RESOLUTION NO.	
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A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE TOWN OF ADDISON AND DUNAWAY ASSOCIATES. FOR CONTRACT **GIS STAFFING** IN AN **AMOUNT EXCEED \$110,500;** AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to authorize an agreement with Dunaway Associates, LLC to provide contract GIS staffing services for the Town.

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

SECTION 1. The professional services agreement between the Town of Addison and Dunaway, LLC, for contract GIS staffing services in an amount not to exceed \$110,500, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

SECTION 2. This Resolution shall take effect from and after its date of adoption.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the 11th day of **OCTOBER 2022**.

TOWN OF ADDISON, TEXAS

	Joe Chow, Mayor	
ATTEST:		
	_	
Irma Parker, City Secretary		

PROFESSIONAL SERVICES AGREEMENT

Contract GIS Staffing Services

This Professional Services Agreement ("Agreement") is made by and between the Town of Addison, Texas ("City"), and Dunaway Associates, LLC ("Professional") (each a "Party" and collectively the "Parties"), acting by and through their respective authorized representatives.

RECITALS

WHEREAS, City desires Professional to perform certain work and services set forth in Section 1, Scope of Services and

WHEREAS, Professional has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section 1, of this Agreement;

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, City and Professional agree as follows:

Section 1. Scope of Services

Upon issuance of a written notice to proceed by City, Professional agrees to provide to City the professional services for the Contract GIS Staffing Services ("Project"), as set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference (the "Scope of Services").

Section 2. <u>Term of Agreement</u>

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until Professional completes the services required herein to the satisfaction of City, unless sooner terminated as provided in Section 8, below.

Section 3. <u>Professional Obligations</u>

A. Professional shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should City require additional services not included under this Agreement, Professional shall make reasonable effort to provide such additional services in accordance with the fee schedule set forth in Exhibit "A", attached hereto and incorporated herein by reference, and within the time schedule prescribed by City; and without decreasing the effectiveness of the performance of services required under this Agreement.

B. To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of City. The cost of such

PROFESSIONAL SERVICES AGREEMENT WITH DUNAWAY ASSOCIATES, LLC FOR CONTRACT GIS STAFFING SERVICES

personnel and assistance shall be a reimbursable expense to Professional only if authorized in writing in advance by City.

C. Professional shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in the Scope of Services.

Section 4. Payment

- A. City agrees to pay Professional for all services authorized in writing and properly performed by Professional in accordance with the scope and fee schedule set forth in Exhibit "A," attached hereto and incorporated herein by reference, subject to additions or deletions for changes or extras agreed upon in writing. All payments to Professional by City shall be based on detailed monthly invoices submitted by Professional for work performed and accepted by City, less any previous payments. Payment will be due within 30 days of the City's receipt of an approved invoice.
- B. City reserves the right to delay, without penalty, any payment to Professional when, in the opinion of City, Professional has not made satisfactory progress on the Project as described in the Scope of Services.
- C. The total compensation to Professional shall be as specified in Exhibit "A", which shall not exceed One Hundred Ten Thousand Five Hundred and No/100 (\$110,500.00). City may deduct from any amounts due or to become due to Professional any sum or sums owing by Professional to City. In the event of any breach by Professional of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against City, or City's premises, arising out of Professional's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Professional an amount sufficient to completely protect City from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Professional.

Section 5. Responsibilities

- A. Professional shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, plans and other services furnished by Professional under this Agreement. Professional shall, without additional compensation, correct or revise any errors or deficiencies in the design, drawings, specifications, plans and other services.
- B. Neither City's review, approval/acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Professional shall be and remain liable to City in accordance with applicable law for all damages to City caused by Professional's negligent performance of any of the services furnished under this Agreement.
 - C. The rights and remedies of City under this Agreement are as provided by law.

PROFESSIONAL SERVICES AGREEMENT WITH DUNAWAY ASSOCIATES, LLC FOR CONTRACT GIS STAFFING SERVICES

Section 6. <u>Time for Performance</u>

- A. Professional shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with City's requirements.
- B. In the event Professional's performance of this Agreement is delayed or interfered with by acts of the City or others, Professional may request an extension of time for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.
- C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to Professional, unless Professional shall have made written request upon City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless City and Professional have agreed in writing upon the allowance of additional time to be made.

Section 7. <u>Documents</u>

- All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by Professional and its consultants, subcontractors, agents, representatives, and/or employees in connection with this Agreement ("Project Documents") are intended for the use and benefit of City. Professional and its consultants, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, upon payment by City as required by this Agreement, City shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the Professional) in and to all Project Documents, whether in draft form or final form, which are produced at City's request and in furtherance of this Agreement. City shall have full authority to authorize contractor(s), subcontractors, subsubcontractors, City consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by Professional in connection with this Agreement are "works for hire" and shall be the property of City upon payment of Professional as provided in this Agreement. City shall have the right to publish, disclose, distribute and otherwise use Project Documents in accordance with the Engineering Practice Act of the State of Texas (Texas Occupation Code, Chapter 1001, as amended) and/or Texas Occupations Code, Chapter 1051, as amended. Professional shall, upon completion of the services and full payment for Professional's services by the City, or earlier termination and appropriate compensation as provided by this Agreement, provide City with reproductions of all materials, reports, and exhibits prepared by Professional pursuant to this Agreement in such electronic format(s) as may be requested by the City.
- B. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, computer code, software, estimates, surveys, other data or work items, etc.) prepared under this Agreement shall be submitted for approval of City. All instruments of service shall be professionally sealed as may be required by law or by City.

PROFESSIONAL SERVICES AGREEMENT WITH DUNAWAY ASSOCIATES, LLC FOR CONTRACT GIS STAFFING SERVICES

C. Acceptance and approval of the Project Documents by City shall not constitute nor be deemed a release of the responsibility and liability of Professional, its employees, associates, agents and consultants for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by City for any defect in the designs, working drawings and specifications, or other documents prepared by Professional, its employees, contractor, agents and consultants.

Section 8. <u>Termination</u>

- A. City may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to Professional. In the event suspension or termination is without cause, payment to Professional, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by City to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to City.
- B. Should City require a modification of this Agreement with Professional, and in the event City and Professional fail to agree upon a modification to this Agreement, City shall have the option of terminating this Agreement and Professional's services hereunder at no additional cost other than the payment to Professional, in accordance with the terms of this Agreement, for the services reasonably determined by City to be properly performed by Professional prior to such termination date.
- C. <u>Termination for Force Majeure</u>. To the extent either Party of this agreement shall be wholly or partially prevented from the performance of the term specified, or of any obligation or duty placed on such party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the parties control and not attributable to its malfeasance, neglect or nonfeasance. In such event, the time for performance of such obligation or duty shall be suspended until such disability to perform is removed. In the event of any such disability, the time for performance of such obligations (other than a payment obligation) shall be extended for a period equal to the time lost by reason of the disability. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition; and (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement as soon as reasonably practicable.

Section 9. <u>Insurance</u>

- A. Professional shall during the term hereof maintain in full force and effect the following insurance (unless otherwise agreed in writing by the Parties):
 - (i) A commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions

PROFESSIONAL SERVICES AGREEMENT WITH DUNAWAY ASSOCIATES, LLC FOR CONTRACT GIS STAFFING SERVICES

relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage;

- (ii) An automobile liability insurance policy covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury and property damage;
- (iii) Statutory Worker's Compensation Insurance at the statutory limits and Employers' Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$1,000,000.00; and
- (iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.
- B. All insurance and certificate(s) of insurance shall contain the following provisions:
 - (i) Name the City, its officers, and employees as additional insureds as to all applicable coverage (not including the Workers Compensation Insurance and Professional Liability);
 - (ii) Provide for at least thirty (30) days prior written notice to the City for cancellation or non-renewal of the insurance or reduction in coverage limits; and
 - (iii) Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance (not including the Professional Liability Insurance).
- C. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.
- D. A certificate of insurance evidencing the required insurance and all endorsements shall be delivered to City prior to commencement of services.

Section 12. Indemnification.

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF PROFESSIONAL PURSUANT TO THIS AGREEMENT.

PROFESSIONAL SERVICES AGREEMENT WITH DUNAWAY ASSOCIATES, LLC FOR CONTRACT GIS STAFFING SERVICES

PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY INDEMNITEES") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY INDEMNITEES. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS THE CITY INDEMNITEES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF A CITY INDEMNITEE, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY THE CITY INDEMNITEE ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL, ITS OFFICERS, AGENTS, OR EMPLOYEES AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Section 13. Assignment

Professional shall not assign or sublet this Agreement, or any part thereof, without the prior written consent of City.

Section 14. Applicable Laws

Professional shall comply with all federal, state, county and municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the state district court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court

Section 15. Default of Professional

In the event, Professional fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by City to Professional, City may, at its sole discretion without prejudice to any other right or remedy:

PROFESSIONAL SERVICES AGREEMENT WITH DUNAWAY ASSOCIATES, LLC FOR CONTRACT GIS STAFFING SERVICES

- A. Terminate this Agreement and be relieved of the payment of any further consideration to Professional except for all work determined by City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Professional to and from meetings called by City at which Professional is required to attend, but shall not include any loss of profit of Professional. In the event of such termination, City may proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by re-subletting to others.
- B. City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Professional.

Section 16. Adjustments in Services

No claims for extra services, additional services or changes in the services will be made by Professional without a written agreement with City prior to the performance of such services.

Section 17. Execution becomes Effective

This Agreement will be effective on the date when signed by authorized representatives of Professional and City ("the Effective Date").

Section 18. Agreement Amendments

This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the Parties except as may be otherwise provided therein.

Section 19. <u>Severability</u>.

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

Section 20. <u>Independent Contractor</u>.

It is understood and agreed by and between the Parties that Professional in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with Professional's actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be

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performed, subject to the terms of this Agreement. There is no intended third party beneficiary to this Agreement.

Section 21. Right-Of-Access.

City will obtain and/or furnish right-of-access on any project site for Professional to perform any required studies, surveys, tests or other necessary investigations in relation to the Scope of Services.

Section 22. Notice.

Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If to City: Hamid Khaleghipour

Interim City Manager Town of Addison 5300 Belt Line Road Town of Addison, Texas 75254

With copy to: Whitt Wyatt

City Attorney

City Attorney

3710 Rawlins St., Ste 1000

Dallas, Texas 75219

If to Professional: Matt Patyk, Senior Discipline Lead, Associate Principal

Dunaway Associates, LLC 550 Bailey, Suite 400 Fort Worth, Texas 76107

Section 23. Exhibits.

The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

Section 24. Survival of Obligations.

Any of the representations and obligations of the Parties, as well as any rights and benefits of the Parties pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 25. <u>Counterparts</u>.

This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together

PROFESSIONAL SERVICES AGREEMENT WITH DUNAWAY ASSOCIATES, LLC FOR CONTRACT GIS STAFFING SERVICES

constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties.

Section 26. <u>Authorization</u>.

Each Party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

Section 27. Successors and Assigns.

Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

Section 28. Recitals.

The recitals to this Agreement are incorporated herein.

Section 29. Audits and Records.

Professional agrees that during the term hereof the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Professional's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by the City or date of termination if sooner.

Section 30. <u>Conflicts of Interests</u>.

Professional represents that no official or employee of the City has any direct or indirect pecuniary interest in this Agreement.

Section 31. <u>Hazardous Materials</u>.

Professional shall report the presence and location of any hazardous materials it notices or which an engineer of similar skill and experience should have noticed to the City.

Section 31. No Boycott Israel.

Pursuant to Texas Government Code Chapter 2270, Professional's execution of this Agreement shall serve as verification that Professional's organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement. Pursuant to Texas Government Code Chapter 2251, Professional's execution of this Agreement shall further serve as verification that Professional does not current discriminate against firearm and ammunition industries and will not for the term of this Agreement. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with the firearm or

PROFESSIONAL SERVICES AGREEMENT WITH DUNAWAY ASSOCIATES, LLC FOR CONTRACT GIS STAFFING SERVICES

ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK - SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date of last execution hereof.

FOR CITY:	FOR PROFESSIONAL	
Town of Addison, Texas	Dunaway Associates, LLC	
By: Hamid Khaleghipour, Interim City Manager	By: Matt Patyk	
Date:	Title: <u>Senior Discipline Lead</u> , <u>As</u> sociate Principal	
ATTEST:	09-28-22 Date:	
By: Irma Parker, City Secretary		

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EXHIBIT "A" SCOPE OF SERVICES

(attached)

Exhibit "A" Scope of Services

Agreement by and between the Town of Addison (Town) and Dunaway Associates, LLC to Perform Professional GIS Services (GIS Contract Staff Position)

Project Understanding

The Town of Addison (Town) is exploring a contract GIS staffing position to assist with building the Town's GIS database. Staffing the position will start on Monday October 3, 2022 and end September 28, 2023. The position will be for basic GIS needs, including, but no limited to: updating and maintaining the Town's geodatabase, performing quality control of the Town's GIS data layers, gathering, analyzing, and integrating spatial/geographic data, updating database with easements and as-built drawings, updates and maintains the Town's Digital Plan Room, scans plans, updates to parcel data layer, assists staff and contractors with interpretation of GIS data, basic CAD/GIS support, utilizing GPS units when needed, and preparing various maps.

The scope proposed will provide the Town with a GIS contract position four (4) days a week for the contract, for a total of 170 days, at \$81.25 an hour (\$650 per 8 hour day). Specific details relating to the position responsibilities are below.

- Participates in updating and maintaining the Town's geodatabase
- Edits and performs quality control of GIS data layers
- Performs geographic research; gathers, analyzes, and integrates spatial/geographic data
- Research easements, as-built drawings, and associated information for GIS updates
- Participates in updating and maintaining the Town's As-Built Retrieval System (Digital Plan Room)
- Scans public and private infrastructure plans
- Update new addresses to parcels of land as required
- Assists Towns departments, consultants, and contractors in the interpretation of GIS data, aerial photographs, maps, and/or other types of public information
- Provides GIS/CAD technical support to system users
- Utilizes Global Positioning System (GPS) units to gather geographic data
- Processes and updates GPS data in the Town's geodatabase as required
- Prepares various types of maps and/or graphics
- Performs other related duties as assigned or required

Dunaway will provide the Town with a GIS contract employee as a contract position. The contract position will work in the Town office Monday through Thursday, except for holidays that fall on those days, and will be directed by Town employees for day-to-day GIS related tasks. The contract employee will be hired by Dunaway and follow Dunaway policies. Specific details about the position, work hours, and policies are below.

- The Employee will go through a 1 week onboarding and training with Dunaway at the Dunaway Fort Worth Office.
- Employee will report to the Town office Monday through Thursday. The Town office is located at 16801 Westgrove Drive, Addison, Tx.
- Town work hours are 8am through 5pm.
- Town will supply the employee a workstation with computer and software.
- Employee will be given up to 20 days of paid time off (PTO), per Dunaway PTO policy. 20 days have already been accounted for in the number of contracted days.
- Employee will be given 3 days of Floating Holiday time off to be used for the Christmas Eve, Christmas Day and New Year's Day holidays that fall on weekends, per Dunaway policy. Those 2 days have been accounted for in the number of contracted days.
- PTO and Floating Holiday time off will be approved by both Town of Addison and Dunaway at least
 5 business days ahead of scheduled time off. PTO used for sick days will not be scheduled in advanced.
- Fixed Holidays will follow the Dunaway holiday schedule and are detailed below.
- Fixed Holiday Schedule:
 - Thanksgiving Day, November 24, 2022
 - o Memorial Day, May 29, 2023
 - o Independence Day, July 4, 2023
 - o Labor Day, September 4, 2023
- The Town is closed on December 23 and 26, 2022 for Christmas. The employee will not report to work for the Town on those days.
- The Town is closed on Monday January 16, 2023 for Martin Luther King Day. The employee will not report to work for the Town on that day.
- Dunaway holds company meetings once a quarter. The total days worked accounts for those 4
 meetings as days the contractor will not be at the Town office. Dunaway will give written notice
 of those meeting dates at least 2 weeks prior to the meeting.
- As a Dunaway position, the employee will have access to Microsoft Teams and be able to use
 Microsoft Teams to contact other Dunaway employees for technical questions.
- If the Town does not approve of the supplied contractor, the Town will give Dunaway a written request of contractor change. Dunaway will supply a new contractor within 60 days of written request.
- No fee is required if the Town of Addison hires the contractor as a full time employee during or
 after this contract, however, the contractor is not required to accept a job offer from the Town.
 The contractor and the Town are responsible for any job offer or negotiations as part of a job
 offer, Dunaway will not be a part of any conversation or negotiations.

Contract Renewal

The Town of Addison is required to give Dunaway a 90 day notice if they would like to renew the contract for the 2024 Fiscal Year. Dunaway reserves the right to raise the contract rates based on current market trends. Additionally, Dunaway and the Town of Addison can negotiate changes to the schedule works days as part of the renewal.

Minimum Qualifications of GIS Contract Staff Position:

- Bachelors Degree in GIS, Geography, Urban Planning, or similar field
- 2 years of continued GIS experience
- Intermediate GIS software knowledge and experience with Esri platform, including ArcGIS Pro, ArcGIS Online, Story Maps, Collector, Spatial Analyst, 3D Analyst.
- Experience with CAD to GIS data integration/conversion/migration
- Ability to think critically, analyze workflows, document user requirements, write system specifications, and maintain an enhance current application.
- Knowledge of data development, editing, and quality control procedures.
- Strong cartographic skills and proven ability to create high-quality project GIS maps and exhibits

FEE SCHEDULE

Agreement by and between the Town of Addison (Town) and Dunaway Associates, LLC to Perform Professional GIS Services (GIS Contract Staff Position)

I. COMPENSATION SCHEDULE / PROJECT BILL	ING SUMMARY.
TASK TO BE COMPLETED	DOLLAR AMOUNT
GIS Contract Staff Position	\$110,500
TOTAL CONSULTANT'S FEE	\$110,500.00