

AGREEMENT FOR PLANNING CONSULTING SERVICES

THIS AGREEMENT is between The Town of Bartonville, a Texas General Law Municipality (the "Town"), and Ratcliff Planning Consultants, LLC, (the "Consultant"), an independent contractor (the "Consultant").

The Town desires to engage the Consultant for general land use planning and GIS consulting services, further described in **Exhibit A**. The parties therefore agree as follows:

1. ENGAGEMENT; SERVICES

- a) Engagement.** The Town retains the Consultant to provide the services described in Exhibit A (the "Services").
- b) Services.** Without limiting the scope of Services in Exhibit A, the Consultant shall:
 - i. perform the Services set forth in Exhibit A, with this agreement controlling in the event of conflict;
 - ii. devote the time, energy, and ability necessary to complete Services in a timely manner;
 - iii. perform all Services safely, professionally, and using appropriate equipment;
 - iv. communicate progress to the Town;
 - v. provide all tools, equipment, and supplies needed for the Services, unless Town equipment is expressly required;
 - vi. ensure all work and deliverables are satisfactory, acceptable to the Town, and free from defects.
- c) Legal Compliance.** Consultant shall perform the Services in compliance with all applicable laws and regulations.
- d) Town's Obligations.** The Town shall make timely payments and notify the Consultant of procedural changes at least 30 days before they take effect.

2. TERM AND TERMINATION

- a) Term.** This Agreement is effective for nine (9) months, from January 1, 2026, through September 30, 2026, and may be extended for an additional 12 months upon mutual written consent and approval by the Town's governing body.
- b) Termination.** This Agreement may be terminated:
 - i. by either party with 15 days' written notice;
 - ii. by either party for material breach not cured within 15 days;
 - iii. by the Town without notice if Consultant fails to comply with Town directives or engages in serious misconduct.
- c) Effect of Termination.** The Town shall pay the Consultant for Services performed before the termination notice date. No additional compensation shall be paid.

3. COMPENSATION

- a) **Terms and Conditions.** The Consultant will be compensated for services rendered at the hourly rates listed below (15-minute increment minimum).

Principal Planner	\$175
GIS Analyst	\$100

Travel time will be billed at flat rate of \$150 per meeting. Invoices will be submitted monthly, are due within 30 days, and will be itemized by project. Invoices shall be submitted monthly and paid within 30 days. Invoices shall be broken down by project.

- b) **No Other Compensation.** Compensation described herein and in **Exhibit A** constitutes the Consultant's sole compensation.
- c) **Expenses.** Consultant is responsible for its own expenses unless:
- i. Mileage incurred at the Town's request shall be reimbursed at the GSA POV mileage rate;
 - ii. Direct expenses required for tasks in **Exhibit A** such as copying, scanning, color copies, deliveries shall be reimbursed at 1.15 times the cost.
- d) **Taxes.** Consultant is solely responsible for all taxes arising from performance of the Services.
- e) **Other Benefits.** Consultant is not entitled to vacation, sick leave, retirement, workers' compensation, health insurance, or any other employee benefits.

4. NATURE OF RELATIONSHIP

- a) **Independent Contractor.**
- i. The relationship of the parties is that of independent contractors; no partnership, joint venture, or employment relationship is created.
 - ii. Consultant retains full control over the means and methods of performing the Services and shall maintain its own insurance.

5. OTHER ACTIVITIES

Consultant may engage in other work, provided it does not conflict with obligations under this Agreement.

6. INDEMNIFICATION

- a) **Consultant Indemnification.** Consultant shall indemnify the Town against claims arising from:
- i. Consultant's negligence or misconduct;
 - ii. Consultant's breach of this Agreement.

b) Town Indemnification. To the extent permitted by law, the Town shall indemnify the Consultant from claims arising from:

- i. the Town's operations;
- ii. the Town's breach of other agreements;
- iii. the Town's breach of this Agreement.

The Town is not required to indemnify Consultant for claims arising from Consultant's own actions.

7. GOVERNING LAW

a) Choice of Law. Texas law governs this Agreement.

b) Choice of Forum. Parties consent to jurisdiction in Denton County, Texas.

8. AMENDMENTS

No amendment is valid unless in writing and signed by both parties.

9. ASSIGNMENT AND DELEGATION

a) No Assignment. Neither party may assign rights without written consent.

b) No Delegation. Neither party may delegate duties without written consent.

c) Invalid Assignments. Violations of this section are void.

10. COUNTERPARTS; ELECTRONIC SIGNATURES

a) Counterparts. Agreement may be executed in counterparts.

b) Electronic Signatures. Electronic signatures are valid and enforceable.

11. SEVERABILITY

If any provision is invalid, the remainder remains enforceable.

12. NOTICES

a) Delivery Methods. Notices must be in writing and delivered by personal delivery, mail, courier, or email.

b) Addresses. Notices shall be sent to:

If to the Town:

Town of Bartonville
1941 E. Jeter Road
Bartonville, Texas 76226
kriggs@townofbartonville.com

If to the Consultant:

Lisa M. (Marcy) Ratcliff
2188 Liriope Lane
Waxahachie, Texas 75165
lisaratcliff@ratcliffplanningconsultants.com
aant.onmicrosoft.com

c) Effectiveness. Notices are effective upon receipt.

13. WAIVER

A waiver must be in writing. Waiver of one breach does not waive others.

14. ENTIRE AGREEMENT

This Agreement constitutes the full understanding of the parties and supersedes all prior agreements.

15. EFFECTIVENESS

This Agreement is effective upon full execution by both parties.

16. NECESSARY ACTS

Each party shall take all reasonable actions to carry out the intent of this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement on this ____ day of _____ 2025.

TOWN OF BARTONVILLE:

CONTRACTOR:

Kirk Riggs,
Town Administrator

Lisa M. (Marcy) Ratcliff
Ratcliff Planning Consultants, LLC

ATTEST:

Shannon Montgomery, TRMC
Town Secretary

EXHIBIT A – SCOPE OF SERVICES

Planning Services

- Land use and zoning analysis
- Site plan review
- Subdivision plat review
- Planning guidance
- Project-specific support
- Land use options analysis
- Concept plan preparation
- Detailed property evaluation
- Zoning code audit and analysis
- Zoning code amendments
- Development economic analysis

Geographic Information Systems (GIS)

- Zoning map preparation and updates
- Site buffer and proximity analysis
- Address list preparation for public noticing
- Web map development
- Demographic and specialized map analysis

Consultant may attend Planning & Zoning Commission or Town Council meetings upon mutual agreement.

The scope of this contract does not include:

1. New Comprehensive Plan preparation including thoroughfare plan and park/trail plans.