ’s Office of Chief Clerk, Halff will provide notice that the Town will need to publish. Half will attend up to one (1) public meeting if public meetings are directed by the TCEQ executive director. This scope of work does not include the implementation of the SWMP activities, nor the annual reporting required. Halff will assist the Town in developing implementation strategies, a basic timeline for each storm water related activity, and a reference for responsible parties involved. Upon request, Halff can prepare proposals to assist the Town in the implementation process and the annual reporting.
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Additional Services Available:	<u>Notice of Change</u> – As an additional service, if it is required to address and document changes to the SWMP measurable goals, Halff will prepare and submit to TCEQ a Notice of Change (NOC) document on behalf of the Town.
Deliverables:	<ol style="list-style-type: none"> 1. Digital copies of the draft Year 5 Annual Report 2. Digital copies of the final Year 5 Annual Report 3. Year 5 Annual Reports submitted to TCEQ 4. Digital copies of the draft MCMs and schedule of BMPs 5. Digital Copies of the Notice of Intent and a SWMP provided to the Town for submittal to TCEQ.
Items Furnished by Town:	<ol style="list-style-type: none"> 1. Documentation related to recent SWMP progress towards measurable goals, etc.
Schedule:	<ul style="list-style-type: none"> - March 11, 2024 - Halff to provide the draft SWMP Annual Report documents (Year 5) to the Town for review - March 18, 2024 - Town to provide feedback to Halff on draft SWMP Annual Report documents (Year 5) - March 25, 2024 - Halff to submit on behalf of the Town the revised and final SWMP Annual Report documents to TCEQ - March 31, 2024 - TCEQ due date to avoid Year 5 penalties - May 30, 2024 - Draft revised MCM and schedule of BMPs to the Town - June 17, 2024 – Town to provide feedback to Halff on the Draft BMPs - July 15, 2024 - Final NOI and SWMP will be submitted for signature by the Town. (Anticipated due date for SWMP is July 22, 2024)
Fees:	<ol style="list-style-type: none"> 1. Review, prepare, and submit year 5 SWMP annual report - \$7,500 2. Review, prepare, and submit Revised NOI, SWMP, MCM and BMP schedule - \$12,500 <p>Total Fee: \$20,000.00</p> <p>This is a <u>(Cost Plus Maximum)</u> Fee and will be billed monthly on an hourly basis. Direct costs (mileage, copies, etc) are included in this fee and are charged at actual invoice cost times a multiplier of 1.1. Services will be billed in accordance with the Rate Schedule and the Unit Pricing Schedule included in the master agreement. The maximum amount of this Work Order will not be exceeded without written authorization from the Town.</p>

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Halff Associates is performing the services above under the terms and conditions described in the **Agreement for Professional Engineering Services on a Work Order Basis**, dated October 7, 2008, between Halff Associates and the Town of Double Oak. Halff Associates will bill the above described services under project number AVO 37946, WO324.

Submitted:

HALFF ASSOCIATES, INC.

Approved:

TOWN OF DOUBLE OAK, TEXAS

By: _____

Signature

Printed Name

Title

Date

By: _____

Signature

Printed Name

Title

Date