



**BOARD OF DIRECTORS
REGULAR MEETING**

**TROPHY CLUB MUNICIPAL UTILITY DISTRICT NO. 1
100 MUNICIPAL DRIVE
TROPHY CLUB, TEXAS 76262**

Wednesday, December 18, 2024

6:30 P.M.

Svore Municipal Boardroom

REGULAR MEETING AGENDA

CALL TO ORDER AND ANNOUNCE A QUORUM

CITIZEN COMMENTS

This is an opportunity for citizens to address the Board on any matter whether or not it is posted on the agenda. The Board is not permitted to take action on or discuss any comments made to the Board at this time concerning an item not listed on the agenda. The Board will hear comments on specific agenda items prior to the Board addressing those items. You may speak up to four (4) minutes or the time limit determined by the President or presiding officer. To speak during this item, you must complete the Speaker's form that includes the topic(s) of your statement. Citizen Comments should be limited to matters over which the Board has authority.

REPORTS & UPDATES

1. Staff Reports
 - a. Monthly Capital Improvement Projects
 - b. Monthly Operations Reports
 - c. Monthly Finance Reports

[Attachments: Monthly Staff Reports](#)

CONSENT AGENDA

All matters listed as Consent Agenda are considered to be routine by the Board of Directors and will be enacted by one motion. There will not be a separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

2. Consider and act to approve the Consent Agenda.
 - a. November 20, 2024, Regular Meeting minutes

[Attachment: Meeting Minutes](#)

REGULAR SESSION

3. Consider and act regarding District repository and document management systems:
 - a. Master Service Agreement with MCCI, Inc. (Contract 2024121801)
 - b. Addendum No. 1 to Master Services Agreement.

[Attachment: MCCI, Inc. Staff report](#)

4. Consider and act to approve Contract No. 2024121802 with Más Talent Human Resources for employee management services.

[Attachment: Más Talent Staff Report](#)

5. Consider and act regarding approval of Contract No. 2024121803 with Insituform Technologies, LLC for wastewater manhole repairs.

[Attachment: Insituform Tech. Staff Report](#)

6. Consider and take appropriate action to appoint two Directors to serve on a subcommittee to discuss funding options for future fire department capital equipment and infrastructure expenses.
7. Discussion regarding 50th anniversary of the District. (Carr)

EXECUTIVE SESSION

8. Pursuant to Section 551.076 of the Texas Government Code known as the Texas Open Meetings Act, the Board will convene into closed session for the following purpose: to deliberate the deployment of security devices on District-owned properties.

REGULAR SESSION

9. Consider and act regarding item(s) discussed in Executive Session.

FUTURE AGENDA ITEMS

Board Members may provide requests for discussion items for a future agenda in accordance with the board's approved bylaws. No further discussion will be held related to topics proposed until they are posted on a future agenda in accordance with the Texas Open Meetings Act

10. Items for future agendas:

11. Next Regular Meeting date – January 15, 2025, at 6:30 p.m.

[Attachment: January Meeting Calendar](#)

THE BOARD OF DIRECTORS RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME DURING THE COURSE OF THIS MEETING TO DISCUSS ANY MATTERS LISTED ON THE AGENDA, AS AUTHORIZED BY TEXAS GOVERNMENT CODE SECTION 551.071 (CONSULTATION WITH ATTORNEY), 551.072 (DELIBERATIONS ABOUT REAL PROPERTY), 551.073 (DELIBERATIONS ABOUT GIFTS AND DONATIONS), 551.074 (PERSONNEL MATTERS), 551.076 (DELIBERATIONS ABOUT SECURITY DEVICES), AND/OR 418.183 (HOMELAND SECURITY).

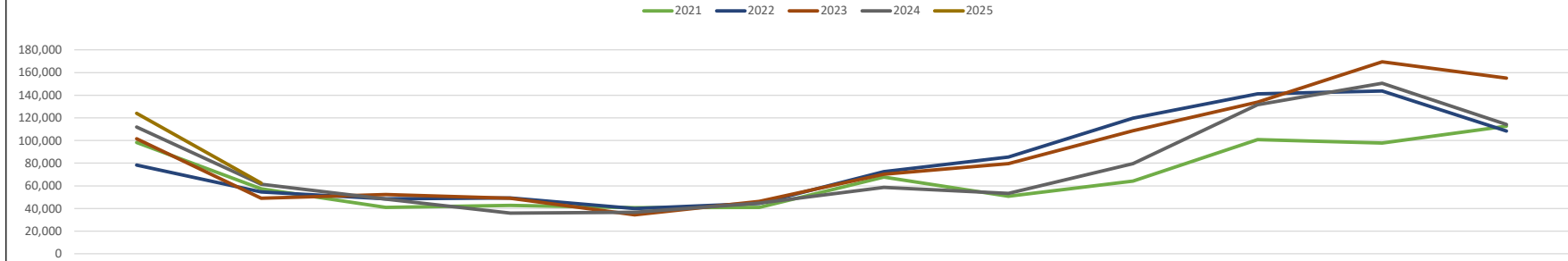
ADJOURN



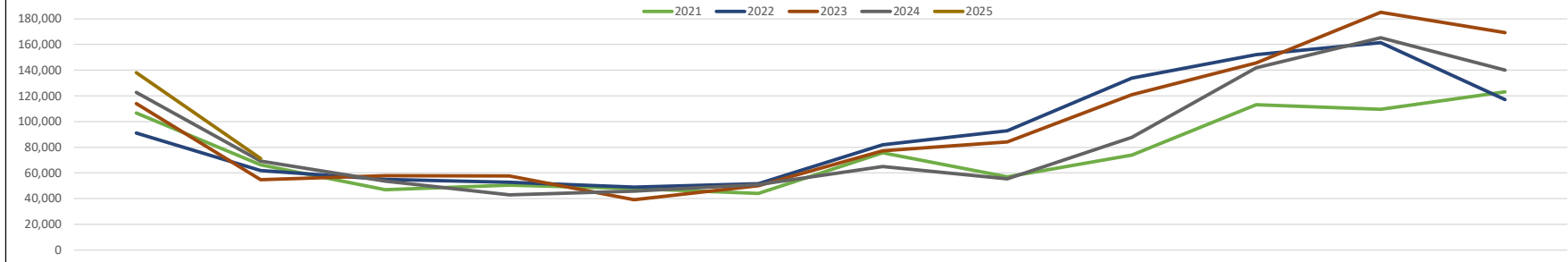
Capital Improvement Projects

- Pump Station Improvement Project – The contractor is awaiting delivery of an electrical component needed to complete the start up for pump #2. Startup of pump #3 pump is complete and operational. New grating has been installed around all pumps and the interior work is substantially complete.
- FY 2024 Water Line Project – This project is complete excluding any remaining punch list items and final cleanup.
- FY 2025 Water Line Project – Design is in progress for the replacement of approximately 8,500 linear feet of water lines along and adjacent to Indian Creek Drive, Saint Andrews Court, Lake Forest Court, Turnbury Court, Glen Eagles Court, Alamosa Drive, Monterey Drive, Silver Rock Drive, and Durango Drive.
- Southlake emergency connection – We are awaiting a response from the city of Southlake regarding whether they can accommodate the request for an emergency water connection.

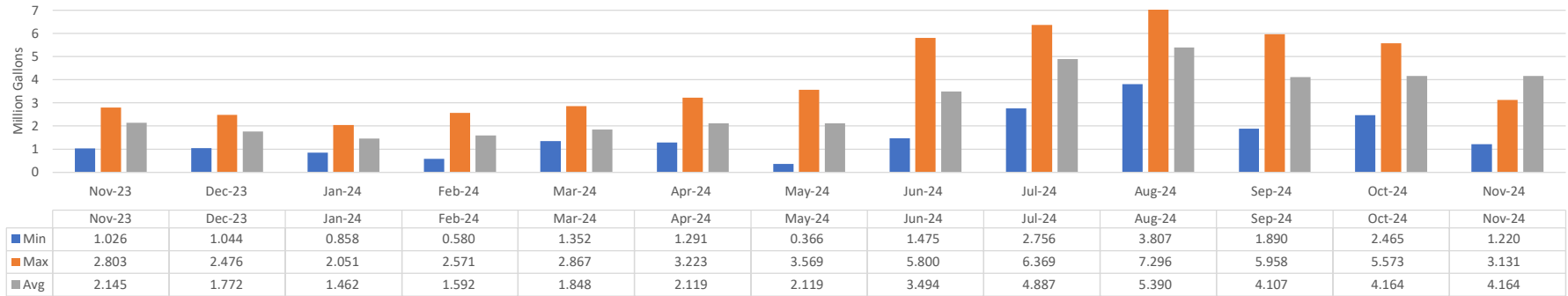
Water Billed



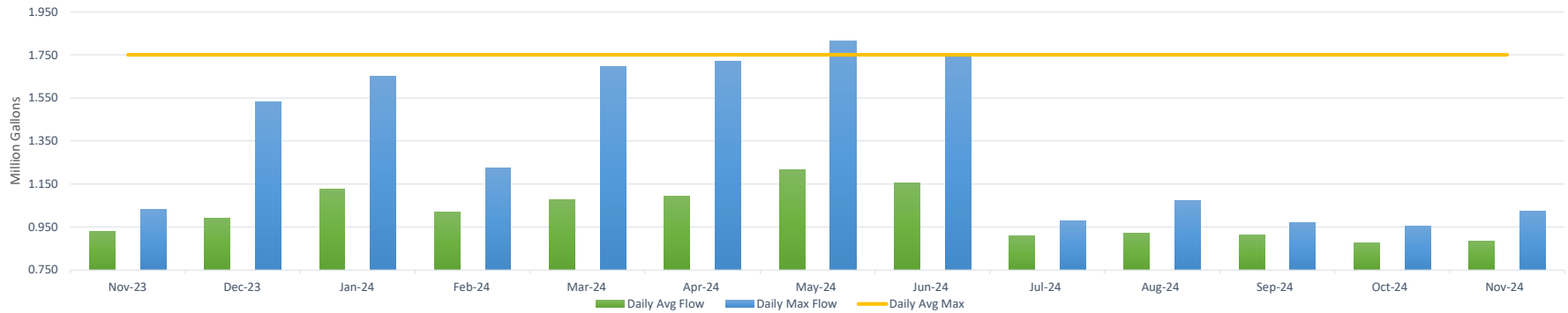
Water Pumped



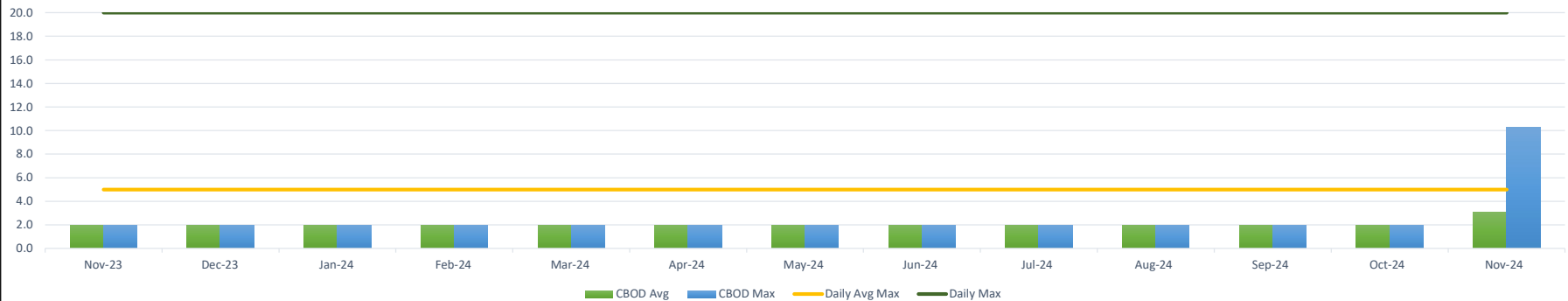
Water Production



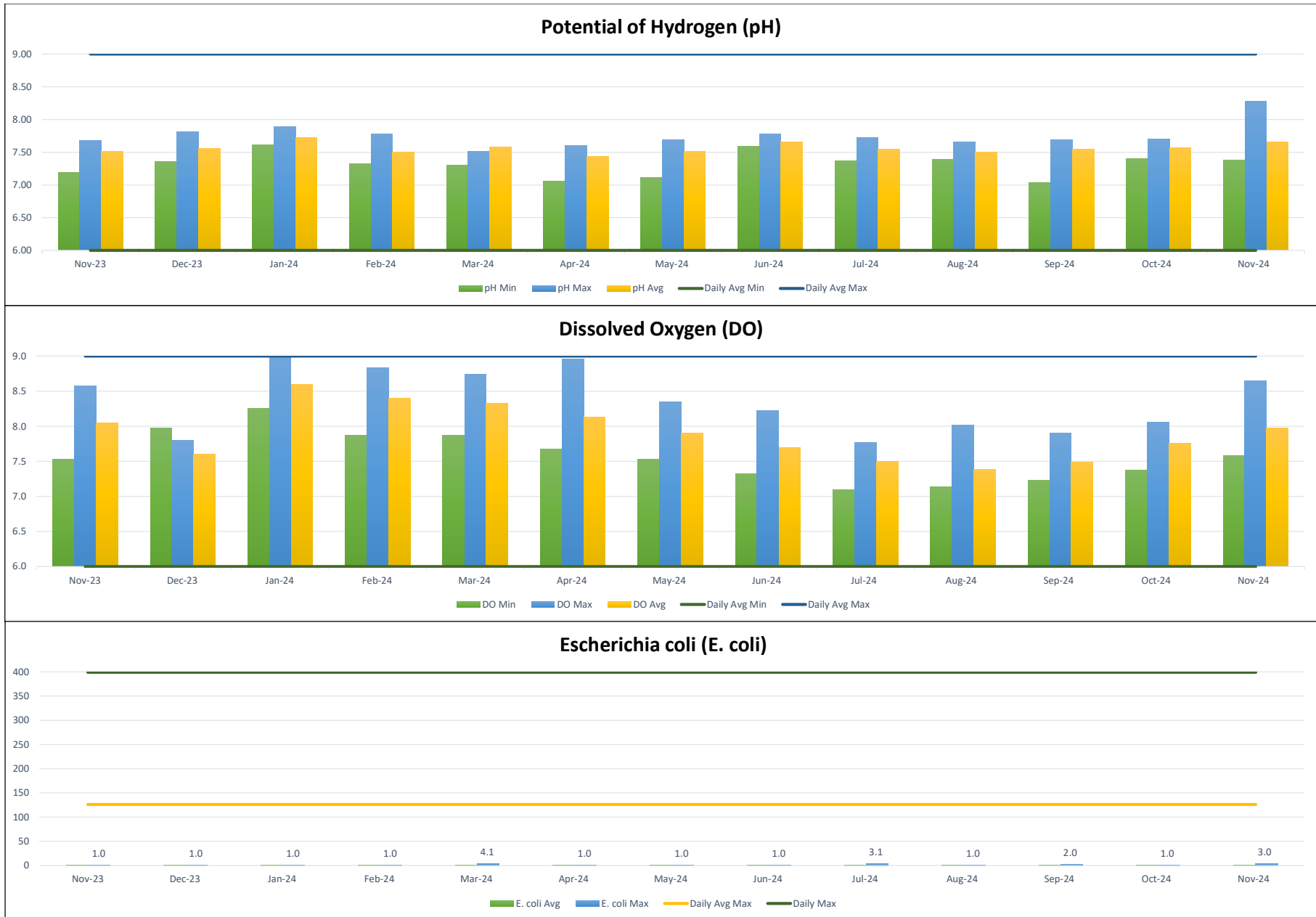
Wastewater Treated



Carbonaceous Biochemical Oxygen Demand (CBOD)









Trophy Club Municipal Utility District No. 1

Check Report

By Check Number

Date Range: 11/01/2024 - 11/30/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Prosperity Bank-Prosperity Bank						
Payment Type: Regular						
3300	2T Underground LLC	11/20/2024	Regular	0.00	229,430.69	10828
2222	Aflac	11/20/2024	Regular	0.00	687.28	10829
3213	Alan'S Gates, Inc.	11/20/2024	Regular	0.00	145.00	10830
2772	Allied Waste Industries	11/20/2024	Regular	0.00	6,790.23	10831
1250	Bio-Aquatic Testing Inc.	11/20/2024	Regular	0.00	1,170.00	10832
2683	Charter Communications	11/20/2024	Regular	0.00	903.74	10833
2655	Core & Main LP	11/20/2024	Regular	0.00	6,837.23	10834
4003	CW Janitorial Services	11/20/2024	Regular	0.00	2,200.00	10835
2497	DHS Automation Inc	11/20/2024	Regular	0.00	1,525.87	10836
4088	Entech Sales & Service, LLC	11/20/2024	Regular	0.00	305.00	10837
2635	Halff Associates Inc.	11/20/2024	Regular	0.00	11,796.79	10838
4033	Health Care Service Corporation	11/20/2024	Regular	0.00	20,670.70	10839
2783	JJ HVAC LLC	11/20/2024	Regular	0.00	1,195.00	10840
2943	JP Morgan Chase Bank NA	11/20/2024	Regular	0.00	16,758.17	10841
4089	Mas Talent LLC	11/20/2024	Regular	0.00	13,902.93	10842
2628	MCCI	11/20/2024	Regular	0.00	6,444.60	10843
3110	Pump Solutions Inc	11/20/2024	Regular	0.00	24,984.00	10844
1737	PVS DX INC	11/20/2024	Regular	0.00	2,140.99	10845
3176	Rey-Mar Construction	11/20/2024	Regular	0.00	7,786.36	10846
1578	Smith Pump Company, Inc.	11/20/2024	Regular	0.00	32,230.00	10847
3156	Southern Petroleum Lab Inc	11/20/2024	Regular	0.00	6,162.00	10848
1973	Texas Commission on Environmental Quality	11/20/2024	Regular	0.00	18,852.57	10849
2696	Texas Excavation Safety System	11/20/2024	Regular	0.00	240.35	10850
4085	The Liston Law Firm, P.C.	11/20/2024	Regular	0.00	4,404.25	10851
1001	Town of Trophy Club	11/20/2024	Regular	0.00	376,818.32	10852
1081	Tri County Electric	11/20/2024	Regular	0.00	690.96	10853
4031	Tronic LLC	11/20/2024	Regular	0.00	39.00	10854
2634	Valley Solvents & Chemicals	11/20/2024	Regular	0.00	2,635.63	10855
1058	Verizon Wireless	11/20/2024	Regular	0.00	583.93	10856
3280	Watts Ellison LLC	11/20/2024	Regular	0.00	3,089.67	10857
Total Regular:				0.00	801,421.26	

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payment Type: Bank Draft						
3197	BenefitMall	11/08/2024	Bank Draft	0.00	248.33	DFT0000207
3113	TCDRS	11/30/2024	Bank Draft	0.00	9,406.74	DFT0000208
3124	IRS Tax Payment	11/08/2024	Bank Draft	0.00	13,030.07	DFT0000209
3197	BenefitMall	11/22/2024	Bank Draft	0.00	248.33	DFT0000211
3113	TCDRS	11/30/2024	Bank Draft	0.00	9,357.10	DFT0000212
3124	IRS Tax Payment	11/22/2024	Bank Draft	0.00	12,934.03	DFT0000213
3113	TCDRS	11/30/2024	Bank Draft	0.00	2,203.06	DFT0000214
3124	IRS Tax Payment	11/22/2024	Bank Draft	0.00	2,397.67	DFT0000215
Total Bank Draft:				0.00	49,825.33	

Bank Code Prosperity Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	51	30	0.00	801,421.26
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	8	8	0.00	49,825.33
EFT's	0	0	0.00	0.00
	59	38	0.00	851,246.59

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	51	30	0.00	801,421.26
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	8	8	0.00	49,825.33
EFT's	0	0	0.00	0.00
	59	38	0.00	851,246.59

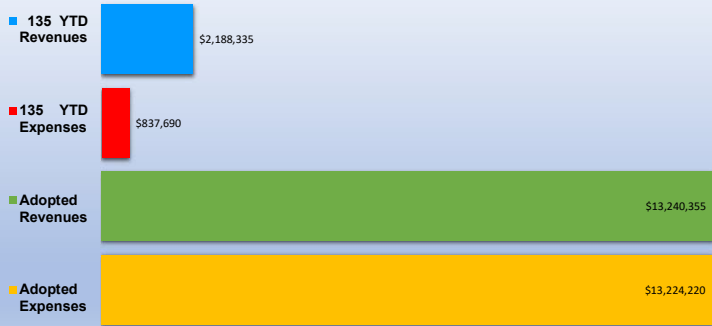
Fund Summary

Fund	Name	Period	Amount
996	MUD Consolidated Cash	11/2024	851,246.59
			851,246.59

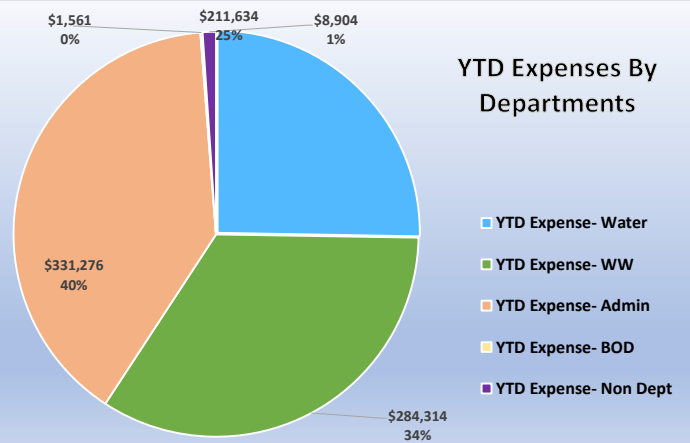
FY 2025 Combined Financials

YTD as of 11/30/2024

Adopted Budget vs YTD Actuals Revenues & Expenses

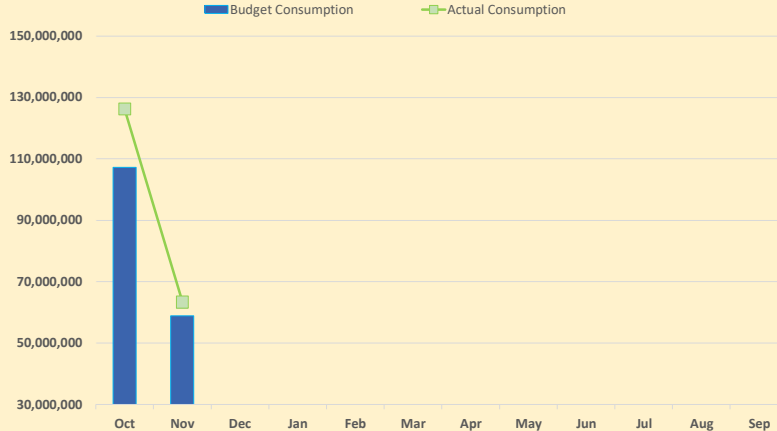


YTD Expenses By Departments

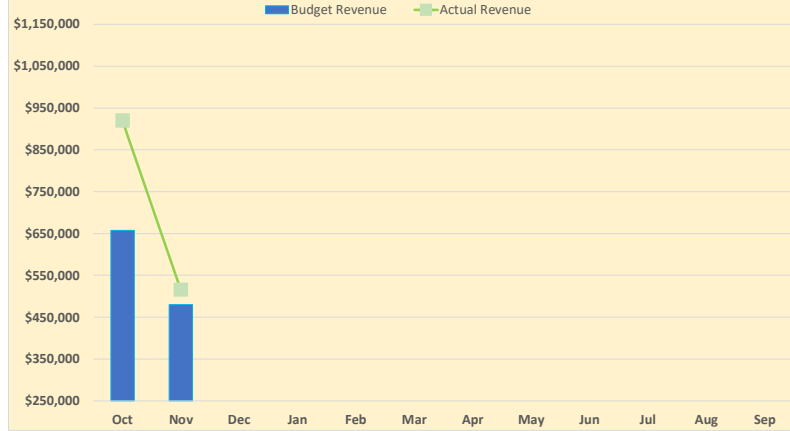


Water Budget vs Actual

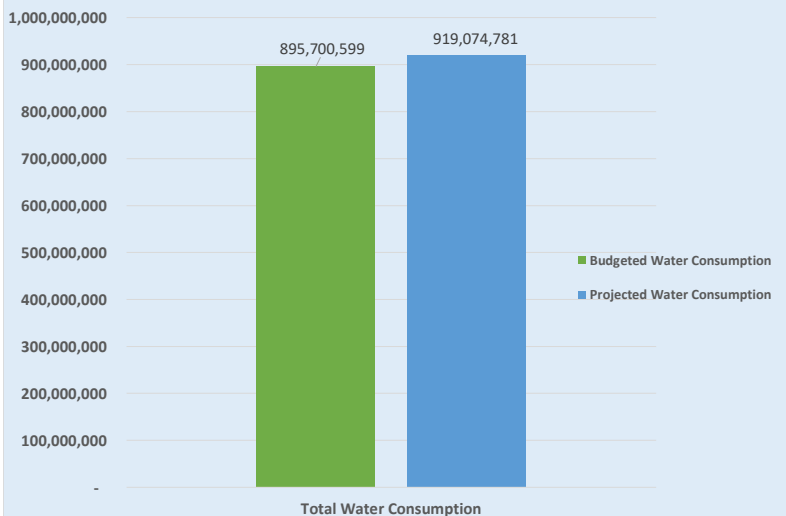
Water Consumption Budget vs Actual



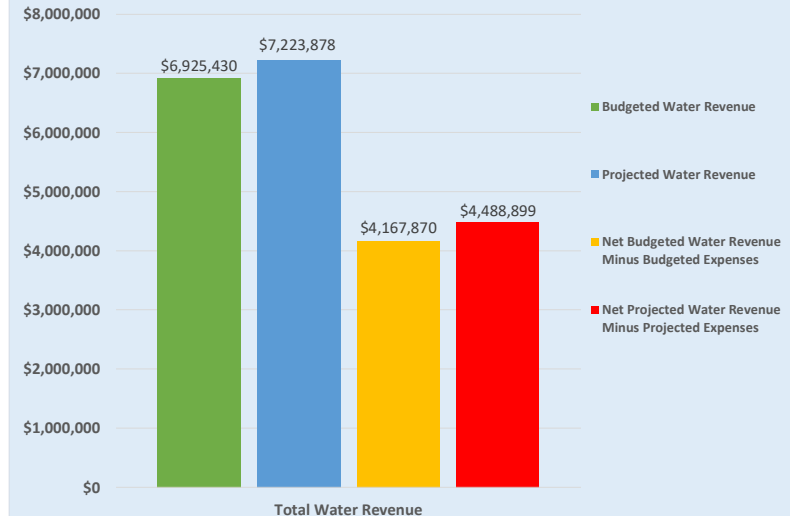
Water Revenue Budget vs Actual



Adopted Budget Water Consumption Vs Actual Water Consumption



Adopted Budget Water Revenue Vs Projected Water Revenue





Trophy Club Municipal Utility District No. 1

Budget Report

Account Summary

For Fiscal: 2024-2025 Period Ending: 11/30/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 135 - MUD 1 General Fund							
Revenue							
Department: 000 - Revenue, Asset, Liability, & Equity							
135-000-40000-000	Property Taxes	85,620.00	85,620.00	2,160.56	2,352.58	-83,267.42	97.25 %
135-000-40002-000	Property Taxes/Delinquent	550.00	550.00	11.90	32.47	-517.53	94.10 %
135-000-40015-000	Property Taxes/P & I	500.00	500.00	7.16	-23.10	-523.10	104.62 %
135-000-40025-000	PID Surcharges	143,160.00	143,160.00	12,086.28	24,171.72	-118,988.28	83.12 %
135-000-47000-000	Water	6,925,430.00	6,925,430.00	515,385.23	1,435,568.99	-5,489,861.01	79.27 %
135-000-47005-000	Sewer	3,773,500.00	3,773,500.00	295,710.98	607,316.71	-3,166,183.29	83.91 %
135-000-47025-000	Penalties	105,800.00	105,800.00	17,114.82	27,541.54	-78,258.46	73.97 %
135-000-47030-000	Service Charges	3,350.00	3,350.00	275.00	400.00	-2,950.00	88.06 %
135-000-47035-000	Plumbing Inspections	300.00	300.00	1,350.00	1,350.00	1,050.00	450.00 %
135-000-47045-000	Sewer Inspections	100.00	100.00	400.00	400.00	300.00	400.00 %
135-000-47070-000	TCCC Effluent Charges	119,890.00	119,890.00	2,698.08	17,629.04	-102,260.96	85.30 %
135-000-49011-000	Interest Income	533,725.00	533,725.00	7,561.94	48,063.45	-485,661.55	90.99 %
135-000-49016-000	Cell Tower Revenue	50,930.00	50,930.00	0.00	0.00	-50,930.00	100.00 %
135-000-49026-000	Proceeds from Sale of Assets	25,000.00	25,000.00	15,000.00	15,000.00	-10,000.00	40.00 %
135-000-49036-000	GASB Reserves	285,000.00	285,000.00	0.00	0.00	-285,000.00	100.00 %
135-000-49075-000	Oversize Meter Reimbursement	2,100.00	2,100.00	3,852.00	3,852.00	1,752.00	183.43 %
135-000-49141-000	Interfund Transfer In	1,178,400.00	1,178,400.00	0.00	0.00	-1,178,400.00	100.00 %
135-000-49900-000	Miscellaneous Income	7,000.00	7,000.00	435.60	4,679.18	-2,320.82	33.15 %
Department: 000 - Revenue, Asset, Liability, & Equity Total:		13,240,355.00	13,240,355.00	874,049.55	2,188,334.58	-11,052,020.42	83.47%
Revenue Total:		13,240,355.00	13,240,355.00	874,049.55	2,188,334.58	-11,052,020.42	83.47%
Expense							
Department: 010 - Water							
135-010-50005-000	Salaries & Wages	448,840.00	448,840.00	34,932.15	58,439.68	390,400.32	86.98 %
135-010-50010-000	Overtime	17,000.00	17,000.00	979.19	1,944.35	15,055.65	88.56 %
135-010-50016-000	Longevity	6,540.00	6,540.00	6,537.50	6,537.50	2.50	0.04 %
135-010-50017-000	Certification	3,300.00	3,300.00	250.00	550.00	2,750.00	83.33 %
135-010-50020-000	Retirement	57,100.00	57,100.00	5,123.86	8,096.59	49,003.41	85.82 %
135-010-50026-000	Medical Insurance	105,150.00	105,150.00	7,624.29	12,782.34	92,367.66	87.84 %
135-010-50027-000	Dental Insurance	5,080.00	5,080.00	368.01	616.81	4,463.19	87.86 %
135-010-50028-000	Vision Insurance	980.00	980.00	71.34	119.58	860.42	87.80 %
135-010-50029-000	Life Insurance & Other	4,000.00	4,000.00	0.00	573.38	3,426.62	85.67 %
135-010-50030-000	Social Security Taxes	29,490.00	29,490.00	2,576.19	4,103.68	25,386.32	86.08 %
135-010-50035-000	Medicare Taxes	6,897.00	6,897.00	602.48	959.71	5,937.29	86.09 %
135-010-50040-000	Unemployment Taxes	1,260.00	1,260.00	0.00	0.00	1,260.00	100.00 %
135-010-50045-000	Workman's Compensation	13,200.00	13,200.00	1,136.90	2,273.80	10,926.20	82.77 %
135-010-50060-000	Pre-emp Physicals/Testing	400.00	400.00	0.00	0.00	400.00	100.00 %
135-010-50070-000	Employee Relations	300.00	300.00	0.00	111.80	188.20	62.73 %
135-010-55080-000	Maintenance & Repairs	222,000.00	222,000.00	-250.71	-250.71	222,250.71	100.11 %
135-010-55085-000	Generator Maint. and Repair	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
135-010-55090-000	Vehicle Maintenance	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
135-010-55105-000	Maintenance-Backhoe/SkidLoader	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
135-010-55135-000	Lab Analysis	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00 %
135-010-55135-001	Lab Analysis for PID	3,000.00	3,000.00	0.00	120.00	2,880.00	96.00 %
135-010-60010-000	Communications/Mobiles	7,500.00	7,500.00	335.05	335.05	7,164.95	95.53 %
135-010-60020-000	Electricity	216,400.00	216,400.00	22,038.82	44,892.00	171,508.00	79.26 %
135-010-60080-000	Schools & Training	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
135-010-60100-000	Travel & per diem	920.00	920.00	0.00	0.00	920.00	100.00 %
135-010-60135-000	TCEQ Fees & Permits	29,500.00	29,500.00	8,964.55	8,964.55	20,535.45	69.61 %
135-010-60135-001	TCEQ Fees & Permits for PID	500.00	500.00	0.00	0.00	500.00	100.00 %

Budget Report

For Fiscal: 2024-2025 Period Ending: 11/30/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
135-010-60150-000	Wholesale Water	2,757,560.00	2,757,560.00	0.00	0.00	2,757,560.00	100.00 %
135-010-60285-000	Lawn Equipment & Maintenance	12,500.00	12,500.00	1,200.00	1,200.00	11,300.00	90.40 %
135-010-60332-000	Interfund Transfer Out-Rev I&S	568,498.00	568,498.00	0.00	51,681.71	516,816.29	90.91 %
135-010-65005-000	Fuel & Lube	23,580.00	23,580.00	0.00	1,397.40	22,182.60	94.07 %
135-010-65010-000	Uniforms	4,360.00	4,360.00	0.00	0.00	4,360.00	100.00 %
135-010-65030-000	Chemicals	35,000.00	35,000.00	6,185.22	6,185.22	28,814.78	82.33 %
135-010-65050-000	Meter Expense	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
135-010-65053-000	Meter Change Out Program	130,000.00	130,000.00	0.00	0.00	130,000.00	100.00 %
135-010-69005-000	Capital Outlays	2,265,000.00	2,265,000.00	0.00	0.00	2,265,000.00	100.00 %
135-010-69195-000	GASB Reserve for Replacement	426,590.00	426,590.00	0.00	0.00	426,590.00	100.00 %
Department: 010 - Water Total:		7,440,945.00	7,440,945.00	98,674.84	211,634.44	7,229,310.56	97.16%
Department: 020 - Wastewater							
135-020-50005-000	Salaries & Wages	275,760.00	275,760.00	11,211.84	18,779.71	256,980.29	93.19 %
135-020-50010-000	Overtime	20,000.00	20,000.00	786.31	1,112.79	18,887.21	94.44 %
135-020-50016-000	Longevity	2,770.00	2,770.00	2,772.50	2,772.50	-2.50	-0.09 %
135-020-50017-000	Certification	5,700.00	5,700.00	225.00	400.00	5,300.00	92.98 %
135-020-50020-000	Retirement	36,500.00	36,500.00	1,799.48	2,767.80	33,732.20	92.42 %
135-020-50026-000	Medical Insurance	60,090.00	60,090.00	3,260.70	5,450.01	54,639.99	90.93 %
135-020-50027-000	Dental Insurance	2,790.00	2,790.00	119.47	199.72	2,590.28	92.84 %
135-020-50028-000	Vision Insurance	590.00	590.00	25.65	42.87	547.13	92.73 %
135-020-50029-000	Life Insurance & Other	3,000.00	3,000.00	0.00	332.06	2,667.94	88.93 %
135-020-50030-000	Social Security Taxes	18,860.00	18,860.00	898.46	1,375.51	17,484.49	92.71 %
135-020-50035-000	Medicare Taxes	4,411.00	4,411.00	210.13	321.70	4,089.30	92.71 %
135-020-50040-000	Unemployment Taxes	1,010.00	1,010.00	0.00	0.00	1,010.00	100.00 %
135-020-50045-000	Workman's Compensation	8,356.00	8,356.00	727.15	1,454.30	6,901.70	82.60 %
135-020-50060-000	Pre-emp Physicals/Testing	400.00	400.00	0.00	0.00	400.00	100.00 %
135-020-50070-000	Employee Relations	300.00	300.00	0.00	111.80	188.20	62.73 %
135-020-55080-000	Maintenance & Repairs	149,000.00	149,000.00	58,959.87	58,959.87	90,040.13	60.43 %
135-020-55081-000	Mainten & Repairs Collections	330,000.00	330,000.00	7,786.36	13,761.36	316,238.64	95.83 %
135-020-55085-000	Generator Maint. and Repair	11,000.00	11,000.00	0.00	0.00	11,000.00	100.00 %
135-020-55090-000	Vehicle Maintenance	4,600.00	4,600.00	0.00	0.00	4,600.00	100.00 %
135-020-55091-000	Veh Maintenance Collections	11,480.00	11,480.00	0.00	0.00	11,480.00	100.00 %
135-020-55105-000	Maintenance-Backhoe/SkidLoader	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
135-020-55125-000	Dumpster Services	103,000.00	103,000.00	6,790.23	6,790.23	96,209.77	93.41 %
135-020-55135-000	Lab Analysis	60,000.00	60,000.00	7,332.00	11,318.40	48,681.60	81.14 %
135-020-60010-000	Communications/Mobiles	5,000.00	5,000.00	200.60	200.60	4,799.40	95.99 %
135-020-60020-000	Electricity	314,100.00	314,100.00	22,573.51	44,212.70	269,887.30	85.92 %
135-020-60080-000	Schools & Training	2,420.00	2,420.00	0.00	0.00	2,420.00	100.00 %
135-020-60100-000	Travel & per diem	870.00	870.00	0.00	0.00	870.00	100.00 %
135-020-60135-000	TCEQ Fees & Permits	12,000.00	12,000.00	9,888.02	9,888.02	2,111.98	17.60 %
135-020-60285-000	Lawn Equipment & Maintenance	16,000.00	16,000.00	1,420.00	1,420.00	14,580.00	91.13 %
135-020-60331-000	Interfund Transfer Out-Tax I&S	115,708.00	115,708.00	0.00	10,518.91	105,189.09	90.91 %
135-020-60332-000	Interfund Transfer Out-Rev I&S	704,820.00	704,820.00	0.00	64,074.57	640,745.43	90.91 %
135-020-65005-000	Fuel & Lube	13,000.00	13,000.00	0.00	568.16	12,431.84	95.63 %
135-020-65010-000	Uniforms	3,520.00	3,520.00	0.00	0.00	3,520.00	100.00 %
135-020-65030-000	Chemicals	32,500.00	32,500.00	2,635.63	5,271.26	27,228.74	83.78 %
135-020-65031-000	Chemicals Collections	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
135-020-65045-000	Lab Supplies	33,000.00	33,000.00	1,444.00	22,208.99	10,791.01	32.70 %
135-020-69005-000	Capital Outlays	1,140,000.00	1,140,000.00	0.00	0.00	1,140,000.00	100.00 %
135-020-69195-000	GASB Reserve for Replacement	337,380.00	337,380.00	0.00	0.00	337,380.00	100.00 %
Department: 020 - Wastewater Total:		3,852,935.00	3,852,935.00	141,066.91	284,313.84	3,568,621.16	92.62%
Department: 026 - Board of Directors							
135-026-50045-000	Workman's Compensation	20.00	20.00	0.66	1.32	18.68	93.40 %
135-026-60070-000	Dues & Memberships	750.00	750.00	0.00	1,070.00	-320.00	-42.67 %
135-026-60075-000	Meetings	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
135-026-60080-000	Schools & Training	4,000.00	4,000.00	0.00	490.00	3,510.00	87.75 %
135-026-60100-000	Travel & per diem	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %

Budget Report

For Fiscal: 2024-2025 Period Ending: 11/30/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
135-026-60245-000	Miscellaneous Expenses	500.00	500.00	0.00	0.00	500.00	100.00 %
Department: 026 - Board of Directors Total:		11,770.00	11,770.00	0.66	1,561.32	10,208.68	86.73%
Department: 030 - Administration							
135-030-50005-000	Salaries & Wages	662,170.00	662,170.00	50,522.44	84,611.20	577,558.80	87.22 %
135-030-50010-000	Overtime	2,000.00	2,000.00	0.00	193.66	1,806.34	90.32 %
135-030-50016-000	Longevity	2,290.00	2,290.00	2,285.00	2,285.00	5.00	0.22 %
135-030-50020-000	Retirement	79,976.00	79,976.00	6,318.91	10,414.82	69,561.18	86.98 %
135-030-50026-000	Medical Insurance	105,150.00	105,150.00	6,531.00	10,939.43	94,210.57	89.60 %
135-030-50027-000	Dental Insurance	3,810.00	3,810.00	253.55	424.69	3,385.31	88.85 %
135-030-50028-000	Vision Insurance	830.00	830.00	55.36	92.72	737.28	88.83 %
135-030-50029-000	Life Insurance & Other	4,800.00	4,800.00	22.10	795.95	4,004.05	83.42 %
135-030-50030-000	Social Security Taxes	41,320.00	41,320.00	3,165.73	5,235.31	36,084.69	87.33 %
135-030-50035-000	Medicare Taxes	9,660.00	9,660.00	740.39	1,224.40	8,435.60	87.33 %
135-030-50040-000	Unemployment Taxes	1,510.00	1,510.00	0.00	0.00	1,510.00	100.00 %
135-030-50045-000	Workman's Compensation	1,703.00	1,703.00	143.71	287.42	1,415.58	83.12 %
135-030-50060-000	Pre-emp Physicals/Testing	400.00	400.00	0.00	0.00	400.00	100.00 %
135-030-50070-000	Employee Relations	4,000.00	4,000.00	0.00	167.72	3,832.28	95.81 %
135-030-55030-000	Software & Support	153,810.00	153,810.00	19,184.13	62,009.42	91,800.58	59.68 %
135-030-55080-000	Maintenance & Repairs	23,000.00	23,000.00	1,170.00	1,170.00	21,830.00	94.91 %
135-030-55085-000	Generator Maint. and Repair	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
135-030-55120-000	Cleaning Services	20,000.00	20,000.00	2,200.00	2,200.00	17,800.00	89.00 %
135-030-55160-000	Professional Outside Services	100,000.00	100,000.00	30,661.10	102,040.10	-2,040.10	-2.04 %
135-030-55205-000	Utility Billing Contract	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00 %
135-030-60005-000	Telephone	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
135-030-60010-000	Communications/Mobiles	3,000.00	3,000.00	48.28	48.28	2,951.72	98.39 %
135-030-60020-000	Electricity/Gas	20,300.00	20,300.00	1,395.30	2,968.36	17,331.64	85.38 %
135-030-60035-000	Postage	30,000.00	30,000.00	0.00	393.25	29,606.75	98.69 %
135-030-60040-000	Service Charges & Fees	155,000.00	155,000.00	10,596.27	21,670.40	133,329.60	86.02 %
135-030-60050-000	Bad Debt Expense	13,000.00	13,000.00	0.00	0.00	13,000.00	100.00 %
135-030-60055-000	Insurance	129,860.00	129,860.00	10,640.69	21,281.38	108,578.62	83.61 %
135-030-60070-000	Dues & Memberships	2,560.00	2,560.00	0.00	100.00	2,460.00	96.09 %
135-030-60080-000	Schools & Training	3,550.00	3,550.00	0.00	0.00	3,550.00	100.00 %
135-030-60100-000	Travel & per diem	4,270.00	4,270.00	0.00	0.00	4,270.00	100.00 %
135-030-60285-000	Lawn Equipment & Maintenance	6,000.00	6,000.00	469.67	469.67	5,530.33	92.17 %
135-030-65010-000	Uniforms	530.00	530.00	0.00	0.00	530.00	100.00 %
135-030-65055-000	Hardware	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
135-030-65085-000	Office Supplies	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
135-030-65095-000	Maintenance Supplies	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
135-030-69005-000	Capital Outlays	115,000.00	115,000.00	0.00	0.00	115,000.00	100.00 %
135-030-69170-000	Copier Lease Installments	4,000.00	4,000.00	0.00	253.30	3,746.70	93.67 %
135-030-69195-000	GASB Reserve for Replacement	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
Department: 030 - Administration Total:		1,805,499.00	1,805,499.00	146,403.63	331,276.48	1,474,222.52	81.65%
Department: 039 - Non Departmental							
135-039-55045-000	Legal	65,000.00	65,000.00	4,404.25	4,404.25	60,595.75	93.22 %
135-039-55055-000	Auditing	30,000.00	30,000.00	0.00	4,500.00	25,500.00	85.00 %
135-039-55060-000	Appraisal	13,070.00	13,070.00	0.00	0.00	13,070.00	100.00 %
135-039-55065-000	Tax Admin Fees	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
Department: 039 - Non Departmental Total:		113,070.00	113,070.00	4,404.25	8,904.25	104,165.75	92.13%
Expense Total:		13,224,219.00	13,224,219.00	390,550.29	837,690.33	12,386,528.67	93.67%
Fund: 135 - MUD 1 General Fund Surplus (Deficit):		16,136.00	16,136.00	483,499.26	1,350,644.25	1,334,508.25	-8,270.38%
Report Surplus (Deficit):		16,136.00	16,136.00	483,499.26	1,350,644.25	1,334,508.25	-8,270.38%

Budget Report

Group Summary

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 135 - MUD 1 General Fund						
Revenue						
000 - Revenue, Asset, Liability, & Equity	13,240,355.00	13,240,355.00	874,049.55	2,188,334.58	-11,052,020.42	83.47%
Revenue Total:	13,240,355.00	13,240,355.00	874,049.55	2,188,334.58	-11,052,020.42	83.47%
Expense						
010 - Water	7,440,945.00	7,440,945.00	98,674.84	211,634.44	7,229,310.56	97.16%
020 - Wastewater	3,852,935.00	3,852,935.00	141,066.91	284,313.84	3,568,621.16	92.62%
026 - Board of Directors	11,770.00	11,770.00	0.66	1,561.32	10,208.68	86.73%
030 - Administration	1,805,499.00	1,805,499.00	146,403.63	331,276.48	1,474,222.52	81.65%
039 - Non Departmental	113,070.00	113,070.00	4,404.25	8,904.25	104,165.75	92.13%
Expense Total:	13,224,219.00	13,224,219.00	390,550.29	837,690.33	12,386,528.67	93.67%
Fund: 135 - MUD 1 General Fund Surplus (Deficit):	16,136.00	16,136.00	483,499.26	1,350,644.25	1,334,508.25	-8,270.38%
Report Surplus (Deficit):	16,136.00	16,136.00	483,499.26	1,350,644.25	1,334,508.25	-8,270.38%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
135 - MUD 1 General Fund	16,136.00	16,136.00	483,499.26	1,350,644.25	1,334,508.25
Report Surplus (Deficit):	16,136.00	16,136.00	483,499.26	1,350,644.25	1,334,508.25

CASH STATUS AS OF NOVEMBER 2024			Restricted - Unable to be spent	Unrestricted- Available for spending	Total in Accounts (Restricted & Unrestricted)
135-10250	TexPool O & M (XXXXX0002) General Fund Operating		\$0	\$2,371,849	\$2,371,849
135-10300	Prosperity Bank (XXXXX2660) General Fund Operating	*	\$156,195	\$5,626,065	\$5,782,260
135-10305	Prosperity Bank Reserve-Savings Acct (XXXXX7724)		\$2,009,824	\$0	\$2,009,824
135-11100	Petty Cash Administration		\$0	\$150	\$150
135-11150	Petty Cash Utility Billing		\$0	\$450	\$450
137-10250	TexPool O & M (XXXXX0002) GASB Replacement		\$4,896,455	\$0	\$4,896,455
519-10300	Prosperity Bank (XXXXX2660) SWIFT		\$85,052	\$0	\$85,052
519-11155	Cash-Bond Escrow Bank of Texas (SWIFT)		\$857,643	\$0	\$857,643
520-10250	Texpool Revenue Bond Water & Waste Water Systems 2019 (XXXXX018)		\$0	\$0	\$0
520-10300	Prosperity Bank (XXXXX2660)- Construction Water & Waste Water Systems		\$0	\$0	\$0
528-10250	TexPool Revenue Bond Reserve (XXXXX014) WWTP Improvements		\$1,001,863	\$0	\$1,001,863
533-10250	TexPool Tax I & S (XXXXX0003)		\$119,115	\$0	\$119,115
533-10300	Prosperity Bank (XXXXX2660) Tax I&S		\$0	\$0	\$0
534-10250	TexPool Revenue I & S (XXXXX013) WWTP Improvements		\$109,794	\$0	\$109,794
535-10250	Texpool Revenue I & S (XXXXX017) SWIFT		\$43,534	\$0	\$43,534
536-10250	TexPool Revenue I & S (XXXXX020) Water & Waste Water Systems		\$47,660	\$0	\$47,660
				\$7,998,514	\$17,325,648

Amount available in cash for spending (MUD Accounts)

\$7,998,514

*11/30/2024 Customer Water Deposits \$156,195.00

Fire Department Cash

122-10250	TexPool O & M (XXXXX0002)-Fire Operating Cash		\$0	\$502,278	\$502,278
122-10300	Prosperity Bank (XXXXX2660) Fire Operating		\$0	\$27,476	\$27,476
			\$0	\$529,754	\$529,754

Amount available in cash for spending (Fire Department Accounts)

\$529,754**General Fund 135 Available**

\$	5,626,065	Prosperity General Fund
\$	2,371,849	Texpool General Fund
\$	600	Petty Cash
\$	7,998,514	

Total General Fund 135 Available for Spending

General Fund 135 Fund Balances

Nonspendable Fund Balance (Prepays)	\$	3,880
Assigned Fund Balance (FY2024 Capital Projects plus prior year carry forward)	\$	6,516,007
Unassigned Fund Balance	\$	3,045,197
Current Year Revenue/Expenses	\$	1,350,644
Total Nonspendable, Assigned & Committed Fund Balances - General Fund 135		\$10,915,728

November Utility Billing Report
Fiscal Year 2024 - 2025

	November 2023	December 2023	January 2024	February 2024	March 2024	April 2024	May 2024	June 2024	July 2024	August 2024	September 2024	October 2024	November 2024
ebills	1,740	1,737	1,736	1,734	1,744	1,741	1,738	1,724	1,720	1,719	1,721	1,720	1,713
Bills Mailed	3,739	3,742	3,726	3,729	3,737	3,747	3,753	3,758	3,768	3,774	3,759	3,772	3,815
Bank Draft	562	567	568	565	565	562	562	557	546	543	544	537	545
Online Payments	3,006	3,133	3,023	3,036	3,246	2,992	3,152	3,197	3,136	3,263	3,095	3,200	3,070
Late Notices	298	342	249	298	299	245	295	277	242	326	275	286	422
Disconnects	4	5	4	8	7	3	3	3	0	4	2	1	5
Connections MUD	3,395	3,395	3,395	3,395	3,394	3,394	3,394	3,394	3,394	3,394	3,396	3,396	3,396
Connections Town	1,444	1,446	1,446	1,447	1,447	1,450	1,453	1,453	1,454	1,456	1,457	1,457	1,466

November Permits
Fiscal Year 2024 - 2025

Date of Permit	Permit No.	Customer Deposit	Due to FW Water	Oversize Meter	Plumbing Inspections	Sewer Inspections	Fire Line	Misc. Income	Total
11/1/2024	2025-01	\$ 100.00	\$ 4,953.00	\$ 428.00	\$ 150.00	\$ 50.00			\$ 5,681.00
11/1/2024	2025-02	\$ 100.00	\$ 4,953.00	\$ 428.00	\$ 150.00	\$ 50.00			\$ 5,681.00
11/7/2024	2025-03	\$ 100.00	\$ 4,953.00	\$ 428.00	\$ 150.00	\$ 50.00			\$ 5,681.00
11/11/2024	2025-04	\$ 100.00	\$ 4,953.00	\$ 428.00	\$ 150.00	\$ 50.00			\$ 5,681.00
11/11/2024	2025-05	\$ 100.00	\$ 4,953.00	\$ 428.00	\$ 150.00	\$ 50.00			\$ 5,681.00
11/12/2024	2025-06	\$ 100.00	\$ 4,953.00	\$ 428.00	\$ 150.00	\$ -			\$ 5,631.00
11/14/2024	2025-07	\$ 100.00	\$ 4,953.00	\$ 428.00	\$ 150.00	\$ 50.00			\$ 5,681.00
11/15/2024	2025-08	\$ 100.00	\$ 4,953.00	\$ 428.00	\$ 150.00	\$ 50.00			\$ 5,681.00
11/18/2024	2025-09	\$ 100.00	\$ 4,953.00	\$ 428.00	\$ 150.00	\$ 50.00			\$ 5,681.00
									\$ -
									\$ -
Total		\$ 900.00	\$ 44,577.00	\$ 3,852.00	\$ 1,350.00	\$ 400.00	\$ -	\$ -	\$ 51,079.00

**REGULAR MEETING MINUTES
Trophy Club Municipal Utility District No. 1
BOARD OF DIRECTORS
November 20, 2024, at 6:30 p.m.**

Trophy Club Municipal Utility District No. 1 Board of Directors, of Denton and Tarrant Counties, met in a regular session meeting on November 20, 2024, at 6:30 p.m., in the Boardroom of the Administration Building, 100 Municipal Drive, Trophy Club, Texas 76262. The meeting was held within the boundaries of the District and was open to the public.

STATE OF TEXAS §
COUNTIES OF DENTON AND TARRANT §

BOARD MEMBERS PRESENT:

Kevin R. Carr	President
Ben Brewster	Vice President
Doug Harper	Secretary/Treasurer
William C. Rose	Director
Jim Thomas	Director

STAFF PRESENT:

Alan Fourmentin	General Manager
Laurie Slaght	District Secretary
Mike McMahon	Operations Manager
Regina Van Dyke	Finance Manager
Pam Liston	General Legal Counsel
Cyndi Ryan	Human Resources

CALL TO ORDER AND ANNOUNCE A QUORUM

President Carr announced the date of November 20, 2024, called the meeting to order and announced a quorum present at 6:30 p.m.

CITIZEN COMMENTS

Pat Keefer 216 Fresh Meadow Dr.

REPORTS & UPDATES

1. Staff Reports
 - a. Monthly Capital Improvement Projects
 - b. Monthly Operations Reports
 - c. Monthly Finance Reports

General Manager Alan Fourmentin presented the monthly staff reports and answered questions related thereto. The General Manager noted that the District has hired a communications specialist, and an update will be brought back to the December meeting.

CONSENT AGENDA

2. Consider and act to approve the Consent Agenda.
 - a. October 16, 2024, Regular Meeting minutes

Motion made by Director Harper and seconded by Director Thomas to approve the consent agenda as presented.

Motion carried unanimously.

REGULAR SESSION

3. Consider and act regarding approval of employee health and ancillary benefits for the calendar year beginning January 1, 2025, and ending December 31, 2025, and authorize the General Manager to execute the necessary documents to implement Board action.

Cyndi Ryan, Human Resources provided the Board with updated information regarding employee benefits and included additional information as requested at the October meeting.

Director Brewster moved to table and seconded by Director Carr.

In favor: Carr, Harper, Brewster, and Thomas

Opposed: Rose

Motion passes 4-1

4. Consider and act to approve purchase of skid steer loader from Bobcat of North Texas.

Motion made by Director Thomas and seconded by Director Harper to approve purchase of skid steer loader from Bobcat of North Texas not to exceed \$46,337.52 and with the stipulation that they will provide a trade in credit of \$41,000 for the 2017 John Deere.

Motion carried unanimously.

5. Discussion regarding the possible transfer of fire department assets and operations to the Town of Trophy Club.

Director Carr requested to move this item into Executive Session. The Item is so moved.

The Board convened into Executive Session at 7:31 p.m.

The Board reconvened into Regular Session at 8:30 p.m.

No action is taken regarding Executive Session.

Motion made by Director Rose and seconded by Director Thomas to remove item #3 from the table for further consideration.

Motion carries unanimously.

Motion by Director Rose and seconded by Director Thomas to stay with Blue Cross Blue Shield and MetLife coverages with the exceptions that if we increase dependent coverage for dental from 50% to 100%,

increase the dependent vision coverage from 50% to 100%, and increase the employee life insurance coverage from \$100k to \$200k.

Motion carries unanimously.

FUTURE AGENDA ITEMS

6. Items for future agendas:

Item to form a subcommittee with the Town of Trophy Club for future fire department capital funding.

7. Next Regular Meeting date – December 18, 2024, at 6:30 p.m.

ADJOURN

President Carr called the meeting adjourned at 8:52 p.m.

Kevin R. Carr, President

Doug Harper, Secretary/Treasurer

(SEAL)

Laurie Slaght, District Secretary



STAFF REPORT

December 18, 2024

AGENDA ITEM: Consider and act regarding District repository and electronic document management systems:

- a. Master Service Agreement with MCCI, Inc. (Contract No. 2024121801)
- b. Addendum No. 1 to Master Services Agreement.

DESCRIPTION: In 2016, the District purchased Laserfiche 10 from MCCI, Inc., for document management and repository services. Laserfiche 11 is Cloud based and introduces significant updates aimed at streamlining the process of managing customer and vendor information. The new features will enhance the efficiency of administrative tasks and provide a better experience for both staff and customers. Key upgrades include:

1. **Customer Forms:** Staff will be able to create forms that customers can easily submit through a secure portal. This replaces the previous requirement for customers to visit the office in person or submit paper documents via email.
2. **Online Payment for Deposits:** Customers will now have the option to pay deposits online, offering a safe and convenient alternative to cash or check payments.
3. **Secure Payment Setup:** Current customers can submit their banking information securely, enabling them to set up payments without the need for in-person visits or paper submissions.
4. **Faster Vendor Setup:** The upgrade will allow vendors to apply online and submit necessary documents electronically, streamlining the onboarding process.

These updates, included in the FY2025 Capital Improvements budget, aim to enhance the customer experience, and increase operational efficiency.

ATTACHMENTS: Master Service Agreement
Addendum No. 1

RECOMMENDATION: Staff recommends approval of Contract No. 2024121801 Master Service Agreement and Addendum No. 1 with MCCI, Inc. for document management and repository services for an amount not to exceed \$58,438.50 and authorize the General Manager to execute the necessary documents.

This Master Services Agreement No. 20780 (this "**Agreement**") is effective on date of last signature ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company, with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**Company**") and Client (defined herein). Company and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**".

The terms "**Client**" in this Agreement shall also include Client's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the applicable Party. It is agreed that Client's Affiliates who are a party to the applicable Order (defined below) shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

As used in this Agreement, "Company" means the Company Affiliate providing the Services (defined below) to the Client in the applicable Order.

The Parties hereto intending to be legally bound hereby, agree as follows:

1. Scope of Service

Company and Client may develop and enter into one or more sales orders, attached hereto or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client and agreed to be performed or otherwise provided by Company (and as modified in writing by the Parties, each an "**Order**"). Company will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by Company to Client (each a "**Deliverable**"), and the acceptance criteria, if any, for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. Unless provided to the contrary in the applicable Order, to the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of this Agreement shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, except those that may appear in the applicable Order, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third-party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (each a "**Change Order**") will be binding upon Client or Company, nor will such Change Order be the basis for any claim for additional compensation by Company, until Client and Company have agreed in writing to the same.

Each Company Affiliate will only be liable for those obligations expressly set forth in the applicable Order to which it is a party and the applicable Affiliate will invoice client for the same. In no event will a Company Affiliate be liable for any of the obligations or liabilities of any other Company Affiliate pursuant to this Agreement.

2. Fees

Client shall pay to Company the fees and other compensation and or reimbursement set forth in each Order. The Client acknowledges that it may incur expenses as associated with non-refundable items (e.g., airline tickets, training/install charges, hotel reservations, rental cars, and the like), in the event that (i) Client cancels or reschedules performance, after Company has made the applicable arrangements; or (ii) If Client is not prepared upon Company's arrival, which results in cancellation, delays, and/or the need to reperform any Deliverables.

3. Invoicing and Payment

Unless otherwise stated in an Order, Company will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Failure to pay invoices by the due date, unless Company has been informed by said due date that an invoice is being contested and the reason therefor, may result in the imposition of interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of Company's expenses incurred through the effective date of termination. If Client cancels or suspends an Order, pursuant to this Agreement and only if allowed hereunder, between completed milestones, Company will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, Company will recommence invoicing per the applicable Order.

To the extent that Client is not exempt and/or has not communicated its tax status to Company, Client further agrees to pay amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to Company under this Agreement or any other Agreement between the Parties, exclusive of taxes based on Company's net income or net worth. Client understands and accepts that any pricing set forth in an Order does not include such taxes.

All recurring software maintenance support, subscriptions and/or other service packages ("**Recurring Services**") will automatically renew unless Client has

- (a) terminated the Agreement and/or applicable Order, per Section 4;
- (b) provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services; or
- (c) not paid in full the renewal invoice within 45 days after scheduled renewal date of the Recurring Services, the Order (and/or applicable addendum) will systematically terminate, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees);

Once payment has been received, no refunds for Recurring Services are available.

4. Term, Termination, and Cancellation

This Agreement will commence on the Effective Date and will be effective for the longer of (i) a one (1) year period or (ii) the term of the original Order and will renew automatically for one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Termination of this Agreement or any Order hereunder may occur upon any of the following:

- (a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
- (b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event**"), unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or
- (d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the applicable Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to Company at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Agreement is terminated following an Event of Non-appropriation, Client agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Client shall not purchase or otherwise acquire any technology performing functions similar to those performed by the Recurring Services from a third party.

5. Working Arrangements

All Services shall be performed remotely, unless otherwise agreed to by the Parties.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services and/or delivery of a Deliverable will, on reasonable notice: (i) be available to assist Company Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist Company with any other activities or tasks required to complete the Services in accordance with the Order.

6. Company Personnel

Neither Company nor its Personnel (defined below) are or shall be deemed to be employees of Client but instead are independent contractors to Client. Company shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the engagement of such Personnel.

In addition, Company shall be responsible for all acts or omissions of its Personnel.

Company may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with Company employees "**Personnel**"). Company remains responsible for all acts and omissions of all Personnel.

Upon receipt of notice from Client that any Company Personnel is not suitable, Company shall remove such person from the performance of Services and will provide a qualified replacement as quickly as reasonably possible.

Unless a particular Company Personnel member has been identified as a key resource to the relevant Order, Company at its sole discretion may reassign, if and as necessary, other appropriately qualified Company Personnel to the relevant Order as long as such assignment will not affect Company's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party is a legal representative of the other nor does a Party have the authority, either express or implied, to bind or obligate the other in any way.

7. Non-Solicitation

To the extent permitted by law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall knowingly (i) induce or attempt to induce any then-current employee or independent contractor of the other Party to terminate his or her employment or other relationship with the non-soliciting Party or (ii) solicit or hire any former employee or independent contractor that had been employed or engaged by the non-soliciting Party during the previous twelve (12) months. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment by the hiring Party (including its Affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its Affiliates) regarding employment opportunities. The current engaging Party, in its sole discretion, may waive this provision in writing for an individual. Except for government entities, In consideration for such waiver, the soliciting Party agrees to pay a placement fee equal to fifty (50) percent of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

8. Confidential Information

The Parties acknowledge that in the course of Company providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance hereunder. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by Company to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

"Confidential Information" means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, clients, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the **"Recipient"**) prior to the time of disclosure by the other Party (the **"Disclosing Party"**); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of this Agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

9. Intellectual Property

Unless otherwise specified in any Order, or subject to a third-party license agreement, title to all materials, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by Company under any Order, to the extent that the same are custom and unique in application to Client, (whether or not such Order is completed) (**"Works"**), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. Company shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing Company shall not use or disclose any Client Confidential Information or Deliverables custom and unique to Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Company agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section 9. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, Company shall promptly turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports, and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) Company software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with Company and/or Client; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which Company had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to Company. Should Company, in performing any Services hereunder, use any computer program, code, or other materials developed by it independently of the Services provided hereunder (**"Pre-existing Work"**), Company shall retain any and all rights in such Pre-existing Work. Company hereby grants Client a paid up, royalty free, world-wide, non-exclusive license to use outputs generated by the Company software and Pre-existing Work for its internal business needs for the term of each applicable Order.

Client understands and agrees that Company may perform similar services for third Parties using the same Personnel that Company may use for rendering Services for Client hereunder, subject to Company's obligations respecting Client's Confidential Information pursuant to Section 8.

10. Data Privacy

In the event that Company, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to “**Personal Information**” (as defined by the State Data Protection Laws (defined below) and/or European Union Directives, and including, but not limited to, an individual's name and social security number, driver's license number or financial number) then Company shall safeguard this information in accordance with these laws. Company may disclose Personal Information and other Client provided information for business purposes only on a need-to-know basis and only to (i) Company Personnel, (ii) any third-party service providers that have agreed to safeguard Personal Information and other Client provided information in a like manner as Company safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. Company may disclose Personal Information when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. Company shall have no duty to notify Client of such compliance with law. Company takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Information and to prevent its unauthorized use or disclosure. To the extent that Company experiences a Security Breach as defined under the applicable State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, Company shall notify Client in writing within five (5) business days of confirming the same.

11. Warranty**(a) General Representation and Warranty.**

Client represents and warrants that it shall have all rights and licenses, including, without limitation those related to data, software and the like, of third parties, necessary or appropriate for Company to access or use such data and/or third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of Company.

(b) Services Warranty.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 10, THE APPLICABLE EXHIBITS AND/OR ORDERS, COMPANY DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

(c) General Warranty.

Company shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that Company agrees that Client may be a publicly traded company and Company shall instruct Company Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, “**State Data Protection Laws**”), and (v) Company also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

12. Indemnification and Limitation of Liability**(a) Indemnification.**

To the extent caused by Company, Company shall indemnify, defend, and hold Client harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings (“**Claims**”) for bodily injury or tangible property damage arising out of Company's performance within the scope of its responsibilities under this Agreement or by a third-party alleging that the use of any Deliverable (expressly excluding third party software and/or cloud host provider) as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights perfected in the United States. Notwithstanding the foregoing, Company shall not be required to indemnify Client to the extent the alleged infringement: (i) is based on information or requirements furnished by Client, (ii) is the result of a modification made by an entity other than Company, or (iii) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by Company. If Client is enjoined from using the Deliverable or Company reasonably believes that Client will be enjoined, Company shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to Company, then this Agreement may be terminated at either Party's option, and Company's sole liability shall be subject to the limitation of liability provided in this Section.

(b) Indemnification Procedure.

Client shall give Company (i) prompt written notice of the Claim; (ii) sole control of the defense and settlement of the Claim (provided that Company may not settle any Claim unless it unconditionally releases Client of all liability and does not otherwise negatively impact Client's rights, including, without limitation, those in its intellectual property); and (iii) at Company's cost, all reasonable assistance.

(c) Limitation of Liability.

Except for a breach of intellectual property rights, a third party's end user and/or terms of use agreement, and to the extent caused by the applicable Party:

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE. EXCEPT FOR A PARTY'S PAYMENT OBLIGATIONS; (ii) EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES, OR OTHER

LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES AND/OR SOFTWARE PROVIDED HEREUNDER OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO MCCI BY CLIENT UNDER THE APPLICABLE ORDER, GIVING RISE TO SUCH CLAIM DURING THE LAST TWELVE (12) MONTHS. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL AGREEMENTS BETWEEN THE PARTIES, REGARDLESS OF WHETHER EXECUTED PRIOR TO OR SUBSEQUENT TO THIS AGREEMENT.

EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION 11. THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN SECTIONS 11 AND 12 HEREOF WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

13. Insurance

During the term of this Agreement, Company shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and \$1,000,000 employers' liability
- Comprehensive General Liability: \$2,000,000 per occurrence and \$4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: \$1,000,000 per occurrence and \$3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: \$3,000,000 in the aggregate

Company, at Client's request, will name Client as an additional insured under the Comprehensive General Liability policy. Company represents that Client is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability, but no modified certificate of insurance will be provided.

14. Notices

All notices, demands, and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

If to Company

MCCI, LLC
3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
Attn: Legal Department
Email: legal@mccinnovations.com

If to Client:

Trophy Club Municipal Utility District No.1
100 Municipal Drive
Trophy Club, FL 76262
Attn: Laurie Slaughter
Email: lslaughter@tcmud.org

15. Miscellaneous

(a) Third-Party EULA (End User License Agreement) Provisions.

Client acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies, and/or terms and conditions or similar requirements ("EULA"), whether supplied by Company as a convenience or not, for any products procured on behalf of Client by Company and Company shall not be responsible for such products except related services provided directly by Company

(b) Use of Open-Source Code.

Except as disclosed in the Order, Company does not distribute nor otherwise use any open-source or similar software in a manner that would obligate Company to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, "Open Source" shall mean any software or other Intellectual Property that is distributed or made available as "open-source software" or "free software" or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open Source includes, but may not be limited to, software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License, or BSD License, as well as all other similar "public" licenses.

(c) Client Software Customizations.

Client may choose to customize their software internally without Company's help. Company is not responsible for any damages caused by Client's customization of the software. Company will not be held responsible for correcting any problems that may occur from these customizations.

(d) Company Software Configuration Services.

Client may elect to contract with Company to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to Company for any damages that could be related to these software configurations.

(e) Compliance with Laws.

To the extent applicable to the Parties each Party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Services, Deliverables and/or software and the performance of this Agreement.

(f) Equal Opportunity.

To the extent applicable to the Parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

(g) Excluded Parties List.

To the extent required by law and applicable to Client, Company agrees to promptly report to Client if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

(h) Boycotts.

Company is not engaged in and will not engage in a boycott prohibited under United States and/or applicable State laws.

(i) E-Verify

Company uses E-Verify to verify the work authorization of all newly hired employees.

(j) Force Majeure.

If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. "Force Majeure" means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(k) Audit Rights.

With reasonable notice and at a convenient location, Client will have the right to audit Company's records to verify the accuracy of invoicing to Client.

In addition, should any of Client's regulators legally require access to audit the Services, Company will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be Company Confidential Information.

Client shall bear all costs associated with audits.

(l) Assignment.

Neither Party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets, or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

(m) Modification.

This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

(n) Provisions Severable.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

(o) Dispute Resolution.

Should a dispute arise between Company and Client involving their respective responsibilities, limitations, or the working relations between the Parties under this Agreement or any Order, then the Parties will make reasonable efforts to amicably resolve the dispute. Prior to entering arbitration as set forth below, the Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors. If the dispute is still unresolved after such ten (10) business day period, the Parties agree, at the written request of either Party, to submit the dispute to a single arbitrator for resolution by binding arbitration under the rules of the American Arbitration Association, and that any award of the arbitrator shall be enforceable under any court having jurisdiction thereof. In any such action, the Parties will bear their own costs and will share equally in the costs and fees assessed by the American Arbitration Association for its services.

(p) Interpretation.

The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

(q) Publicity.

Company may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in Section 8 of this Agreement.

(r) Entire Agreement.

This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

(s) Counterparts.

This Agreement may be executed in several counterparts, 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. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

(t) Governing Law.

This Agreement, any claim dispute or controversy hereunder (a "Dispute") will be governed by (i) the laws of the State of Florida, or (ii) if Client is a city, county, municipality or other governmental entity, the law of state where Client is located, in all cases without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each Party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

(u) Survival.

Sections 2 (Fees), 3 (Invoicing and Payment), 6 (Company Personnel), 7 (Non-solicitation), 8 (Confidential Information), 9 (Intellectual Property), 10 (Data Privacy), 11 (Warranty), 12 (Indemnification and Limitation of Liability), 14 (Notices), 15 (Miscellaneous), and all other terms that by their context are intended to survive, whether in or under this Agreement, shall survive termination or expiration of this Agreement.

(v) Bench Trial.

The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

(w) No Class Actions.

NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST EACH OTHER, SUCH PARTY'S PROVIDERS, AND/OR CLIENTS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

(x) Limitation Period.

Neither Party shall be liable for any claim brought more than two (2) years after the cause of action for such claim first arose.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

MCCi, LLC

TROPHY CLUB MUNICIPAL UTILITY DISTRICT NO.1 ("Client")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

100 MUNICIPAL DRIVE
TROPHY CLUB, FL 76262

ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 20780

LASERFICHE PLATFORM UPGRADE ORDER

Pursuant to Master Services Agreement No. 20780 ("**Agreement**"):

This Laserfiche Platform Upgrade Order, designated as Addendum No. 1, is entered into as of _____, ("**Addendum Effective Date**"), by and between MCCi and Client and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quote or proposals received. Use of pre-printed forms, including, but not limited to, email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only, and all unilaterally issued and/or pre-printed terms and conditions stated thereon, except as specifically set forth in this Order, are void and of no effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum No. 1 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

MCCi, LLC

TROPHY CLUB MUNICIPAL UTILITY DISTRICT ("Client**")**

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PRICING: LASERFICHE

3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Bill to: Laurie Slaght

Lslaght@Tcmud.Org

Ship to: Regina Van Dyke

rvandyke@tcmud.org

cc AP Contact: finance@tcmud.org

Cloud Admin: Laurie Slaght

Lslaght@Tcmud.Org

Client Name: Trophy Club Municipal Utility District

Quote Date: December 6, 2024

Client Address: 100 Municipal Drive, Trophy Club, TX 76262

Quote Number: 34175

Order Type: Platform Change

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Annual Total</i>
<u>LASERFICHE CLOUD ANNUAL SUBSCRIPTION - BASIC</u>			
<input checked="" type="checkbox"/> LF Cloud Municipality Site License (< 15k Population)	1	\$16,225.00	\$16,225.00
<input checked="" type="checkbox"/> Laserfiche Cloud Records Management Subscription	1	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud Quick Fields Complete with Agent Subscription (10-Pack)	1	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud Workflow Bots Subscription	1	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud Direct Share, Up to 200MB	1	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud Advanced Audit Trail Subscription	1	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud Unlimited Public Portal	1	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud Forms Portal Subscription (Unlimited Submissions Per Month)	1	Included*	Included*
<input checked="" type="checkbox"/> Laserfiche Cloud SDK Subscription	1	Included*	Included*
<i>Laserfiche Annual Recurring Subscription Subtotal</i>			<i>\$16,225.00</i>
<u>MCCI SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION</u>			
<input checked="" type="checkbox"/> MCCi Process Administration Support Services for Laserfiche (MPASS)	1	\$3,780.00	\$3,780.00
<i>Client needs are estimated based on the current components provided herein: up to 20 hours that will expire at the end of your renewal term.</i>			
<input checked="" type="checkbox"/> Training Center for Laserfiche Site License, Population Less than 15,000	1	\$2,300.00	\$2,300.00
<input checked="" type="checkbox"/> MCCi SLA for Laserfiche Site License, Population Less than 15,000	1	\$3,100.00	\$3,100.00
<i>MCCI Supplemental Support Services Annual Recurring Subscription Subtotal</i>			<i>\$9,180.00</i>
GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION			<i>\$25,405.00</i>

<i>Service Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Total</i>
<u>MCCi SERVICE PACKAGES</u>			
✓ Self-Hosted Data Migration to Laserfiche Cloud <i>Client must upgrade to newest version of Laserfiche to utilize the Laserfiche Data Migration Tool.</i>	1	\$2,925.00	\$2,925.00
✓ Records Management Configuration for Laserfiche Cloud	1	\$7,650.00	\$7,650.00
✓ Laserfiche Quick Fields Basic Configuration Package	1	\$3,375.00	\$3,375.00
✓ Laserfiche Repository Administrator Training - Half Day (Remote)	1	\$1,250.00	\$1,250.00
✓ Process Automation Designer Training on Laserfiche Forms - Tier 2 (Remote)	1	\$6,296.25	\$6,296.25
✓ Process Automation Designer Training on Laserfiche Workflow - Tier 2 (Remote)	1	\$6,296.25	\$6,296.25
✓ Implementation Management	1	\$11,475.00	\$11,475.00
<i>Service Packages Subtotal</i>			<i>\$39,267.50</i>
GRAND TOTAL - ONE-TIME SERVICES			<i>\$39,267.50</i>
<u>EXISTING LASERFICHE SOFTWARE SUPPORT CREDIT</u>			
✓ Laserfiche Avante Server for SQL Express with Workflow	-1		
✓ Laserfiche Avante Starter Public Portal	-1		
✓ Laserfiche Avante Named Full User with Web Access	-3		
✓ Laserfiche Avante ScanConnect 5 Pack (Legacy)	-1		
✓ Laserfiche Avante Import Agent	-1		
✓ Laserfiche Avante Starter Audit Trail	-3		
✓ Laserfiche Software Support Credit Proration	0		
✓ <i>Existing Laserfiche Software Support Credit Total</i>			<i>(\$4,212.00)</i>
<u>EXISTING MCCi SUPPORT/SUBSCRIPTION CREDIT</u>			
✓ Training Center for Laserfiche (1-4 Users) On-Premise	-1		
✓ Process Administration Support Services (retired)	-1		
✓ OCR Scheduler for Laserfiche	-1		
✓ MCCi Supplemental Support/Subscription Services Credit Proration	0		
<i>Existing MCCi Supplemental Support/Subscription Credit Total</i>			<i>(\$2,022.00)</i>
GRAND TOTAL - ESTIMATED EXISTING SUPPORT CREDIT			<i>(\$6,234.00)</i>
TOTAL LASERFICHE PROJECT COST			<i>\$58,438.50</i>

**Products shown as "Included" will be implemented and configured ONLY if the applicable MCCi Service Package(s) is included in this order, or product(s) can be implemented and configured at a later date with the purchase of the applicable service package(s).*

All Quotes Expire 30 Days from Quote Date

This is NOT an invoice. Please use this confirmation to initiate Client's purchasing process.

RECURRING SERVICES

The Recurring Services portion of this Order will be based on the pricing at the time of renewal. It will systematically renew unless written notice of termination has been provided per the master agreement. In the event that a manufacturer increases its prices for recurring annual services, the increase will be passed along to the Client. No more than once per year, MCCi may adjust its recurring annual services (services not related to 3rd party manufacturers) to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase. Please note that if you subscribe to volume-based solutions, additional user licenses may increase the cost of those items at the time of your next annual renewal.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

SERVICES

All services will be performed remotely unless noted otherwise. All Services pricing assumes the Client will grant MCCi **secure unattended access**.

PRODUCT ORDER TERMS

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
All Software/Solutions, Recurring Annual Support/Subscription, and Supplemental Support Services	Within 30 days of receipt of Order

The act of MCCi processing orders determines the start date of annual Recurring Service periods. Establishment of start dates for 3rd party manufacturer products are subject to each manufacturer's current policy.

BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software/Solutions, Recurring Annual Support/Subscription, and Supplemental Support Services	<ul style="list-style-type: none"> ▪ Initial Sale: Upon delivery of software or activation of the subscription ▪ Annual Renewal: 75 days in advance of expiration date
Service Packages	50% of the total upon receipt of Order, remaining 50% of each Service Package upon delivery completion and Client acceptance.

MCCi shall not send any invoices nor claim payment for any fees or expenses incurred by MCCi until both parties authorize this Order. Sales tax will be invoiced where applicable and is NOT included in the Pricing section.

SERVICE PACKAGES

GENERAL ASSUMPTIONS

To determine which platform/licenses are applicable, please refer to the [Pricing](#) section. The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the Scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule, justifying a Change Order.

- MCCi's completion of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, MCCi and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client is responsible for ensuring that adequate hardware/infrastructure is in place and capable of handling the extra resources that may be required to support the services performed.
- Any additional software-licensing needs related to this service/process configuration have not been considered or included as part of service packages. Client is responsible for ensuring required software licensing is available.
- If the Services require MCCi to access client data, item, and/or use any third party software products provided or used, Client represents and warrants that it shall have all rights and licenses, including, without limitation those of third parties, necessary or appropriate for MCCi to access or use such data and/ or third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a Change Order for time spent by MCCi on retraining, reeducating, or changes in direction.
- Through the course of this project, MCCi may choose to utilize the third-party service Asana (<http://www.asana.com>) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Asana.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist MCCi' personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the services as reasonably necessary; and (iii) be available to assist MCCi with any other activities or tasks required to complete the services.
- **All Services pricing assumes the Client will grant MCCi secure unattended access** to the required infrastructure for the project. Unattended access requires the following:
 - Either a VPN connection with proper credentials or installation of on-demand remote access software utilized by MCCi.
 - Connections that can be made by an assigned MCCi Project Team without intervention from the Client from the hours of 8:00 AM ET to 8:00 PM ET.
 - A Windows Domain account assigned exclusively to the assigned MCCi Project Team, with passwords provided, that has administrative access to all infrastructure being serviced for purposes of the project.
 - A Windows Domain account, and complete access to that account including the password, for the service account to be used with any installed software products.

- **Failure to provide this access will result in a Change Order increasing the cost to Client and timeline of the project.**

- Projects enter “On-Hold” status when (i) Client requests a delay in starting a new project, or (ii) Client is unresponsive for more than 15 business days during an active project. On-Hold status will remain until a new project start date is mutually agreed upon, or until Closed. MCCi may elect to Close the project due to project remaining On-Hold for more than 35 business days.
- Projects that are Closed prior to completion, will be billed for any progress made to date and the MCCi project team will no longer be assigned to the project. Billing for progress made to date is based on the number of hours worked or the estimated percentage of the project that has been completed, whichever is greater. Subsequently, a new order is required to restart a Closed project, and to have new MCCi project resources assigned.
- Client will provide a single point of contact responsible for coordinating communications and scheduling amongst Client stakeholders.
- MCCi will conduct a project kickoff call with Client to set objectives and review systems/processes used.
- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- TLS 1.2 is configured on all Laserfiche servers.
- Firewall ports will be opened for and unattended remote access on all necessary servers will be granted to MCCi.
- All services will be performed Monday – Friday, 8 am to 5 pm EST.
- MCCi will only provide recordings of trainings or meetings if requested in advance. Requested recordings will be available through the Training Center for Laserfiche.
- Client will acquire, install, and set up TLS certificates that meet application requirements.
- Purchase of Managed Cloud services may cover some of these assumptions/deliverables.
- Client will ensure previously agreed upon scheduled trainings are attended by their staff. For cancellations or rescheduling, the minimum notice period requirement to avoid penalties is 2 calendar weeks prior to the training date. Penalties: (i) Regardless of the notification time period, if the training was to be in person and MCCi has incurred non-refundable travel expenses, client will reimburse MCCi accordingly, and (ii) If client cancels or reschedules training within 7 calendar days and no less than 48 hours from the training date, the client will forfeit half of the allotted training time, or be assessed a fee equal to 50% of the training package purchased, or (ii) If the client cancels or reschedules the training within 48 hours of the training date, or is a no show on the training date, the training package purchased will be charged in full and forfeited by the client.

GENERAL TESTING DEFINITIONS

- Alpha Testing – Defined as internal acceptance testing performed by the project team prior to releasing the product or configuration to the Client
- Basic Deployment Testing – Defined as testing to ensure that the crucial functions of the system are operating properly, and that the deployment is stable
- Beta Testing – Defined as the testing performed to verify functionality and fulfillment of user requirements
- User Acceptance Testing – Defined as testing performed by the Client’s users to verify and accept the implemented functionality or deployment

GENERAL EXCLUSIONS

- MCCi is not responsible for assigning an external URL for any web-based platform/software module.
- MCCi is not responsible for creating or maintaining backups, backup plans or recovery plans.
- MCCi is not responsible for creating training documentation.
- MCCi is not responsible for final testing including, but not limited to, configuration changes made by Client prior to system handoff.
- Except where specifically noted, no custom coding is included; configuration work is restricted to the capabilities associated with the out-of-the-box solution.

SELF-HOSTED DATA MIGRATION TO LASERFICHE CLOUD

MCCi's Self-Hosted Data Migration to Laserfiche Cloud Package is designed to migrate an existing self-hosted Laserfiche system to a new Laserfiche Cloud environment.

CLIENT DELIVERABLES

- Provide a Windows account that has administrative rights to each server (can create, write, and read the various Laserfiche databases, and has administrative rights to the Laserfiche applications)
- Purchase a Laserfiche Cloud license that includes the features and data needed to migrate the self-hosted system

MCCi DELIVERABLES

- Migrate a single (1) repository from the Client's environment to the Laserfiche Cloud system
- Assist Client with switching one (1) installation of a self-hosted application (Windows Client, Quick Fields, Import Agent, etc.) to work with Laserfiche Cloud
- Perform basic software deployment testing
- Upgrade one existing installation of Laserfiche Server to the latest release of version 11.

EXCLUSIONS

MCCi is not responsible for the following:

- Upgrading Laserfiche applications except for the Laserfiche Server
- Upgrading SQL Server
- Migration of Laserfiche workflows, Laserfiche Forms Business Processes, or multiple repositories
- Migration or installation of Quick Fields Sessions
- Switching Windows users or groups to Repository users or groups

ASSUMPTIONS

- If Client has SQL 2016 or newer, additional professional services time may be needed to complete the migration.
- Laserfiche server is running Windows Server 2012 R2 or higher.
- Data is being migrated to a new Laserfiche Cloud system.
- During the migration of the self-hosted system to Laserfiche Cloud, both systems will be unavailable.
- Data is being migrated to a new Laserfiche Cloud system.
- The current Client infrastructure meets the requirements needed to install and run the Laserfiche Cloud Migration tool.

RECORDS MANAGEMENT CONFIGURATION FOR LASERFICHE CLOUD

MCCi will configure Records Management in Client's repository within Laserfiche Cloud using Transparent Records Management (TRM). Using TRM, both records managers and general users can organize the same repository in the manner they each prefer, simultaneously. The process is "transparent" because it enables general users to see through the complex records management layout to their desired structure. Records management requirements do not interfere with day-to-day business needs, and records managers can retain control over the way information is categorized and filed outside of the view of everyday users of the system.

CLIENT DELIVERABLES

- Provide Client representative to participate in organizing the repository through templates and folder structure and plan out the templates, record types, and folder structure, not to exceed 15 record types that will be implemented
- Provide all necessary information on the retention schedules to be implemented
- Have a testing team complete User Acceptance Testing (UAT) within two (2) weeks of the completion of deployment

MCCI DELIVERABLES

- Create up to three (3) templates, up to fifteen (15) Record Series, and up to fifteen (15) folders
- Build workflow(s) to file records in correct record series and create a shortcut in the end user folder structure. Workflows will be based on information that users input into the template when adding the document to Laserfiche. These workflows will be for filing purposes only and not include any business process steps for approval, review, etc.
- Perform alpha and beta testing on the built processes. MCCi will transition project to Client UAT team once beta is complete and successful

EXCLUSIONS

MCCi is not responsible for the following:

- Provide training on administering and executing the processes built by the MCCi project team Creating training documentation for these processes
- Managing or providing upkeep of the Laserfiche Records Management System
- Configuring any e-mail notifications for records management actions outside of basic notifications for records available for cutoff, records available for disposition, and vital documents for review
- Installing software

ASSUMPTIONS

- Client owns Laserfiche Cloud Records Management Edition.

LASERFICHE QUICK FIELDS BASIC CONFIGURATION PACKAGE

MCCi's Quick Fields basic configuration package is designed for MCCi to install Laserfiche Quick Fields, configure a single desired Quick Fields session with one classification type, configure real-time lookup, and create a corresponding Laserfiche Template and fields.

CLIENT DELIVERABLES

- Provide lookup credentials
- Format Client forms in a manner that is conducive to QF indexing. Client may need to change the format of forms for all functionality to work consistently.

MCCI DELIVERABLES

- Install Quick Fields
- Configure one (1) Quick Fields session
- Set up one (1) session classification and lookup using Real-Time Lookup
- Provide Lookup which allows for one (1) ODBC connection and one (1) field data query
- Create one (1) Laserfiche Template with up to seven (7) fields

EXCLUSIONS

MCCi is not responsible for the following:

- Configuring Workflow
- Creating dynamic fields
- Providing Quick Fields training

ASSUMPTIONS

- Client has procured appropriate licensing for Real-Time Lookup.

LASERFICHE REPOSITORY ADMINISTRATOR TRAINING – HALF DAY

MCCi's Administrator Training is available as a single half-day session. The goal is for your organization to have a trained repository administrator. The single half-day session focuses on ongoing management of the repository with a focus on user management, troubleshooting user permissions, monitoring and auditing user activity, and managing metadata. The complete list of training topics is listed below.

- User Management & Security
- Monitoring User Activity
- Licensing
- Metadata Management
- Repository Architecture Overview
- Cloud Navigation
- General Repository Settings
- Folder Security
- Recycle Bin Settings

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Have access point for each attendee (laptop, desktop application, etc.)
- Provide the requisite IT system access
- Verify trainees can login to Laserfiche prior to scheduled training

MCCI DELIVERABLES

- Provide one (1) training session for three (3) hours
- Provide Repository Administration training according to the level of package purchased
- Provide training for up to six (6) users per session

ASSUMPTIONS

- Attendees have either attended a Laserfiche User Training or have requisite prior user experience
- A single half-day onsite training will be accompanied by other training packages

EXCLUSIONS

- MCCi is not responsible for customizing training materials for the client.

PROCESS AUTOMATION DESIGNER TRAINING: LASERFICHE FORMS – TIER 2

MCCi's Laserfiche Forms Training is designed to be highly interactive. The goal is to quickly empower individuals in your organization to learn Laserfiche Forms. Individuals will learn how to create and maintain webforms and also how to apply their new skills to streamlining approval and review processes. Lastly, training is completed in your Laserfiche Forms environment, ensuring attendees have the right permissions to get started after training.

In Tier 2, attendees are led through exercises designed to showcase commonly used features and tools within Laserfiche Forms and will spend an extra session building a process custom to your organization. During the training, attendees are led through a process design workshop with the instructor to isolate and plan out a process. Attendees then apply their new skills during the last session to the outlined process. During the first day of training, the below topics will be covered. During the second day of training, users will apply these skills to build a form applicable to their organizational need, test the form, and work on troubleshooting any issues.

- Reporting
- Forms Inbox
- Configuration
- Lookups
- Field Rules
- Monitoring
- Forms Administration

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Appoint a Forms Configuration Administrator who has been through Laserfiche Administrator training to manage ongoing user and process permissions
- Have access point for each attendee (laptop, desktop application, etc.)
- Provide the requisite IT system access
- Provide MCCi with a mapped-out narrative of specified business process sample forms, approval steps and approvers, metadata requirements, etc.
- Verify trainees can login to Laserfiche prior to scheduled training

MCCI DELIVERABLES

- Provide two (2) full-day sessions or four (4) half-day sessions for a total of twelve (12) hours of training
- Provide Process Automation training according to the level of package purchased
- Provide training for up to (six) 6 users per session
- Provide up to three (3) two-hour discovery sessions with the client prior to training

ASSUMPTION

- Onsite training will be scheduled in full-day sessions where applicable. Scheduling exceptions can be discussed with your trainer.

EXCLUSIONS

- CSS and JavaScript are outside the scope of this training package.
- MCCi is not responsible for customizing training materials for the client.

PROCESS AUTOMATION DESIGNER TRAINING: LASERFICHE WORKFLOW-TIER 2

MCCi's Laserfiche Workflow Training is designed to be highly interactive. The goal is to quickly empower individuals in your organization to learn Laserfiche Workflow. Individuals will learn how to build workflows to replace repetitive steps performed in the repository, how to send email notifications, promote uniform document filing and naming, and how to potentially integrate with other applications through data lookups and insertions. Lastly, training is completed in your Laserfiche environment.

In Tier 2, attendees are led through exercises designed to showcase commonly used features and tools within Laserfiche Workflow and will spend an extra session building a process custom to your organization. During the training, attendees are led through a process discovery workshop with the instructor to isolate and plan out a workflow. Attendees then apply their new skills during the last session to the outlined workflow.

During the first day of training, the below topics will be covered. During the second day of training, users will apply these skills to build a workflow applicable to their organizational need, test the workflow, and work on troubleshooting any issues.

- | | |
|-----------------------|-----------------------------------|
| ▪ Architecture | ▪ Activities |
| ▪ Creating monitoring | ▪ Workflow Administration Console |
| ▪ Starting rules | |
| ▪ Processing | |

CLIENT DELIVERABLES

- Provide each attendee access to Workflow Designer and Workflow Administration Console
- Appoint a Workflow Configuration Administrator who has been through Laserfiche Administrator training to manage ongoing user and process permissions
- Have access point for each attendee (laptop, desktop application, etc.)
- Provide the requisite IT system access
- Provide MCCi with a mapped-out narrative of specified business process sample forms, approval steps and approvers, metadata requirements, etc.
- Verify trainees can login to Laserfiche prior to scheduled training

MCCI DELIVERABLES

- Provide two (2) full-day sessions or four (4) half-day sessions for a total of twelve (12) hours of training
- Provide Workflow Designer training on commonly used activities according to the level of package purchased
- Provide training for up to six (6) users per session
- Provide up to three (3) two-hour discovery sessions with the client prior to training

ASSUMPTION

- Onsite training will be scheduled in full-day sessions where applicable. Scheduling exceptions can be discussed with your trainer.

EXCLUSIONS

- Activities that require skills not related to Laserfiche to configure (i.e., SQL queries, VBA, C#, Microsoft .NET Framework, API calls) are outside the scope of this training package.
- MCCi is not responsible for customizing training materials for the client.

IMPLEMENTATION MANAGEMENT PACKAGE

MCCi will manage the work, communication, and documentation MCCi deems necessary for successful project delivery.

MCCI DELIVERABLES

- Manage Client communication
- Produce project documentation
- Oversee risk/issue management
- Oversee meeting scheduling
- Ensure deliverables are met

Budgeting and Resource Management

SUPPLEMENTAL SUPPORT PACKAGES

As Client's first-tier solution provider, MCCi provides multiple options for technical support. Client's annual renewal covers application break/fix support, version downloads, and continued educational resources. MCCi offers supplemental support packages to cover remote training, basic configuration services, and maintenance of existing business processes. MCCi's Managed Support Services (MMSS) or Process Administration Support Services (MPASS & MPASS2) packages are strongly encouraged to be included with every renewal. Supplemental Support Packages are annual subscriptions and pricing is based on the package purchased and an advanced discounted block of hours, which expire on the same date as Client's annual renewal. MMSS pricing for the advanced block of hours is based on MCCi's Support Technician II hourly rate discounted by 10%. MPASS and MPASS2 pricing for the advanced block of hours is based on MCCi's Application Support Analyst hourly rate discounted by 10%.

LASERFICHE

	MCCi's Managed Support Services	MCCi's Process Administration Support Services	
Description	MMSS	MPASS	MPASS2
Easy access to MCCi's team of Certified Technicians for application break/fix support issues (i.e., error codes, bug fixes, etc.) ⁺	■	■	■
Remote access support through web conferencing service ⁺	■	■	■
Access to product update version and hotfixes (Client Download) ⁺	■	■	■
24/7 access to the Laserfiche Support Site and Laserfiche Answers discussion forums ⁺	■	■	■
Additional Remote Basic Training	■	■	■
Additional System Settings Consultation	■	■	■
Assistance with Implementation of Version Updates	■	■	■
Annual Review (upon Client's request) of Administration Settings	■	■	■
Priority Offering of Laserfiche CPPs & Laserfiche Empower Registration Scholarships	■	■	■
Configuration and maintenance of <i>basic</i> business processes and MCCi packaged solution utilizing Laserfiche Forms and Workflow	■	■	■
Configuration of Laserfiche Quick Fields sessions	■	■	■
Basic Records Management Module Overview Training	■	■	■
Administration Configuration Services	■	■	■
Dedicated Certified Professional		■	■
Proactive recurring consultation calls upon the Client's request		■	■
Annual Review of business process configurations			■
Institutional Knowledge of Client's Solution			■
Maintenance of MCCi/Client configured <i>complex</i> business processes			■
Ability to schedule after-hours upgrades Monday-Friday 8 am to 10 pm ET and Saturday-Sunday from 12 pm to 4 pm ET			■
Basic JavaScript, CSS, and Calculations for Laserfiche Forms ⁺			■

⁺ Client's Support/Subscription Renewal includes these benefits, regardless of whether a supplemental package is purchased.

* Excludes the development of new integrations, large-scale development projects, and SQL queries. Excludes maintenance of custom-built integrations, or any item not purchased from MCCi.

**** Hours:** MCCi allows clients to use their hours for a multitude of services, if a request will not start a service that cannot be completed with the hours available. None of the packages listed above are intended to be utilized to configure a new *complex* business process. In those instances, a separate SOW is required.

CLIENT RESPONSIBILITIES (All Packages)

- For self-hosted (applications hosted by Client) solutions: Configuring/maintaining backups and any general network, security, or operating system settings outside of Client's solution.
- Managing application-level security.
- Managing and creating retention policies related to Records Management Module.
- Providing an IT contact (internal or third-party) for MCCi to work with as necessary.
- Providing remote access capabilities as needed. If the Client requests MCCi to have unattended access, the Client assumes all responsibility for the related session(s). The Client will work with MCCi to set up user profiles, user tags, etc. to allow desired security rights/access.
- Creating/providing process diagrams (and any other necessary paperwork/examples).

SUPPLEMENTAL SUPPORT PACKAGE DEFINITIONS

ADDITIONAL REMOTE TRAINING

Additional web-based training is conducted to train new users or as refresher training for existing users.

ADDITIONAL SYSTEM SETTINGS CONSULTATION

MCCi offers additional best practices consultation that includes recommendations for adding additional departments, additional types of indexing, etc.

REMOTE IMPLEMENTATION OF VERSION UPDATES

While Client's renewal includes version updates, implementation of those updates is sometimes overlooked. With the addition of MMSS, MCCi is at Client's service to directly assist with implementing software updates such as minor updates, quick fixes or point releases. Dependent on the complexity and the Client's specific configurations, major software upgrades may or may not be covered and should be discussed with Client's Account Management Team.

ANNUAL SYSTEM REVIEW & ANALYSIS

MCCi will access Client's system to review how Client's organization uses Client's solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.

LASERFICHE CERTIFICATIONS

Priority offering of complimentary Laserfiche certifications, based on availability.

LASERFICHE CONFERENCE REGISTRATION

Priority offering of complimentary Laserfiche Empower registration, based on availability.

CONFIGURATION AND MAINTENANCE OF BASIC BUSINESS PROCESS

Utilizing Laserfiche Forms and Workflow, MCCi will assist with the configuration and maintenance of *basic* business processes. A basic business process requires minimal configuration and virtually no institutional knowledge of the Client's business process, allowing an MCCi Application Support Analyst to assist with configuration, support, and maintenance of the process. Examples include Filing Workflows, simple Forms, or approval/notification workflows that have few routing steps, no integration, and little to no database lookups.

MAINTENANCE OF MCCi PACKAGED SOLUTION: MCCi will assist with maintenance with a solution MCCi has created for a market that has a specific business process automation use.

CONFIGURATION OF LASERFICHE QUICK FIELDS SESSIONS

Using Client's current Quick Fields modules, MCCi will configure Quick Fields sessions, excluding custom scripting, custom calculations, etc.

BASIC RECORDS MANAGEMENT MODULE OVERVIEW TRAINING

MCCi will provide refresher overview training of the records management module. Initial training cannot be performed under this support level.

ADMINISTRATION CONFIGURATION SERVICES

MCCi will assist with administration configuration services, including setting up users, metadata, security, etc.

DEDICATED LASERFICHE CERTIFIED PROFESSIONAL

While on MCCi's **MMSS** level, Client will have access to MCCi's team of Certified Support Professionals; with **MPASS** and **MPASS2**, Client will have a representative dedicated to Client's organization.

SCHEDULED RECURRING CONSULTATION CALLS

Upon Client's request, Client's **MPASS** representative will schedule recurring calls with Client to discuss Client's current and upcoming projects. This helps us stay on the same page with Client and ensure tasks and project milestones are being completed.

ANNUAL REVIEW OF BUSINESS PROCESS CONFIGURATIONS

MCCi will review Client's business processes to see how Client's organization uses the solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.

INSTITUTIONAL KNOWLEDGE OF CLIENT SOLUTION

Turnover within Client's organization can happen, and it is important to have a plan. Who will help Client's new solution administrator get up to speed on Client's processes and solutions in place? Leave that to us. MCCi documents Client's specific organization's usage and implemented business processes, integrations, etc., and can assist with the knowledge transfer to the new solution administrator if needed.

MAINTENANCE OF MCCi/CLIENT CONFIGURED COMPLEX BUSINESS PROCESSES

The assigned representative can maintain MCCi or Client configured *complex* business processes. A *complex* business solution is a large business process with an extensive configuration that is mission-critical to the organization. For example, minor tweaks, updates due to upgrades, process improvements, etc. can be requested. For creation of new complex Forms, Workflow, and Transparent Records Management configurations, please discuss a Business Process Configuration Service with Client's Account Executive or Account Manager.

ABILITY TO SCHEDULE AFTER-HOURS UPGRADES

Avoid MCCi's after-hours premium charge for upgrades. MPASS2 clients can schedule these anytime Monday-Friday from 8 am to 10 pm ET and Saturday and Sunday from 12 pm to 4 pm ET.

BASIC JAVASCRIPT, CSS AND CALCULATIONS FOR LASERFICHE FORMS

Excludes complex scripting.

BASIC LASERFICHE WEBLINK/PUBLIC PORTAL CUSTOMIZATION

MCCi will help customize Client's WebLink/Public Portal to meet Client's needs.

THE TRAINING CENTER FOR LASERFICHE*

MCCi's Training Center for Laserfiche annual subscription provides an easy, cost-effective way for all users in Client's organization to access training videos for Laserfiche and ABBYY.

BENEFITS

- 24/7 access to on-demand Laserfiche training videos and other resources
- Reduction in training expenses
- Caters to all skill levels from Basic Users to Advanced System Administrators
- Unlimited access for Client's entire organization
- User determined schedule and pacing
- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption
- Instant/budgeted training available in the case of employee turnover
- Enhance Client's organization's internal Laserfiche training program

**The Training Center subscription gate is based on Laserfiche user counts*

SERVICE LEVEL AGREEMENT (SLA)*

MCCi's SLAs are offered as additional options to Client's annual support/subscription. An SLA offers clients escalated response times depending on the severity of the support issue, as well as other additional benefits. The SLA documentation and pricing is readily available upon request. MCCi currently has two separate SLAs available:

- Infrastructure Hosting
- Application Support (Client Self-Hosted)
- Application Support (Cloud Applications)

**Full SLA document is available upon request*

[remainder of page left intentionally blank]

MCCi ASSUMPTIONS

TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 8 pm Eastern Time.

PROFESSIONAL SERVICES

CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that Client must execute.

CONFIGURATION ASSISTANCE

Many of MCCi's packages list remote configuration assistance for up to a certain number of days. This is based on total days, not business days.

TRAVEL

MCCi will schedule travel in consecutive days for most engagements unless otherwise stated or agreed upon.

SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.

RETURN POLICY

Any product returns are subject to the manufacturer's return policy.

LIMITED LIABILITY

If the Master Agreement is silent on each party's limited liability, or there exists no master agreement, except for breach of any intellectual property right, or end user terms of use, and/or license agreement, liability is limited to the amount of dollars received by MCCi directly associated with this Order in the twelve (12) months prior to the date of the Claim. If the applicable agreement provides for a limitation of liability, then such limitation applies to the greatest extent allowed.

MCCi also does not warrant any third-party products procured on behalf of Client. If there are any product warranties provided by the manufacturer of the product, any remedy should be requested directly from manufacturer and MCCi has no liability associated therewith.

PRE-EXISTING INTELLECTUAL PROPERTY (IP)

The following products noted below are deemed Pre-existing IP as defined in the Master Agreement and are not considered "Works Made for Hire" and as such all rights, title or interest remains with MCCi. Client shall retain a non-exclusive, royalty-free, world-wide, license to use the product(s) as such product(s) is integrated into the solution purchased from MCCi and for the term of the applicable subscription(s) by Client.

- Laserfiche PowerPack by MCCi
- Laserfiche EnerGov Integration by MCCi
- Laserfiche Neogov Integration by MCCi
- GoFiche Suite for Avante/Rio/Subscription
- Common Web Service API for Laserfiche
- GovBuilt software

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally without MCCi's help. MCCi is not responsible for any damage caused by the user's customization of the system not performed by MCCi. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates as provided by software manufacturers may affect any customizations made by entities other than MCCi. If MCCi's help is required to correct/update any customizations made by any entity other than MCCi, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For MCCi to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all MCCi installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

FEES

Client acknowledges their pre-approval for any Order Expenses, defined below, quoted, and will reimburse Company for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by Company in connection with the Services ("Order Expenses"). If relevant, and provided to Company, Company will make commercially reasonable efforts to conform to Client's expense policy. If a dispute occurs regarding Company's invoicing of Order Expenses not in conformity with Client's expense policy and greater than five (5) percent of a specific invoice, such dispute will be subject to investigation and correction; otherwise, Client agrees to reimburse Company for the full amount of expenses invoiced.

Client acknowledges that the price of the license and/or subscription for the use of a third-party licensed product is subject to increases during the term of the license and/or subscription or at the time of renewal. If Company is reselling a license and/or subscription of a third-party product to Client, then Company will provide Client at least 15 days prior to written notice (an email will be sufficient) of an increase in the price of the license and/or subscription. If Client does not agree to pay such increase in the license and/or subscription, Client must provide written notice to Company within 15 days of the date of the notice of such increase. Upon receipt of such notice, Company will cancel Client's license and/or subscription to the third-party licensed product.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of Company's expenses incurred through the effective date of termination. If Client cancels or suspends this Addendum, pursuant to the Agreement and only if allowed hereunder, between completed milestones, Company will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, Company will recommence invoicing as applicable.

WARRANTY

Company warrants that all Services shall be performed by personnel with relevant skill sets and familiarity with the applicable subject matter, in a professional, competent, and workman-like manner.

Company's delivery of a Deliverable to Client shall constitute a representation by Company that it has conducted a review of the Deliverable and believes it meets the written specifications, if any, set forth in this Addendum. Client shall then have the right to conduct any review of the Deliverable as Client shall deem necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Services or Deliverable does not meet the specifications, set forth in the hereunder, Client shall have five (5) business days after Company's submission to give written notice to Company specifying the deficiencies in reasonable detail. Company shall use reasonable efforts to promptly cure

any such deficiencies. After completing any such cure, Company shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

COMPANY DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, PROVIDED THAT COMPANY SHALL REMAIN OBLIGATED PURSUANT TO THIS SECTION. IF THE SERVICES FAIL TO CONFORM TO THE FOREGOING WARRANTY IN ANY MATERIAL RESPECT OR TO THE SPECIFICATION SET FORTH IN THIS ORDER, CLIENT'S INITIAL REMEDY WILL BE FOR COMPANY, AT ITS EXPENSE, TO PROMPTLY USE COMMERCIALY REASONABLE EFFORTS TO CURE OR CORRECT SUCH FAILURE. UPON FAILURE OF THE FOREGOING, CLIENT'S REMEDIES, AND COMPANY'S ENTIRE LIABILITY, AS A RESULT OF SUCH FAILURE, SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN THE MASTER SERVICES AGREEMENT. THE FOREGOING WARRANTY IS EXPRESSLY CONDITIONED UPON (I) CLIENT PROVIDING COMPANY WITH PROMPT WRITTEN NOTICE OF ANY CLAIM THEREUNDER PRIOR TO THE EXPIRATION THEREOF, WHICH NOTICE MUST IDENTIFY WITH PARTICULARITY THE NON-CONFORMITY; (II) CLIENT'S FULL COOPERATION WITH COMPANY IN ALL REASONABLE RESPECTS RELATING THERETO, INCLUDING, IN THE CASE OF MODIFIED SOFTWARE, ASSISTING COMPANY TO LOCATE AND REPRODUCE THE NON-CONFORMITY; AND (III) WITH RESPECT TO ANY DELIVERABLE, THE ABSENCE OF ANY ALTERATION OR OTHER MODIFICATION OF SUCH DELIVERABLE BY ANY PERSON OR ENTITY OTHER THAN COMPANY. COMPANY ALSO DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS PROCURED ON BEHALF OF CLIENT. IF THERE ARE ANY PRODUCT WARRANTIES PROVIDED BY THE MANUFACTURER OF THE PRODUCT, ANY REMEDY SHOULD BE REQUESTED DIRECTLY FROM MANUFACTURER AND COMPANY HAS NO LIABILITY ASSOCIATED THEREWITH.

EXCEPT AS EXPRESSLY PROVIDED IN THIS ORDER OR THE AGREEMENT, COMPANY DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is mutually determined by the Parties not to be Company's responsibility hereunder (including any problem with Client's computer hardware or software that was not caused by any Services performed by Company), Client shall pay Company for all costs incurred for all evaluation, correction or other services performed by Company relating to such claim on a time and materials basis at Company's then-standard rates.

[remainder of page intentionally left blank]

LASERFICHE CLOUD ASSUMPTIONS

The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.

REQUIREMENTS

Laserfiche Cloud is not recommended for clients with less than 10 mb/s download and upload speed. Client is responsible for ensuring they meet these requirements.

LASERFICHE CLOUD AGREEMENT

As part of Client's account activation process, Laserfiche requires acceptance of the Laserfiche Cloud Agreement, which [is](#) made available by Laserfiche during the activation process, or can be supplied by MCCi upon request.

- By accepting this Order, Client acknowledges Laserfiche's Cloud Agreement and agrees to abide by its terms and absolve MCCi of any Laserfiche Cloud product-related liability.

LASERFICHE SOFTWARE SUPPORT PLAN

MCCi acts as first-tier support and works with Laserfiche, who would provide second-tier level support when needed. Laserfiche software support plans are bundled Laserfiche Cloud systems. All software support plans are on a yearly subscription basis and accompany the applicable software product designed, developed, created, written, owned, or licensed by Laserfiche. Laserfiche Cloud system subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

ACTIVE LASERFICHE SOFTWARE SUPPORT PLAN BENEFITS INCLUDE:

- Easy remote access to MCCi's team of Laserfiche Gold Certified Support Technicians
- Continued access to Client's Laserfiche solution

POLICIES

- Laserfiche Cloud subscriptions are annual, prepaid, and non-refundable.
- The annual term start date for new systems is established by Laserfiche at the time MCCi submits an order to Laserfiche on Client's behalf. This is not contingent upon a completed implementation.
- For expansion purchases, the applicable service period is prorated to match Client's existing or future service period, which is dependent on Laserfiche's then current policy and the timing of the expansion order vs. the Client's annual service period renewal date (i.e., prorating for less than 4 months may not be permissible due to the timing of renewal invoicing).

LATE PAYMENTS

- If payment is not received before Client's renewal date, Client's Laserfiche software support plan expires. Please allow up to five (5) business days after receipt of payment for MCCi to process renewal payment to Laserfiche.
- Impact of Expiration:
 - Client will be able to access MCCi Support Technicians for 30 days post expiration. However, if there are support issues that require Laserfiche involvement, these issues cannot be resolved until Client's support is renewed.

- Access to Client's Laserfiche Cloud solution will be deactivated after 30 days (or based on Laserfiche's then current policy).
- Cloud products cancelled 30+ days before the renewal date will not be charged a cancellation fee.
- Cloud products cancelled 1 – 30 days before or on the renewal date will be charged a 10% cancellation fee based on the total annual Laserfiche Cloud subscription cost.
- Cloud products cancelled 1 – 30 days after the renewal date will be charged a 50% cancellation fee based on the total annual Laserfiche Cloud subscription cost.
- Cloud products cancelled 30+ days after the renewal date are nonrefundable.
- Subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

Cloud Renewal Cancellation Timeframe	Cancellation Fee
30+ days before the renewal date	No Fee
1-30 days before or on the renewal date	10% Cancellation Fee
1-30 days after the renewal date	50% Cancellation Fee
30+ days after the renewal date	Non-Refundable

OVERAGE FEES FOR DATA STORAGE/BANDWIDTH

If additional data storage or bandwidth is needed mid-term, additional charges will apply. MCCi recommends reviewing this annually and pre-purchasing any additional storage/bandwidth based on anticipated needs.

DATA RESTORATION SERVICES

On an exception basis and subject to written approval from Laserfiche, Client may receive assistance to restore data which it may have lost as a result of its own actions. Additional fees may apply.

LASERFICHE SOLUTION PROVIDER OF RECORD

As Client's current Solution Provider of Record, Laserfiche's policy dictates that MCCi is the only Laserfiche Solution Provider that has access to Client's support account, along with the ability to process subscription renewals and initiate additional purchases on Client's behalf. Unless Client decides to cancel Client's contract with MCCi or work with Laserfiche to formally change Client's Laserfiche Solution Provider of Record, future purchases and subscription renewals will be processed and provided by MCCi.



STAFF REPORT

December 18, 2024

AGENDA ITEM: Consider and act to approve Contract No. 2024121802 with Más Talent Human Resources for employee management services.

DESCRIPTION: In June, staff engaged with Mas Talent Human Resources on an as-needed basis to support employee management services. During this time, their expertise has been utilized for various general human resource functions including personnel file management, streamlining of processes, recruitment, onboarding, benefits administration, employee relations, training, and compliance with employment law.

ATTACHMENTS: Contract No. 2024121802

RECOMMENDATION: Staff recommends approval of Contract No. 2024121802 with Más Talent Human Resources and authorize the General Manager to execute the necessary documents.

AGREEMENT FOR HUMAN RESOURCES CONSULTING SERVICES

STATE OF TEXAS §

§

COUNTY OF DENTON

§

This Agreement for Financial Consulting Services ("Agreement") is made by and between Trophy Club Municipal Utility District No. 1 (the "District") and Más Talent Human Resources (the "Consultant"). The District and Consultant are individually referred to herein as a "Party" and collectively as the "Parties."

Recitals:

WHEREAS, the District desires to engage Consultant as an independent contractor and not as an employee to provide certain human resource consulting services in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Consultant desires to render such human resources consulting services to the District in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I

Term

- 1.1 The term of this Agreement shall begin on the date specified on the signature page after execution hereof by the Parties (the "Effective Date") and shall remain in force until Consultant or District terminates this Agreement in accordance with the provisions set forth below.
- 1.2 Either Party may terminate this Agreement by giving not less than thirty (30) days prior written notice to the other Party. In the event of such termination, Consultant shall be entitled to compensation for any services completed to the reasonable satisfaction of the District in accordance with this Agreement prior to such termination.

Article II

Scope of Services

- 2.1 Consultant shall provide the following services or training to the District on an "as-needed" basis and as requested by the District's General Manager (collectively, the "Services"):
 - Assessment and review of personnel files, policies, onboarding and offboarding processes, compliance with federal, state, and local laws and regulations, compensation, benefits, providing recommendations for improvements, and handling employee relations.
 - Perform such other Services as may be agreed upon by the Parties.

- 2.2 Consultant shall not have any authority to commit or bind the District to any contractual or financial obligations.

**Article III
Schedule of Work**

- 3.1 Consultant agrees to commence any task comprising the Services upon instruction from the District and shall complete the Services in accordance with deadlines mutually agreed upon and established by the Parties in connection with each task.
- 3.2 As an independent contractor, Consultant shall be solely responsible for and have control over means, methods, techniques, sequences, and procedures for completion of the Services.
- 3.4 There is no guaranteed minimum number of hours of Services to be requested by the District, and Consultant shall perform the Services only on an as-needed basis.

**Article IV
Method of Compensation**

- 4.1 The District shall compensate Consultant for all authorized Services performed under this Agreement in the amount per hour or flat rate previously agreed upon in attached Exhibit "A."
- 4.2 Consultant shall invoice the District for authorized and completed Services performed on a monthly basis. Payment by the District for authorized Services shall be made to Consultant within thirty (30) days after receipt of the invoice, provided there are no errors or discrepancies and that all work noted on the invoice has been completed.
- 4.3 In connection with any individual task to be undertaken by Consultant as part of the Services, the General Manager and Consultant may establish a not-to-exceed amount of compensation for such task that will not be exceeded without prior approval of the District.

**Article V
Obligations, Representations, and Warranties**

- 5.1 Standard of Care. The standard of care applicable to the performance of the Services by Consultant will be the highest degree of skill and diligence normally employed by professional financial and accounting contractors performing the same or similar services at the time said services are performed. Consultant will re-perform any Services not meeting this standard without additional compensation.
- 5.2 Representations and Warranties. To induce the District to enter into this Agreement and to consummate the transactions contemplated by this Agreement, Consultant represents and warrants as follows:
- (i) Consultant possesses all skills necessary to perform obligations under this Agreement and is competent to perform such obligations;
 - (ii) Consultant agrees to necessary background screening;

(iii) Any equipment, including computers and phones furnished or made available by the District to Consultant shall remain the District's property at all times and shall be returned to the District immediately upon termination of this Agreement;

(iv) Any equipment, including computers and phones furnished or made available by the District to Consultant shall be utilized only in connection with conducting official business of the District and for no other purpose;

(v) Any non-confidential information relating to the District, its officers and employees acquired by Consultant in connection with the Services shall be furnished to third parties only to the extent reasonably necessary or prudent in connection with performing the Services and for no other reason;

(vi) Consultant shall not transmit any District information or records to any non-District computer or electronic device, and all such information and records acquired by Consultant in connection with the Services, whether confidential or not, shall be returned to the District immediately upon termination of this Agreement; and

5.3 Ownership of Work Product. All documents, reports and other work product of Consultant prepared in connection with or arising out of the Services, whether in hard copy or electronic form, shall be owned by the District. District shall be solely responsible for any reuse, change or alteration to such work product.

5.4 Indemnification. Consultant agrees fully to indemnify and hold harmless the District, its directors, officers, employees, agents, and representatives, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability, and suits of any kind and nature, including but not limited to, personal injury or death, and property damage, made upon the District, directly or indirectly arising out of, resulting from or related to Consultant's activities under this Agreement, including any acts or omissions of Consultant, and any respective agent, officer, director, representative, employee, consultant, or affiliate of the District while in the exercise or performance of the rights or duties under this Agreement. The provisions of this indemnification are solely for the benefit of the parties to this Agreement and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. This indemnification survives the termination or expiration of this Agreement.

Article VI

Relationship of Parties

6.1 Independent Contractor. It is understood and agreed by the parties that Consultant is an independent contractor and shall in no sense be considered an employee or agent of the District. Consultant will have no power or right to enter into contracts or commitments on behalf of the District.

6.2 Taxes. The District shall not be responsible for, and shall not withhold or pay any federal, state, or local income tax, nor payroll tax of any kind, on behalf of Consultant. Consultant shall be responsible for the filing and payment of all income related taxes associated with Consultant. Consultant shall not be treated as an employee with respect to the services performed hereunder

for federal or state tax purposes and agrees to indemnify the District against any and all liability should Consultant be considered an employee of the District by any governmental agency.

- 6.3 Reimbursement of Expenses. Except as otherwise set forth herein, the District shall not be liable to Consultant for any expenses paid or incurred by Consultant.
- 6.4 Equipment, Tools, Materials, or Supplies. Except as otherwise furnished by District in its sole discretion, Consultant shall supply, at Consultant's sole expense, all equipment, tools, materials and/or supplies necessary for the provision of the Services under this Agreement. The District shall provide Consultant with access to its computer and appropriate systems as necessary for Services. Any computers or other equipment furnished by the District to Contract must be returned to the District immediately upon termination of this Agreement.
- 6.5 Fringe Benefits/Workers' Compensation. Consultant, as one engaged in its own independently established business, is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of the District. The District is not responsible for, and shall not provide, workers' compensation insurance for Consultant or employees of Consultant.
- 6.6 Unemployment Tax. Consultant understands that the District shall not be making contributions on its behalf for unemployment compensation, and agrees to make whatever contributions are required of it as an employer.

VII

Confidential Information

- 7.1 Confidential Information. During the performance of the Services, Consultant may have access to and become familiar with various information belonging to the District that may be excepted from disclosure under the Texas Public Information Act (collectively, the "Confidential Information"), which are acquired, developed and/or used by the District. Consultant acknowledges and agrees all Confidential Information is and will remain the property of the District.
- 7.2 Use or Disclosure of Confidential Information. Consultant agrees it shall not use in any way or disclose any of the District's Confidential Information, either directly or indirectly, either during the term of this Agreement or at any time thereafter, except as required in the course of performance under this Agreement, to the extent such Confidential Information is publicly known, or as required by law. All files, records, documents, information, data, and similar items relating to the business of the District, whether prepared by Consultant or otherwise coming into its possession, shall remain the exclusive property of the District and shall not be removed from the premises of the District under any circumstances without the prior written permission of the District (except in the ordinary course of business during this Agreement), and in any event shall be promptly delivered to the District (without Consultant retaining any copies) upon termination of this Agreement.
- 7.3 Enforcement. In the event Consultant breaches, or threatens to breach, this Article VII, the District shall be entitled, among other remedies, to injunctive relief prohibiting the Consultant from disclosing such information as well as monetary damages.
- 7.4 Survival. The terms of this Article VII shall survive termination of this Agreement.

VIII
Miscellaneous

- 8.1 Notices. All notices hereunder from Consultant to the District will be sufficient if sent by secured email, or certified mail with confirmation of delivery, or hand-delivered, to the address for each Party set forth in the signature page.
- 8.2 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas.
- 8.3 Entire Agreement and Amendments. This Agreement represents the entire Agreement between the District and Consultant with respect to the subject matter of this Agreement. This Agreement supersedes or replaces any prior agreement or understanding with respect to that subject matter between Consultant and the District. This Agreement may not be amended except in a writing signed by the party against whom such amendment is to be enforced.
- 8.4 Assignments. Consultant may not assign or delegate this Agreement or any rights or obligations hereunder without the prior written consent of the District. Any attempted assignment or delegation in violation of the immediately preceding sentence will be void.
- 8.5 Severability. If any of the provisions of this Agreement are determined to be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the remainder of this Agreement, but rather the entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties will be construed and enforced accordingly.
- 8.6 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.
- 8.7 Authority. Each Party represents and warrants that it has the full right, power, and authority to execute this Agreement.

Executed to be effective as of the _____ day of _____, 2024.

Consultant:

Cyndi Ramirez Ryan, SPHR
Founder & Chief Executive Officer
Más Talent Human Resources
3801 Island Court
Carrollton, TX 75007
(972) 841-3842
Cyndi@MastalentHR.com

District:

Alan Fourmentin
General Manager
Trophy Club Municipal Utility District No. 1
100 Municipal Drive
Trophy Club, TX 76262

Ad Hoc Human Resources Proposal



Presented To: Trophy Club Municipal Utility District

Presented By: Más Talent

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Letter of Interest

December 5, 2024

Alan Fourmentin
General Manager
Trophy Club Municipal Utility District
afourmentin@TheDistrict.org
682-831-4600

Dear Mr. Fourmentin,

Thank you for the opportunity to continue supporting the Trophy Club Municipal Utility District's need for Human Resource support. In this proposal, we have outlined how Más Talent can assist The District with ad hoc HR support and general HR consulting needs.

Más Talent HR specializes in Human Resources, Diversity, Equity and Inclusion and Leadership Advisory Services. It is our pleasure to submit information about our capabilities, credentials, programs, and the associated investment for services. We hope that upon reviewing our proposal for Human Resources support, you will find that we meet and exceed your specific needs. Should we have the opportunity to partner with you, we commit that our work will reflect industry best practices and will set you on the path of achieving your goals.

We look forward to our continued partnership with you to deliver human resources services at The District.

Sincerely,

Cyndi Ramirez Ryan, SPHR
Founder & Chief Executive Officer
(972) 841-3842
Cyndi@MastalentHR.com
www.MastalentHR.com

About Más Talent



Más Talent: Solutions Customized to Meet Your Needs

How We Stand Out from Other Firms

Más Talent is a nationwide boutique management consulting firm specializing in human resources, diversity, equity and inclusion, and leadership advisory services based in Dallas/Fort Worth, Texas. Más Talent is a go-to partner to some of the largest brands in consumer product goods, healthcare, big tech, financial, manufacturing, non-profit, and government.

After more than twenty-five years of serving as a corporate Head of Human Resources and a Chief Diversity & Inclusion Officer, Más Talent Founder and CEO, Cyndi Ramirez Ryan developed a people-centered and catalyst approach to people, culture and DE&I consulting with the creation of Más Talent in 2015.

Since its founding in 2015, Más Talent offers premier human resources services centered around the concept that human resources plays an integral role both as an advisor to leadership and a resource for employees. We take pride in guiding clients through expertise in human resources delivery model solutions, conducting organizational assessments, developing and enhancing talent strategies, facilitating leadership and employee development, managing employee relations issues, and providing HR generalist support. We are motivated by the opportunity to partner toward meaningful work, a commitment to results, and by developing trusted partnerships.

Seasoned Experience

Our consultants have a seasoned background in leading human resources, leadership advisory, culture transformation, talent management, executive coaching, executive search, and diversity, equity, and inclusion. Our corporate experience leading these functions and our consulting experience within a variety of industries brings credibility and leading practice expertise to our clients. Más Talent is proud to have led and implemented a variety of transformational programs and outcomes in the HR and DE&I fields and to serve as global thought leaders on Global Talent Management trends, best practices, strategies, and solutions.

Más Talent Mission and Vision

Más Talent's mission is to utilize our expertise in human resources, diversity, equity, and inclusion, executive coaching and leadership advisory services to guide our clients through the most optimal and innovative solutions to meet their business needs. Our Más Talent vision is to create and leverage meaningful human capital solutions to enable business success for our clients.

Diversity Focus

As a Woman-owned and Latinx-owned firm, we understand the value of diversity and inclusion firsthand. Our team has a passion for, and commitment to, social equity through transformation leadership. We have a pulse on emerging trends, the talent market, and we customize solutions to provide maximum business impact. We are proud to hold certifications as a Minority Business Enterprise, Woman Owned Business, Historically Underutilized Business, and a Small Business Enterprise.

Personalized Approach

Màs Talent understands that each client and organization is unique. We invest time upfront to meet stakeholders, leaders, and process owners to understand your organization, culture, and needs to develop a comprehensive strategy.

What Our Clients Say

Our clients consistently note three themes about working with us:

- 1 Our background and experience provides expertise that is easy for leaders to follow.
- 2 Our consulting process is tailored for each client, results are customized, efficient and successful.
- 3 As we develop an understanding of our client's goals, culture and values, we're proud to share that many of our clients develop into long-lasting partnerships.

INDUSTRY EXPERIENCE



Government



Healthcare



Financial Institutions



Retail & Consumer Products



Higher Education



Manufacturing



Non-Profit



Insurance



Construction



Technology



The Five Segments of Más Talent Consulting



Human Resources Advisory & Consulting

At Más Talent, we have the expertise in leading Human Resources Transformation, building a human resources function from the ground up and serving as faculty in human resources functional models and best practices. When organizations have HR Transformation needs, we start by assessing the organization's current state, mapping that current state to business requirements, and creating a gap plan. Once we align on the current state and gap opportunity, we collaborate with our clients to develop a Human Resources strategy and supporting the organization throughout the implementation plan. Other times, organizations may have needs that are more project-based in specific areas of HR. Más Talent has the flexibility to adjust to your organization's most pressing demands.



Interim and Fractional Human Resources Support

Más Talent serves clients through interim or fractional HR support when the organization doesn't have an internal HR team or when they need additional expertise. We become an extension of our client's team and can serve in a variety of roles as an organization searches for a permanent HR team member or we can become long-term partners in the HR role. Our team can assist as Chief HR Officer, HR Leadership, HR Business Partners, HR Consultants, Leadership Development Facilitators, Talent Acquisition Recruiters, and more.



Diversity, Equity, and Inclusion Advisory Consulting

Our clients rely on us for diversity and inclusion transformation and expertise when they don't have the in-house capability or need an objective advisor with experience in building programs from the ground up. We have worked with a variety of industries and can help you develop a plan that works with your organizational culture. Our approach to diversity and inclusion is broad and challenges the traditional definitions of diversity and inclusion. We support you by understanding your organizational culture, identifying where your opportunities are for improvement, and providing best practice recommendations for culture change and long-term success.



Executive Coaching

Más Talent is proud to share our expertise in executive coaching for organizations with a desire to grow and develop senior leaders. We provide one-on-one individual coaching through 6- and 12-month engagements and customized cohorts. Our coaches utilize a variety of individual and team assessments to understand learning needs and personalize our coaching approach to provide an environment of trust, advisory, and guidance to enable leadership of inclusive cultures. Our team is certified in public certification courses recognized by the Human Resource Certification Institute™, the Society for Human Resource Management, and the International Coach Federation which enable us to utilize our knowledge of a global inventory of research-based tools, solutions, and assessments. We also boast Hogan, Lominger's, and International Development Inventory (IDI) renowned global certifications and are prepared to leverage critical assessment tools to solve your business problems.



Organizational Culture Assessments & Strategic Planning

We partner with organizations as a strategic partner to deliver organizational culture assessment services to provide clarity into what is working, what is not working, identifying root causes, and building a strategic plan and roadmap to move the organization forward. Our phased approach is designed to understand the organization's processes, environment, structure, capability, and impacts to effectively design solutions so that our clients can deliver on key outcomes.

Our Approach

Overview of Services

We understand Human Resources and how it impacts your business, employees and bottom-line decisions. Más Talent provides a balance of practical and consultative perspectives through our seasoned HR Consultants and our in-house general counsel. Our team provides advisory services to support your employee relations situations, advise leaders on Human Resources and Workforce decisions, leadership support, and employment-related practices advising and coaching.

Más Talent has, and will continue to, provide The District with outsourced human resources support as outlined below:

OVERVIEW OF SERVICES

- Assessment of the current state of The District's Human Resources Department
- Reviewed, organized, and transitioned HR paper files to electronic files
- Ensured approach is compliant and meets employment law obligations
- Organized and prepared ease of access for employees
- Facilitated Employee engagement survey and quarterly events
- Reviewed and enhanced New Employee Onboarding process
- Provided recommendations for improvements
- Reviewed current HR policies and procedures
- Managed Employee Benefits Broker Relationship
- Coordinated 2025 Employee benefit review and updates, transition to electronic benefits files, Open Enrollment, Competitive analysis and support
- Prepared 2025 District Employee Benefits Overview and Benefits Guide for Candidates
- Reviewed and managed Workers Compensation claims, relationship with Texas Municipal League Claims representative, and regular Workers Compensation case updates with employees
- Managed open positions and led Recruitment, candidate interview process, new employee offers, and pre-employment processes
- Provided Employee Relations guidance and consultation
- Provided Performance management guidance and consultation
- General HR consultation

Your Más Talent Team

Our commitment to The District is illustrated by the strength of our team selected specifically to serve your unique needs.

In the following pages, you will find details and resumes for each team member hand-picked to support The District with its Human Resources Support needs.



Cyndi Ramirez Ryan, SPHR

FOUNDER & CEO

Project Sponsor

Client Delivery



Portia Portugal

CHIEF OF STAFF

Project Management



Rachel Ball Statler, SHRM-SCP

SENIOR CONSULTANT

HR Generalist

Our Más Talent Consultants are available to support HR outsourcing clients through remote support and occasional onsite support. Additional Consultants are available, as needed.



CYNDI RAMÍREZ RYAN, SPHR

Founder & CEO



CONTACT

📞 (972) 841-3842
 ✉️ Cyndi@MasTalentHR.com
 📍 Dallas/Fort Worth, TX

AREAS OF EXPERTISE

- Human Resources Strategy
- HR Delivery Models
- HR Leadership
- Employee Relations
- Organizational Strategy
- Talent Management Strategy
- Change Management
- Diversity Management
- Executive Coaching
- Executive Search
- Merger & Acquisitions
- Strategic Planning
- Executive Compensation
- Performance Management
- Employee Retention
- Benefits
- HR Assessments

EDUCATION

MBA, Human Resources Management

University of Dallas

BBA, Human Resources Management

Texas Woman's University

LICENSES & CERTIFICATIONS

- Senior Professional in Human Resources (SPHR)
- Hogan Leadership Assessments and Executive Coaching Certification
- Global Diversity & Inclusion Benchmarks Model

BACKGROUND

Cyndi is a seasoned leader with over 25 years' experience in Human Resources and Diversity, Equity, and Inclusion and Leadership Advisory Services. Cyndi's broad global and domestic industry experience enabled her to partner with business leaders to lead human resources functions, develop HR strategy and culture transformations, lead organizational change, identify and groom top talent, develop talent management programs, and facilitate leadership development.

Since 2015, Cyndi has served as Founder and CEO of Más Talent. Her corporate experience as a former Head of HR and Chief Diversity & Inclusion Officer across a variety of industries positions her to share her insight with large and small clients and craft solutions that uniquely fill their business needs.

PROFESSIONAL EXPERIENCE

Cyndi founded Más Talent after serving in several highly visible executive roles with Baylor Scott & White Healthcare (BSWH), GEICO Direct Insurance, and Philips. For \$8 Billion BSWH, she led Corporate Human Resources, Organizational Development, Talent Management, Learning and Development, and Diversity, Equity and Inclusion for over 50 facilities and 50,000 employees. She facilitated HR due diligence, merger and acquisitions, cultural integration, and talent and change management strategies that led to the merger between BHCS and Scott & White to become the largest health care system in the State of Texas.

She is proud to have led and implemented a variety of transformational programs and outcomes in the HR, DE&I, and leadership advisory fields and to serve as a global thought leader on Global Talent Management trends, best practices, strategies, and solutions.

REPRESENTATIVE CLIENTS

- Oceans Healthcare
- RAZA Development Fund
- SMU Cox School of Business
- Spine Team of Texas
- Directed Action
- Tufts Healthcare
- Washington Commanders
- San Jose Earthquakes
- New York Health & Hospitals
- Comcast NBC Universal
- AT&T
- Massachusetts Bankers Association
- Abt Associates
- U.S. Coast Guard
- County of Volusia
- The University of Texas Health Sciences San Antonio
- éxito & co.
- Shell
- Town of Chapel Hill
- Toyota Motor North America
- Institute Applied Management and Law (IAML)
- Syngenta
- VF Corporation
- Diverse & Engaged
- SDS Global Enterprises
- City of Ann Arbor
- Town of Chapel Hill
- Meta / Facebook
- City of Austin
- Philips
- Bristol Myers Squibb
- Community Development Trust
- The Coca-Cola Companies
- University of Massachusetts



PORTIA PORTUGAL

Chief of Staff & Director of Strategic Solutions



CONTACT

☎ (702)505-3583
 ✉ Portia@MasTalentHR.com
 📍 San Antonio, TX

AREAS OF EXPERTISE

- Project Management
- Client Management
- Business Development
- Philanthropic Leadership
- Training Development
- Data Analysis
- Brand Management
- Nonprofit Management
- Strategic Planning
- Board Development
- Board Assessment

EDUCATION

BA, Global Studies
Arizona State University

REPRESENTATIVE CLIENTS

- Raza Development Fund
- Directed Action, Inc.
- AARP
- Bristol Meyers Squibb
- Community Development Trust
- Vivino
- Elida Beauty
- Diverse & Engaged
- SDS Global Enterprises
- Junior League
- Dress for Success
- Young Professional of Wichita
- Oceans Healthcare
- KinderCare
- Big Brothers Big Sisters
- Andrus
- éxito & co.
- Wichita Community Foundation
- Operation Child Care Project

BACKGROUND

Portia Portugal serves as a Senior Consultant at Más Talent supporting client services, project management, and operational areas. She has supported some of Más Talent's largest clients as a lead client account manager, as a contributing member of our consulting team through organizational, HR and DE&I assessments, board and leadership advisory services, solutions and implementations, and as an overall project manager.

Portia's background includes 10 years of leadership in nonprofit and philanthropy, bringing a community-focused lens to the Más team. Her experience includes project management, business development, diversity, equity, and inclusion, and women's rights advocacy. She is passionate about helping organizations build their capacity through strategic planning both nationally and globally.

Through close qualitative and quantitative assessment of organizational policies and practices, Portia has helped several nonprofit organizations enhance and integrate DE&I best practices into their culture and operations. She has designed, led, and facilitated leadership development and skill building training for women in the workplace through her co-founded Lean In Circle. She is a certified Work Smart & Start Smart Salary Negotiation Facilitator for the American Association of University Women (AAUW) and was recognized as a 40 under 40 by the Wichita Business Journal in 2017.

Portia has a robust background in project management, leading operations and client services.

PROFESSIONAL EXPERIENCE

During her time with Más Talent, Portia has been essential to project management and client relationships, ensuring risks are mitigated and project deliverables are completed on time with excellence. Before joining Más Talent in 2021, Portia served as Director of Philanthropy for a community foundation, connecting donors with causes that matter. She expertly translated the organizational vision and goals into cultivation tactics, managing relationships with key stakeholders to reinforce foundation objectives, contributing to over \$18 million in asset growth over two years.

Prior to that she served as Executive Director for a nonprofit whose mission supported women entering and re-entering the workforce. Her project management skills contributed to the development of comprehensive programming resulting in points of services and organizational assets increasing by more than double.



RACHEL BALL STATLER

Senior Consultant

CONTACT

📞 (540) 847-6500
 ✉️ Rachel@mastalenthr.com
 📍 Fredericksburg, VA

AREAS OF EXPERTISE

- Human Resource Strategies
- HR Generalist
- Identifying Talent
- Engaging Employees
- Organizational Strategy
- Talent Management Strategy
- Improving & Sustaining High Performance
- Grooming High Potential Talent
- DE&I Assessments & Strategy
- DE&I Education
- Executive Search
- Performance Management
- Employee Retention
- Employment Law

EDUCATION

**Doctorate of Business, HR
Cognate**
Liberty University

MBA, Risk Management
University of Mary Washington

**BS, Political Science and
Government**
Texas Christian University

LICENSES & CERTIFICATIONS

- Senior Certified Professional (SHRM-SCP)
- Chartered Property and Casualty Underwriter (CPCU)
- Intercultural Development Inventory (IDI)

BACKGROUND

Since 2016, Rachel Ball Statler has been an integral member of the Más Talent team and serves as a Senior Consultant based in Fredericksburg, VA. With more than 20 years of experience in leading human resources, DE&I, executive search, recruiting and selection, talent management, Rachel has led numerous highly visible projects.

Prior to joining Más Talent, Rachel was a senior executive and has over 20 years of progressive experience in Human Resources, Talent Management, and Operational Leadership in the Insurance industry as a senior executive. Rachel is a results-oriented, business-focused, strategic leader known for achieving results by creating strong, collaborative partnerships across organizations.

She holds a Bachelor of Science in Political Science and Psychology, an MBA in Risk Management and is currently working toward her Doctorate of Business Administration in Human Resources at Liberty University. Rachel is credentialed in risk management as a Chartered Property and Casualty Underwriter (CPCU) and holds the Society of Human Resources Management Senior Certified Professional (SHRM-SCP) designation. Her areas of expertise include HR Transformation, Executive Search, Strategic Planning, leading cross-functional teams, building client relationships, cultivating talent, and process improvement.

Rachel's qualitative and analytical skill sets combined with her practical knowledge and experience will prove useful in reviewing utility DE&I plans. Her perspective will be valuable in determining a common lens through which each utility's plan will be evaluated to offer consistency and continuity as we present our findings to the working group.

REPRESENTATIVE CLIENTS

- GEICO Direct Insurance
- Society of Human Resource Management
- Republic National Distributing Company
- Directed Action
- VF Corporation (Vans, The North Face, Timberland, Dickies, etc.)
- Rappahannock CASA
- Premiere Eyecare
- Toyota Motor North America
- Elida Beauty
- ORIX
- Lucas Films
- Dana Faber Harvard Cancer Center

References

Directed Action, Inc.: 2018-Present

Management Consulting firm supporting a variety of industries and global clients.

Services performed:

- Outsourced Human Resources
- Human Resources Advisory & Consulting
- Diversity, Equity & Inclusion Advisory & Consulting

Contact information:

Kevin Keane	222 W 6th Street, Suite 400, San Pedro, CA 90731
Chief Operating Officer	Email: KKeane@DirectedAction.com
Directed Action, Inc.	Phone: (310) 503-6034

RAZA Development Fund: 2018-Present

Community Development Financial Institution

Services performed:

- Outsourced Human Resources
- Human Resources Advisory & Consulting

Contact information:

Melissa McDonald	410 E Southern Ave, Phoenix, AZ 85040
Chief Operating Officer	Email: MMcdonald@razafund.org
Raza Development Fund	Phone: (480) 282-3537

National Hispanic Media Coalition: 2023-Present

Civil and Human Rights Organization

Services performed:

- Outsourced Human Resources
- Human Resources Advisory & Consulting

Contact information:

Brenda Castillo	12825 Philadelphia St. STE C. Whittier, CA 90601
Chief Executive Officer	Email: : bcastillo@nhmc.org
National Hispanic Media Coalition	Phone: (626) 792-6462

Oceans Healthcare: 2022-2023

Nationwide Acute Care Behavioral Healthcare System

Services provided:

- Interim Chief Human Resources Officer services
- HR Advisory and Consulting

Contact information:

Stuart Archer	5360 Legacy Drive, Bldg. 2, Plano, TX 75024
Chief Executive Officer	Email: SArcher@Oceanshealthcare.com
Oceans Healthcare	Phone: (972) 464-0022

Professional Fees

Professional Fees

Más Talent HR prides itself on being a boutique firm with an ability to customize to our client's needs. If this proposal structure does not meet what you envision, we're open to discussing additional options.

Consulting Support	Fee Type	Estimated Support	Estimated Fees
Fractional HR Support	Hourly	Ad Hoc, as needed	\$150.00 per hour
Travel and Expenses	At Cost	As Needed	At Cost

Our arrangements are structured to provide fee certainty. The estimated fees for the engagement will be invoiced in installments: 1) At Engagement, 2) Monthly thereafter. Travel and expenses would be pre-approved and billed monthly.



Thank you, we look forward to working with you



Más Talent is pleased to extend this proposal for 60 days. To confirm acceptance of this proposal, please contact Cyndi Ramirez Ryan, SPHR at **Cyndi@MasTalentHR.com** or **(972) 841-3842** to initiate a Master Services Agreement and Statement of Work.





STAFF REPORT

December 18, 2024

AGENDA ITEM: Consider and act regarding approval of Contract No. 2024121803 with Insituform Technologies, LLC for wastewater manhole repairs.

DESCRIPTION: This project consists of all labor, materials, equipment, and services necessary to complete wastewater collection system manhole repairs identified during the FY 2024 annual wastewater system analysis. Pricing for this project was requested utilizing Buyboard Cooperative Purchasing Contract No. 730-24.

ATTACHMENTS: Insituform Technologies, LLC Proposal

RECOMMENDATION: Staff recommends awarding Contract No. 2024121803 for wastewater collection system repairs to Insituform Technologies, LLC for an amount not to exceed \$106,325.00 and authorize the General Manager to execute any necessary documents.



Tim Peterie
Phone: 214-317-0950
Email: tpeterie@azuria.com
1103 Postwood Dr.
Corinth, TX 76210

November 28, 2024

SF#: SO-00199753

Mr. Alan Fourmentin
Trophy Club MUD
100 Municipal Dr.
Trophy Club, TX 76262

Buyboard Proposal

Project Name: **Trophy Club, TX
Basin 8 Manhole Rehab – Geopolymer Spray Rehabilitation and Other Repairs**

INSITUFORM TECHNOLOGIES, LLC herein proposes to furnish all labor, materials, equipment, and services necessary to reconstruct the referenced project (as detailed in the project scope presented by Trophy Club MUD) using the Buyboard Purchasing Cooperative Contract 730-24.

ASSUMPTIONS AND QUALIFICATIONS

INSITUFORM TECHNOLOGIES, LLC will supply Trophy Club MUD the necessary Maintenance, Payment, and Performance Bonds as required following acceptance of this proposal.

Trophy Club MUD to provide access to the job site, Sales Tax-Exempt Certificate, control of lift stations if necessary, and any permits required for work areas and to cross any properties or roads necessary for equipment.

Water shall be provided at no cost to Insituform Technologies, LLC for all construction phases of this project. Trophy Club MUD shall furnish Insituform Technologies, LLC with required water meters and pay all associated fees, deposits, and charges. Insituform Technologies, LLC will follow all required backflow prevention and metering procedures.

PROPOSAL PRICING

Trophy Club MUD Basin 8 Manhole Rehabilitation

Description	Qty	Unit of Measure	Unit Price	Extended Total
Mobilization – MH Rehab Crew	1	EA	\$10,800.00	\$10,800.00
Realign and Grout Existing MH Ring & Cover	4	EA	\$3,850.00	\$15,400.00
Remove, Dispose, Replace Sod	10	SY	\$50.00	\$500.00
Remove, Dispose, Replace Concrete Sidewalk	80	SF	\$50.00	\$4,000.00
Clean MH – Including Root Removal	13	EA	\$775.00	\$10,075.00
Manhole, Pipe or Other Structures – Spray Rehabilitation Geo	610	SF	\$60.00	\$36,600.00
Repair MH Chimney/Cone and Coat Internally	8	EA	\$2,300.00	\$18,400.00
Traffic Control	5	Day	\$750.00	\$3,750.00
Owner's Contingency Allowance	1	AL	\$5,000.00	\$5,000.00
Bonds & Insurance	1	LS	\$1,800.00	\$1,800.00
BID TOTAL				\$106,325.00

Note: It is understood that all quantities are estimated based on information provided. Final billing will be based on final quantities utilized.

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PROPOSAL INCLUSIONS

The prices stated in this proposal include:

1. Mobilizations and demobilization.
2. Manhole surface prep and bench rebuild.
3. Geopolymer application.
4. Repair chimneys, cones, and pipe seals.
5. Traffic control.
6. Confined space safe entry practices.
7. One-year standard construction warranty.
8. Certificate of insurance with a standard coverage.
9. Bonds.

PROPOSAL EXCLUSIONS

Not included in the prices stated in this estimate are costs associated with the items listed below. These items, if needed or found to be applicable, would be provided by **INSITUFORM TECHNOLOGIES, LLC** at your additional cost; or would be furnished by others, at your direction, at no cost to **INSITUFORM TECHNOLOGIES, LLC**:

- a) Manual operation of any pumping and/or metering stations.
- b) Water from fire hydrants within a convenient distance from each cleaning and inversion site location.
- c) Bypass pumping and I/I leak mitigation if found to be necessary.
- d) Legal dumpsite for debris resulting from manhole cleaning.
- e) *If any hazardous or toxic materials are encountered during the project, the Owner will be responsible for the removal and disposal of the materials.*
- f) Project permits and/or local licenses.
- g) State and local sales and/or use taxes on the value of the project. If you are exempt, please submit the appropriate documentation.
- h) Additional premiums for special insurance coverage(s) demanded by you or other parties particular to this project.

PROPOSAL TERMS AND CONDITIONS

- a) Limits of Liability. In consideration of **INSITUFORM TECHNOLOGIES, LLC**'s agreement to maintain no less than \$5,000,000 of comprehensive general liability insurance in the form required by the Contract, **INSITUFORM TECHNOLOGIES, LLC**'s liability to the Owner for any matter covered by such insurance will be limited to the extent of such insurance and the Owner will indemnify and hold **INSITUFORM TECHNOLOGIES, LLC** harmless from any third-party claims covered by such insurance to the extent such claims exceed the limits of such insurance. Neither party shall be liable to the other for consequential damages relating to the contract. In case of conflict between this provision and any other provision in the Contract as ultimately executed, this provision shall govern and prevail.
- b) LIMITED WARRANTY. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.
- c) MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES. Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.
- d) PROPOSAL SUBJECT TO NEGOTIATION OF OTHER STANDARD TERMS OF AGREEMENT. This proposal is subject to agreement of the parties on other terms and conditions as are customary in contracts of this nature.
- e) Quantities are estimated. Unit prices apply for actual invoice and payment.

November 15, 2024

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- f) Payments are due at net within thirty days of invoice. Final payment is due within thirty days of completion of project.
 - g) Monthly progress partial payments may be requested for the value of work in progress or completed, including materials secured and on site.
 - h) Prices stated are in effect for thirty days from the date of this proposal. The acceptance period may be extended at the sole option of **INSITUFORM TECHNOLOGIES, LLC**.
 - i) Conflicts. In case of conflict between the provision of the aforesaid paragraphs and any other provision in the Contract as ultimately executed the provisions as set forth above shall govern and prevail.

OFFERED BY:**Insituform Technologies, LLC***Timothy R. Peterie*

Timothy R. Peterie
Business Development Manager

Reviewed By:

Andy Ozment
Area VP

cc: Ben Hawkins, Craig Nolen
 Mike McMahon (TCMUD)

ACCEPTED BY:_____
Signature_____
Date_____
Printed Name_____
Title_____
Organization

This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other contract document, it shall not be acknowledged without reference to this proposal.

January 2025							
▲	Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	Dec 29, 2024	30	31	Jan 1 New Years Day Office Cl	2	3	4
2	5	6	7	8	9	10	11
3	12	13	14	15 Board of Directors Reg	16	17	18
4	19	20 Martin Luther King Jr. Da	21	22	23	24	25
5	26	27	28	29	30	31	Feb 1