

February 10, 2025

Breana Soto  
City of Castroville, Texas  
1209 Fiorella St.  
Castroville, TX 78009

Dear Mrs. Soto,

This proposal for Simplecity Design to provide professional consulting services to the City of Castroville. The contract guarantees 10 hours a month with a fixed fee of \$3,000.00. Other staff support will be provided at the rates defined below. The 10 hours are dedicated direct access to the firm Principals. Services are defined in "Exhibit A" below with hourly service rates after the 10 hours are exhausted.

We look forward to continuing working with the staff, City Council, and community as the City implements the new code and comprehensive plan to better Castroville's future.

Sincerely,

**Matt Lewis**, CNUa  
CEO  
Simplecity Design

# ON-CALL PROFESSIONAL PLANNING AND URBAN DESIGN SERVICES CONTRACT

## SCOPE OF SERVICES- EXHIBIT “A”

### TASKS:

1. Provide development review, assistance, recommendations, and revisions.
2. Attend meetings with City Staff for the Development Review Committee (DRC), development submittals, site visits, or other meetings as requested.
3. Maintain a GIS database for the City. This will include updating maps to reflect zoning changes, subdivision plats, building permits or other items requested by the City.
4. Assist in creating, reviewing, or modifying Regulating Plans, Neighborhood Plans or other plans as requested.
5. Attend meetings to provide City Council, and boards and commissions updates as requested.
6. Assist with urban design, architectural review, street design, building types, lot occupancy or configurations, and other design-related requests as needed.
7. Assist with plat review, place type change or designation requests, civic space determinations, building plans, site plans, or other plans as requested.
8. Assist in code, comprehensive plan, downtown master plan, or other document modifications, updates, or interpretations.
9. Assist in process updates, development application revisions, or other procedural assistance as requested.

### Hourly Rate For Services

Project Lead & Urban Design Staff: \$300.00

Architecture & Illustrative Rendering Staff: \$220.00

Planning & Design Staff: \$190.00

GIS Staff: \$190.00

Administrative Staff: \$90.00

### Other Fees

Travel, printing, material, and other cost associated with the provided services will be billed according to the cost of services.

## **CITY OF CASTROVILLE, TEXAS ON CALL PROFESSIONAL PLANNING AND URBAN DESIGN SERVICES CONTRACT AGREEMENT**

THIS CONSULTING AGREEMENT (the "Agreement") dated this 10th day of February 2025

Between:

City of Castroville, Texas at 1209 Fiorella St, Castroville, TX 78009 (the "Client")

- AND -

Simplecity Design, llc. at 219 N Comanche St, San Marcos, TX 78666 (the "Contractor").

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

### Services Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") consisting of:

Services Described in Exhibit "A".

2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

## Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.
4. In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 30 days' written notice to the other Party.

## Performance

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

## Currency

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

## Compensation

7. For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor at the for work preformed in each Task as described in Appendix "A".
8. The Client will be invoiced monthly at rates as described in Exhibit "A".
9. Invoices submitted by the Contractor to the Client are due within 30 days of receipt.
10. The Compensation as stated in this Agreement does include sales tax, or other applicable duties as may be required by law.

## Reimbursement of Expenses

11. The Contractors expenses incurred in connection with providing the Services of this Agreement will be invoiced to the client with associated tasks.

## Ownership of Intellectual Property

12. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
13. The Contractor may use the Intellectual Property for promotion of work and past examples of work performed.

## Return of Property

14. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or confidential information which is the property of the Client.

## Capacity/Independent Contractor

15. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

## Notice

16. All written notices, requests, or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

- a. City of Castroville

1209 Fiorella St, Castroville, TX 78009

- b. Simplecity Design, llc.

219 N Comanche St, San Marcos, TX 78666

or to such other address as any Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

## Indemnification

17. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

## Modification of Agreement

18. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

#### Time of the Essence

19. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

#### Assignment

20. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client, unless otherwise noted in "Exhibit A".

#### Entire Agreement

21. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

#### Enurement

22. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

#### Titles/Headings

23. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

#### Governing Law

24. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Texas, without regard to the jurisdiction in which any action or special proceeding may be instituted. Any disputes shall be resolved in Hays County.

## Severability

25. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

## Waiver

26. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**IN WITNESS WHEREOF**, the Parties have duly affixed their signatures under hand and seal on this February 10, 2025.

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Breana Soto, Community Development  
City of Castroville, Texas (Client)

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Matthew Lewis, President  
Simplecity Design, LLC (Contractor)